

**PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA  
1333 H STREET, N.W., SUITE 200, WEST TOWER  
WASHINGTON, DC 20005**

**NOTICE OF PROPOSED RULEMAKING**

**FORMAL CASE NO. 712, IN THE MATTER OF THE INVESTIGATION OF  
THE PUBLIC SERVICE COMMISSION'S RULES OF PRACTICE AND  
PROCEDURE**

The Public Service Commission of the District of Columbia ("Commission") hereby gives notice, pursuant to § 2-505 of the District of Columbia Code,<sup>1</sup> of its intent to adopt the following amendments to Chapter 3 of Title 15 of the District of Columbia Municipal Regulations, commonly referred to as the "Consumer Bill of Rights." The amendments update the existing regulations, which were developed to address the provision of utility services in a regulated environment, to reflect the competitive nature of the energy and telecommunications industries and to provide appropriate safeguards for consumers who purchase services in this new deregulated environment. These amendments are intended to promote administrative efficiency, uniformity of requirements and responsibilities of the utilities, energy and telecommunications service providers, and consumers and to better inform the public of their rights and responsibilities regarding electric, natural gas, and telecommunications services in the District of Columbia. The Commission gives notice of its intent to take final rulemaking action not less than thirty (30) days after publication of this notice in the *D.C. Register*.

**Proposed Amendment:** The present Chapter 3 is repealed in its entirety and substitute the following Chapter 3 to replace it:

**CHAPTER 3 CONSUMER RIGHTS AND RESPONSIBILITIES**

Secs.

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<sup>1</sup> D.C. Code, 2001 Ed. § 2-505.

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**300 PURPOSE AND APPLICABILITY**

- 300.1 The purpose of this chapter is to establish uniform standards for the acquisition of service, meter reading, billing, security deposits, terminations and reconnections of service and the resolution of complaints between residential customers and a utility, energy supplier and/or telecommunications service provider.
- 300.2 This chapter shall apply to residential service provided by the electric, gas, and telephone utilities and energy and telecommunications service providers subject to regulation by the Public Service Commission of the District of Columbia ("Commission").
- 300.3 Sections 327 and 328 of this chapter specifically apply to the offerings and services of energy suppliers and telecommunications service providers. The consumer complaint procedures outlined in this chapter, however, are applicable to all utilities, energy suppliers and telecommunications service providers doing business in the District of Columbia.

300.4 A utility, energy supplier, or telecommunications service provider shall not discriminate against or penalize a customer for exercising any right granted by this chapter.

### **301 ENERGY METER LOCATIONS**

301.1 Meters shall be outdoors if possible unless the owner of the property objects or unless extraordinary circumstances prevent it.

301.2 When an indoor meter installation is replaced due to modifications in electric service equipment by the utility or other metering company it shall be relocated outdoors at no additional expense to the customer. The cost of connecting the meter to the customer's electric service panel shall remain with the customer.

301.3 Whenever a new natural gas or electric service line is installed or an existing natural gas or electric service line is replaced, the meter shall be placed outdoors at the utility's or other metering company's cost. Meter relocation and house piping costs incurred for the convenience of the customer shall be at the customer's expense.

### **302 UTILITY METER READING REQUIREMENTS**

302.1 Natural gas, electric utilities, and other metering companies, if applicable, shall schedule residential meters for reading at regular monthly intervals and read within three (3) business days of the scheduled date unless it is impossible due to inaccessibility of the meter or extreme weather or other extraordinary conditions.

### **303 METERS READ BY CUSTOMERS**

303.1 Natural gas, electric utilities and other metering companies shall furnish a customer a meter a reading card whenever a meter reader is on the premises and cannot make an actual reading or whenever the customer requests a meter reading card.

303.2 Any natural gas and electric utility customer may routinely read his/her own meter and report the reading to the utility on the meter reading card referred to above, so long as the usage is reported accurately and on the schedule specified by the utility. A customer's bill based on a reading by the customer is subject to increase or decrease based upon later actual reading by the utility company.

303.3 If the utility determines that actual meter readings have not been made of the customer's meter after two (2) consecutive billing periods, the utility

shall provide the customer with at least six (6) meter reading cards upon request. The customer meter reading card rendered by the customer shall be used for billing purposes, except in the following circumstances:

- (a) There has been an actual reading of the meter by the Company;
- (b) The card is not returned timely to the Company; or
- (c) The customer's reported reading varies significantly from the utility's estimate of usage; if this occurs, the utility is required to take an actual reading within 7 business days.

303.4 At least quarterly, the customer shall provide access to the utility or metering reading company to obtain an actual meter reading in order to verify the accuracy of readings reported in this manner. This subsection shall not prevent a utility from reading meters on a regular basis.

303.5 If a utility or meter reading company estimate is used in billing in lieu of the reading on a timely submitted customer meter reading card, the utility or meter reading company shall make an actual meter reading before it renders the customer's next bill.

303.6 All customer meter reading cards shall comply with the following requirement:

- (a) Have the postage prepaid;
- (b) Indicate the date on which the meter should be read and date by which the card must be returned to the Company; and
- (c) Contain instructions on how to mark the card.

#### **304 BILLING BY A UTILITY COMPANY**

304.1 Every utility shall render a bill once during each billing month to every customer in accordance with approved rates.

304.2 Bills shall be based upon an actual meter reading, estimated meter reading or customer meter reading.

304.3 Each estimated bill shall be clearly and conspicuously identified as such. Each estimated bill may be rendered only in the following circumstances:

- (a) When a meter is not scheduled to be read and the customer meter reading card delivered to the customer has not been returned to the utility by the return date;

- (b) When a meter has not been read in accordance with the utility's schedule due to the inaccessibility of the meter, extreme weather, or other extraordinary conditions; or
  - (c) When a customer's reading of his/her meter varies significantly from the utility's estimate of usage.
- 304.4 Whenever three (3) or more estimated bills have been rendered in succession, the utility shall, at the customer's request, make an actual reading at a mutually agreeable time.
- 304.5 The date of rendition of a utility bill shall be the date the bill is mailed by the utility.
- 304.6 A utility may bill its customers on a cyclical basis, provided, that the bill of any particular customer is rendered on or about the same day of each calendar month. A billing rendition date shall not be changed by more than seven (7) days at the initiation of the utility without ten (10) days' written notice to the affected customer.
- 305.7 Each bill rendered by a natural gas or electric utility for residential utility service shall state clearly the following information:
- (a) The beginning and ending meter reading of the billing month and the difference between the two meter readings;
  - (b) The beginning and ending dates of the billing month;
  - (c) The due date by which payment must be made and the date after which the payment will be considered overdue or late;
  - (d) The previous balance, if any;
  - (e) The amount due for basic utility services, with distribution service, transmission service, purchased gas charge and natural gas supply service or generation supply services stated separately;
  - (f) A listing of the amount due for other tariffed charges;
  - (g) A listing of the amount due for non-tariffed charges;
  - (h) The total amount due;
  - (i) The rate elements of the generation, transmission and distribution service charges identified for basic utility service, presented in a

manner that allows the customer to calculate the amount due for this service;

- (j) Amount of all payments or other credits made to the customer's account during current billing period;
- (k) Any amount overdue;
- (l) The statement, "Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges";
- (m) The address and telephone number to which an inquiry or complaint should be directed;
- (n) The statement: "This utility is regulated by the Public Service Commission of the District of Columbia" with the address and telephone number of the Public Service Commission;
- (o) Whether the bill is based upon an actual meter reading by the utility or meter reading company, a customer meter reading, or an estimate of usage; and
- (p) The name, address and telephone number of The Office of the People's Counsel; and
- (q) Any other information that the Public Service Commission may from time to time require.

304.8

Each bill rendered by a telephone utility for residential telephone service shall state clearly the following information:

- (a) The telephone number for which the bill is rendered;
- (b) The due date;
- (c) The previous balance, if any;
- (d) The beginning and ending dates of the billing month;
- (e) The total amount due for local service charges, identified as payment in advance for one month of service as well as, toll service, taxes, and other applicable surcharges;
- (f) An itemization of all authorized charges for message toll calls including the date, time, duration, type, place, and telephone number called when available, and the applicable charge;

- (g) A semi-annual itemization and amount for optional recurring charges selected by the customer;
- (h) The utility address and telephone number to which an inquiry or complaint should be directed;
- (i) The statement: "This utility is regulated by the Public Service Commission of the District of Columbia."
- (j) The name, address and telephone number of the Public Service Commission of the District of Columbia;
- (k) The name, address and telephone number of the Office of the People's Counsel;
- (l) Any other information that the Public Service Commission may from time to time require.

304.9 Each utility shall render a separate bill for each residential service. An unpaid balance may be transferred from a customer's former residential account to the customer's next residential account.

304.10 A natural gas or electric utility may, at the election of a customer, bill a customer in accordance with a level payment billing program. The utility shall inform the customer of this option and explain how the monthly payments are calculated. Prior to implementation of the plan, the utility shall provide the customer with the following information in writing:

- (a) An acknowledgement that the customer shall be on the plan effective the next billing period; and
- (b) An estimate of the customer's use on an annual basis and an explanation of how the equal monthly payment has been calculated.
- (c) The final bill for the plan effective period will reflect the last level payment installment adjusted for any difference between actual and budgeted usage. Amounts overpaid will be credited to the customer's account or refunded, if requested by the customer. Amounts underpaid that are equal to or greater than the month payment can be paid in up to three (3) monthly installments.

304.11 The utility shall perform a periodic analysis of the customer's plan and notify the customer, within twenty-one (21) days thereafter, if actual usage

varies significantly from that upon which the plan was based and give the customer an opportunity for revision of the plan.

### **305 PAYMENTS**

- 305.1 Utility bills shall be due within twenty (20) days after the date they are rendered. The due date shall be stated on the bill. If the due date falls on a non-business day, the due date shall be the next business day.
- 305.2 The date of payment shall be considered as the day the payment is received at the offices of the utility or an authorized collection agent; or the day before payments are removed from the receptacles provided for after-hours collection at the utility's offices; or the third (3rd) day preceding the day when payments are received by mail.
- 305.3 No late payment charge shall be levied on any amounts, including deferred payment installments, paid by the due date, or on amounts in dispute before the Commission. Amounts paid within the first month after the due date shall bear a late payment charge of one percent (1%), and an additional late payment charge at the rate of one and one half percent (1½ %) on the remaining unpaid balance per billing month thereafter. Telephone bills shall not bear a late payment charge.
- 305.4 Customer payments shall be applied as follows: first to arrears for utility service, oldest item first; next to current utility services; and finally, to other authorized charges, unless the customer designates otherwise.

### **306 DEFERRED PAYMENT AGREEMENTS**

- 306.1 If a customer is unable to pay the charges for service and has a past due balance, the utility and the customer may enter into a Deferred Payment Agreement (DPA) to pay the current and past due balances.
- 306.2 A utility must make reasonable efforts to contact eligible customers or applicants by phone, mail or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances prior to making the written offer of a deferred payment agreement required under this section. A DPA is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the utility and the customer or applicant.
- (a) A utility must negotiate in good faith with any customer or applicant with whom it has contact so as to achieve an agreement that is fair and equitable considering the customer's financial circumstances.

- (b) A utility may require that a customer or applicant complete a form showing assets, income and expenses, and provide reasonable substantiation of the information on that form, provided that all such information shall be treated as confidential.
- (c) A payment agreement must provide for installments and no down payment when the customer or applicant demonstrates financial need for such terms.
- (d) A payment agreement may provide for any size down payment or no down payment, and installments on any schedule over any period to which parties agree.

306.3 A utility may postpone a scheduled termination of service up to 10 calendar days after the date stated in the final notice of termination for the purpose of negotiating payment agreement terms, provided that the customer is clearly advised of such postponement and parties commence negotiations of a DPA.

306.4 A utility may make a written offer of a payment agreement by providing two copies of the payment agreement form setting forth the specific terms for payment and signed by the utility to an eligible customer or applicant at the following times:

- (a) Not less than ten calendar days (10) days, if mailed before the earliest date that termination may occur, which is either the date stated in a final notice of termination or a date, up to 10 days thereafter, to which the company has postponed the physical termination of service while negotiating a payment agreement;
- (b) When payment of outstanding charges is a requirement for acceptance of an application for service;
- (c) When payment of outstanding charges is a requirement for reconnection; or
- (d) As required after a broken payment agreement.

306.5 The utility may refuse to negotiate or offer a DPA, if the customer:

- (a) Failed to comply with the terms and conditions of any DPA during the past twelve (12) months, provided however, this does not include any reinstatement of a DPA as provided in 306.13;
- (b) Committed fraud against the utility;

- (c) Committed theft of utility service; or
- (d) Denied the utility access to its equipment located on the customer's property or premises.

306.6 When devising a DPA the utility shall consider the circumstances and financial condition of the customer including;

- (a) The size of the delinquent account;
- (b) The customer's ability to pay;
- (c) The customer's payment history;
- (d) The anticipated energy assistance benefits for which the customer may be eligible;
- (e) The length of time that the debt has been outstanding;
- (f) The circumstances which resulted in the past due bills;
- (g) Hardships which may result from the lack of utility service to the customer; and
- (h) Any other relevant factors related to the circumstances of the customer.

306.7 If a DPA cannot be arranged, the utility shall promptly notify the customer.

306.8 An applicant for service or a customer participating in a DPA shall not be required to pay more than one-fourth (1/4) of the amount past due and/or owed at the time of entering into the DPA.

306.9 Every DPA negotiated and agreed to by the customer and the utility shall be provided to the customer in writing within five (5) business days and shall include the following information:

- (a) The date of the agreement;
- (b) The amount overdue and the payment terms of the agreement; and
- (c) The process that the utility will follow, including a notice of termination, to enforce the terms of the agreement.

306.9 If a natural gas or electric customer defaults on a DPA, the utility shall permit such customer to be reinstated on the DPA if the customer pays in full the amounts which should be paid up to that date pursuant to the original payment agreement (including any amounts for current usage which have become past due). A utility shall not be required to allow such reinstatement more than twice during the term of a DPA.

**307 DEPOSITS**

307.1 A utility shall not require a cash deposit or guarantee from a person who has never been a customer of the utility.

307.2 A utility shall not require a cash deposit or guarantee as a condition of new or continued utility service on the basis of credit bureau rating, income level, home ownership, residence location, race, color, creed, sex, age, national origin or any other criterion except those stated in this chapter.

307.3 A utility shall not require a cash deposit or guarantee as a condition of new service to a person who has been a customer of a utility before, except under the following circumstances:

- (a) The service of the customer has been terminated for nonpayment of a delinquent account not in dispute within the previous twelve (12) months;
- (b) The customer has in an unauthorized manner, used, diverted or interfered with the service of the utility situated or delivered on or about the customer's premises within the twelve (12) months immediately preceding the customer's request for new service; provided, that the following requirements are met:
  - (1) The customer's service was last terminated for this reason within the last five (5) years and that the utility had so notified the customer in writing to this effect; and
  - (2) The customer either did not file a complaint with the Commission regarding the termination; or if a complaint was filed, final administrative action was taken thereon unfavorable to the customer.
- (c) The customer's account has been delinquent in excess of forty-five (45) days at least three (3) times within the previous twelve (12) months; or

- (d) The customer has an outstanding balance due the utility for utility services incurred within the immediately preceding three (3) years. The provision of new service may be conditioned upon payment of the outstanding balance.
- 307.4 When a deposit or guarantee is required as a condition of new service to a former customer, the customer shall be notified in writing of the reason therefore, the amount of deposit required, and that it may be paid in installments.
- 307.5 A utility shall not require a cash deposit or guarantee as a condition of continued service to a customer, except under the following circumstances:
- (a) Utility service at the customer's residence has been used, interfered with, or diverted in an unauthorized manner within the previous twelve (12) months; or
- (b) The customer's account has been delinquent for an excess of forty-five (45) days at least three (3) times within the previous twelve (12) months.
- 307.6 When a deposit or guarantee is required of a customer with service connected, the customer shall be notified in writing of the reason therefore, the amount of deposit required, the date due (not less than fourteen (14) days from the date of the first written notice), and that it may be paid in installments.
- 307.7 A utility may require an applicant for service to pay a previously unpaid account balance for the same class of service furnished to the applicant.
- 307.8 In the case of a transfer of a previously unpaid account balance to a customer's account pursuant to this chapter, the utility shall notify the customer in writing of the reason for the demand, what the customer must do to obtain or continue service, and how the customer can dispute the demand.
- 307.9 No deposit for utility service shall exceed the lesser of one hundred dollars (\$100) or twice the estimated maximum monthly bill of the customer over twelve (12) months. The utility shall notify the customer in writing of the reason for the deposit, the amount, date by which it must be paid, the fact that it may be paid in installments, and the payment options for the deposit. If the deposit requirement is one hundred dollars (\$100) or more, the deposit may be paid in a minimum of three equal monthly installments with the first installment due prior to reconnection.

