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## SECTION 34: ENERGY CRISIS INTERVENTION PROGRAM (ECIP)

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A Household may be eligible for an ECIP benefit if:

- A Household Member's health and safety is threatened by an Energy or Life-Threatening Crisis,
- The Household does not have the financial means to avert the crisis; and
- The Household does not have a payable HEAP benefit that the Vendor will do an Upfront for.

If a Household's Energy or Life-Threatening Crisis cannot be resolved with the issuance of an ECIP benefit, the Household is not eligible for the ECIP.

1. The ECIP timeframe is November 1st through April 30th. CAAs are required to budget their ECIP allocations to ensure funds are available through April 30th.
2. Crisis requests must be given priority at all intake and processing steps. When possible and appropriate, consider coordinating services with other sources of assistance, *e.g.*, General Assistance or other state, federal, and local sources that are immediately available.
3. When a Household is in an emergency situation, a Crisis Record must be added to the Application in the HEAP System of Record.
4. Anytime an Application is in a payable status, CAA should explore and document Vendors ability to use an Upfront delivery to avert a crisis situation prior to issuing an ECIP Credit Notification.
5. CAA may use provisional measures to avert a crisis as detailed throughout this section. In the case of provisional measures, CAA will make payment to vendor directly and be reimbursed by MaineHousing through the System of Record.

### A. Crisis definition and response times

The federal LIHEAP statute requires timely and effective intervention of energy related crises. Pursuant Section 2604 (c)(1) of the statute, some form of assistance must be provided to resolve a Life-Threatening Crisis (household with no heat) within 18 hours, and an Energy Crisis (imminent risk of no heat) within 48 hours. The CAA is responsible for determining and verifying the type of crisis the Household is experiencing. Each CAA must have established procedures to ensure crises are addressed within the required timeframes outlined below:

#### 1. Energy Crisis

A weather-related and supply shortage emergency and other Household energy-related emergencies when the household is at imminent risk of having no heat. Conditioned on the availability of ECIP funds, if Household is eligible to receive such benefits, CAA must provide some form of assistance that will resolve the Energy Crisis within forty-eight (48) hours after Household has been certified eligible for ECIP.

#### 2. Life Threatening Crisis

The Household is currently without heat or utility service to operate a Heating System or Heating Source. Heating Source means any device, including space heaters, designed to provide heat to a Dwelling Unit. Conditioned on the availability of ECIP funds, if Household is eligible to receive such benefits, CAA must provide some form of assistance that will resolve the Life-Threatening Crisis within eighteen (18) hours after a Household has been certified eligible for ECIP.

**NOTE:** If CAA has exhausted all options to remedy the situation within established timeframes, and vendors cannot deliver within the timeframe, other options such as provisional measures, staying with family or friends, etc. should be explored. The delivery should be scheduled for the soonest time possible and Case Notes entered in the System of Record to document the situation.

## B. Maximum Benefit

For Program Year 2025, the maximum total ECIP benefit per Household is \$800.00. An Eligible Household may have more than one Crisis Record eligible for an ECIP benefit provided the total of the ECIP benefits do not exceed the Program Year maximum of \$800.00.

In order to fully resolve a crisis, it may be necessary to use private/donated funding or other state, federal or local sources to cover costs in excess of the \$800.00 maximum or for services that are outside the scope of ECIP.

## C. Remaining Benefits

Any remaining Fuel Assistance Benefits or TANF Fuel Supplemental credits on the Household's account with the Vendor must be exhausted.

1. When determining an ECIP benefit amount, the CAA must take into account the amount of any remaining HEAP Benefits and/or TANF Fuel Supplemental credits on the Household's account with the Vendor. Any remaining HEAP Benefits and/or TANF Fuel Supplemental credits must be used to cover part or all the emergency Home Energy delivery.
2. If the Vendor, who has the remaining Benefits/credits on account, cannot make the ECIP delivery within the required timeframe, the CAA may use another Vendor to make the ECIP delivery. The CAA must enter Case Notes in the System of Record that fully document the situation and reason for not using the remaining Benefits/credits on account with the Household's Vendor of record. The Case Notes must be entered (*i.e.*, date stamped by the System of Record) on or before the date of the ECIP certification.

