Magnesite cement coating – a coating labeled and formulated for application to magnesite cement decking to protect the magnesite cement substrate from erosion by water.

Manufacturer – any person who imports, manufactures, assembles, produces, packages, repackages, or re-labels a consumer product or portable fuel container or spout or both portable fuel container and spout.

Marine deck sealant or marine deck sealant primer – any sealant or sealant primer labeled for application to wooden marine decks.

Mastic texture coating – a coating labeled and formulated to cover holes and minor cracks and to conceal surface irregularities, and is applied in a single coat of at least ten (10) mils (0.010 inch) dry film thickness.

Medical equipment manufacturing – the manufacture of medical devices, such as, but not limited to, catheters, heart valves, blood cardioplegia machines, tracheostomy tubes, blood oxygenators, and cardiatory reservoirs.

Medicated astringent /medicated toner – consists of the following:

(a) Any product regulated as a drug by the FDA that is applied to the skin for the purpose of cleaning or tightening pores including but not limited to clarifiers and substrate-impregnated products; and

(b) Does not include hand, face, or body cleaner or soap products, astringent/toner,~~"~~ cold cream, lotion, antiperspirants, or products that must be purchased with a doctor's prescription.

Medium volatility organic compound (MVOC) – any volatile organic compound that exerts a vapor pressure greater than two (2) millimeters of mercury (mm Hg) and less than or equal to eighty (80) mm Hg when measured at twenty degrees Celsius (20°C).

Metallic pigmented coating – a coating containing at least forty-eight (48) grams of elemental metallic pigment per liter of coating as applied (0.4 pounds per gallon), when tested in accordance with SCAQMD Method 318-95, incorporated by reference in §~~754~~ 765.

Metal polish /cleanser – consists of the following:

(a) Any product designed primarily to improve the appearance of finished metal, metallic, or metallized surfaces by physical or chemical action;

(1) Includes, but is not limited to, metal polishes used on brass, silver, chrome, copper, stainless steel and other ornamental metals; and

(2) To improve the appearance is to remove or reduce stains, impurities, or oxidation from surfaces or to make surfaces smooth and shiny; and

(b) Does not include automotive wax, polish, sealant or glaze, wheel cleaner, paint remover or stripper, products designed and labeled exclusively for automotive and marine detailing, or products designed for use in degreasing tanks.

Metal to urethane / rubber molding or casting adhesive – any adhesive intended by the manufacturer to bond metal to high density or elastomeric urethane or molded rubber materials, in heater molding or casting processes, to fabricate products such as rollers for computer printers or other paper handling equipment.

Missing data days – the number of days in a compliance period for which the responsible ACP party has failed to provide the required enforceable sales or VOC content data to the Department, as specified in the ACP Agreement approving an ACP.

Mist spray adhesive – any aerosol that is not a special purpose spray adhesive and which delivers a particle or mist spray, resulting in the formation of fine, discrete particles that yield a generally uniform and smooth application of adhesive to the substrate.

Mobile equipment – equipment which may be driven or is capable of being driven on a roadway including but not limited to automobiles, trucks, truck cabs, truck bodies, truck trailers, buses, motorcycles, utility bodies, camper shells, mobile cranes, bulldozers, street cleaners, golf carts, ground support vehicles, used in support of aircraft activities at airports, and farm equipment.

Multi-color coating – a coating that is packaged in a single container and that exhibits more than one color when applied in a single coat.

Multi-purpose construction adhesive – any adhesive intended by the manufacturer for use in installation or repair of various construction materials, including but not limited to drywall, subfloor, panel, fiberglass reinforced plastic (FRP), ceiling tile and acoustical cement.

Multi-purpose dry lubricant – any lubricant which is designed and labeled to provide lubricity by depositing a thin film of graphite, molybdenum disulfide (moly), or polytetrafluoroethylene or closely related fluoropolymer (teflon) on surfaces, and designed for general purpose lubrication, or for use in a wide variety of applications.

Multi-purpose lubricant – any lubricant designed for general purpose lubrication, or for use in a wide variety of applications. This term does not include multi-purpose dry lubricants, penetrants, or silicone-based multi-purpose lubricants.

Multi-purpose solvent – consists of the following:

(a) Any organic liquid designed to be used for a variety of purposes, including cleaning or degreasing of a variety of substrates, or thinning, dispersing or dissolving other organic materials;

(b) Includes solvents used in institutional facilities, except for laboratory reagents used in analytical, educational, research, scientific or other laboratories; and

(c) Does not include solvents used in cold cleaners, vapor degreasers, conveyorized degreasers or film cleaning machines, or solvents that are incorporated into, or used exclusively in the manufacture or construction of, the goods or commodities at the site of the establishment.

Nail polish – any clear or colored coating designed for application to the fingernails or toenails and including but not limited to, lacquers, enamels, acrylics, base coats and top coats.

Nail polish remover – a product designed to remove nail polish and coatings from fingernails or toenails.

Nominal capacity – the volume indicated by the manufacturer that represents the maximum recommended filling level.

Non-aerosol product – any consumer product that is not dispensed by a pressurized spray system.

Non-carbon containing compound – any compound that does not contain any carbon atoms.

Non-flat coating – a coating that is not defined under any other definition in this rule and that registers a gloss of fifteen (15) or greater on an eighty-five (85) degree meter and five (5) or greater on a sixty (60) degree meter according to ASTM Designation D 523-89 (1999), incorporated by reference in §~~754~~ 765.

Non-flat high gloss coating – a non-flat coating that registers a gloss of seventy (70) or above on a sixty (60) degree meter according to ASTM Designation D 523-89 (1999), incorporated by reference into §~~754~~ 765.

Non-industrial use – any use of architectural coatings except in the construction or maintenance of any of the following:

(a) Facilities used in the manufacturing of goods and commodities;

(b) Transportation infrastructure, including highways, bridges, airports and railroads;

(c) Facilities used in mining activities, including petroleum extraction; and

(d) Utilities infrastructure, including power generation and distribution, and water treatment and distribution systems.

Non-membrane roof installation/ repair adhesive – any adhesive intended by the manufacturer for the installation or repair of non-membrane roofs and that is not intended for the installation of prefabricated single-ply flexible roofing membrane. This category includes plastic or asphalt roof cement, asphalt roof coatings, and cold application cement.

Non-resilient flooring – flooring of a mineral content that is not flexible including but not limited to terrazzo, marble, slate, granite, brick, stone, ceramic tile and concrete.

Non-selective terrestrial herbicide – a terrestrial herbicide product that is toxic to plants without regard to species.

Nuclear coating – a protective coating formulated and recommended to seal porous surfaces such as steel or concrete that otherwise would be subject to intrusion by radioactive materials;

(a) These coatings must be resistant to long-term (service life) cumulative radiation exposure in accordance with ASTM Method D 4082-89, Standard Test Method for Effects of Gamma Radiation on Coatings for Use in Light-Water Nuclear Power Plants; and

(b) Relatively easy to decontaminate, and resistant to various chemicals to which the coatings are likely to be exposed in accordance with ASTM Method D 3912-80 (Reapproved 1989), Standard Test Method for Chemical Resistance of Coatings Used in Light-Water Nuclear Power Plants.

One-product business – a responsible ACP party that sells, supplies, offers for sale, or manufactures for use in District of Columbia:

(a) Only one (1) distinct ACP product, sold under one (1) product brand name, which is subject to the requirements of §720; or

(b) Only one (1) distinct ACP product line subject to the requirements of §720, in which all the ACP products belong to the same product category(ies) and the VOC Contents in the products are within ninety-eight (98) percent and one-hundred and two (102) percent of the arithmetic mean of the VOC Contents over the entire product line.

Outboard engine – a spark-ignition marine engine that, when properly mounted on a marine watercraft in the position to operate, houses the engine and drive unit external to the hull of the marine watercraft.

Outdoor floor covering installation adhesive – any adhesive intended by the manufacturer for use in the installation of floor covering that is not in an enclosure and that is exposed to ambient weather conditions during normal use.

Oven cleaner – any cleaning product designed to clean and to remove dried food deposits from oven walls.

Paint – any pigmented liquid, liquefiable, or mastic composition designed for application to a substrate in a thin layer which is converted to an opaque solid film after application and is used for protection, decoration or identification, or to serve some functional purpose including but not limited to the filling or concealing of surface irregularities or the modification of light and heat radiation characteristics.

Paint remover or stripper – consists of the following:

(a) Any product designed to strip or remove paints or other related coatings, by chemical action, from a substrate without markedly affecting the substrate; and

(b) Does not include multi-purpose solvents, paint brush cleaners, products designed and labeled exclusively ~~to remove~~ as "graffiti removers", and hand cleaner products that claim to remove paints and other related coatings from skin.

Panel installation – the installation of plywood, pre-decorated hardboard (or tileboard), fiberglass reinforced plastic, and similar pre-decorated or non-decorated panels to studs or solid surfaces using an adhesive formulated for that purpose.

Penetrant – consists of the following:

(a) A lubricant designed and labeled primarily to loosen metal parts that have bonded together due to rusting, oxidation, or other causes; and

(b) Does not include multi-purpose lubricants that claim to have penetrating qualities, but are not labeled primarily to loosen bonded parts.

Percent VOC by weight – the ratio of the weight of the VOC to the weight of the material, expressed as a percentage of VOC by weight. The percent VOC by weight can be calculated as follows:

$$\%VOCweight = [\frac{Wv}{W}]x100$$

where: Wv = Weight of VOCs in grams; and
W = Weight of material in grams.

Perimeter bonded sheet flooring installation – the installation of sheet flooring with vinyl backing onto a nonporous substrate using an adhesive designed to be applied only to a strip of up to four inches wide around the perimeter of the sheet flooring.

Permeation – means the process by which individual fuel molecules may penetrate the walls and various assembly components of a portable fuel container directly to the outside ambient air.

Personal fragrance product – consists of the following:

(a) Any product which is applied to the human body or clothing for the primary purpose of adding a scent or masking a malodor, including cologne, perfume, aftershave, and toilet water;

(b) Does not include deodorant; medicated products designed primarily to alleviate fungal or bacterial growth on feet or other areas of the body; mouthwashes, breath fresheners and deodorizers; lotions, moisturizers, powders or other skin care products used primarily to alleviate skin conditions such as dryness or irritations; products designed exclusively for use on human genitalia and; fragrance products designed to be used exclusively on non-human animals.

Pesticide – consists of the following:

(a) Any substance or mixture of substances labeled, designed, or intended for use in preventing, destroying, repelling or mitigating any pest, or any substance or mixture of substances labeled, designed, or intended for use as a defoliant, desiccant, or plant regulator; and

(b) Does not include any substance, mixture of substances, or device that the United States Environmental Protection Agency does not consider to be a pesticide.

Photochemically reactive solvents – any solvent with an aggregate of more than 20% of its total volume composed of chemical compounds classified below or which exceed any of the following individual percentage composition limitations:

(a) A combination of hydrocarbons, alcohols, aldehydes, esters, ethers, or ketones having an olefinic or cycle-olefinic type of unsaturation that account for 5% or more of the total volume of a solvent;

(b) A combination of aromatic compounds with eight or more carbon atoms to the molecule except ethylbenzene that account for 8% or more of the total volume of a solvent; or

(c) A combination of ethylbenzene, ketones having branched hydrocarbon structures, trichloroethylene or toluene that account for 20% or more of the total volume of a solvent.

Plastic cement welding adhesive – any adhesive intended by the manufacturer for use to dissolve the surface of plastic to form a bond between mating surfaces.

Plastic cement welding adhesive primer – any primer intended by the manufacturer for use to prepare plastic substrates prior to bonding or welding.

Plastic foam – foam constructed of plastic.

Plasticizer – a material, such as high boiling point organic solvent, that is incorporated into a vinyl to increase its flexibility, workability, or distensibility, as determined by the ASTM Method E-260-96.

Plastics – synthetic material chemically formed by the polymerization of organic (carbon-based) substances. Plastics are usually compounded with modifiers, extenders, and/or reinforcers and are capable of being molded, extruded, cast into various shapes and films or drawn into filaments.

Polyvinyl chloride (PVC) plastic – a polymer of the chlorinated vinyl monomer that contains 57 % chlorine.

Polyvinyl chloride (PVC) welding adhesive – any adhesive intended by the manufacturer for the welding of PVC plastic pipe. PVC plastic is a polymer of the chlorinated vinyl monomer that contains 57% chlorine and which is normally identified with a PVC marking.

Porous material – a substance that has tiny openings, often microscopic, in which fluids may be absorbed or discharged. Such materials include but are not limited to wood, paper, or corrugated paperboard.

Portable fuel container – any container or vessel with a nominal capacity of ten (10) gallons or less intended for reuse that is designed or used, sold, advertised or offered for sale ~~primarily~~ for receiving, transporting, storing, and dispensing fuel or kerosene. Portable fuel containers do not include containers or vessels permanently embossed or permanently labeled, as described in 49 CFR 172.407(a), as the rule existed on September 15, 2005, with language indicating said containers or vessels are solely intended for use with non-fuel or non-kerosene products.

Post-consumer coating – a finished coating that would have been disposed of in a landfill, having completed its usefulness to a consumer, and does not include manufacturing wastes.

Pre-ACP VOC content – the lowest VOC content of an ACP product between January 1, 1990 and the date on which the application for a proposed ACP is submitted to the Department, based on either the data on the product obtained from the March 12, 1991 CARB Consumer Products Survey, or other accurate records available to the Department, whichever yields the lowest VOC content for the product.

Pressurized gas duster – a pressurized product labeled to remove dust from a surface solely by means of mass air or gas flow, including surfaces such as photographs,

photographic film negatives, computer keyboards, and other types of surfaces that cannot be cleaned with solvents. Pressurized gas duster does not include a dusting aid.

