

State of Rhode Island and Providence Plantations
Public Utilities Commission

New England Telephone Collections Procedure : Docket No. 4675

Public Notice of Proposed Rule-Making

Pursuant to the provisions of R.I. Gen. Laws §42-35-2.7 and in accordance with the Administrative Procedures Act Chapter 42-35 of the General Laws, the Public Utilities Commission (PUC) hereby gives notice of its intent to repeal the New England Telephone Collections Procedure (regulations).

These regulations were promulgated at the time when New England Telephone, presently known as Verizon Rhode Island, was the only telephone company in Rhode Island. These regulations only apply to those customers who still have POTS or plain old telephone service without features, and not FiOS telephone, TV, or internet service. The PUC proposes to repeal the regulations because the rationale for continuing the mandated payment plans and collections procedures to only one company no longer applies. If the regulations are repealed, the PUC will require Verizon Rhode Island to file tariffs that include reasonable collection procedures.

The proposed repeal of the regulations are available for public inspection at www.ripuc.org/eventsactions/docket/4675page.html, in person at the Clerk's Office, Public Utilities Commission, 89 Jefferson Boulevard, Warwick, Rhode Island, or by email request to luly.massaro@puc.ri.gov or by calling Luly Massaro at 401-780-2107.

In the development of the proposed repeal, consideration was given to: (1) alternative approaches; (2) overlap or duplication with other statutory and regulatory provisions; and (3) significant economic impact on small business. No alternative approach, duplication, or overlap was identified based upon available information.

All interested parties are invited to submit written comments concerning the PUC's intent to repeal the regulations by December 27, 2016 to Luly Massaro, Public Utilities Commission, 89 Jefferson Boulevard, Warwick, Rhode Island, or by email to Lulymassaro@puc.ri.gov.

In accordance with RIGL 42-35-3, an oral hearing will be granted if requested by twenty-five (25) persons, by an agency or by an association having at least twenty-five (25) members. A request for an oral hearing must be made within thirty (30) days of this notice.

Luly E. Massaro
Commission Clerk
November 23, 2016

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

Concise Explanatory Statement Pursuant to R.I.G.L. §42-35-2.6

The PUC proposes to repeal the regulations because the rationale for continuing the mandated payment plans and collections procedures to only one company no longer applies.

~~STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS~~
~~PUBLIC UTILITIES COMMISSION~~

~~NEW ENGLAND TELEPHONE COLLECTIONS PROCEDURES~~

~~Date of Public Notice: June 1, 1992~~

~~Date of Public Hearing: June 11, 1992~~

~~Effective Date: November 2, 1992~~

PROPOSED COLLECTION PROCEDURES FOR RHODE ISLAND

PART I — GENERAL

1.1 — Applicability

These procedures apply only to residential services provided by the New England Telephone Company and are subject to the jurisdiction of the Rhode Island Public Utilities Commission and the Division of Public Utilities and Carriers.

1.2 — Definitions

(a) ~~COMPANY~~: The New England Telephone Company.

(b) ~~CUSTOMER~~: Any purchaser of or applicant for telephone service supplied by the Company for residential purposes.

(c) ~~DELINQUENT ACCOUNT~~: An account for residential telephone service which remains unpaid for at least 30 calendar days after receipt of the bill.

(d) ~~DISCONTINUANCE OF SERVICE~~: Temporary disconnection of telephone service initiated by the Company, and not requested by the customer.

(e) ~~DIVISION~~: The Division of Public Utilities and Carriers of the State of Rhode Island.

(f) ~~FINAL BILL~~: A final statement rendered when service has been removed or service is changed to a new customer who does not assume outstanding charges.

(g) ~~NEW SERVICE~~: Residential service provided to a person who, at the time of application for the service, is not a person in whose name residential service is currently being provided.

(h) ~~NOTICE OF DISCONTINUANCE~~: Written notice of the Company's intention to discontinue telephone service for nonpayment of a delinquent bill of more than \$50.00. This notice must be issued no less than 15 calendar days prior to the scheduled discontinuance date.

