

**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**

1. The Public Service Commission of the District of Columbia ("Commission") hereby gives notice, pursuant to § 2-505 of the District of Columbia Official Code, 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" ("CBOR").¹ The Commission will take final rulemaking action not less than forty-five (45) days after publication of this notice in the *D.C. Register*.

2. The proposed amendments update the existing CBOR, which was developed to address the provision of utility services in a traditionally 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, more competitive environment. When approved, these amendments will: promote administrative efficiency; create uniformity of requirements and responsibilities for the utilities, competitive energy and telecommunications service providers, and consumers; and inform members of the public of their rights and responsibilities regarding electric, natural gas, and telecommunications services in the District of Columbia.

Proposed Amendment: The present Chapter 3 is repealed in its entirety and replaced with the following Chapter 3:

CHAPTER 3 CONSUMER RIGHTS AND RESPONSIBILITIES

Secs.

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| 301 | Energy Meter Locations |
| 302 | Utility Meter Reading Requirements |

¹ District of Columbia Official Code, 2001 Ed. § 2-505. The Commission previously published the first NOPR in 51 *D.C. Register* 11065-11152 (2004); an ANOPR in 53 *D.C. Register* 7657-7716 (2006); a third NOPR in 54 *D.C. Register* 7292-7353 (2007); and a fourth NOPR in 55 *D.C. Register* 3899-3961 (2008). After receiving comments on various provisions throughout the process and in an effort to propose comprehensive rules, the Commission has made a few substantive modifications to the proposed rules and is again publishing another NOPR.

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300 PURPOSE AND APPLICABILITY

300.1 Technological changes, new federal and District of Columbia laws, and the actions of the Public Service Commission have created competitive natural gas, electricity and telecommunications service markets in the District of Columbia providing residential consumers with new choices. Consumers have access to an array of competitive Service Provider services as well as continued access to the regulated services of Utilities. The purpose of this chapter is to set forth residential consumer rights, responsibilities and rules for the initiation and acquisition of services, such as, but not limited to Meter reading, Billing, Deposits, Disconnections and Reconnections of service and the resolution of Complaints between residential consumers and a Utility, Energy Supplier or Telecommunications Service Provider.

300.2 This chapter applies to those Residential Services regulated by the Public Service Commission ("Commission") provided by Electric, Natural Gas

and Telephone Utilities, and Residential Services provided by Energy Suppliers and Telecommunications Service Providers licensed or certified by the Commission.

300.3 No residential Customer shall be discriminated against or penalized by a Utility, Energy Supplier or Telecommunications Service Provider for exercising any right granted by this chapter.

300.4 Utilities, Energy Suppliers or Telecommunications Service Providers shall not 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.

301 ENERGY METER LOCATIONS

301.1 Meters shall be located outdoors whenever possible unless extraordinary circumstances prevent it.

301.2 When an indoor electric meter installation is replaced due to modifications in electric service equipment by the utility it shall be relocated outdoors at no 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 no expense to the Customer. However, Meter relocation and house piping costs incurred for the convenience of the Customer shall be at the Customer's expense and shall be calculated in accordance with the Commission's approved Tariff for this service.

301.4 If a Meter is located where it is inaccessible for purposes of maintenance, the Customer must grant access to the Meter for maintenance or service Disconnection within the provisions of subsection 310.1. The Customer shall bear the cost of relocating the Meter if it must be moved due to the Customer's affirmative denial of access to the Meter.

302 UTILITY METER READING REQUIREMENTS

302.1 Natural Gas and Electric Utilities, if applicable, shall schedule residential Meters for readings at regular monthly intervals and read within three (3) Business Days of the scheduled date unless the Meter is inaccessible, extreme weather exists, or in the event of other extraordinary conditions.

303 METERS READ BY CUSTOMERS

- 303.1 Whenever a Meter reader is on the premises and cannot make an actual reading, the Utility shall provide Customers with an electronic or telephonic means to report a Customer Meter reading. The Utility shall furnish a Customer a Meter reading card upon request.
- 303.2 Any Natural Gas or Electric Utility Customer may routinely read his/her own Meter and report the reading to the Utility by the means stated in subsection 303.6, 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.
- 303.3 If a Utility determines that actual Meter readings have not been made of the Customer's Meter after two (2) consecutive Billing Cycles, the Utility shall provide the Customer with the means to read and report the meter reading to the Utility, as provided in subsection 303.6. The Customer's Meter reading shall be used for billing purposes, except in the following circumstances:
- (a) There has been an actual reading of the Meter by the Utility;
 - (b) The Meter reading has not been timely forwarded to the Utility; or
 - (c) The Customer's reported reading varies significantly from the Utility's estimate of usage; if this occurs, the Utility is required to make an actual reading within seven (7) Business Days unless the Customer does not allow access.
- 303.4 At a Utility's request, the Customer shall provide access to the Meter in order for the Utility to verify the accuracy of readings reported under this subsection. This subsection shall not prevent a Utility from reading Meters on a regular basis.
- 303.5 If a Utility's estimate is used in lieu of the reading submitted by the Customer, the Utility shall make an actual Meter reading when the Meter is accessible.
- 303.6 The Utility shall provide the Customer with instructions on proper Meter reading, the date the Meter must be read and the date the Customer must report a Meter reading to the Utility. A Customer can report a Meter reading by any of the following methods:
- (a) Telephone or telecommunications device;

- (b) Internet;
- (c) Postage prepaid Meter reading card supplied by the Utility; or
- (d) Such other technological means generally available to the Customer and approved by the Commission.

303.7 Upon a Customer initiating service, and annually thereafter, the Utility shall provide information regarding Customer meter readings, including instructions on how to read the Meter and how to obtain the date on which the Meter should be read and the date by which the Customer Meter reading must be returned to the Utility.

304 BILLING

304.1 A Customer shall be provided a Bill at least once during each Billing Cycle, unless otherwise agreed to by the Customer.

304.2 An energy Bill shall be based upon an actual Meter reading, estimated Meter reading or Customer Meter reading, except as outlined in subsections 303.3(c) and 304.3.

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

- (a) When a Meter is not scheduled to be read, and the Customer Meter reading is not timely reported;
- (b) When a Meter has not been read due to the inaccessibility of the Meter, extreme weather, or other conditions; or
- (c) When a Customer's reading varies significantly from the estimated usage.

304.4 Whenever three (3) or more estimated energy Bills have been rendered in succession, an actual meter reading shall be rendered at the Customer's request at a mutually agreeable time.

304.5 The date of rendition of a Bill shall be the date stated on the Bill.

304.6 If a billing rendition date is changed by more than seven (7) Days, the Customer shall be provided written or electronic notice within ten (10) Days prior to the date of the change.

304.7 Each energy Bill rendered shall state clearly the following information:

- (a) The beginning and ending Meter reading of the Billing Cycle and the difference between the two Meter readings, if such data is available;
- (b) The beginning and ending dates of the Billing Cycle;
- (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) Stated separately, the amount due for residential Utility services, Distribution Service Charge, Transmission service, Purchased Gas Charge, Natural Gas supply service or Generation Service Charge, as applicable;
- (f) A listing of the amount due for other tariffed Charges, as applicable;
- (g) A listing of the amount due for non-tariffed Charges, as applicable;
- (h) The total amount due;
- (i) The rate elements of the generation, transmission and Distribution Service Charges identified for basic Utility service.
- (j) Amount of all payments or other credits made to the Customer's Account during current Billing Cycle;
- (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) As applicable, the statement: "[This Utility] is regulated by the Public Service Commission of the District of Columbia."
- (o) The name, address and telephone number of the Public Service Commission;

- (p) Whether the Bill is based upon an actual Meter reading, a Customer Meter reading, or an estimate of usage, if such data is known;
- (q) The name, address and telephone number of The Office of the People's Counsel;
- (r) Any other information that the Public Service Commission may from time to time require;
- (s) If applicable, the energy Utility shall include an itemization of usage, payments made, and account balance; and
- (t) If applicable, the energy Utility shall include either an energy usage history or a gas usage profile.

304.8 Each telecommunications Bill rendered to a residential Customer shall state clearly the following information:

- (a) The telephone number and Account 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 Cycle;
- (e) The total amount due for local service Charges, identified as the total amount due for local Charges, taxes, and other applicable surcharges, as well as toll service, except where provided as part of a Bundled Service;
- (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, except where provided as part of a Bundle of Services;
- (g) A monthly or semi-annual itemization and amount for optional recurring charges selected by the customer;
- (h) The address and telephone number to which an inquiry or Complaint should be directed;

- (i) A statement indicating that [This Utility] and some of the services contained in the Bill are 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 and address of the Office of the People's Counsel; and
- (l) Any other information that the Public Service Commission may from time to time require.

304.9 An unpaid balance may be transferred from a Customer's former residential Account in the District of Columbia to the Customer's next residential Account in the District of Columbia.

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 or budget payment plan. The Utility shall inform the Customer of this option and explain how the monthly payments will be calculated. Prior to implementation of the plan, the Utility shall provide the Customer with the following information in written or electronic form:

- (a) An acknowledgement that the Customer shall be on the plan effective the next available Billing Cycle;
- (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 or budgeted 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 monthly payment can be paid in up to three (3) monthly installments; and
- (d) Final Bills are issued when either a Customer account is closed or in the case of Customers with third party suppliers, the supply contract is closed or changed. Any budget plan in effect will be reconciled upon rendering of the final Bill. Amounts underpaid will be due within 20 days of final Bill rendering. Amounts overpaid will be refunded to the Customer.

- 304.11 The Natural Gas or Electric 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.
- 304.12 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 in the District of Columbia.
- 304.13 In the case of a transfer of a previously unpaid District of Columbia residential Account balance for service rendered in the District of Columbia to a Customer's Account pursuant to this chapter, the Utility and Telecommunications Service Provider shall notify the Customer in writing of the reason for the charge, what the Customer must do to obtain or continue service, and how the Customer can dispute the charge.
- 304.14 An Energy Supplier may include other Bill components. If an Energy Supplier elects to bill for multiple services, each service shall be clearly identified on the Bill.
- 304.15 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, if such data is available to the Energy Supplier:
- (a) Meter readings, such that, current, prior months and differences between the two may be presented in the same place;
 - (b) Meter reading date, which 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, with each appropriate tax and surcharge separately displayed;
 - (f) Notice of potential late payment charges;
 - (g) Total amount due, provided that 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, provided that where Bills are separate, then payment dates may differ;
- (i) For estimated Bills, a distinctive indication where a Bill is based on an estimated Meter reading;
- (j) Business address and telephone numbers for billing inquiries;
- (k) Conversion from Meter reading units to billing units, including computation;
- (l) Service address, shown on first page of Bill;
- (m) Mailing address, shown on first page of Bill;
- (n) The Company account number, shown on each page if multiple pages;
- (o) Customer name and account number, shown on each page if multiple pages;
- (p) Bill payment plans, where applicable;
- (q) Emergency number for Washington Gas or PEPCO, whichever is applicable;
- (r) Required notices, e.g., Customer Bill of Rights, legal notices, which may be included as 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 Cycle;
- (y) Public Service Commission's address and telephone number;
- (z) Address to which payments are to be sent;

- (aa) How 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.

305 PAYMENTS

- 305.1 Payments shall be due within twenty (20) Days after the date the Bill is rendered. 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, Energy Supplier, Telecommunications Service Provider or an authorized agent. The Customer shall provide an accurate account number for prompt payment posting. Payments received without sufficient information to identify the Customer's account will be credited when the Utility is able to identify the account. Payments submitted electronically, by phone or computer, must be received within the Utility's established computer processing times for same day posting.
- 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. Utilities may levy a late payment charge on amounts that are not paid by the due date. Such late payment charges shall be established by tariffs in accordance with the procedure required by the Commission.
- 305.4 Customer payments shall be applied in the following order: first to the applicable Utility 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 Utility for current Commission-regulated Charges; finally, to current non-regulated Charges.
- 305.5 For Energy or Telecommunications services, subsections 305.1 through 305.4 shall not apply when the Utility, Energy Supplier or Telecommunications Service Provider and the Customer agree to different payment terms.

306 DEFERRED PAYMENT AGREEMENTS

306.1 The Utility, Energy Supplier or Telecommunications Service Provider and the Customer may enter into a Deferred Payment Agreement (DPA). The Utility shall include the Utility, Energy Supplier or Telecommunications Service Provider past due balances as part of its DPA. No Charges, other than those accrued as of the date of settlement, and no interest shall be charged as part of the Deferred Payment Agreement.

306.2 Every DPA negotiated and agreed to between the Customer and the Utility, Energy Supplier, or Telecommunications Service Provider shall be provided to the Customer in writing within ten (10) Business Days and shall include the following information:

- (a) The date of the DPA;
- (b) The amount overdue and the payment terms of the DPA, including down payment amount and installment terms;
- (c) The process that the Utility, Energy or Telecommunications Service Provider will follow, including a notice of Disconnection, to enforce the terms of the DPA;
- (d) A Customer's failure to make a scheduled payment under the DPA 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 DPA and may cause the DPA to become void; and
- (e) The DPA shall state that all subsequent Bills must be paid on or before the due date. Failure to pay all such subsequent Bills as stated will cause the DPA to become void. In such cases, normal collection activities, up to and including Disconnection may resume.

307 DEPOSITS

307.1 A Utility shall not require a Deposit or guarantee from a person who has never been a Customer of the Utility.

307.2 A Utility shall not require a Deposit as a condition of new or continued Utility service on the basis of income level, home ownership, residence location, race, color, creed, sex, age, or national origin.

307.3 A utility shall not require a Deposit 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 disconnected for nonpayment of a past due balance not in dispute within the previous twelve (12) months; or
 - (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 disconnected for this reason within the last five (5) years and that the Utility had so notified the Customer in writing, either by U.S. mail or electronically, to this effect; or
 - (2) The Customer either did not file a Complaint with the Commission regarding the Disconnection; 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 sixty (60) Days within the previous twelve (12) months.
 - (d) The Customer has an outstanding balance due the utility for utility services. In any such event, the provision of new service may be conditioned upon payment of the outstanding balance.
- 307.4 When a Deposit is required as a condition of new service to a former Customer, the Customer shall be notified in writing of the reason therefore and the amount of Deposit required.
- 307.5 A Utility shall not require a Deposit 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 in excess of sixty (60) days within the previous twelve (12) months.
- 307.6 When a Deposit 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 No Deposit for Utility service shall exceed the lesser of \$100 or 2/12th the estimated annual Bill; provided however, that any company or entity that is subject to or becomes subject to an order of the Commission that is contrary to this provision shall comply with the Commission's order for the duration of the order and any extension thereof. 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 thirty-five dollars (\$35.00) or more, the Deposit may be paid in a minimum of three equal monthly installments with the first installment due prior to reconnection.
- 307.8 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 15th of each year, equal to the average annual yields of one-year Treasury bills for September, October, and November of the preceding year.
- 307.9 The Deposit with accrued interest shall be credited to any final Bill and any remaining balance shall be returned to the Customer.
- 307.10 A Deposit and accrued interest shall be refunded promptly or credited to the Customer's account by the Utility upon payment by the Customer of all proper Charges for Utility service for twelve (12) consecutive months.
307. 11 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. 12 Each Customer posting a Deposit shall receive confirmation 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.
- 307.13 When a customer is entitled to a return of a Deposit it shall be paid upon presentation of proper identification or verification of the account information.

- 307.14 An Energy Supplier may require a Deposit from any Customer if authorized by its license.
- 307.15 In lieu of a Deposit a Utility, Energy Supplier or Telecommunications Service Provider may offer to accept a written guarantee of payment from a responsible party. A responsible party shall include any customer of the Utility, Energy Supplier or Telecommunications Service Provider whose account has not been delinquent during the preceding twelve (12) months. A Utility, Energy Supplier or Telecommunications Service Provider is not obligated to accept a written guarantee from a party who is not a Customer. The Utility, Energy Supplier or 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.
- 307.16 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, Energy Supplier or Telecommunications Service Provider and the guarantor:
- (a) That it is for an initial term of one (1) year;
 - (b) That the guarantor agrees to pay the Utility, Energy Supplier or Telecommunications Service Provider within ten (10) days of demanding the balance outstanding in the guaranteed account upon termination of service to the account. 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 Energy Supplier or 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. Should the guarantor receive service from another service provider other than the Utility, Energy Supplier or Telecommunications Service Provider, that is a party to the guarantee, the Utility, Energy Supplier, or Telecommunications Service Provider may pursue its right to recover under applicable District of Columbia law. That, notwithstanding the terms of such guarantee, the guarantee agreement shall terminate upon satisfactory payment by the Customer of all proper charges for services for a period of twelve (12) consecutive months. 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 sixty (60) days within the previous twelve (12) months. The Utility Energy Supplier or 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; and

- (d) Prior to the signing of a guarantee agreement, a Utility Energy Supplier or Telecommunications Service Provider employee shall explain to the potential guarantor the consequences of the agreement. The employee shall obtain written acknowledgement from the guarantor that the oral explanation took place.

307.17 The deposit and guarantee provisions of this section shall apply only to those cases in which the Utility, Energy Supplier or Telecommunications Service Provider requests a deposit from a Customer.