## D. Allowable Expenditures

Allowable expenditures must be related to averting an Energy or Life-Threatening Crisis and may include:

1. Home Energy deliveries to Households who are responsible for their own heating costs, provided the Eligible Household has exhausted any remaining Fuel Assistance Benefits and TANF Fuel Supplemental credits previously issued to a Vendor on behalf of the

Eligible Household.

2. If required, the cost of delivery or restart/safety check charges may be added to the ECIP benefit amount provided the Household's total ECIP benefits will not exceed \$800 for a given Program Year.
3. Surcharges, reconnection charges, or penalties related to a final utility disconnect notice. Utility costs must be directly related to the operation of the Heating System.
4. Heating System Repair.
5. Provisional Measures. If the crisis cannot be averted by one of the above measures within the required timeframe (*i.e.*, 18 or 48 hours), the CAA will take steps to ensure the Household's safety. The following interim measures may be covered by ECIP benefits and provide CAAs with other means to address an Eligible Household's immediate needs until

other arrangements, such as a Home Energy delivery or repair/replacement of the Heating System, can be made to ensure their safety.

1. Non-Contract Vendor. If the crisis cannot be averted by using a contracted Vendor within the required timeframe (*i.e.*, 18 or 48 hours), the CAA will take steps to contact a non- contracted vendor that will accept an ECIP Credit Notification and meet the required timeframe to deliver.
2. Space heaters. Space heaters provided to Households as a provisional measure must meet the following minimum requirements.
  - i. U.L. Certified
  - ii. Wattage output: 1500 watts
  - iii. Power: electric
  - iv. Safety features: auto shutoff/overheat protection
3. Temporary Relocation. Use of ECIP funds to provide temporary relocation if the Eligible Household is experiencing a Life-Threatening Crisis that cannot be averted within 18 hours by one of the measures listed in C (1-5 a.) above. Rent with heat or Subsidized with heat included tenants would not be eligible for temporary relocation.
6. Delivery charges associated with having an Upfront delivery made to address the crisis situation.
7. CHIP/ECIP Repair. If the crisis cannot be averted by using a contracted Vendor within the required timeframe (*i.e.*, 18 or 48 hours), to repair a non-working heating system, the CAA can work with their housing department's Central Heating Improvement contracted CHIP Vendors to remedy the emergency situation.

## E. Unallowable Expenditures

1. ECIP funds cannot be used if the Household has a secondary or any other Heating System that is safe, operable and is capable of heating the Dwelling adequately during severe cold

weather and has a supply of product for that Heating System.

2. ECIP funds cannot be used to pay for surcharges, reconnection charges, or penalties related to a final utility disconnect when that utility is not required for the operation of the primary Heating System.
3. ECIP funds cannot be used to pay for Home Energy deliveries or Heating System repairs if the Applicant lives in Subsidized Housing with heat included or a Rental Unit with heat included.

## F. Do Not Pay List

CAAs must refer to the most recent version of the Do Not Pay List issued by MaineHousing to confirm ECIP eligibility. An Applicant with an Overpayment balance is not eligible for ECIP benefits unless they have entered into, and are in compliance with, the terms of a repayment agreement with MaineHousing.

## G. Documenting Eligibility

The eligibility determination is based on the HEAP Application:

1. If the Household has previously completed a HEAP Application and has been certified eligible in the current Program Year, the CAA must enter a Crisis Record in the System of Record by gathering information over the telephone or in person to assess and document the crisis situation.
2. If the Household has a pending HEAP Application, the Application must be completed and determined eligible prior to entering a Crisis Record in the System of Record.
3. If the Household has not yet applied for the current Program Year, a HEAP Application must be taken, completed, and determined eligible prior to entering a Crisis Record in the System of Record.

## H. Processing and Verifying

A Crisis Record must be completed in the System of Record to document the Household's situation and eligibility for ECIP benefits. The information below outlines the requirements for processing and verifying requests for ECIP services.

### 1. Fuel Emergency

- a. Household has less than or equal to a 7-day supply of Home Energy and does not have the financial means to secure a Home Energy delivery.
  1. Reading of 1/4 tank or less on a standard 275-gallon heating oil/kerosene tank.
  2. Reading of 25% or less on a propane tank.
  3. 7-day or less supply guideline applies to other Home Energy types (*e.g.*, firewood, wood pellets).
- b. **Crisis Record.** Fully complete the Crisis Record to assess and document the

Household's situation and eligibility for ECIP.