Pre-treatment wash primer – a primer that contains a minimum of 0.5 acid, by weight, when tested in accordance with ASTM Designation D 1613-96, incorporated by reference into §~~754.5~~ 765.5(e) that is labeled and formulated for application directly to bare metal surfaces to provide corrosion resistance and to promote adhesion of subsequent topcoats.

Primer – a coating labeled and formulated for application to a substrate to provide a firm bind between the substrate and subsequent coats.

Principal display panel or panels – that part, or those parts of a label that are so designed as to most likely be displayed, presented, shown or examined under normal and customary conditions of display or purchase. Whenever a principal display panel appears more than once, all requirements pertaining to the principal display panel shall pertain to all such principal display panels.

Product brand name – the name of the product exactly as it appears on the principal display panel of the product.

Product category – the applicable category that best describes the product as listed in this section and §720. ~~with respect to its nominal capacity, material construction, fuel flow rate, and permeation rate, as applicable, as determined by the District of Columbia~~.

Product line – a group of products of identical form and function belonging to the same product category(ies).

Propellant – a liquid or compressed gas that is used in whole or in part, such as a co-solvent, to expel a liquid or any other material from the same self-pressurized container or from a separate container.

Pump spray – a packaging system in which the product ingredients within the container are not under pressure and in which the product is expelled only while a pumping action is applied to a button, trigger or other actuator.

Quick-dry enamel – a non-flat coating that is labeled as specified in §~~752.1~~ 763.1(h) and that is formulated to have the following characteristics:

(a) Is capable of being applied directly from the container under normal conditions with ambient temperatures between sixteen degrees Celsius (16°C) and twenty-seven degrees Celsius (27° C) (60° and 80°F);

(b) When tested in accordance with ASTM Designation D 1640-95, incorporated by reference in §~~754~~ 765, sets to touch in two (2) hours or less, is tack free in four (4) hours or less, and dries hard in eight (8) hours or less by the mechanical test method; and

(c) Has a dried film gloss of seventy (70) or above on a sixty (60) degree meter.

Quick-dry primer sealer and undercoater – a primer, sealer, or undercoater that is dry to the touch in thirty (30) minutes and can be re-coated in two (2) hours when tested in accordance with ASTM Designation D 1640-95, incorporated by reference in §~~754~~ 765.

Reactive diluent – a liquid that is a reactive organic compound during application and one in that, through chemical and/or physical reactions, such as polymerization, twenty percent (20%) or more of the reactive organic compound becomes an integral part of the finished material.

Reconcile or reconciliation – to provide sufficient VOC emission reductions to completely offset any shortfalls generated under the ACP during an applicable compliance period.

Reconciliation of shortfalls plan – the plan to be implemented by the responsible ACP party when shortfalls have occurred, as approved by the Department pursuant to §~~732~~ 735.

Recycled coating – an architectural coating formulated such that not less than fifty (50) percent of the total weight consists of secondary and post-consumer coating, with not less than ten (10) percent of the total weight consisting of post-consumer coating.

Reduced room draft – decreasing the flow or movement of air across the top of the freeboard area of a solvent cleaning machine to less than fifty (50) feet per minute (15.2 meters per minute) by methods including but not limited to redirecting fans and/or air vents, moving a machine to a corner where there is less room draft, or constructing a partial or complete enclosure.

Remote reservoir cold cleaning machine – a machine in which liquid solvent is pumped to a sink-like work area that immediately drains solvent back into an enclosed container while parts are being cleaned, allowing no solvent to pool in the work area.

Residence – areas where people reside or lodge, including, but not limited to, single and multiple family dwellings, condominiums, mobile homes, apartment complexes, motels, and hotels.

Responsible party – the company, firm or establishment that is listed on the product's label. If the label lists two companies, firms or establishments, the responsible party is the party that the product was manufactured for or distributed by, as noted on the label.

Responsible ACP party – the company, firm or establishment that is listed on the ACP product's label. If the label lists two (2) or more companies, firms, or establishments, the responsible ACP party is the party that the ACP product was manufactured for or distributed by, as noted on the label.

Restricted materials – pesticides ~~established~~ listed as restricted materials under applicable District of Columbia laws or regulations.

Retailer – any person who owns, leases, operates, controls, sells, supplies, or offers consumer products for sale directly to consumers or supervises a retail outlet.

Retail outlet – any establishment at which consumer products or portable fuel containers or spouts or both portable fuel containers and spouts are sold, supplied, or offered for sale directly to consumers.

Roll-on product – any antiperspirant or deodorant that dispenses active ingredients by rolling a wetted ball or wetted cylinder on the affected area.

Roadway sealant – any sealant intended by the manufacturer for application to public streets, highways and other surfaces, including but not limited to curbs, berms, driveways and parking lots.

Roof coating – consists of the following:

(a) A non-bituminous coating labeled and formulated exclusively for application to roofs for the primary purpose of preventing penetration of the substrate by water or reflecting heat and ultraviolet radiation; and

(b) Does not include metallic pigmented roof coatings.

Rubber – any natural or manmade rubber substrate, including but not limited to: styrene-butediene rubber (SBR), polychloroprene (neoprene), butyl rubber, nitrile rubber, chlorosulfonated polyethylene (CSM), and ethylene propylene diene terpolymer (EPDM).

Rubber and vinyl protectant – consists of the following:

(a) Any product designed to protect, preserve or renew vinyl, rubber, and plastic on vehicles, tires, luggage, furniture, and household products such as vinyl covers, clothing, and accessories; and

(b) Does not include products primarily designed to clean the wheel rim, such as aluminum or magnesium wheel cleaners, and tire cleaners that do not leave an appearance-enhancing or protective substance on the tire.

Rubbing alcohol – any product containing isopropyl alcohol (also called isopropanol) or denatured ethanol and labeled for topical use, usually to decrease germs in minor cuts and scrapes, to relieve minor muscle aches, as a rubefacient, and for massage.

Rust preventive coating – a coating formulated exclusively for non-industrial use to prevent the corrosion of metal surfaces and labeled as specified in §~~752.1~~763.1(f).

Sanding sealer – consists of the following:

(a) A clear or semi-transparent wood coating labeled and formulated for application to bare wood to seal the wood and to provide a coat that can be abraded to create a smooth surface for subsequent applications of coatings; and

(b) Does not include sanding sealers that also meet the definition of a lacquer.

SCAQMD – South Coast Air Quality Management District.

Sealant and caulking compound – consists of the following:

(a) Any product with adhesive properties that is designed to fill, seal, waterproof, or weatherproof gaps or joints between two surfaces;

(b) Does not include roof cements and roof sealants, insulating foams, removable caulking compounds, clear/paintable/water resistant caulking compounds, floor seam sealers, products designed exclusively for automotive uses, or sealers that are applied as continuous coatings;

(1) Removable caulking compounds are compounds which temporarily seal~~s~~ windows or doors for three to six month time intervals, and

(2) Clear/paintable/water resistant caulking compounds are compounds that contain~~s~~ no appreciable level of opaque fillers or pigments, transmit~~s~~ most or all visible light through the caulk when cured, ~~is~~ are paintable, and ~~is~~ are immediately resistant to precipitation upon application; and

(c) Does not include units of product, less packaging, which weigh more than one pound and consist of more than sixteen (16) fluid ounces.

Sealant – any material with adhesive properties that is formulated primarily to fill, seal, waterproof or weatherproof gaps or joints between two surfaces. Sealants include sealant primers and caulks.

Sealant primer – any product intended by the manufacturer to be applied to a substrate, prior to the application of a sealant, to enhance the bonding surface.

Sealer – a coating labeled and formulated for application to a substrate for one or more of the following purposes:

(a) To prevent subsequent coatings from being absorbed by the substrate; or

(b) To prevent harm to subsequent coatings by materials in the substrate.

Secondary coating (rework) – consists of the following:

(a) A fragment of a finished coating or a finished coating from a manufacturing process that has converted resources into a commodity of real economic value; and

(b) Does not include excess virgin resources of the manufacturing process.

Semisolid – a product that, at room temperature, will not pour, but will spread or deform easily, including but not limited to gels, pastes, and greases.

Shaving cream – an aerosol product which dispenses a foam lather intended to be used with a blade or cartridge razor, or other wet-shaving system, in the removal of facial or other bodily hair. Shaving cream does not include shaving gel.

Shaving gel – an aerosol product that dispenses a post-foaming semisolid designed to be used with a blade, cartridge razor, or other shaving system in the removal of facial or other bodily hair. Shaving gel does not include shaving cream.

Sheet-applied rubber installation – the process of applying sheet rubber liners by hand to metal or plastic substrates to protect the underlying substrate from corrosion or abrasion. These operations also include laminating sheet rubber to fabric by hand.

Shellac – a clear or opaque coating formulated solely with the resinous secretions of the lac beetle (*Laciffer lacca*), thinned with alcohol, and formulated to dry by evaporation without a chemical reaction.

Shop application – application of a coating to a product or a component of a product in or on the premises of a factory or a shop as part of a manufacturing, production, or repairing process including but not limited to original equipment manufacturing coatings.

Shortfall – consists of the following:

(a) The ACP emissions minus the ACP limit when the ACP emissions were greater than the ACP limit during a specified compliance period, expressed to the nearest pound of VOC; and

(b) Does not include emissions occurring prior to the date that the ACP Agreement approving an ACP is signed by the Department.

Silicone-based multi-purpose lubricant – consists of the following:

(a) Any lubricant which is designed and labeled to provide lubricity primarily through the use of silicone compounds including but not limited to

polydimethylsiloxane, and designed and labeled for general purpose lubrication, or for use in a wide variety of applications; and

(b) Does not include products designed and labeled exclusively to release manufactured products from molds.

Single phase aerosol air freshener – an aerosol air freshener with the liquid contents in a single homogeneous phase and which does not require that the product container be shaken before use.

Single-ply roof membrane – a prefabricated single sheet of rubber, normally EPDM (ethylene-propylenediene terpolymer), that is field applied in a single layer of membrane material to a building roof.

Single-ply roof membrane installation and repair adhesive – any adhesive labeled for use in the installation or repair of single-ply roof membrane. Installation includes, as a minimum, attaching the edge of the membrane to the edge of the roof and applying flashings to vents, pipes, and ducts that protrude through the membrane. Repair includes gluing the edges of torn membrane together, attaching a patch over a hole and reapplying flashings to vents, pipes or ducts installed through the membrane.

Single-ply roof membrane adhesive primer – any primer labeled for use to clean and promote adhesion of the single-ply roof membrane seams or splices prior to bonding.

Single-ply roof membrane sealant – any sealant labeled for application to single-ply roof membrane.

Small business – shall have the same meaning as defined in applicable District of Columbia laws and regulations.

Solicit – to require for use or to specify, by written or oral contract.

Solid – a substance or mixture of substances that, either whole or subdivided (such as the particles comprising a powder), is not capable of visually detectable flow as determined under ASTM D 4359-90(2000)e1, including subsequent amendments, incorporated by reference.

Solvent – organic compounds that are used as diluents, thinners, dissolvers, viscosity reducers, cleaning agents or other related causes.

Solvent/air interface – the location of contact between the concentrated solvent vapor layer and the air:

(a) This location of contact is defined as the mid-line height of the primary condenser coils; and

(b) For a cold cleaning machine, it is the location of contact between the liquid solvent and the air.

Solvent cleaning machine – a device or piece of equipment that uses solvent liquid or vapor to remove contaminants, including but not limited to dirt, grease, oil, and coatings, from the surfaces of materials. Types of solvent cleaning machines include but are not limited to batch vapor cleaning machines, in-line vapor cleaning machines, immersion cold cleaning machines, remote reservoir cold cleaning machines, airless cleaning systems and air-tight cleaning systems.

Solvent cleaning machine automated parts handling system – a mechanical device that carries all parts and parts baskets at a controlled speed from the initial loading of soiled or wet parts through the removal of the cleaned or dried parts.

Solvent cleaning machine down time – the period when a solvent cleaning machine is not cleaning parts and the sump heating coils, if present, are turned off.

Solvent cleaning machine idle time – the period when a solvent cleaning machine is not actively cleaning parts and the sump heating coil, if present, is turned on.

Special purpose spray adhesive – an aerosol adhesive that meets any of the following definitions:

(a) Mounting adhesive – an aerosol adhesive designed to permanently mount photographs, artwork, and any other drawn or printed media to a backing (paper, board, cloth, etc.) without causing discoloration to the artwork;

(b) Flexible vinyl adhesive – an aerosol adhesive designed to bond flexible vinyl to substrates. Flexible vinyl means a nonrigid polyvinyl chloride plastic with at least five (5) percent, by weight, of plasticizer content. A plasticizer is a material, such as a high boiling point organic solvent, that is incorporated into a plastic to increase its flexibility, workability, or distensibility, and may be determined using ASTM Method E260-91, including any subsequent amendments or from product formulation data;

(c) Polystyrene foam adhesive – an aerosol adhesive designed to bond polystyrene foam to substrates;

(d) Automobile headliner adhesive – an aerosol adhesive designed to bond together layers in motor vehicle headliners;

(e) Polyolefin adhesive – an aerosol adhesive designed to bond polyolefins to substrates;

(f) Laminate repair/edgebanding adhesive – consist of the following:

(1) An aerosol adhesive designed for the touch-up or repair of items laminated with high pressure laminates including but not limited to lifted edges, delaminates, or for the touch-up, repair, or attachment of edgebanding materials, including but not limited to, other laminates, synthetic marble, veneers, wood molding, and decorative metals; and

(2) High pressure laminate means sheet materials which consist of paper, fabric, or other core material that have been laminated at temperatures exceeding two-hundred and sixty-five degrees Fahrenheit (265° F), and at pressures between one-thousand (1,000) and one-thousand four-hundred (1,400) pounds per square inch (psi); and

(g) Automotive engine compartment adhesive - an aerosol adhesive designed for use in motor vehicle under-the-hood applications that require oil and plasticizer resistance, as well as high shear strength, at temperatures of two-hundred to two-hundred and seventy-five degrees Fahrenheit (200 - 275° F).