308 USE OF CUSTOMER'S INFORMATION

308.1 An Applicant or a Customer need not disclose his or her Social Security number to the Utility, Energy Supplier, or Telecommunications Service Provider to obtain or maintain service. 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.

308.2 A Utility, Energy Supplier or Telecommunications Service Provider shall not disclose information that reveals the status of the Account of any individual Customer without the Customer's consent or upon dictate of lawful authority. A Utility, Energy Supplier or Telecommunications Service Provider may rely upon written or oral representation of the Commission or the Office of the People's Counsel that consent has been granted.

308.3 Unless a Customer consents in writing, Utility, Energy Supplier or Telecommunications Service Provider may not disclose or use information that is (1) about the Customer, and (2) was supplied to the Electric or Natural Gas Utility or Energy Supplier by the Customer for any purpose other than the purpose for which the information was originally acquired.

308.4 The restrictions in §§308.2 and 308.3 above do not apply to lawful disclosures for Bill collection, credit rating reports, or to assist Customers who have had their service involuntarily disconnected. It shall be the responsibility of the Utility, Energy Supplier or Telecommunications Service Provider to obtain and maintain the written consent referred to in §§308.2 and 308.3 above. This information shall be made available to the Commission upon request.

309 [RESERVED]

310 GROUND FOR DISCONNECTION

310.1 A Utility may disconnect service for any of the following reasons:

- (a) The Customer does not pay;
- (b) The Customer does not enter into a DPA or breaches an applicable DPA;
- (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 fails to allow access to the premises to inspect, service, install, replace, read, or remove a Meter or remote recording device or allow access to other equipment, when the Utility has requested access in writing;
- (f) There is an unsafe condition or an adverse effect on the integrity of an energy or telecommunications delivery system or violation of a government statute, regulation or Commission-approved Tariff provision;
- (g) The Utility has reason to believe that there is fraud or that the Customer has misrepresented his or her identity in order to obtain Utility service;
- (h) 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;
- (i) 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;
- (j) 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;

(k) Application was made by an individual who cannot legally enter into or contract for service, such as an un-emancipated minor; or

(l) Failure to comply with an order of the Commission.

310.2 A Natural Gas or Electric Utility shall not initiate Disconnection of service or disconnect service without the consent of the Customer in the following circumstances:

(a) The amount overdue stated on the Disconnection notice includes 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 services.

310.3 Disconnection of natural gas or electric utility service for non-payment of bills, failure to post a cash Security Deposit, or failure to comply with the terms of a DPA where natural gas or electricity is used as the primary 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 DISCONNECTION

311.1 A Utility shall postpone the Disconnection 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 Disconnection would be detrimental to the health and safety of a bona fide occupant of the premises; provided that the Customer enters into a DPA. The postponement may be extended for one (1) additional period of not more than twenty-one (21) Days by renewal of the certificate or notice.

- 311.2 A Utility shall not disconnect service when a dispute involving the Account in question has been filed with the Office of Consumer Services and the dispute is still pending at the Public Service Commission, provided, that payments are made for amounts not in dispute.
- 311.3 A Utility shall not disconnect Residential Service unless a Disconnection notice has been sent to the Customer at the billing address by either first class mail or other technological means at least fifteen (15) Days prior to the date of proposed Disconnection. The Utility providing telecommunications services shall not suspend Residential Service unless a suspension notice has been sent to the Customer at the billing address by either first class mail or other technological means at least ten (10) Days prior to the date of proposed suspension. Any notice required to be sent to a Customer prior to Disconnection or suspension of service may be sent along with the Bill for service; however, the notice of Disconnection or suspension of service must be on the first page of the Bill and shall be in bold print. Upon request of the Customer, a duplicate copy of the notice shall be sent by either first class mail or Internet or other technological means 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 disconnected for theft of services, unauthorized use, diversion or interference with utility service on or about the Customer's premises.
- 311.5 The disconnection notice shall state the following information:
- (a) The Customer's name, address and Account number;
 - (b) The address where service is to be discontinued, if different;
 - (c) The Charges for reconnection of service, if any;
 - (d) A statement of the total amount due, if applicable;
 - (e) The reason for the proposed Disconnection of service;

- (f) The earliest date on which service will be disconnected in the absence of payment or adjustment;
 - (g) The telephone number and address of the Utility, and an invitation to contact the Utility to resolve the matter;
 - (h) The Customer's right to delay Disconnection of service for medical reasons;
 - (i) The possibility of deferred payments; and
 - (j) 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.
- 311.6 Utility service shall not be disconnected and shall be restored if Disconnected where a Customer has established or is reinstated to a DPA for utility charges that are the basis of the notice of Disconnection and the Customer has not defaulted on such DPA.
- 311.7 A Utility shall not disconnect service for the period after 5:00 p.m. Thursday and before 8:00 a.m. Monday, and it may not disconnect on a legal holiday, or on a Day that the Utility is closed to the public, except as provided in subsections 311.8 and 311.9.
- 311.8 A Utility may disconnect 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 premise as stated in subsection 310.1(e), on at least two (2) week days.
- 311.9 Subsections 311.7 and 311.8 shall not apply to service disconnections to abandoned buildings, where the customer has requested disconnection in circumstances of unsafe conditions or of theft of natural gas or electricity, or to disconnect telephone service where there is evidence of toll abuse or fraud.
- 312 PERSONAL CONTACT BEFORE UTILITY DISCONNECTION**
- 312.1 A Utility shall make, at minimum, two (2) attempts to contact the Customer prior to Disconnection as specified in this section.

- 312.2 At least two (2) Days before the date set for Disconnection of service, a Utility shall make reasonable efforts to contact the Customer, by telephone, in person or other technological means, to advise of the pending action and what steps must be taken to avoid Disconnection.
- 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 contact has not been made as provided in §312.2 and the Customer or other responsible Person is not on the premises, Disconnection of natural gas or electric 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, indicating that service may be disconnected 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 Disconnection for past due Bills without attempting contact with the Customer as required by subsections 312.1 and 312.2.

313 FIELD SERVICE IDENTIFICATION AND PAYMENT PROCEDURES

- 313.1 The field representative shall produce an identification badge containing the Utility's name and logo, the field representative picture and full name, and, if applicable, the representative shall wear a company uniform bearing the company's name and logo.
- 313.2 The natural gas or electric field service representative shall have a statement of the amount due and inquire whether the Bill has been paid. If evidence is presented which reasonably indicates that the Bill has been paid, that a DPA has been entered into, 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 disconnected.
- 313.3 The natural gas or electric 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 disconnected. 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.

313.4 The natural gas or electric field service representative shall seek authorization from his or her supervisor to accept partial payments or to override his or her orders to disconnect service upon a reasonable explanation by the Customer of the delinquency.

314 DISCONNECTION OF UTILITY SERVICE

314.1 If the requirement to make an attempt to contact a Customer is satisfied, the Utility may disconnect service to a residential Customer on the date specified in the notice or within a reasonable time thereafter.

314.2 When natural gas or electric service is disconnected, the Utility shall leave a notice reasonably calculated to be seen by Persons residing on the premises stating that service has been disconnected 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 RECONNECTION OF SERVICE

315.1 A Utility shall reconnect service within twenty-four (24) hours of cure of the cause for Disconnection.

315.2 The Utility may Charge the Customer for reconnection of service in an amount authorized by the Commission.

316 CUSTOMER DISCONTINUANCE OF SERVICE

316.1 A Customer shall be permitted to discontinue service with a Utility either by telephone, in writing, or in person at the business office of the Utility, provided that the Customer contacts the Utility at least three (3) Business Days before the date discontinuance is desired and grants access to discontinue the service.

316.2 The Customer shall be responsible for all electricity and natural gas consumed for three (3) Business Days after contacting the Utility pursuant to section 316.1, unless the Utility obtains an actual meter reading sooner than the third Day.

316.3 The Customer shall be responsible for all telephone Charges due for the period service has been rendered.

317-319 [RESERVED]

320 CUSTOMER INQUIRIES AND COMPLAINTS

- 320.1 This section applies to Utility companies, Energy Suppliers and Telecommunications Service Providers. A Utility, Energy Supplier or Telecommunications Service Provider shall, in accordance with this section, establish written procedures that will ensure the prompt, efficient, and thorough receipt, investigation and, where possible, resolution of all Customer inquiries, service requests and Complaints regarding residential Utility, Energy Supplier or Telecommunications Service Provider services and Charges.
- 320.2 Qualified Utility, Energy Supplier and Telecommunications Service Provider personnel shall be available and prepared at all times during normal business hours to receive and discuss Customer inquiries, service requests and Complaints. All Utility, Energy Supplier and Telecommunications Service Providers shall make necessary arrangements to ensure that Spanish language-speaking personnel are made available to assist the Spanish speaking public or maintain a toll-free or local telephone number for Customer service inquiries from such persons.
- 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 a DPA on behalf of the Utility, Energy Supplier or Telecommunications Service Provider shall be available during normal business hours.
- 320.5 Every Utility, or Telecommunications Service Provider that provides distribution services or telecommunications services to a customer shall have qualified personnel available at all times to respond to Customer calls regarding interruption of service due to the existence of emergency conditions. This provision does not apply to any service provider that does not, as a matter of regular business practice, provide for the remediation of emergency conditions.
- 320.6 When a Complaint cannot be resolved between the Customer and his or her Utility, Energy Supplier or Telecommunications Service Provider, the Utility, Energy Supplier or Telecommunications Service Provider shall inform the Customer of the right to contact the Commission for resolution. The Utility, Energy Supplier, and Telecommunications Service Provider shall also advise the Customer of the availability of OPC to assist in resolving a dispute before the Commission.

- 320.7 In every dispute between a Customer and the Utility, Energy Supplier or Telecommunications Service Provider, the first attempt at resolution shall be made directly between the parties unless the Utility, Energy Supplier or Telecommunications Service Provider has been notified that the Customer is represented by counsel.
- 320.8 When the Utility, Energy Supplier or Telecommunications Service Provider concludes that there is a mistake in an amount billed, the Utility, Energy Supplier or Telecommunications Service Provider shall adjust the amount due, and shall reflect the adjustment during the next Billing Cycle or as soon as reasonably possible.
- 320.9 A Utility, Energy Supplier, or Telecommunications Service Provider and a Customer may agree upon a DPA 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 to the Customer as part of the DPA.
- 320.10 When a Utility, Energy Supplier, or Telecommunications Service Provider cannot resolve a dispute with a Customer, the Utility, Energy Supplier, or Telecommunications Service Provider shall refer the Customer to the Commission for resolution.

321 PUBLICATION OF CONSUMER PAMPHLET

- 321.1 The Utilities, Energy Suppliers, and Telecommunications Service Providers shall each, individually prepare a pamphlet in English and Spanish in layman's terms summarizing the rights and responsibilities of Customers in accordance with these and other applicable rules. The text of each pamphlet is subject to prior Commission approval and pre-publication comment of the People's Counsel.
- 321.2 The pamphlet shall be available at every Utility, Energy Supplier and Telecommunications Service Provider location open to the general public.
- 321.3 The pamphlet will be provided upon request at no charge to Customers. 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 a Customer to verify billing accuracy;
 - (c) Customer's right to have Meter tested free of charge by the utility once every twelve (12) months as well as a referee Meter test pursuant to 15 DCMR §2368 *et seq.*;

- (d) Customer payment standards and procedures;
- (e) Security Deposit;
- (f) Disconnection and reconnection of service;
- (g) Inquiry, service and complaint procedures;
- (h) Public Service Commission Consumer Complaint resolution procedures and the availability of assistance and legal representation by the Office of the People's Counsel;
- (i) The availability of DPA for payment of Bills or Deposits; and
- (j) Customer 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 English and Spanish that a Spanish version is available upon request.

321.6 Each Utility, Energy Supplier, or Telecommunications Service Provider shall have accessible during business hours a Spanish-speaking interpreter or maintain a toll free or local telephone number for Spanish-speaking persons who seek information about the rights and responsibilities of Customers, services, and programs of the service provider.

322 PUBLIC ACCESS TO RULES AND RATES

322.1 Every Utility, Energy Supplier, or Telecommunications 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, Energy Supplier, or Telecommunications Service Provider's schedule of rates, and its terms and conditions of service.

322.2 Every Utility, Energy Supplier or Telecommunications Service Provider shall have available translation services during normal business hours for the translation of its Tariff to Spanish at no cost to the Customer.

322.3 Suitable signs shall be posted at each office open to the public 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 each Energy Supplier and Telecommunications Service Provider and the procedures for resolving disputes;
 - (b) Assist in the informal resolution of Customer complaints and disputes that have not been resolved under the Utility's or Energy Supplier's or Telecommunications Service Provider's own procedures; and
 - (c) Refer to the Commission for formal adjudication any Customer's complaint that cannot be resolved informally.
- 323.3 Any applicant for utility, energy or Telecommunications services, or the Applicant's or Customer's designated representative, as the case may be, 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, Customer of record, or the Office of the People's Counsel file such a 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 that authorizes it to act on the Applicant's or Customer's behalf.
- 323.4 If a Complaint addresses a matter that has failed to be resolved under the Utility's, Energy Supplier's or Telecommunications 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, Energy Supplier or Telecommunications Service Provider of the service in question, the matter shall be referred to the Utility, Energy Supplier or Telecommunications Service Provider for an attempt at direct resolution. In every case of a dispute between a Customer and a Utility, Energy Supplier or Telecommunications Service Provider, the first attempt at resolution shall be made directly between the parties.
- 323.5 The Utility, Energy Supplier or Telecommunications Service Provider shall respond to the Informal Complaint or similar Customer related referral to the Office of Consumer Services within fourteen (14) Business

Days or within such time as shall be specified by any extension of time that may be granted by that office. If the Complaint or matter is not resolved within that time, the Utility, Energy Supplier or Telecommunications Service Provider shall refer the matter back to the Office of Consumer Services.

323.6 If the Office of Consumer Services handles a matter informally, the office shall notify the Utility, Energy Supplier or Telecommunications Service Provider by telephone, in writing or other technological means to investigate the matter and attempt through mediation to resolve the matter.

323.7 If the Office of Consumer Services determines that a matter cannot be resolved informally, then within five (5) Business Days, the Office of Consumer Services shall notify the Complainant in writing and invite the Complainant to file a Formal Complaint with the Commission. The Utility, Energy Supplier or Telecommunications Service Provider shall be copied on this notification. The notification shall:

- (a) State that the Complainant has the right to file, at no cost, a Formal Complaint, if he or she so desires;
- (b) State that 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) Indicate 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) Indicate that the Complainant may be represented by 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 or legal counsel, and shall state facts necessary to state a claim upon which relief may be granted and the specific relief requested. The Complainant or legal counsel shall submit the Complaint in a format approved by the Office of Consumer Services or consistent with the requirements set forth in Chapter 1 of the Commission's Rules of Practice and Procedure, as

applicable. 15 D.C.M.R. § 100 *et seq.* The Office of Consumer Services, or the Customer's designated representative, may assist in completing a Complaint. The Complaint shall be filed with the Office of the Commission Secretary.

- 324.2 If a review of the Complaint by the Office of Consumer Services determines that a complaint should be revised to more clearly or fairly set forth the matter at issue, the complainant shall be so notified and offered assistance by the OPC or the Office of Consumer Services to amend the Complaint.
- 324.3 Within two (2) Business Days of the filing of the Complaint, the Office of the Commission Secretary shall notify and provide the affected Utility, Energy Supplier or Telecommunications Service Provider a copy of the Complaint in writing by facsimile, U.S. mail or other technological means. Each Utility, Energy Supplier and Telecommunications 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, Energy Supplier's or Telecommunications Service Provider's position with respect to the allegations contained in the Complaint. The Utility, Energy Supplier or Telecommunications Service Provider shall also serve a copy of its answer on the Customer or Customer's Designated Representative or their legal counsel.

325 FORMAL HEARING PROCEDURES

- 325.1 A formal hearing shall, if appropriate, be scheduled within forty-five (45) 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 hearing officer who has not participated in the investigation of the Complaint to preside over the proceeding.
- 325.2 If the Formal Complaint fails to state all the facts necessary to state a claim upon which relief may be granted, the Hearing Officer may order the Complainant to amend the Complaint or may dismiss the complaint.
- 325.3 The Commission shall provide notice of the hearing by personal service, by first-class mail or other technological means, as authorized by the Commission, to the Customer and the Customer's Designated Representative and to the Utility, Energy Supplier or Telecommunications Service Provider. 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. The notice shall also state that in the event that the

Complainant fails to attend a scheduled hearing without evidence of good cause, the hearing officer may dismiss the Complaint with prejudice. The hearing officer may reschedule any hearing to a date or time agreed upon by the parties or, upon notice and for good cause shown, at the request of any party.