- c. **Verifications:** The CAA will need to verify the following (with the Vendor and/or the System of Record) and document in the Application as needed:
  1. The amount of any remaining current and/or prior year Fuel Assistance Benefits or TANF Fuel Supplemental credits. These funds must be used prior to or in conjunction with funds used to remedy the crisis (Upfront or ECIP).
  2. If Vendor is able to make the delivery within the required timeframe – *i.e.*, 18 or 48 hours.
  3. If the Vendor is willing to do an Upfront delivery.
    - i. The Household's HEAP Application must be appropriately certified-eligible in the System of Record.
    - ii. Prior to delivery, the CAA must provide the Vendor with a completed *Upfront Delivery Request Form*.
  4. If there will be any delivery charges incurred for the emergency delivery and the amount.
    1. Delivery and service fees can only be covered by ECIP funds if they are preauthorized and included on the ECIP Credit Notification.
    2. If Vendor is able to do an Upfront using the HEAP benefits, service fees must be covered by an ECIP or other funding. HEAP benefits cannot cover service fees.
  5. Cash price per unit/gallon of the fuel type being authorized.
2. Utility Disconnect (Electricity and Natural Gas)
  - a. Household's heat-related utility service is scheduled for disconnection or has been disconnected. This includes heat-related electric and natural gas disconnects.
  - b. A Household may be eligible for ECIP if **all** the following are true:
    1. Household's Heating System requires electricity or natural gas to operate;
    2. Utility account is in Household Member's name; and
    3. Household has exhausted its ability to negotiate and pay the terms of a reasonable payment arrangement;
    4. The Household's utility service will be restored, or the pending disconnection will be resolved with the issuance of an ECIP benefit;
  - c. **Rent With Heat Included:** Household may be eligible for ECIP if **all** the following are true:
    1. Applicant's rental/lease agreement indicates a Household Member is responsible for the electricity;

2. Electricity account is in a Household Member's name;
  3. Heating System relies on electricity to operate and electricity account that is in a Household Member's name provides the service to operate the Heating System;
  4. CAA has secured a written or verbal statement from the landlord confirming the electrical service that operates the Heating System is the tenant's responsibility not the landlords. If the landlord's confirmation is verbal, the intake worker will enter Case Notes in the System of Record with the specifics of the conversation; and
  5. Household has exhausted its ability to negotiate and pay the terms of a reasonable payment arrangement.
  6. The Household's utility service will be restored, or the pending disconnection will be resolved with the issuance of an ECIP benefit.
- d. Obtain a copy of the current disconnect notice to document the situation, determine the amount required to restore or continue service, and if it is a notice for a past due amount or a broken payment arrangement.
  - e. **Crisis Record:** Fully complete the Crisis record in the System of Record to assess and document the Household's situation and eligibility for ECIP.
  - f. **Verifications:** The CAA will need to verify the following with the Vendor and document the Application as needed:
    1. Amount of the current month's charges listed on the most recent bill.
    2. If the Household has a payment arrangement and the terms of payment arrangement.
    3. If the Applicant has exhausted their ability to comply with the terms of a reasonable payment arrangement.
    4. The amount necessary to prevent disconnection. If paid, what will be the amount of and the due date for the next payment? If it is obvious that the Household cannot make the next payment, reassess whether the ECIP benefits are adequate and if alternative resources are necessary.

### 3. Heating System Emergency

- a. Household has a dysfunctional or unsafe Primary Heating System and no secondary Heating System that is capable of adequately heating the Dwelling during severe cold weather.
- b. **Crisis Record:** Fully complete the Crisis Record to assess and document the Household's situation and eligibility for ECIP.
- c. The CAA will need to contact a Vendor to determine if the Vendor is able to make a service call within the required timeframe – *i.e.*, 18 or 48 hours.

**NOTE:** In order to fully resolve the crisis, it may be necessary to refer an Eligible Household to the Central Heating Improvement Program (CHIP) or other state, federal or local sources to cover costs that are outside the scope of ECIP or exceed the \$800.00 ECIP maximum.