307. 10 Each utility shall be liable for interest on deposits held from the date the deposit is made until the date the deposit has been refunded, or until an effort has been made to refund the deposit. Each utility shall pay simple interest on deposits with the rate being established not later than January 15<sup>th</sup> of each year, equal to the average annual yields of one-year Treasury bills for September, October, and November of the preceding year.
307. 11 Upon termination of service, the deposit with accrued interest shall be credited to any outstanding final bill and any remaining balance shall be returned to the customer.
307. 12 A deposit and accrued interest shall be refunded promptly by the utility upon satisfactory payment by the customer of all proper charges for utility service for twelve (12) successive months in case of a gas or electric customer, or nine (9) successive months in the case of a telephone customer. Payment shall be deemed satisfactory if the customer's account has not been terminated involuntarily or the customer's account has not been delinquent for an excess of forty-five (45) days at least three (3) times within the previous twelve (12) months. The utility may withhold return of deposit funds pending resolution of any dispute.
307. 13 A utility shall maintain a record of all deposits, showing the customer's name and address or other identifying data, the amount of the deposit, the date it was paid, and the interest earned and paid thereon.
307. 14 Each customer posting a deposit shall promptly receive a receipt containing, at a minimum, the following information:
- (a) The customer's name;
  - (b) The date of the payment;
  - (c) The amount of payment; and
  - (d) A statement of the terms and conditions applicable to deposits.
- 307.15 When a customer is entitled to a return of a deposit it shall be paid upon presentation of proper identification.
307. 16 In lieu of a cash deposit a utility shall offer to accept a written guarantee of payment from a responsible party. A responsible party shall include any customer of the utility whose account has not been delinquent during the preceding twelve (12) months. A utility is not obligated to accept a written guarantee from a party who is not a customer. The utility shall not require a written payment guarantee from any customer ready, willing and able to make a deposit as authorized by this chapter.

307.17 A guarantee shall be in writing on a form approved by the Commission and shall contain the following provisions unless otherwise agreed to by the utility and guarantor:

- (a) That it is for an initial term of one (1) year;
- (b) That the guarantor agrees to pay the utility within ten (10) days of demand the balance outstanding in the guaranteed account upon termination of service to the account, up to a maximum equal to the deposit which might have been required. The guarantor shall be liable only for amounts accruing to the account of the customer during the term of the guarantee;
- (c) That upon failure of the guarantor to satisfy a written demand within ten (10) days, the utility shall include the amount in the guarantor's next monthly billing. In such event, the amount transferred to the guarantor's bill shall be considered to have been incurred in providing service to the guarantor. The guarantor shall have the same right to challenge an account balance as is enjoyed by the customer. Should the guarantor receive service from another service provider other than the utility, the utility should pursue its right to recover under applicable District of Columbia law.
- (d) That, notwithstanding the terms of such guarantee, the guarantee agreement shall terminate upon satisfactory payment by the customer of all proper charges for utility service for a period of twelve (12) successive months in the case of a gas or electric customer or nine (9) successive months in the case of residential telephone customer. Payment is deemed satisfactory if the customer's service is not terminated involuntarily, or if the customer's account has not been delinquent for an excess of forty-five (45) days at least three (3) times during the preceding twelve (12) months. The utility may withhold the release of the guarantor pending the resolution of any dispute regarding the customer's account or amounts transferred to the guarantor's account; and
- (e) Prior to the signing of a guarantee agreement, a utility employee shall explain to the potential guarantor the consequences of the agreement. The utility employee shall obtain written acknowledgement from the guarantor that the oral explanation took place.

307.18 The deposit and guarantee provisions of this section shall apply only to those cases in which the utility requests a deposit from a customer on or after the effective date of this chapter.

**308 USE OF CUSTOMER'S SOCIAL SECURITY NUMBER**

308.1 Upon requesting a customer's social security account number, the utility shall inform the customer that the provision of the number is voluntary and will not affect the provision of service to that customer.

**309 [RESERVED]****310 GROUNDS FOR UTILITY TERMINATION**

310.1 A utility may terminate service to a residential customer without the consent of the customer if one or more of the following reasons exist:

- (a) The customer does not pay or make a payment agreement on an undisputed overdue amount;
- (b) The customer does not make payment according to the terms of a DPA, and the DPA has not been reinstated;
- (c) Service is being used but no occupant or other person has applied for customer status at the location;
- (d) There is unauthorized use, diversion or interference with utility service on or about the customer's premises;
- (e) The customer unreasonably refuses to allow access to the premises to inspect, service, install, replace, read a meter or remote recording device, when the utility has requested access in writing; or
- (f) Creation of an unsafe condition or an adverse effect on the integrity of an energy or communication delivery system, or violation of a government statute, regulation or Commission-approved tariff provision.
- (g) The utility has verifiable evidence of fraud or that the customer has materially misrepresented his or her identity in order to obtain utility service;
- (h) Application for utility service was made in a fictitious name;
- (i) Application for utility service was made in the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address, and without written authorization by such individual;

- (j) Application for utility service was made in the name of a third party without disclosing that fact or without bona fide authority from the third party;
- (k) Application for utility service was made without disclosure of a material fact or by misrepresentation of a material fact;
- (l) Application for utility service was made for connection of service to a dwelling where there are co-occupants, if a service account for that dwelling unit was previously maintained in a current co-occupant's name during a period of co-occupancy with the applicant and the co-occupant has failed to pay or make satisfactory arrangements to pay an outstanding bill or undisputed portion of a disputed bill for service at the dwelling unit, the collection of which is not barred under applicable District of Columbia or federal law;
- (m) Application was made for connection of service to a dwelling unit where there are co-occupants, if the service account at a prior dwelling unit of the applicant was listed in a current co-occupant's name, and the co-occupant has failed to pay or to make satisfactory arrangement to pay an outstanding bill or undisputed portion of a disputed bill for service at the prior dwelling unit, the collection of which is not barred under applicable District of Columbia or federal law;
- (n) Application was made by an individual for the purpose of assisting another occupant of a dwelling unit to avoid payment of that occupant's prior outstanding bill; or
- (o) Failure to comply with an order of the Commission.

310.2

A utility shall not initiate termination of service or terminate service without the consent of the customer in the following circumstances:

- (a) The amount overdue stated on the termination notice includes a non-basic or unregulated service; an unpaid amount owed from a different account, unless the amount was properly transferred to the customer's account balance; or an amount owed from estimated bills, unless the utility has attempted reasonable alternatives to obtain a reading of the meter; or
- (b) Failure of a customer to pay for merchandise, appliances or nonresidential utility service and, if a telephone utility, failure to pay charges for long distance services.

- 310.3 Termination of natural gas and electric utility service for non-payment of bills, failure to post a cash security deposit or guarantee of payment, or failure to comply with the terms of a DPA, where natural gas or electricity is used as the primacy source of heating the residence is prohibited:
- (a) On any day when the National Weather Service forecast for the following 24 hours for the District of Columbia forecasts that the temperature will be thirty-two (32°) degrees Fahrenheit or below; or
  - (b) On any day preceding a holiday or a weekend when the National Weather Service forecast indicated that the temperature will be thirty-two (32°) degrees Fahrenheit or below during the holiday or weekend.

### 311 PROCEDURES FOR UTILITY TERMINATION

- 311.1 A utility shall postpone the termination of service for a reasonable time not to exceed twenty-one (21) days if the utility is provided with a physician's certificate or notice from a public health official which states that termination would be detrimental to the health and safety of a bona fide occupant of the premises; provided, that the customer enters into a deferred payment plan. The postponement may be extended for additional periods of not more than twenty-one (21) days by renewal of the certificate or notice.
- 311.2 A utility shall not terminate service when a dispute involving the account in question has been filed with the Office of Consumer Services at the Public Service Commission; provided, that payments are made for amounts not in dispute.
- 311.3 A utility shall not terminate residential service unless a written termination notice has been sent to the customer at the billing address by first class mail at least fifteen (15) days prior to the date of proposed termination. Any notice required to be sent to a customer prior to termination of service may be sent along with the bill for service. However, the notice of termination of service must be on the first page of the bill and shall be in such bold print as to be conspicuous to a reasonable person. When the customer has requested, a duplicate copy of the notice shall be sent by first class mail to a designated third party. The third party assumes no obligation for the customer's account.
- 311.4 Nothing in this section shall preclude a utility from taking immediate action necessary to correct any condition which threatens the health or safety of the customer, the public or the integrity of the utility's

distribution system or action taken in cooperation with civil or law enforcement authorities. However, where that corrective action is taken, the utility shall not thereupon discontinue service to any customer whom it believes to be responsible for creation of that condition until it has complied with the notice provisions of this section. The notice and reconnection required by this rule shall not be required in the event that service has been terminated for theft of services, unauthorized use, diversion or interference with utility service on or about the customer's premises.

311.5 The termination notice shall state the following information:

- (a) The customer's name and address;
- (b) The address where service is to be discontinued, if different;
- (c) The reason for the proposed termination of service;
- (d) The earliest date on which service will be terminated in the absence of payment or adjustment;
- (e) The telephone number and address of the utility, and an invitation to contact the utility to resolve the matter;
- (f) The customer's right to delay termination of service for medical reasons;
- (g) The possibility of deferred payments in proper cases;
- (h) The right to file a complaint with the Public Service Commission, and the availability of legal representation and assistance by the Office of the People's Counsel and the address and telephone number of the Office of the People's Counsel; and
- (i) In addition to paragraphs (a) through (h), a termination notice issued by a telephone utility shall inform the customer that the utility owned telephone equipment is subject to removal ten (10) days after the date of termination and, if the equipment is removed, the customer will have to reapply for service.

311.6 Utility service shall not be terminated and shall be restored if terminated where a customer has established or is reinstated to a DPA for utility charges that are the basis of the notice of termination and the customer has not defaulted on such DPA.

311.7 A utility shall not terminate service for the period after 5:00 p.m. Thursday and before 8:00 a.m. Monday, except as provided in §311.8.

311.8 A utility may terminate service on Friday or Saturday if the following applies:

- (a) The meter is located on the inside of the premises or is otherwise not readily accessible; and
- (b) The utility has previously and unsuccessfully attempted to gain access to the meter on at least two (2) week days.

311.9 Subsections §§311.7 and 311.8 shall not apply to service terminations to abandoned buildings, where the customer has requested disconnection in circumstances of unsafe conditions or of theft of natural gas or electricity, or to termination of telephone service where there is evidence of toll abuse or fraud.

#### **312 PERSONAL CONTACT BEFORE UTILITY TERMINATION**

312.1 A utility shall make, at minimum, two (2) attempts at personal contact with the customer prior to termination as specified in this section.

312.2 At least two (2) days before the date set for termination of service, a utility shall make reasonable efforts to contact the customer, either in person or by telephone, to advise of the pending action and what steps must be taken to avoid termination.

312.3 Immediately preceding the physical disconnection of natural gas or electric service, the representative of the utility designated to perform that function shall make a reasonable effort to identify himself or herself to the customer or other responsible person then on the premises and announce the purpose of his or her presence; a telephone utility shall make a second attempt to contact the customer.

312.4 If prior telephone or personal contact has not been made as provided in §312.2 and the customer or other responsible person is not on the premises, termination of service shall not occur. The field service representative shall leave a notice reasonably calculated to be seen by the person residing in the house in the same manner as the notice required by §314, that service may be discontinued as soon as the next business day unless outstanding bills are paid.

312.5 The utility shall not deliver more than two (2) consecutive notices of termination for past due bills without attempting personal contact with the customer as required by section 312.1.

**313 ADJUSTMENT IN THE FIELD**

313.1 The field service representative shall have a statement of the amount due and inquire whether the bill has been paid and provide a notice substantially in such form as shall be approved by the Commission. If evidence is presented which reasonably indicates that the bill has been paid, that a DPA has been executed or that the bill is currently the subject of a pending proceeding before the Commission, or that the customer has demonstrated a medical emergency consistent with the provisions of this chapter, service shall not be terminated.

313.2 The field service representative shall be authorized to accept payment. If payment in full of all charges due and owing is tendered, service shall not be terminated. Tender of payment by personal check shall be accepted unless the customer has within the past twelve (12) months paid the utility with a check not honored by a bank. The field service representative shall issue a receipt for any payment received from a customer which shall contain the date; amount paid; form of payment; and the customer's name, address and account number. The field service representative shall print and sign his or her name and list an identifying number on the receipt. The date of payment shall be considered the day the payment is received by a field representative.

313.3 The field service representative shall seek authorization from his or her supervisor to accept partial payments or to override his or her orders to terminate service upon a reasonable explanation by the customer of the delinquency.

313.4 The field representative shall wear a uniform bearing the utility company's name and logo and produce an identification badge containing the utility company's name and telephone number, the field representative's picture and full name and the utility company's billing statement showing the amount due from the customer.

**314 TERMINATION OF UTILITY SERVICE**

314.1 If the requirement to make an attempt at personal contact with a customer is satisfied, the utility may terminate service to a residential customer on the date specified in the notice or within a reasonable time thereafter.

314.2 When service is terminated, the utility shall leave a notice reasonably calculated to be seen by persons residing on the premises stating that service has been terminated and the address and telephone number of the utility where the customer may arrange to have service restored. The

notice shall also state procedures to be followed where a medical or safety emergency exists on the premises.

**315 RESTORATION OF SERVICE**

315.1 A utility shall restore service within twenty-four (24) hours of cure of the cause for termination.

315.2 The utility may make a charge to the customer for restoration of service in an amount authorized by the Commission.

**316-319 [RESERVED]**

**320 CUSTOMER INQUIRIES AND COMPLAINTS  
(APPLICABLE TO UTILITY AND SERVICE PROVIDERS)**

320.1 A utility or service provider shall in accordance with this section, establish written procedures which will ensure the prompt, efficient, and thorough receipt, investigation and, where possible, resolution of all customer inquires, service requests and complaints regarding residential utility or service provider services and charges therefore.

320.2 Qualified utility and service provider personnel shall be available and prepared at all times during normal business hours to receive and discuss all customer inquiries, service requests and complaints. The utility or service provider shall make necessary arrangements to ensure that foreign language-speaking personnel are made available to assist the non-English speaking public. All service providers shall be required to maintain a toll-free or local telephone number for customer service inquires.

320.3 Supervisory personnel shall be available during normal business hours to discuss customer complaints that are not resolved through contact with customer service representatives.

320.4 Qualified personnel authorized to enter into deferred payment plans on behalf of the utility or service provider shall be available during normal business hours.

320.5 Qualified personnel shall be available at all times to respond to customer calls regarding interruption or termination of service or emergency conditions.

320.6 When a complaint cannot be resolved between the utility or service provider and a customer, the utility shall refer the customer to the Commission for resolution.

- 320.7 In every case of dispute between a customer and a utility or service provider, the first attempt at resolution shall be made directly between the parties.
- 320.8 When a utility or service provider concludes that a bonafide question exists regarding the correctness of an amount billed, the utility or service provider shall adjust the amount due, and shall reflect the adjustment on the next bill.
- 320.9 When a service provider concludes that a bonafide question exists regarding the correctness of an amount billed:
- (a) If a customer chooses a dual bill, the service provider may adjust the amount due and shall reflect the adjustment on a corrected bill; or
  - (b) If a customer chooses a service provider consolidated bill, the service provider may adjust only the charges related to the service provided by that service provider.
- 320.10 A utility, service provider and a customer may agree upon a deferred payment plan to pay any amount due the utility or service provider. No charges, other than those accrued as of the date of settlement, and no interest shall be charged as part of the deferred payment plan.
- 320.11 A utility or service provider shall put in writing every deferred payment plan involving more than fifty (\$50.00). The plan shall be kept on file by the utility or service provider until it is performed or, if defaulted, for sixty (60) days from the date of default. A customer may sign a deferred payment plan or agree to a plan over the telephone. In either case, the utility or service provider shall offer the customer a copy of the agreement but, in any event, shall prior to any agreement inform a customer of the right to resort to the Commission for resolution of any dispute with the utility or service provider.
- 320.12 A customer's failure to make a scheduled payment when due is a default and places the account in delinquent status as of the date of default. Late payment charges shall apply to any default of a deferred payment plan.
- 320.13 When a utility or service provider cannot resolve a dispute with a customer the utility or service provider shall refer the customer to the Commission for resolution.
- 320.14 Every utility or service provider shall make available for inspection by the staff of the Commission detailed information concerning the following:

- (a) The payment performance of its customer in relation to established due and payable periods;
- (b) The number and general description of all complaints registered with the utility or service provider;
- (c) The number of involuntary termination notices issued by the utility or service provider and the reasons therefore;
- (d) The number of written deferred payment agreements entered into by the utility or service provider and a synopsis of the terms, conditions and standards upon which the deferred payment agreements were entered into; and
- (e) The actual number of involuntary terminations of service and the number of reconnections.

### **321 PUBLICATION OF CONSUMER PAMPHLET**

- 321.1 The utilities and service providers shall prepare a pamphlet in English and Spanish which clearly summarizes the right and responsibilities of its customers in accordance with these and other applicable rules. The text of the pamphlet is subject to prior Commission approval and the pre-publication comment by the Office of the People's Counsel. Every utility or service provider also shall make available for free copies of this pamphlet to those persons who speak limited or no English, if that population constitutes three (3) percent or 500 individuals, whichever is less, of the population of limited or no English persons served or encountered, or likely to be served or encountered, in the District of Columbia by the utility or service provider consistent with laws of the District of Columbia.
- 321.2 The pamphlet shall be displayed prominently and be available at every utility or service provider location open to the general public.
- 321.3 Each customer of a utility or service provider shall be notified in writing promptly after approval of the pamphlet by the Commission, and at least annually thereafter, that a pamphlet will be mailed upon request at no charge. Each new customer shall be offered a pamphlet free of charge.
- 321.4 The pamphlet shall cover, if applicable, the following items:
- (a) Billing procedures and estimation standards;
  - (b) Methods for customer to verify billing accuracy;

- (c) Customer's right to have meter tested free of charge by the utility once every twelve (12) months and may also request a referee meter test pursuant to 15 DCMR §2368 *et seq.*;
- (d) Explanation of operation of fuel clauses, if applicable;
- (e) Customer payment standards and procedures;
- (f) Security deposit and guarantee standards;
- (g) Termination and reconnection of service;
- (h) Inquiry, service and complaint procedures;
- (i) Public Service Commission consumer procedures and the availability of assistance and legal representation by the Office of the People's Counsel;
- (j) The availability of deferred payment plans for payment of bills or deposits; and
- (k) Consumer access to information required to be made available to them.