(i) ~~PAYMENT OF BILL~~: Receipt at the Company's business office or authorized payment agency of cash or money order or check which is subsequently honored.

~~(j) RECEIPT OF BILL OR NOTICE: The receipt date is presumed to be 3 calendar days after the mailing date; or if the bill or notice is delivered rather than mailed, the receipt date is the date of delivery.~~

~~(k) REMOVAL: Permanent disconnection of telephone service initiated by the Company and not requested by the customer.~~

~~(l) VERIFICATION CALL: A call to the customer, or to a responsible adult member of the immediate family, living at the premises where service is provided, to establish that the notice of discontinuance was received and is understood, and to attempt to make mutually satisfactory payment arrangements in order to avoid discontinuance of service.~~

~~1.3 Customer Rights~~

~~The Company shall print in a conspicuous place in the introductory pages of all residential telephone directories furnished by the Company a description of all residential customer rights and responsibilities under these Procedures.~~

~~PART II DEPOSITS~~

~~2.1 The Company may request a deposit from a customer applying for new service only if the customer has an outstanding bill from previous telephone service billed by the Company and it is not in dispute. In addition, the Company will also require payment of the outstanding bill. The Company may refuse to provide new service until the deposit and the outstanding bill have been paid, or mutually satisfactory arrangements have been made for payment of the outstanding bill.~~

~~2.2 The Company may request a deposit from a customer when the customer's service has been discontinued for nonpayment of a delinquent bill, or if notices of discontinuance have been sent in three of the previous six months. The Company may refuse to restore the service until the deposit and the delinquent bill have been paid, or mutually satisfactory arrangements have been made for payment of the delinquent bill.~~

~~2.3 The amount of the deposit shall be sufficient to provide security to cover two-twelfths of the estimated charges for the ensuing twelve months. Estimated charges for services in determining deposits shall not include the estimate of charges of any interexchange carrier or any entity other than the Company. Interest at the rate of twelve percent annually shall be payable on all deposits. Interest shall be credited annually to the customer's account or paid with the return of the deposit, whichever occurs first.~~

~~2.4 Any deposit of less than \$75.00 may be paid in two installments, with the second installment due no later than 30 days after payment of the initial installment. Any deposit of \$75.00 or more may be paid in 3 approximately equal installments with the last installment due no later than 60 days after the initial installment. When the customer~~

~~elects installment payments, the Company shall provide service after the first installment. Failure of the customer to make timely payment of subsequent installments shall be grounds for discontinuance of service, in accordance with the provisions of Parts IV and V.~~

~~2.5 — The deposit plus accrued interest will be refunded promptly to the customer upon satisfactory payment of bills for a period of six consecutive months, or if service is terminated, whichever occurs first. Payment shall be considered satisfactory if no more than two notices of discontinuance have been mailed in the preceding six month period.~~

~~2.6 — If any deposit becomes inadequate or excessive, based on the customer's average usage for the six preceding months, a request for an additional deposit or a refund of the amount in excess will be made.~~

~~2.7 — When a deposit is required, the Company must inform the customer of the reason for the requirement, how the amount was determined, and of the customer's right to appeal the deposit requirement to the Company and to the Division, pursuant to Part VII of these Procedures.~~

PART III — PAYMENT REQUIREMENTS

~~3.1 — The Company may require a customer to make an advance payment equal to the total of the service charges and other applicable nonrecurring charges. At the request of a customer, arrangements may be made for installment billing of nonrecurring charges provided, however, that the installments do not exceed three months. Advance payment may be required when credit information is vague or unclear or there is a strong indication of unwillingness to pay on the part of the customer. This would appear, for example, in answers to questions dealing with name, source of income and employment. In this instance, the following credit information would be requested: name, address, employment, previous service, does the applicant own or rent, at what number can he/she be reached.~~

~~3.2 — The Company shall allow each customer at least 30 calendar days from receipt of the bill for payment in full.~~

~~3.3 — The Company will use advance toll notification to bring to the attention of the customer uncharacteristically high toll usage.~~