- 325.4 A party requesting a second continuance will be required to provide good cause for the continuance. If the party is the Complainant and he or she does not provide good cause, as determined by the hearing officer, the Complaint may be dismissed, with prejudice. If the party is a Utility, Energy Supplier or Telecommunications Service Provider and it fails to provide good cause, the matter may be heard, without continuance. The hearing officer may, at his or her discretion, postpone or adjourn a hearing for reasonable cause. If a hearing is continued, adequate notice shall be provided to the parties.
- 325.5 In the event the Complainant fails to attend any scheduled hearing without good cause, the hearing officer may dismiss the Complaint with prejudice.
- 325.6 In the event a Utility, Energy Supplier or Telecommunications Service Provider fails to attend a scheduled hearing without good cause, the hearing officer may hear evidence and render a decision.
- 325.7 Upon a reasonable request from each other, the parties shall, within the timeframe prescribed in the Commission's rules in Chapter 1, 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.
- 325.8 Parties may examine any relevant records of the Commission. However, information deemed to be confidential may be reviewed in a manner that is consistent with the Commission's Rules of Practice and Procedure.
- 325.9 On any issue or procedure where Chapter 3 is silent, the hearing officer may at his or her discretion utilize Chapter 1 regulations as appropriate.
- 325.10 Parties may represent themselves or be represented by counsel, conservator, legal guardian or someone with power of attorney. If a complainant proceeds *pro se*, the hearing officer may construe the pleadings liberally. 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.

- 325.11 Parties shall have the right to present evidence, call witnesses, and present written and oral argument.
- 325.12 Witnesses shall testify under oath, and the parties shall have the right to examine and cross-examine all witnesses.
- 325.13 The hearing officer may, in his or her discretion, limit any line of questioning, testimony and the time for argument.
- 325.14 Unless otherwise ordered by the hearing officer, the Complainant's witnesses shall testify first, followed by the Utility's, Energy Supplier's or Telecommunications Service Provider's witnesses. A reasonable opportunity will be afforded all parties to present rebuttal evidence.
- 325.15 The hearing officer may elicit testimony from any witness regarding the issue(s) in dispute.
- 325.16 The hearing officer has the obligation, especially when a Complainant 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 throughout the proceeding.
- 325.17 The formal rules of evidence shall not apply, but the hearing officer shall exclude irrelevant or unduly repetitious evidence.
- 325.18 Parties may stipulate to any facts, and such stipulation shall be put into evidence.
- 325.19 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.

326 DECISION AND APPEALS

- 326.1 Within thirty (30) Days after the close of the record, 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 When reviewing the matter for disposition, the hearing officer has available the following remedies:
- (a) Upon a factual finding of a complainant's meritorious claim, the hearing officer may award, as the facts in each individual case may warrant, a refund to Complainant for overpayment to a Utility, Energy Supplier, or Telecommunications Service Provider; a credit to Complainant's account with a Utility, Energy Supplier, or

Telecommunications Service Provider; a reduction in the amount owed on a Bill to a Utility, Energy Supplier, or Telecommunications Service Provider; or any other equitable or injunctive relief as permitted by these rules;

- (b) In no instance may a hearing officer award a Complainant compensatory or punitive damages; and
- (c) Complaints requesting monetary damages as the sole basis for relief may be dismissed with prejudice by the hearing officer for failure to state a claim upon which relief may be granted.

- 326.3 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.
- 326.4 Copies of the hearing officer's decision shall be served upon the parties either personally, by regular mail or other technological means 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.
- 326.5 The decision of the hearing officer shall be final if there is no appeal to the Commission within the time specified in this section.
- 326.6 Any party may appeal the hearing officer's decision to the Commission by filing a Petition for Review with the Commission Secretary's Office within ten (10) Days of personal service or service by other technological means or twelve (12) Days of service by mail of the decision.
- 326.7 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.
- 326.8 The appealing party shall serve the opposing party with a copy of the petition for review within one (1) Day of the date of its filing with the Commission. Service may be made personally, by first class mail or other technological means.
- 326.9 The opposing party's response or cross-appeal shall be filed within seven (7) Days of personal service or other technological means and ten (10) Days of service by first class mail.

- 326.10 Within ten (10) Days of the filing of a Petition for Review, the record shall be prepared, certified as complete and forwarded by the Commission Secretary to the Commission.
- 326.11 The Commission shall review the decision and rule on the Petition for Review within thirty (30) Days after the record is prepared, certified as complete and forwarded by the Commission Secretary.
- 326.12 Upon review of the record, and after giving consideration to the matters raised on appeal in the Petition for Review, the Commission shall:
- (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) Take such other action as the Commission may deem appropriate.
- 326.13 If the Commission is unable to render a decision pursuant to 326.12 within thirty (30) Days, then the hearing officer's decision becomes the final decision of the Commission. The decision will become final unless a tolling order is issued by the Commission extending the time for the Commission's decision.
- 326.14 Any party may request reconsideration of a final Commission decision within thirty (30) Days of the issuance of the decision. The filing of such request shall act as a stay upon the execution of the order or decision of the Commission until the Commission takes final action; provided, that upon written consent of the Utility, Energy Supplier, or Telecommunications Service Provider such order or decision shall not be stayed unless otherwise ordered by the Commission. The Commission, within thirty (30) Days after the filing of the request for reconsideration, shall issue an order either granting or denying the request. In granting the request, the Commission shall, either with or without hearing, rescind, modify, or affirm its order or decision. If the Commission is unable to render a decision within thirty (30) Days, and does not issue a tolling order, then the decision of the hearing officer becomes final and is appealable pursuant to § 326.15.
- 326.15 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). An appeal of any order of the Commission cannot be made unless a request for reconsideration shall have been first made pursuant to section

326.14. Any Person affected by a final order or decision of the Commission may, within sixty (60) Days after final action of the Commission upon request 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 filed in the Court of Appeals.

327 CUSTOMER PROTECTION STANDARDS APPLICABLE TO ENERGY SUPPLIERS

327.1 This section sets forth billing, Deposit, Enrollment, Termination of Contract, supplier switching, advertising and minimum Contract standards that apply to Energy Suppliers, Marketers, Aggregators, and Consolidators licensed to provide competitive electric and gas services by the Public Service Commission of the District of Columbia. If a Customer has a Complaint about an alleged violation of this section, the Complaint procedures in § 320 of these regulations shall apply.

327.2 An Energy Supplier may not engage in a marketing, advertising, Solicitation or trade practice that is unlawful, misleading, or deceptive as set forth in D.C. Code §28-3904.

327.3 An Energy Supplier shall not engage in Cramming.

327.4 An Energy Supplier shall not engage in Slamming.

327.5 Any prohibition regarding the disclosure of Account status and Customer information should not preclude Energy Suppliers from obtaining or providing Account status and Customer information for 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.

327.6 Any advertisement of energy supply that contains specific environmental claims must be supportable by documentation.

327.7 Any Solicitation of an energy supply that contains any specific offering to a residential Customer must at a minimum include the following:

- (a) The Energy Supplier's name, address, telephone number, and web site address, if applicable;
- (b) The Energy Supplier's District of Columbia license number in a clear and conspicuous manner;

- (c) The price offered for natural gas supply or electricity supply including all fixed and variable components and any restrictions on the time period the advertised price will be in effect;
- (d) A statement that the advertised price is only for the specified natural gas supply or electricity supply and does not include any additional tax, Utility Distribution Service Charge, or other Utility fee or Charge;
- (e) Any minimum Contract duration necessary to obtain an advertised price;
- (f) A statement of minimum use requirements, if any; and
- (g) If the advertisement offers several services and does not break out individual prices for the services, the following disclaimer must accompany the advertisement: "Disclaimer: This offer includes several services at a single price. You should compare this price to the total of the prices you currently pay for each of the individual services."

327.8

An electricity supply or gas supply Contract with a Customer shall, at a minimum, contain the following material terms and conditions:

- (a) A list and description of the Contract services;
- (b) A statement of minimum use requirements, if any;
- (c) A description of any time of use restrictions, including the time of Day or season;
- (d) A price description of each service, including all fixed and variable costs;
- (e) A notice that the Contract does not include Utility Charges;
- (f) A billing procedure description;
- (g) In the case of consolidated billing, a notice that the Customer acknowledges that Customer billing and payment information may be provided to the Energy Supplier;
- (h) A statement of Contract duration, including initial time period and any rollover provision;

- (i) A Deposit requirement, if any, including: the amount of the Deposit; a description of when and under what circumstances the Deposit will be returned; a description of how the Deposit may be used; and a description of how the Deposit will be protected;
 - (j) A description of any fee or Charge and the circumstances under which a Customer may incur a fee or Charge;
 - (k) A statement that the Energy Supplier may terminate the Contract early including the circumstances under which early cancellation by the Energy Supplier may occur; the manner in which the Energy Supplier shall notify the Customer of the early cancellation of the Contract; the duration of the notice period before early cancellation; remedies available to the Customer if early cancellation occurs;
 - (l) A statement that the Customer may terminate the Contract early including the circumstances under which early cancellation by the Customer may occur; the manner in which the Customer shall notify the Energy Supplier of the early cancellation of the Contract; the duration of the notice period before early cancellation; and remedies available to the Energy Supplier if early cancellation occurs; and the amount of any early cancellation fee;
 - (m) A statement describing Contract renewal procedures, if any;
 - (n) A dispute resolution procedure;
 - (o) The Commission's telephone number and Internet address; and
 - (p) The Office of the People's Counsel's telephone number and Internet address.
- 327.9 Telephone Solicitations shall be made only between the hours of 9 a.m. and 9 p.m.
- 327.10 The party making the telephone Solicitation must begin the conversation by stating the following:
- (a) His or her name;
 - (b) The name of the business or organization calling;
 - (c) The nature of the call, i.e., a Solicitation;
 - (d) A brief description of the subject-matter being solicited; and

- (e) An offer to the Customer to hear the full Solicitation.

327.11 Home Solicitations shall be limited to the hours between 9 a.m. and sunset. The soliciting party must produce a picture identification badge and begin the conversation by stating the following:

The name of the business or organization;

- (a) The nature of the visit, i.e., a Solicitation;
- (b) A brief description of the subject matter being solicited;
- (c) Ask the Customer if he/she would like to hear the full Solicitation; and
- (d) The soliciting Energy Supplier 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 third business 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."

327.12 If an Energy Supplier receives a request from a Customer not to receive Solicitations from that solicitor, the Customer shall no longer be contacted in the manner in which the Customer indicates including but not limited to, in-person Solicitation, telephone Solicitation, electronic Solicitation or any form of mail or post card by the solicitor.

327.13 Nothing in these regulations will affect 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.

327.14 There are three (3) principal forms by which a Customer may enter into a Contract with an Energy Supplier:

- (a) Over the telephone;
- (b) Internet and other technological means; and
- (c) A written Contract.

- 327.15 An Energy Supplier may not use “negative option contracts,” in which Contracts are created if the customer takes no action. Therefore, an Energy Supplier may not enter into a Contract with a Customer if the Customer simply refrains from action.
- 327.16 If a Customer wishes to enter into a Contract with an Energy Supplier, the Energy Supplier may request from the Customer the following information, by telephone, in writing, or Internet or other technological means:
- (a) The customer’s name;
 - (b) Billing address;
 - (c) Service address;
 - (d) Electronic mail address;
 - (e) Telephone number;
 - (f) Utility Account number;
 - (g) Employment information; and
 - (h) Usage information.
- 327.17 An Energy Supplier may ask for additional information beyond that specified in section 327.16 only after first informing the Customer of his or her right not to provide such information.
- 327.18 An Energy Supplier must advise a Customer that he/she has the right to rescind the Contract agreement within a 3-day period.
- 327.19 For the purpose of verifying a residential Customer’s intent to Contract with an Energy Supplier by telephone, an Energy Supplier must implement either:
- (a) An Independent Third-Party telephone verification system; or
 - (b) An electronic recording system that maintains the entire recording with the Customer for the duration of the Contract.
- 327.20 If an Energy Supplier elects to implement an independent third-party verification system, then the Independent Third-Party Verifier shall be required to ask the Customer the following questions:

- (a) “Are you the Customer of record?”
- (b) “Did you agree to switch your natural gas supply service or electric supply service to [New Supplier]?” and
- (c) “Is [Customer’s address] your correct address?” or “Is [Customer’s Utility Account number] your correct Utility Account number?”

327.21 An Energy Supplier may not transmit an Enrollment transaction to a Natural Gas or Electric Utility unless and until the Energy Supplier obtains either a positive third-party verification of the Customer’s intent to Contract or electronically records the entire conversation with the Customer on which the Contract is based.

327.22 Once a positive verification has been obtained or an electronic recording has been made, the Energy Supplier will transmit the Enrollment transaction to the Natural Gas or the Electric Utility, whichever is appropriate.

327.23 Once the Customer’s Contract choice is verified by an Independent Third-Party Verifier or an electronic recording is made, 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, via U.S. mail or electronic mail.

327.24 In the event of a dispute over the existence of a Contract, the Energy Supplier shall bear the burden of proving the Contract’s existence.

327.25 A written Contract requires a written signature of the Customer.

327.26 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) A link to the Commission’s web site to obtain the applicable rules and regulations governing the relationship between the Customer and the Energy Supplier.

- 327.27 The Energy Supplier must advise the Customer of the right to rescind the contract agreement within a 3-day period. This information shall be prominently displayed on the website.
- 327.28 The electronic submission of the application to Contract with the Energy Supplier constitutes a valid and binding “electronic signature.”
- 327.29 If the Customer executes an electronic Contract, the Energy Supplier must acknowledge the Customer’s submission with a Confirmation of receipt of application within twenty-four (24) hours of receipt.
- 327.30 All Enrollments via the Internet shall be initiated by the Customer. It is the responsibility of the Energy Supplier to provide its website address to the Utility and the Utility shall include such link on its website. The Energy Supplier shall include a website link of the Natural Gas Utility or Electric Utility on its website.
- 327.31 For electronic contracting, the Energy Supplier’s website must be configured to prompt the Customer to print or save the Contract.
- 327.32 During the Enrollment procedure, each web screen must clearly display a “Cancel” icon enabling the Customer to terminate the Enrollment transaction at any time. In addition, this feature must be explained to the Customer at the beginning of the Enrollment process.
- 327.33 At the completion of the enrollment and verification process, and at the end of the 3-day rescission period, the Energy Supplier at the Customer’s request must provide a secure location on its website or a designated website where the Customer can verify that he or she has been enrolled in the Energy Supplier’s program.
- 327.34 All electronic transactions and communications via the Internet between the Customer and the Energy Supplier shall be protected in such a manner as to ensure privacy of the Customer’s information.
- 327.35 The Electric Utility shall accept the last Enrollment submitted by an Energy Supplier.
- 327.36 By the ninth (9th) calendar Day of the month (or next Business Day, if the ninth day falls on a holiday or weekend), each Energy Supplier shall provide to the Natural Gas Utility a list of Customers to be supplied by that Energy Supplier beginning with the Customer’s Meter read date the following month.
- 327.37 Once the Natural Gas Utility processes a Customer Enrollment from an Energy Supplier, the Natural Gas Utility shall not accept Enrollments from

any other Energy Supplier for that Customer until Termination of Contract.

- 327.38 If a Customer chooses to cancel his/her Contract, prior to the expiration of the Contract, that Customer must contact the Energy Supplier to make such a request, and the Energy Supplier shall process the Customer's cancellation request to meet the Natural Gas Utility's next available cancellation cycle and for electric service within two (2) Business Days after receipt of the cancellation request.
- 327.39 Confirmation of a Customer's intent to enroll with an electric supplier and the expiration of the 3-day Rescission Period must occur prior to the transmittal of an EDI enrollment transaction by the electric supplier to the electric Utility.
- 327.40 Confirmation of a Customer's intent to enroll with a natural gas supplier and the expiration of the 3-day Rescission Period must occur prior to the transmittal of an enrollment transaction by the gas supplier to the gas Utility.
- 327.41 Upon an Energy Supplier's Enrollment of a Customer with the Utility, the Energy Supplier must provide to the Customer, within a reasonable period of time the following:
- (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; and
 - (c) Customer service information (including toll-free telephone number, mailing address, and dispute resolution process information).
- 327.42 If the Customer does not respond to the Rescission Notice within the 3-Day Rescission Period, the enrollment will be considered effective. The customer must notify the Energy Supplier, not the utility, of his or her intent to rescind the Contract.
- 327.43 After the 3-Day Rescission Period expires and the enrollment is processed by the electric Utility, the relationship between the Customer and the electric supplier will be governed by the terms and conditions contained in the contract.
- 327.44 The 3-Day Rescission Period begins on one of the following dates;

- (a) When the Customer signs the contract;
- (b) When the Customer transmits the electronic acceptance via the Internet; or
- (c) When the Contract is mailed by the supplier the Rescission Period begins when the mail is postmarked.

327.45 An Energy Supplier shall provide the Customer with a notice at least thirty-five (35) Days before expiration or termination of a Contract. The Energy Supplier's expiration or termination notice shall include the following:

- (a) Final Bill payment instructions;
- (b) A statement informing the Customer that unless the Customer selects a new Energy Supplier, Termination of Contract shall return the Customer to the Utility; and
- (c) The Commission's telephone number and Internet address.