4. Provisional Measures (Non-Contracted Vendor, Space Heaters, and Temporary Relocation)
  - a. The CAA may provide an ECIP-eligible Household with:
    1. Non-contracted vendor. When the CAA is not able to use a contracted Vendor that can avert the crisis within the required 18 or 48 hour timeframe a non-contracted vendor may be used. Use of a non-contracted vendor is only permissible for ECIP situations.
    2. Space heaters. If the crisis cannot be averted by a Home Energy delivery or repairing the Heating System within the required 18 or 48 hour timeframe.
    3. Temporary relocation. If the Household is facing a Life-Threatening Crisis that cannot be averted within the required 18-hour timeframe by receiving a Home Energy delivery or repairing the Heating System.
  - b. These measures offer a short-term solution until the crisis can be more fully resolved. In order to fully resolve the crisis, it may be necessary to use private/donated funding or other state, federal or local sources to cover costs that are outside the scope of ECIP or exceed the \$800.00 ECIP maximum.
  - c. ECIP may be used to pay solely for space heaters and temporary relocation provided the System of Record includes Case Notes identifying the other funding sources used to cover the Home Energy delivery, vendor name, the date/time of delivery, the number of units delivered, the type of Home Energy delivered, the amount of repair services, and the date service was performed.
  - d. **Crisis Record:** Fully complete the Crisis Record to assess and document the Household's situation and eligibility for ECIP.
  - e. Verifications:
    1. Contact the Vendor to verify information as you would for a Fuel Emergency or Heating System Emergency.
    2. **Space Heaters.** Contact the store/company to determine:
      1. Availability and model number of the space heater that will meet the minimum requirements.
      2. Cost of space heater.
    3. **Temporary Relocation:** Contact the hotel/motel to:
      1. Determine room availability.
      2. Obtain cost.

3. Obtain reservation/confirmation number.

**I. System of Record Data Entry and Certification**

1. If any information requires further explanation or clarification, enter a Case Note in the System of Record.

**J. Denials**

The CAA will provide the Applicant immediate verbal notice of the ECIP denial and written notice of the ECIP denial within three (3) business days. CAAs should refer Applicants who are ineligible for ECIP benefits to community organizations, 211 or other programs that may be able to assist.



## **K. Issuing the Credit Notification**

### **1. Fuel Delivery Credit Notification**

After certification, CAA will generate a Credit Notification and will email or fax the Credit Notification to the Vendor.

The Credit Notification shall include **all** the following:

- a. Date Credit Notification is generated
- b. Credit Notification number.
- c. CAA name and address. Also, include the name and telephone number of the CAA staff person authorizing the Credit Notification.
- d. Vendor name.
- e. Applicant name, delivery address, and telephone number.
- f. Fuel Type.
- g. Amount of HEAP Benefit, Supplemental Benefit and/or TANF Fuel Supplemental credit remaining on account.
- h. Dollar amount to be covered by ECIP. List the specific costs that will be covered by ECIP – *i.e.*, units to be delivered, unit price, and any delivery or restart/safety-check charges.
- i. Required timeframe for crisis resolution
  1. Required 18 or 48 hour timeframe.
  2. Date and time ECIP was certified.

### **2. Utility Disconnect Credit Notification**

After certification, CAA will generate a Credit Notification and will email or fax the Credit Notification to the Vendor.

The Credit Notification shall include **all** the following:

- a. Date Credit Notification is generated
- b. Credit Notification number
- c. CAA name and address. Also, include the name and telephone number of the CAA staff person authorizing the Credit Notification.
- d. Vendor Name
- e. Applicant name, service address and telephone number.

- f. Fuel Type
- g. Name on utility account.
- h. Utility account number.
- i. Amount of HEAP Benefit, Supplemental Benefit and/or TANF Fuel Supplemental credit remaining on account.
- j. Dollar amount to be covered by ECIP. List the specific costs that will be covered by ECIP – *i.e.*, past due charges and reconnection fees
- k. Required timeframe for crisis resolution.
  - 1. Required 18 or 48 hour timeframe.
  - 2. Date and time ECIP was certified.

### **3. Heating System Repair Credit Notification**

After certification, CAA will generate a System of Record Credit Notification and create a manual Credit Notification. Only the manual Credit Notification will be emailed or faxed to the Vendor.