Specialty primer, sealer, and undercoater – a coating labeled as specified in §~~752.1~~ 763.1(g) and that is formulated for application to a substrate to seal fire, smoke or water damage, to condition excessively chalky surfaces, or to block stains. An excessively chalky surface is one that is defined as having a chalk rating of four (4) or less as determined by ASTM Designation D 4214-98, incorporated by reference in §~~754.5~~ 765.5(g).

Spill proof spout – any spout that complies with all of the performance standards specified in §~~736.2~~ 745.2 or with the certification requirement in §745.3 and with the requirements in §747.

Spill-proof system – any configuration of portable fuel container and firmly attached spout that complies with all of the performance standards in §~~736.1~~ 745.1 or with the certification requirement in §745.3 and with the requirements in §747.

Spot remover – consists of the following:

(a) Any product ~~designed~~ labeled to clean localized areas, or remove localized spots or stains on cloth or fabric such as drapes, carpets, upholstery, and clothing, that does not require subsequent laundering to achieve stain removal; and

(b) Does not include dry cleaning fluid, laundry prewash, ~~carpet and upholstery cleaner~~, or multi-purpose solvent.

Spout – any device that can be firmly attached to a portable fuel container for conducting pouring through which the contents of a portable fuel container can be dispensed, not including a device that can be used to lengthen the spout to accommodate necessary applications.

Spray buff product – a product designed to restore a worn floor finish in conjunction with a floor buffing machine and special pad.

Stain – a clear, semi-transparent, or opaque coating labeled and formulated to change the color of a surface, but not conceal the grain pattern or texture.

Stick product – any antiperspirant or deodorant that contains active ingredients in a solid matrix form, and that dispenses the active ingredients by frictional action on the affected area.

Structural glazing adhesive – any adhesive intended by the manufacturer to apply glass, ceramic, metal, stone, or composite panels to exterior building frames.

Structural waterproof adhesive – in accordance with the Federal Consumer Products Regulation, 40 C~~.~~F~~.~~R~~.~~ 59 Subpart C, an adhesive whose bond lines are resistant to conditions of continuous immersion in fresh or salt water, and that conforms with Federal Specification MMM-A-181D (Type 1, Grade A)~~, and MIL-A-4605 (Type A, Grade A and Grade C)~~.

Subfloor installation – the installation of subflooring material over floor joists, including the construction of any load bearing joists. Subflooring is covered by a finish surface material.

Superheated vapor system – a system that heats the solvent vapor to a temperature of ten degrees Fahrenheit (10° F) above the solvent's boiling point. Parts are held in the superheated vapor before exiting the machine to evaporate the liquid solvent on the parts.

Surface preparation solvent – a solvent used to remove dirt, oil, and other contaminants from a substrate prior to the application of a primer, adhesive, or sealant.

Surplus reduction – the ACP limit minus the ACP emissions when the ACP limit was greater than the ACP emissions during a given compliance period, expressed to the nearest pound of VOC. Except as provided in §~~732.11~~ 735.11 this term does not include emissions occurring prior to the date that the ACP Agreement approving an ACP is signed by the Department.

Surplus trading – the buying, selling, or transfer of Surplus Reductions between responsible ACP parties.

Swimming pool coating – a coating labeled and formulated to coat the interior of swimming pools and to resist swimming pool chemicals.

Swimming pool repair and maintenance coating – a rubber-based coating labeled and formulated to be used over existing rubber-based coatings for the repair and maintenance of swimming pools.

Table B compound – any carbon-containing compound listed as an exception to the definition of VOC.

Target fuel tank – any receptacle that receives fuel from a portable fuel container.

Temperature-indicator safety coating – a coating labeled and formulated as a color-changing indicator coating for the purpose of monitoring the temperature and safety of the substrate, underlying piping, or underlying equipment, and for application to substrates exposed continuously or intermittently to temperatures above two-hundred and four degrees Celsius (204°C) or four hundred degrees Fahrenheit (400°F).

Terrestrial – to live on or grow from land.

Thermoplastic rubber coating and mastic – a coating or mastic formulated and recommended for application to roofing or other structural surfaces and that incorporates no less than 40 percent by weight of thermoplastic rubbers in the total resin solids and may also contain other ingredients including but not limited to fillers, pigments, and modifying resins.

Thin metal laminating adhesive – any adhesive intended by the manufacturer to bond multiple layers of metal to metal or metal to plastic in the production of electronic or magnetic components in which the thickness of the bond line(s) is less than 0.25 millimeters.

Tint base – an architectural coating to which colorant is added after packaging in sale units to produce a desired color.

Tire repair – a process that includes expanding a hole, tear, fissure or blemish in a tire casing by grinding or gouging, applying adhesive and filling the hole or crevice with rubber.

Tire sealant and inflation – any pressurized product that is designed to temporarily inflate and seal a leaking tire.

Tire tread adhesive – any adhesive intended by the manufacturer for application to the back of procure tread rubber and to the casing and cushion rubber. Tire tread adhesive may also be used to seal buffed tire casings to prevent oxidation while the tire is being prepared for a new tread.

Toilet/urinal care product – any product designed or labeled to clean and/or deodorize toilet bowls, toilet tanks, or urinals. Toilet bowls, toilet tanks, or urinals includes, but is not limited to toilets, urinals, connected to permanent plumbing in buildings and other structures, portable toilets or urinals placed at temporary or remote locations, and toilet or urinals in vehicles such as buses, recreational motor homes, boats, ships, and aircraft. Toilet/urinal care product does not include bathroom and tile cleaner or general purpose cleaner.

Total maximum historical emissions (TMHE) – consists of the following:

(a) The total VOC emissions from all ACP products for which the responsible ACP party has failed to submit the required VOC content or enforceable sales records. This term shall be calculated for each ACP product during each portion of a compliance period for which the responsible ACP has failed to provide the required VOC Content or Enforceable Sales records; and

(b) Shall be expressed to the nearest pound and calculated according to the following calculation:

$$TMHE = (MHE)_1 + (MHE)_2 + \ldots + (MHE)_N$$

$$MHE = \left(\frac{Highest\ VOC\ Content\ x\ Highest\ Sales}{100\ x\ 365}\right) x\ Missing\ Data\ Days$$

where:

Highest VOC Content = the maximum VOC content which the ACP product has contained in the previous five (5) years, if the responsible ACP party has failed to meet the requirements for reporting VOC Content data (for any portion of the compliance period), as specified in the ACP Agreement approving the ACP, or the current actual VOC Content, if the responsible ACP party has provided all required VOC Content data (for the entire compliance period), as specified in the ACP Agreement;

Highest Sales = the maximum one (1) year Gross District of Columbia Sales of the ACP product in the previous five (5) years, if the responsible ACP party has failed to meet the requirements for reporting Enforceable Sales records (for any portion of the compliance period), as specified in the ACP Agreement approving the ACP, or the current actual one (1) year Enforceable Sales for the product, if the responsible ACP party has provided all required Enforceable Sales records (for the entire compliance period), as specified in the ACP Agreement approving the ACP;

Missing Data Days = the number of days in a compliance period for which the responsible ACP party has failed to provide the required Enforceable Sales or VOC Content data as specified in the ACP Agreement approving an ACP; and

1, 2, ..., N = each product in an ACP, up to the maximum N, for which the responsible ACP party has failed to submit the required Enforceable Sales or VOC Content data as specified in the ACP Agreement approving an ACP.

Traffic marking coating – a coating labeled and formulated for marking and striping streets, highways, or other traffic surfaces including but not limited to curbs, berets,

driveways, parking lots, sidewalks, and airport runways.

Traffic marking tape – preformed reflective film intended by the manufacturer for application to public streets, highways, and other surfaces, including but not limited to curbs, berms, driveways, and parking lots.

Traffic marking tape adhesive primer – any primer intended by the manufacturer for application to surfaces prior to installation of traffic marking tape.

Type A propellant – a compressed gas such as CO_2, N_2, N_2O, or compressed air that is used as a propellant, and is either incorporated with the product or contained in a separate chamber within the product's packaging.

Type B propellant – any halocarbon that is used as a propellant including chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs).

Type C propellant – any propellant that is not a Type A or Type B propellant, including propane, isobutane, n-butane, and dimethyl ether (also known as dimethyl oxide).

Undercoater – a coating labeled and formulated to provide a smooth surface for subsequent coatings.

Undercoating – any aerosol product designed to impart a protective, non-paint layer to the undercarriage, trunk interior, and/or firewall of motor vehicles to prevent the formation of rust or to deaden sound including but not limited to rubberized, mastic, or asphaltic products.

Undersea-based weapons systems components – the fabrication of parts, assembly of parts or completed units of any portion of a missile launching system used on undersea ships.

Usage directions – the text or graphics on the product's principal display panel, label, or accompanying literature that describes to the end user how and in what quantity the product is to be used.

Vapor cleaning machine – consists of the following:

(a) A solvent cleaning machine that boils liquid solvent, generating a vapor, or that heats liquid solvent that is used as part of the cleaning or drying cycle; and

(b) Does not include machines which do not have a solvent/air interface, such as airless and air-tight cleaning systems.

Vapor cleaning machine primary condenser – a series of circumferential cooling coils on a vapor cleaning machine through which a chilled substance is circulated or

recirculated to provide continuous condensation of rising solvent vapors, and thereby, create a concentrated vapor zone.

Vapor up control switch – a thermostatically controlled switch that shuts off or prevents condensate from being sprayed when there is no vapor. On in-line vapor cleaning machines the switch also prevents the conveyor from operating when there is no vapor.

Varnish – a clear or semi-transparent wood coating, excluding lacquers and shellacs, formulated to dry by chemical reaction on exposure to air. Varnishes may contain small amounts of pigment to color a surface, or to control the final sheen or gloss of the finish.

Vinyl/Fabric/Leather/Polycarbonate Coating – a coating designed and labeled exclusively to coat vinyl, fabric, leather, or polycarbonate substrates.

Volatile organic compound (VOC) – any compound of carbon, other than those organic compounds that are defined in 40 CFR part 51 (40 CFR §51.100).

~~(a) Any compound containing at least one atom of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, and excluding the following:~~

~~(1) methane;~~

~~(2) methylene chloride (dichloromethane);~~

~~(3) 1,1,1 trichloroethane (methyl chloroform);~~

~~(4) trichlorofluoromethane (CFC-11);~~

~~(5) dichlorodifluoromethane (CFC-12);~~

~~(6) 1,1,2 trichloro 1,2,2 trifluoroethane (CFC-113);~~

~~(7) 1,2 dichloro 1,1,2,2 tetrafluoroethane (CFC-114);~~

~~(8) chloropentafluoroethane (CFC-115);~~

~~(9) chlorodifluoromethane (HCFC-22);~~

~~(10) 1,1,1 trifluoro 2,2 dichloroethane (HCFC-123);~~

~~(11) 1,1 dichloro 1 fluoroethane (HCFC-141b);~~

~~(12) 1 chloro 1,1 difluoroethane (HCFC-142b);~~

~~(13) 2 chloro 1,1,1,2 tetrafluoroethane (HCFC-124);~~

~~(14) trifluoromethane (HFC-23);~~

~~(15) 1,1,2,2-tetrafluoroethane (HFC-134);~~

~~(16) 1,1,1,2-tetrafluoroethane (HFC-134a);~~

~~(17) pentafluoroethane (HFC-125);~~

~~(18) 1,1,1-trifluoroethane (HFC-143a);~~

~~(19) 1,1-difluoroethane (HFC-152a);~~

~~(20) cyclic, branched, or linear completely methylated siloxanes; and~~

~~(21) the following classes of perfluorocarbons:~~

~~(A) cyclic, branched, or linear, completely fluorinated alkanes;~~

~~(B) cyclic, branched, or linear, completely fluorinated ethers with no unsaturations;~~

~~(C) cyclic, branched, or linear, completely fluorinated tertiary amines with no unsaturations;~~

~~(D) sulfur-containing perfluorocarbons with no unsaturations and with the sulfur bonds to carbon and fluorine, and~~

~~(b) The following low-reactive organic compounds that have been exempted by the U.S. EPA:~~

~~(1) acetone;~~

~~(2) ethane;~~

~~(3) methyl acetate;~~

~~(4) parachlorobenzotrifluoride (1-chloro-4-trifluoromethyl benzene); and~~

~~(5) perchloroethylene (tetrachloroethylene~~

VOC content – consist of the following:

(a) For the purpose of §§719 through ~~734~~ 737, except for charcoal lighter products, the total weight of VOC in a product expressed as a percentage of the product

weight, exclusive of the container or packaging, as determined pursuant to §~~731.1~~ 734.1 through ~~731.3~~ 734.3;

(b) For charcoal lighter material products only:

$$VOC\ Content = \frac{(Certified\ Emissions\ x\ 100)}{Certified\ Use\ Rate}$$

Certified Emissions = the emissions level for products approved by the District of Columbia under §~~727~~ 730, as determined pursuant to South Coast Air Quality Management District Rule 1174 Ignition Method Compliance Certification Protocol (Feb. 27, 1991), including subsequent amendments, expressed to the nearest 0.001 pound CH_2 per start;

Certified Use Rate = the usage level for products approved by the District of Columbia under §~~727~~ 730, as determined pursuant to South Coast Air Quality Management District Rule 1174 Ignition Method Compliance Certification Protocol (Feb. 27, 1991), including subsequent amendments, expressed to the nearest 0.001 pound certified product used per start; and

(c) For the purpose of §§~~749~~ 760 through ~~754~~ 765, the weight of VOC per volume of coating, calculated according to the procedures specified in §~~754.1~~ 765.1.

Wasp and hornet insecticide – any insecticide product that is designed for use against wasps, hornets, yellow jackets or bees by allowing the user to spray from a distance a directed stream or burst at the intended insects, or their hiding place.