327.46 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 at least forty-five (45) Days before the renewal is scheduled to occur;
- (b) Notice of any changes to the material terms and conditions (including billing option, Billing Cycle), must be provided within the forty-five (45) Day notice. The notification of renewal or of any change must be highlighted and clearly stated; and
- (c) The forty-five (45) Day notice 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 Natural Gas Sales Service or electric Standard Offer Service. The notice must also inform the Customer that the Commission can provide the Customer with additional information on the energy supply choices available to the Customer. The telephone number and website for the Commission shall be included in the notice.

327.47 At least 24 hours prior to any change, an Energy Supplier shall provide to the Commission current information regarding changes in its rates charges and services provided.

- 327.48 An Energy Supplier shall post on its website information about its services and rates for Customers that is current and understandable.
- 327.49 An Energy Supplier shall not conduct Meter readings.
- 327.50 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 Utility.
- 327.51 An Energy Supplier may, at the election of a Customer, Bill a Customer in accordance with a level payment billing program. If an Energy Supplier utilizes the billing services of a Utility, an Energy Supplier may use the level payment plan as part of the Utility's billing service. 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 on an annual basis and an explanation of how the monthly payment has been calculated;
 - (c) An indication that 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; and
 - (d) Final bills are issued when either a Customer account is closed or in the case of Customers with third-party suppliers, the supply contract is closed or changed. Any budget plan in effect will be reconciled upon rendering the final Bill. Amounts underpaid will be due within 20 days of final bill rendering. Amounts overpaid may be refunded or credited to the Customer's utility account within 20 days of final bill rendering.
- 327.52 The Energy Supplier may perform a periodic analysis of a Customer's level payment billing 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. If an Energy Supplier utilizes the billing services of a

Utility, the Customer may have an opportunity for revision of the level payment plan at the same time as the Utility allows under the Utility's level payment plan procedures or at a time designated by the Energy Supplier.

327.53 If the Customer enters into a DPA with the Utility pursuant to §306, and the Energy Supplier utilizes the billing services of the Utility, the Utility may include the Energy Supplier's balance as part of its DPA.

327.54 Any Energy Supplier that violates this section may be subject to Sanctions including license revocation upon notice given by the Commission.

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 This section applies to service provided to residential Customers by Telecommunications Service Providers who have received certification to provide local telecommunications services.

328.3 A Telecommunications Service Provider may not engage in a marketing, advertising, Solicitation or trade practice that is unlawful, misleading, or deceptive as set forth in D. C. Code §28-3904.

328.4 A Telecommunications Service Provider shall not engage in Cramming.

328.5 A Telecommunications Service Provider shall not engage in Slamming.

328.6 Any prohibition regarding the disclosure of Account status and Customer information should not preclude Telecommunications Service Providers from obtaining or providing Account status and Customer information for 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.

328.7 Telecommunications Service Providers must follow the Federal Communications Commission rules regarding Customer Proprietary Network Information.

328.8 Advertising of Telecommunications Service Providers shall be neither false nor misleading.

328.9 Information contained in a Telecommunications Service Provider's advertising must be clear, accurate and supportable. In addition, any advertisement that contains any specific statement, claim, comparison or assertion regarding rates, that could reasonably be construed as an attempt to persuade consumers that the a Telecommunications Service Provider's rate offering is better than the comparable rate offering of the 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 excludes local and federal taxes, fees and charges 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 § 328.10(b) *infra*.
- (b) Any taxes, 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.

328.10 Any print Solicitation must contain all material terms and conditions, including, but not limited to, any of the following, if any is a material term or condition:

- (a) Telecommunications Service Provider's name, address, Customer contact, telephone number, and website address (if applicable);
- (b) Itemization of services provided;
- (c) Price 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; and
 - (i) Notice concerning early termination by the Customer and the options open to the Customer if termination occurs.
- 328.11 If the Telecommunications Service Provider is providing Bundled Service and does not break out the individual rates for services in its Solicitation, a disclaimer must accompany the Solicitation.
- 328.12 Telephone Solicitations shall be limited to the hours between 8 a.m. and 9 p.m. and comply with applicable Federal "Do Not Call" rules. Should a conflict between this section and the Federal rules exist, the Federal rules shall apply.
- 328.13 The party making the telephone Solicitation 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; and
 - (c) A brief description of the subject matter being solicited.
- 328.14 Home Solicitations shall be limited between the hours of 8 a.m. and sunset. The soliciting party must produce a picture identification badge and begin the conversation by stating or asking 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) If the Customer would like to hear the full Solicitation.
- 328.15 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 third Business 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.

- 328.16 Each Telecommunications Service Provider must comply with all federal "Do Not Call" rules and maintain its own "Do Not Call" 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.
- 328.17 Any Telecommunications Service Provider that violates this section is subject to having its certification revoked by the Commission, after due process.
- 328.18 Nothing in these regulations will affect the applicability of any Federal or District telephone Solicitation and consumer protection law and regulations, including but not limited to, the fines and penalties thereunder for violation of such laws and regulations.
- 328.19 A Customer may not enter into a new Contract with a Telecommunications Service Provider by refraining from action except when complying with Federal rules governing Customer Proprietary Network Information.
- 328.20 If a Customer wishes to enter into a Contract with a Telecommunications Service Provider, the Telecommunications Service Provider may request, by telephone, in writing, or by Internet or other technological means, information including, but not limited to the following:
- (a) The customer's name;
 - (b) The customer's billing address;
 - (c) The customer's service address;
 - (d) The customer's electronic mail address;
 - (e) The customer's telephone number;
 - (f) The customer's employment information; and
 - (g) The name of a third party responsible for the Bill.

- 328.21 The Telecommunications Service Provider may ask for additional information only after first informing the customer of his or her right not to provide such information.
- 328.22 If a contract is entered into electronically, the following conditions must be met:
- (a) The Telecommunications Service Provider shall 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 electronic submission of the application to Contract with the Telecommunications Service Provider shall constitute a valid and binding “electronic signature;”
 - (c) 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;
 - (d) 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 website of the Telecommunications Service Provider;
 - (e) 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; and
 - (f) At the completion of the Enrollment process, the Telecommunications Service Provider’s website must display that the Customer has agreed to receive service from the Telecommunications Service Provider.

- (g) All electronic transactions and communications via the Internet between the Customer and the Telecommunications Service Provider shall be protected in such a manner as to ensure privacy of the Customer's information.
- 328.23 If applicable, a written Contract requires a written signature of the Customer.
- 328.24 In the event of a dispute over the existence of a Contract, the Telecommunications Service Provider shall bear the burden of proving the Contract's existence.
- 328.25 Upon initiation of service, the Telecommunications Service Provider shall send, within a reasonable period of time, to the Customer:
- (a) A statement of enrollment;
 - (b) A description of the agreed-upon type of service; and
 - (c) Customer service information (including a local or toll-free telephone number).
- 328.26 A Telecommunications Service Provider shall post on the Internet information about its services and rates for Customers that is current and understandable.
- 328.27 Upon request by the Commission, a Telecommunications 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.
- 328.28 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 Telecommunications Service Provider agrees to accept payments under a Deferred Payment Agreement of any amount due for Telecommunications service to a prior Account in the Applicant's 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.
- 328.29 The Telecommunications Service Provider may request either a Deposit, guarantee or other payment option, but not both, as a condition of service.
- 328.30 An oral application for service shall be deemed completed when an applicant who meets the requirements of subsection 328.29 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.
- 328.31 An application for service not approved within three (3) Business Days may be deemed denied.
- 328.32 No Telecommunications Service Provider shall deny an application for service or condition service upon Deposit, guarantee or other payment option without advising the Applicant verbally or in writing within three (3) Business Days of receipt of the application for service of:
- (a) The reason or reasons for the denial, or the requirement for a Deposit, guarantee, or other payment option;
 - (b) Precisely what the Applicant must do to qualify for service or satisfy the requirement; and
 - (c) His or her right to an investigation and review by the Commission of the denial or request for a Deposit, guarantee, or other payment option. 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.
- 328.33 A Telecommunications Service Provider may not refuse service to a present or prospective Customer based upon the following grounds:
- (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; or
- (c) Failure to pay directory advertising charges;

However, a Telecommunications Service Provider may refuse to provide services to a present or prospective Customer who has failed to pay an outstanding balance due the company for residential services incurred by the applicant or present Customer unless the applicant or present Customer consents to sign an agreement to pay the outstanding bill for such services or charges.

328.34 No Telecommunications Service Provider shall require any Applicant or existing residential Customer to post a Deposit, guarantee or be subjected to a credit limit or a direct debit payment option as a condition of receiving Telecommunications services unless the existing Customer or Applicant:

- (a) Has an Account that has been delinquent in excess of sixty (60) days within the previous twelve (12) months;
- (b) Has had Telecommunications services terminated for non-payment during the preceding six (6) months or has an outstanding balance on a previous District of Columbia residential Account;
- (c) 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
- (d) Fails to provide reasonable proof of identity.

328.35 If a 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.

328.36 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.

328.37 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 15th of each year, equal to the average annual yields of one year Treasury bills for September, October, and November of the preceding year.

328.38 Each Telecommunications Service Provider holding Customer Deposits shall send a statement to each Customer when the Deposit is applied to an unpaid Bill or Bills which shows the following:

- (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 Customer.

328.39 Upon Disconnection 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.

328.40 A Deposit and accrued interest shall be refunded promptly or applied as a credit to the Customer's account by the Telecommunications Service Provider upon satisfactory payment by the Customer of all proper Charges for Telecommunications service for twelve (12) consecutive months. The Telecommunications Service Provider may withhold return of Deposit funds pending resolution of any dispute.

328.41 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.

328.42 Each customer posting a Deposit shall promptly receive a confirmation 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.

328.43 A Telecommunications Service Provider may suspend or disconnect Telecommunications service, 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 Disconnection 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 DPA;
- (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 or provide a guarantee;
- (e) Is in bankruptcy, receivership, has abandon 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) Fails to keep a prior promise to pay 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.

328.44

A notice of suspension or Disconnection may either be sent along with the Bill or 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 Disconnection shall clearly state or include:

- (a) The earliest date on which suspension or disconnection may occur;
- (b) The reasons for suspension or disconnection and the manner in which suspension or disconnection may be avoided including the total amount required to be paid to avoid suspension or disconnection;
- (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 DPA, which shall be capitalized and in bold print; and

(f) Additional information consistent with this Chapter.

- 328.45 A Telecommunications Service Provider shall not Disconnect Residential Service unless a Disconnection or suspension notice has been sent to the Customer at the billing address by either first class mail or other technological means at least fifteen (15) Days prior to the date of proposed Disconnection. The Telecommunications Service Provider shall not suspend Residential Service unless a suspension notice has been sent to the Customer at the billing address by either first class mail or other technological means at least ten (10) Days prior to the date of proposed suspension. Any notice required to be sent to a Customer prior to Disconnection or suspension of service may be sent along with the Bill for service; however, the notice of Disconnection or suspension of service must be on the first page of the Bill and shall be in bold print. When the Customer has requested, a duplicate copy of the notice shall be sent by either first class mail or Internet or other technological means to a designated third party. The third party assumes no obligation for the Customer's Account.
- 328.46 A Telecommunications Service Provider may not issue or send a notice of suspension or Disconnection unless at least twenty-five (25) Days have elapsed from the Bill date. 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.
- 328.47 The Telecommunications Service Provider shall make, at minimum, two (2) attempts to contact the Customer by telephone, in writing, in Person or other technological means, to advise of the pending action and what steps must be taken to avoid Disconnection. At least two (2) Days before the date set for Disconnection of service, a Telecommunications Service Provider shall make reasonable efforts to contact the Customer, by telephone, in person or other technological means, to advise of the pending action and what steps must be taken to avoid Disconnection.
- 328.48 A Telecommunications Service Provider shall not disconnect service for the period after 5:00 p.m. Thursday and before 8:00 a.m. Monday, 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.
- 328.49 Subsection 328.48 shall not apply to service Disconnection to abandoned buildings, where the Customer has requested Disconnection in circumstances of unsafe conditions, or to Disconnection of Telecommunications services where there is evidence of toll abuse or fraud.

- 328.50 No Telecommunications Service Provider shall suspend or disconnect service on the grounds that a customer's facilities have been abandoned or are being used by unauthorized persons unless such Telecommunications Service Provider shall first determine by such means as are reasonably 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 Disconnection, 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.
- 328.51 No Telecommunications Service Provider shall suspend or disconnect service for non-payment of bills rendered unless:
- (a) It has 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 Disconnection occurs that payment has not been posted to the customer's account as of the opening of business on that day.
- 328.52 Each Telecommunications Service Provider shall ensure that any payments made in response to a notice of suspension or Disconnection, when the customer brings to the attention of the Telecommunications Service Provider or its collection agents that such a notice has been issued, are:
- (a) Posted to the Customer's account on the day payment is received; or
 - (b) Processed in a manner such that suspension or Disconnection will not occur.
- 328.53 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.
- 328.54 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.

328.55 A Telecommunications Service Provider shall reconnect service within twenty-four (24) hours of cure of the cause for suspension or Disconnection upon:

- (a) Receipt by the Telecommunications Service Provider of full amount of arrears for which service was suspended or Disconnected or upon the elimination of conditions that warranted suspension or termination of service; or
- (b) Agreement by the Telecommunications Service Provider and the Customer on a Deferred Payment Agreement and the remittance of a down payment, if required under the plan.

328.56 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 § 328.55, service shall be reconnected by the Telecommunications Service Provider or Utility with ownership or control of the facilities causing the service interruption within four (4) hours after those circumstances cease to exist.

328.57 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.

329 – 397 [RESERVED]

398 WAIVER

398.1 The Commission may, upon request with good cause shown, or on its own, 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: a record capturing information related to the service(s) provided to a Customer or at a premise by a Utility, Energy Supplier or Telecommunications Service Provider or third party biller on behalf of a Utility, Energy Supplier or Telecommunications Service Provider.

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: Person who requests natural gas, electric or Telecommunications services at premises to be used as his or her residence or the residence of a third party on whose behalf the Person is requesting service.

Bill: a statement from the Utility, Energy Supplier, or Telecommunications Service Provider, stating the Charges for the services rendered to the Customer or premises.

Billing Cycle: the 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.

Bundled Service: package of multiple services offered at a single price.

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

Charge: the price of a service or commodity to a Customer or premise.

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

Complaint: any contact by a Customer or his or her Designated Representative with the Commission in which the Customer or Designated Representative registers dissatisfaction with the Utility, Energy Supplier, or Telecommunications Service Provider's service.

Complainant: a Customer or Customer's Designated Representative who files a Complaint.

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.

Consolidated Bill: an arrangement whereby a Customer receives a single Bill from a Utility.

Confirmation: (A) Confirmation of a telephone application for Enrollment of a residential Customer refers to action taken by a competitive Energy Supplier wherein an Independent Third Party Verifier must 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.

Contract: an agreement between a Customer and an 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 (for Telecommunications Service Providers): the practice of causing unauthorized, misleading or deceptive Charges to be placed to a Customer's existing Telecommunications service Account option(s).

Cramming (for Energy Suppliers): the practice of adding services or Charges to a Customer's existing retail energy service options absent the express consent of the Customer.

Customer: an accountholder or purchaser of electric, natural gas or Telecommunications services for residential use in the District of Columbia, excluding master-metered apartments with four or more units. An Account holder is a person in whose name an account with a Utility, Energy Supplier, or Telecommunications Service Provider has been established.

Day: a calendar day unless otherwise specified.

Deferred Payment Agreement (DPA): an agreement whereby a Customer pays a past due balance on an installment basis.

Deposit: any payment made by a Customer to a Utility, Energy Supplier or Telecommunications Service Provider in order to secure the Utility, Energy Supplier or Telecommunications Service Provider against potential Customer nonpayment or default.

Designated Representative: a Person for whom the Customer of record has submitted a notarized letter with the Office of Consumer Services authorizing the representative to act on his or her behalf.

Disconnection: an action by a Utility or Telecommunications Service Provider to prevent the delivery of energy or Telecommunications services. For Telecommunications services, this shall also include the suspension of services.

Distribution Service Charge: a Charge levied by the Electric or Natural Gas Utility to deliver energy supply to the Customer.

EDI Transaction: Electronic Data Interchange.

Electric Utility: the company that provides electric 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 Bill: a Bill for natural gas or electric service which is not based on an actual meter reading by the Utility or Customer.

Evergreen Contract: a Contract that is capable of automatic renewal without any action by the Customer.

Formal Complaint: a written Complaint filed with the Commission.

Generation Service Charge: a Charge levied by the Energy Supplier or Utility for the provision of electricity supply to the Customer.

Independent Third-Party Verifier: a Person retained by individual Energy Suppliers 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 with the Commission's Office of Consumer Services requesting mediation of a dispute after the Customer has failed to resolve the dispute directly with the Utility, Energy Supplier, or Telecommunications Service Provider.

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 Sales Service: services governed under WG's Rate Schedule No. 1., with Sales Service, whereby the Customer receives natural gas supply from the Washington Gas Light Company. Sales Service is also available as a default 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.

Natural Gas Utility: the company that provides Sales Service and delivery of distribution service and is regulated by the Public Service Commission of the District of Columbia.

