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Termination of Electric, Gas, Water and Sewage Utility Service

Sec. 16-3-100 Termination of utility service

(a) Definitions. As used in this section:

(1) "Customer" or "customer of account" means any person or entity which has contracted with a utility company for utility service. If residential utility service has gone to the joint benefit of spouses or to the support of their family then both spouses are customers of the utility company even if only one spouse expressly contracted with the company for residential utility service. For the purposes of subsection (j) of this section, the spouse who expressly contracted for residential utility service is the named customer and the spouse who did not expressly contract for such service is the unnamed customer;

(2) "Residential customer" means a customer who contracts with a utility company for utility service at residential premises for domestic purposes;

(3) "Commercial customer" or "Industrial customer" means a customer who contracts with a utility company for utility service at nonresidential premises, whether for profit or not for profit;

(4) "Interruptible customer" means a commercial or industrial customer who contracts with a utility company for utility service on an interruptible basis which usually requires the availability of an alternate fuel;

(5) "Delinquent account" means a bill for utility service which has remained unpaid for a period of more than 33 days from the date a bill is mailed by a utility company which bills upon a monthly basis; or a bill for utility service which has remained unpaid for a period of more than 63 days from the date a bill is mailed by a utility company which bills on a bi-monthly or quarterly basis, except for a bill for utility service from a municipal water utility which becomes delinquent in accordance with the regulations of the governing body. No partial payment of any delinquent account shall affect the delinquent status of the amount remaining unpaid on such account;

(6) "Hardship" or "hardship case" means a person receiving or seeking reinstatement of residential gas or electric utility service from November 1st to April 15th who lacks the financial resources to pay his or her entire bill for gas and electric utility service, including but not limited to:

(A) A person receiving local, state, or federal public assistance, including but not limited to:

- (i) aid to the blind;
- (ii) aid to families with dependent children;
- (iii) old age assistance;
- (iv) aid to the disabled;
- (v) Medicaid
- (vi) supplemental security income; or
- (vii) general assistance;

(B) A person whose sole source of financial support is derived from social security, veterans' administration or unemployment compensation benefits;

(C) A person who is head of the household and unemployed, and whose household income is less than three hundred per cent of the poverty level determined by the federal government;

(D) A person or any resident of the person's home who is seriously ill, as certified by a registered physician in accordance with subsection (e) (2) of this section, or has a life threatening situation;

(E) A person whose income falls below one hundred twenty five per cent of the poverty level as determined by the federal government in accordance with the income poverty guidelines from the regional office of family assistance, Department of Health and Human Services or its successor agency; or

(F) A person whose circumstances threaten a deprivation of the necessities of life for himself or herself or dependent children of his or her household if payment of a delinquent utility bill is required;

(7) "Head of household" means a customer who provides the major source of income for himself or herself and dependent children of the household;

(8) "Necessities of life" means those things without which survival would be endangered, including but not limited to food, clothing, shelter, medical expenses, and heat;

(9) "Department of Public Utility Control" or "DPUC" means the Department of Public Utility Control;

(10) "DPUC hearing officer" means a hearing officer designated by the DPUC to conduct hearings pursuant to subsections (f) and (g) of this section. A DPUC hearing officer may be a member of the DPUC's staff who performs functions unrelated to conducting hearings but shall not be a person who has participated in the investigation in the same case pursuant to subsections (f)(3) and (g)(2) of this section;

(11) "Reasonable amortization agreement" means a promise to a

utility company to pay a delinquent account over a period of time;

(12) "Receipt" or "received" means three days after the date of mailing, or, if a bill, notice or other document is delivered rather than mailed, the date of delivery, unless another date can be shown;

(13) "Residential utility service" means utility service provided by a utility company to a customer at a place of residence;

(14) "Review officer" means a person designated by a utility company to investigate customer complaints and to undertake informal reviews as provided in subsections (f) and (g) of this section. A review officer may be any employee of the utility company other than a member of the utility company's credit department who has previously participated in the investigation; provided, however, that if the utility company employs fewer than 25 full time employees, a member of the credit department may act as review officer. A review officer shall be empowered to review and overrule determinations of members of the utility company's credit department on subjects within the review officer's authority as prescribed in subsections (f) and (g) of this section;

(15) "Termination" or "terminate" means the voluntary discontinuance of service to an individual utility customer but shall not include interruption or curtailment of service consistent with interruption pursuant to DPUC-approved tariffs or resulting from forced outages, energy or capacity shortages or other emergencies;

(16) "Utility company" or "company" means any gas, electric, or water company, corporation or other entity within the jurisdiction of the DPUC which provides utility service and any municipal utility which furnishes electric, gas or water service. In the case of municipal utilities, the provisions of this section shall apply to termination of residential service for nonpayment of a delinquent account. Subsections (b) (3) (A), (b) (3) (B) and (f) of this section shall apply only to companies providing residential electric or gas service;

(17) "Utility service" means the provision of gas, electricity, or water by a utility company to a customer at retail rates and shall include, without limitation, residential utility service;

(18) "Identification" means a social security number, the number of an identity card issued pursuant to section 1-1h of the Connecticut General Statutes, the number of a motor vehicle operator's license issued pursuant to section 14-36 of the Connecticut General Statutes or any other means of identification approved by the Department of Public Utility Control;

(19) "Household income" means the combined income over a twelve month period for the customer and all adults, except minor children of the customer, who are and have been members of the household for six months or more;

(20) "Life threatening situation" means a condition certified by a registered physician that would endanger the life of the customer or a member of the customer's household if gas or electric service were terminated;

(21) "Business office" means any office facility that is operated by the utility company;

(22) "Energy assistance" means any payment credited to the customer's account which is administered by the Department of Social Services (DSS) and drawn from programs funded, administered or offered by any local, state or federal government, including but not limited to, the Connecticut Energy Assistance Program (CEAP) and State Appropriated Fuel Assistance Program (SAFA);

(23) "Customer payment" means any payment or payments, other than energy assistance, made by or on the behalf of a customer; and

(24) "Day" means calendar day.

(b) Grounds for termination; termination with and without notice: utility service may be terminated only for the reasons listed below.

(1) Grounds for termination of service without notice. Utility service may be terminated without notice only for the reasons listed below:

(A) in the event that the provision of the utility service would constitute a condition determined by the utility company to be hazardous.

(2) Grounds for termination of service with notice. Utility service may be terminated with notice for the reasons specified below only in accordance with the procedures set forth in subsection (d) of this section:

(A) in the event that the furnishing of service would be in contravention of any orders, ordinances or laws of the federal government or by the State of Connecticut or any political subdivision thereof;

(B) where residential service is being provided pursuant to an agreement whereunder the customer is permitted to amortize the delinquent balance of an account for service provided to that customer over a reasonable period of time, and the customer fails to comply with the terms of the agreement, or to simultaneously keep current the customer's account for utility service as charges accrue in each subsequent billing period. Where the customer has made a payment or payments amounting to 20% of the balance due, notice pursuant to subsections (d)(1)(A) and (d)(1)(B) of this section of the conditions the customer must meet to avoid termination of service shall be required. Such notice shall not entitle the customer to further review as provided by subsection (f) of these regulations or to additional notice upon subsequent payment of 20% of the balance due. The provisions of this subparagraph (B) shall not apply from November 1st to April 15th to residential customers receiving electric utility service, who have been determined to be hardship cases and to lack the financial resources to pay the entire account. From November first to April fifteenth, inclusive, no gas company and no municipal utility furnishing gas shall terminate or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between April sixteenth and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to April fifteenth, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to April fifteenth, inclusive, only if the customer has failed, since the

preceding November first, to make a customer payment of the lesser of:  
(i) twenty percent of the outstanding principal balance owed the gas company as of the date of termination; (ii) one hundred dollars, or (iii) the minimum payments due under the customer's reasonable amortization agreement;

(C) in the event of tampering with water pipes, meters or other utility equipment by the customer of a water company;

(D) fraud or material misrepresentation in obtaining utility service;

(E) customer use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others, after the customer has first been notified and afforded an opportunity to remedy the interfering influence;

(F) violation of or non-compliance with the rules of the utility which have been filed with and approved by the DPUC;

(G) failure of the customer to provide the utility reasonable access to its equipment,

or in the event access thereto is obstructed or hazardous;

(H) customer failure or refusal to reimburse the utility for repairs to or loss of utility property on the customer's property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or his agents; provided, however, that for the purpose of this section 16-3-100 ``utility property on the customer's property'' shall not be deemed to include hot water heaters or other similar equipment furnished to the customer under a separate contract and not used in connection with the furnishing of utility service;

(I) failure of the customer to furnish such service, equipment, permits, certificates or rights-of-way as shall have been specified by the utility company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated;

(J) non-payment of a delinquent account, provided that the utility company has notified the customer of the delinquency and has made a diligent effort to have the customer pay the delinquent account. The utility company shall be deemed to have made a diligent effort to have the customer pay the delinquent account if it complies with all procedures prescribed in subsections (c) through (h) of this section;

(K) failure of a non-residential customer to fulfill any other obligation under the customer's contract with the utility company;

(L) in the event unauthorized unmetered service or unauthorized metered service is found to be used; or

(M) In the event of a person's failure to provide identification no later than 15 days of opening an account.