321.5 The cover of the pamphlet shall indicate conspicuously that the pamphlet is provided in accordance with the rules of the Commission and shall indicate in Spanish that a Spanish version is available upon request.

321.6 Based on the number of limited or non-English speaking persons that a utility or service provider serves or encounters, or is likely to serve or encounter in the District of Columbia, the utility or service provider shall provide an interpreter for those persons who seek information about the rights and responsibilities of customers, services, and programs as stated in this section consistent with the laws of the District of Columbia.

## **322 PUBLIC ACCESS TO RULES AND RATES**

322.1 Every utility or service provider shall keep available for free public inspection during normal business hours in every office open to the general public, copies of this chapter, the utility's or service provider's schedule of rates, and its terms and conditions of service.

322.2 Every utility or service provider shall make available for free public inspection during normal business hours the written translations of, copies of this chapter, the utility's or service provider's schedule of rates, and its terms and conditions of service to those persons who speak limited or no-

English, if that population constitutes three (3) percent or 500 individuals, whichever is less, of the population of limited or non-English speaking persons served or encountered, or likely to be served or encountered in the District of Columbia by the utility or service provider consistent with laws of the District of Columbia.

322.3 Suitable signs shall be posted conspicuously at each location calling attention to the public that the items are available for inspection. Upon request, the utility or service provider shall provide a copy of this chapter and advise customers where copies of rate schedules and general service provisions may be obtained.

**323 OFFICE OF CONSUMER SERVICES**

323.1 There is established within the Public Service Commission an Office of Consumer Services.

323.2 The Office of Consumer Services shall do the following:

- (a) Answer inquiries regarding residential utility service, the services provided by a service provider and the procedures for resolving disputes;
- (b) Assist in the informal resolution of customer complaints and disputes which have not been resolved under the utility's or service provider's own procedures; and
- (c) Refer for formal adjudication a customer's complaint that cannot be resolved informally.

323.3 Any applicant for utility, energy or telecommunications services, a utility or energy supplier or telecommunications service provider customer, or the applicant's or customer's designated representative may complain to the Commission concerning a deposit requirement, the service provided, or a utility or an energy supplier or telecommunications service provider's bill. Should a party other than the applicant or customer of record file the complaint, the applicant or customer of record shall file a notarized letter authorizing the designee to act on his or her behalf, and the individual or entity shall file a notice which authorizes them to act on the applicant's or customer's behalf.

323.4 If the complaint addresses a matter which has failed to be resolved under the utility's or service provider's procedures, the Office of Consumer Services shall handle the matter as an informal complaint for resolution, if the complaint has not been referred to

the utility or provider of the service in question, the matter shall be referred to the utility or service provider for an attempt at direct resolution. In every case of a dispute between a customer and a utility or service provider, the first attempt of resolution shall be made directly between the parties, except in the case of slamming.

- 323.5 The utility or provider of service shall report to the Office of Consumer Services the results of any complaint or similar customer related referral within seven (7) business days. If the complaint or matter is not resolved within that time, the utility or service provider shall refer the matter back to the Office of Consumer Services.
- 323.6 If the Office of Consumer Services docket a matter as an informal complaint, it shall notify the utility or service provider by telephone, investigate the matter and attempt through mediation to resolve the matter informally.
- 323.7 The utility or service provider shall submit information regarding the merits of the complaint, explain its actions in the disputed matter, and the extent to which its actions were consistent with the utility's or service provider's procedures, tariffs, policy, Commission rules, regulations, orders, and applicable District of Columbia law. The utility or service provider may be required to provide copies of bills, billing statements, field reports, written documents, or other information in its possession necessary to investigate and resolve the complaint.
- 323.8 If a matter cannot be resolved informally by the Office of Consumer Services five (5) business days, the complainant shall be notified in writing and invited to file a formal complaint with the Commission.
- 323.9 The notification shall state the following:
- (a) The complainant has the right to file, at no cost, a formal complaint, if he or she so desires;
  - (b) A formal complaint must be filed within fourteen (14) days of the date of mailing of the notification or the matter shall be dismissed;
  - (c) The availability of assistance and legal representation by the Office of the People's Counsel and the address and telephone number of the Office of the People's Counsel;

- (d) The complainant may represent him or herself, by counsel, by the Office of the People's Counsel, or by a third party of the complainant's choosing; and
- (e) Set forth the Commission's formal complaint and hearing procedures.

324 **FORMAL COMPLAINTS**

- 324.1 A formal complaint shall be in writing, signed by the complainant and shall state all facts necessary to state a claim upon which relief may be granted and the specific relief requested. The complainant shall submit the complaint in a format approved by the Office of Consumer Services or consistent with the requirements set forth in the Commission's Rules of Practice and Procedure, as applicable. 15 D.C.M.R. § 104.1 (a) – (f). The Office of Consumer Services, or the customer's designated representative may assist in the filling out of a complaint.
- 324.2 If a review by the Office of Consumer Services of the complaint discloses that the complaint should be revised to more clearly or fairly set forth the matter at issue, the complainant shall be notified and offered assistance to amend the complaint.
- 324.3 The Office of Consumer Services shall notify the affected utility or service provider in writing by electronic mail, facsimile or U.S. mail whenever a formal complaint is filed, within two (2) business days of the filing of the complaint. Each utility and service provider shall provide the name, address, and telephone number of its designated contact person or office for delivery of such notification.
- 324.4 A written answer to the complaint shall be filed with the Commission within fourteen (14) days from the date of notice, setting forth the utility's or service provider's position with respect to the allegations contained in the complaint. The utility or service provider shall also serve a copy of its answer on the customer's designated representative. If the customer is not represented, the utility or service provider shall serve a copy on the customer.
- 324.5 If applicable, a copy of the complaint shall be forwarded to any guarantor of the account in controversy by the utility or service provider.

**325 FORMAL HEARING PROCEDURES**

- 325.1 A hearing shall be scheduled within thirty (30) days of the filing of the complaint answer. Except in special cases, hearings shall be held during business hours of the Commission. The Commission shall designate a competent hearing officer who has not participated in the investigation of the complaint to preside over the proceeding.
- 325.2 The Commission shall provide notice of hearing by personal delivery or by first-class mail postage prepaid to the customer and his or her designated representative, to any affected guarantor, and to the utility or service provider. The notice shall also state that in the event that the complainant fails to attend a scheduled hearing without good cause, the hearing officer may dismiss the complaint, hear evidence and render a decision, or reschedule the hearing within ten (10) days.
- 325.3 Service shall be made by first-class mail postage prepaid at least fourteen (14) days prior to the hearing date unless the parties agree on a shorter time.
- 325.4 The hearing officer may reschedule any hearing to a date, time or place agreed upon by the parties, or, upon notice and for good cause shown, at the request of any party.
- 325.5 The hearing officer may grant an initial request for a hearing postponement. A party requesting a second postponement will be required to provide good cause (a reasonable justification) for the postponement. If the party is the complainant and he or she does not provide good cause (a reasonable justification), as determined by the hearing officer, the complaint may be dismissed. If the party is a utility or service provider and it fails to provide good cause, the matter may be scheduled for hearing. The hearing officer may, at his or her discretion, postpone or adjourn a hearing for reasonable cause. If a hearing is postponed, adequate notice shall be provided to the parties.
- 325.6 In the event the complainant fails to attend a scheduled hearing without good cause, the hearing officer may dismiss the complaint, hear evidence and render a decision, or reschedule the hearing within ten (10) days.
- 325.7 In the event a utility or service provider fails to attend a scheduled hearing without good cause, the hearing officer may hear evidence and render a decision.

- 325.8 In the event a guarantor fails to attend a scheduled hearing without good cause, he or she is precluded from contesting any matter which was raised at the hearing.
- 325.9 Upon a reasonable request from each other the parties shall timely provide all information they have relevant to the matters at issue in the complaint including relevant documents, account data, files and the names of witnesses. Nothing herein shall preclude a party from filing a request or motion to compel responses to information requests.
- 325.10 Parties may examine any relevant records of the Commission. However, information deemed to be confidential may be reviewed only when subject to appropriate procedural safeguards.
- 325.11 Parties may represent themselves or be represented by counsel or any other person. If a Complainant proceeds pro se, the Hearing Officer shall construe the pleadings liberally and interpret them to raise the strongest argument that they suggest. If it appears to the hearing officer that a party appearing without an attorney should be represented by an attorney, the hearing officer shall suggest that the party secure counsel or contact the Office of the People's Counsel concerning representation and allow a reasonable time to secure such representation.
- 325.12 Parties shall have the right to present evidence, call witnesses, and present written and oral argument.
- 325.13 Witnesses shall testify under oath, and the parties shall have the right to examine and cross-examine all witnesses.
- 325.14 The hearing officer may in his or her discretion limit any line of questioning, testimony and the time for argument.
- 325.15 Unless otherwise ordered by the hearing officer, the complainant's witnesses shall testify first, followed by the utility's or service provider's witnesses. A reasonable opportunity will be afforded all parties to present rebuttal evidence.
- 325.16 The hearing officer may elicit testimony from any witness regarding the issue(s) in dispute.
- 325.17 The hearing officer has the obligation, especially when the customer is not represented by counsel, to ensure that all material

facts are developed to the fullest extent consistent with his or her responsibility to preside impartially over the hearing.

- 325.18 The formal rules of evidence shall not apply, but the hearing officer shall exclude irrelevant or unduly repetitious evidence.
- 325.19 Parties may stipulate to any facts and such stipulation may be put into evidence.
- 325.20 All proceedings shall be recorded or transcribed by a certified court reporter. The transcriptions shall be made available promptly to any party upon request, at the party's expense.
- 325.21 A utility shall not disconnect a customer's service based on amounts that have not been paid and which are in dispute, from the time an informal complaint or appeal is filed with the Commission until fifteen (15) days after the decision is mailed or personally served on the customer or his or her designated representative.

## **325 DECISION AND APPEALS**

- 326.1 Within twenty-one (21) days after the close of the hearing, the hearing officer shall issue a written decision, which states the issues and makes findings of fact, conclusions of law, and his or her disposition of the matter.
- 326.2 In cases involving billing disputes in which the hearing officer has concluded that all or part of the amount in dispute is owed, the hearing officer may, for good cause stated in the decision, direct that the amount found outstanding be paid in installments.
- 326.3 Copies of the hearing officer's decision shall be served upon the parties either personally or by regular mail on the day the decision is issued together with instructions on how to appeal the decision to the Commission, and indicating the last date the appeal may be filed.
- 326.4 The decision of the hearing officer shall be final if there is no appeal to the Commission decision within the time specified in this section.
- 326.5 Any party may appeal the hearing officer's decision to the Commission within ten (10) days of personal service or twelve days of service by mail of the decision.

- 326.6 The appeal shall be signed by the party or his or her designated representative, identifying the decision appealed, and specifying the grounds on which the appeal is based.
- 326.7 The appealing party shall serve the opposing party with a copy of the filed appeal three (3) days of the date of its filing with the Commission. Service may be made personally or by first class mail.
- 326.8 The opposing party's response or cross-appeal shall be filed within five (5) days of personal service and seven (7) days of service by mail.
- 326.9 Within ten (10) days of the filing an appeal, the record shall be prepared for review by the members of the Commission.
- 326.10 The Commission shall review and rule on the decision within thirty (30) days after the record is prepared and certified as complete by the Commission Secretary.
- 326.11 Upon review of the record, and after giving consideration to the matters raised on appeal, the Commission shall do the following:
- (a) Adopt the decision of the hearing officer;
  - (b) Issue a Commission decision;
  - (c) Remand the matter to the hearing officer for further proceedings; or
  - (d) Schedule the matter for hearing or argument before the Commission.
- 326.12 If, after review of the record, the Commission is unable to render a decision either approving or rejecting the hearing officer's proposed decision within 30 days, then the hearing officer's decision becomes the final decision of the Commission and is appealable pursuant to § 326.14.
- 326.13 Any party may request reconsideration of a Commission decision within thirty (30) days of the issuance of the decision. If the Commission is unable to render a decision within thirty (30) days, then the decision appealed from becomes final and is appealable pursuant to § 326.14.

326.14 Review of a final Commission decision shall be to the District of Columbia Court of Appeals pursuant to D.C. Code §§ 34-604 and 34-605 (2001). Any person affected by a final order or decision of the Commission, may, within 60 days after final action of the Commission upon petition for reconsideration, file with the Clerk of the District of Columbia Court of Appeals a petition of appeal setting forth the reasons for such appeal and the relief sought; at the same time such appellant shall file with the Commission notice in writing of the appeal together with a copy of the petition.

326.15 A utility or service provider shall not disclose information which reveals the status of the account of any individual customer without the customer's consent or upon dictate of lawful authority. A utility or service provider may rely upon the representation, oral or written, of the Commission or the Office of the People's Counsel that consent has been granted.

**327 CONSUMER PROTECTION STANDARDS APPLICABLE TO ENERGY SUPPLIERS**

327.1 The purpose of the Energy Suppliers Customer Protection Standards is to establish uniform standards for billing, security deposits, disconnections and reconnections of service, resolution of complaints of residential energy customer, enrollment procedures, advertising, termination of contracts, and switching of service with energy suppliers.

327.2 The applicability of these rules is as follows:

- (a) These standards apply to service provided to residential customers by natural gas suppliers who have entered into a Natural Gas Supplier Application Agreement with WGL pursuant to WGL's Rate Schedule No. 5 and/or have received a license to provide natural gas in the District of Columbia.
- (b) These standards are not applicable to the incumbent local natural gas distribution company or to the provider of Sales Service. However, the incumbent natural gas distribution company is subject to regulation under §§ 300 to 326.14 of these Rules.
- (c) These standards apply to service provided to residential customers by electric energy suppliers, marketers, aggregators, and consolidators licensed to provide competitive electric services by the Public Service Commission of the District of Columbia.
- (d) These standards are not applicable to the electric company as the provider of Standard Offer Service or distribution services.

However, the electric company is subject to regulation under §§ 300 to 326.14 of these Rules.

327.3 All of the following actions are prohibited activities by energy suppliers:

- (a) Discrimination against any customer based wholly or partly on the race, color, creed, national origin, geographic location, sex, or sexual orientation of the customer, or for any arbitrary, capricious, or unfairly discriminatory reason.
- (b) Refusal to provide service to a customer except by the application of standards that are reasonably related to the energy supplier's economic and business purposes; and
- (c) Discrimination against or penalizing a consumer or customer for exercising any right granted by these rules.

327.4 Whether or not any customer is in fact misled, deceived or damaged thereby, an energy supplier shall not:

- (a) Represent that the energy supplier has a sponsorship, approval, status, affiliation, certification, or connection that the energy supplier does not have;
- (b) Misrepresent a material fact that has a tendency to mislead;
- (c) Fail to state a material fact if such failure tends to mislead;
- (d) Disparage the goods, services, or business of another energy supplier by false or misleading representations of material facts;
- (e) Make false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reduction, or their price in comparison to the price of competitors or one's own price at a past or future time;
- (f) Harass or threaten a customer with any act other than legal process, either by telephone, cards, letters, e-mails or by other means;
- (g) Knowingly take advantage of the inability of the consumer to reasonably protect his interests by reasons of age, physical or mental infirmities, ignorance, illiteracy, or inability to understand the language of the agreement, or similar factors; or
- (h) Pass off its services as those of another.

- 327.5 Absent the express consent of the customer, an energy supplier may not add services or charges to a customer's existing retail service options.
- 327.6 An energy supplier may not switch a customer's natural gas or electric supplier account without the express consent of the customer. The energy supplier must also comply with the rules pertaining to solicitation, contracting and enrollment procedures as set forth in these regulations.
- 327.7 An energy supplier shall not disclose information that reveals the status of the account of any individual customer without the customer's consent. Any prohibition on the disclosure of account status should not preclude energy suppliers from obtaining or providing account status information for an acquisition or sale of a book of business as long as the review of such information during a proposed acquisition or sale is subject to confidentiality agreements.
- 327.8 An energy supplier may rely upon the representation, oral or written, of the Staff of the Public Service Commission or the Office of the People's Counsel that consent has been granted for purposes of dispute resolution.
- 327.9 Unless a customer consents in writing, an energy supplier may not use or disclose information that (1) is about the customer, and (2) was supplied to the energy supplier by the customer.
- 327.10 Unless a customer consents in writing, an energy supplier may not use information that is (1) about the customer; and (2) was supplied to the energy supplier by the customer for any purpose other than the purpose for which the information was originally acquired.
- 327.11 The restrictions in §§ 327.9 and 327.10 above do not apply to lawful disclosures for bill collection or credit rating reports. It shall be the responsibility of the energy supplier to obtain and maintain the written consent referred to in §§ 327.9 and 327.10 above. This information shall be made available to the Commission upon request.
- 327.12 Any prohibition regarding the disclosure of customer information should not preclude energy suppliers from obtaining or providing customer information for acquisition or sale of a book of business as long as the review of such customer information during a proposed acquisition or sale is subject to confidentiality agreements.
- 327.13 Advertising of energy supply shall be neither false nor misleading.
- 327.14 Any advertisement of energy supply that contains specific environmental claims must be supportable by competent evidence.