The manual Credit Notification shall include **all** the following:

- a. Date Credit Notification issued.
- b. System of Record Credit Notification number.
- c. CAA name and address. Also, include the name and telephone number of the CAA staff person authorizing the Credit Notification.
- d. Vendor name.
- e. Applicant's name, service address, and telephone number.
- f. Amount of HEAP Benefit, Supplemental Benefit and/or TANF Fuel Supplemental credit remaining on account, if applicable.
- g. Maximum dollar amount authorized for Clean, Tune, and Evaluation (CTE) and repair services.
- h. Required timeframe for crisis resolution.
  - 1. Required 18 or 48 hour timeframe.
  - 2. Date and time ECIP was certified.

#### 4. Non-Contract Vendor Credit Non-Contract Vendor Credit Notification

After certification, CAA will generate a System of Record Credit Notification and create a manual Credit Notification. Only the manual Credit Notification will be emailed or faxed to the Vendor.

The manual Credit Notification shall include **all** the following:

- a. Date Credit Notification issued.
- b. System of Record Credit Notification number.
- c. CAA name and address. Also, include the name and telephone number of the CAA staff person authorizing the Credit Notification.
- d. Non-contracted vendor name.
- e. Applicant name, delivery address, and telephone number.
- f. Fuel Type.
- g. Dollar amount to be covered by ECIP. List the specific costs that will be covered by ECIP – *i.e.*, units to be delivered, unit price, and any delivery or restart/safety-check charges.
- h. Required timeframe for crisis resolution.
  1. Required 18 or 48 hour timeframe.
  2. Date and time ECIP was certified

#### 5. Space Heater Credit Notification

After certification, CAA will generate a System of Record Credit Notification and create a manual Credit Notification. Only the manual Credit Notification will be emailed or faxed to the store that will fulfill the order or be given to the CAA staff person who will issue the space heater from the CAA's inventory.

The manual Credit Notification shall include **all** the following:

- a. Date Credit Notification issued.
- b. System of Record Credit Notification number.
- c. CAA name and address. Also, include the name and telephone number of the CAA staff person authorizing the Credit Notification.
- d. Applicant's name, service address, and telephone number.
- e. Vendor Name - e.g. store name, CAA name
- f. Model number of space heater.

- g. Number of space heaters
- h. Total cost.

## 6. Temporary Relocation Credit Notification

After certification, CAA will generate a System of Record Credit Notification and create a manual Credit Notification. Only the manual Credit Notification will be emailed or faxed to the hotel/motel that will remedy the crisis.

The manual Credit Notification shall include **all** the following:

- a. Date Credit Notification issued.
- b. System of Record Credit Notification number.
- c. Applicant's name, physical address, and telephone number.
- d. Vendor Name, address, and telephone number
- e. Reservation number
- f. Number of rooms
- g. Check-in and check-out dates
- h. Nightly rate
- i. Total Amount Authorized

## L. Reconciling Credit Notifications

The CAA **must** verify and process ECIP documentation submitted for payment within 3 business days of receipt of such documentation from a Vendor. CAAs must have systems in place to track, manage and enter Credit Notifications for payment to ensure compliance with the 3-business day requirement.

The CAA **must** obtain additional documentation from the Vendor as needed to reconcile any discrepancies between the invoice and metered delivery ticket, and the Credit Notification.

In rare instances, it may be appropriate to enter/approve an amount that is greater than the original Credit Notification amount. In such cases, the CAA would need to assess whether extenuating circumstances occurred and whether those circumstances warrant paying the greater amount being invoiced (provided there are enough ECIP funds to cover the cost). The CAA should exercise reasonable judgement, and the situation should be fully documented by Case Notes in the System of Record to explain the reasoning for covering more than the original Credit Notification amount.

The information contained in a-e below outlines the requirements for

reconciling Credit Notifications for payment.

## 1. Fuel Delivery

Once the delivery has been made, the Vendor must submit the following to the CAA:

1. Metered delivery ticket required for oil/kerosene and propane, or invoice required for all other fuel types must document the following:
  - a. Customer's name.
  - b. Delivery address.
  - c. Date of delivery or pickup.
  - d. Type of fuel delivered or picked up.
  - e. Units delivered or picked up.
  - f. Price per unit (this must be Vendor's cash price).
  - g. Total.
2. If the total amount on the delivery ticket is greater than the ECIP Credit Notification amount, **Vendor must provide an invoice, or the following must be notated and signed/dated on the delivery ticket:**
  - a. Dollar amount to be paid by ECIP.
  - b. Dollar amount to be paid by HEAP (if applicable).
  - c. Dollar amount to be paid by TANF Fuel Supplemental Benefits (if applicable).
  - d. Dollar amount to be paid by client, another party or organization (if applicable)
  - e. Invoice is required if the delivery ticket does not document all the charges that were approved on the Credit Notification (ex. delivery fee, safety check, start-up fee).
3. The CAA reconciles the Vendor's delivery ticket/invoice to the Credit Notification to ensure:
  - a. Client name and address are printed on the delivery ticket and/or invoice and matches the Credit Notification.
  - b. Delivery date on the metered ticket/invoice was within the required timeframe.