~~(a) The Company will identify accounts accruing \$140 or more in toll usage prior to the regular billing date.~~

~~(b) A careful analysis will be made of each case to determine if there is sufficient reason to contact the customer about his ability to meet his payment.~~

~~(c) Where there is high risk involved, the customer will be contacted and queried as to whether there is any question regarding the toll usage and if not, he will be asked about his ability to meet his payments.~~

~~(d) If mutually satisfactory arrangements are not made, the Company will notify the customer that toll service will be interrupted in five calendar days from the receipt of notice and will inform the customer about his right to appeal to the Division.~~

~~3.4 — In determining whether to impose the advance payment requirements under Paragraph 3.1 or the advance toll notification requirements under Paragraph 3.3, or the deposit requirements under Paragraphs 2.1 or 2.2, the Company shall not discriminate against any customer on the basis of race, color, religion, national origin, sex, marital status, occupation, or age (provided the customer has the capacity to contract), or because all or part of the customer's income derives from any public assistance program.~~

~~3.5 — Customers with outstanding final bills who are unable to pay the entire amount prior to installation of new service will be offered the Plans detailed in 3.5.1 and 3.5.2. Initially, the customer may choose either plan. However, if the customer fails to comply with the terms of Plan 1, the Company will provide written notice to the customer stating that the customer must comply with the terms of Plan 1 within 5 calendar days of receipt of the notice, or the customer will be enrolled in Plan 2. If after such notice the customer does not comply with the terms of Plan 1, the customer will be enrolled in Plan 2.~~

~~Deposits prior to installation of service will not be required under either plan and installation charges will be billed in four (4) equal monthly installments.~~

~~3.5.1 — Plan 1~~

~~The customer agrees to pay the final bill in six (6) equal monthly installments and also agrees to pay all current charges when due. The first of the six installment payments shall be paid upon enrollment in Plan 1. Installment payments will be applied to delinquent Company charges first. In addition, the Company will remove all auxiliary exchange services from the customer's account. Thereafter, the customer will be limited to basic exchange service for the duration of the Plan. In addition, the customer may obtain Non-Published service. Upon full payment of the final bill, the customer may elect to subscribe to auxiliary exchange services at tariff rates and charges.~~

~~3.5.2 — Plan 2~~

~~The customer agrees to pay the final bill in twelve (12) equal monthly installments and also agrees to pay all current charges when due. The first of the twelve installment payments shall be paid upon enrollment in Plan 2. Installment payments will be applied~~

~~to delinquent Company charges first. Upon enrollment in Plan 2 the Company will install Curb a Charge (R.I. P.U.C. No.15, Part A— Section 6, 6.6) at no cost to the customer. In addition, the Company will remove all auxiliary exchange services from the customer's account and, if applicable, cancel the Company's Calling Card and notify the customer's Primary Interexchange Carrier. Thereafter, the customer will be limited to basic exchange service for the duration of the Plan. In addition, the customer may also obtain Non Published service. Upon full payment of the final bill, the Company will remove Curb a Charge service and notify the customer's Primary Interexchange Carrier. The customer may elect to subscribe to auxiliary exchange services at tariff rates and charges and reapply for the Company's Calling Card. A delinquent customer is eligible for one renegotiation of the terms of this payment Plan if he meets the following conditions:~~

~~(1) The customer has not been enrolled in Plan 1 within the preceding 12 months.~~

~~(2) At least 40% of the final bill has been paid.~~

~~Specific dates will be established for payment of the monthly installments. If payment is not received on the payment date, the customer will be subject to discontinuance of service after the Company completes the following procedures. The Residence Service Center will make two telephone call attempts to advise the customer prior to discontinuance. If the customer cannot be reached by telephone, the Company will send written notice to the customer. The written notice shall state the reasons for the proposed discontinuance. The customer's service may be discontinued three days after the second telephone call attempt is completed or the written notice is received, whichever is applicable. The customer's service will not be discontinued if the Company's charges have been paid in full.~~

PART IV — NOTICE OF DISCONTINUANCE

~~4.1 — Notice of Discontinuance shall not be issued until an account has become delinquent and must be sent by first class mail or be hand-delivered at least 15 calendar days prior to the proposed discontinuance.~~