Office of Consumer Services: an office 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.

Person: every individual, corporation, company, association, joint-stock company, firm, partnership, or other entity.

Purchased Gas Charge (PGC): the provision in a Natural Gas Utility'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.

Rescission Notice: written correspondence issued to the Customer via U.S. Mail notifying the Customer of the right to cancel.

Rescission Period: the time period within which a Customer may choose to cancel a Contract for natural gas or electric service with an energy supplier.

Residential Service: natural gas or electric service to a separately metered household, and including natural gas service to not more than three dwelling units 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.

Sanctions: The following Sanctions may be imposed by the Commission:

- (a) **Civil Penalties:** The Commission may impose a civil penalty of not more than \$10,000 for each violation. Each Day a violation continues shall be considered a separate violation for purposes of this penalty. The commission shall determine the amount of a civil penalty after considering the following: the number of previous violations of any provisions of Commission law or regulations; the gravity and duration of the current violations; and the good faith efforts of the Licensee or Person charged in attempting to achieve compliance after the Commission provides notice of the violation.
- (b) **Customer Refund or Credit:** The Commission may order a Licensee to issue a refund or credit to a Customer.
- (c) **Cease and Desist Order:** The Commission may order the Licensee to cease adding or soliciting additional Customers; cease serving Customers in the District of Columbia; and cease any action found to be in violation of Commission orders, rules or regulations.
- (d) **Cancellation of a Contract or part of a Contract between a Customer and a Licensee.**
- (e) **Suspension of License.**
- (f) **Revocation of License.**

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

Slamming (for Telecommunications Service Providers): occurs when a company changes a Customer's Telecommunication's carrier selection without that Customer's knowledge or explicit authorization.

Slamming (for Energy Suppliers): the practice of switching a Customer's natural gas or electric supplier Account without the express consent of the Customer.

Solicitation: A communication in any medium that urges a customer to Contract for receipt of specific natural gas, electricity, or Telecommunications services from an Energy Supplier or Telecommunications Service Provider. Types of Solicitation may include, but are not limited to, telephone Solicitation, radio advertisements, print advertisements, home Solicitations, electronic advertisements (i.e. Internet), newspaper advertisements, and written Solicitations.

Standard Offer Service: Service provided by the incumbent electric Utility to 1) Customers who do not choose an electricity supplier; 2) Customers who cannot arrange to purchase electricity from an electricity supplier; and 3) Customers who contract for electricity with an electricity supplier, but who fail to receive delivery of electricity under such Contracts.

Tariff: a schedule of rates, terms and conditions governing the provision of Telecommunications or energy service on file with the Public Service Commission.

Telecommunications Service Provider: for purposes of this chapter only, any provider of Telecommunications service that was not an incumbent local exchange carrier in the District of Columbia on January 31, 1996.

Termination of Contract: cessation of a Contract for supply with an Energy Supplier or services of a Telecommunications Service Provider between the Service Provider and Customer."

Utility: every street railroad, street railroad corporation, common carrier, gas plant, gas corporation, electric company, telephone corporation, telephone line, telegraph corporation, telegraph line, and pipeline company.

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.

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 Reply Comments to be filed within forty-five (45) days from the date of publication in the *D.C. Register* to

Dorothy Wideman, 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 on the Commission's website, www.dcpssc.org, or at cost, by writing the Commission Secretary at the above address.

**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. 1050, IN THE MATTER OF THE INVESTIGATION OF
IMPLEMENTATION OF INTERCONNECTION STANDARDS IN THE
DISTRICT OF COLUMBIA**

1. The Public Service Commission of the District of Columbia (“Commission”) hereby gives notice, pursuant to the D.C. Official Code Section 2-505,¹ of its intent to adopt Chapter 40, of Title 15 of the District of Columbia Municipal Regulations (“DCMR”), commonly referred to as the “District of Columbia Small Generator Interconnection Rules” (“DCSGIR”).

2. The proposed DCSGIR sets forth standards to establish the technical and procedural requirements for small generator facilities to be interconnected and operated in parallel with the electric distribution system owned or operated by an electric distribution company (“EDC”) in the District of Columbia. The Commission gives notice of its intent to take final rulemaking action in not less than thirty (30) days after publication of this Notice of Proposed Rulemaking (“NOPR”) in the *D.C. Register*.

**CHAPTER 40 DISTRICT OF COLUMBIA SMALL GENERATOR
INTERCONNECTION RULES**

Section

| | |
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| 4000 | Purpose and Applicability |
| 4001 | Interconnection Requests, Fees, and Forms |
| 4002 | Certified Interconnection Equipment |
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| 4004 | Level 1 Interconnection Reviews |
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| 4011-4098 | [Reserved] |

¹ D.C. Official Code § 2-505 (2001). The first NOPR for Chapter 40 was published in *55 D.C. Reg.* 1332-1361 (February 8, 2008). To ensure that the DCSGIR is accurate and consistent, the Commission has made some modifications to the proposed rules and is publishing another NOPR.

4099 Definitions

4000 PURPOSE AND APPLICABILITY

4000.1 This Chapter establishes the District of Columbia Small Generator Interconnection Rules (“DSGIR”) which apply to facilities satisfying the following criteria:

- (a) The total nameplate capacity of the small generator facility is equal to or less than 10 megawatts (“MW”);
- (b) The small generator facility is not subject to the interconnection requirements of PJM Interconnection; and
- (c) The small generator facility is designed to operate in parallel with the electric distribution system.

4001 INTERCONNECTION REQUESTS, FEES, AND FORMS

4001.1 Interconnection customers seeking to interconnect a small generator facility shall submit an interconnection request using a standard form approved by the Commission to the electric distribution company (“EDC”) that owns the electric distribution system to which interconnection is sought. The EDC shall establish processes for accepting interconnection requests electronically.

4001.2 The Commission shall determine the appropriate interconnection fees, and the fees shall be posted on the EDC’s website and listed in the electric utility’s tariffs.

4001.3 In circumstances where standard forms and agreements are used as part of the interconnection process defined in this document, electronic versions of those forms shall be approved by the Commission and posted on the EDC’s website.

4002 CERTIFIED INTERCONNECTION EQUIPMENT

4002.1 Interconnection equipment shall be deemed certified with this Chapter upon establishment of the following:

- (a) The interconnection equipment has been tested in accordance with the appropriate codes and standards referenced in this Chapter by any nationally recognized testing laboratory (“NRTL”) recognized by the United States Occupational Safety and Health Administration (“OSHA”) to test and certify interconnection

equipment pursuant to the relevant codes and standards listed in Section 4002.4;

- (b) The interconnection equipment has been labeled and is publicly listed by such NRTL at the time of the interconnection application; and
- (c) The interconnection customer verifies that the intended use of the interconnection equipment falls within the use or uses for which the interconnection equipment is labeled, and is listed by the NRTL.

4002.2 If the interconnection equipment is an integrated equipment package such as an inverter, then the interconnection customer shall show that the generator or other electric source being utilized is compatible with the interconnection equipment and is consistent with the testing and listing specified for this type of interconnection equipment.

4002.3 If the interconnection equipment includes only interface components (switchgear, multi-function relays, or other interface devices), then an interconnection customer shall show that the generator or other electric source being utilized is compatible with the interconnection equipment and is consistent with the testing and listing specified for this type of interconnection equipment.

4002.4 To meet the requirements for certification, interconnection equipment shall be evaluated by an NRTL in accordance with the following codes and standards:

- (a) IEEE 1547.1 Standard for Conformance Tests Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and
- (b) Underwriters Laboratories (“UL”), UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems.

4002.5 The interconnection equipment shall meet the requirements of the most current approved version of each document listed in Section 4002.4, as amended and supplemented at the time the interconnection request is submitted for certification.

4002.6 Certified interconnection equipment shall not require further design testing or production testing, as specified by IEEE Standard 1547 Sections 5.1 and 5.2, or additional interconnection equipment modification to meet the

requirements. However, nothing herein shall preclude the need for an on-site Witness Test or operational test by the interconnection customer.

4003 INTERCONNECTION REVIEW LEVELS

4003.1 The EDC shall review interconnection requests using one (1) or more of the four (4) levels of review procedures established by this Chapter. The EDC shall first use the level of agreement specified by the interconnection customer in the application form. The EDC may not impose additional requirements not specifically authorized unless the EDC and the interconnection customer mutually agree to do so in writing.

4004 LEVEL 1 INTERCONNECTION REVIEWS

4004.1 For Level 1 Review, the EDC shall use Level 1 procedures for evaluation of all interconnection requests to connect inverter-based small generation facilities when:

- (a) The small generator facility has a nameplate capacity of 10 kW or less; and
- (b) The customer interconnection equipment proposed for the small generator facility is certified.

4004.2 For Level 1 Adverse Impact Screens, the EDC shall evaluate the potential for adverse system impacts using the following screens, which must be satisfied:

- (a) For interconnection of a proposed small generator facility to a line section on a radial distribution circuit, the aggregated generation on the line section, including the proposed small generator facility, shall not exceed fifteen (15) percent of the line section's annual peak load;
- (b) For interconnection of a proposed small generator facility to an area network with two (2) two-way power flow or to a spot network distribution system with two (2) two-way power flow there shall be no reverse power conditions through the EDC network protector. The proposed small generator facility shall not cause network protector cycling; inadvertent network protector opening; or impact any other customer under any conditions (including fault conditions);
- (c) For interconnection of a proposed small generator facility to the load side of spot network protectors and when aggregated with

other generation, load may not exceed five (5) percent of the spot network's maximum load;

- (d) When a proposed small generator facility is to be interconnected on a single-phase shared secondary line, the aggregate generation capacity on the shared secondary line, including the proposed small generator facility, may not exceed 20 kW;
- (e) When a proposed small generator facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition may not create an imbalance between the two sides of the 240 volt service of more than twenty (20) percent of the nameplate rating of the service transformer; and
- (f) Construction of facilities by the EDC on its own system is not required to accommodate the small generator facility.

4004.3 The Level 1 Interconnection Review shall be conducted in accordance with the following procedures:

- (a) An EDC shall, within ten (10) business days after receipt of the interconnection request, inform the interconnection customer in writing or by electronic mail that the interconnection request is complete or incomplete and indicate what, if any, materials are missing;
- (b) When an interconnection request is complete, the EDC shall assign a queue position; and
- (c) The EDC shall, within fifteen (15) business days after the end of the ten (10) business days noted above in paragraph (a), verify that the small generator facility equipment can be interconnected safely and reliably using Level 1 screens and provide an interconnection agreement to the customer. If deemed necessary by the EDC, the EDC shall conduct a spot or area network impact study at its own expense within the fifteen (15) business days referenced above.

4004.4 Unless the EDC determines and demonstrates to the interconnection customer that a small generator facility cannot be interconnected safely or reliably to its system and provides a letter to the interconnection customer explaining its reasons for denying an interconnection request, the EDC shall approve the interconnection request subject to the following conditions:

- (a) The small generator facility has been approved by local or municipal electric code officials with jurisdiction over the interconnection;
- (b) A certificate of completion has been received by the EDC from the interconnection customer. Completion of local inspections may be designated on inspection forms used by local inspecting authorities;
- (c) The EDC has either waived the right to a Witness Test or has completed its Witness Test in accordance with Section 4004.6; and
- (d) The interconnection customer has signed a small generator interconnection agreement. If an interconnection customer does not sign the agreement within thirty (30) business days after submission by the EDC by mail or electronic mail, the interconnection request may be deemed withdrawn unless the deadline has been extended in writing by mutual agreement of the parties.

4004.5 Within ten (10) business days of the estimated commissioning date, the EDC may, upon reasonable notice and at a mutually convenient time, conduct a Witness Test of the small generator facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. If the EDC does not perform the Witness Test within the ten (10) business day period or such other time as is mutually agreed to by the parties, the Witness Test is deemed waived.

4004.6 When a small generator facility is not approved under a Level 1 review, the interconnection customer may submit a new interconnection request for consideration under Level 2, Level 3, or Level 4 procedures.

4005 LEVEL 2 INTERCONNECTION REVIEWS

4005.1 The EDC shall use the Level 2 review procedure for an interconnection request when:

- (a) The nameplate capacity rating is 2 MW or less;
- (b) The interconnection equipment proposed for the small generator facility is certified; and
- (c) The proposed interconnection is to a radial distribution circuit or to a spot network serving one customer.

4005.2 For Level 2 Adverse Impact Screens, the EDC shall evaluate the potential or adverse system impacts using the following screens which must be satisfied:

- (a) For interconnection of a proposed small generator facility to a radial distribution circuit, the aggregated generation on the line section, including the proposed small generator facility, may not exceed fifteen (15) percent of the line section annual peak load;
- (b) For interconnection of a proposed small generator facility to the load side of a spot network that protector supplies one specific service point, the proposed small generator facility shall utilize a certified inverter-based equipment package and may not exceed five (5) percent of the spot network's maximum load;
- (c) For spot network interconnection, the generation shall not result in any reverse power conditions through the EDC network protectors. The proposed small generator facility cannot cause network protector cycling, inadvertent network protector opening, or have adverse impacts on any other customer under any conditions (including under fault conditions);
- (d) The proposed small generator facility, in aggregation with other generation on the distribution circuit, may not contribute more than ten (10) percent to the distribution circuit's maximum fault current at the point on the primary line nearest the point of common coupling;
- (e) The proposed small generator facility, in aggregate with other generation on the distribution circuit, may not cause any distribution protective devices and equipment (including substation breakers, fuse cutouts, and line reclosers), or other customer equipment on the electric distribution system to be exposed to fault currents exceeding 87.5 percent of the short circuit interrupting capability. The interconnection request may not receive approval for interconnection on a circuit that already exceeds 87.5 percent of the short circuit interrupting capability;
- (f) The proposed small generator facility's point of common coupling may not be on a transmission line;
- (g) When a customer-generator facility is to be connected to three-phase, three-wire primary EDC distribution lines, a three-phase or single-phase generator shall be connected phase-to-phase;

- (h) When a customer-generator facility is to be connected to three-phase, four-wire primary EDC distribution lines, a three-phase or single-phase generator shall be connected line-to-neutral and shall be effectively grounded;
- (i) When the proposed small generator facility is to be interconnected on single-phase shared secondary line, the aggregate generation capacity on the shared secondary line, including the proposed small generator facility, shall not exceed 20 kW;
- (j) When a proposed small generator facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition may not create an imbalance between the two sides of the 240 volt service of more than twenty (20) percent of the nameplate rating of the service transformer;
- (k) A small generator facility, in aggregate with other generation interconnected to the distribution side of a substation transformer feeding the circuit where the small generator facility proposes to interconnect, may not exceed 10 MW in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity; and
- (l) Except as permitted by an additional review in Level 2 Procedures, Section 4005.7, no construction of facilities by an EDC on its own system shall be required to accommodate the small generator facility.

4005.3 Interconnection to area networks is not permitted under the Level 2 review process.

4005.4 The Level 2 interconnection review shall be conducted in accordance with the following procedures:

- (a) An EDC shall, within ten (10) business days after receipt of the interconnection request, inform the interconnection customer in writing or by electronic mail that the interconnection request is complete or incomplete. As part of this process, the EDC shall assign a queue position. The queue position of the interconnection request shall be used to determine the potential adverse system impact of the small generator facility based on the relevant screening criteria. If there are higher queued interconnection customers on the same radial line circuit or spot network, the EDC shall evaluate the interconnection request by performing any Level 2 screens requiring aggregate capacity calculations and determine if the small generator facility exceeds any of the aggregate capacity

requirements. If an aggregate capacity requirement is exceeded, the EDC shall not be obligated to meet the timeline for reviewing the interconnection request until such time as the EDC has completed the review of all other interconnection requests that have a higher queue position and impact the aggregate capacity calculation that has been exceeded and shall so notify the interconnection customer.

- (b) When an EDC determines that additional information is required to complete an evaluation, the EDC shall request the information. The time necessary to complete the evaluation may be extended by mutual agreement of the parties, but only to the extent of the time required for receipt of the additional information. During an extension of time to submit additional information, the EDC may not begin a new review process or alter the interconnection customer's queue position.
- (c) Within twenty (20) business days after the EDC notifies the interconnection customer that it has received a completed interconnection request, the EDC shall:
 - (1) Evaluate the interconnection request using the Level 2 screening criteria;
 - (2) Review the interconnection customer's analysis, if provided by the interconnection customer, using the same criteria used by the customer;
 - (3) Conduct a spot network impact study at its own expense within the above noted timeframe, if deemed necessary by the EDC; and
 - (4) Provide the interconnection customer with the EDC's evaluation, including a comparison of the results of its own analyses with those of interconnection customer, if applicable. When an EDC does not have a record of receipt of the interconnection request and the interconnection customer can demonstrate that the original interconnection request was delivered, the EDC shall expedite its review to complete the evaluation of the interconnection request within twenty (20) business days of the interconnection customer's re-submittal.

4005.5

When an EDC determines that the interconnection request passes the Level 2 screening criteria, the EDC shall provide the interconnection

customer a small generator interconnection agreement within five (5) business days after the determination.