(3) Exceptions. Notwithstanding subdivisions (1) and (2) of this subsection, no utility company shall:

(A) terminate service to any gas or electric residential customer whose service is subject to termination for a delinquent amount until

the company first offers the customer an opportunity to enter into a reasonable amortization agreement. The specifics of the reasonable amortization agreement may vary according to the particular case and shall be determined by both utility company and customer receiving residential utility service. Such agreement shall be subject to change upon the showing by the customer of a change in financial circumstances. When a reasonable amortization agreement has been made with a residential utility customer, the company may charge a rate of interest on the unpaid balance of that customer's delinquent account. This interest shall be simple non-cumulative interest, at the rate of 6% per annum or 1/2 of 1% per month;

(B) terminate or refuse to reinstate, from November 1st to April 15th, inclusive, residential electric or gas service in hardship cases, provided, however, from November first to April fifteenth, inclusive, no gas company and no municipal utility furnishing gas shall terminate or refuse to reinstate residential gas service in hardship cases where the customer uses such gas for heat and lacks the financial resources to pay his or her entire account, except a gas company that, between April sixteenth and October thirty-first, terminated gas service to a residential customer who uses gas for heat and who, during the previous period of November first to April fifteenth, had gas service maintained because of hardship status, may refuse to reinstate the gas service from November first to April fifteenth, inclusive, only if the customer has failed, since the preceding November first, to make a customer payment of the lesser of: (i) twenty percent of the outstanding principal balance owed the gas company as of the date of termination; (ii) one hundred dollars, or (iii) the minimum payments due under the customer's reasonable amortization agreement;

(C) terminate residential utility service to the home of any customer during such time as any resident therein is seriously ill or in a life threatening situation, as certified to the utility company by a registered physician in accordance with the procedures prescribed in section 16-3-100(e);

(D) terminate utility service to a customer during the pendency of any complaint, investigation, hearing or appeal initiated by such customer under subsections (f) and (g) of this section; provided, however, that nothing in this subparagraph shall be construed to relieve a customer of the obligation to pay any undisputed bill or portion thereof during the pendency of any such complaint, investigation, hearing or appeal nor shall prohibit the company from interrupting service to interruptible customers consistent with DPUC-approved tariffs;

(E) terminate utility service in any manner which would violate any provision of the Connecticut General Statutes;

(F) refuse to reinstate utility service to the home of any former customer if any resident therein becomes seriously ill or a life threatening situation occurs, and as certified to the utility company by a registered physician in accordance with the procedures prescribed in section 16-3-100(e);

(G) terminate or deny utility service for failure to pay for merchandise purchased from the utility;

(H) terminate or deny utility service for failure to pay for a different type of utility service (i.e. electric and gas or repair of

customer owned or rented equipment) or for a different class of service (i.e. commercial or residential) at the same or another location or for repair of customer owned or rented equipment;

(I) terminate or deny utility service for failure to pay the bill of another customer as guarantor thereof;

(J) terminate or deny utility service for failure to pay a charge found to be improper for billing purposes under sections 16-11-23, 16-11-35, 16-11-71, 16-11-83, 16-11-84, 16-11-110, and 16-11-120 of the Regulations of Connecticut State Agencies;

(K) terminate or deny utility service for failure to pay an estimated bill unless the customer refuses to provide access for the reading of the meter during the company's normal working day or to provide a customer reading, except where the company may estimate a bill in accordance with sections 16-3-102, 16-11-34, 16-11-35, 16-11-71, 16-11-107, and 16-11-102 of the Regulations of Connecticut State Agencies;

(L) terminate or deny utility service for delinquency in payment for service by a previous occupant of the premises to be served;

(M) threaten to terminate or to take other actions that cannot legally be taken;

(N) terminate utility service for any of the reasons provided in subsection (b)(2) of this section, on any Friday, Saturday, Sunday, state or federal holiday or day before any state or federal holiday or at any time during which the business offices of the company are not open to the public or within one hour before the closing of such offices, except that a commercial or industrial customer's utility service may be terminated on a Friday provided that the utility company's business offices are open on Saturdays;

(O) terminate, between November 1 and April 15, gas or electric service to a residential customer whose service is subject to termination for nonpayment of a delinquent account until the company first gives the customer, in person or by certified mail, notice of the customer rights as filed with the DPUC in accordance with subsection (c)(2) of this section; or

(P) terminate or refuse to reinstate gas or electric service provided at interruptible rates to singly metered multi-unit residential buildings in cases where the customer has failed to curtail usage. In such cases the company shall comply with the requirements of subsection (I) of this section, and may transfer the customer to the most advantageous firm rate.

(c) Notice to customers of rights under this section:

(1) Every utility company shall file with the DPUC no later than 45 days of the enactment of these regulations a brief explanation of the rights of customers provided under this section. The DPUC may require any modification in the explanation as it deems necessary to insure actual notice to customers of the provisions of this section.

(A) Such explanation shall be available upon request at each office of the company;

(B) Every utility company shall send to each of its customers at

least once a year and to each new customer upon initiation of service notice that such explanation is available upon request to the company;

(C) Every termination notice issued by a utility company shall contain or be accompanied by such explanation; and

(D) Any utility company which has a substantial number of Spanish speaking people living within its service area shall provide the foregoing explanation in Spanish and in English.

(2) In addition to the requirements set forth in subdivision (1) of this subsection, every gas and electric company shall file with the DPUC no later than 45 days of the enactment of these regulations an explanation of the rights of the customers

provided under subsection (f) of this section.

(d) Notice of termination.

(1) Service may be terminated only in accordance with the following notice requirements:

(A) Except where service is disconnected pursuant to the provisions of subsection (b)(1) of this section no utility company shall terminate service to a customer prior to 13 days after notice of the proposed termination has been sent by first class mail to the address of and addressed to the customer to whom service is billed and to any third party designated by the customer pursuant to section 16-3-100(h) and prior to compliance with section 16-3-100(i). When a person opening an account with a utility company does not provide identification, the company shall furnish the service and provide notice that the service may be terminated pursuant to section 16-3-100(b)(2)(M) if, after fifteen days, identification is not provided.

(B) If service is not terminated prior to the mailing of a subsequent termination notice, service may not be terminated prior to the latest date specified by the company pursuant to subdivision (2)(c) of this subsection, except that, if an electric or gas company has issued a notice under subsection (d)(1)(A) of this section but failed to terminate the electric or gas service prior to issuing a new bill to the customer, the company shall mail an additional notice of the impending termination to the customer prior to termination of the electric or gas service. Such notice shall be addressed to the customer and sent via first class mail at least thirteen days, or certified mail at least seven days, prior to termination of the electric or gas service. If the electric or gas company provides multiple dates of termination to the customer, the company shall not terminate the electric or gas service prior to the latest of said dates, or for balances that are not delinquent in accordance with subsection (d)(1)(A) of this section. For purposes of this section, the thirteen-day period and seven-day period shall commence on the date that the notice is mailed.

(C) If an electric or gas company fails to terminate the electric or gas service in 120 days or less after the mailing of a notice of termination, the company shall mail another notice to the customer at least 13 days prior to termination.

(D) In addition to the termination notices required in subparagraphs (A) and (B) of this subdivision, an electric or gas



company shall send a notice via first class mail to the customer, which notice shall state the amount of the delinquent balance of the customer's account and inform the customer that the termination notice remains in effect.

(2) Every termination notice shall contain or be accompanied by:

(A) a statement of the grounds for the proposed termination;

(B) the conditions required to prevent termination of service;

(C) the date after which service may be terminated unless the required conditions

are met;

(D) the conditions for restoration of service if service is terminated, including but is not limited to, any reconnection fee or the possibility of the requirement of a deposit; and

(E) a brief explanation of the customer's rights under section 16-3-100 (c).

(3) No termination notice shall be sent to any customer prior to the time said customer has a delinquent account as defined in section 16-3-100 (a)(2), or prior to the existence of any of the grounds for termination set forth in section 16-3-100 (b)(2).