Waterproof resorcinol glue – a two-part resorcinol-resin-based adhesive designed for applications where the bond line must be resistant to conditions of continuous immersion in fresh or salt water.

Waterproofer – consists of the following:

(a) A product designed and labeled exclusively to repel water from fabric or leather substrates; and

(b) Does not include fabric protectants.

Waterproofing concrete/masonry sealer – a clear or pigmented film-forming coating that is labeled and formulated for sealing concrete and masonry to provide resistance against water, alkalis, acids, ultraviolet light, and staining.

Waterproofing sealer – a coating labeled and formulated for application to a porous substrate for the primary purpose of preventing the penetration of water.

Wax – consists of the following:

(a) A material or synthetic thermoplastic substance generally of high molecular weight hydrocarbons or high molecular weight esters of fatty acids or alcohols, except glycerol and high polymers (plastics); and

(b) Includes but is not limited to substances derived from the secretions of plants and animals such as carnuba wax and beeswax, substances of a mineral origin including but not limited to ozocerite and paraffin, and synthetic polymers such as polyethylene.

Web spray adhesive – any aerosol adhesive that is not a mist spray or special purpose spray adhesive.

Wood cleaner – a product labeled to clean wooden materials including, but not limited to, decking, fencing, flooring, logs, cabinetry, and furniture. Wood cleaner does not include dusting aid, general purpose cleaner, furniture maintenance product, floor wax stripper, floor polish or wax, or products designed and labeled exclusively to preserve or color wood.

Wood floor wax – wax-based products for use solely on wood floors.

Wood preservative – a coating labeled and formulated to protect exposed wood from decay or insect attack, that is registered with both the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 *et seq.*) and with the District of Columbia Department of the Environment ~~Health, Environmental Health Administration, Toxic Substance Division~~ pursuant to ~~(~~20 DCMR Chapters 20-25~~)~~.

Working day – a day other than Saturday, Sunday, a legal holiday, or day on which the Department is officially closed.

Working mode cover – any cover or solvent cleaning machine design that allows the cover to shield the cleaning machine openings from outside air disturbances while parts are being cleaned in the cleaning machine. A cover that is used during the working mode is opened only during parts entry and removal.

Year – unless otherwise indicated, refers to the calendar year.

Comments on these proposed rules must be submitted, in writing, no later than thirty (30) days after the date of publication of this notice in the *D.C. Register* to Ms. Cecily Beall, District Department of the Environment, Air Quality Division, 51 N Street, NE, 3rd Floor, Washington, D.C. 20002. Copies of the proposed rule may be obtained between the hours of 9:00 A.M. and 5:00 P.M. at the address listed above for a small fee to cover the cost of reproduction.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

NOTICE OF PROPOSED RULEMAKING

The Board of Commissioners of the District of Columbia Housing Authority (DCHA) hereby gives notice, pursuant to D.C. Code Section 6-203 (2007 Ed.), of its intent to adopt the following proposed amendments and restatements of selected provisions of Chapters 60, 61, 62, 64, and 65 of Title 14 of the District of Columbia Municipal Regulations in not less than thirty (30) days from the date of publication of this notice in the D.C. Register. The proposed amendments contain the rules governing: definitions, adding individuals to the lease, recertification, reporting change of income, repayment of security deposits, minimum rent, transfer policy, voluntary and involuntary termination of tenancy, Lessee responsibilities, charges to the Lessee for repairs, DCHA's right to enter the dwelling unit, and live-in aides.

Amendment: amend and restate the definition of Handicapped Assistance Expenses found in Section 6099, Definitions, of Chapter 60, Low Rent Housing: General Provisions, to read as follows:

CHAPTER 60 LOW RENT HOUSING: GENERAL PROVISIONS

6099 DEFINITIONS

Handicapped Assistance Expenses - reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed; Provided, that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Amendment: add (in alphabetical order) to Section 6099, Definitions, of Chapter 60, Low Rent Housing: General Provisions, the following language:

CHAPTER 60 LOW RENT HOUSING: GENERAL PROVISIONS

6099 DEFINITIONS

Development - A DCHA property, including but not limited to buildings, the common areas of the buildings and grounds associated with all the buildings on either a mixed population, senior or general population public housing property owned by DCHA.

Lessee -The "Lessee" is the individual(s) that sign(s) the Lease with the Authority. The Lessee is also deemed a Lessee. Each Lessee is individually, jointly and severally responsible for performance of all obligations under the lease including, but not limited to, the payment of rent and additional rent, as defined

herein. No individual, other than the signatory to the lease, is deemed to be a Lessee or have any rights of a Lessee.

Leased Premises - Leased Premises includes the Lessee's dwelling unit as specified in the lease and any other buildings or areas that are provided for the exclusive use of the Lessee. The Leased Premises are located in a federally assisted public housing development owned or assisted by the Authority.

Amendment: rename Section 6117 "Adding Individuals to the Lease," amend and restate Section 6117 of Chapter 61, Admissions and Recertification, to read as follows:

CHAPTER 61 ADMISSIONS AND RECERTIFICATION

6117 ADDING INDIVIDUALS TO THE LEASE

6117.1 Any person using or occupying the Leased Premises not in compliance with this Section is an unauthorized occupant without tenancy or other rights under the Dwelling Lease, including any person using or occupying the Leased Premises without approval from DCHA.

6117.2 A family shall notify in writing to DCHA of any additions to their household composition in cases of birth, legal adoption, court ordered guardianship or court awarded conservatorship and submit supporting documentation requested from DCHA within thirty (30) days of the addition to the household composition; and

(a) DCHA may require the family to transfer to an appropriately sized unit that will not result in overcrowding or occupancy in excess of the standards specified in Chapter 61 of this Title, and;

(b) Any addition of an adult is a proposed addition until DCHA has notified the Lessee that the adult has been added as a household member. The Authority will screen the proposed adult addition in accordance with federal law and regulations as well as DCHA's admissions and occupancy policies and regulations. With in thirty (30) days of notification of the proposed addition, Lessee will be notified of the disposition of the proposed addition.

6117.3 Other than those persons listed in Subsection 6117.2, no additional persons, adults or minors, may be added to the household composition as household members unless:

(a) The Lessee submitted a written request to add additional persons to the household and the request was approved by DCHA;

(b) The proposed additional household member shall be subject to DCHA approval criteria and must meet all applicable eligibility and screening requirements, and

(c) The requested addition to the household shall not cause the Leased Premises to exceed the maximum occupancy in accordance with the Authority's policies and regulations.

6117.4 DCHA may permit Lessees to add minor children, other than those listed in Subsection 6117.2, with a care giving relationship, provided:

(a) The adding of an additional household member is in accordance with Subsection 6117.3.

(b) Appropriate documentation acceptable to DCHA of a care giving relationship is provided prior to the minor children moving into the unit. Documentation shall be sufficient to establish the care giving relationship and may include: notarized authorization from the child's legal guardian, school or medical records, public benefit records, and sworn statements from medical, legal, social service professionals, teachers or clergy.

(c) Notwithstanding the provisions of Subsection 6117.2, if additional occupants would result in occupancy in excess of the standards specified in Section 6110 of this Title, DCHA may review a reasonable request to approve the addition of minor children to the Dwelling Lease taking into account certain factors including but not limited to:

(1) The number of additional occupants;

(2) The size of the unit;

(3) The age of the household members;

(4) The expected duration of the care giving relationship;

(5) The needs of the housing development; and

(6) The capacity of DCHA.

Amendment: amend and restate Subsection 6118.4 of Section 6118, Recertification, Chapter 61, Admission and Recertification, to read as follows:

CHAPTER 61 ADMISSION AND RECERTIFICATION

6118 RECERTIFICATION

6118.4 The Lessee shall be responsible for providing to DCHA a completed application for continued occupancy, including the appropriate verification forms. The Lessee's responsibility to provide a completed application for continued occupancy, including the appropriate verification forms shall include but is not limited to the following:

(a) Lessees shall be required to return the recertification package including any required substantiating documentation or verification forms to DCHA within thirty (30) days of receipt of the recertification package.

(b) Lessee shall obtain from other household members any information, documentation and signatures, as DCHA may require, when submitting a completed application for continued occupancy, including the appropriate verification forms as DCHA may require.

(c) The Lessee shall provide, for each household member, to DCHA a listing of the exact amount of income or benefits, from whatever source and the exact source of the income or benefit, and;

(d) The Lessee shall provide, certification from all adult household members that their income has been accurately reported, and;

(e) Lessee shall provide the full name, gender, Social Security Number and date of birth for each household member, and;

(f) Lessee shall provide to DCHA proof of the Lessee's and/or any household member's enrollment in an educational facility and shall provide this information for any household member that Lessee is seeking to add, and;

(g) Lessee's who wish to remove a household member from the household shall have the burden of proof that such person has permanently vacated the Leased Premises and must submit documents satisfactory to DCHA, in its sole discretion, that the household member is residing elsewhere.

(h) If the Lessee has misrepresented or failed to submit timely to DCHA any facts used in the determination of rent, whether intentionally or by mistake, DCHA may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted timely by the Lessee. This amount shall be posted to the Lessee's account and shall be due thirty (30) days from the date of the rent statement. The rent amount reflected on the Lessee's rent statement shall constitute sufficient proof of notice to Lessee. A failure to accurately report income, deductions, family composition, or any other information may result in legal action being taken by DCHA or law enforcement agencies.

Amendment: amend and restate Subsection 6119.1 of Section 6119, Reporting Change of Income and Interim Recertification, Chapter 61, Admissions and Recertification, to read as follows:

CHAPTER 61 ADMISSION AND RECERTIFICATION

6119 REPORTING CHANGE OF INCOME AND INTERIM RECERTIFICATION

6119.1 It shall be the Lessee's responsibility to report to DCHA complete and accurate information of all members of the family, including any change in family circumstances, within thirty (30) days of the change. Changes in family circumstances include but are not limited to changes in: family size, such as additions or removals of household members, and income. The Lessee's responsibility to report any change in family circumstances, includes but is not limited to the following:

(a) Documentary proof of the reported change satisfactory to DCHA, in its sole discretion, and;

(b) Lessee shall provide to DCHA proof educational enrollment in an educational facility of any household member that Lessee is seeking to add pursuant to Chapter 61 of this title, and;

(c) Lessee shall obtain all supplemental information and required signatures as DCHA may require, from other household members, and;

(d) Lessee's who wish to remove a household member from the household shall have the burden of proof that such person has permanently vacated the Leased Premises and must submit documents satisfactory to DCHA, in its sole discretion, that the household member is residing elsewhere, and;

(e) Any household member who begins employment or begins to receive any benefits or other source of income, and;

(f) DCHA shall have the right to require the Lessee to attend a rent review meeting upon written request. Lessee may request a rent review through the manager of his property at any time upon written request. Lessee shall attend any meetings held to conduct the rent review at the time and place specified by DCHA or, if requested by the Lessee, at an alternative time during normal DCHA hours. Lessee shall provide to DCHA complete and accurate information, including documentation, as specified by DCHA.

(g) If the Lessee has failed to comply with this subsection, including but not limited to misrepresentation or failure to submit timely to DCHA any facts used in the determination of rent, whether intentionally or by mistake, DCHA may charge and collect as rent the difference between the rent

actually paid and the rent which would have been due had the proper information been submitted timely by the Lessee. This amount shall be posted to the Lessee's account and shall be due thirty (30) days from the date of the rent statement. The rent amount reflected on the Lessee's rent statement shall constitute sufficient proof of notice to Lessee. A failure to accurately report income, deductions, family composition, or any other information may result in legal action being taken by DCHA or law enforcement agencies.

Amendment: rename Section 6121 "Live-In Aides" of Chapter 61, Admission and Recertification, and amend and restate Section 6121, to read as follows:

CHAPTER 61 ADMISSION AND RECERTIFICATION

6121 LIVE-IN AIDES

6121.1 It is the policy of DCHA to grant reasonable accommodations, such as a live-in aide, subject to compliance with the provisions set forth in Chapter 74 of Subtitle G of these regulations.

6121.2 Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

(a) Is determined to be essential to the care and well-being of the person(s);

(b) Is not otherwise legally or financially obligated for the support of the person(s); and

(c) Would not be living in the unit except to provide the necessary supportive services.

6121.3 A live-in aide is subject to approval of DCHA prior to occupancy. At any time, DCHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval. A live-in aide resides in a unit identified on a lease, but is not a lessee with rights of tenancy, or possesses rights to participate in resident council.

6121.4 A live-in aide must abide by all the rules and regulations of DCHA as well as those of the particular property where they reside. DCHA will provide a thirty (30) day written notice to a resident of a determination to withdraw approval of a live-in aide. This decision by DCHA is subject to the Grievance Process available to Lessees.

6121.5 The income of an approved live-in aide shall not be included in the calculation of rent, and the name of an approved live-in aide shall not be added as a Lessee to the Dwelling Lease, but shall be added as a live-in aide prior to taking up

occupancy of a unit, otherwise such person is deemed to be an unauthorized occupant.

Amendment: add a new Subsection to Section 6204, Repayment of Security Deposits and Move-Out Inspections, Chapter 62, Low Rent Housing: Rent and Lease, to read as follows:

CHAPTER 62 LOW RENT HOUSING: RENT AND LEASE

6204 REPAYMENT OF SECURITY DEPOSITS AND MOVE-OUT INSPECTIONS

6204.10 The Lessee shall return all keys and other entry devices whenever the unit is vacated, failure to return keys or other entry devices will result in a charge in accordance with a schedule of charges as posted in the property management office.

Amendment: amend and restate Section 6205, Dwelling Lease, Chapter 62, Low Rent Housing: Rent and Lease, to read as follows:

CHAPTER 62 LOW RENT HOUSING: RENT AND LEASE

6205 DWELLING LEASE

6205.1 Each family admitted for occupancy in low rent housing, operated by DCHA, shall enter into a Dwelling Lease with DCHA, the Dwelling Lease shall have a twelve (12) month term which states the Lessee rent to be charged, and the conditions governing occupancy.