~~4.2 — Notice of discontinuance shall not be issued if the entire amount of a delinquent account is the subject of a pending dispute pursuant to Part VII of these Rules. The Company may, however, issue a notice of discontinuance for nonpayment of that portion of the delinquent account which is not the subject of a pending dispute pursuant to Parts V and VII of these Rules.~~

~~4.3 — Notice of Discontinuance shall contain the following information:~~

~~(a) the grounds upon which the proposed discontinuance is based;~~

- ~~(b) the Company's intention to discontinue service unless the Company receives the amount due or makes mutually satisfactory payment arrangements with the customer;~~
- ~~(c) the date on which service will be discontinued, unless the customer takes appropriate action;~~
- ~~(d) the length of time (10 calendar days) that service will be discontinued prior to effecting removal;~~
- ~~(e) the restoral charges due if payment in full or satisfactory payment arrangements are made during the discontinuance period;~~
- ~~(f) the minimum service charge for the reestablishment of service that has been removed subsequent to discontinuance;~~
- ~~(g) the address and telephone number of the business office responsible for any inquiries about the bill or notice, and a statement that intrastate toll calls to that office may be made collect;~~
- ~~(h) the customer's right to delay discontinuance if unable to pay the bill and if a seriously ill person (certified so by a medical doctor) is on the premises, or if some other personal emergency requiring continued telephone service exists;~~
- ~~(i) a statement that if any resident in the home is handicapped, or all residents in the home are elderly, discontinuance may be averted in accordance with the safeguards and protections contained in Part IX upon the conditions described therein;~~
- ~~(j) a statement that disputes may be referred to the Division at a designated telephone number but that no appeal should be made to the Division without first attempting to resolve the matter with the Company.~~

~~4.4 — The Company shall include the following legend printed on the face of all bills and notices of discontinuance in Spanish, Portuguese or any other language determined by the Company or the Division to be the primary language of a substantial number of customers of the Company.~~

~~THIS BILL (NOTICE) IS IMPORTANT.~~

~~TRANSLATE IMMEDIATELY.~~

PART V—DISCONTINUANCE/REMOVAL PROCEDURES

5.1—Verification

~~The Company shall not discontinue a customer's service without first attempting to contact the customer or a responsible adult member of the household. The Company shall make its best effort to complete a verification call to remind the customer of the pending discontinuance and of the options available to avoid it. If a verification call cannot be completed on the first attempt, a second attempt will be made on a subsequent business day. When circumstances warrant, and the customer or an adult cannot be reached by telephone, a verification letter may be sent as an alternative.~~

5.2—Discontinuance and Removal of Service

~~(a) Service may be discontinued for one or more of the following reasons:~~

- ~~(1) nonpayment of a undisputed delinquent bill of \$50.00 or more;~~
- ~~(2) nonpayment of a deposit;~~
- ~~(3) failure to comply with the terms and conditions of a deferred payment arrangement as defined in Part III and Part VI;~~
- ~~(4) if the Division orders it;~~
- ~~(5) misrepresentation of identity for the purpose of obtaining telephone service;~~
- ~~(6) violation of Tariff Regulations on file with the Division.~~

~~(b) Service may be removed for the following reasons:~~

- ~~(1) the customer abandons the premises;~~
- ~~(2) the Division orders it;~~
- ~~(3) violation of Tariff Regulations on file with the Division;~~
- ~~(4) as stated in 5.5 of these procedures.~~