(4) If, following the receipt of a terminization notice or the entering into of a reasonable amortization agreement, the customer makes payment or payments totalling 20% of the balance due, service may not be terminated prior to 13 days after the mailing of a subsequent termination notice in accordance with the provisions of subsections (d)(1) and (d)(2) of this section. Such subsequent notice shall not entitle such customer to further review as provided by section 16-3-100 (g) or to additional notice upon subsequent payment of 20% of the balance due. If utility service is terminated without notice the company shall keep a record of the conditions which caused the termination. In addition the company shall attempt to notify the customer in a reasonable manner at the time of termination of the conditions which justified the termination, the conditions which must be met to have service restored and the appropriate means of contacting the company for restoral of service. If the customer is not so notified at the time of termination a statement of the above required information shall be left at the premises of the customer.

(e) Termination and serious illness.

(1) As provided by section 16-3-100 (c), every termination notice sent to a customer receiving residential utility service shall include or be accompanied by an explanation of the customer's rights under this section. Such explanation shall plainly indicate that the utility company may not terminate residential utility service to the home of any customer during such time as any resident therein is seriously ill, if the existence of such serious illness is certified to the utility company in accordance with the requirements of section 16-3-100 (e)(2) no later than 13 days after the mailing of the termination notice and if the certification is renewed every 15 days if the doctor has not specified the length of the illness. Such serious illness notice shall also plainly indicate that the utility company has the right to contest before the DPUC the validity of any serious illness certification it

might receive.

(2) A registered physician's certification of serious illness or life threatening situation shall be sufficient if initially made by telephone, subject to the right of the utility company to confirm the validity of the physician's call. If the certification is made by telephone, the utility company shall send to the physician a copy of its certification form, and the certifying physician shall complete and return the certification form to the company no later than seven days after receipt of such form. All certification forms shall contain information required by the department, including but not limited to the following: (A) The name and address of the patient,

(B) whether the condition is a serious illness or a life threatening situation, (C) the length of the serious illness or life threatening situation, and (D) the certifying physician's office address and telephone number.

(3) In cases where residential utility service is continued pursuant to a serious illness certificate or life threatening situation certificate, the customer shall:

(A) Enter into an agreement whereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time, but only while the customer simultaneously keeps current his or her account for utility service as charges accrue in each subsequent billing period except (i) in cases where residential utility service is continued due to a life threatening situation. Customers who are current with the physician's certificate of life threatening situation are expected to remain current with their account or an established reasonable amortization agreement, however they shall not be terminated for failure to remain current with their account or an established reasonable amortization agreement, or (ii) where the customer is determined to be a hardship in accordance with subsections (b)(3)(B) and (f) of this section in which case no such agreement is required between November 1 and April 15; and

(B) renew the serious illness certificate or life threatening situation certificate no later than the last day of the period specified by the physician as the length of the illness or life threatening situation; provided, however, that if the physician has failed to specify the length of the illness or life threatening situation or if the physician has indicated that the length of the illness or life threatening situation is not readily ascertainable, then the serious illness or life threatening situation certificate shall be renewed every 15 days. Each renewal certificate shall be forwarded to the company.

(4) If service is continued pursuant to this subsection and the customer fails to comply with the provisions of subparagraphs (A) or (B) of this subsection, the company may terminate service after providing notice of termination as provided by subsection (d) of this section except that such notice shall not entitle the customer to further review as provided by subsection (f) of this section and service may be terminated after 13 days from the date of mailing of the notice.

(5) If a utility company wishes to contest the validity of a written serious illness certificate, it may request an investigation by the DPUC and a hearing before a DPUC hearing officer pursuant to

section 16-3-100 (g). Section 16-3-100 (g)(3) shall apply in all respects to such hearing.

(f) Review of reasonable amortization agreements and hardship cases.

(1) If a residential customer and an electric or gas utility company are unable to reach a reasonable amortization agreement as specified in subsection (b)(3)(A) of this section, or from November 1st to April 15th are unable to agree on whether the customer is a hardship case and lacks the financial resources to pay his or her entire account, the company shall not terminate service, but shall refer the customer to a specified review officer. The review officer shall attempt to reach a reasonable amortization agreement with the customer.

(2) From November 1st to April 15th inclusive, if a review officer cannot reach a reasonable amortization agreement with a residential customer, the review officer shall determine if the customer is a hardship case. The company may request that the residential customer provide written documentation certifying that he or she is a hardship case and may require such documentation from a social service or other aid agency. All gas and electric utility companies shall file their procedures and requirements for determining hardship cases with the DPUC for its review no later than 45 days of the enactment of this section and periodically thereafter as determined by the DPUC.

(3) If the residential customer disagrees with a review officer on a reasonable amortization agreement or on a decision by the review officer as to whether or not the customer qualifies as a hardship case (November 1st to April 15th), the review officer shall provide a written report to said customer. Such report shall provide the DPUC's Consumer Assistance and Information Division's toll free telephone number and inform the customer that, no later than 5 days after the receipt of the report, he or she has the right to appeal to the DPUC's Consumer Assistance and Information Division for an informal investigation. The DPUC's Consumer Assistance and Information Division shall investigate the dispute no later than 5 days after the customer's request.

(4) If the DPUC's Consumer Assistance and Information Division is unable to settle the dispute to the satisfaction of both customer and company, either the customer or the company may appeal in the form of a formal complaint with the

DPUC pursuant to part I of article 4 of the DPUC's rules of practice requesting a hearing before a DPUC hearing officer. The provisions of section 16-3-100 (g)(3) shall apply. During the time which a customer is appealing a reasonable amortization agreement or denial of hardship status to a utility company or to the DPUC, no terminations shall be effected.

(5) Nothing in this section shall prohibit a gas or electric utility company from terminating gas or electric service after April 15th and prior to November 1st where a customer has a delinquent account and where no amortization agreement has been made, or where such an agreement made pursuant to these regulations has been broken during the last 12 months except where a customer and the company have agreed to change the terms of an amortization agreement in accordance with the changed financial circumstances of the customer as provided in

section 16-3-100 (b)(3)(A), or where the customer has filed an appeal with the DPUC in accordance with this subsection based upon any of the following grounds: (i) a reasonable amortization agreement could not be reached; (ii) a reasonable amortization agreement was broken; or (iii) the customer has a serious illness certificate or life threatening situation certificate in accordance with subsection (e)(2) of this section.

(g) Review of disputed accounts.

Utility service shall not be terminated for any of the reasons listed in section 16-3-100 (b)(2) while any matter pertaining to a reason for termination is in dispute provided the customer has notified the company of the dispute and the customer pursues the dispute according to the following procedure:

(1) investigation by the company.

(A) If the company has mailed a termination notice to a customer and the customer has made a complaint to the company subsequent to issuance of a termination notice, the company shall not terminate service until it has notified the customer orally or in writing of its resolution of the complaint and that the customer may, no later than 7 days after receipt of such notice, request orally or in writing that the complaint be referred to a review officer. If no request is received no later than 7 days from such notification, service may be terminated with no further notice.

(B) If a matter has been referred to a review officer pursuant to subsection (g)(1)(A) of this section, or if, after contacting a customer service representative of the utility company, a customer notifies the review officer by telephone, by mail or in person no later than 13 days after the mailing of a termination notice that any matter related to the proposed termination remains in dispute, including, without limitation, the existence of serious illness in the customer's residence, the accuracy of the amount of the bill or the proper party to be billed, then the review officer shall investigate the customer's complaint, using any procedures appropriate under the circumstances, including but not limited to actual meter readings, and shall send notice in writing to the customer of the review officer's determination of the dispute. In addition, if requested by the customer, the review officer shall consider whether or not it is appropriate to enter into an agreement whereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time while simultaneously keeping current his or her account for utility service as charges accrue in each subsequent billing period.

(C) The written notice of the decision of the review officer shall be sent to the customer no later than 10 days of the receipt of the customer's complaint and shall contain the following statement: "If you still consider our bill to be inaccurate in any respect or if you have any other complaint pertaining to this matter, you have a right to request a further investigation by the Department of Public Utility Control no later than 10 days of the date of the mailing or delivering of this decision."

(2) Investigation by the DPUC.

(A) Not later than 10 days after the mailing or delivering of the review officer's decision to the customer, the customer or the utility company may request in writing that the DPUC conduct an investigation

of the matter in dispute pursuant to section 16-1-116 of the DPUC regulations, and the DPUC shall issue an order forthwith directing that such an investigation be commenced by the DPUC staff no later than seven days after receipt of said request.

(B) After completing its investigation, the DPUC staff shall, if requested by either party, prepare a written report summarizing its findings and shall cause both parties to receive a copy of such report no more than 10 days after the commencement of such investigation, except, the DPUC, within its discretion and for good cause shown, may have an additional seven days after the expiration of the initial 10 day period to prepare its staff report.

(3) Right to a hearing before a DPUC hearing officer.