(a) The conditions governing occupancy shall be in accordance with HUD requirements, and;

(b) The Lease shall be automatically renewed for successive terms of one month with each term commencing to run on the 1st day of each month, unless terminated by either DCHA or the Lessee.

6205.2 The Lessee shall have the right to the exclusive use of the Leased Premises, including the dwelling unit identified in the lease and in the case of a townhouse, row house or single family home, all buildings or additional areas provided for the exclusive use of the Lessee, including the yard and any outbuildings, subject to the restrictions and obligations contained in the Dwelling Lease.

6205.3 Each Dwelling Lease shall be executed prior to occupancy. DCHA shall conduct a move-in inspection in accordance with Section 6505 of this Title prior to execution of the lease.

6205.4 Each Dwelling Lease shall be administered in accordance with the provisions

stipulated, and kept current at all times.

6205.5 The DCHA shall add names to the Dwelling Lease, after initial occupancy only in accordance with Section 6117 of this Title. Any person using or occupying the Leased Premises not in compliance with Section 6117 of this Title is an unauthorized occupant without tenancy or other rights under the Dwelling Lease, including any person using or occupying the Leased Premises without approval from DCHA.

6205.6 Changes to the Dwelling Lease shall be made only in writing and shall be signed by the Lessee, and an authorized representative of DCHA, except the following changes, which may be executed unilaterally by DCHA:

(a) Any change in rent, either an increase or decrease, shall be stated in a special supplement which shall, upon issuance, become part of the lease;

(b) Changes to implement excess utility charges;

(c) Any revision to reflect change in family composition other than head of household, consistent with Subsection 6205.5;

(d) Changes to implement Subsection 6205.9;

(e) Late charges assessed pursuant to Subsection 6206.5;

(f) Special supplements to a lease executed pursuant to Subsection 6205.10;

(g) Changes in the amount of security deposit provided in Section 6203;

(h) Changes in DCHA's policies, rules and regulations; and

(i) Charges assessed pursuant to the Schedule of Charges posted in the Property Manager's Office.

6205.7 The DCHA shall provide the Lessee with a copy of any changes to the Dwelling Lease made in accordance with Subsection 6205.6.

6205.8 Unless a shorter time period is provided, a new Dwelling Lease shall be executed, within thirty (30) days whenever the following conditions occur:

(a) The status of the head of household is altered pursuant to Chapter 64 of this Title; or

(b) When a family is transferred from one dwelling unit to another.

6205.9 Any Lessee wishing to vacate his or her unit shall do so in accordance with

Section 6404 of this Title. Lessees wishing to vacate prior to the end of the month shall be liable for the entire month's rent.

6205.10 The DCHA may unilaterally execute a special supplement to the new lease which assesses the amount due under the prior lease.

6205.11 Lessees who execute a new Dwelling Lease as a result of a transfer from one unit to another, or as a result of any other requirement for a new Dwelling Lease, shall remain liable for any delinquent rent or other charges relating to the prior lease.

Amendment: amend and restate Subsection 6210.1 of Section 6210, Minimum Rent, Chapter 62, Low Rent Housing: Rent and Lease, to read as follows:

CHAPTER 62 LOW RENT HOUSING: RENT AND LEASE

6210 MINIMUM RENT

6210.1 Based on information provided pursuant to Sections 6118, 6119, and 6200 the rent charged shall be the lesser of:

(a) A fixed amount determined by DCHA for the Development ("market-based rent"); or

(b) An amount based on a percentage of household income; or

(c) An amount or percentage fixed from time to time; or

(d) $0, for families which DCHA has determined do not have any adjusted income, as defined in Subsection 6099.1, as determined by DCHA at certification or recertification.

Amendment: add to Section 6400, Transfer Policy, of Chapter 64, Public Housing Transfer Policy, to read as follows:

CHAPTER 64 PUBLIC HOUSING TRANSFER POLICY

6400 TRANSFER POLICY

6400.6 Upon acceptance of the new dwelling unit, the Lessee must execute a new Dwelling Lease. All causes of action of any nature whatsoever available to DCHA at the previous Leased Premises governed by the Dwelling Lease, shall be automatically transferred to, and actionable by, DCHA at the new unit after transfer, whether such transfer is mandatory or voluntary.

Amendment: amend and restate Section 6403, Voluntary Termination of Tenancy, of Chapter 64, Public Housing Transfer Policy, to read as follows:

CHAPTER 64 PUBLIC HOUSING TRANSFER POLICY

6403 VOLUNTARY TERMINATION OF TENANCY

6403.1 Termination of Tenancy by Lessee requires that the Lessee, all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), vacate the Leased Premises on or before the date specified in Lessee's written notice.

6403.2 Lessee may terminate tenancy by giving:

(a) At least thirty (30) days notice; and

(b) The notice must be in writing; and

(c) On forms required by the DCHA; and

(d) Submitted to the property manager.

6403.3 The DCHA shall follow the requirements of Chapters 62 and 65 of this Title relating to termination of tenancy.

6403.4 Lessee shall leave the Leased Premises in as clean and good condition as Lessee received at the start of Lessee's occupancy; wear and tear excepted; and return all keys and all other entry devices to the DCHA.

6403.5 Given the limited availability of publicly assisted housing, absence of the Lessee for longer than sixty (60) consecutive days, without written notice to the Authority, except as specified in Subsection 6403.5 below, shall be deemed an abandonment of the Leased Premises and a termination of the Lease by the Lessee, regardless of the reason for the absence, including death, incarceration, or disability.

(a) If there are no remaining household members, any personal property remaining in the Leased Premises by the Lessee shall be treated as abandoned;

(b) DCHA shall have the right to reenter and secure the Leased Premises; and

(c) DCHA shall contact the person(s) who the Lessee has designated, if any, in writing, to take possession of Lessee's personal property. Access to the Leased Premises will be granted only to any such designated person, or to

the Lessee's personal representative, administrator or guardian appointed by the Court.

6403.6 In the event that a Lessee gives written notice to DCHA that the Lessee will be absent for longer than sixty (60) but less than one hundred eighty (180) consecutive days, due to 24 (twenty four) hour medical treatment or nursing care:

(a) The Lessee must vacate the unit in accordance with Subsection 6403.8; and

(b) Within thirty (30) days of discharge from medical treatment, the former Lessee must notify DCHA of their intent to return to public housing; and

(c) The former Lessee must apply for public housing and complete all appropriate documentation pursuant to Section 6101; and

(d) If the former Lessee has been determined as eligible for public housing in accordance with Chapter 61 of this Title, the DCHA shall allow the Lessee to return to the first available appropriate unit. The assignment of an appropriate dwelling unit will be based upon suitable type or size or unit, consistent with the objectives of Title VI of the Civil Rights Act of 1964 and applicable HUD regulations and requirements and Chapter 61 of this Title.

6403.7 If the Lessee gives notice that the absence is expected to be greater than 180 consecutive days it will be deemed to be notice of intent to terminate the Lease. Remaining household members may apply for a new lease in accordance Subsection 6403.6 of this Chapter.

6403.8 If the Lessee is no longer in occupancy of the unit or is deceased, a remaining adult household member already listed on the Dwelling Lease must submit a written application to become head of household to the property manager within thirty (30) days of the date the Lessee vacates the Leased Premises or dies, in order to sustain continued occupancy for the remaining household members at the Leased Premises.

(a) This subsection does not apply if the head of household vacates the unit after the issuance of a notice to correct or vacate, notice of lease termination in the case of failure to pay rent or a notice to vacate. In such circumstances, the remaining family members must vacate the unit. If the remaining family members do not vacate the unit, they shall be deemed unauthorized occupants.

(b) The remaining adult household member submitting an application to be made head of household must have been a household member listed on the Dwelling Lease for at least one year prior to the date the Lessee vacates

the Leased Premises or dies, in order to sustain continued occupancy for the remaining household members at the Leased Premises.

(c) The applicant to be made Lessee, and if applicable, the other remaining Household Members must be eligible for continued occupancy and not be in violation of the Dwelling Lease. The Authority will screen the application in accordance with federal law and regulations as well as DCHA's admissions and occupancy policies and regulations. Applicant(s) will be notified in writing of the disposition of the application:

(1) If the application is approved, the new Lessee shall enter into a new lease agreement with the Authority within seven (7) working days of the date of approval of the application; and

(2) Any balance on the rental account existing prior to a remaining household member becoming the Lessee is the responsibility of the newly designated Lessee as head of household. Any obligations for rent, causes of action arising under the original Lease, stipulations of settlement, consent judgments, judgments, or repayment agreements of the prior Lessee shall be deemed part of the new Dwelling Lease and tenancy and shall be the responsibility of the new Lessee designated as head of household and actionable against such new Lessee; or

(3) If the applicant and other remaining Household Members are not approved to continue to occupy the Leased Premises, and the application is denied at the sole discretion of DCHA, and such remaining members do not vacate, they will be deemed unauthorized occupants and thus occupying premises without the consent of DCHA and shall be subject to eviction by the DCHA.

(d) In circumstances where the remaining family members are minors:

(1) If the remaining household consists of adult family and minor family members, only the eligible remaining adult household members may submit an application to be made head of household in accordance to this subchapter. The minors will not be made head of household; or

(2) If there are no adults remaining in the household, an application for head of household may be submitted from an adult that provides sufficient documentation to DCHA that a care giving relationship exists between the applicant and the minors listed on the family composition. Documentation supporting that a care giving relationship exists between the minors listed on the family

composition must be provided to DCHA with the application to be made head of household.

6403.9 The Lessee shall be liable for rent until the earlier of the time the DCHA has taken possession of the Unit, or such time as all of the following are completed:

(a) The proper written notice has been given; and

(b) The required vacate forms are completed; and

(c) The keys are turned in; and any other entry devices; and

(d) Lessee and all household members, guests as well as all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), have vacated the Leased Premises.

Amendment: rename Section 6404 "Termination of Tenancy by DCHA;" amend and restate Section 6404 of Chapter 64, Public Housing Transfer Policy, to read as follows:

CHAPTER 64 PUBLIC HOUSING TRANSFER POLICY

6404 TERMINATION OF TENANCY BY DCHA

6404.1 DCHA shall not terminate the lease other than for serious or repeated violation of material terms of the lease. Violations of an obligation of tenancy refer only to those obligations which are contained in a valid, written lease or in the federal or local regulations pertaining to public housing tenants or in the D.C. Housing Code. There is no time limitation on bringing an action based on a breach of the lease.

6404.2 If DCHA determines that a Lessee is in violation of the Dwelling Lease, except for lease violations predicated on the performance of an illegal act or non-payment of rent, the Lessee shall be issued a thirty (30) day notice to correct or vacate, stating in writing the violation(s) which provides the basis for the termination.

(a) The notice shall inform the Lessee the applicability of his or her right to file an administrative complaint in accordance with chapter 63 of this title.

(b) If a Lessee has filed a complaint requesting an administrative determination of his or her rights, in accordance with chapter 63 of this title, in response to service of a notice to correct or vacate or a notice of lease termination in the case of failure to pay rent and has not prevailed,

the Lessee shall be issued a notice to vacate, as the time to cure has past and the Lessee shall be subject to legal action to gain possession of the unit (eviction).

6404.3 The DCHA shall issue a fourteen day (14) written notice of lease termination in the case of failure to pay rent.

6404.4 DCHA shall issue a thirty (30) day notice to vacate to Lessees, for lease violations, predicated on the performance of an illegal act.

6404.5 Pursuant to 14 DCMR § 6403, DCHA will not issue a thirty (30) day notice to correct or vacate, or notice to vacate, where DCHA has determined that the head of household responsible for the dwelling unit under the Dwelling lease has abandoned the unit or is deceased.

6404.6 Lessees who refuse to vacate their unit after appropriate notice shall be subject to legal action to gain possession of the dwelling unit (eviction.).

6404.7 The Lessee shall be solely responsible for the protection, care and disposition of the Lessee's possessions during, and after an eviction.

6404.8 Where DCHA has excluded from its procedure any grievance concerning an eviction or termination of tenancy based on a Lessee's creation or maintenance of a threat to the health or safety of other Lessees or DCHA employees, the Lessee against whom an eviction action has been filed in court shall be afforded the opportunity to examine all relevant documents, records, and regulations of DCHA prior to trial for the purpose of preparing a defense.

6404.9 Any document not made available after request by the Lessee shall not be relied on by DCHA at the trial.

Amendment: amend and restate Section 6500, Tenant Responsibilities, of Chapter 65, Low Rent Housing: Maintenance and Inspection, to read as follows:

CHAPTER 65 LOW RENT HOUSING: MAINTENANCE AND INSPECTION

6500 LESSEE RESPONSIBILITIES

6500.1 Lessees shall be responsible for their actions and the actions of household members, guests and all others; all others defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"), including but not limited to, for the maintaining of their units in accordance with the provisions of the dwelling lease, including but not limited to, the following responsibilities:

(a) To comply with all obligations imposed upon Lessees by applicable provisions of building, and other District of Columbia housing codes materially affecting health and safety; and

(b) To keep the premises (and such other areas as may be assigned for his or her exclusive use) in a clean and safe condition; and

(c) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner; and

(d) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators; and

(e) To refrain from, and to cause his or her household, guests and others, to refrain from, destroying, defacing, and/or damaging/removing any part of the premises or project; including but not limited to storing, hanging or leaving household or other personal property of any type, including clothes, outside the Leased Premises; and

(f) Not to assign the lease or to sublease the premises; and

(g) Lessee shall have no other residence; and

(h) Not to provide accommodations for boarders or lodgers; and

(1) Guests shall not stay overnight for more than ten (10) consecutive days without the prior written permission of DCHA; and

(2) Guests shall not stay overnight for more than thirty (30) non-consecutive days within a twelve (12) month period without the prior written permission of DCHA; and

(i) To use the premises solely as a private dwelling for the Lessee and the Lessee's household as identified in the lease, and not to use or permit its use for any other purpose; and

(j) To abide by necessary and reasonable rules, regulations and policies, issued by DCHA for the benefit and well-being of the housing project and the Lessees and which shall be posted in the Development office and incorporated by reference in the lease; and

(k) To pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project building, facilities or common areas caused by the Lessee, household members, guests and any others under

the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "Others"); and

(l) To conduct himself or herself, and cause other persons who are on the premises with his or her consent to conduct themselves, in a manner which will not disturb his or her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition; including but not limited to:

(1) Take precautions to prevent fires and not use any appliance that is a fire hazard. Not disable any fire alarm device or cause a false fire alarm, or generally permit or do anything, including storing excess amounts of personal property; and

(2) Not remove or tamper with any smoke detector, including removing any working batteries, so as to render the smoke detector inoperative.