- c. Correct fuel type was delivered.
- d. The units delivered and the unit price are consistent with the Credit Notification.
- e. Dollar amount on the metered delivery ticket or invoice is correct.

## 2. Utility Disconnect

Utility Vendor shall submit to the CAA written confirmation of the date and time the utility service was restored or the disconnect order was removed from the Household's account.

The CAA reviews the Vendor's documentation to verify:

1. Utility service was restored or the disconnect order was removed from the Applicant's account within the required timeframe.
2. Dollar amount to restore service or prevent disconnection is equal to or less than the Credit Notification amount.

## 3. Heating System Repairs

Vendor must submit to the CAA an Invoice indicating the Applicant's name and physical address, date services performed, description of the services performed, and amount being invoiced.

The CAA reconciles the Vendor's invoice to the Credit Notification to ensure:

1. Client name and address is printed on the invoice and matches the Credit Notification.
2. Service date on the invoice was within the required timeframe.
3. Dollar amount on invoice is equal to or less than Credit Notification amount.

## 4. Non-Contract Vendor

Once the delivery has been made, the Vendor must submit the following to the CAA:

1. Kerosene, oil, propane: Metered delivery ticket
2. All other Fuel Types: invoice signed by Vendor and Applicant documenting the following:
  - a. Customer's name.
  - b. Delivery address.
  - c. Date of delivery or pickup.
  - d. Type of fuel delivered or picked up.

- e. Units delivered or picked up.
- f. Price per unit (this must be Vendor's cash price).
- g. Total.

## 5. Space Heaters

Vendor shall submit the following to CAA:

1. Invoice listing the Applicant's name, address, date that the space heater was picked up or delivered, number of space heaters and model numbers.
2. Copied of Credit Notification signed and dated by Applicant and CAA at time of pick up.

The CAA reviews the Vendor's documentation to verify:

Client name and address is printed on the invoice and matches the Credit Notification.

2. Date picked up or delivered is within the required timeframe.
  - a. Dollar amount on invoice is equal to or less than Credit Notification amount.

**NOTE:** For space heaters being issued from the CAA's inventory, the Credit Notification should be signed/dated by the staff person pulling the space heater from inventory AND the Applicant at time of pickup.

## 6. Temporary Relocation

Vendor shall submit to the CAA an Invoice indicating the Applicant's name and address and check-in/check-out dates.

The CAA reviews the Vendor's documentation to verify:

1. Client name and address is printed on the invoice and matches the Credit Notification.
2. Check-in date was within the required timeframe.
3. Dollar amount on invoice is equal to or less than Credit Notification amount.

## M. Crisis Documentation

After **all** ECIP documentation is reviewed and reconciled, CAA uploads the following in

System of Record:

1. Crisis Checklist, if completed
2. System generated Credit Notification.
3. Manual Credit Notification, if applicable.
4. Vendor or CAA Invoice, if applicable.
5. Confirmation of restoration or revocation of scheduled disconnect, if applicable.
6. Credit Notification signed and dated by CAA/Vendor and Applicant at time of delivery or pickup. (space heaters, wood, wood pellets, coal, corn, and bio-bricks)
7. Documentation of CAA payment for ECIP Provisional measures (non-contracted vendor, space heaters temporary relocation)

**NOTE:** Documentation of CAA payment for ECIP Provisional measures should be a copy of the check or ACH confirmation showing previous payment to the vendor.

**N. ECIP Payment**

MaineHousing will issue payment within ten (10) business days of the approval of the Credit Notification in the System of Record. Payments will be issued to the:

1. Vendor for:
  - i. fuel deliveries
  - ii. utility disconnects
  - iii. Heating System repairs
2. CAA for:
  - i. Use of non-contracted vendors
  - ii. space heaters
  - iii. temporary relocation