(A) If the utility and customer are unable to resolve the dispute based upon the report of the DPUC staff, then no later than 10 days after the mailing of the DPUC staff report, either the customer or the utility company may file a formal complaint with the DPUC pursuant to part 1 of article 4 of the DPUC rules of practice requesting a hearing before a DPUC hearing officer.

(B) Upon the timely filing of such a complaint, the DPUC shall issue an order appointing a hearing officer and requiring that such a hearing be commenced not more than 20 nor less than 10 days after the date of filing, provided the DPUC shall mail notice thereof to the parties in interest at least seven days prior to any such hearing.

(C) Such hearing shall be deemed to be a "contested case" within the meaning of Connecticut General Statutes section 4-166(2) and section 16-1-2(e) and sections 16-1-16 through 16-1-44, inclusive, of the Regulations of Connecticut State Agencies.

(D) The report of the DPUC staff shall be part of the record in such hearing and shall be given whatever weight the hearing officer and the DPUC may deem appropriate.

(E) Pending final determination, the DPUC may enter any temporary order which it deems just and equitable.

(F) The hearing officer shall ascertain the facts and report thereon to the DPUC and may prepare the DPUC's docket file and order.

(G) Not later than 20 days after the closing of the hearing, the DPUC shall issue a final order in writing.

(H) The final order shall direct services to be continued or terminated forthwith and may impose such terms and conditions as the DPUC deems equitable to both the customer and the company. Nothing in this section 16-3-100 (g) shall prevent either the customer or the utility company from pursuing any available legal or equitable remedies with respect to the DPUC's decision.

(4) Legal remedies preserved. Except when a customer has entered into an arrangement for the payment of past due bills pursuant to subsections (e) or (g) of this section and has complied with all requirements of such arrangement and of subsection (e), (f), or (g) of this section, as appropriate, none of the provisions of this section shall be construed to prevent a utility company or a customer from pursuing, at any time, any legal remedies regarding customer accounts provided, however, that nothing in subsections (f) and (g)(4) of this

section shall be construed to entitle a utility company or a customer to more than one hearing concerning the same issues in dispute.

(h) Notification of third parties:

Not later than 45 days after the effective date of this section, each company shall file with the DPUC procedures reasonably designed to implement the provisions of this subsection. The DPUC may require any modifications in the procedure which it deems necessary.

(1) Any customer may request, through the procedure specified in the rules and regulations of the company, that a third person designated by the customer receive copies of all notices sent to the customer pertaining to termination of service.

(2) In no event shall the third party so designated be liable for the bills of the customer, except where that party has previously agreed to be responsible for the bills of the customer.

(3) Following receipt of such a request the company shall send copies of all notices of termination to the designated third party in addition to the termination notice sent to the customer. In no event shall the company be held to warrant that such notice will be received by the third party.

(4) Each company shall maintain a list of the names and addresses of organizations which have notified the company that they are available as third parties to be notified as provided by subsection (h) of this section. Copies of such lists shall be provided by the company to its customers upon the customer's request.

(i) Termination of service to tenants.

(1) No later than 45 days after the effective date of this section, each utility company shall file with the DPUC procedures reasonably designed to implement the provisions of this subsection. The DPUC may require any modifications in the procedure as it deems necessary.

(2) A utility company shall not terminate, without first complying with the provisions of this subsection, residential service to a dwelling unit where the company has actual or constructive knowledge that the customer to whom service is billed or members of his or her household are not the exclusive occupants of said premises.

(3) Not later than thirteen days prior to termination, each utility company shall make good faith efforts to notify, using the means most practicable under the circumstances and best designed to provide actual notice, the occupants of the premises subject to termination of their rights to continued service. The notices shall contain:

(A) the date of the proposed termination;

(B) the right of the tenant, if the dwelling units are individually metered, to establish service in his or her own name without liability for the balance owed or a security deposit;

(C) the intent of the company to request the establishment of a receivership or other arrangement, if there is a master meter; and

(D) the telephone number and address of the local office of the company and the telephone number and address of the DPUC.

(4) Where the dwelling units are individually metered and an occupant of a unit notifies the company of his or her desire to establish service in his or her own name, the occupant shall be permitted to do so.

(A) The occupant shall not be liable for any portion of the amount billed for service to the premises previous to the establishment of the account in the occupant's name.

(B) The occupant shall not be required to pay a security deposit as a condition of establishing the account in his or her name.

(C) The occupant shall be notified of his or her right to deduct the full amount of his or her payment for such utility service from his or her rent.

(5) Where service is provided through a master meter, the company may, with the written agreement of all of the occupants, establish service in the name of the occupants, pursuant to a plan for billing and payment agreeable to all of the parties;

(A) All of the provisions of subdivision (3) of this subsection shall apply;

(B) Service shall not be terminated if payment of the agreed share of any of the occupants is received on the account;

(C) This arrangement may be discontinued by the company 13 days after mailing written notice of its intent to discontinue the arrangement to all of the parties;

(D) This arrangement shall be discontinued upon the written request of any of the occupants to the company. The company shall promptly send a notice of the discontinuance to each of the occupants and the arrangement shall be discontinued 13 days after the mailing date of the notice.

(6) Where service provided pursuant to subdivision 5 of this subsection is not made or is discontinued, the company shall not terminate service but may petition for receiver of rents pursuant to section 16-262f of the Connecticut General Statutes.

(7) Each utility company shall establish and maintain a system for identifying on its records those accounts for service to residential dwellings whose occupants are not the persons to whom it usually sends its bills and for insuring that service to such premises is not terminated prior to compliance with the provisions of this section and section 19-65 of the Connecticut General Statutes.

(8) Whenever a company has terminated service to a residential dwelling whose occupants are not the persons to whom it usually sends its bills, such company shall, upon obtaining knowledge of such occupancy, immediately reinstate service and thereafter not effect termination unless it first complies with the provisions of subsections (h) and (i) of this section.

(j) Termination of spouses' and former spouses' utility service.

(1) No public service company shall terminate, threaten to terminate, or refuse to provide residential utility service for a period of 90 days because of non-payment of a delinquent account for residential utility service, where the person seeking to retain or obtain service is the unnamed customer and is divorced or legally separated from or has an annulled marriage from, the named customer of the delinquent account or where an action is pending for a divorce, legal separation, or an annulment of the person from the named customer of the delinquent account, provided that the following conditions have been met:

(A) The unnamed customer notifies the company, orally or in writing, at the time of the unnamed customer's request to retain or obtain service or at any time prior to termination of such service, that he or she has obtained a divorce, legal separation or annulment, and sends the company, no later than 21 days of the date of notification, a copy of a judgment file of the divorce or legal separation, or any portion thereof, which indicates that there has been a divorce or legal separation, or a certificate of annulment, or a portion of the summons and complaint which has been filed in the appropriate court in an action seeking the same;

(B) The spouses or former spouses are no longer residing together;

(C) The unnamed customer provides the utility company with the current address or place of employment of the named customer, if known, or the last known address or place of employment of the named customer; and

(D) The unnamed customer's request is for residential utility service from the time of the notification to the utility company of the divorce, legal separation, annulment, or action seeking the same;

(2) The 90-day period shall commence on the date which is the earlier of the following:

(A) The date on which such unnamed customer requests utility service; or

(B) The date of the judgment file evidencing such unnamed customer's divorce, legal separation or annulment from the named customer, or the date of the writ of summons commencing an action seeking the same.

(3) During the 90-day period, the utility company shall make diligent efforts to collect the delinquent balance from the named customer. Diligent efforts shall mean that the company is to perform, no later than 90 days of notification of the legal separation, divorce or annulment, or action seeking the same, all of the following actions:

(A) Make efforts to obtain the address of the named customer;

(B) Send a final notice of the delinquency on the old account to the address of the named customer, if known; and

(C) Transfer the delinquent balance to another account of the



same type and class of the named customer, if one has been established. If the named customer's account remains delinquent after the utility company has complied with subparagraphs (A) and (B) of this subdivision, the utility company shall take the following additional actions:

(D) Refer the account to its in-house staff for collection or to a collection agency until the delinquent balance is paid or arrangements have been made with the named customer; and

(E) Utilize any additional collection methods the utility company deems most cost effective, including but not limited to sending demands for payments and considering taking action in Small Claims Court or Superior Court unless the named customer's address is unknown or said customer is judgment proof.

(4) If the company receives a certified copy of an order issued by the Family Division of the Superior Court, in a divorce or legal separation proceeding whereby the court has assigned sole responsibility for the delinquent account to the named customer, the company shall not terminate or refuse to provide service, due to the delinquency, to the unnamed customer for 90 days in addition to the 90-day grace period as outlined in subdivision (1) of this subsection, to allow the unnamed customer time to pursue any reasonable remedies available to enforce said court order. The unnamed customer would have a total of 180 days before the provisions in subdivision (5) of this subsection would apply.