327.15

Any advertisement of energy supply that contains any specific statement, claim, comparison or assertion regarding rates, specific contract provisions, or similar service details that could reasonably be construed as an attempt to persuade customers or potential customers that any component of one company's offering is better than the comparable component of another company's offering must include:

- (a) The precise rate for service offered, including a disclosure that this rate is for the commodity natural gas or electricity generation and transmission and does not include charges imposed by Federal or District of Columbia governments, or Federal or local taxes, and that the total rate for electric or natural gas service will be higher. If the precise rate for service offered is not available because it is part of a bundled package, then the disclosure shall be in accordance with Sec. 327.11.
- (b) Any restrictions on the time period the advertised rate will be in effect. If the advertised rate is for any period other than 24-hour service, seven (7) days a week, the advertisement must state that period and state that rates different than the advertised rates may be in effect outside the advertised period.
- (c) Any fees and charges, other than for the commodity natural gas or generation and transmission of electric, which will automatically be charged to customers who contract for the advertised service; and
- (d) Any minimum contract duration necessary to obtain an advertised rate.

327.16

Any solicitations must contain all material terms and conditions, including, but not limited to, the following:

- (a) Company name, address, telephone number, and website address, if applicable;
- (b) Itemization of services provided, including minimum use requirements;
- (c) Unit price of the natural gas supplier (must use the current standard pricing unit of Washington Gas); for an electric supplier, if the unit price is not a flat rate, then the unit price must be based on a cents per kWh basis;
- (d) An electric supplier must provide notice that generation and transmission rather than distribution service is being offered;

- (e) A natural gas supplier must provide notice that natural gas as a commodity rather than natural gas delivery service is being offered;
- (f) Description of proposed contract terms;
- (g) Duration of the agreement (including initial time period, rollover provisions with mandatory 60-day notice, and early cancellation penalties);
- (h) Notice that there may be a deposit required, including the amount of the deposit, return procedures, use of and protection for such deposits;
- (i) All applicable fees and charges and the circumstances under which the customers will incur them;
- (j) Notice concerning early termination by the supplier and the options open to the customer if termination occurs;
- (k) Notice concerning early termination by the customer and the options open to the customer if termination occurs; and
- (l) Notice of right to rescind;
  - 1. A certification or license number provided to the energy supplier by the Commission; or
  - 2. A statement that the natural gas supplier has been approved under a Washington Gas service application and a license approval by the Commission is pending; or
  - 3. A statement that the electric supplier's license application has not yet been approved by the Commission; or
  - 4. A statement that the electric supplier has not yet filed a license application with the Commission.

327.17

If the energy supplier is providing bundled services and does not break out the individual rates for services in its solicitation, the following disclaimer must accompany the solicitation: **Disclaimer:** The seller has chosen to offer you several services at a single rate, without breaking out the costs to you of each individual service. You should compare the "bundled" rate for the services offered you to the total of the rates you currently pay for

each of the individual services in order to understand precisely whether your actual cost will be higher or lower than you currently pay.

- 327.18 An energy supplier may solicit customers for enrollment in several ways, including telephone inquiries, radio advertisements, print advertisements, home solicitations, electronic advertisements (i.e. Internet), newspaper advertisements, and written solicitations.
- 327.19 Telephone solicitations shall be made only between the hours of 9 a.m. and 8:30 p.m. and comply with applicable Federal "Do Not Contact" rules. Should a conflict between this section and the Federal rules exists, the federal rules shall apply.
- 327.20 The soliciting party must begin the conversation by stating the following:
- (a) The name of the business or organization calling;
  - (b) The nature of the call, i.e., a solicitation;
  - (c) A brief description of the subject-matter being solicited; and
  - (d) Ask the customer if they would like to hear the full solicitation.
- 327.21 Home solicitations shall be limited to the hours between 9 a.m. and sunset.
- (a) The soliciting party must begin the conversation by stating the following:
    - 1. The name of the business or organization;
    - 2. The nature of the visit, i.e., a solicitation;
    - 3. A brief description of the subject matter being solicited; and
    - 4. Ask the customer if he/she would like to hear the full solicitation.
  - (b) The soliciting energy supplier must include a statement under the onspicuous Caption: "**BUYER'S RIGHT TO CANCEL**" which states: If this agreement was solicited at or near your residence, and you do not want the goods and services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the tenth day after you signed this agreement.

This notice must be mailed to: (name and address of seller). If you cancel, the seller may not keep any of your cash down payment.

- 327.22 Upon request, the Company shall provide annually to energy suppliers in an electronic format, a list that contains customer names, addresses and usage information, as long as customers are provided, through a negative option an opportunity to have their information excluded from such a list. The Company may charge suppliers for providing information in addition to that which is discussed above.
- 327.23 Each energy supplier must maintain its own "Do-Not-Contact" List. If an energy supplier receives a request from a customer not to receive solicitations from that solicitor, the customer's name must appear on the list and the customer shall no longer be contacted in any manner, including but not limited to in-person solicitation, telephone solicitation, electronic solicitation or any form of mail or post card by the solicitor.
- 327.24 A customer will remain on the "Do-Not-Contact" List for three (3) years or until the customer affirmatively requests that he or she be removed from the list, whichever occurs sooner.
- 327.25 Every six (6) months, each energy supplier must provide an updated version of its "Do Not Contact" List to the Commission.
- 327.26 If a customer has a complaint about a violation of this section, the complaint procedures in § 320 of these regulations shall apply.
- 327.27 Any energy supplier that violates this section is subject to sanctions including license revocation.
- 327.28 Nothing in these regulations will affect, directly or indirectly, the applicability of any Federal or District telephone solicitation and consumer protection laws and regulations including, but not limited to, the fines and penalties thereunder for violation of such laws and regulations.
- 327.29 There are three (3) principal forms by which a customer may enter into a contract with an energy supplier:
- (a) over the telephone,
  - (b) electronically (i.e., Internet, electronic mail), and
  - (c) a written contract.

- 327.30 An energy supplier may not use "negative option contracts," which in their simplest form are contracts that are created if the customer takes no action. Stated differently, a customer may not enter into a contract with an energy supplier by simply refraining from action.
- 327.31 If a customer who has been solicited by telephone wishes to enter into a contract with an energy supplier, the energy supplier may request from the customer the following information:
- (a) The customer's name;
  - (b) billing address;
  - (c) service address;
  - (d) electronic mail address;
  - (e) telephone number;
  - (f) account number;
  - (g) employment information;
  - (h) name of a third party responsible for the bill; and
  - (i) usage information.
- 327.32 An energy supplier may ask for additional information only after first informing the customer of his/her right not to provide such information.
- 327.33 An energy supplier must advise a customer that he/she has the right to rescind the contract agreement within a 10-day period, as described in Section 327.68.
- 327.34 An independent third-party verification system shall be implemented to procure independent verification of a residential customer's intent to switch energy suppliers. Independent third-party verification will be required only for telephone contracts. Each energy supplier is responsible for contracting with an independent third-party verifier to verify contracts received telephonically. Alternatively, third-party verification may occur in a separate telephone call.
- 327.35 Once the customer has agreed to a contract with the energy supplier, the energy supplier may then transfer the customer to an independent third-party verifier for verification of the contract.

- 327.36 The independent third-party verifier is required to ask the customer the following questions:
- (a) "Are you the accountholder?";
  - (b) "Did you agree to switch your natural gas service or electric from Original Supplier) to (New Supplier)?"; and
  - (c) "Is your correct address?" or "Is your correct account number?"
- 327.37 Once a positive verification has been assessed, the energy supplier will transmit the enrollment transaction to the natural gas or the electric company, whichever is appropriate.
- 327.38 In the event that the independent third-party verifier fails to verify the customer's contract choice, the natural gas supplier shall not transmit the enrollment transaction to the natural gas company or the electric supplier shall not send an EDI enrollment transaction to the electric company, as the case may be. In this event, the customer will continue to receive natural gas service from its current natural gas supplier or the natural gas company providing Sales Service or, in the case of an electric supplier, the customer will continue to receive electric service from its current electric supplier or the electric company providing Standard Offer Service.
- 327.39 If the customer's contract choice is verified by the independent third-party verifier, the energy supplier must, within five (5) business days from the day the customer agreed telephonically to contract with the energy supplier, provide to the customer a complete written contract and any and all applicable rules and regulations governing the relationship between the customer and the energy supplier, via U.S. mail or electronic mail.
- 327.40 In the event of a dispute over the existence of a contract established via telephone, the energy supplier shall bear the burden of proving the contract's existence.
- 327.41 The energy supplier may post on its web site an electronic version of the solicitation for the supply of natural gas or electricity. The electronic solicitation must include:
- (a) an electronic application form to enter into a contract for the supply of natural gas or electricity;
  - (b) an electronic version of the actual contract; and

- (c) an electronic version of any applicable rules and regulations governing the relationship between the customer and the energy supplier.

327.42 The questions contained on the electronic application form shall be limited to:

- (a) The customer's name;
- (b) billing address;
- (c) service address;
- (d) electronic mail address;
- (e) telephone number;
- (f) account number;
- (g) employment information;
- (h) name of anyone else responsible for the bill; and
- (i) usage information.

327.43 The energy supplier may ask for additional information only after first informing the customer of his/her right not to provide such information.

327.44 The energy supplier must advise the customer of the right to rescind the contract agreement within a 10-day period, as described in § 327.68. This information shall be prominently displayed on the website.

327.45 The electronic submission of the application to contract with the energy supplier constitutes a valid and binding "electronic signature" and also serves as a proxy for the Customer Consent Form(s).

327.46 The energy supplier must acknowledge the customer's submission of the application with a confirmation of receipt of application within twenty-four (24) hours of receipt.

327.47 The energy supplier is not required to furnish a hard copy of the contract or of any and all applicable rules and regulations if the same are posted in full and are available for download from the energy supplier's website.

- 327.48 In the event of a dispute over the existence of an electronic contract, the energy supplier shall bear the burden of proving its existence.
- 327.49 All enrollments via the Internet shall be initiated by the customer. The Company shall include, in the deregulation section of its website, a link to each, as the case may be, natural gas or electric supplier's website provided; however, it is the responsibility of the supplier to provide its website address to the Company.
- 327.50 In order to enroll a customer, the energy supplier must display on its website the appropriate customer Consent Form(s) under which delivery service is being provided to the customer. The consent forms must have the identical language as the hard copy versions currently in use by the energy supplier.
- 327.51 The energy supplier's website must be configured to prompt the customer to print or save the terms and conditions to which the customer agrees, namely, the Customer Consent Form, and the supplier's written agreement.
- 327.52 During the enrollment procedure, each webscreen must clearly display a "Cancel" icon enabling the customer to terminate the transaction at any time. In addition, this feature must be explained to the customer at the beginning of the enrollment process.
- 327.53 At the completion of the enrollment process, the energy supplier's website must conspicuously display that the customer has been enrolled in its program and again remind the customer that the agreement may be canceled by clicking on the cancel icon.
- 327.54 The customer shall also be reminded that further information, as well as a cost comparison worksheet, can be found on incumbent natural gas or electric Company's website. In addition, the address of the respective Company's website shall be provided for the customer's convenience.
- 327.55 All electronic transactions and communications via the Internet between the customer and the energy supplier shall be encrypted in such a manner as to ensure privacy of the customer's information.
- 327.56 The energy supplier shall retain a record of the electronic transaction and provide a copy to the customer, the Commission for any purposes, or the Company or supplier from whom the customer is said to have migrated for dispute resolution purposes, if requested. If the energy supplier cannot provide a copy of the electronic enrollment then the enrollment is deemed to not exist.

- 327.57 The questions contained on the contract application form may include:
- (a) The customer's name;
  - (b) billing address;
  - (c) service address;
  - (d) electronic mail address;
  - (e) telephone number;
  - (f) account number;
  - (g) employment information;
  - (h) name of anyone else responsible for the bill; and
  - (i) usage information.
- 327.58 The energy supplier may ask for additional information only after first informing the customer of his/her right not to provide such information. A written contract must embody or be accompanied by a paper copy of any and all applicable rules and regulations governing the relationship between the customer and the energy supplier, including a reference, on the front of the contract, that advises customers of their right to rescind the contract agreement within a ten (10) day period, as described in § 327.68.
- 327.59 A written contract requires a written signature of the customer. A written signature is required when a customer contracts with an energy supplier via a written solicitation, such as a mailing, a newspaper form, or documents received upon personal contact, i.e., a home solicitation.
- 327.60 The energy supplier shall retain a record of the enrollment and provide a copy to the customer, Commission for any purposes, or the Company or supplier from whom the customer is said to have migrated for dispute resolution purposes, if requested. If the energy supplier cannot provide a copy of the enrollment then the enrollment is deemed to not exist.
- 327.61 Once the electric Company receives an EDI enrollment transaction from an electric supplier, the electric Company shall not accept enrollments from any other electric supplier in the monthly cycle.
- 327.62 By the ninth (9<sup>th</sup>) calendar day of the month (or next business day, if holiday or weekend), each natural gas supplier shall provide to the natural

gas Company a list of customers to be supplied by that natural gas supplier during the following month.

- 327.63 Once the natural gas Company accepts a customer enrollment from a natural gas supplier, the natural gas Company shall not accept enrollments from any other natural gas supplier for that customer for the duration of that customer's annual contract.
- 327.64 If a customer chooses to cancel his/her contract, prior to the expiration of the contract, that customer must contact the natural gas or electric Company, as the case may be, to make such a request.
- 327.65 Confirmation of a customer's intent to enroll with an electric supplier, as prescribed in the above regulations, must occur prior to the transmittal of an EDI enrollment transaction by the electric supplier to the electric Company.
- 327.66 Confirmation of a customer's intent to enroll with a natural gas supplier, as prescribed in the above regulations, must occur after confirmation is received by the natural gas supplier from the Company.
- 327.67 Upon approval of a customer's application to contract for natural gas service or electric service, the energy supplier must send to the customer, within a reasonable period of time:
- (a) A statement of enrollment;
  - (b) A description of the agreed-upon billing option and the billing date if different from the Company's usual billing date;
  - (c) Customer service information (including toll-free telephone number, mailing address, and dispute resolution process information); and
  - (d) A statement that the electric or natural gas Company is required to send a ten (10) day Rescission Notice, which the customer may or may not have already received.
- 327.68 Within one (1) business day of receiving an EDI enrollment transaction from an electric supplier (by 5 p.m. the previous day). The electric Company shall notify the customer via U.S. mail of a ten-day Rescission Period during which the customer may notify the electric Company, by telephone, electronic mail, or in writing, of his or her intent to rescind the contract that was entered into with the electric Supplier, thereby halting the enrollment process. The ten-day Rescission Period will begin the date the electric Company sends the Rescission Notice to the customer, which

shall be the same date as the postmark. The date the Rescission Period ends will be indicated in the notice.

- 327.69 If the customer does not respond to the Rescission Notice within the ten-day Rescission Period, the enrollment will be considered effective. The customer must notify the electric Company, not the electric Supplier, of his or her intent to rescind the contract.
- 327.70 After the ten-day Rescission Period expires and the enrollment is processed by the electric Company, the relationship between the customer and the electric supplier will be governed by the terms and conditions contained in the contract.
- 327.71 Residential natural gas choice customers shall be permitted a 10-calendar rescission period that begins on the date the,
- (a) customer signs the contract, or
  - (b) transmits the electronic acceptance via the Internet; or
  - (c) contract is postmarked when a customer's contract is mailed by the supplier.
- 327.72 For the first six (6) days of the rescission period, suppliers will hold all customer enrollments. If a customer contacts a natural gas supplier to rescind within those six (6) days the natural gas supplier will remove the customer from their enrollment list. The end of the six-day hold period must be no later than the natural gas Company's monthly enrollment date, in order for the customer to receive service on the first of next month. Following the hold period, the natural gas supplier will send the enrollments to the natural gas Company. If a customer rescinds after the hold period, but before the end of the 10-day rescission period, the customer will notify the supplier and the supplier will notify the natural gas Company and that customer will be removed from the list of enrollments. If a customer does not rescind, he/she will begin to receive service from the natural gas supplier on the first day of the next month. This internal process between the companies in no way affects the customer's ten-day rescission period.
- 327.73 If a customer rescinds his/her contract agreement, the natural gas supplier will notify the natural gas Company that in turn will issue a confirmation notice to the customer that the customer has rescinded. In the confirmation notice, the customer will be advised that he/she will remain on sales service or with his/her current natural gas supplier.

- 327.74 Information that advises customers of their right to rescind should be included within a natural gas supplier's solicitation contract materials.
- 327.75 Energy suppliers shall provide customers and the natural gas or electric Company, whichever is appropriate at least thirty-five (35) days written notice prior to terminating the customer's contract.
- 327.76 If an energy supplier's contract provides for automatic renewal of the contract:
- (a) The energy supplier shall provide notice of the pending renewal of the contract sixty (60) days before the renewal is scheduled to occur, and another notice thirty (30) days before the customer's automatic renewal date.
  - (b) If there are any changes to the material terms and conditions of the agreement (including billing option, billing cycle), the energy supplier must provide notice of these changes in the sixty (60) day and thirty (30) day notices. The notification of renewal or of any change must be highlighted and clearly stated.
  - (c) Both the sixty (60) day and thirty (30) day notices must inform the customer how to terminate the contract without penalty and advise the customer that terminating the evergreen contract without selecting another energy supplier will return the customer to Sales Service or Standard Offer Service depending on whether the service is natural gas or electric. Both notices must also inform the customer that the Commission and the Office of the People's Counsel can provide the customer with additional information on the energy supply choices available to the customer. The telephone numbers, websites, and e-mail addresses for the Commission and the Office of the People's Counsel shall be included in both notices.
- 327.77 An energy supplier shall provide to the Commission readily understandable and current information regarding its rates charged and services provided.
- 327.78 Upon request, energy suppliers may be required to provide promotional rate information. Such information may be subject to confidentiality agreements.
- 327.79 An energy supplier shall post on the Internet information about its services and rates for customers that is current and readily understandable.