- 4005.6 When an EDC determines that the interconnection request fails one (1) or more of the Level 2 screening criteria but determines that the small generator facility can be interconnected safely and reliably, the EDC shall provide the interconnection customer a small generator interconnection agreement within five (5) business days after the determination.
- 4005.7 Additional review may be appropriate when a small generator facility has failed to meet one or more of the Level 2 screens. An EDC shall offer to perform additional review to determine whether minor modifications to the electric distribution system would enable the interconnection to be made consistent with safety, reliability and power quality criteria. The EDC shall provide the interconnection customer with a nonbinding, good faith estimate of the costs of additional review and minor modifications. The EDC shall undertake the additional review or modifications only after the interconnection customer consents to pay for the review and modifications.
- 4005.8 An interconnection customer shall have thirty (30) business days to sign and return the agreement. When an interconnection customer does not sign the agreement within thirty (30) business days, the interconnection request shall be deemed withdrawn unless the interconnection customer requests to have the deadline extended in writing prior to the expiration of the thirty (30) business day period. The request for extension may not be unreasonably denied by the EDC.
- 4005.9 When construction is required under the provisions of Sections 4005.5 and 4005.6, the interconnection of the small generator facility shall proceed according to any milestones agreed to by the parties in the small generator interconnection agreement. The small generator interconnection agreement shall not become final until:
- (a) The milestones agreed to in the small generator interconnection agreement are satisfied;
 - (b) The small generator facility is approved by electric code officials with jurisdiction over the interconnection;
 - (c) The interconnection customer provides a certificate of completion to the EDC. Completion of local inspections may be designated on inspection forms used by local inspecting authorities; and

- (d) There is a successful completion of the witness test per the terms and conditions found in the Standard Agreement for Interconnection of Small Generator Facilities, unless waived.

4005.10 If the small generator facility is not approved under a Level 2 review, the EDC shall provide the interconnection customer a letter explaining its reasons for denying the interconnection request. The interconnection customer may submit a new interconnection request for consideration under a Level 3 or Level 4 interconnection review. The queue position assigned to the Level 2 interconnection request shall be retained provided the request is made within fifteen (15) business days of notification that the current interconnection request is denied.

4006 LEVEL 3 INTERCONNECTION REVIEWS

4006.1 The EDC shall use Level 3 review procedures for evaluating interconnection requests to area networks and radial distribution circuits where power shall not be exported based on the criteria in this section; however, interconnection to spot networks is not permitted under the Level 3 review process.

4006.2 For interconnection requests to the load side of an area network the following criteria shall be satisfied to qualify for a Level 3 expedited review:

- (a) The nameplate capacity of the small generator facility is less than or equal to 50 kW; and
- (b) The proposed small generator facility utilizes a certified inverter-based equipment package.

4006.3 For Level 3A Adverse Impact Screens, the EDC shall evaluate the potential for adverse system impacts using the following screens which must be satisfied:

- (a) If the small generator facility utilizes reverse power relays and/or other protection functions that prevent power flow to the area network, the proposed small generator facility cannot cause network protector cycling; inadvertent network protector opening; or impact any other customer under any conditions (including under fault conditions);
- (b) The aggregated other generation on the area network may not exceed the smaller of five (5) percent of an area network's maximum load or 50 kW; and

- (c) No construction of facilities by the EDC shall be required to accommodate the small generator facility.

4006.4 For Level 3A, the EDC shall use the additional review procedures listed in Section 4006.8 and the following review procedures:

- (a) The EDC shall evaluate the interconnection request under Level 2 interconnection review procedures as set forth in Level 3A Procedures except that the EDC may have twenty-five (25) business days to conduct an area network impact study at its own expense to determine any potential adverse system impacts of interconnecting to the EDC's area network;
- (b) In the event the area network impact study identifies potential adverse system impacts, the EDC may determine at its sole discretion that it is inappropriate for the small generator facility to interconnect to the area network in which case the interconnection request shall be denied; however, the interconnection customer may elect to submit a new interconnection request for consideration under Level 4 procedures in which case the queue position assigned to the Level 3 interconnection request shall be retained provided the request is made within fifteen (15) business days of notification that the current application is denied; and
- (c) In the event the EDC denies the interconnection request, the EDC shall provide the interconnection customer with a copy of its area network impact study and written justification for denying the interconnection request.

4006.5 For interconnection requests to a radial distribution circuit, the following criteria shall be satisfied to qualify for a Level 3 review:

- (a) The small generator facility has a nameplate capacity of 10 MW or less;
- (b) The aggregated total of the nameplate capacity of all of the generators on the circuit, including the proposed small generator facility, is 10 MW or less;
- (c) The small generator shall use reverse power relays or other protection functions that prevent power flow onto the electric distribution system;
- (d) The small generator is not served by a shared transformer; and

- (e) No construction of facilities by the electric distribution company on its own system shall be required to accommodate the small generator facility.
- 4006.6 Level 3B Adverse Impact Screens are the same as the Level 2 adverse impact screens.
- 4006.7 Level 3B review procedures are the same as Level 2 review procedures, except that Section 4006.8 contains additional procedures for all Level 3 requests.
- 4006.8 The following additional procedures shall apply to all Level 3 interconnection requests:
- (a) Once the interconnection request is deemed complete by the EDC, the EDC shall assign a queue position based upon the date and time the interconnection request is determined to be complete. The queue position of each interconnection request shall be used to determine the potential adverse system impact of the small generator facility based on the relevant screening criteria. The interconnection customer shall proceed under the timeframes of this section. The EDC shall notify the interconnection customer about other higher-queued interconnection customers on the same radial line or area network to which the interconnection customer is seeking to interconnect.
 - (b) The interconnection customer shall have thirty (30) business days after submission of the small generator interconnection agreement, to sign and return the small generator interconnection agreement. If the interconnection customer does not sign the small generator interconnection agreement within thirty (30) business days, the request shall be deemed withdrawn unless the parties mutually agree in writing to extend the time period for executing the small generator interconnection agreement prior to the expiration of the thirty (30) business day period. After the small generator interconnection agreement is signed by the parties, interconnection of the small generator facility shall proceed according to any milestones agreed to by the parties in the small generator interconnection agreement.
 - (c) The interconnection agreement shall not be final until:
 - (1) Any milestones agreed to in the small generator interconnection agreement are satisfied;

- (2) The small generator facility is approved by electric code officials with jurisdiction over the interconnection;
 - (3) The interconnection customer provides a certificate of completion to the EDC; and
 - (4) There is a successful completion of the witness test per the terms and conditions contained in the Standard Agreement for Interconnection of Small Generator Facilities unless waived.
- (d) If the small generator facility is not approved under a Level 3 review, the interconnection customer may submit a new interconnection request for consideration under the Level 4 procedures without sacrificing the original queue position, provided the revised interconnection request is submitted within fifteen (15) business days of notice that the current request has not been approved.

4007 LEVEL 4 INTERCONNECTION REVIEWS

4007.1 The EDC shall use the Level 4 study review procedures for evaluating interconnection requests when:

- (a) The nameplate capacity of the small generation facility is less than 10 MW;
- (b) The interconnection request was not approved under a Level 1, Level 2, or Level 3 expedited review and the interconnection customer has submitted an interconnection request for consideration under a Level 4 study review; and
- (c) The interconnection request does not meet the criteria for qualifying for an expedited review under Level 1, Level 2 or Level 3 review procedures.

4007.2 The Level 4 review shall be conducted in accordance with the following process:

- (a) Within ten (10) business days from receipt of an interconnection request, the EDC shall notify the interconnection customer whether the request is complete. When the interconnection request is deemed not complete, the EDC shall provide the interconnection customer with a written list detailing information required to complete the interconnection request. The interconnection customer shall have ten (10) business days to provide appropriate

data in order to complete the interconnection request, or the interconnection request shall be considered withdrawn. The parties may agree to extend the time for receipt of the additional information. The interconnection request shall be deemed complete when the required information has been provided by the interconnection customer, or the parties have agreed that the interconnection customer may provide additional information at a later time.

- (b) When an interconnection request is complete, the EDC shall assign a queue position. The queue position of an interconnection request shall be used to determine the cost responsibility necessary for the facilities to accommodate the interconnection. The EDC shall notify the interconnection customer about other higher-queued interconnection customers that have the potential to impact the cost responsibility.
- (c) The following procedures shall be followed in performing a Level 4 study review:
 - (1) By mutual agreement of the parties, the scoping meeting, interconnection feasibility study, interconnection impact study, or interconnection facilities study provided for in a Level 4 review and discussed in this paragraph may be waived;
 - (2) If agreed to by the parties, a scoping meeting shall be held within ten (10) business days, or such other time as is mutually agreed to by the parties after the EDC has notified the interconnection customer that the interconnection request is deemed complete, or the interconnection customer has requested that its interconnection request proceed after failing the requirements of a Level 2 review or Level 3 review. The purpose of the meeting shall be to review the interconnection request, existing studies relevant to the interconnection request, and the results of the Level 1, Level 2 or Level 3 screening criteria;
 - (3) When the parties agree at a scoping meeting that an interconnection feasibility study shall be performed, the EDC shall provide to the interconnection customer, no later than five (5) business days after the scoping meeting, an interconnection feasibility study agreement, including an outline of the scope of the study and a nonbinding good faith estimate of the cost to perform the study;

- (4) When the parties agree at a scoping meeting that an interconnection feasibility study is not required, the EDC shall provide to the interconnection customer, no later than five (5) business days after the scoping meeting, an interconnection system impact study agreement, including an outline of the scope of the study and a nonbinding good faith estimate of the cost to perform the study; and
 - (5) When the parties agree at the scoping meeting that an interconnection feasibility study and system impact study are not required, the EDC shall provide to the interconnection customer, no later than five (5) business days after the scoping meeting, an interconnection facilities study agreement including an outline of the scope of the study and a nonbinding good faith estimate of the cost to perform the study.
- (d) Any required interconnection studies shall be carried out using the following guidelines:
- (1) An interconnection feasibility study shall include the following analyses and conditions for the purpose of identifying and addressing potential adverse system impacts to the EDC's electric distribution system that would result from the interconnection:
 - (A) Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - (B) Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - (C) Initial review of grounding requirements and system protection;
 - (D) Description and nonbinding estimated cost of facilities required to interconnect the small generator facility to the EDC's electric distribution system in a safe and reliable manner; and
 - (E) Additional evaluations at the expense of the interconnection customer, when an interconnection customer requests that the interconnection

feasibility study evaluate multiple potential points of interconnection.

- (2) An interconnection system impact study shall evaluate the impact of the proposed interconnection on both the safety and reliability of the EDC's electric distribution system. The study shall identify and detail the system impacts that result when a small generator facility is interconnected without project or system modifications, focusing on the adverse system impacts identified in the interconnection feasibility study, or potential impacts including those identified in the scoping meeting. The study shall consider all generating facilities that, on the date the interconnection system impact study is commenced, are directly interconnected with the EDC's system, have a pending higher queue position to interconnect to the system, or have a signed a small generator interconnection agreement.
 - (A) A distribution interconnection system impact study shall be performed when a potential distribution system adverse system impact is identified in the interconnection feasibility study. The EDC shall send the interconnection customer an interconnection system impact study agreement within five (5) business days of transmittal of the interconnection feasibility study report. The agreement shall include an outline of the scope of the study and a good faith estimate of the cost to perform the study. The impact study shall include:
 - i. A load flow study;
 - ii. Identification of affected systems;
 - iii. An analysis of equipment interrupting ratings;
 - iv. A protection coordination study;
 - v. Voltage drop and flicker studies;
 - vi. Protection and set point coordination studies;
 - vii. Grounding reviews; and
 - viii. Impact on system operation.
 - (B) An interconnection system impact study shall consider the following criteria:
 - i. A short circuit analysis;

- ii. A stability analysis;
 - iii. Alternatives for mitigating adverse system impacts on affected systems;
 - iv. Voltage drop and flicker studies;
 - v. Protection and set point coordination studies; and
 - vi. Grounding reviews.
- (C) The final interconnection system impact study shall provide the following:
- i. The underlying assumptions of the study;
 - ii. The results of the analyses;
 - iii. A list of any potential impediments to providing the requested interconnection service;
 - iv. Required distribution upgrades; and
 - v. A nonbinding good faith estimate of cost and time to construct any required distribution upgrades.
- (D) The parties shall use an interconnection impact study agreement approved by the Commission.
- (3) The interconnection facilities study shall be conducted as follows:
- (A) Within five (5) business days of completion of the interconnection system impact study, the EDC shall transmit a report to the interconnection customer with an interconnection facilities study agreement, which includes an outline of the scope of the study and a nonbinding good faith estimate of the cost to perform the study;
 - (B) The interconnection facilities study shall estimate the cost of the equipment, engineering, procurement and construction work including overheads needed to implement the conclusions of the interconnection feasibility study and the interconnection system impact study to interconnect the small generator facility. The interconnection facilities study shall identify:
 - i. The electrical switching configuration of

- the equipment, including transformer, switchgear, meters and other station equipment;
- ii. The nature and estimated cost of the EDC's interconnection facilities and distribution upgrades necessary to accomplish the interconnection; and
 - iii. An estimate of the time required to complete the construction and installation of the facilities;
- (C) The parties may agree to permit an interconnection customer to separately arrange for a third party to design and construct the required interconnection facilities. The EDC may review the design of the facilities under the interconnection facilities study agreement. When the parties agree to separately arrange for design and construction and to comply with security and confidentiality requirements, the EDC shall make all relevant information and required specifications available to the interconnection customer to permit the interconnection customer to obtain an independent design and cost estimate for the facilities, which shall be built in accordance with the specifications;
- (D) Upon completion of the interconnection facilities study, and with the agreement of the interconnection customer to pay for the interconnection facilities and distribution upgrades identified in the interconnection facilities study, the EDC shall provide the interconnection customer with a small generator interconnection agreement within five (5) business days; and
- (E) The parties shall use an interconnection facility study agreement approved by the Commission.
- (e) When an EDC determines, as a result of the studies conducted under a Level 4 review, that it is appropriate to interconnect the small generator facility, the EDC shall provide the interconnection customer with a small generator interconnection agreement. If the interconnection request is denied, the EDC shall provide a written explanation.

- (f) An interconnection customer shall have thirty (30) business days, or such other time as is mutually agreed to by the parties after submission of the small generator interconnection agreement to sign and return the agreement. If an interconnection customer does not sign the agreement within thirty (30) business days, the interconnection request shall be deemed withdrawn unless the interconnection customer requests to have the deadline extended by the thirtieth (30th) business day. The request for extension may not be unreasonably denied by the EDC. When construction is required, the interconnection of the small generator facility shall proceed according to milestones agreed to by the parties in the small generator interconnection agreement. The small generator interconnection agreement may not be final until:
- (1) The milestones agreed to in the small generator interconnection agreement are satisfied;
 - (2) The small generator facility is approved by electric code officials with jurisdiction over the interconnection;
 - (3) The interconnection customer provides a certificate of completion to the EDC. Completion of local inspections may be designated on inspection forms used by local inspecting authorities; and
 - (4) There is a successful completion of the witness test per the terms and conditions found in the Standard Agreement for Interconnection of Small Generator Facilities, unless waived.

4007.3 An interconnection system impact study is not required when the interconnection feasibility study concludes there is no adverse system impact, or when the study identifies an adverse system impact, but the EDC is able to identify a remedy without the need for an interconnection system impact study.

4007.4 The parties shall use a interconnection feasibility study agreement approved by the Commission.

4008 TECHNICAL STANDARDS

4008.1 The technical standard to be used in evaluating all interconnection requests under Level 1, Level 2, Level 3 and Level 4 reviews, unless otherwise provided for in these procedures, is IEEE Standard 1547. Until IEEE 1547.2, "Application Guide for IEEE 1547 Standard for

Interconnecting Distributed Resources with Electric Power Systems” is completed and approved, the PJM Interconnection Planning Manual Attachment H, which is available at www.pjm.com/committees/mrc/downloads/20060911-item-03-attachment-h-to-manual-14b-2-to-10-mw.pdf, shall be used as a guide (but not a requirement) to detail and illustrate the interconnection protection requirements that are provided in IEEE 1547.

- 4008.2 When an interconnection request is for a small generator facility that includes multiple energy production devices at a site for which the interconnection customer seeks a single point of common coupling, the interconnection request shall be evaluated on the basis of the aggregate nameplate capacity of multiple devices.
- 4008.3 When an interconnection request is for an increase in capacity for an existing small generator facility, the interconnection request shall be evaluated on the basis of the new total nameplate capacity of the small generator facility.
- 4008.4 An EDC shall maintain records of the following for a minimum of three (3) years:
- (a) The total number of and the nameplate capacity of the interconnection requests received, approved and denied under Level 1, Level 2, Level 3 and Level 4 reviews;
 - (b) The number of interconnection requests that were not processed within the timelines established in this rule;
 - (c) The number of scoping meetings held and the number of feasibility studies, impact studies, and facility studies performed and the fees charged for these studies;
 - (d) The justifications for the actions taken to deny interconnection requests; and
 - (e) Any special operating requirements required in interconnection agreements that are not part of the EDC’s written and published operating procedures applicable to small generator facilities.
- 4008.5 An EDC shall provide a report to the Commission containing the information required in Section 4008.4, paragraphs (a)-(c) within ninety (90) calendar days of the close of each year.
- 4008.6 An EDC shall designate a contact person and contact information to be listed on its website and the Commission’s website for submission of all

interconnection requests and from whom information on the interconnection request process and the EDC's electric distribution system can be obtained regarding a proposed project. The information shall include studies and other materials useful to an understanding of the feasibility of interconnecting a small generator facility at a particular point on the EDC's electric distribution system, except to the extent that providing the materials would violate security requirements or confidentiality agreements, or otherwise deemed contrary to District or federal law/regulations. In appropriate circumstances, the EDC may require confidentiality prior to release of information.