(5) If the utility company fails to obtain payment after the 180-day period provided in subdivision (4) of this subsection, the company shall offer the unnamed customer an opportunity to enter into a reasonable amortization agreement. Such reasonable amortization agreement shall be in accordance with subsection (b)(3)(A) of this section, and the procedures for reviewing and appealing such reasonable amortization agreement shall be in accordance with subsection (f) of this section.

(6) The cases arising under this subsection shall be considered on a case-by-case basis to effect the purposes of this section and shall be considered through the investigation and appeal process available under subsection (g) of this section.

(7) Once an unnamed customer has become a named customer of an account, nothing contained in this subsection shall be deemed to prohibit a utility company from terminating or refusing to provide residential utility service to such customer because of non-payment of a delinquent balance incurred by such customer, excluding any delinquent balances incurred prior to the earlier of the date of such customer's request for utility service, or the date of the judgment file of a divorce or legal separation, certification of annulment, or writ of summons commencing an action seeking the same commencing an action seeking the same.

(Effective \_September 17, 1986; amended October 10, 1997, November 2, 1999\_)

#### Sec. 16-3-101 Termination of telephone service

##### A. Definitions as used in this section

1. "Complaint" means any allegation or charge of an error in

billing or disputed charge; and investigation, hearing and appeal shall mean those activities arising under the regulations in Section 16-3-101 from such allegations or charges.

2. "Customer" means any person or entity which has contracted with a telephone company for telephone service.

3. "Delinquent account" means a bill for telephone service, any portion of which has remained unpaid for a period of more than thirty (30) days from the date of receipt of the bill. In the case of a residential account in which toll charges accrued and not yet billed exceed twice the average monthly bill for the previous three months, a bill may be rendered immediately and such bill shall then be considered delinquent. Payment will be accomplished by receipt at a business office or authorized collection agency of the utility. Any subsequent bills issued to a delinquent account for telephone service shall be considered part of said delinquent account upon receipt thereof. No partial payment of any delinquent account shall affect the delinquent status of the amount remaining unpaid on such account.

4. "Public Utilities Control Authority, authority or PUCA" means the department of public utility control.

5. "PUCA hearing officer" means a hearing officer designated by the PUCA to conduct hearings pursuant to Section 16-3-101, C, 5, (b). A Hearing Officer shall have all the powers of a Presiding Officer, as defined in Section 16-1-2, C, of the Authority's regulations. A Hearing Officer may be a member of the PUCA's staff who performs other unrelated functions as well, but shall not be a person who has participated in the investigation in the same case pursuant to Section 16-3-101, C, 5, (a).

6. "Receipt or received" means three days after the date of mailing by first class mail.

7. "Residential telephone service" means telephone service provided by a telephone company to a customer at a place of residence, the major use of which by the customer is of a social or domestic nature and not for business purposes, as defined in the Tariffs of the telephone company.

8. "Review officer" means a person designated by the telephone company to investigate customer complaints and to undertake reviews as provided in Section 16-3-101, C, 4. A Review Officer may be an employee of the telephone company who also performs functions unrelated to his or her review responsibilities. However, the Review Officer shall not be a member of such company's credit department. A Review Officer shall be empowered to review and overrule determinations of members of the company's credit department on subjects within his or her authority as further described in Section 16-3-101, C, 4.

9. "Telephone company" or "company" means any telephone company, corporation, or other entity within the jurisdiction of the Public Utilities Control Authority which provides telephone service.

10. "Telephone service" means local exchange service, toll, foreign exchange, private line service, and any other service provided by the telephone company pursuant to Tariffs filed with and approved by the PUCA furnished to customers by a telephone company.

11. "Termination" or "terminate" means the intentional

discontinuance or interruption of service to an individual telephone customer, and shall not include interruption or curtailment of service resulting from mistakes, errors, omissions, or forces beyond the control of the telephone company including but not limited to fire, floods, Acts of God, forced outages, energy or capacity shortages or other emergencies.

12. "Amortization over a reasonable period of time" means payment over a period of time (normally not to exceed three months). The PUCA may specify a reasonable period of time upon completion of a PUCA hearing regarding a disputed bill.

13. "Disputed bill" means that portion of a customer's bill deemed by the PUCA to be in dispute.

14. "Identification" means a social security number, the number of an identity card issued pursuant to section 1-1h of the general statutes, the number of a motor vehicle operator's license issued pursuant to section 14-36 of the general statutes or any other means of identification approved by the department of public utility control.

B. Grounds for termination. 1. Grounds For Termination Without Notice. Telephone service may be terminated by a telephone company without notice for any of the reasons listed below. In such cases, the company shall keep a record of the conditions which caused termination and shall attempt to notify the customer in some reasonable manner such as by a telephone call to the customer or if the customer is not the user to the user. The procedures prescribed in Section 16-3-101, C, shall not apply to terminations made pursuant to Section 16-3-101, B, 1. The telephone company shall notify the customer in writing after termination of the reason for the termination and the conditions which the customer must meet to obtain service.

(a) in the event of a condition determined by the telephone company to be hazardous; including but not limited to any condition which causes a clear and present danger to life, health, safety, and physical property, or to the telephone company's ability to serve other customers.

(b) in the event that the furnishing of service would be in contravention of any orders, ordinances, laws or regulations of the Federal government or of the State of Connecticut or any political subdivision or regulatory body thereof, and such orders, ordinances, laws or regulations forbid or do not allow time for notice of the impending termination.

(c) after receipt of a termination notice, no additional notice is required for any failure by a customer to comply with the terms of any agreement whereunder the customer is permitted to amortize the unpaid balance of an account over a reasonable period of time or any failure by such a customer to keep current the undisputed portion of the customer's account for telephone service as charges accrue in each subsequent billing period; unless such customer makes a payment or payments amounting to twenty percent of the balance due on the delinquent account in which case the telephone company shall not terminate service without giving notice of the condition which the customer must meet to avoid termination; but such subsequent notice shall not entitle such customer to further investigation, review or appeal by the company or PUCA, nor shall it diminish the time allowed for initial investigation, review or appeal of the original notice.

(d) if the amount of charges incurred and outstanding after receipt of a termination notice and subsequent to the initiation of any complaint, investigation, hearing or appeal pursuant to Section 16-262d, Connecticut General Statutes, exceeds on a monthly basis the average monthly bill for the previous three months or if the amount of charges incurred and outstanding for an account less than four months old exceeds on a monthly basis the average usage estimated for the account and is equal to or exceeds \$50.00 or customer's deposit if any, whichever is larger.

(e) In the event that toll charges accrued and not yet billed for a non-residential account exceed twice the average toll charges for the previous three months and are equal to or exceed \$50 or in the case of a nonresidential account less than four months old these charges exceed twice the estimated monthly toll charges and are equal to or exceed \$50, where acceptable arrangements to cover such charges cannot be made in accordance with procedures filed with and accepted by the PUCA, or are not kept.

2. Grounds For Termination With Notice. Telephone service may be terminated after appropriate notice is given, for the reasons listed below. Telephone service may be terminated for these reasons only in accordance with the procedures set forth in Section 16-3-101, C.

(a) in the event of tampering with wires or other telephone equipment by the customer; except that any interconnection authorized pursuant to Tariffs filed with and approved by the PUCA and the Federal Communications Commission shall not constitute tampering.

(b) fraud or material misrepresentation in obtaining telephone service;

(c) customer use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others, except in cases described in B, 1, (a), after the customer has first been notified and afforded an opportunity to remedy the interfering influence. The termination notice required in accordance with the procedures set forth in Section 16-3-101, C, shall be issued after the expiration of the period given to remedy the interfering influence.

(d) violation of or non-compliance with the rules or Tariffs which the company has filed with and have been approved by the PUCA; the notice as required in Section 16-3-101, C shall carry a brief description of and citation to the rule or tariff of which there has been a violation or non-compliance.

(e) failure of the customer to permit the company reasonable access to its equipment, or in the event access thereto is obstructed or hazardous.

(f) customer failure or refusal to reimburse the company for the cost of replacement, installation and/or repair of any telephone instrument, facility, or equipment subscribed to by the customer which is lost or damaged due to theft, vandalism, willful injury or negligence or any other cause whatsoever except Hood, fire other than fire intentionally caused by the customer or his agent, or natural disaster.

(g) failure of the customer to furnish such service, equipment, permits, certificates or rights-of-way as shall have been specified by

the company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.

(h) non-payment of a delinquent account provided that the telephone company has notified the customer of the delinquency and has made a diligent effort to have the customer pay the delinquent account. The telephone company shall be deemed to have made a diligent effort to have the customer pay the delinquent account if it complies with all procedures prescribed in Section 16-3-101, C.