(m) To keep no dogs, cats or other animals in or on the premises, unless specifically permitted by DCHA in writing; and

(n) Not to place fixtures, signs or fences in or about the premises without the prior written permission of DCHA. No repairs or alterations to the Leased Premises may be made, including, but not limited to, painting, wallpapering, doors, gates, window bars, carpets, storage sheds, and antenna or satellite dishes, without the prior written approval of DCHA. Upon completion, any such repairs or alterations, made with or without prior written consent, become part of the Leased Premises. If the Lessee changes locks, installs an alarm or security system, or adds locks to the dwelling unit, he or she shall notify DCHA and shall make duplicate keys available to and or provide DCHA with access codes in order for DCHA to gain emergency access; and

(o) Not to permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, or visiting the Leased Premises or invite them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by DCHA in advance.

6500.2 At those properties where there is a defined front or rear yard assigned to the Lessee for his or her exclusive use, the Lessee shall be responsible for maintaining the individually defined lawn areas around his or her respective dwelling unit, cutting the grass, and keeping his or her lawn free of trash and garbage.

6500.3 Lessees who do not maintain these areas shall be given forty-eight (48) hours notice by DCHA to correct unsightly lawn areas. Lessees who fail to comply within forty-eight (48) hours of being notified by DCHA shall be in violation of the Dwelling Lease.

6500.4 Lessees shall report immediately to DCHA of any need for repairs to the Leased Premises or of any unsafe conditions in the common areas or the grounds surrounding the Leased Premises. Notification of repairs shall be in writing or by a telephone call to DCHA's Control Center and the Lessee shall obtain a control number for each such repair. The number for the Control Center can be obtained from the Management office or the Central Office. Failure to obtain a control number shall result in the rebuttal presumption that no repair request was made to DCHA.

6500.5 Lessees shall conserve energy and water and preclude excess use of water, gas and/or electricity including but not limited to non-routine washing of Lessee's or household member's vehicles or any other excess use of utilities.

6500.6 Lessees shall not have waterbeds on the Leased Premises without prior written approval of DCHA, which approval may be withheld in DCHA's sole discretion.

6500.7 Lessee's shall not to permit anyone who is currently barred from the Leased Premises or Development from occupying, staying overnight, or visiting the Leased Premises or invite them to the Leased Premises or anywhere else on the Development at any time for any purpose, unless authorized in writing by DCHA in advance. Any person not identified in Subsection 9600.2 as an authorized person may be subject to the issuance of a Bar Notice for the period of time specified in the Bar Notice.

6500.8 Lessee is strictly liable for all actions or inactions of all guests, household members, and all others on the property with the consent of Lessee and or the consent of household members; "others" defined as any person under the Lessee's control or on the Leased Premises with Lessee's consent; including but not limited to, any individuals occupying or using the Leased Premises for any purpose with actual or implied consent of the Lessee (hereinafter referred to collectively as "others"); all aforementioned parties, including the Lessee, are obligated as follows:

(a) To not engage in the manufacture, sale, or distribution of any alcoholic beverages or engage in the open use of alcoholic beverages in any common areas in the Development or otherwise engage in use of alcoholic beverages in a manner that impairs the physical environment of the Development or may be a threat to the health, safety or right to peaceful enjoyment of the Development by other residents, service providers, or DCHA staff; or

(b) To not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Development; or

(c) To not engage in:

(1) Any drug-related criminal activity on or off the Leased Premises or the Development; or

(2) Violent criminal activity or be in possession of any firearm or ammunition for a firearm; or

(d) To not assist Lessee, guests, household members, any others on the property with the consent of Lessee and or the consent of household members; and any others as identified in the Dwelling Lease from:

(1) Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which such person is fleeing; or

(2) Violating a condition of probation or parole imposed under federal or state law.

(e) To assure that others under the Lessee's control, as identified in the Dwelling Lease, not engage in any:

(1) Criminal activity that threatens the health, safety or right to peaceful enjoyment of the Development by other lessees; or

(2) Any Drug-related Criminal Activity on the Leased Premises or the Development.

Amendment: add to Section 6503, Charge to the Tenant for Repairs and Services, of the Chapter 65, Low Rent Housing: Maintenance and Inspection, to read as follows:

CHAPTER 65 LOW RENT HOUSING: MAINTENANCE AND INSPECTION

6503 CHARGE TO THE TENANT FOR REPAIRS AND SERVICES

6503.6 In the event of a fire caused intentionally or by the neglect or negligence of the Lessee, household members, guests or others under the control of the Lessee or the control of household members, then:

(a) Lessee is responsible for the payment of the lesser of the:

(1) Estimated costs for the repair of the fire damaged Leased Premises, or

(2) The insurance deductible, if any, afforded by any insurance policy held by DCHA and applicable to the damages caused by the fire at the Leased Premises.

(b) DCHA may terminate the Lease for any fire on the Leased Premises caused intentionally or negligently by the Lessee or others.

Amendment: amend and restate Section 6504, Right to Enter Dwelling, of the Chapter 65, Low Rent Housing: Maintenance and Inspection, to read as follows:

CHAPTER 65 LOW RENT HOUSING: MAINTENANCE AND INSPECTION

6504 RIGHT TO ENTER DWELLING

6504.1 The DCHA shall, upon written notice to the Lessee of at least two (2) days, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections or maintenance, make improvements or repairs, take photographs, record and document the condition of the unit or repairs, or to show the Leased Premises for releasing.

6504.2 The DCHA shall enter the Leased Premises at any time without advance notice when it has cause to believe that an emergency exists, or if DCHA determines the Leased Premises have been abandoned or when the Lessee has agreed to such entry.

6504.3 In the event that the Lessee and all adult household members are absent from the premises at the time of entry, DCHA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

6504.4 If the Lessee changes or adds the following to the dwelling unit, he or she shall notify DCHA and shall make duplicate keys, entry codes, or any applicable access to the dwelling available to DCHA, within 24 hours of the change:

(a) Any locks, and/or;

(b) Any entry devices, including but not limited to any and all security devices.

6504.5 The Authority may enter the Leased Premises and change the locks to secure the Leased Premises without advance notice if DCHA believes the Leased Premises to be abandoned. After DCHA has changed the locks and entered into the Leased Premises that it believed to be abandoned, DCHA shall post a notice on or under

the Leased Premises door which will instruct the Lessee to report to the property management office.

All persons desiring to comment on the subject matter of this proposed rulemaking should file comments in writing not later than thirty (30) days after the date of publications of this notice in the D.C. Register. Comments should be filed with the Office of the General Counsel, DCHA, 1133 North Capital Street, Suite 210, Washington, DC 20002-7599. Copies of these proposed rules may be obtained from the DCHA at the same address.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

NOTICE OF PROPOSED RULEMAKING

The Board of Commissioners of District of Columbia Housing Authority ("DCHA") hereby gives notice of its intent to adopt the following new regulations: Chapter 81 of Title 14 DCMR, "Rental Subsidy Programs: Housing Quality Standards and Inspections," in not less than thirty (30) days from the date of publication of this notice in the D.C. Register. This new chapter governs permits DCHA to postpone implementation of abatement of periodic payments to landlords under Housing Assistance Payment Contracts due to Tenant action preventing access or impeding repair.

Amendment: Chapter 81, Rental Subsidy Programs: Housing Quality Standards and Inspections, a new chapter in Title 14 of the DCMR, is to read as follows:

CHAPTER 81 RENTAL SUBSIDY PROGRAMS: HOUSING QUALITY STANDARDS AND INSPECTIONS

8100 HOUSING QUALITY STANDARDS

8100.1 Housing Quality Standards (HQS) are the minimum quality standards set by the U.S. Department of Housing and Urban Development (HUD) for the Housing Choice Voucher Program. The District of Columbia Housing Authority (DCHA) will enforce the more stringent of HQS or the District of Columbia regulations unless the enforcement of those requirements restricts the availability of suitable housing for rent subsidy families.

8100.2 A unit must meet HQS both at initial occupancy of the unit and throughout the term of the lease. HQS applies to the building and premises, as well as the unit. Newly leased units must pass an HQS inspection before the beginning date of the Housing Assistance Payments (HAP) Contract.

8100.3 The following HQS deficiencies are considered the responsibility of the participant:

(a) Participant-paid utilities not in service;

(b) Failure to provide or maintain participant-supplied appliances; and

(c) Damage to the unit or premises caused by a member of the participant's family or guest beyond normal wear and tear.

8100.4 Except for the HQS deficiencies listed in Subsection 8100.3, all other HQS deficiencies are the responsibility of the owner.

8100.5 DCHA must be permitted access to the unit for HQS inspections at reasonable times with reasonable notice, or minimal or even no notice if the HQS inspection is in connection with an emergency.

8100.6 DCHA will postpone abatement of payments to an owner under a HAP Contract, for up to ninety (90) Days, if the following conditions exist:

(a) The unit failed the first HQS inspection due entirely or in part to owner's violations or DCHA was denied access to the unit; and

(b) The second HQS inspection was prevented due to action by the participant. For example, the participant installed or changed the locks without providing the owner with keys or the participant prevented the owner from making repairs which were the owner's responsibility, causing the unit to fail the second HQS inspection; and

(c) If, within fourteen (14) Days of the second HQS inspection, the owner makes a written request to DCHA for a postponement of the HAP abatement and provides written evidence of the owner's efforts to enforce their lease and obtain access to the unit. For example; initiation of an legal action or notice to the participant to cure the lease violation or vacate; and

(d) The repairs at issue are not repairs, found in the Code of Federal Regulations at 24 C.F.R. § 982.401, which must be corrected within twenty-four (24) hours.

8100.7 The postponement of the abatement payments will be triggered by receipt by DCHA of a written request as described in Subsection 8100.6(c).

(a) Owner must make a diligent effort to gain access to the unit to effect any repairs and allow for a third HQS inspection.

(b) Owner must notify DCHA when access can be obtained for the second HQS inspection and DCHA will inspect on a mutually agreed upon date at least fifteen (15) Days but not more than thirty (30) Days after receiving notice from the owner that the unit can be accessed.

(c) If upon the third HQS inspection the unit fails HQS due to owner's failure to properly make repairs, then the abatement of payment under the HAP contract will be made retroactively as of the date of the first HQS inspection.

(d) If upon the third HQS inspection the unit passes, the owner's payment under the HAP Contract will be abated for the period beyond the ninety (90) Day postponement period up until the date of the passed third HQS inspection. There will be no abatement of payments under the HAP Contract if the successful third HQS inspection is within the ninety (90) day period.

All persons desiring to comment on the subject matter of this rulemaking should file comments in writing no later than thirty (30) days after the publication of this Notice in the D.C. Register. Comments should be filed with the Office of the General Counsel, DCHA, 1133 North Capitol Street, NE, Suite 210, Washington, DC 20002-7599. Copies of these rules may be obtained from DCHA at that same address.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

NOTICE OF PROPOSED RULEMAKING

The Board of Commissioners of District of Columbia Housing Authority ("DCHA") hereby gives notice of its intent to adopt the following new regulations: Chapter 84 of Title 14 DCMR, "rent subsidy programs: certifications," in not less than thirty (30) Days from the date of publication of this notice in the D.C. Register. This new Chapter governs certification and recertification in the DCHA's Housing Choice Voucher Program, as well as other rent subsidy programs.

Amendment: Chapter 84, rent subsidy programs: Certifications, a new Chapter in Title 14 of the DCMR is to read as follows:

CHAPTER 84 RENT SUBSIDY PROGRAMS: CERTIFICATIONS

8400 INTRODUCTION TO CERTIFICATION
8401 INITIAL CERTIFICATION
8402 SUITABILITY SCREENING
8403 REGULAR PERIODIC REEXAMINATION
8404 INTERIM REEXAMINATIONS
8405 TIMELY REPORTING AND CHANGES TO TOTAL TENANT PAYMENT
8406 TIMING OF NEXT RECERTIFICATION
8407 CHANGE IN TOTAL TENANT PAYMENT AFTER REGULAR OR INTERIM REEXAMINATION
8408 THIRD PARTY VERIFICATION FOR ALL CERTIFICATIONS
8409 RELEASE OF RECORDS OR OTHER INFORMATION FOR ALL REPORTING AND REEXAMINATIONS

8400 INTRODUCTION TO CERTIFICATION

8400.1 DCHA's rent subsidy programs are all predicated on supplementing the rent a Family of a certain size and gender composition, can pay based on their Annual Income, adjusted for certain deductions and allowances, by paying a subsidy directly to the landlord. Certification of income and family composition is critical to the accurate payment of the subsidy the Family is entitled to under the rules of each particular rent subsidy program. Unless otherwise noted in this Chapter or other Chapters about special housing programs in this Title 14, the certification and reexamination of income and household composition is conducted under the provisions of this Chapter 84 of this Title.

8400.2 There are four (4) types of certifications addressed herein below:

(a) Initial certification at the time a voucher is initially issued;

(b) Regular, periodic reexamination, typically biannually, to ask the Family to certify and verify their income and household composition;

(c) Transfer certification that occurs when a Family requests a transfer voucher under the portability or move provisions of Chapters 87 and 85 of this Title, respectively; and

(d) Interim change reexamination when the Family reports a change in between the periodic reexaminations.