- 4008.7 When an interconnection request is deemed complete, a modification other than a minor equipment modification that is not agreed to in writing by the EDC, shall require submission of a new interconnection request.
- 4008.8 When an interconnection customer is not currently a customer of the EDC at the proposed site, upon request from the EDC, the interconnection customer shall provide proof of site control evidenced by a property tax bill, deed, lease agreement, or other legally binding contract.
- 4008.9 To minimize the cost of interconnecting multiple small generator facilities, the EDC or the customer may propose a single point of common coupling for multiple small generator facilities located at a single site. If the interconnection customer rejects the EDC's proposal for a single point of common coupling, the interconnection customer shall pay the additional cost, if any, of providing a separate point of common coupling for each small generator facility. If the EDC rejects the customer's proposal for a single point of common coupling without providing a written technical explanation, the EDC shall pay the additional cost, if any, of providing a separate point of common coupling for each small generator facility.
- 4008.10 Small generator facilities shall be capable of being isolated from the EDC. For level 2-4 small generator facilities interconnecting to a primary line, the isolation shall be by means of a lockable, visible-break isolation device accessible by the EDC. For level 2-4 small generator facilities interconnecting to a secondary line, the isolation shall be by means of a lockable isolation device whose status is clearly indicated and is accessible by the EDC. The isolation device shall be installed, owned and maintained by the owner of the small generation facility and located between the small generation facility and the point of common coupling. A draw-out type circuit breaker with a provision for padlocking at the draw-out position can be considered an isolation device for purposes of this requirement. Level 1 interconnections do not require an external isolation device.

- 4008.11 A level 2-4 interconnection customer may elect to provide the EDC access to an isolation device that is contained in a building or area that may be unoccupied and locked or not otherwise readily accessible to the EDC, by installing a lockbox provided by the EDC that shall provide ready access to the isolation device. The interconnection customer shall install the lockbox in a location that is readily accessible by the EDC, and the interconnection customer shall permit the EDC to affix a placard in a location of its choosing that provides clear instructions to the EDC's operating personnel on access to the isolation device. In the event that the interconnection customer fails to comply with the terms of this subsection and the EDC needs to gain access to the isolation device, the EDC shall not be held liable for any damages resulting from any necessary EDC action to isolate the interconnection customer.
- 4008.12 Any metering necessitated by a small generator interconnection shall be installed, operated and maintained in accordance with applicable tariffs. Any such metering requirements shall be clearly identified as part of the small generator interconnection agreement executed by the interconnection customer and the EDC.
- 4008.13 The EDC shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the interconnection customer. The interconnection customer may be entitled to financial contribution from any other EDC customers who may in the future utilize the upgrades paid for by the interconnection customer. Such contributions shall be governed by the rules, regulations, and decisions of the Commission.
- 4008.14 EDC monitoring and control of small generator facilities shall be permitted only if the nameplate rating is equal to or greater than 3 MW. Any monitoring and control requirements shall be consistent with the EDC's written and published requirements and shall be clearly identified as part of an interconnection agreement executed by the interconnection customer and the EDC.
- 4008.15 The interconnection customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of common coupling at a power factor within the power factor range required by the EDC's applicable tariff for a comparable load customer. The EDC may also require the Interconnection Customer to follow a voltage or VAR schedule if such schedules are applicable to similarly situated generators in the control area on a comparable basis and have been approved by the Commission. The specific requirements for meeting a voltage or VAR schedule shall be clearly specified in Attachment 3 of the "District of Columbia Small Generator

Interconnection Rules Level 2-4 Standard Agreement for Interconnection of Small Generator Facilities”. (Under no circumstance shall these additional requirements for reactive power or voltage support exceed the normal operating capabilities of the Small Generator Facility.)

4009 DISPUTES

4009.1 A party shall attempt to resolve all disputes regarding interconnection as provided in the DCSGIR promptly, equitably, and in a good faith manner.

4009.2 When a dispute arises, a party may seek immediate resolution through complaint procedures available through the Commission by providing written notice to the Commission and the other party stating the issues in dispute.

4009.3 When disputes relate to the technical application of the DCSGIR, the Commission may designate a technical consultant to resolve the dispute. Upon Commission designation, the parties shall use the technical consultant to resolve disputes related to interconnection. Costs for a dispute resolution conducted by the technical consultant shall be established by the technical consultant and subject to review by the Commission.

4009.4 Pursuit of dispute resolution shall not affect an interconnection customer with regard to consideration of an interconnection request or an interconnection customer's queue position.

4010 WAIVER

4010.1 The Commission may, in its discretion, waive any provisions of Chapter 40 upon notice to the affected persons.

4011-4098 (Reserved)

4099 Definitions

4099.1 When used in this chapter, the following terms and phrases shall have the following meaning:

“Adverse System Impact” means a negative effect, due to technical or operational limits on conductors or equipment being exceeded, that compromises the safety and reliability of the electric distribution system.

“Affected System” means an electric system not owned or operated by the electric distribution company reviewing the interconnection request that may suffer an adverse system impact from the proposed interconnection.

“Area Network” means a type of electric distribution system served by multiple transformers interconnected in an electrical network circuit, which is generally used in large metropolitan areas that are densely populated. Area networks are also known as grid networks. Area network has the same meaning as the term distribution secondary grid networks in 4.1.4.1 of IEEE Standard 1547.

“Certificate of Completion” means a certificate in a completed form approved by the Commission containing information about the interconnection equipment to be used, its installation and local inspections.

“Certified Equipment” means a designation that the interconnection equipment meets the requirements set forth in Section 4002 of this document

“Commission” means the Public Service Commission of the District of Columbia.

“Commissioning Test” means the tests applied to a small generator facility by the interconnection customer after construction is completed to verify that the facility does not create adverse system impacts. The scope of the commissioning tests performed shall include the commissioning test specified IEEE Standard 1547 section 5.4 “Commissioning tests”.

“Distribution System Upgrade” means a required addition or modification to the EDC's electric distribution system at or beyond the point of common coupling to accommodate the interconnection of a small generator facility. Distribution upgrades do not include interconnection facilities.

“District of Columbia Small Generator Interconnection Rules (DCSGIR)” means the most current version of the procedures for interconnecting Small Generator Facilities adopted by the District of Columbia Public Service Commission.

“Draw-out Type Circuit Breaker” means a switching device capable of making, carrying and breaking currents under normal and abnormal circuit conditions such as those of a short circuit. A draw-out circuit breaker can be physically removed from its enclosure creating a visible break in the circuit. For the purposes of these regulations, the draw-out circuit breaker shall be capable of being locked in the open, draw-out position.

“Electric Distribution Company” or “EDC” means an electric utility entity that distributes electricity to customers and is subject to the jurisdiction of the Commission.

“Electric Distribution System” means the facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 69 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

“Estimated Commissioning Date” means the date an interconnection customer is expected to start operation.

“Facilities Study” means an engineering study conducted by the EDC to determine the required modifications to the EDC’s Electric Distribution System, including the cost and the time required to build and install such modifications as necessary to accommodate an Interconnection Request.

“Fault Current” means the electrical current that flows through a circuit during an electrical fault condition. A fault condition occurs when one or more electrical conductors contact ground or each other. Types of faults include phase to ground, double-phase to ground, three-phase to ground, phase-to-phase, and three-phase. Fault current is several times larger in magnitude than the current that normally flows through a circuit.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

“Governmental Authority” means any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, respective facilities, or services provided, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, EDC or any affiliate thereof.

“IEEE Standard 1547” means the Institute of Electrical and Electronics Engineers, Inc. (IEEE) Standard 1547 (2003) "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented at the time the interconnection request is submitted.

“IEEE Standard 1547.1” means the IEEE Standard 1547.1 (2005) "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented at the time the interconnection request is submitted.

“Interconnection Customer” means an entity that has submitted an interconnection request to interconnect a small generator facility to an EDC's electric distribution system.

“Interconnection Equipment” means a group of equipment, components, or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

“Interconnection Facilities” means facilities and equipment required by the EDC to accommodate the interconnection of a small generator facility. Collectively, interconnection facilities include all facilities and equipment between the small generator facility and the point of common coupling, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the small generator facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

“Interconnection Request” means an interconnection customer's request, in a form approved by the Commission, requesting the interconnection of a new small generator facility, or to increase the capacity or modify operating characteristics of an existing approved small generator facility that is interconnected with the EDC's electric distribution system.

“Line Section” means that portion of an EDC's distribution system connected to an interconnection customer, bounded by automatic sectionalizing devices or the end of the distribution line.

“Local Electric Power System” or “Local EPS” means facilities that deliver electric power to a load that are contained entirely within a single premises or group of premises. Local electric power system has the same meaning as the term local electric power system defined in 3.1.6.2 of IEEE Standard 1547.

“Minor Equipment Modification” means changes to the proposed small generator facility that do not have a material impact on safety or reliability of the electric distribution system.

“Nameplate Capacity” means the maximum rated output of a generator, prime mover, or other electric power production equipment under specific conditions designated by the manufacturer and is usually indicated on a nameplate physically attached to the power production equipment.

“Nationally Recognized Testing Laboratory” or “NRTL” means a qualified private organization that meets the requirements of the Occupational Safety and Health Administration's (OSHA) regulations. NRTLs perform independent safety testing and product certification. Each NRTL shall meet the requirements as set forth by OSHA in the NRTL program.

“Parallel Operation” or “Parallel” means the sustained state of operation over 100 milliseconds, which occurs when a small generator facility is connected electrically to the electric distribution system and thus has the ability for electricity to flow from the small generator facility to the electric distribution system.

“PJM Interconnection” means the regional transmission organization that is regulated by the Federal Energy Regulatory Commission and functionally controls the transmission system for the region that includes the District of Columbia.

“Point of Common Coupling” means the point where the small generator facility is electrically connected to the electric distribution system. Point of common coupling is has the same meaning as defined in 3.1.13 of IEEE Standard 1547.

“Primary Line” means a distribution line rated at greater than 600 volts.

“Production Test” as defined in IEEE Standard 1547.

“Queue Position” means the order of a valid interconnection request, relative to all other pending valid interconnection requests, that is established based upon the date and time of receipt of the valid interconnection request by the EDC.

“Radial Distribution Circuit” means a circuit configuration where independent feeders branch out radially from a common source of supply. From the standpoint of a utility system, the area described is between the generating source or intervening substations and the customer’s entrance equipment. A radial distribution system is the most common type of connection between a utility and load in which power flows in one direction from the utility to the load.

“Scoping Meeting” means a meeting between representatives of the interconnection customer and EDC conducted for the purpose of discussing alternative interconnection options, exchanging information including any electric distribution system data and earlier study evaluations that would be reasonably expected to impact interconnection options, analyzing information, and determining the potential feasible points of interconnection.

“Secondary Line” means a service line subsequent to the primary line that is rated for 600 volts or less, also referred to as the customer’s service line.

“Shared Transformer” means a transformer that supplies secondary source voltage to more than one customer.

“Small Generator Facility” means the equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system and, for the purposes of this standard, is rated 10 MW or less. A small generator facility typically includes an electric generator, prime mover, and the interconnection

equipment required to safely interconnect with the electric distribution system or local electric power system.

“Spot Network” means a type of electric distribution system that uses two or more inter-tied transformers to supply an electrical network circuit. A spot network is generally used to supply power to a single customer or a small group of customers. Spot network has the same meaning as the term distribution secondary spot networks defined in 4.1.4.2 of IEEE Standard 1547.

"Standard Agreement for Interconnection of Small Generator Facilities, Interconnection Agreement, or Agreement" means a set of standard forms of interconnection agreements approved by the Commission which are applicable to interconnection requests pertaining to small generating facilities. The agreement between the Interconnection Customer and the EDC, which governs the connection of the Small Generator Facility to the EDC's Electric Distribution System, as well as the ongoing operation of the Small Generator Facility after it is connected to the EDC's Electric Distribution System.

“UL Standard 1741” means Underwriters Laboratories' standard titled "Inverters Converters, and Controllers for Use in Independent Power Systems", as amended and supplemented at the time the interconnection request is submitted.

“Witness Test” means verification (either by an on-site observation or review of documents) by the EDC that the installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been certified, the witness test shall also include the verification by the EDC of the on-site design tests as required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the applicable test procedures specified by IEEE Standard 1547.1.

3. All persons interested in commenting on the subject matter of the 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 reply comments to be filed within forty-five (45) days from the date of publication in the *D.C. Register*. Comments and replies must be sent to Dorothy M. Wideman, 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 the proposed rules may be obtained, at cost, by writing the Commission Secretary at the above address or through the Commission's website at www.dcpsc.org. Once the comment period has expired, the Commission will take final rulemaking action.

**District of Columbia Small Generator Interconnection Rules Level 2-4
Standard Agreement for Interconnection of Small Generator Facilities**

This Agreement is made and entered into this ___ day of _____, by and between _____, a _____ organized and existing under the laws of _____, (“Interconnection Customer,”) and _____, a _____, existing under the laws of _____, (“EDC”). The Interconnection Customer and the EDC each may be referred to as a “Party, ” or collectively as the “Parties.”

Recitals:

Whereas, Interconnection Customer is proposing to, install or direct the installation of a Small Generator Facility, or is proposing a generating capacity addition to an existing Small Generator Facility, consistent with the Interconnection Request completed by Interconnection Customer on _____; and

Whereas, the Interconnection Customer will operate and maintain, or cause the operation and maintenance of the Small Generator Facility; and

Whereas, Interconnection Customer desires to interconnect the Small Generator Facility with the EDC’s Electric Distribution System.

Now, therefore, in consideration of the promises and mutual covenants set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved Level 2, Level 3 and Level 4 Interconnection Requests according to the procedures set forth in the District of Columbia Small Generator Interconnection Rules.
- 1.2 This Agreement governs the terms and conditions under which the Small Generator Facility will interconnect to, and operate in Parallel with, the EDC’s Electric Distribution System.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer’s power.
- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the Interconnection Customer. However, in the event that the provisions of this Agreement are in conflict with the provisions of the EDC’s tariff, the EDC tariff shall control.
- 1.5 Responsibilities of the Parties
 - 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations.

- 1.5.2 The EDC shall construct, own, operate, and maintain its Interconnection Facilities in accordance with this Agreement, IEEE Standard 1547, the National Electrical Safety Code and applicable standards promulgated by the District of Columbia Public Service Commission.
 - 1.5.3 The Interconnection Customer shall construct, own, operate, and maintain its Interconnection Facilities in accordance with this Agreement, IEEE Standard 1547, the National Electrical Code and applicable standards promulgated by the District of Columbia Public Service Commission.
 - 1.5.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of common coupling.
 - 1.5.5 The Interconnection Customer agrees to design, install, maintain and operate its Small Generator Facility so as to minimize the likelihood of causing an Adverse System Impact on an electric system that is not owned or operated by the EDC.
- 1.6 **Metering**
The Interconnection Customer shall be responsible for the cost of the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 4 and 5 of this Agreement.
 - 1.7 **Reactive Power**
The Interconnection Customer shall design its Small Generator Facility to maintain a composite power delivery at continuous rated power output at the Point of common coupling at a power factor within the power factor range required by the EDC's applicable tariff for a comparable load customer. The EDC may also require the Interconnection Customer to follow a voltage or VAR schedule if such schedules are applicable to similarly situated generators in the control area on a comparable basis and have been approved by the Commission. The specific requirements for meeting a voltage or VAR schedule shall be clearly specified in Attachment 3. Under no circumstance shall these additional requirements for reactive power or voltage support exceed the normal operating capabilities of the Small Generator Facility.
 - 1.8 **Capitalized Terms**
Capitalized terms used herein shall have the meanings specified in the Definitions section of the District of Columbia Small Generator Interconnection Rules or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

The Interconnection Customer shall test and inspect its Small Generator Facility including the Interconnection Equipment prior to interconnection in accordance with IEEE Standard 1547, IEEE Standard 1547.1, and the technical and procedural requirements in the District of Columbia Small Generator Interconnection Rule. The Interconnection Customer shall not operate its Small Generator Facility in Parallel with the EDC's Electric Distribution

System without prior written authorization by the EDC as provided for in Articles 2.1.1 – 2.1.3.