(i) in the event that the furnishing of service would be in contravention of any orders, ordinances, laws or regulations of the Federal government or of the State of Connecticut or any political subdivision or regulatory body thereof, and such orders, ordinances, laws or regulations do not forbid explicitly or implicitly notification of the impending termination.

(j) In the event of a person's failure to provide identification within 15 days of opening an account.

3. Exceptions. No telephone company shall: (a) terminate residential telephone service for non-payment during such time as any resident of a dwelling to which such service is furnished is seriously ill, as certified to the company by a registered physician in accordance with the procedures prescribed in Section 16-3-101, C, 3, below; provided the customer agrees to amortize the unpaid balance of his account over a reasonable period of time and keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period.

(b) terminate telephone service to a customer during the pendency of any complaint, investigation, hearing or appeal initiated by such customer under Section 16-3-101, C, below; provided, however, that nothing in this Section 16-3-101, B, 3,

(b), shall be construed to relieve a customer of the obligation to pay any undisputed bill or portion thereof during the pendency of any such complaint, investigation, hearing or appeal, and further provided that the customer keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period, and that the amount of charges incurred and outstanding subsequent to the initiation of any complaint, investigation, hearing, or appeal does not exceed on a monthly basis the average monthly bill for the previous three months or fifty (\$50.00) dollars, whichever is greater, or in the case of an account less than four months old does not equal or exceed \$50.00 or the estimated monthly pattern of usage for the account, whichever is greater.

(c) refuse to reinstall telephone service previously disconnected for non-payment to the home of any former residential customer if any resident therein becomes seriously ill, as certified to the telephone company by a registered physician in accordance with the procedures prescribed in Section 16-3-101, C, 3, below; provided that the customer agrees to amortize the unpaid balance of his account and all appropriate reconnection and installation charges over a reasonable period of time and comply with any deposit requirements and appropriate Tariffs of the telephone company.

(d) terminate telephone service for reasons outlined in Section 16-3-101, B, 2, on any Friday, Saturday, Sunday, legal holiday, or day before any legal holiday, or at any time during which the business

offices of any such telephone company are not open to the public.

C. Billing and termination procedures. 1. Termination, Notices, Generally. Every telephone company shall send each of its customers within ninety (90) days of the effective date of these regulations or by the effective date if such date is set ninety (90) days from the passage of the regulations, and annually thereafter a brief explanation of the customer's rights under this Section 16-3-101, C. In addition, all termination notices shall contain or be accompanied by a brief explanation of the customer's rights under this Section 16-3-101, C, and the customer's responsibilities under Section 16-3-101, B, 1, (d). Any telephone company which has a substantial number of non-English speaking Spanish-surnamed customers within its service territory shall provide the foregoing notices, and that described in Section 16-3-101, C, 3, below, in English and Spanish. Where the company has actual knowledge that the user of the telephone service is not the customer to whom the company usually sends its bills, then in addition to the termination notice sent to the customer, the company shall also make a reasonable effort to provide notice to the user of the service by attempting to reach the user by telephone during the normal business hours of the company.

2. Timing Of Termination And Termination Notices. No termination notice for non-payment shall be sent to any customer prior to the time said customer has a delinquent account as defined in Section 16-3-101, A, 3. No termination of telephone service where notice is required shall be effected earlier than thirteen (13) days after mailing of a termination notice addressed to the customer to whom such service is billed by first class mail. If the customer makes partial payment of twenty percent of the unpaid balance of a delinquent account after receipt of a termination notice and after the expiration date of that notice but prior to or on the same day as actual termination by the company, the company shall reinstate the customer's service without any reconnection or installation charges and give the customer additional notice. Such subsequent notice shall not entitle such customer to further investigation, review or appeal by the company or PUCA, nor shall it diminish the time allowed for initial investigation, review or appeal of the original notice. If payment of at least twenty percent of a delinquent account or payment arrangements have not been made subsequent to a termination notice, the service may be terminated on the scheduled expiration date or within 10 business days thereafter. If a utility fails to terminate service within 10 business days of the expiration date then the termination notice procedure shall be repeated. When a person opening an account with a telephone company does not provide identification, the company shall furnish the service and provide notice that the service may be terminated pursuant to section 16-3-101(B) (2) (j) if, after fifteen days, identification is not provided.

3. Termination And Serious Illness. (a) Every termination notice sent to a customer receiving residential telephone service shall include or be accompanied by a serious illness notice substantially in the form attached hereto as Appendix A. Such serious illness notice shall plainly indicate that the company may not terminate residential telephone service to the home of any customer during such time as any resident residing therein is seriously ill, if the existence of such serious illness is certified to the company in accordance with the requirements of Section 16-3-101, C, 3, (b), within seven days after receipt of the termination notice and the customer complies with the requirements of Section 16-3-101, C, 3, (c). Such serious illness

notice shall also plainly indicate that the company has the right to contest before the Public Utilities Control Authority the validity of any serious illness certification it might receive.

(b) A registered physician's certification of serious illness shall be sufficient if initially made by telephone, subject to the right of the company to confirm the validity of the doctor's call. In the event the company receives a physician's certification by telephone, it shall inform the certifying physician that he must forward to the company, within seven calendar days a written certification of serious illness. All certifications whether oral or written must provide the name and address of the seriously ill person, the nature and length of the serious illness and the physician's office address and telephone number.

(c) In cases where residential telephone service is continued pursuant to a serious illness certificate, the customer must:

(1) Enter into an agreement `hereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time, but only while the customer keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period, and

(2) Renew the serious illness certificate no later than the last day of the period specified by the physician as the length of the illness; provided, however, that if the physician has failed to specify the length of the illness or if the physician has indicated that the length of the illness is not readily ascertainable, then the serious illness certificate shall be renewed every fifteen days. Each renewal certificate must be forwarded to the company.

(d) Any failure to renew any serious illness certificate shall automatically void all rights of the customer under the provisions of this Section 16-3-101, C, 3; except that any amortization agreement previously made to pay off the unpaid balance of an account shall not be voided as long as the customer complies with terms of the agreement and further provided that the customer shall not be prohibited from invoking his rights under the provisions of Section 16-3-101, C, 3, as to future illnesses.

(e) If a telephone company wishes to contest the validity of a written serious illness certificate, it may request an investigation by the PUCA and a hearing before a PUCA Hearing Officer pursuant to Section 16-3-101, C, 5. Section 16-3-101, C. 5, shall apply in all respects to such hearing.

4. Company Review Officer; Investigation By Company. (a) After contacting a customer service representative of the telephone company, a customer may notify the Company Review Officer in writing, delivered either in person or by mail within seven days after receipt of a termination notice issued pursuant to Section 16-3-101, B, 2, or within four days after notification of the decision of the customer service representative, that any related matter still remains in dispute. Such notice must state precisely what the dispute is and to what extent. Upon receipt of such notice the Review Officer shall investigate the customer's complaint, using any procedure appropriate under the circumstances, and shall provide notice in writing to the customer of said Review Officer's determination of the dispute. In addition, the Review Officer shall consider whether or not it is appropriate to enter

into an agreement whereunder the customer is permitted to amortize the unpaid balance of the account over a reasonable period of time, but only while the customer keeps current his account for telephone service as undisputed charges accrue in each subsequent billing period. The written notice of the decision of the Review Officer shall be sent to the customer within ten days of the receipt of the customer's complaint by the Review Officer and shall contain the following statement: "If you still consider our bill to be inaccurate in any respect or if you have any other complaint pertaining to this matter, you have a right to request in writing a further investigation by the Public Utilities Control Authority, Consumer Assistance Division, 165 Capitol Avenue, Hartford, toll free telephone number: 1-800-842-1904, within four days from your receipt of this decision."

(b) If a customer disputes the legality of a proposed or completed termination for a reason other than a complaint as defined in Sections 16-3-101, A, I and 16-3-101, C, 4, (a), he has a right to a review by the company and/or PUCA. The initiation of such a review procedure will not require the company to maintain or reinstall service during the pendency of the review unless the PUCA should so order.

(c) If a customer has a complaint as defined in Sections 16-3-101, A, 1 and 16-3-101, C, 4, (a), and for good and sufficient reason shown was unable to institute the review procedures within the time limit required (i.e. out-of-town) the customer may institute the review procedure provided in Sections 16-3-101, C, 4 and C, 5 within a reasonable time. However, the company shall not be required to maintain or reinstall service during the pendency of the review unless the PUCA should so order.

5. Investigation By PUCA; Right To Hearing Before PUCA Hearing Officer. (a) Investigation by PUCA. Within four days after the receipt of the Review Officer's decision, the customer and/or the company may request in writing that the PUCA conduct an investigation of the matter in dispute pursuant to Section 16-1-116 of the PUCA's Regulations, and the PUCA shall issue an order forthwith directing that such an investigation be commenced by the PUCA staff no later than seven days after receipt of said request. After completing its investigation, the PUCA staff shall prepare a written report summarizing its findings and shall cause both parties to receive a copy of such report no more than ten days after the commencement of such investigation, except, the PUCA within its discretion and for good cause shown, may have an additional seven days after the expiration of the initial ten day period to prepare its staff report.