~~(c) Service may not be discontinued or removed:~~

- ~~(1) without the notice provided for by these Procedures;~~

- ~~(2) if the outstanding undisputed delinquent account amount is less than \$50.00;~~
- ~~(3) if an emergency exists, as specified in Part VIII of these Rules;~~
- ~~(4) for a deposit or a bill or a portion of a bill under dispute, in accordance with Part VII of these Rules;~~
- ~~(5) if a customer has arranged, and is abiding by, a deferred payment agreement, in accordance with Part III or Part VI of these Rules;~~
- ~~(6) if no payment arrangements have been made and discontinuance of service does not occur within 10 calendar days following the proposed discontinuance date;~~
- ~~(7) if a customer fails to pay for concurrent service received at a separate residence or location, or the failure to pay for a different class of service at the same or different location;~~
- ~~(8) if a customer fails to pay for service provided in the name of another customer;~~
- ~~(9) if a customer in Plan 2 of a deferred payment plan has only non-Company charges outstanding and is current on Company charges;~~
- ~~(10) if the Division forbids it.~~

~~5.3 — Time Restrictions Applicable to Discontinuance of Service~~

- ~~(a) Service shall not be discontinued on a day, or a day immediately preceding a day, when the services of the Company are not available to the general public for the purpose of restoring discontinued service.~~
- ~~(b) Service may be discontinued only between 8:00 a.m. and 3:00 p.m. on the discontinuance date; and barring any payment agreement that might subsequently be dishonored at a date beyond, discontinuance must be effected within 10 calendar days following the scheduled discontinuance date.~~

~~5.4 — Restoral of Service~~

- ~~(a) Service will be restored during business hours of the day on which payment is received or arrangements made, or not later than the first working day thereafter.~~
- ~~(b) If an emergency exists, service will be restored the same day the Company is notified of such emergency.~~

~~(c) The restoral charge will be billed in the billing period following the restoral.~~

~~5.5 — Removal of Service~~

~~The Company may remove service 10 calendar days after the date of discontinuance, if the bill has not been paid in full, or if a customer has not made and subsequently honored a deferred payment arrangement as defined in Part VI, and providing there is no requirement to restore service because of a serious illness or an emergency.~~

~~PART VI — DEFERRED PAYMENT PLANS~~

~~6.1 — If a customer cannot pay a delinquent account in full, the Company will attempt to negotiate a mutually satisfactory deferred payment plan.~~

~~6.2 — The Company shall offer the following payment plans to the customer. Initially, the customer may choose either plan. However, if the customer fails to comply with the terms of Plan 1, the Company will provide written notice to the customer stating that the customer must comply with the terms of Plan 1 within 5 calendar days of receipt of the notice, or the customer will be enrolled in Plan 2. If after such notice the customer does not comply with the terms of Plan 1, the customer will be enrolled in Plan 2.~~

~~6.2.1 — Plan 1~~

~~The customer agrees to pay all delinquent charges in six (6) equal monthly installments and also agrees to pay all current charges when due. The first of six installment payments shall be paid upon enrollment in Plan 1. Installment payments will be applied to delinquent Company charges first. In addition, the Company will remove all auxiliary exchange services from the customer's account. Thereafter, the customer will be limited to basic exchange service for the duration of the Plan. Customers who have Non-Published service may keep that service. Upon full payment of the delinquent charges, the customer may elect to subscribe to auxiliary exchange services at tariff rates and charges.~~

~~6.2.2 — Plan 2~~

~~The customer agrees to pay all delinquent charges in twelve (12) equal monthly installments and also agrees to pay all current charges when due. The first of the twelve installment payments shall be paid upon enrollment in Plan 2. Installment payments will be applied to delinquent Company charges first. Upon enrollment in Plan 2, the Company will install Curb a Charge (R.I. P.U.C. No.15, Part A — Section 6, 6.6) at no cost to the customer. In addition, the Company will remove all auxiliary exchange~~

~~services from the customer's account and, if applicable, cancel the Company's Calling Card and notify the customer's Primary Interexchange Carrier. Thereafter, the customer will be limited to basic exchange service for the duration of the plan. Customers who have Non-Published service may keep that service. Upon full payment of the delinquent charges, the Company will remove Curb a Charge service and notify the customer's Primary Interexchange Carrier. The customer may elect to subscribe to auxiliary exchange services at tariff rates and charges and reapply for the Company's Calling Card.~~

~~The Company shall not discontinue Curb a Charge service if a customer in Plan 2 has only non-Company charges outstanding and is current on Company charges.~~