8401 INITIAL CERTIFICATION

8401.1 To be eligible to participant in a DCHA's rent subsidy program, an Applicant must meet certain criteria as set forth in Chapter 61 of this Title, including, but not limited to, the following factors:

(a) Income limits;

(b) Provision of social security numbers;

(c) Family composition information;

(d) Clearance of outstanding debts to DCHA or other Public Housing authorities; and

(e) Criminal background checks.

8401.2 The Applicant must meet the initial certification requirements qualifying as a Family as follows:

(a) Two (2) or more persons sharing residency whose income and resources are available to meet the Family's needs and who are related or have evidence of a stable family relationship, such as:

(i) For each child, birth, adoption or legal guardianship documentation;

(ii) Joint tax returns;

(iii) Joint prior lease; and

(iv) Joint bank accounts, insurance policies or utility bills.

(b) A single person, who is:

(i) Expecting a child, even if she is no longer carrying a child at the time of voucher issuance or lease up;

(ii) sixty-two (62) years of age or older;

(iii) Disabled with a physical impairment which is expected to be of long continued and indefinite duration which substantially impedes, but does not prohibit the ability, to live independently;

(iv) Disabled within the meaning of the social security or developmentally disabled acts; and

(v) Displaced due to a declared disaster and not living in standard replacement housing.

(c) A live-in aide who has been approved as a reasonable accommodation in accordance with the provisions of Chapter 74 of this Title, but whose income is not counted for purposes of determining eligibility or total tenant payment.

(d) The household composition as reported and verified in accordance with Chapter 77 is the basis for the initial certification and calculation of total tenant payment to the Family and housing assistance payment to the owner.

8401.3 The income of Families in the rent subsidy programs is subject to the following restrictions:

(a) Certification for admission to the program is based on the unadjusted Annual Income of the household before any deductions or allowances

(b) Except for certain special rental housing assistance programs, the unadjusted Annual Income may not exceed the low income limit of fifty percent (50%) of area median income established by HUD annually and published in the Federal Register for the family size.

(c) For the Housing Choice Voucher Program, at least seventy percent (70%) of the participants in the program may not exceed the very low income limit of thirty percent (30%) of area median income established by HUD annually and published in the Federal Register by family size in the same way.

(d) Changes to Annual Income that exceeds such limits after issuance of a voucher or during participation in the program are not a basis for termination from a rent subsidy program.

(e) Notwithstanding the provisions in (d) above, participants whose Annual Income exceeds the initial income limits, are subject to reporting such increase and an adjustment of subsidy at that time as well as at regular

and interim reexaminations which can result in adjustments to the amount of subsidy provided to the Family.

8401.4 In order to calculate the amount of the Total Tenant Payment, as set forth in Chapter 78 and the amount of the housing assistance payment subsidy for the owner, as set forth in Chapter 83, the household's income must be reported and verified as well as any allowances or deductions as required under Chapter 78 hereof at the time of initial certification.

8401.5 In certain special types of rent subsidy programs, as may be specified in other Chapters of this Title, the annual adjusted income of the household may be permitted to be up to eighty percent (80%) of the area median income as determined from time to time by the HUD.

8402 SUITABILITY SCREENING

8402.1 In addition to the eligibility and certification requirements summarized above, other factors which relate to the suitability of an Applicant Family as Tenants may be applied by an owner, provided the factors are reasonably related to tenancy and are used to screen all Applicants for the owner's units, whether or not the Applicant is a participant in a DCHA rent subsidy program.

8402.2 The screening factors an owner may use include such factors as:

(a) Prior rent paying history;

(b) Credit bureau reports of credit history;

(c) Outstanding debts to previous landlords;

(d) History of damage to rental properties or housekeeping generally;

(e) Police records from any jurisdiction within any time period of application; and

(f) Employment.

8403 REGULAR PERIODIC REEXAMINATION

8403.1 Regular reexaminations are conducted by DCHA of family composition, income, allowances and deductions by DCHA on a biannual basis or such other basis as may be announced in the District of Columbia Municipal Register from time to time.

8403.2 Income limits are not used as a test for continued eligibility at recertification.

8404 INTERIM REEXAMINATIONS

8404.1 An interim reexamination of any participant family's composition, income, allowances and deductions, may be conducted at the election of DCHA at any time following an initial or regular examination.

(a) A Family is subject, upon notice thereof, to reexamination if DCHA has any reason to believe that inaccurate, false or incomplete information or verifications have been provided.

(b) Families reporting zero (0) Annual Income or whose income cannot be projected with any reasonable degree of accuracy are subject to reexamination every ninety (90) Days upon notice thereof by DCHA.

8404.2 As any changes to household composition (see Chapter 77) and income, allowances or deductions, (see Chapter 78), are likely to result in an increase or decrease in rental subsidy provided for under the program, the Family must report such changes in the times and with the effect on subsidy payments as set forth herein below at Section 8405 of this Chapter.

8404.3 Families are required to report any increase in household income from wages or assets to DCHA.

8404.4 Families may report a decrease in income or other changes such as increases in allowances or deductions which would reduce the amount of Tenant rent.

8404.5 Families are required to report the following changes in family composition.

(a) A member has been added to the family through birth, adoption or court-awarded custody or any other kinship arrangement that is verifiable by a third party organization or governmental entity;

(b) A household member is leaving, on a more than temporary basis as identified in Chapter 77 hereof, or has left the family unit due to family break-up, death, establishing their own family unit, or any other reason.

(c) The elderly or disability status of a household member has changed, or a household member other than a spouse of Head of Household is a Full Time Student.

(d) Any other change in status by of an existing member of the household composition that would modify the determination of Total Tenant Payment under Chapter 77 of this Title.

8405 TIMELY REPORTING AND CHANGES TO TOTAL TENANT PAYMENT

8405.1 The following are the reporting requirements for changes to income:

(a) The Family must report any change in income or assets within thirty (30) Days of when the change occurs.

(b) Documentation of the changes must be provided at the recertification appointment or within ten (10) Days of request therefore. Any requested documentation that is not received within ten (10) Days shall be considered untimely and may result in a notice of proposed termination.

8405.2 The following are the reporting requirements for changes to family composition:

(a) All changes in family composition are required to be reported

(i) If a minor, within thirty (30) calendar Days of its occurrence, and

(ii) In the case of an adult, the change is required to be reported prior to the adult's addition to the household.

(b) If the unit is overcrowded due to a family composition change (the Family is under-housed) a Family being assisted under a tenant-based program may request a voucher to move in accordance with the provisions of Chapter 85 hereof and the Family will be issued a transfer voucher.

(c) If the Family is over-housed due to a reduction in family composition, the Family may elect to request a transfer voucher and move to an appropriately sized unit, or the Family may remain in the unit and pay the difference in the rent owed, as the subsidy will be continued on the basis of the smaller family size.

(d) If the Family does not locate a suitable unit that is either larger or smaller than their present unit, and the Family's transfer voucher expires, the Family may remain in the unit, and the subsidy will be based on the lesser of the unit occupied or the new family composition and size.

8405.3 All increases in Total Tenant Payment and reductions in housing assistance payments based on changes in the family's adjusted Annual Income are effective on the first of the month following the thirty (30) Days notice to participant and owner required under Subsection 8406 of this Title. All decreases in Total Tenant Payment and increases in housing assistance payments are effective the first of the month after the change is reported.

8405.4 If the Family does not report the change in income or family composition within the thirty (30) Days as required hereinabove, the Family will be determined to have caused an unreasonable delay in the interim recertification. If the change is not reported timely and the change results in an increase in the family share (Tenant Rent), then:

(a) The increase in Tenant Rent will be effective as of the first of the month following the change;

(b) Any excess housing assistance payment subsidy already paid to owner based on a lower Total Tenant Payment based on the size of the household or lower adjusted Annual Income will be charged to the owner;

(c) An excess housing assistance payment due to a failure to report a smaller household size will be calculated by taking the larger household size payment standard and subtracting the smaller household size payment standard for calculating the Total Tenant Payment portion and multiplying the difference times the number of months that the Total Tenant Payment was based on the incorrect family composition; and

(d) An excess housing assistant payment due to a failure to properly report additional adjusted Annual Income will be re-determined using the adjusted Annual Income back to the first of the month following the date the change should have been reported.

8405.5 If the participant timely reports a change, the change goes in to effect at the later of:

(a) The first day of the month following the report of the change or

(b) The first of the month that is thirty (30) Days after DCHA provides written notice to the participant and owner.

8405.6 Decreases to Total Tenant Payment that result in an overpayment by the participant will be calculated retroactively to the date the change should have been effective and a check will be sent to the participant.

8406 TIMING OF NEXT RECERTIFICATION

8406.1 In the event there is an interim adjustment to the Total Tenant Payment following the report of a change in income, allowances, deductions or family composition, that is made less than six (6) months before the regularly scheduled recertification, such regularly scheduled recertification will be skipped and the next regular reexamination will be the next annual reexamination.

8407 CHANGE IN TOTAL TENANT PAYMENT AFTER REGULAR OR INTERIM REEXAMINATION

8407.1 The HUD Form 50058 will be completed and transmitted as required by HUD. The completion and transmission of such form has no affect on payments or DCHA's obligations to make payments in accordance with the provisions of this Chapter.

8407.2 A notice of change in Total Tenant Payment and payment to owner is sent to the owner and the participant thirty (30) Days prior to the implementation of the change.

(a) Notices that increase the required Total Tenant Payment shall be mailed at least thirty (30) Days before the first of the month that an increase in Total Tenant Payment goes in to effect.

(b) Signatures of the participant and owner are not required. Participants may not waive the thirty (30) Day written notice for an increase in Total Tenant Payment.

(c) A form showing the calculation of the new Total Tenant Payment is mailed with the notice.

(d) If the participant disagrees with the change in Total Tenant Payment, they may file a grievance in accordance with the provisions of this Chapter 89 of this Title.

8408 THIRD PARTY VERIFICATION FOR ALL CERTIFICATIONS

8408.1 In order to determine the adjusted Annual Income of any participant household either upon initial certification or upon any examination as set forth in this Chapter, and except as otherwise provided in Subsection 7900.2 or otherwise in Chapter 79 of this Title, the DCHA is required to obtain and retain in the file of each participant, documentation which provides third-party verification of the following:

(a) Annual Income of the participant household;

(b) The value of the household's assets;

(c) Allowances or deductions from Annual Income; and

(d) Other factors affecting adjusted Annual Income as required in this Title or the requirements, guidelines or notices published by HUD from time to time.

8408.2 If third party verification is not complete or available for income or assets, DCHA must document the efforts made to obtain such verification. Income can be included without verification. Deductions, allowances or other factors affecting adjusted gross income are not allowed without third party verification.

8408.3 Verifications may be required, at the discretion of DCHA, more frequently than annually for certain types of certifications, such as a self-certification of zero (0) Annual Income for the household.

8408.4 DCHA allows ten (10) business Days for the return of third party verifications or any resident documents or certifications.

8408.5 Verifications may not be more than one hundred twenty (120) Days old at the time a voucher is issued.

8408.6 Income information provided by the family will be verified using the HUD approved Upfront Income Verification method (UIV). This includes verification from HUD's computerized Enterprise Income Verification System, similar District of Columbia government computer based systems and non-government web based systems.

(a) In the event the family provided income information is verified by the UIV method no further verification is required.

(b) In the event the family provided income information is substantially different (variance of more then two hundred dollars ($200.00) per month), the family disputes the UIV data or additional information is required, the following hierarchy of verification methods will be followed:

(i) Written third party verification;

(ii) Oral third party verification;

(iii) Family provided documentation; or

(iv) Family declaration under oath.

(c) Verification of required family information concerning assets, Full Time Student status, medical expenses, requests for larger units, preference status, and zero (0) income status shall be obtained by written third party verification. If the written third party verification is unobtainable after diligent efforts by DCHA then the hierarchy in (b)(2), (3) and (4) of this Subsection shall be followed.

8409 RELEASE OF RECORDS OR OTHER INFORMATION FOR ALL REPORTING AND REEXAMINATIONS

8409.1 Each family member over eighteen (18) will be required to execute an authorization for the information sources to release records to DCHA.

8409.2 The release will cover all sources of information, included and not limited to the information included in HUD's Form 9886, "Authorization for Release of Information/Privacy Act Notice."

8409.3 A release by each covered family member must be executed and updated at every examination, whether initial, interim or periodic.

8409.4 Refusal of any member of the participant family to supply any information, sign consent or release forms, or otherwise cooperate with the verification requirements of the program shall result in denial of admission or termination of assistance for the Family.

8409.5 Termination or denial of assistance is subject to review or informal hearing as provided for in Chapter 89 of this Title.

All persons desiring to comment on the subject matter of this rulemaking should file comments in writing no later than thirty (30) Days after the publication of this Notice in the D.C. Register. Comments should be filed with the Office of the General Counsel, DCHA, 1133 North Capitol Street, NE, Suite 210, Washington, DC 20002-7599. Copies of these rules may be obtained from DCHA at that same address.

DISTRICT OF COLUMBIA
METROPOLITAN POLICE DEPARTMENT

NOTICE OF PROPOSED RULEMAKING

The Chief of Police, pursuant to the authority set forth in § 101 of the Metropolitan Police Department Amendment Act of 2006 (the "Act"), effective March 6, 2007, D.C. Law 16-223, 53 DCR 10221, hereby gives notice of her intent to adopt the following rules to provide the procedures to be followed for service of process upon sworn members of the Metropolitan Police Department.

The Chief of Police also gives notice of intent to take final rulemaking action to adopt these rules in not less than thirty (30) days.

These proposed rules will amend Chapter 2 and add a new Chapter 20 to Title 6A "Police Personnel" District of Columbia Municipal Regulations (DCMR) as follows:

Section 208 and both of its subsections are repealed.