(b) Right To Hearing. If the company and customer are unable to resolve the dispute based upon the report of the PUCA staff, then within four days after the receipt of the PUCA staff report, either party may file a formal complaint with the PUCA pursuant to Section 16-1-102 through 16-1-105 of the Regulations of Connecticut State Agencies requesting a hearing before a PUCA Hearing Officer. Upon the timely filing of such a complaint, the PUCA shall issue an order appointing a Hearing Officer and requiring that such a hearing be commenced no later than fourteen nor earlier than seven days after the date of filing of the appeal. Such hearing shall be deemed to be a "contested case" within the meaning of Connecticut General Statutes Section 4-166(2) and Sections 16-1-2(e) of the Regulations of Connecticut State Agencies. The report of the PUCA staff shall be part of the record in such hearing. Pending final determination, the PUCA may enter any lawful temporary order to the company or to the customer



which it deems just and equitable. The Hearing Officer shall ascertain the facts and report thereon to the PUCA and may prepare the PUCA's docket file and order. Within ten (10) days after receipt of the transcript, if any, or 10 days after the close of the hearing if no transcript is required, the PUCA shall issue a final order in writing directing service to be continued or terminated forthwith, which order may impose such terms and conditions as the PUCA deems equitable to both the customer and the company. The decision of the PUCA shall be considered a final order of the PUCA for all purposes and shall not be appealable within the Public Utilities Control Authority. However, nothing in this Section 16-3-101, C, 5, shall prevent any party from pursuing any available legal or equitable remedies with respect to the PUCA's decision.

(c) Nothing in this Section 16-3-101, C, 5, shall relieve the customer from paying when due all undisputed charges and all charges accrued and outstanding subsequent to the initiation of a complaint, investigation, hearing or appeal which are also undisputed. Notwithstanding the provisions of Section 16-3-101, C, 5, the company may terminate pursuant to Section 16-3-101, B, 1, for circumstances not the subject of the complaint, investigation, hearing or appeal.

6. Legal Remedies Preserved. None of the provisions of this Section 16-3-101 shall be construed to prevent a telephone company or customer from pursuing, at any time, any legal remedies regarding complaints which are the subject of these regulations, provided however, that nothing in this Section 16-3-101, C, 6, shall be construed to entitle a telephone company or a customer to more than one hearing concerning the same issues in dispute in whatever forum except for lawful appellate remedies.

7. Customer Contact. No telephone company shall terminate service to any customer unless such company first makes a good faith effort to contact the customer receiving such telephone service stating that termination of service is imminent. A good faith effort shall be deemed to be an attempt either by telephone or mail at such contact in such a manner as is reasonable in light of the circumstances. The telephone company shall be relieved of this requirement to contact the customer in the event that such contact would be in contravention of any orders, ordinances, laws or regulations of the Federal government or of the State of Connecticut or any political subdivision or regulatory body thereof. This customer contact requirement is in addition to all other contact which may or may not be required by law or regulation and does not relieve the telephone company of compliance with the other provisions of Section 16-3-101.

8. Partial Payment. If, following the receipt of a termination notice or the entering into of an amortization agreement reached after receipt of a termination notice, the customer makes a payment or payments amounting to twenty percent of the balance due, prior to the expiration date on the termination notice or the date for the next partial payment due under the amortization agreement, the telephone company shall not terminate service without giving subsequent notice to the customer in accordance with provisions of Section 16-3-101, C, 1, of the conditions the customer must meet to avoid termination, but such subsequent notice shall not entitle such customer to further investigation, review or appeal by the company or PUCA, nor shall it diminish the time allowed for initial investigation, review or appeal of the original notice. If the customer makes such partial payments after the dates specified above but on or before the day of actual

termination, and termination occurs, the telephone company will reinstate service without any reconnection or installation charges accruing to the customer and give such subsequent notice.

9. Effective Date. These regulations shall become effective upon filing of the approved regulations with the Secretary of State but no sooner than 90 days from the date of passage by the PUCA.

#### Appendix A

##### RESIDENTIAL CUSTOMERS ONLY

##### "IMPORTANT NOTICE"

##### "Right to Residential Telephone Service

##### During Serious Illness"

If you or any resident of your home is seriously ill, your telephone service will not be disconnected for non-payment during this illness, provided:

1. you have your doctor or someone from the doctor's office call us within seven (7) days after you receive a notice of possible disconnection. Within a week after calling us, your doctor must send us a written certificate of serious illness stating the nature and length of the serious illness, the name and address of the seriously ill person, and the physician's office address and telephone number.

2. you have sent to us a renewal of the physician's certification of serious illness, if the illness continues, no later than the last day of the period specified by the physician as the length of the illness, or every fifteen days if your doctor is unable to indicate the length of the illness.

3. you make equitable arrangements to pay your past due bills.

4. you pay all future bills on a current basis, while the illness continues. However, termination may occur without further notice upon failure to comply with 3 or 4 above. If there is SERIOUS ILLNESS in your home, please have your doctor call a service representative at the local business office. The number is in the front of the local telephone directory. We have the right to contest before the Public Utilities Control Authority the validity of any serious illness certification we might receive.

#### Appendix B\*

\*Appendix B is a suggested description of the customer's rights which is to be sent to all customers at least once and included with all termination notices. See Section 16-3-101, C, 1.

##### IMPORTANT NOTICE

If you have a question or complaint or dispute any part of your telephone bill:

-Call a service representative at the nearest business office. The number is in the front of the local telephone directory.

-If satisfactory arrangements cannot be made with the service

representative, you will have the opportunity to discuss the matter with local office supervision.

If satisfactory arrangements cannot be made and you still have a complaint, you may contact the company Review Officer. You must contact this Review Officer within seven (7) days after you have been notified that your service is going to be disconnected or within four days of notification of a decision by your service representative. The company Review Officer's name and number may be obtained by calling your local business office. Consideration for payment of your past due bills will be included in the Review Officer's investigation and decision on your complaint.

Your service will not be disconnected provided:

-Payments on the unpaid balance are made as agreed upon with the Review Officer.

-Payment of the undisputed portion of the bill is made.

-Future bills are paid on a current basis.

If you question the legality of any proposed or actual termination for any reason, you may also request review by the company.

If the dispute remains unresolved after you receive the Review Officer's decision, you may ask in writing the Connecticut Public Utilities Control Authority, Consumer Assistance Division, 165 Capitol Avenue, Hartford, Connecticut 06115 for further investigation and a hearing. The toll-free telephone number of the Consumer Assistance Division is 1-800-842-1904.

Your service may be disconnected without further notice if:

-You do not comply with the above.

-The charges incurred and outstanding after the initiation of your complaint exceeds on a monthly basis the average monthly bill for the previous three months and in addition is equal to or exceeds \$50.00 or your deposit, if any, whichever is larger.

(Effective October 9, 1979; amended, October 10, 1997)

#### Sec. 16-3-102 Estimated billing

A. Definitions. 1. Residential customer as used in Section 16-3-102 means any person to whom a utility company has agreed to supply utility services at residential premises occupied by that person alone or with others as a single housekeeping unit.

2. Company as used in Section 16-3-102 means any gas, electric or water company, corporation or other such entity under the jurisdiction of the Public Utilities Control Authority which provides utility services.

3. Utility service as used in Section 16-3-102 means gas, electric or water service provided by a utility company to a residential customer at retail rates based upon metered consumption.

4. Actual reading as used in Section 16-3-102 means a meter reading obtained directly from the metering device.

5. Customer reading as used in Section 16-3-102 means an actual reading obtained by the customer of the utility service.

6. Company reading as used in Section 16-3-102 means an actual reading obtained by a representative of the company.

7. Actual bill as used in Section 16-3-102 means a bill for utility service submitted to a residential customer which is based upon an actual reading.

8. Estimated bill as used in Section 16-3-102 means a bill for utility service submitted to a residential customer with charges calculated in accordance with formulae employed to estimate utility service consumption.

B. General requirements. 1. Each company which estimates bills shall file with the Public Utilities Control Authority a current, simple, clear and concise statement of the formulae employed in preparing its estimates. The Public Utilities Control Authority may reject such filing and require a new filing if, after investigation, it determines either that the statement is not sufficiently clear and concise, or that the formulae employed result in significant deviations from actual consumption. Each company shall provide a copy of its filed statement to any customer upon request.

2. After 30 days of the effective date of this regulation, no company may submit an estimated bill to a customer unless it currently has on file with the Public Utilities Control Authority a statement of formulae employed in estimating bills described in the preceding subsection.