~~Specific dates will be established for payment of the monthly installments. If payment is not received on the payment date, the customer will be subject to discontinuance of service after the Company completes the following procedures. The Residence Service Center will make two telephone call attempts to advise the customer prior to discontinuance. If the customer cannot be reached by telephone, the Company will send written notice to the customer.~~

~~The written notice shall state the reasons for the proposed discontinuance. The customer's service may be discontinued three days after the second telephone call attempt is completed or the written notice is received, whichever is applicable. The customer's service will not be discontinued if the Company charges have been paid in full.~~

~~A delinquent customer is eligible for one renegotiation of the terms of this payment plan if he meets the following conditions:~~

- ~~(1) the customer has not been enrolled in Plan 1 within the preceding 12 months,~~
- ~~(2) at least 40% of the original delinquent bill has been paid.~~

~~6.3 — If a mutually satisfactory agreement or a payment plan cannot be reached, the Company shall inform the customer of the right to appeal to the Division.~~

- ~~(a) Such appeal must be made within two business days.~~
- ~~(b) Service may not be discontinued pending the Division's review of appeal.~~
- ~~(c) If the customer indicates to the Company that he will appeal and notification of appeal has not been received from the Division within three business days thereafter, the Company has the right to discontinue service for any delinquent balance of \$50.00 or more.~~

~~6.4 — The Division shall rule within 5 business days on the appeal, notify the customer and the Company of the decision, and advise the customer of the right to further review in accordance with Section VII.~~

PART VII — DISPUTES

~~7.1 — If any matter relating to a bill or deposit is disputed by the customer, a thorough investigation shall be made by the Company. The results of the investigation shall be given to the customer and every reasonable effort will be made to resolve the complaint.~~

~~7.2 — Informal Review By The Division of Public Utilities and Carriers~~

~~(a) In the event of a dispute between the Company and the customer which cannot be adjusted with mutual satisfaction after an initial consultation with an employee of the Consumer Section of the Division, the customer or the Company may request a review by the Public Utilities Administrator or his designee who shall investigate the complaint, afford each party to the dispute a reasonable opportunity to be heard, and communicate his findings to the parties. During the pendency of such review the Company shall not discontinue service to the customer due to the circumstances out of which the dispute arose. The customer or the Company may request a review of the disputed issue at any time and the request may be made in any reasonable manner including telephoning the Division of Public Utilities and Carriers.~~

~~(b) Requests for informal review regarding disputes about the amount or payments of bills must be made within the notice period as defined in Part IV, Paragraph 4.1 of these regulations, or, in the case of any other dispute, within ten (10) days after the public utility action or decision which is disputed.~~

~~7.3 — Informal Review Procedure~~

~~(a) An informal review shall consist of a factual investigation into the dispute by a reviewing officer designated by the Public Utilities Administrator. Each party to the dispute shall be afforded a reasonable opportunity to be heard. Upon completion of the review the reviewing officer shall render a written decision and order.~~

~~(b) Where a disputed issue involves an outstanding bill for previous telephone service or a delinquent account and the reviewing officer finds that the debt is owed or that the account is delinquent and the customer does not have and cannot obtain funds to pay the debt or delinquent account in full on demand, the reviewing officer shall mandate the terms and conditions of a deferred payment agreement consistent with the provisions of Part III or Part VI.~~

~~(c) The informal review shall be completed promptly in all cases where the customer is without service.~~

7.4 — Decision of Reviewing Officer

~~(a) A written notice of decision and order after informal review shall be sent to the parties and their counsel.~~

~~(b) A notice of decision and order must contain the following information, as appropriate.~~

~~—A statement of the decision and order and a statement of the material facts underlying that decision and order,~~

~~—The date of proposed termination, if known and applicable,~~

~~—A statement of the right of any party to an evidentiary hearing before the Public Utilities Administrator or designee of the Public Utilities Administrator prior to termination, if applicable, or promptly if services have been terminated, should the reviewing officer's decision be disputed,~~

~~—A statement which specifies the procedure for initiating an evidentiary hearing as set forth in Paragraph 7.5.~~