- 327.80 Upon request by the Commission, for any purposes, or the Company or energy supplier from which the customer has migrated, for dispute resolution purposes, an energy supplier may be required to provide a copy of a Customer's Consent Form.
- 327.81 If the Consent Form cannot be provided the energy supplier may be subject to penalties, fines or other sanctions as determined by the Commission.
- 327.82 An energy supplier shall not conduct meter readings.
- 327.83 To the extent that an energy supplier's charges are based on usage, an energy supplier shall rely on the meter reading (actual, estimated, or customer meter readings) provided to it by the respective Company.
- 327.84 Meter readings by the Company shall be performed in accordance with §§ 301, 302 and 305.
- 327.85 If an energy supplier's customer chooses separate billing, the energy supplier shall render a bill once during each billing month to that customer.
- 327.86 If a customer chooses an energy supplier's consolidated bill, the energy supplier's bill shall be rendered on a monthly basis consistent with the Company's billing cycle for that customer, unless a different method is separately agreed upon by the energy supplier, the Company and the customer.
- 327.87 The date of rendition of an energy supplier's bill is the date the bill is mailed by the energy supplier or its agent. Bills rendered by an energy supplier must be rendered within seven days after the meter reading.
- 327.88 An energy supplier may, at the election of a customer, bill a customer in accordance with a level payment billing program. The energy supplier shall inform the customer of this option and explain how the monthly payments are calculated. Prior to implementation of the plan, the energy supplier shall provide the customer with the following information in writing:
- (a) An acknowledgement that the customer will be on the plan effective the next billing period;
  - (b) An estimate of the customer's use of an annual basis and an explanation of how the monthly payment has been calculated; and

- (c) The final bill for the plan effective period will reflect the last level payment installment adjusted for any difference between actual and budgeted usage. Amounts overpaid shall be credited to the customer's account or refunded, if requested by the customer. Amounts underpaid that are equal to or greater than the month payment may be paid in up to three (3) monthly installments.

327.89 The energy supplier shall perform a periodic analysis of the customer's plan and notify the customer, within twenty-one (21) days thereafter, if actual usage varies significantly from that upon which the plan was based and give the customer an opportunity for revision of the plan.

327.90 Every bill rendered by an energy supplier for residential natural gas or electric service, whether a separate bill or a consolidated bill, shall include the following bill components:

- (a) Meter readings – current, prior months and differences between the two may be presented in the same place;
- (b) Meter reading date – may be presented in a single place on a consolidated bill;
- (c) Number and kind of units measured;
- (d) Applicable rate schedule;
- (e) Taxes and surcharges – each appropriate tax and surcharge will be separately displayed;
- (f) Notice of potential late payment charges;
- (g) Total due – for consolidated bills, subtotals for the Company's and the energy supplier's portions of the bill and a total amount due;
- (h) Payment due date – if separate bills, then payment dates may differ;
- (i) Estimated bills – distinctive indication if bill is based on estimated meter reading;
- (j) Business address and telephone numbers for billing inquiries;
- (k) Conversion from meter readings units to billing units – show computation;
- (l) Service address – show on first page of bill;

- (m) Mailing address – show on first page of bill;
- (n) The Company account number – show on each page if multiple pages;
- (o) Customer name and account number – show on each page if multiple pages;
- (p) Bill payment plans (if applicable);
- (q) Emergency number for Washington Gas or PEPCO, whichever is applicable;
- (r) Required notices – e.g., Customer Bill of Rights, legal notices – may be an insert;
- (s) Next meter reading date;
- (t) Prior bill amount and summary of energy supplier and/or Washington Gas or PEPCO charges;
- (u) Disclosure of previous payment activity;
- (v) Meter number/identification;
- (w) Number of days in billing cycle;
- (x) Billing period;
- (y) Commission's address and telephone number;
- (z) Address to where payments are sent;
- (aa) To whom the check should be made payable;
- (bb) Collection messages;
- (cc) Bill step computations;
- (dd) Date of bill issuance; and
- (ee) The Office of the People's Counsel's address and phone number.

- 327.91 An energy supplier may include other bill components. If an energy supplier elects to bill for multiple services, each service should be clearly identified on the bill.
- 327.92 Energy service bills are due within twenty (20) days after the date they are rendered. The due date shall be stated on the bill. If the due date falls on a non-business day, the due date shall be the next business day.
- 327.93 The date of payment shall be considered as the day the payment is received at the offices of the energy supplier or an authorized collection agent; or the day before payments are removed from the receptacles provided for after-hours collection at the energy supplier's offices; or the third day preceding the day when payments are received by mail.
- 327.94 Late payment charges shall be reasonable but shall not exceed the charges permitted in § 305.3 of these Rules.
- 327.95 Unless the customer designates otherwise, customer payments shall be applied in the following order: first to the Company, whichever is applicable for arrears for Commission regulated charges, oldest item first; next to arrears for non-regulated charges (i.e., energy supplier charges for gas supply or electricity); next to the Company for current Commission-regulated charges; finally, to current non-regulated charges.
- 327.96 Energy suppliers may require a deposit from any customer.
- 327.97 If a customer is unable to pay the charges for service and has a past due balance, the energy supplier and the customer may enter into a Deferred Payment Agreement (DPA) to pay the current and past due balances.
- 327.98 An energy supplier must make reasonable efforts to contact eligible customers or applicants by phone, mail or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances, prior to making the written offer of a deferred payment agreement required under this section. A DPA is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the energy supplier and the customer or applicant.
- 327.99 An energy supplier must negotiate in good faith with any customer or applicant with whom it has contact so as to achieve an agreement that is fair and equitable considering the customer's financial circumstances.

- 327.100 An energy supplier may require that a customer or applicant complete a form showing assets, income and expenses and provide reasonable substantiation of the information on that form, provided that all such information shall be treated as confidential.
- 327.101 A payment agreement must provide for installments and no down payment, when the customer or applicant demonstrates financial need for such terms.
- 327.102 A payment agreement may provide for any size or no down payment, and installments on any schedule over any period to which the parties agree.
- 327.103 An energy supplier may postpone a scheduled termination of service up to ten (10) calendar days after the date stated in the final notice of termination for the purpose of negotiating payment agreement terms, provided that the customer is clearly advised of such postponement and parties commence negotiations of a DPA.
- 327.104 An energy supplier may make a written offer of a payment agreement by providing two copies of the payment agreement form to an eligible customer or applicant setting forth the specific terms for payment and signed by the utility at the following times:
- (a) Not less than ten (10) calendar days, if mailed before the earliest date that termination may occur, which is either the date stated in a final notice of termination or a date, up to ten (10) days thereafter, to which the Company has postponed the physical termination of service while negotiating a payment agreement;
  - (b) When payment of outstanding charges is a requirement for acceptance of an application for service;
  - (c) When payment of outstanding charges is a requirement for reconnection; and/or
  - (d) As required after a broken payment agreement.
- 327.105 The energy supplier may refuse to negotiate or offer a DPA, if the customer:
- (a) Failed to comply with the terms and conditions of any DPA during the past twelve (12) months, provided however, this does not include any reinstatement of a DPA as provided in § 327.48;
  - (b) Committed fraud against the energy supplier;

- (c) Committed theft of energy supplier service; or
  - (d) Denied the energy supplier access to its equipment located on the customer's property or premises.
- 327.106 When devising a DPA the energy supplier shall consider the circumstances and financial condition of the customer including;
- (a) The size of the delinquent account;
  - (b) The customer's ability to pay;
  - (c) The customer's payment history;
  - (d) The anticipated energy assistance benefits for which the customer may be eligible;
  - (e) The length of time that the debt has been outstanding;
  - (f) The circumstances which resulted in the past due bills;
  - (g) Hardships which may result from the lack of energy supplier service to the customer; and
  - (h) Any other relevant factors related to the circumstances of the customer.
- 327.107 If the energy supplier refuses to offer a DPA, it shall promptly so notify the customer.
- 327.108 An applicant for service or a customer participating in a DPA shall not be required to pay more than to one-fourth (1/4) of the amount past due and/or owed at the time of entering into the DPA.
- 327.109 Every DPA negotiated and agreed to by the customer and the energy supplier shall be provided to the customer in writing within five (5) business days and shall include the following information:
- (a) The date of the agreement;
  - (b) The amount overdue and the payment terms of the agreement; and
  - (c) The process that the energy supplier will follow, including a notice of termination, to enforce the terms of the agreement.

- 327.110 If a natural gas or electric customer defaults on a DPA, the energy supplier shall permit such customer to be reinstated on the DPA if the customer pays in full the amounts that are required to be paid up to that date pursuant to the original payment agreement (including any amounts for current usage which have become past due). An energy supplier shall not be required to allow such reinstatement more than twice during the term of a DPA.
- 327.111 No deposit for residential energy service shall exceed the lesser of one hundred dollars (\$100) or twice the estimated maximum monthly bill of the customer over twelve (12) months.
- 327.112 Each energy supplier shall be liable for interest on deposits held from the date the deposit is made until the date the deposit has been refunded or until an effort has been made to refund the deposit.
- 327.113 Each energy supplier shall pay simple interest on deposits with the rate being established not later than January 15<sup>th</sup> of each year, equal to the average annual yields of one-year Treasury bills for September, October, and November of the preceding year.
- 327.114 A deposit and accrued interest shall be refunded within sixty (60) days by the energy supplier upon the sooner of (1) satisfactory payment by the customer of all proper charges for natural gas service for twelve (12) successive months or (2) termination of a contract. Upon termination of a contract with a remaining balance due, the deposit with accrued interest shall be applied to the outstanding final bill and any remaining balance returned to the customer.
- 327.115 An energy supplier shall maintain a record of all deposits, showing the customer's name and address or other identifying data, the amount of the deposit, the date it was paid, and the interest earned and paid thereon.
- 327.116 Each customer posting a deposit shall promptly receive a receipt containing at least the following information:
- (a) customer's name;
  - (b) date of payment;
  - (c) amount of payment; and
  - (d) statement of terms and conditions applicable to deposits.

327.117 Only the Company has the authority to physically disconnect customers from the system for nonpayment of regulated natural gas or electric charges.

327.118 Disconnection of residential natural gas or electric service by the Company shall be performed in accordance §§ 310 through 315 of these Rules.

327.119 In the event of a dispute between a customer and an energy supplier regarding any matter contained in § 327 of these regulations, such dispute shall be resolved pursuant to the provisions of §§ 320, 323, 324, 325, and/or § 326 of these regulations.

**328 CUSTOMER PROTECTION STANDARDS APPLICABLE TO TELECOMMUNICATIONS SERVICE PROVIDERS**

328.1 The purpose of the Telecommunications Service Provider Consumer Protection Standards is to establish uniform standards for billing, security deposits, disconnections and reconnections of service, resolution of complaints, enrollment procedures, advertising, termination of contracts, and switching of service of telecommunications service providers.

328.2 These standards apply to service provided to residential customers by telecommunications service providers who have received certificates to provide telecommunications services in the District of Columbia.

328.3 A telecommunications service provider shall not:

- (a) discriminate against any customer based wholly or partly on the race, color, creed, national origin, geographic location, sex, or sexual orientation of the customer, or for any arbitrary, capricious, or unfairly discriminatory reason.
- (b) refuse to provide service to a customer except by the application of standards that are reasonably related to the telecommunications service provider's economic and business purposes; and
- (c) discriminate against or penalize a customer for exercising any right granted by these rules.

328.4 Whether or not any customer is in fact misled, deceived or damaged thereby, a telecommunications service provider shall not:

- (a) Represent that the telecommunications service provider has a sponsorship, approval, status, affiliation, certification, or

connection that the telecommunications service provider does not have;

- (b) Misrepresent as to a material fact which has a tendency to mislead;
- (c) Fail to state a material fact if such failure tends to mislead;
- (d) Disparage the goods, services, or business of another competitive telecommunications service provider or incumbent local exchange carrier by false or misleading representations of material facts;
- (e) Make false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reduction, or the service price in comparison to the price of competitors or one's own price at a past or future time;
- (f) Harass, or threaten a customer with any act other than legal process through verbal or written communications; or
- (g) Knowingly take advantage of the inability of a customer to reasonably protect his/her interests by reasons of age, physical or mental infirmities, ignorance, illiteracy, or inability to understand the language of the agreement, or similar factors.

328.5 Absent the express consent of the customer, a telecommunications service provider may not add services or charges to a customer's existing telecommunications service account option(s).

328.6 A telecommunications service provider may not switch a customer's local exchange service account absent the express consent of the customer. The telecommunications service provider must comply with all applicable Federal Communications Commission's ("FCC") rules and regulations pertaining to solicitation, contract and enrollment procedures.

328.7 A telecommunications service provider shall not disclose customer proprietary network information which reveals the status of the account of any individual customer without the customer's consent. Any prohibition on the disclosure of account status should not preclude the telecommunications service provider from obtaining or providing account status information for an acquisition or sale of a book of business as long as the review of such information during a proposed acquisition or sale is subject to confidentiality agreements.

328.8 A telecommunications service provider may rely upon the representation, oral or written, of the Staff of the Public Service Commission or the Office

of the People's Counsel that consent to receive customer proprietary network information has been granted for purposes of dispute resolution.

328.9 Unless a customer consents in writing, a telecommunications service provider may not disclose information that is:

- (a) about the customer's account status; and
- (b) was supplied to the telecommunications service provider by the customer for any purpose other than the purpose for which the account status information was originally acquired.

328.10 Unless a customer consents in writing, a telecommunications service provider may not use or disclose information that:

- (a) is about the customer, and
- (b) was supplied to the telecommunications service provider by the customer.

328.11 The restriction in § 328.10 does not apply to lawful disclosures for bill collection or credit rating reports. Any prohibition on the disclosure of customer information should not preclude competitive telecommunications service providers from obtaining or providing customer information for acquisition or sale of a book of business as long as the review of such customer information during a proposed acquisition or sale is subject to confidentiality agreements. It shall be the responsibility of the telecommunications service provider to obtain and maintain the written consent referred to in § 328.10. This information shall be made available to the Commission upon request.

328.12 Advertising of telecommunications service providers shall be neither false nor misleading.

328.13 Information contained in advertising must be clear, accurate and supportable. Any advertisement that contains any specific statement, claim, comparison or assertion regarding rates, specific contract provisions, or similar service details that could reasonably be construed as an attempt to persuade consumers that any component of a competitive service provider's offering is better than the comparable component of incumbent local exchange carrier's or another telecommunications service provider's offering must include:

- (a) The rate for service offered, including a disclosure that the rate does not include charges imposed by the FCC or federal or local taxes and that the total bill will include such charges in addition to

telecommunications service charges. If the rate for service offered is not available because it is part of a bundled package, then the disclosure shall be in accordance with § 328.12(b) *infra*.

- (b) Any fees and charges, other than for telecommunications service to be provided, which will automatically be charged to consumers who contract for the advertised service; and
- (c) Any minimum contract duration necessary to obtain an advertised rate.

328.14

Any solicitations must contain all material terms and conditions, including, but not limited to, the following:

- (a) Company name, address, customer contact, telephone number, and website address (if applicable);
- (b) Itemization of services provided;
- (c) Cost of service;
- (d) Description of proposed contract items;
- (e) Duration of the agreement (including initial time period, rollover provisions with mandatory notice, and early cancellation penalties);
- (f) Notice that there may be a deposit required, including the amount of the deposit, return procedures, use of and protection for such deposits;
- (g) All applicable fees and charges and the circumstances under which the customers will incur them;
- (h) Notice concerning early termination by the provider and the options open to the customer if termination occurs;
- (i) Notice concerning early termination by the customer and the options open to the customer if termination occurs;
- (j) Notice of right to rescind; and
- (k) Any certification number provided to the telecommunications service provider by the Commission.

- 328.15 If the telecommunications service provider is providing bundled services and does not break out the individual rates for services in its solicitation, the following disclaimer must accompany the solicitation: **Disclaimer:** The seller has chosen to offer you several services at a single rate, without breaking out the costs to you of each individual service. You should compare the "bundled" rate for the services offered you to the total of the rates you currently pay for each of the individual services in order to understand precisely whether your actual cost will be higher or lower than you currently pay.
- 328.16 A telecommunications service provider may solicit customers for enrollment in several ways, including telephone inquiries, radio advertisements, print advertisements, home solicitations, electronic advertisements (i.e., Internet), newspaper advertisements, and written solicitations.
- 328.17 Telephone solicitations shall be limited between the hours of 9 a.m. and 8:30 p.m and comply with applicable Federal "Do Not Contact" rules. Should a conflict between this section and the Federal rules exist, the Federal rules shall apply. The soliciting party must begin the conversation by stating the following:
- (a) The name of the business or organization calling;
  - (b) The nature of the call, i.e., a solicitation;
  - (c) A brief description of the subject matter being solicited; and
  - (d) An inquiry of the customer as to whether he/she would like to hear the full solicitation.
- 328.18 Home solicitations shall be limited between the hours of 9 a.m. and sunset. The soliciting party must begin the conversation by stating the following:
- (a) The name of the business or organization;
  - (b) The nature of the visit, i.e., a solicitation;
  - (c) A brief description of the subject matter being solicited; and
  - (d) An inquiry of the customer as to whether he/she would like to hear the full solicitation.
- 328.19 In any contract solicited at a customer's home, the soliciting telecommunications service provider must include a statement under the Conspicuous Caption: "BUYER'S RIGHT TO CANCEL" which states:

If this agreement was solicited at or near your residence, and you do not want the goods and services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the tenth (10) day after you signed this agreement. This notice must be mailed to: (name and address of seller). If you cancel, the seller may not keep any of your cash down payment.