3. After depletion of its existing, on-hand supply of pre-printed bill forms, but in no event later than 120 days following the effective date of these regulations, each estimated bill submitted to a customer must be clearly so marked on its face. Codes or symbols may be used to designate the bill as being based upon estimated consumption only if a legend clearly explaining the code or symbol appears on the face of the bill.

4. An electric or gas company which serves a substantial number of Spanish speaking customers shall provide all information relating to estimated bills in Spanish and English.

C. Companies' obligation to obtain actual reading.

1. Each company shall obtain a company reading whenever possible.

2. When a company is unable to obtain a company reading during any billing period for which such company reading was scheduled to be made, the company shall provide the residential customer with a card requesting an immediate customer reading, instructing the customer that he may provide such customer reading to the company, and warning the customer that if no customer reading is received by the company in time to be used in preparing the bill (such time limit to be specified on the notice), an estimated bill will be issued. The company shall provide the customer with instructions for furnishing the customer reading to the company. The company may provide for customer readings by mail or by telephone or by both methods.

3. When a company issues estimated bills to a customer for two

consecutive billing periods, the company shall send to the customer through the mails, a notice which bears the legend "IMPORTANT NOTICE" and which informs the customer that it is imperative that the company obtain an actual reading in order to prevent error and hardship. The notice shall inform the customer of the next schedule visit by a company representative in order to allow the customer to make arrangements for a company reading, if the customer chooses, or to allow the customer to make a customer reading on the same date.

D. Amortization agreements. 1. If a customer receives an actual bill which follows one or more estimated bills, and the amount of the actual bill because of the inaccuracy of prior estimation is more than twenty-five percent larger than the amount of the prior estimated bill, the company shall upon order of the Public Utilities Control Authority arrange for amortization of the excess amount of the bill in equal installments at a rate such that the bill will be fully amortized over a period of not less than equal duration to the duration of the period during which no actual reading was taken. In cases where customers request an arrangement for amortization of bills, the companies shall advise the customer in writing to contact the Public Utilities Control Authority for an order approving an amortization arrangement.

2. Companies shall make known to their customers the availability of amortization agreements under this section.

(Effective June 7, 1978)

Security Deposits Requested by Gas or Electric Companies

Sec. 16-3-200 Security deposits (transferred to  
16-262j-1)

(a) Definitions. As used in this section:

(1) "Utility Company" or "Company" means gas or electric distribution company, electric supplier or other entity within the jurisdiction of the Department of Public Utility Control which provides utility service. Any companies under common ownership may be deemed by such companies to be one company for the purposes of this section;

(2) "Utility Service" means gas, or electric distribution, transmission or generation service provided by a company to a residential customer at retail rates;

(3) "Residential Customer" as means any person to whom a utility company has agreed to supply utility service at residential premises occupied by that person alone or with others as a single housekeeping unit;

(4) "Prospective Residential Customer" means any person who has requested or proposes to initiate utility service from a company as a residential customer;

(5) "New Customer" means a prospective residential customer who has not been a residential customer of the company for at least two of the past three years;

(6) "Delinquent Account" means a utility service bill which has remained unpaid for a period of more than thirty days from the date of receipt of a bill rendered by or on behalf of a utility company which

bills upon a monthly basis; or a utility service bill which has remained unpaid for a period of more than sixty days from the date of receipt of a bill rendered by or on behalf of a utility company which bills on a bi-monthly or quarterly basis. Any subsequent bills for the same type of utility service for which a delinquent account exists shall be considered part of said delinquent account upon receipt thereof. No partial payment of any delinquent account shall affect the delinquent status of the amount remaining unpaid on such account;

(7) "A customer who lacks the financial ability to pay a security deposit means":

(A) A person receiving local, state, or federal public assistance including but not limited to:

- (i) Aid to the blind;
- (ii) Aid to families with dependent children or temporary family assistance;
- (iii) Old age assistance;
- (iv) Aid to the disabled;
- (v) Medicaid;
- (vi) Supplemental security income; or
- (vii) General assistance or state administered general assistance;

(B) A person whose sole source of financial support is derived from social security, veteran's administration or unemployment compensation benefits;

(C) A person whose income falls below one hundred twenty five per cent of the poverty level as determined by the federal government in accordance with the income poverty guidelines from the regional office of family assistance, department of health, education, and welfare or its successor agency; or

(D) A person whose circumstances threaten a deprivation of the necessities of life for himself or herself or dependent children of his or her household if payment of a security deposit is required; or

(8) "Department" means the Department of Public Utility Control or its successor.

(b) Grounds for Security Deposit before Supplying Utility Service to Residential Customers: Notice of Requirement: Payment in Installments. An applicant for utility service shall be given an explanation by the company, prior to the inquiry, that these questions are being asked only to determine credit standing.

(1) A company may require a security deposit from a new customer only as follows:

(A) If the new customer does not provide positive responses to at least three of the following six questions.

QUESTIONS: (i) What are the employer's name, address and telephone number and the applicant's position;

(ii) What is the applicant's length of time with present employer? If the applicant has less than 18 months with present employer, previous employment or reason(s) for not being previously employed;

(iii) Whether the applicant owns or rents his place of residence? If renting, does the applicant have a written lease; if so, what is duration of the written lease? If no written lease, how long has the applicant lived at present and preceding residences; address of preceding residence;

(iv) Whether the applicant has any bank accounts. If so, types of accounts, banks at which located, and how long accounts have been maintained;

(v) Whether the applicant has credit cards, charge accounts, loans or other credit references; and

(vi) Whether the applicant has significant source of income other than from employment.

(B) The following responses to the respective questions are to be considered positive responses:

(i) Employment alone (position is not to be given any weight); or employment of a spouse who is living with applicant;

(ii) Employment by the present employer for 18 months; or employment for less than 18 months and only one other employer during that period; or employment by the present employer for less than 18 months and no previous employment because of attendance at high school, college or other educational or training program, or because of active military duty, illness or hospitalization;

(iii) Ownership of residence to be served; or one year or longer written lease of residence to be served; or occupancy of not more than two residences during past two years;

(iv) Possession of bank account (checking or savings) for at least one year, substantiated by the bank not to be overdrawn;

(v) Possession of national credit cards, such as Mastercard, Visa, Discover, or American Express, (no gasoline company cards) in good standing; or active charge account with at least one major store in service area which will verify account; or extension of substantial credit by a bank or commercial concern which will verify account; or as customer receiving same type of utility service from another company for at least two of the past three years, no account delinquent three or more times and no termination or judgment for nonpayment of a delinquent account; and

(vi) Existence of other sources of more than nominal income, such as stocks, real estate, pension, alimony, welfare, etc.

(C) All answers shall be subject to verification by the company. Questions shall be asked in above order, and when three positive responses are provided, no further questions shall be asked. If an applicant refuses to respond to any question or part thereof, it shall be considered a negative response to that question.

(2) A company may require a security deposit from one other than

a new customer only as follows:

(A) If the company has terminated the prospective residential customer's utility service during the past two years for any of the following reasons: (i) Non-payment of a delinquent account; (ii) failure to amortize an unpaid account balance in accordance with an agreement; (iii) fraud or misrepresentation; or (iv) failure to reimburse the company for damages due to intentional or negligent act of the customer;

(B) If the company has obtained a judgment against the prospective residential customer during the past two years for non-payment of a delinquent account;

(C) If the prospective residential customer has had a delinquent account for three consecutive months or two consecutive billing cycles whichever is more during the past two years; or

(D) If the prospective residential customer has an outstanding delinquent account.

(3) A company may not refuse to provide utility service where the customer lacks the financial ability to pay a security deposit.

(A) If a company has determined under subsection (b) (1) or (b) (2) of this section that a security deposit should be required from a customer, the company shall inform that customer that service will not be denied if the customer lacks the financial ability to pay, and shall provide him or her with a copy of this section.

(B) A company shall determine and notify a prospective customer whether a security deposit will be required within five working days after receiving a request for service and, if applicable, receipt of responses to the company's requests for verification of the customer's statements.

(C) The amount of the security deposit shall not exceed an amount equal to three twelfths (3/12) of a year's estimated billing. In order to standardize deposits, and/or for administrative purposes the company may submit, for department approval, a schedule of proposed standard deposits for specific user classes of customers.

(D) A company may, at its option, and by agreement, provide for installment payments of any security deposit as determined in subsection (b) (3) (A) of this section.

(4) Interest on any security deposit received from a customer for each calendar year shall be paid at the rate prescribed in Section 16-262j of the Connecticut General Statutes. Interest shall accrue daily and shall be paid or credited to the customer's account annually. Accrued interest shall be paid upon return of the deposit if such return is made at other than the annual payment date for interest.