~~—A statement of the right to retain, and to be represented by, counsel or another person of choice.~~

~~(c) Service may not be discontinued during the informal review procedure or for at least ten (10) days after notice of decision is mailed.~~

7.5 — Hearing

~~Any party aggrieved by the decision of a reviewing officer after informal review shall have a right to an evidentiary hearing before a hearing officer designated by the Public Utilities Administrator to conduct hearings under this section. The hearing officer conducting the hearing shall not have been involved in the informal review or in any other proceeding relating to the current dispute. A request for an evidentiary hearing must be made within ten (10) days of receipt of a decision resulting from informal review. Where a request is made within ten (10) days of receipt of a decision resulting from informal review, any termination permitted by the decision and order of the reviewing officer shall be suspended pending the decision and order of a hearing officer under this section. A request for a hearing may be made in any reasonable manner as by written notice or telephoned request directed to the Division or its personnel.~~

~~Upon receipt of a request for an evidentiary hearing, the Public Utilities Administrator shall:~~

- ~~— Schedule an evidentiary hearing to be held within fourteen (14) days.~~
- ~~— Notify all parties and their counsel of the hearing.~~
- ~~— Issue a written decision within 30 days from the completion of the evidentiary hearing process.~~

7.6 — Hearing Procedure

- (a) ~~As part of an evidentiary hearing, the parties shall have the following rights:~~
 - ~~(1) the right to appear in person and to retain, and be represented by, counsel or another person of their choice,~~
 - ~~(2) the right to present evidence, both oral and documentary,~~
 - ~~(3) the right to present both oral and written argument,~~
 - ~~(4) the right to confront and cross-examine witnesses,~~
 - ~~(5) the right to have witnesses and documents subpoenaed pursuant to Rhode Island General Laws Section 39-1-13 and Section 39-1-15,~~
 - ~~(6) the right to examine a list of all witnesses who will testify for the adverse party and all documents, records, files, account data, and similar material which may be relevant to the issues to be raised at the hearing at least ten (10) days prior to a scheduled hearing, and~~
 - ~~(7) the right to a record of the hearing proceedings.~~

7.7 — Notice of Decision

- (a) ~~A written notice of decision after evidentiary hearing shall be sent to the parties and their counsel. This notice shall be given by first class mail at least ten (10) days prior to any termination permitted after evidentiary hearing.~~
- (b) ~~The notice of decision shall:~~
 - ~~(1) set forth all findings of fact and law.~~
 - ~~(2) set forth the decision and order which shall include any termination date,~~

~~(3) set forth the reasons for the decision and order,~~

~~(4) set forth the right to judicial review by any party aggrieved by the decision and order.~~

~~7.8 — Jurisdiction to Grant Exception~~

~~The Public Utilities Commission or Public Utilities Administrator retains the jurisdiction to grant an exception to the provisions of these regulations to any party for good cause shown.~~

~~7.9 — Judicial Review~~

~~The decision and order after evidentiary hearing may be reviewed as set forth in Title 39 of the Rhode Island General Laws (as amended), and the State Administrative Procedures Act, Title 42, Chapter 35 of the Rhode Island General Laws (as amended).~~

PART VIII – SERIOUS ILLNESS OR OTHER EMERGENCY

~~8.1 — If the customer claims that there is a seriously ill person residing at the household where service is furnished, and is unable to pay because of a demonstrated hardship, the Company shall postpone discontinuance if continued access to the telephone is required because of serious illness. If service has already been discontinued, it will be restored the same day the Company is notified of such illness or other emergency. Such postponement or restoral will be predicated on the receipt of certification of the illness by a registered physician. The certificate shall state the name and address of the seriously ill person, the nature of the illness and the physician's office address and telephone number. Certification of serious illness shall be sufficient if initially made by telephone. In such event, the Company shall inform the certifying physician that a written certificate provided by the Company, setting forth the information required, must be forwarded to the Company within seven days. If the Company does not receive written certification of the serious illness within seven days, it shall contact the customer or the certifying physician prior to discontinuing service.~~