- 328.20 Solicitors must display and produce for inspection the official identification of the telecommunications provider that he/she represents.
- 328.21 Each telecommunications service provider must comply with all federal "Do No Contact" rules and maintain its own "Do-Not-Contact" List. If a telecommunications service provider receives a request from a customer not to receive solicitations from that solicitor, the customer's name must appear on the list and the customer shall no longer be contacted by the solicitor.
- 328.22 A customer will remain on the "Do-Not-Contact" List for three (3) years or until the customer affirmatively requests that he or she be removed from the list, whichever occurs sooner.
- 328.23 Every six (6) months, each telecommunications service provider must provide an updated version of the "Do Not Contact" List to the Commission.
- 328.24 If a customer has a complaint about a violation of this section, the complaint procedures in § 320 of these regulations apply.
- 328.25 Any telecommunications service provider that violates this section is subject to having its certification revoked by Commission.
- 328.26 Nothing in these regulations will affect, directly or indirectly, the applicability of any Federal or District telephone solicitation and consumer protection laws and regulations, including but not limited to, the fines and penalties thereunder for violation of such laws and regulations.
- 328.27 Telecommunications service providers may not use "negative option contracts," which in their simplest form, are contracts which are created if the customer takes no action. Stated differently, a customer may not enter into a contract with a telecommunications service provider by simply refraining from action.
- 328.28 If the customer who has been solicited by telephone wishes to enter into a contract with the telecommunications service provider, the

telecommunications service provider may request from the customer the following information:

- (a) The customer's name;
- (b) billing address;
- (c) service address;
- (d) electronic mail address;
- (e) telephone number;
- (f) account number;
- (g) employment information;
- (h) name of anyone else responsible for the bill; and
- (i) type of service or package (bundled service) information.

328.29 The telecommunications service provider may ask for additional information only after first informing the customer of his/her right not to provide such information.

328.30 The telecommunication service provider is to advise the customer that they have the right to rescind the contract agreement within a 10-day period, as described in § 328.41.

328.31 If a contract is entered into electronically, the following conditions must be met:

- (a) The telecommunications service provider may post on its web site an electronic version of the solicitation for the telecommunications service. The electronic solicitation must include:
  - 1. an electronic application form to enter into a contract for telecommunications service,
  - 2. an electronic version of the actual contract, and
  - 3. an electronic version of any applicable rules and regulations governing the relationship between the customer and the telecommunications service provider.

- (b) The questions contained on the electronic application form shall be limited to:
1. The customer's name,
  2. billing address,
  3. service address,
  4. electronic mail address,
  5. telephone number,
  6. account number,
  7. employment information,
  8. name of anyone else responsible for the bill, and
  9. type of service or package (bundled service) information.
- (c) The telecommunications service provider may ask for additional information only after first informing the customer of his/her right not to provide such information.
- (d) The telecommunications service provider shall advise the customer that he/she has the right to rescind the contract agreement within a ten (10) day period, as described in § 328.41. This information shall be prominently displayed on the website.
- (e) The electronic submission of the application to contract with the telecommunications service provider constitutes a valid and binding "electronic signature" and also serves as a proxy for the Customer Consent Form(s).
- (f) The telecommunications service provider must acknowledge the customer's submission of the application to contract with a confirmation of receipt of application within twenty-four (24) hours of receipt.
- (g) The telecommunications service provider is not required to furnish a hard copy of the contract or of any and all applicable rules and regulations if the same are posted in full and are available for download from the competitive telecommunications service provider website.

- (h) In the event of a dispute over the existence of an electronic contract, the telecommunications service provider shall bear the burden of proving its existence.
- (i) All enrollments via the Internet shall be initiated by the customer. The incumbent local exchange carrier shall provide as part of its directory listings a name, address, and phone number of each telecommunications service provider, provided however; it is the responsibility of the provider to provide its contact information to incumbent local exchange carrier. Should a telecommunications service provider or an affiliate thereof publish a directory, the telecommunications service provider shall provide as part of its directory listings, a name, address, and phone number of each telecommunications service provider provided; however, it is the responsibility of the requesting provider to provide its contact information to the telecommunications service provider or affiliate thereof that publishes the directory.
- (j) In order to enroll a customer, the telecommunications service provider must display on its website the appropriate Customer Consent Form(s) under which service is being provided to the customer. The consent forms must have the identical language as the hard copy versions currently in use by the telecommunications service provider.
- (k) The telecommunications service provider's website must be configured to prompt the customer to print or save the terms and conditions to which the customer agrees, namely, the Customer Consent Form, and the telecommunications service provider's written agreement.
- (l) During the enrollment procedure, each webscreen must clearly display a "cancel" icon enabling the customer to terminate the transaction at any time. In addition, this feature must be explained to the customer at the beginning of the enrollment process.
- (m) At the completion of the enrollment process, the telecommunications service provider's website must conspicuously display that the customer has agreed to receive service from the telecommunications service provider, and again remind the customer that the agreement may be cancelled by clicking on the cancel icon.
- (n) All electronic transactions and communications via the Internet, between the customer and the telecommunications service

provider, shall be encrypted in such a manner as to ensure privacy of the customer's information.

- (o) The telecommunications service provider shall retain a record of the electronic transaction and provide a copy to the customer, the Commission for any purposes, or the telecommunications service provider from whom the customer migrated for dispute resolution purposes, if requested. If the telecommunications service provider cannot provide a copy of the electronic enrollment then the enrollment is deemed to not exist.

328.32 The questions contained on the contract application form may include:

- (a) The customer's name,
- (b) billing address,
- (c) service address,
- (d) electronic mail address,
- (e) telephone number,
- (f) account number,
- (g) employment information,
- (h) name of anyone else responsible for the bill, and
- (i) type of service or package(bundled service) information.

328.33 The telecommunications service provider may ask for additional information only after first informing the customer of his/her right not to provide such information. A written contract must embody or be accompanied by a paper copy of any and all applicable rules and regulations governing the relationship between the customer and the telecommunications service provider, including a reference, on the front of the contract, that advises customers of their right to rescind the contract agreement within a ten (10) day period, as described in Section 328.41.

328.34 A written contract requires a written signature of the customer. A written signature is required when a customer contracts with a telecommunications service provider via a written solicitation, such as a mailing, a newspaper form, or documents received upon personal contact, i.e., a home solicitation.

- 328.35 The telecommunications service provider shall retain a record of the enrollment and provide a copy to the customer, Commission for any purposes, or the telecommunication service provider from whom the customer migrated for dispute resolution purposes, if requested. If the telecommunications service provider cannot provide a copy of the enrollment application then the enrollment is deemed to not exist.
- 328.36 Upon approval of a customer's application to contract for telecommunications service, the telecommunications service provider must send to the customer, within a reasonable period of time:
- (a) A statement of enrollment;
  - (b) A description of the agreed-upon type of service, billing option and the billing date; and
  - (c) Customer Service Information (including a local or toll-free telephone number, mailing address, and dispute resolution process information).
- 328.37 Residential telecommunications service provider customers shall be permitted a ten (10) calendar day rescission period that begins on the date the customer:
- (a) signs the contract, or
  - (b) transmits the electronic acceptance via the Internet, or
  - (c) is postmarked when a customer's contract is mailed by the telecommunications service provider.
- 328.38 For the first six (6) days of the rescission period, telecommunications service providers will hold all customer enrollments. If a customer contacts the telecommunications service provider to rescind within those six (6) days the telecommunications service provider will remove the customer from its enrollment list. If a customer rescinds after the hold period, but before the end of the ten (10) day rescission period, the customer will notify the provider and the provider from whom the customer migrated that the customer will be removed from the list of enrollments. If a customer does not rescind they would begin to receive service by the date negotiated between the customer and the telecommunications service provider. This internal process to disconnect and connect a customer between the providers in no way affects the customer's ten (10) day rescission period.

- 328.39 If a customer rescinds his/her contract agreement, the telecommunications service provider will issue a confirmation notice to the customer that the customer has rescinded. In the confirmation notice the customer will be advised that they will remain with their current telecommunications service provider.
- 328.40 Information that advises customers of their right to rescind should be included within a telecommunications service provider's solicitation contract materials.
- 328.41 Telecommunications service providers shall provide customers at least fourteen (14) days written notice prior to terminating the customer's contract.
- 328.42 If a telecommunications service provider's contract provides for automatic renewal of the contract;
- (a) The telecommunications service provider shall provide notice of the pending renewal of the contract sixty (60) days before the renewal is scheduled to occur, and another notice thirty (30) days before the customer's automatic renewal date.
  - (b) If there are any changes to the material terms and conditions of the agreement (including billing option, billing cycle), the telecommunications service provider must provide notice of these changes in the sixty (60) day and thirty (30) day notices. The notification of renewal or of any change must be highlighted and clearly stated.
  - (c) Both the sixty (60) day and thirty (30) day notices must inform the customer how to terminate the contract without penalty and advise the customer that terminating the evergreen contract without selecting another telecommunications service provider will possibly result in the customer being without local exchange service. Both notices must also inform the customer that the Commission and the Office of the People's Counsel can provide the customer with additional information on the available local telephone service options. The telephone numbers for the Commission and the Office of the People's Counsel shall be included in both notices.
- 328.43 A telecommunications service provider shall post on the Internet information about its services and rates for customers that is current and readily understandable.

- 328.44 Upon request by the Commission, for any purposes, or another telecommunication service provider, for dispute resolution purposes, a telecommunication service provider may be required to provide information regarding a customer's request for its service. If such information is not provided, that telecommunications service provider may be subject to sanctions as determined by the Commission.
- 328.45 Consistent with the provisions of section § 328.46, every telecommunications service provider shall provide telecommunications service to an applicant upon his or her oral or written request.
- 328.46 A telecommunications service provider shall not be obligated to provide service to an applicant who owes the telecommunications service provider money for telecommunications service provided to a prior account in his or her name unless:
- (a) the applicant makes full payment for such service provided to any such prior account in his or her name;
  - (b) the applicant agrees to make payments under a deferred payment plan of any amount due for telecommunications service to a prior account in his or her name;
  - (c) the applicant has pending a billing dispute pursuant to § 320 of these rules with respect to any amounts due for service to a prior account in his or her name and has paid any amounts required to be paid pursuant to those provisions; or
  - (d) The Commission directs the telecommunications service provider to provide services to a customer within twenty-four (24) hours or less.
- 328.47 The telecommunications service provider may request either a deposit or payment in advance, but not both, as a condition of service.
- 328.48 An oral application for service shall be deemed completed when an applicant who meets the requirements of sections §§ 328.45 and 328.46 provides his or her name, address, and address of prior account or prior telephone number, if any. A telecommunications service provider may establish non-discriminatory procedures to require an applicant to provide reasonable proof of the applicant's identity.
- 328.49 A telecommunications service provider may require an applicant to complete a written application if:

- (a) there are reportable charges from a previous account with any telecommunications service provider at the premises to be served; or
- (b) the application is made by a third party on behalf of the person(s) who would receive service. A written application may require the submission of information required in an oral application, and reasonable proof of the applicant's responsibility for service at the premises to be supplied. A telecommunications service provider requiring a written application shall so notify an applicant as soon as practicable after the request for service is made, and in no event more than three (3) business days after such request and shall state the basis for requiring a written application. A written application containing the required information shall be deemed complete when received by the telecommunications service provider.

328.50 A telecommunications service provider shall extend service to an applicant for residential telecommunications service whose application for service has previously been denied within a negotiated time frame, after the following events:

- (a) elimination of all conditions specified in sections §§ 328.46-328.48 which resulted in the denial of service; or
- (b) by direction of the Commission, which may require such extension of service to be made within twenty-four (24) hours or less.

328.51 An application for service not approved within three (3) business days shall be deemed denied.

328.52 No telecommunications service provider shall deny an application for service or condition service upon an advance payment or deposit without advising the applicant within three (3) business days of receipt of the application for service:

- (a) the reason or reasons for the denial, or the requirement for an advance payment or deposit;
- (b) precisely what the applicant must do to qualify for service or eliminate the requirement; and
- (c) his or her right to an investigation and review by the Commission of the denial or request for an advance payment or deposit. The telecommunications service provider shall advise the applicant of the appropriate methods available to challenge the action of the

telecommunications service provider and the address and telephone number of the Commission and the Office of the People's Counsel.

328.53 When the notice required by paragraph (2) of this subsection is made orally, the telecommunications service provider shall provide the applicant, upon request, the notice in writing at his or her current address unless a different address is specified. When oral notification cannot be accomplished within three (3) business days due to the unavailability of the applicant, the telecommunications service provider shall provide immediate written notification.

328.54 A telecommunications service provider shall render a bill once during each billing month to every customer.

328.55 The date of rendition of a telecommunications service provider's bill is the date the bill is mailed by the telecommunications service provider or its agent.

328.56 Every bill rendered by a telecommunications service provider for telecommunications service, shall include the following bill components:

(a) The charges for:

1. Local monthly services from the current to the next bill date;
2. Additional message units, if appropriate, for the month before the billing date;
3. Toll calls, if applicable, placed before billing date; and
4. Other charges and credits with appropriate explanation.

(b) The amount of the balance due carried forward from the prior bill after application of payments received up to and including the billing date.

328.57 Payment Date. All regular monthly customer bills shall state the date by which the customer shall pay the bill in order to avoid suspension notice or other telecommunications service provider collection procedures. All toll charges of the customer shall be itemized so as to facilitate their identification. Each telecommunications service provider shall comply with reasonable and feasible customer requests for itemized statements of charges.

- 328.58 Wrong Number. A charge may not be made for a dialed wrong number if the telecommunications service provider is notified within twenty-four (24) hours except for certain services, as specified in the competitive telecommunications service provider tariff.
- 328.59 Overcharge – Undercharge Adjustment. When a customer has been overcharged or undercharged for services because of incorrect application of the rate schedule, inaccurate measuring of services rendered, incorrect calculations of charges or similar reasons, the amount of overcharge or undercharge adjustment shall be determined separately during the period of time the discrepancy occurred, in accordance with the following:
- (a) Overcharge Only. The total overcharge for the period the discrepancy occurred shall be refunded or credited to the customer.
  - (b) Undercharge Only.
    1. Unless authorized by the Commission, retroactive billing may not be made for undercharges which occurred more than twelve (12) months before the discovery of the error. A telecommunications service provider may seek the Commission's authorization for retroactive billing for undercharges which occurred more than twelve (12) months but not more than three (3) years before the discovery of the error if the customer knew, or reasonably should have known, that the bills were in error. The telecommunications service provider request to the Commission shall be in writing and shall explain the factual basis for the request to the customer with a notice of the customer's right to contact the Commission within twenty (20) days, if the customer is in opposition to the request.
    2. If the total undercharge is more than thirty-five (35) percent of the customer's average monthly bill during the preceding three (3) months, the customer shall be allowed to enter into an installment plan to pay the total retroactive billing, without interest. In such a plan the monthly payments against the undercharge may not exceed thirty-five (35) percent of the customer's average monthly bill during the preceding three (3) months. However, if the installment plan will not recover within the twelve (12) month period the total undercharge the monthly payment may be equal to the total undercharge divided by twelve (12) or a number greater than twelve (12).

- (c) Combination of Overcharge-Undercharge. When a customer's account has items of overcharge and undercharge, the difference of the two items is then determined as the net adjustment in accordance with section 328.59 (a) and (b) above.

328.60

No telecommunications service provider shall require any applicant or existing residential customer to post a security deposit as a condition of receiving telecommunications services unless the existing customer or applicant:

- (a) is an existing residential customer who has accumulated three (3) consecutive months of arrears without making reasonable payment of such charges, defined as one-half (1/2) of the total arrears for two months prior to the due date of the third bill; provided that the telecommunications service provider requests such deposit within two (2) months of such failure to pay. A telecommunications service provider intending to require a deposit of an existing residential customer shall provide a customer written notice, including the amount of the deposit at least ten (10) days before it may assess a deposit, and state that the failure to make timely payment of the arrears will permit the telecommunications service provider to require a deposit from such customer.
- (b) has had telecommunications services terminated for non-payment during the preceding six (6) months.
- (c) has delinquent charges with any other telephone service provider equal to two hundred dollars (\$200.00) or more.
- (d) does not give a telecommunications service provider with which he or she is applying for service permission to determine the existence of delinquent charges or if the customer has been terminated for nonpayment during the preceding six (6) months for a previous or current account with other telecommunications service providers subject to these regulations; or
- (e) fails to provide reasonable proof of identity.

328.61

If a competitive telecommunications service provider requires a deposit from an existing residential customer or an applicant for telephone service, it shall permit such customer to pay the deposit in installments over a period not to exceed six (6) months.

328.62

In any case where customer deposits are authorized by this section, the deposit amount shall not exceed two times the average monthly bill for

telecommunications services for a calendar year in order to secure payment for telecommunications services actually rendered or for the rental of equipment, instruments and facilities actually supplied.

- 328.63 Each telecommunications service provider shall be liable for interest on deposits held from the date the deposit is made until the date the deposit has been refunded or until an effort has been made to refund the deposit. Each telecommunications service provider shall pay simple interest on deposits with the rate being established not later than January 15<sup>th</sup> of each year, equal to the average annual yields of one year Treasury bills for September, October, and November of the preceding year.
- 328.64 Application of deposit to unpaid bill. Each telecommunications service provider holding customer deposits shall be rendered to each depositor, when as his or her deposit is applied to an unpaid bill or bills, a statement showing:
- (a) the amount of the deposit, together with the interest accrued thereon and the period covered thereby, and
  - (b) the balance of the bill or bills remaining to the credit of the depositor.
- 328.65 Upon termination of service, the deposit and any accrued interest shall be credited to any outstanding final bill and any remaining balance shall be returned to the customer.
- 328.66 A deposit and accrued interest shall be refunded promptly by the telecommunications service provider upon satisfactory payment by the customer of all proper charges for telecommunications service for nine (9) successive months in the case of a telephone customer. Payment shall be satisfactory if the customer's account has not been terminated involuntarily or the customer's account has not been delinquent for an excess of forty-five (45) days at least three (3) times within the previous twelve (12) months. The telecommunications service provider may withhold return of deposit funds pending resolution of any dispute.
- 328.67 A telecommunications service provider shall maintain a record of all deposits, showing the customer's name and address or other identifying data, the amount of the deposit, the date it was paid, and the interest earned and paid thereon.
- 328.68 Each customer posting a deposit shall promptly receive a receipt containing, at a minimum the following information:
- (a) the customer's name;

- (b) the amount of payment; and
- (c) statement of the terms and conditions applicable to deposits.