CHAPTER 20 SERVICE OF PROCESS

Secs.

2000 Purpose
2001 General Provisions
2002 Appointment of Agent for Service
2003 Substitute Service of Process
2004 Personal Service of Process
2005 Scheduling Personal Service of Process
2006 Rescheduling Personal Service of Process
2007 Failure to Appear as Scheduled for Personal Service of Process
2008 Appearing for Personal Service of Process
2009 Avoidance of Service

2000 PURPOSE

2000.1 This chapter prescribes policies and procedures to be followed by any person seeking service of process upon members of the Metropolitan Police Department in connection with a legal matter arising out of the performance of their official duties for the Department.

2000.2 These policies and procedures shall not apply to service of process for legal matters which do not arise out of a member's performance of his/her official duties for the Department.

2001 GENERAL PROVISIONS

2001.1 Members shall not accept service of legal documents for any other member, unless authorized to do so below.

2001.2 The willful making of a false statement in any certification required by this chapter is punishable by criminal penalties under D.C. Official Code § 22-2405.

2001.3 Within 48 hours of being served, either through substitute or personal service, a member shall inform his/her immediate supervisor and the Office of the General Counsel that service has been effectuated and the date and time of such service.

2001.4 The home addresses and telephone numbers of members shall not be released for the purposes of effectuating service of process unless so ordered by a Court of competent jurisdiction.

2001.5 Any person seeking service upon a member in connection with a legal matter arising out of the performance of his/her official duties for the Department may contact the Human Services Division of the Metropolitan Police Department to request:

(a) the name and address of the organizational unit to which the member is assigned;

(b) the name, office telephone number, and office address of the member's Commander/Director;

(c) the name, office telephone number, and office address of the Assistant Chief responsible for overseeing the member's organizational unit.

2002 APPOINTMENT OF AGENT FOR SERVICE

2002.1 An employee assigned to the Office of the General Counsel shall accept service on behalf of the Chief of Police, if requested by the Chief.

2002.2 A member may appoint his/her Assistant Chief and/or his/her designee(s) as the member's agents for service by signing and submitting the following statement to his/her Assistant Chief:

"I hereby appoint the Assistant Chief of _____ for the Metropolitan Police Department and/or his/her designee(s) as my agents to accept service of process for all legal matters arising out of the performance of my official duties for the Department."

2002.3 A member may revoke his/her appointment of his/her Assistant Chief and/or his/her designee(s) as the member's agents for service at any time by signing and submitting the following statement to his/her Assistant Chief:

"I hereby revoke my appointment of the Assistant Chief of _____ _____ for the Metropolitan Police Department and/or his/her designee(s) as my agents for service of process for legal matters arising out of the performance of my official duties for the Department."

2002.4 The Assistant Chief and/or his/her designee(s) shall maintain a list of all members who have appointed the Assistant Chief and/or his/her designee(s) as their agents for service for legal matters arising out of the performance of their official duties for the Department.

2002.5 A person seeking service may contact the member's Assistant Chief or his/her designee(s) to ascertain whether the member has appointed the Assistant Chief and/or his/her designee(s) as the member's agents for service.

2003 SUBSTITUTE SERVICE OF PROCESS

2003.1 If the Assistant Chief and/or his/her designee(s) have been appointed as the member's agents for service, the party to the legal action or his/her attorney, who is seeking to serve process upon a member, shall provide to the Assistant Chief or his/her designee(s) written certification that the legal document(s) to be served arise out of the member's performance of his/her official duties for the Department.

2003.2 If the legal document(s) to be served are emergency in nature or require the member to act in an expedited fashion (five (5) calendar days or less), the party to the legal action or his/her attorney, who is seeking to serve process upon a member, shall provide to the Assistant Chief or his/her designee(s) written certification that emergency or expedited service of process is necessary because the circumstances giving rise to the need for such emergency/expedited process were not reasonably foreseeable.

2003.3 If the Assistant Chief and/or his/her designee(s) have been appointed as the member's agents for service, the Assistant Chief or his/her designee(s) shall accept service on behalf of the member upon receipt of the required written certification(s).

2003.4 The Assistant Chief and/or his/her designee(s) shall not accept service on behalf of a member without:

(a) the member appointing in writing the Assistant Chief and/or his/her designee(s)as his/her agents for service, and

(b) the party to the legal action or his/her attorney providing the written certification(s) required under §§ 2003.1 and 2003.2.

2003.5 If the Assistant Chief and/or his/her designee(s) have been appointed as the member's agents for service and accept service of process upon behalf of a member, the Assistant Chief or his/her designee(s) shall date-stamp the document(s) and record:

(a) the name and number of the case;

(b) the title of the legal document(s) served;

(c) the time and date of service;

(d) the member served;

(e) the name of the person accepting service; and

(f) the name of the person effecting service.

2003.6 If the Assistant Chief and/or his/her designee(s) accept service of process upon behalf of a member and the legal document(s) served are emergency in nature or require the member to act in an expedited fashion (five (5) calendar days or less), the Assistant Chief or his/her designee shall immediately contact the member to inform him/her of service and arrange delivery of the document(s) to the member.

2003.7 If the legal document(s) served are not emergency in nature or do not require the member to act in an expedited fashion (five (5) calendar days or less), the Assistant Chief or his/her designee(s) shall forward the legal document(s) within 48 hours of service to the member's Commander/ Director and/or his/her designees, who then shall date-stamp the document(s) and deliver them to the member within 48 hours of receipt.

2003.8 Acceptance of service of process by an Assistant Chief or his/her designee(s) on behalf of a member does not automatically entitle the member to legal representation by the Office of the Attorney General, unless the Office is otherwise required to provide legal assistance.

2004 PERSONAL SERVICE OF PROCESS

2004.1 If a member does not appoint his/her Assistant Chief and/or his/her designee(s) as his/her agent for service, the Assistant Chief or his/her

designee(s) shall inform a person seeking service that he/she cannot accept service on behalf of the member and direct him/her to the member's Commander/Director or his/her designee(s) to schedule service of process pursuant to § 2005.

2004.2 Except with respect to a member of the force engaged in undercover duties, a member shall generously make himself or herself available to receive and shall not refuse to receive personal service of process in any legal matter arising out of the performance of his/her official duties.

2004.3 All attempts to personally serve process upon a member in connection with a legal matter arising out of the performance of his/her official duties for the Department shall be conducted within the first 15 minutes of roll call, unless otherwise arranged by the member or his/her supervisor.

2004.4 No member shall be summoned from roll call to make himself/herself available for personal service of process unless the person seeking service registers and provides the written certification(s) as required under §§ 2008.1, 2008.2, and 2008.3.

2004.5 A Roll Call Official need not excuse a member from roll call for personal service of process and/or a member need not make himself/herself available for service if the person seeking service has not made a prior appointment pursuant to § 2005.3 or does not have a rescheduled appointment pursuant to §§ 2006.1, 2006.2, or 2007.5; unless the matter is an emergency or requires the member to act in an expedited fashion (five (5) calendar days or less).

2004.6 At no time shall a member be ordered to return from the field to his/her organizational unit to make himself/herself available for personal service of process.

2005 SCHEDULING PERSONAL SERVICE OF PROCESS

2005.1 To schedule personal service of process upon a member, the person seeking service shall contact the member's Commander/Director or his/her designee(s) and inform them of:

(a) his/her name and contact information;

(b) the name of the member whom he/she is seeking to serve;

(c) the name and number of the case;

(d) whether the matter is civil, criminal, or administrative in nature; and

(e) whether the matter is an emergency or requires the member to act in an expedited fashion (five (5) calendar days or less).

2005.2 The Commander/Director or his/her designee(s) shall disclose the hours of duty of a member of the force to any person seeking service upon a member in connection with a legal matter arising out of the performance of his/her official duties and shall ensure that the member is available for service of process during the member's hours of duty; provided, that it shall be sufficient for the Commander/Director to make such member available at the first 15 minutes of roll call.

2005.3 To personally serve process upon a member, the person seeking service shall schedule with the Commander/Director or his/her designee two dates on which the member is designated to work to attempt service on the member, the first of which shall not be less than five (5) business days from the date that the appointment is made.

2005.4 If the legal document(s) to be personally served upon a member are emergency in nature or require the member to act in an expedited fashion (five (5) calendar days or less), the Commander/Director or his/her designee(s) shall immediately contact the member to inform him/her that service is being attempted and to ascertain whether the member is available for service. The Commander/Director or his/her designee(s) shall inform the person seeking service of the member's availability.

(a) If the member is available, the Commander/Director or his/her designee(s) shall inform the person seeking expedited service that the member is available and direct him/her to the appropriate personnel with whom he/she must register and provide the necessary certifications.

(b) If the member is not available, the Commander/Director or his/her designee(s) shall inform the person seeking expedited service of the time and location at which roll call takes place for the member's next tour of duty for which the member will be present. The Commander/Director or his/her designee(s) shall also request that the person seeking expedited service to attempt service at another time. If the person seeking expedited service specifies a time and date when service will again be attempted, the Commander/Director or his/her designee(s) shall notify the member of the new date and time when service will again be attempted.

2005.5 If the legal document(s) to be personally served upon a member are not emergency in nature or do not require the member to act in an expedited

fashion (five (5) calendar days or less), the Commander/Director or his/her designee(s) shall:

(a) direct the person seeking service to the appropriate personnel with whom he/she must register and provide the necessary certifications on the scheduled appointment dates; and

(b) inform the member upon whom service is being sought and the member's immediate supervisor within 48 hours of the selected appointment dates.

2006 RESCHEDULING APPOINTMENTS FOR PERSONAL SERVICE OF PROCESS

2006.1 If a member knows in advance that he/she will be unable to make the two selected appointment dates, then the member shall contact the person seeking service before the selected appointment dates to arrange two substitute appointment dates.

2006.2 If a member is unable to attend the two selected appointment dates because of a sudden illness, an unexpected emergency, or other extenuating circumstances, then the member shall contact the person seeking service to arrange two substitute appointment dates as soon as practicable after the extenuating circumstances arise.

2006.3 A member shall inform his/her Commander/Director and his/her immediate supervisor of any new appointment dates.

2006.4 A member shall not miss more than two appointment dates with a person seeking service without good cause.

2006.5 A member shall not reschedule appointments with a person seeking service more than once unless there is good cause to do so.

2007 FAILURE TO APPEAR AS SCHEDULED FOR PERSONAL SERVICE OF PROCESS

2007.1 If a member fails to attend both scheduled appointments without contacting the person seeking service to reschedule, then the person seeking service may contact the member's Commander/Director or his/her designee(s) for assistance.

2007.2 If a person seeking service has informed a member's Commander/Director or his/her designee(s) that the member has failed to attend both scheduled appointments without rescheduling them, he/she shall determine whether

the member had good cause to excuse his/her failure to attend the appointments.

2007.3 If a member's Commander/Director or his/her designee(s) determines that good cause exists to excuse the member's failure to attend both scheduled appointments, he/she shall inform the person seeking service of his/her determination and arrange for two additional appointment dates.

2007.4 The member's Commander/Director or his/her designee(s) shall also inform the member of any new appointment dates arranged by the Commander/Director or his/her designee(s).

2007.5 If a member's Commander/Director or his/her designee(s) believes that the member failed to attend both scheduled appointments without good cause, he/she shall initiate an administrative investigation of the failure to attend, and shall direct the member to contact the person seeking service to make an immediate appointment to attempt service.

2008 APPEARING FOR PERSONAL SERVICE OF PROCESS

2008.1 All persons seeking to personally serve process upon a member at his/her organizational unit must register with the appropriate personnel as designated by the Commander/Director. To register, a person seeking personal service must present for inspection a government-issued identification and provide the designated personnel with:

(a) his/her name and contact information;

(b) the name of the member to be served;

(c) the name and number of the case;

(d) the title of the legal document(s) served;

(e) whether the matter is civil, criminal, or administrative in nature; and

(f) the date and time of his/her appointments with the member, unless the matter is an emergency or requires the member to act in an expedited fashion (five (5) calendar days or less).

2008.2 When personal service of process is sought at a member's organizational unit, the party to the legal action or his/her attorney, who is seeking to serve process upon a member, shall certify in writing that the legal document(s) to be served arise out of the member's performance of his/her

official duties for the Department and present such certification to the designated personnel.

2008.3 If the legal document(s) to be personally served upon a member at his/her organizational unit are emergency in nature or require the member to act in an expedited fashion (five (5) calendar days or less), the party to the legal action or his/her attorney, who is seeking to serve process upon a member, shall provide to the Assistant Chief or his/her designee(s) written certification that emergency or expedited service of process is necessary because the circumstances giving rise to the need for such emergency/expedited process were not reasonably foreseeable.

2008.4 Personnel designated by the Commander/Director to register persons seeking to personally serve process upon a member, shall record and maintain all required registration and certification information.

2008.5 After a person seeking personal service of process upon a member has registered and has provided the written certification(s) required under § 2008.2 and 2008.3, the personnel recording the registration and certification information shall contact the Roll Call Official and request that the member report to the area designated by the Commander/Director for service of process.

2008.6 Upon being informed that personal service of process is being attempted upon a member, the Roll Call Official shall excuse the member from roll call and have him/her report to the appropriate area to make himself/herself available for service of process.

2008.7 Upon being excused from roll call by the Roll Call Official for personal service of process, the member shall report to the appropriate area to make himself/herself available for service.

2009 AVOIDANCE OF SERVICE

2009.1 If an administrative investigation establishes that a member failed to make himself/herself available for service at an appointed time and place without good cause, he/she shall be subject to discipline.

Comments on the proposed rulemaking should be submitted, in writing, to Mr. Terrence Ryan, General Counsel, Metropolitan Police Department, Room 4129, 300 Indiana Avenue NW, Washington, D.C. 20001, within thirty (30) days of the date of the publication of this notice in the D.C. Register. Additional copies of these proposed amendments are available from the above address.