~~8.2 — Certification will be valid for the duration of the illness or for 30 calendar days, whichever is less, and is renewable only once with the approval of the Division.~~

~~8.3 — The Company must honor a registered physician's certification of serious illness, but may seek Division review of the validity of the certification pursuant to Part VII of these regulations.~~

~~8.4 — If at the expiration of the certification period, the customer has not paid the delinquent bill or the deposit, or has not agreed to a deferred payment arrangement, the Company may discontinue service. However, a written notice must be received five calendar days before the discontinuance.~~

~~8.5 — If the customer claims that any other emergency exists at the household where the service is rendered, the Company shall postpone discontinuance of service or shall restore discontinued service until the emergency situation is over. Such an emergency could be, for example, death in the household or a serious personal matter which would necessitate continuation of telephone service for a period of time agreed to mutually.~~

~~PART IX — DISCONTINUANCE OF SERVICE TO THE ELDERLY AND HANDICAPPED~~

~~9.1 — The Company shall devise procedures and methods reasonably designed to identify, before discontinuance of service for nonpayment, accounts affecting households in which all residents are 65 years of age or over, or any residents are handicapped.~~

~~A member of such a household may request the protection afforded by these rules by submitting to the Company on a form supplied by the Company, the account number, service address and the name, date of birth and social security number of each elderly member of the household and in the case of the handicapped, the appropriate identification criteria.~~

~~9.2 — On receipt, the Company will verify the information and identify the accounts. The Company will send notification to the households stating that records have been appropriately noted and that as long as the outlined conditions exist, the Company will not discontinue service for failure to pay a past due bill without the approval of the Division.~~

~~9.3 — Written approval from the Division of Public Utilities must be obtained by the Company before terminating service in a household where all residents are 65 years of age or older, or any residents are handicapped.~~

~~9.4 — On receipt of an application to discontinue service, the Division, in the course of an investigation, will establish that (a) the residents of the household have received proper notification;~~

~~(a) the residents of the household have received proper notifications;~~

~~(b) the Company has in good faith attempted to secure payment by reasonable means other than discontinuance and has not refused to accept payment arrangements that are just and equitable.~~

~~In appropriate cases, the Division may hold hearings as a result of the investigation. The Division will notify the Company and the customer of the results of the investigation.~~

~~9.5 — If a member of a household in which all residents are 65 years of age or older or any residents are handicapped so desires, the Company shall provide to a third person, designated by such customer, notices pertaining to discontinuance of service. In no event shall the third party so notified be liable for the account of the customer.~~

~~PART X — DISCONTINUANCE OF SERVICE IN CASES INVOLVING MARITAL DISPUTES~~

~~10.1 — The Company shall not discontinue service to a customer for nonpayment where the Company is advised by the spouse of the named customer or the named customer that the reason for nonpayment is the absence of the named customer or the major wage-earning spouse from the residence because of a marital dispute, and where the spouse remaining in the residence:~~

~~(a) establishes by independent evidence that the named customer or major wage-earning spouse is no longer living at the residence. A copy of a petition for divorce or separation, or a letter attesting to a pending divorce or separation proceeding from legal counsel, or proof of eligibility for Aid to Families with Dependent Children, or other evidence satisfactory to the Company, shall constitute sufficient independent evidence under this subsection;~~

~~(b) agrees to provide information concerning the location and employment of the named customer or the major wage-earning spouse; and~~

~~(c) agrees to establish a new account in his or her own name for prospective charges and to make a deposit as security for payment of prospective charges, if a deposit would be otherwise permitted under these procedures.~~

~~The preceding rules and regulations, after due notice and an opportunity for hearing, are hereby adopted and filed with the Secretary of State this 13th day of October, 1992, to become effective twenty (20) days after filing, in accordance with the provisions of R.I.G.L. 1956 (1988 Reenactment) Sec.42-35-2 (a) (2), Sec.42-35-3 and R.I.G.L. 1956 (1984 Reenactment) Sec.39-1-11.~~

~~10/13/92~~

~~Date~~

~~James J. Malachowski, Chairman~~