328.69 When a customer is entitled to a return of a deposit, it shall be paid upon presentation of proper identification.

328.70 In lieu of a cash deposit a telecommunication service provider shall offer to accept a written guarantee of payment from a responsible party. A responsible party shall include any customer of the telecommunication service provider whose account has not been delinquent during the preceding twelve (12) months. The telecommunications service provider shall not require a written payment guarantee from any customer ready, willing and able to make a deposit as authorized by this chapter.

328.71 A guarantee shall be in writing on a form approved by the Commission and shall contain the following provisions unless otherwise agreed to by the telecommunications service provider and guarantor:

- (a) That it is for an initial term of one (1) year;
- (b) That the guarantor agrees to pay the telecommunications service provider within ten (10) days of demand the balance outstanding in the guaranteed account upon termination of service to the account, up to a maximum equal to the deposit which might have been required. The guarantor shall be liable only for amounts accruing to the account of the customer during the term of the guarantee;
- (c) That upon failure of the guarantor to satisfy a written demand within ten (10) days, the telecommunications service provider shall include the amount in the guarantor's next monthly billing. In such event, the amount transferred to the guarantor's bill shall be considered to have been incurred in providing service to the guarantor. The guarantor shall have the same right to challenge an account balance as is enjoyed by the customer;
- (d) That, notwithstanding the terms of each guarantee, the guarantee agreement shall terminate upon satisfactory payment by the customer of all proper charges for telecommunications services for a period of nine (9) successive months in the case of residential telecommunications services. Payment is satisfactory if the customer's service is not terminated involuntarily, or if the customer's account has not been delinquent for an excess of forty-five (45) days at least three (3) times during the pending twelve (12) months. The telecommunications service provider may

withhold the release of the guarantor pending the resolution of any dispute regarding the customer's account or amounts transferred to the guarantor's account;

- (e) Prior to the signing of a guarantee agreement, a telecommunications service provider's employee shall explain to the potential guarantor the consequences of the agreement. The telecommunications service provider's employee shall obtain written acknowledgement from the guarantor that the oral explanation took place;
- (f) A telecommunications service provider may require an applicant for service to pay a previously unpaid account balance for the same class of service furnished to the applicant by that telecommunications service provider and incurred within the past three years; and
- (g) In the case of a transfer of a previously unpaid account balance to a customer's account pursuant to this chapter, the telecommunications service provider shall notify the customer in writing of the reason for the demand, what the customer must do to obtain or continue service, and how the customer can dispute the demand.

328.72 The deposit and guarantee provisions of this section shall apply only to those cases in which the telecommunications service provider requests a deposit from a customer on or after the effective date of this chapter.

328.73 No telecommunications service provider shall suspend, terminate or refuse to restore or provide telecommunications services to a residential customer who has been an existing residential customer for three (3) months and for whom telecommunications services have not been terminated for non-payment during that period because of arrears owed on such person's account, unless it offers the customer a deferred payment agreement pursuant to this section. The offer of a deferred payment agreement shall specify the total amount of arrears, the down payment, the installment payment and the time for making such payments. The telecommunications service provider shall mail to the customer not less than six (6) days prior to termination of service, a notice describing to the customer a deferred payment plan which shall contain a conspicuous, bold-type notice that the customer may obtain the assistance of the Commission in reaching any agreement. Where service is already terminated pursuant to this Chapter, such notice shall be given at the time the customer requests reconnection. A new deferred payment agreement need not be offered to a customer who is in default on an existing deferred payment agreement; provided, however, that such a customer may have

his or her existing payment agreement renegotiated once within a twenty-four (24) month period if he or she demonstrates that his or her financial circumstances have changed significantly because of conditions beyond his or her control.

328.47

A deferred payment agreement:

- (a) shall obligate the customer to make timely payments of current charges for telecommunications services together with payment of the amount deferred during the pendency of the agreement;
- (b) shall be for total amounts up to one hundred fifty dollars (\$150.00) but may be greater amounts if agreed to by the customer and the telecommunications service provider or directed by the Commission;
- (c) shall be for a time period of no less than five (5) months unless otherwise agreed to by the customer; and
- (d) may require the customer to make a down payment which shall not exceed the lesser of one fifth (1/5) of the amount deferred or three (3) months of the customer's average billing for telecommunications services plus the difference, if any, between the total amount of arrears and the amount being deferred.

328.75

The telecommunications service provider and customer shall observe the following practices in developing the terms of deferred payment agreements: payment of amounts deferred may be made on a weekly, monthly or longer basis, at the convenience of the parties to the agreement. Telecommunications service providers must voluntarily offer plans with down payments of lesser amounts than allowed by paragraph (b) of this section when a customer cannot reasonably make a down payment equal to the amount allowed by paragraph (b). Eligible customers may voluntarily waive their right to make a down payment of not more than the amount allowed by paragraph (b) of this section, but the telecommunications service provider cannot require or otherwise solicit customers to make such waiver. Amendment of payment agreements should, to the extent reasonable and practical, reflect the changed circumstances of the customer.

328.76

If the telecommunications service provider believes that a deferred payment should not be offered because a customer has resources to pay his or her bill, it shall notify the customer in writing of the reasons for its belief. The customer may, thereafter, petition the Commission as to whether the customer qualifies for deferred payment. A telecommunications service provider shall stay any suspension or

termination activity, and restore or provide service pending the decision by the Commission.

328.77

Conditions for suspension or termination. A telecommunications service provider may suspend or terminate telecommunications service as provided for in these Rules if the customer:

- (a) fails to pay the telecommunications service provider charges due at any time during the preceding six (6) months, provided, however, that suspension or termination of service for bills due for service rendered during periods in excess of the six (6) month period is permitted in cases involving billing disputes during the six (6) month period;
- (b) fails to pay amounts due under a deferred payment agreement;
- (c) fails to pay or agree in writing to pay equipment installation charges relating to the initiation service;
- (d) fails to pay a lawfully required deposit;
- (e) in cases of bankruptcy, receivership, abandonment of service, or abnormal high usage not covered adequately by a security deposit less than five (5) days notice may be given if necessary to protect the telecommunications service provider's revenues;
- (f) except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal high usage is involved, a telecommunications service provider may not deny services on the day preceding any day on which it is not prepared to accept payment of the amount due; or
- (g) fails to comply with municipal regulations or other laws pertaining to telecommunications service.

328.78

Notice of Suspension or Termination for Nonpayment— Contents. A notice of suspension or termination may be sent along with the bill for service. However, such notice must be on the first page of the bill and shall be in such bold print as to be conspicuous to a reasonable person. A notice of suspension or termination shall clearly state or include:

- (a) the earliest date on which suspension or termination may occur;
- (b) the reasons for suspension or termination and the manner in which suspension or termination may be avoided including the total amount required to be paid to avoid suspension or termination;

- (c) the address and telephone number of the office of the telecommunications service provider that the customer may contact in reference to his or her account;
- (d) the availability of the procedures for handling complaints;
- (e) the availability and a general description of a deferred payment agreement, which shall be highlighted; and
- (f) the notice may include additional information not inconsistent with this Chapter.

328.79 No telecommunications service provider shall suspend service until at least eight (8) days nor terminate service until at least twenty (20) days after a notice: has been mailed to the residential customer at the premises where service is rendered; provided, however, if a residential customer has specified to the telecommunications service provider in writing an alternative address for billing purposes, the notice under this paragraph shall be sent to such alternative address rather than to the premises where service is rendered.

328.80 A telecommunications service provider may not issue or send a notice of suspension or termination unless at least twenty-five (25) days have elapsed from the date the bill was mailed except when exceptional circumstances exist, a notice may be issued in less than twenty-five (25) days, but only in accordance with procedures approved by the Commission.

328.81 After issuing the notice, the telecommunications service provider shall attempt to notify the customer by telephone of the intended suspension or termination and how such suspension or termination may be avoided. The attempt to notify the customer by telephone shall include at least one telephone call during non-working hours before the scheduled date for suspension or termination.

328.82 A telecommunications service provider complying with the conditions set forth in this section may suspend or terminate service to a residential customer for non-payment of bills only between the hours of 9:00 a.m. and 7:30 p.m., Monday through Thursday, provided such day or the following day is not a public holiday or a day on which the main business office of the telecommunications service provider is closed for business.

328.83 No telecommunications service provider shall suspend or terminate service on the grounds that a customer's facilities have been abandoned or

are being used by unauthorized persons unless such telecommunications service shall first determine by such means as are reasonable calculated to determine occupancy, that such facilities have in fact been abandoned or are being used without the authority of the customer of record. The telecommunications service provider shall send notice to the customer stating the reasons for the suspension or termination, except that the five (5) days notification period shall be waived when mailings are returned by the post office or a new customer advises that he or she moved into the location.

328.84 No telecommunications service provider shall suspend or terminate service for non-payment of bills rendered unless:

- (a) it shall have verified that payment has not been received at any office of the telecommunications service provider or at any office of an authorized collection agent through the end of the notice period required by this chapter; and
- (b) it shall have verified on the day suspension or termination occurs that payment has not been posted to the customer's account as of the opening of business on that day.

328.85 Every telecommunications service provider shall ensure that any payments made in response to a notice when the customer brings the fact that such a notice has been issued to the attention of the telecommunications service provider or its collection agents;

- (a) are posted to the customer's account on the day payment is received; or
- (b) are processed in a manner such that suspension or termination will not occur.

328.86 The following may not constitute cause for refusal of service to a present or prospective customer:

- (a) failure of a prior customer to pay for service at the premises to be serviced;
- (b) failure to pay for a different class of service or to a different entity;
- (c) failure to pay the bill of another customer as guarantor of that bill;
- (d) failure to pay directory advertising charges;
- (e) failure to pay an undercharge; or

- (f) failure to pay an outstanding bill that is over seven (7) years old, unless the:
1. customer signed an agreement to pay the outstanding bill before the expiration of this period;
  2. outstanding bill for service obtained by the customer by means of tampering with equipment furnished and owned by the telecommunications service provider or incumbent local exchange carrier or by unauthorized use of service by another method; or
  3. outstanding bill is for service obtained by the customer by means of an application made:
    - (i) in a fictitious name;
    - (ii) in the name of an individual who is not an occupant of the dwelling unit; without disclosure of the individual's actual address;
    - (iii) in the name of a third party without disclosing that fact or without bonafide authority from the third party; or
    - (iv) without disclosure of a material fact or by misrepresentation of a material fact.

328.87 Unlawful Use of Service. Service shall not be used for any purposes in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The telecommunications service provider shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when;

328.88 Interference With or Impairment of Services. Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The telecommunications service provider may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

328.89 Every telecommunications service provider shall permit a residential customer to designate a third party to receive all notifications relating to

suspension and/or termination of service or other credit notices sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The telecommunications service provider shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The telecommunications service provider shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party.

328.90

A telecommunications service provider shall reconnect suspended or terminated telecommunications services within twenty (24) hours, unless prevented by circumstances beyond the competitive telecommunications service provider's control or unless a customer requests otherwise, in the following situations:

- (a) receipt by the telecommunications service provider of full amount of arrears for which service was suspended or terminated or upon the elimination of conditions that warranted suspension or termination of service;
- (b) agreement by the telecommunications service provider and the customer on a deferred payment plan and the payment of a down payment, if required under the plan; or
- (c) upon the direction of the Commission, a telecommunications service provider may not insist upon payment of unlawful charges that did not provide for suspension or termination before restoring service under this sub-section. In these circumstances, payment of other lawful charges that did not form the basis for suspension or termination should be part of the deferred payment plan in accordance with this Chapter, unless the customer elects to pay such charge immediately.

328.91

Whenever circumstances beyond the telecommunications service provider's control prevent reconnection of service within twenty-four (24) hours of any of the events specified in § 328.90 of this section, service shall be reconnected within two (2) hours after those circumstances cease to exist.

328.92

In the event of a dispute between a customer and a telecommunications service provider regarding any matter contained in § 328 of these regulations, such dispute shall be resolved pursuant to the provisions of §§ 323, 324, 325 or 326 of these regulations.

**398 WAIVER**

The Commission may, in its discretion, waive any provisions of Chapter 3 of this title.

**399 DEFINITIONS**

**399.1** When used in this chapter, the following terms and phrases shall have the meaning ascribed:

**Account:** an arrangement between the utility, energy supplier, or telecommunications service provider and an individual customer to identify the customer and record the charges to the customer for services rendered to the customer.

**Aggregator:** a person who acts on behalf of customers to purchase gas or electricity. To "act on behalf of customers" means that a person acts with the express authorization of customers to purchase gas or electricity on those customers' behalf and receives direct or indirect compensation or benefit in any form from any entity.

**Applicant:** when used herein shall include any person who requests gas, or electric service at a premises to be used as his or her residence or the residence of a third party on whose behalf the person is requesting service, where:

- (a) the utility's effective tariff specifies a residential rate for such service; provided, however, that no person who requests service to an entire multiple dwelling or for the common areas of a multiple dwelling shall be considered a residential applicant solely because the utility's tariff specifies a residential rate;
- (b) such service will primarily be used for the resident's residential purposes and the applicant has so notified the utility; or
- (c) this definition applies to users of gas, electric or telephone services purchased from a utility company or service provider regulated by the Public Service Commission of the District of Columbia.

**Bill:** a statement from the utility, energy supplier, or telecommunications service provider, stating the charges for the services rendered to the customer.

**Billing Month:** the utility service period of twenty-six (26) to thirty-five (35) days.

**Broker:** a person who acts as an agent or intermediary in the sale and purchase of natural gas or electricity but who does not take title to natural gas or electricity.

**Business Day:** a day in which normal business is transacted, excluding Saturdays, Sundays, Federal and District holidays.

**Charge:** the cost of a service or commodity to a customer.

**Commission:** the Public Service Commission of the District of Columbia.

**Company:** when used in these Rules refers to the Washington Gas Light Company and/or the Potomac Electric Power Company.

**Competitive Billing:** An arrangement whereby a customer receives a single bill from the gas or electric company ("gas or electric company consolidated bill"), a single bill from the energy supplier ("energy supplier consolidated bill") or separate bills from the natural gas or electric company and the energy supplier ("dual bills").

**Competitive Billing Service:** is a service that is offered by natural gas suppliers for (1) the production of an invoice or the rendering of an invoice for natural gas supply or natural gas supply services to a retail customer; and (2) the processing of payment for those services.

**Confirmation:** (A) confirmation of a telephone application for enrollment of a residential customer refers to action taken by an Independent Third-Party Verifier wherein the Independent Third Party Verifier must contact the customer to confirm the residential customer's decision to switch from an energy supplier. (B) confirmation of an electronic application for enrollment occurs when the energy supplier sends an electronic response to the customer confirming that the application for enrollment was intended and received. (C) There is no confirmation process applicable to written applications for enrollment.

**Co-occupants:** two or more adults at least 18 years of age who occupy the same dwelling unit as their primary domicile or legal residence within the District of Columbia.

**Complaint:** any customer contact with the utility, energy supplier, telecommunications service provider, the Commission or the Office of the People's Counsel in which the customer registers dissatisfaction with the utility, energy supplier, or telecommunications service provider's service.

**Complainant:** a customer or customer's designee who files a complaint against or with a utility, energy supplier, telecommunications service provider or the Commission's Office of Consumer Services.

**Consolidator:** any owner of or property manager for multi-family residential, commercial office, industrial, and retail facilities who combines more than one property for the primary purpose of contracting with an Aggregator or energy supplier for gas or electric energy services for those properties and who: (A) does not take title to natural gas or electric energy, (B) does not sell natural gas or electric energy to buildings not owned or managed by such owner or property manager; (C) does not offer aggregation of natural gas or electric energy services to other, unrelated end-users; and (D) arranges for the purchase of natural gas or electric energy services only from duly licensed energy suppliers or Aggregators.

**Contract:** an agreement between a customer and a utility, energy supplier, or telecommunications service provider that specifies the terms, conditions, and charges for the provision of electric, natural gas or telecommunications services to the customer.

**Cramming:** the unauthorized addition of services or charges to a customer's existing service options.

**Customer:** any person who, pursuant to an application for service made by such person or a third party on his or her behalf, if supplied directly by a utility with natural gas, electric or telephone service at a premises used in whole or in part as his or her residence where:

- (a) the utility's effective tariff specifies a residential rate for such service; provided, however, that no person who is supplied service to an entire multiple dwelling, shall be considered a residential customer solely because the utility's effective tariff specifies a residential rate;
- (b) such service is primarily used for his or her residential purpose and the customer has so notified the utility;
- (c) such person was a residential customer, as defined in the preceding subparagraphs of the same utility within 60 days of making the request, was not terminated for non-payment, meter-tampering or theft of services, and has moved to a different dwelling with the utility's service territory so long as such person remains a residential customer as defined in the preceding subparagraphs.

- (d) this definition applies to users of gas, electric or telephone services purchased from a utility company regulated by the Public Service Commission of the District of Columbia.

**Customer Charge:** the minimum amount charged by the energy supplier to cover its costs to provide and maintain service pipe, meter, and other facilities located on the customer's premises as well as to defray its expenses of meter reading, billing, and cost of accounting irrespective of the amount of energy commodity actually used.

**Customer Choice:** the right of electricity suppliers and customers to use and interconnect with the electric distribution system on a nondiscriminatory basis in order to facilitate the distribution of electricity from any electricity supplier to any customer. Under this right, customers shall have the opportunity to purchase electricity supply from their choice of licensed electricity suppliers or to purchase Standard and Offer Service from the Electric Company.

**Customer Consent Form:** the means by which a customer can enroll with a natural gas supplier. Pursuant to WG Rate Schedule No.1A, the Customer Consent Form must be executed by a residential customer, and received by a natural gas supplier, for an enrollment transaction to be valid. Natural gas suppliers are required to maintain the customer consent form for the duration of the contract. Upon request by the Company or the Commission, the natural gas supplier is required to provide a copy of the consent form. If the supplier cannot provide a copy of the consent form, then the customer will be returned to sales service or back to the alternative natural gas supplier. The Commission has the authority to institute, at any time, a requirement that the natural gas supplier continuously provide the Commission with copies of its consent forms. The Commission will make such determination on a case by case basis, if it finds just cause as set forth in the Natural Gas Supplier Licensing Regulation §.06B, and if it determines that such a requirement is in the best interest of customers.

**Cycle Billing:** a system in which bills are rendered to different customers on different days of the month.

**Day:** a calendar day unless otherwise specified.

**Deferred Payment Agreement:** an agreement whereby a customer pays a delinquent account on an installment basis while service continues.

**Delinquent Account:** an account that is unpaid twenty-one (21) days or more after the bill is rendered

**Deposit:** any payment made by a customer to an energy supplier or telecommunications service provider to secure the energy supplier or telecommunications service provider against the customer's nonpayment or default.

**Disconnection:** a physical action to prevent the delivery of energy or telecommunications services by a natural gas or electric supplier, or telecommunications service provider. This is distinguished from termination of a contract by an energy supplier.

**Distribution Charge:** a charge levied by the electric or natural gas company to cover its costs to deliver energy supply to the customer.

**EDI Enrollment Transaction:** Electronic Data Interchange is the electronic exchange of information between entities using standardized, machine-processable, structured data formats. EDI transactions are governed by a standard (ASC X12) developed by the American Standards Institute (ANSI). The ANSI chartered the Accredited Standards Committee (ASC)X12 to develop uniform standards for inter-industry electronic interchange of business transactions. ASC X12 develops, maintains, interprets, publishes and promotes the proper use of American National Electronic Data Interchange Standards. The X12 standards facilitate transactions between the Electric Company and energy suppliers. Thus, each energy supplier will communicate with the Electric Company using the same language. The "EDI enrollment transaction" is a term used to describe a business document (a customer enrollment document) which is created by one of the parties. Such business document will be used to communicate the customer enrollment (supplier selection) information between the Electric Company and the energy supplier.

**Electric Company:** the company that provides customers Standard Offer Service and distribution service and is regulated by the Public Service Commission of the District of Columbia.

**Energy Supplier:** a person, including an Aggregator, Broker, or Marketer, who generates or produces natural gas or electricity, sells natural gas or electricity, or purchases, brokers, arranges, or markets natural gas or electricity for sale to customers. The term excludes the following: (A) building owners, lessees, or managers who manage the internal distribution system serving such building and who supply natural gas or electricity solely to occupants of the building for use by the occupants; (B)(i) any person who purchases natural gas or electricity for its own use or for the use of its subsidiaries or affiliates; or (ii) any apartment building or office building manager who aggregates natural gas or electric service requirements for his or her building(s), and who does not; (I) take title to natural gas or electricity; (II) market natural gas or

electric services to the individually-metered tenants of his or her building; or (III) engage in the resale of natural gas or electric services to others; (C) property owners who supply small amounts of power, at cost as an accommodation to lessors or licensees or the property; and (D) a Consolidator.

**Enrollment:** the process in which the Natural Gas or Electric Company receives and processes the notification from the energy supplier that a customer has entered into a contract for the supply of natural gas or electricity.

**Estimated Billing:** a gas or electric bill for natural gas or electric service, which is not based on a meter reading by the utility or customer.

**Evergreen Contract:** An evergreen contract is an existing contract that is capable of automatic renewal without any action by the customer.

**Formal Complaint:** a written complaint filed by a customer against the Electric or Natural Gas Company, the energy supplier, or telecommunications service provider with the Commission after mediation of the dispute by the Commission's Office of Consumer Services has failed to achieve resolution.

**Generation Charge:** the cost of the energy supplier to acquire or produce energy for supply to its customer.

**Independent Third-Party Verifier:** a person retained by individual energy suppliers to contact the residential customer to confirm the customer's decision to enter into a contract for the supply of natural gas or electricity.

**Informal Complaint:** a complaint filed by a customer against a utility, energy supplier, or telecommunications service provider with the Commission's Office of Consumer Services requesting mediation of a dispute between a customer and the utility, energy supplier, or telecommunications service provider after the customer has failed to resolve the dispute directly with the utility, energy supplier, or telecommunications service provider.

**License:** the authority granted by the Commission to a person to do business as an energy supplier in the District of Columbia.

**Marketer:** a person who purchases and takes title to natural gas or electricity as an intermediary for sale to customers.

**Meter:** instrument that measures or records the amount of energy service delivered to the customer.

**Natural Gas Company:** the company that provides customers Sales Service and distribution service, and is regulated by the Public Service Commission of the District of Columbia.

**Negative Option Contract:** An option which requires a customer to contact the Electric or Natural Gas Company, or energy supplier or telecommunications service provider if the customers does not want his or her information to be released to an energy supplier or telecommunications service provider.

**Office of Consumer Services:** the staff of the Commission designated to perform responsibilities in accordance with this chapter.

**OPC:** the Office of the People's Counsel of the District of Columbia.

**Purchased Gas Adjustment (PGA):** the provision in a natural gas company's rate schedule which permits the adjustment of the amount of the bill as the cost of gas varies from a specified base amount per unit.

**Potentially Competitive Services:** a component of natural gas or electric service (other than natural gas or electricity supply and billing) determined by the Commission to be suitable for purchase by customers from alternative sellers under Section 104(e) of the Retail Electric Competition and Consumer Protection Act of 1999 or other applicable laws or regulations.

**Rescission Notice:** a letter issued by the Natural Gas or Electric Company to the customer via U.S. Mail notifying the customer of their right to rescind the contract entered into with the energy supplier within the Rescission Period.

**Rescission Period:** a ten-day period of time within which a customer may choose to rescind its contract for natural gas or electric service with an energy supplier.

**Residential Customer:** as it relates to electrical services, any customer served under Potomac Electric Power Company ("PEPCO") Rate Schedule DC-R, DC-AE, DC-R-TM, or DC-R-TM-EX, as proposed by PEPCO in Formal Case No. 945, subject to any revisions made to those tariff sheets by the Commission. As it relates to natural gas services, any customer under Washington Gas Light Company Rate Schedule No.1 or 1A subject to any revisions made to those tariff sheets and ordered by the Commission.

**Residential Service:** natural gas or electric service to a separately metered household, and including natural gas service to not more than three families served by a single meter in a multiple-family dwelling, or portion thereof; telephone service to an individual, family or group for non-business purposes.

**Sales Service:** WG's Rate Schedule No. 1. With Sales Service, the customer receives natural gas supply from the Company. Sales Service is available to customers who contract for natural gas with an energy supplier, but who fail to receive delivery of natural gas under such contracts and to customers who do not choose an energy supplier.

**Telecommunications Service Provider:** a company authorized by the Commission to furnish telecommunications services to retail customers in the District of Columbia.

**Service Provider:** an energy supplier or telecommunications service provider as defined in this section.

**Slamming:** the unauthorized switching of a customer's energy supplier or telecommunications service provider.

**Small commercial customer:** those customers served under PEPCO Rate Schedule DC-GS or DC-GS-3A, as proposed by PEPCO in Formal Case No. 945, subject to any revisions made to those tariff sheets by the Commission. Small commercial customers exclude accounts on the above rate schedules in (1) apartment buildings with four or more units; (2) commercial office buildings or (3) accounts owned or managed by a Consolidator. This definition is limited to the Electric Customer Protection Standards applicable to Electric Suppliers in Section 328, infra.

**Solicitation:** A communication in any medium that includes any opportunity to contract for receipt of natural gas, electricity, or telecommunications services from an energy supplier, or telecommunications service provider.

**Standard Offer Service:** electric service made available to (A) customers who cannot arrange to purchase electricity from an alternative electricity supplier; and (B) customers who do not choose an electricity supplier.

**Termination of Contract:** cessation of a contract for the supply of an energy supplier or services of a telecommunications service provider between the service provider and the customer. Upon termination of the contract with the an energy supplier, the customer will receive their natural gas or electricity supply under Sales Service or Standard Offer

Service as provided by the Natural Gas or Electric Company, subject to the time requirements set by the Natural Gas or Electric Company, or from another energy supplier. If telecommunications service, the customer will be without service unless he/she contracts with another telecommunications service provider for the provision of telecommunications service.

**Utility Consumer Bill of Rights:** refers to the Commission's Consumer Bill of Rights, adopted as regulations by the PSC in the D.C. Mun. Regs. Tit. 15, Chapter 3.

All persons interested in commenting on the subject matter of this proposed rulemaking action may submit comments, in writing, not later than thirty (30) days after publication of this notice in the *D.C. Register* with Christine D. Brooks, Commission Secretary, Public Service Commission of the District of Columbia, 1333 H Street, N.W., West Tower, Suite 200, Washington, D.C. 20005. Copies of these proposed rules may be obtained, at cost, by writing the Commission Secretary at the above address.

## DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

NOTICE OF PROPOSED RULEMAKING

DOCKET NUMBER 04-21-TS

The Director of the Department of Transportation, pursuant to the authority in sections 3, 5(3), and 6 of the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code §§ 50-921.02, 50-921.04(3) and 50-921.05), and sections 6(a)(1), 6(a)(6) and 6(b) of the District of Columbia Traffic Act, approved March 3, 1925 (43 Stat. 1121; D.C. Official Code § 50-2201.03(a)(1), (a)(6) and (b)), hereby gives notice of the intent to amend the Vehicle and Traffic Regulations (18 DCMR). Final rulemaking action shall be taken in not less than thirty (30) days from the date of publication of this notice in the D.C. Register.

The following rulemaking action is proposed:

Title 18 DCMR, Section 4004, ONE-WAY STREETS, Subsection 4004.1, (a) Northwest Section is amended by adding the following to the list of locations where traffic is restricted to one direction of travel:

“47<sup>th</sup> Place, N.W., from MacArthur Boulevard to a point approximately 40 feet north of MacArthur Boulevard, for southbound traffic only, 7-9:30 a.m., Monday-Friday”.

All persons interested in commenting on the subject matter in this proposed rulemaking action may file comments in writing, not later than thirty days (30) days after the publication of this notice in the D.C. Register, with the Department of Transportation, Traffic Services Administration, 2000 14<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor, Washington, D.C. 20009 (Attention: Docket No. 04-21-TS). Copies of this proposal are available, at cost, by writing to the above address.

## DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

NOTICE OF PROPOSED RULEMAKING

DOCKET NUMBER 04-30-TS

The Acting Director of the Department of Transportation, pursuant to the authority in sections 3, 5(3), and 6 of the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code §§ 50-921.02, 50-921.04(3) and 50-921.05), and sections 6(a)(1), 6(a)(6) and 6(b) of the District of Columbia Traffic Act, approved March 3, 1925 (43 Stat. 1121; D.C. Official Code § 50-2201.03(a)(1), (a)(6) and (b)), hereby gives notice of the intent to amend the Vehicle and Traffic Regulations (18 DCMR). Final rulemaking action shall be taken in not less than thirty (30) days from the date of publication of this notice in the D.C. Register.

The following rulemaking action is proposed:

Title 18 DCMR, Section 4004, ONE-WAY STREETS, Subsection 4004.1, (d) Northeast Section, is amended by adding the following to the list of locations where traffic is restricted to one direction of travel:

Brooks Street, N.E., from 49<sup>th</sup> Street to 50<sup>th</sup> Streets, for westbound traffic only.

All persons interested in commenting on the subject matter in this proposed rulemaking action may file comments in writing, not later than thirty days (30) days after the publication of this notice in the D.C. Register, with the Department of Transportation, Traffic Services Administration, 2000 14<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor, Washington, D.C. 20009 (Attention: Docket No. 04-30-TS). Copies of this proposal are available, at cost, by writing to the above address.

## DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

NOTICE OF EMERGENCY AND PROPOSED RULEMAKING

DOCKET NO. 04-59-TS

The Director of the Department of Transportation, pursuant to the authority in sections 3, 5(3), and 6 of the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code §§ 50-921.02, 50-921.04(3) and 50-921.05), and sections 6(a)(1), 6(a)(6) and 6(b) of the District of Columbia Traffic Act, approved March 3, 1925 (43 Stat. 1121; D.C. Official Code § 50-2201.03(a)(1), (a)(6) and (b)), hereby gives notice of the adoption of the following emergency rulemaking which amends Chapter 40 of the Vehicles and Traffic Regulations (18 DCMR). The emergency rulemaking was adopted on November 1, 2004.

Emergency rulemaking action, pursuant to section 6(c) of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1206; D.C. Official Code § 2-505(c)), is justified by the following circumstances:

In order to prevent conflicts between pedestrians and vehicular traffic and to provide a safer crossing point for pedestrians using the new mid-block crosswalk on 10<sup>th</sup> Street, N.W., between E and F Streets, it is necessary to install stop signs as a interim measure until new traffic and pedestrian signals have been installed.

This emergency action is being taken to provide for the immediate preservation of the public health, safety and welfare.

The Director also gives notice of intent to take final rulemaking action to adopt this amendment in not less than thirty (30) days from the date of publication of this notice in the D.C. Register.

This emergency rule became effective on the date of adoption and shall remain in effect until March 1, 2005, or until publication of a Notice of Final Rulemaking in the D.C. Register, whichever occurs first.

The following rulemaking action is proposed:

Title 18 DCMR, Section 4008, stop signs, Subsection 4008.1, (a) Northwest Section, is amended by adding to the list of locations where the Director has authorized the placement of stop signs:

“On 10<sup>th</sup> Street, N.W., so as to stop at the mid-block crosswalk between E and F Streets”.

All persons interested in commenting on the subject matter in this emergency and proposed rulemaking action may file comments in writing, not later than thirty days (30) days after the publication of this notice in the D.C. Register, with the Department of Transportation, Traffic Services Administration, 2000 14<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor, Washington, D.C. 20009 (Attention: Docket No. 04-59-TS). Copies of this proposal are available, at cost, by writing to the above address.

## DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

NOTICE OF EMERGENCY AND PROPOSED RULEMAKING

DOCKET NO. 04-63-TS

The Director of the Department of Transportation, pursuant to the authority in sections 3, 5(3), and 6 of the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code §§ 50-921.02, 50-921.04(3) and 50-921.05), and sections 6(a)(1), 6(a)(6) and 6(b) of the District of Columbia Traffic Act, approved March 3, 1925 (43 Stat. 1121; D.C. Official Code § 50-2201.03(a)(1), (a)(6) and (b)), hereby gives notice of the adoption of the following emergency rulemaking which amends Chapter 40 of the Vehicles and Traffic Regulations (18 DCMR) to establish a new subsection and restrict all truck traffic on 10<sup>th</sup> Street, S.W. between Independence Avenue and D Street.

Emergency rulemaking action, pursuant to section 6(c) of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1206; D.C. Official Code § 2-505(c), is necessary due to concerns of officials of the Department of Energy on security and truck bomb threats to the complex. Officials have requested that the Department of Transportation restrict all trucks from the portion of 10<sup>th</sup> Street that travels under the building span. Therefore, to protect the public and the employees, the Department of Transportation has made an independent determination to restrict all truck traffic from traveling on 10<sup>th</sup> Street, S.W. between Independence Avenue and D Street. This emergency action was taken to provide for the immediate preservation of public health, safety and welfare. This emergency rulemaking was adopted on October 26, 2004.

This emergency action was taken to provide for the immediate preservation of the public health, safety and welfare.

The Director also gives notice of intent to take final rulemaking action to adopt this amendment in not less than thirty (30) days from the date of publication of this notice in the D.C. Register.

These emergency rules became effective on the date of adoption and shall remain in effect until February 23, 2005, or until publication of a Notice of Final Rulemaking in the D.C. Register, whichever occurs first.

The following rulemaking action is proposed:

Title 18 DCMR, Section 4002, TRUCK RESTRICTIONS, is amended by adding a new Subsection to read as follows:

4002.5            "No person shall operate any truck on 10<sup>th</sup> Street, S.W., between Independence Avenue and D Street".

Title 18 DCMR, Section 4002, TRUCK RESTRICTIONS, Subsection 4002.5, (d) Southwest Section, is amended by adding the following:

“On 10<sup>th</sup> Street, N.W., between Independence Avenue and D Street”.

All persons interested in commenting on the subject matter in this emergency and proposed rulemaking action may file comments in writing, not later than thirty days (30) days after the publication of this notice in the D.C. Register, with the Department of Transportation, Traffic Services Administration, 2000 14<sup>th</sup> Street, N.W., 7<sup>th</sup> Floor, Washington, D.C. 20009 (Attention: Docket No. 04-63-TS). Copies of this proposal are available, at cost, by writing to the above address.