- 2.1.1 The EDC shall have the option of performing a Witness Test after construction of the small generator facility is completed. The Interconnection Customer shall provide the EDC at least 20 days notice of the planned Commissioning Test for the small generator facility. If the EDC elects to perform a Witness Test, it shall contact the Interconnection Customer to schedule the Witness Test at a mutually agreeable time within 10 business days of the scheduled commissioning test. If the EDC does not perform the Witness Test within 10 business days of the commissioning test, the Witness Test is deemed waived unless the parties mutually agree to extend the date for scheduling the Witness Test. If the Witness Test is not acceptable to the EDC, the Interconnection Customer will be granted a period of 30 calendar days to address and resolve any deficiencies. The time period for addressing and resolving any deficiencies may be extended upon the mutual agreement of the EDC and the Interconnection Customer. If the Interconnection Customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable termination provisions of Article 3.3.7 shall apply. If a Witness Test is not performed by the EDC or an entity approved by the EDC, the Interconnection Customer must still satisfy the interconnection test specifications and requirements set forth in IEEE Standard 1547 Section 5. The Interconnection Customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.
- 2.1.2 To the extent that the Interconnection Customer decides to conduct interim testing of the Small Generator Facility prior to the Witness Test, it may request that the EDC observe these tests and that these tests be deleted from the final Witness Test. The EDC may, at its own expense, send qualified personnel to the Small Generator Facility to observe such interim testing. Nothing in this Section 2.1.2 shall require the EDC to observe such interim testing or preclude the EDC from performing these tests at the final Witness Test. Regardless of whether the EDC observes the interim testing, the Interconnection Customer shall obtain permission in advance of each occurrence of operating the Small Generator Facility in parallel with the EDC's system.
- 2.1.3 Upon successful completion of the Witness Test, the EDC shall affix an authorized signature to the Certificate of Completion and return it to the Interconnection Customer approving the interconnection and authorizing Parallel Operation. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.2 Commercial Operation

The interconnection customer shall not operate the Small Generator Facility, except for interim testing as provided in Article 2.1, until such time as the Certificate of Completion is signed by all Parties.

2.3 Right of Access

The EDC shall have access to the disconnect switch and metering equipment of the Small Generator Facility at all times. The EDC shall provide reasonable notice to the customer when possible prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect in perpetuity unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The EDC may terminate upon 60 calendar days' prior written notice for failure of the Interconnection Customer to complete construction of the Small Generator Facility within 12 months of the in-service date as specified by the Parties in Attachment 1, which may be extended by mutual agreement of the Parties which shall not be unreasonably withheld.

3.3.4 The EDC may terminate this Agreement upon 60 calendar days' prior written notice if the Interconnection Customer fails to operate the Small Generator Facility in parallel with EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the Small Generator Facility will be disconnected from the EDC's Electric Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.6 The provisions of this Article shall survive termination or expiration of this Agreement.

3.3.7 The EDC may terminate this Agreement if the Interconnection Customer fails to comply with the Witness Test requirement in Article 2.2.1.

3.4 Temporary Disconnection

A Party may temporarily disconnect the Small Generator Facility from the Electric Distribution System in the event of an Emergency Condition for as long as the Party determines it is reasonably necessary in the event one or more of the following conditions or events occurs:

- 3.4.1 Emergency Conditions—shall mean any condition or situation: (1) that in the judgment of the Party making the claim is reasonably likely to endanger life or property; or (2) that, in the case of the EDC, is reasonably likely to cause an Adverse System Impact; or (3) that, in the case of the Interconnection Customer, is reasonably likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generator Facility or the Interconnection Equipment. Under Emergency Conditions, the EDC or the Interconnection Customer may immediately suspend interconnection service and temporarily disconnect the Small Generator Facility. The EDC shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generator Facility. The Interconnection Customer shall notify the EDC promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the EDC's Electric Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- 3.4.2 Scheduled Maintenance, Construction, or Repair – the EDC may interrupt interconnection service or curtail the output of the Small Generator Facility and temporarily disconnect the Small Generator Facility from the EDC's Electric Distribution System when necessary for scheduled maintenance, construction, or repairs on the EDC's Electric Distribution System. The EDC shall provide the Interconnection Customer with five business days notice prior to such interruption. The EDC shall use reasonable efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.
- 3.4.3 Forced Outages - During any forced outage, the EDC may suspend interconnection service to effect immediate repairs on the EDC's Electric Distribution System. The EDC shall use reasonable efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the EDC shall, upon written request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.
- 3.4.4 Adverse Operating Effects – the EDC shall provide the Interconnection Customer with a written notice of its intention to disconnect the Small Generator Facility if, based on the operating requirements specified in Attachment 3, the EDC determines that operation of the Small Generator Facility will likely cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generator Facility could cause damage to the EDC's Electric Distribution System. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon

written request. The EDC may disconnect the Small Generator Facility if, after receipt of the notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time unless Emergency Conditions exist in which case the provisions of Article 3.4.1 apply.

- 3.4.5 Modification of the Small Generator Facility - The Interconnection Customer must receive written authorization from the EDC prior to making any change to the Small Generator Facility, other than a Minor Equipment Modification, that could cause an Adverse System Impact. If the Interconnection Customer makes such modification without the EDC's prior written authorization, the EDC shall have the right to temporarily disconnect the Small Generator Facility until such time as the EDC reasonably concludes the modification poses no threat to the safety or reliability of its Electric Distribution System.
- 3.4.6 Reconnection - The Parties shall cooperate with each other to restore the Small Generator Facility, Interconnection Facilities, and EDC's Electric Distribution System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section; provided, however, if such disconnection is done pursuant to Article 3.4.5 due to the Interconnection Customer's failure to obtain prior written authorization from the EDC for Minor Equipment Modifications, the EDC shall reconnect the Interconnection Customer only after determining the modifications do not impact the safety or reliability of its Electric Distribution System.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement if required under the additional review procedures of a Level 2 review or under a Level 4 review. If a Facilities Study was performed, the EDC shall identify the Interconnection Facilities necessary to safely interconnect the Small Generator Facility with the EDC's Electric Distribution System, the cost of those facilities, and the time required to build and install those facilities.
- 4.1.2 The Interconnection Customer shall be responsible for its expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its Interconnection Equipment, and (2) its reasonable share of operating, maintaining, repairing, and replacing any Interconnection Facilities owned by the EDC as set forth in Attachment 2 and Attachment 3.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any Distribution Upgrades. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer. The Interconnection Customer may be entitled to financial contribution from any other EDC customers who may in the future utilize the upgrades

paid for by the Interconnection Customer. Such contributions shall be governed by the rules, regulations and decisions of the District of Columbia Public Service Commission.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 2 review and Level 4 reviews)

5.1.1 The EDC shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of the EDC provided Interconnection Facilities and Distribution Upgrades contemplated by this Agreement as set forth in Appendix 3, on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties.

5.1.2 Within ninety (90) calendar days of completing the construction and installation of the EDC's Interconnection Facilities and Distribution Upgrades described in the Attachments 1 and 2 to this Agreement, the EDC shall provide the Interconnection Customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation and the budget estimate provided to the Interconnection Customer and a written explanation for any significant variation; and (2) the Interconnection Customer's previous deposit and aggregate payments to the EDC for such Interconnection Facilities and Distribution Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the EDC within thirty (30) calendar days. If the Interconnection Customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the Interconnection Customer an amount equal to the difference within thirty (30) calendar days of the final accounting report.

5.1.3 If a Party in good faith disputes any portion of its payment obligation pursuant to this Article 5, such Party shall pay in a timely manner all non-disputed portions of its invoice, and such disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. Provided such Party's dispute is in good faith, the disputing Party shall not be considered to be in default of its obligations pursuant to this Article.

5.2 Interconnection Customer Deposit

When a Level 4 Interconnection Feasibility Study, Interconnection System Impact Study, or Interconnection Facility Study or a Level 2 Review of Minor Modifications is required under the District of Columbia Small Generator Interconnection Rules, the EDC may require the Interconnection Customer to pay a deposit equal to 50% of the estimated cost to perform the study or review. At least twenty (20) business days prior to the commencement of the design, procurement, installation, or construction of a discrete

portion of the EDC's Interconnection Facilities and Distribution Upgrades, the Interconnection Customer shall provide the EDC with a deposit equal to 50% of the estimated costs prior to its beginning design of such facilities, provided the total cost is in excess of \$1,000.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party upon fifteen (15) business days prior written notice, and with the opportunity to object by the other Party. Should the Interconnection Customer assign this agreement, the EDC has the right to request that the assignee agree to the assignment and the terms of this Agreement in writing. When required, consent to assignment shall not be unreasonably withheld; provided that:

- 6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (which shall include a merger of the Party with another entity), of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;
- 6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the Small Generator Facility. For Small Generator systems that are integrated into a building facility, the sale of the building or property will result in an automatic transfer of this agreement to the new owner who shall be responsible for complying with the terms and conditions of this Agreement.
- 6.1.3 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same obligations as the Interconnection Customer.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

- 6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.
- 6.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 6.3.3 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.
- 6.3.4 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 6.3.5 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

6.4 Force Majeure

- 6.4.1 As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of gross negligence or intentional wrongdoing.
- 6.4.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force

Majeure Event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance, and if the initial notification was verbal, it should be promptly followed up with a written notification. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party shall be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be reasonably mitigated. The Affected Party shall use reasonable efforts to resume its performance as soon as possible.

6.5 Default

- 6.5.1 No default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 Upon a default of this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party. Except as provided in Article 6.5.3 the defaulting Party shall have 60 calendar days from receipt of the default notice within which to cure such default; provided however, if such default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist.
- 6.5.3 If a Party has made an assignment of this Agreement not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party shall have 30 days from receipt of the default notice within which to cure such default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

Article 7. Insurance

For Small Generator Facilities with a Nameplate Capacity of 1 MW or above, the Interconnection Customer shall carry adequate insurance coverage that shall be acceptable to the EDC; provided, that the maximum comprehensive/general liability coverage that shall be continuously maintained by the Interconnection Customer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least

\$4,000,000. The EDC, its officers, employees and agents will be added as an additional insured on this policy.

Article 8. Dispute Resolution

- 8.1 A party shall attempt to resolve all disputes regarding interconnection as provided in this Agreement and the District of Columbia Small Generator Interconnection Rule promptly, equitably, and in a good faith manner.
- 8.2 When a dispute arises, a party may seek immediate resolution through complaint procedures available through the Commission, or an alternative dispute resolution process approved by the Commission, by providing written notice to the Commission and the other party stating the issues in dispute. Dispute resolution will be conducted in an informal, expeditious manner to reach resolution with minimal costs and delay. When available, dispute resolution may be conducted by phone.
- 8.3 When disputes relate to the technical application of this Agreement and the District of Columbia Small Generator Interconnection Rule, the Commission may designate a technical consultant to resolve the dispute. Upon Commission designation, the parties shall use the technical consultant to resolve disputes related to interconnection. Costs for a dispute resolution conducted by the technical consultant shall be established by the technical consultant, subject to review by the Commission.
- 8.4 Pursuit of dispute resolution may not affect an Interconnection Customer with regard to consideration of an Interconnection Request or an Interconnection Customer's queue position.
- 8.5 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

9.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the District of Columbia, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations.

9.2 Amendment

Modification of this Agreement shall be only by a written instrument duly executed by both Parties.

9.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other

than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

9.4 Waiver

9.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement shall not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

9.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from EDC. Any waiver of this Agreement shall, if requested, be provided in writing.

9.5 Entire Agreement

This Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generator Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

9.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

9.10.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor’s insurance.

Article 10. Notices

10.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail _____

If to EDC:

EDC _____
Attention: _____
Address: _____

City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-mail _____

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set forth below:

If to Interconnection Customer

Interconnection Customer: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

If to EDC

EDC: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating representative: _____

Attention: _____

Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-Mail _____

EDC's Operating Representative: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice prior to the effective date of the change.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer:

Name: _____

Title: _____

Date: _____

For EDC:

Name: _____

Title: _____

Date: _____

Attachment 1**Construction Schedule, Proposed Equipment & Settings**

This attachment shall include the following:

1. The construction schedule for the Small Generator Facility
2. A one-line diagram indicating the Small Generator Facility, Interconnection Equipment, Interconnection Facilities, Metering Equipment, and Distribution Upgrades
3. Component specifications for equipment identified in the one-line diagram
4. Component settings
5. Proposed sequence of operations

Attachment 2**Description, Costs and Time Required to Build and Install the EDC's
Interconnection Facilities**

The EDC's Interconnection Facilities including any required metering shall be itemized and a best estimate of itemized costs, including overheads, shall be provided based on the Facilities Study.

Also, a best estimate for the time required to build and install the EDC's Interconnection Facilities will be provided based on the Facilities Study.

Attachment 3
Operating Requirements for Small Generator Facilities Operating in Parallel

Applicable sections of the EDC's operating manuals applying to the small generator interconnection shall be listed and Internet links shall be provided. Any special operating requirements not contained in the EDC's existing operating manuals shall be clearly identified. These operating requirements shall not impose additional technical or procedural requirements on the small generator facility beyond those found in the District of Columbia Small Generator Interconnection Rules, except those required for safety.

Attachment 4**Monitoring and Control Requirements**

EDC monitoring and control requirements shall be clearly specified and a reference shall be provided to the EDC's written requirements documents from which these documents are derived along with an internet link to the requirements documents. EDC monitoring and control of small generator facilities shall be permitted only if the nameplate rating is equal to or greater than 3 MW.

Attachment 5**Metering Requirements**

Metering requirements for the Small Generator Facility shall be clearly indicated along with an identification of the appropriate tariffs that establish these requirements and an internet link to these tariffs.

Attachment 6
As Built Documents

After completion of the Small Generator Facility, the Interconnection Customer shall provide the EDC with documentation indicating the as built status of the following when it returns the Certificate of Completion to the EDC:

1. A one-line diagram indicating the Small Generator Facility, Interconnection Equipment, Interconnection Facilities, Metering Equipment, and Distribution Upgrades
2. Component specifications for equipment identified in the one-line diagram
3. Component settings
4. Proposed sequence of operations

Level 1 Interconnection Request Application Form and Agreement

Interconnection Customer Contact Information

Name _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (if different from Customer Contact Information)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

Equipment Contractor

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor (if Different from Equipment Contractor):

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Active License? Yes ___ No ___

Facility Information (building where the small generator facility is located)

Electric Distribution Company (EDC) Serving Facility Site: _____

Electric Supplier (if different from EDC): _____

Account Number of Facility site (existing EDC customers): _____

Facility Address (building where the small generator facility is located)

Address: _____

City: _____ State: _____ Zip Code: _____

Small Generator Facility Information

Inverter Manufacturer: _____ Model: _____

Nameplate Rating: ____ (kW) ____ (kVA) ____ (AC Volts)

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
 Turbine Other _____

Energy Source: Solar Wind Hydro Diesel Natural Gas
 Fuel Oil Other _____

Is the inverter lab certified? Yes
(If yes, attach manufacturer's cut sheet showing listing and label information from the appropriate listing authority, e.g. UL 1741 listing. If no, facility is not eligible for Level 1 Application.)

Net Meter (Small generator facility will export power pursuant to District of Columbia Customer Net Energy Metering Contract)

Estimated Commissioning Date: _____

Insurance Disclosure

The attached terms and conditions contain provisions related to liability, and indemnification and should be carefully considered by the interconnection customer. The interconnection customer is not required to obtain general liability insurance coverage as a precondition for interconnection approval; however, the interconnection customer is advised to consider obtaining appropriate insurance coverage to cover the interconnection customer's potential liability under this agreement.

Customer Signature

I hereby certify that: 1) I have read and understand the terms and conditions which are attached hereto by reference and are a part of this agreement; 2) I hereby agree to comply with the attached terms and conditions; and 3) to the best of my knowledge, all of the information provided in this application request form is complete and true.

Interconnection Customer Signature: _____

Title: _____ Date: _____

An application fee of \$100 is required before the application can be processed. Please verify that the fee is included with the application: Application fee included

Conditional Agreement to Interconnect Small Generator Facility

Receipt of the application fee is acknowledged and, by its signature below, the EDC has determined the interconnection request is complete. Interconnection of the small generator facility is conditionally approved contingent upon the attached terms and conditions of this agreement the return of the attached Certificate of Completion duly executed, verification of electrical inspection and successful witness test or EDC waiver thereof.

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

Terms and Conditions for Interconnection

- 1) **Construction of the Small Generator Facility.** The interconnection customer may proceed to construct (including operational testing not to exceed 2 hours) the small generator facility once the conditional agreement to interconnect a small generator facility has been signed by the EDC.
- 2) **Final Interconnection and Operation.** The interconnection customer may operate the small generator facility and interconnect with the EDC's electric distribution system once all of the following have occurred:
 - a) **Electrical Inspection:** Upon completing construction, the interconnection customer will cause the small generator facility to be inspected by the local electrical wiring inspector with jurisdiction who shall establish that the small generator facility meets the requirements of the National Electrical Code.
 - b) **Certificate of Completion:** The interconnection customer shall provide the EDC with a completed copy of the Certificate of Completion, including evidence of the electrical inspection performed by the local authority having jurisdiction. The evidence of completion of the electrical inspection may be provided on inspection forms used by local inspecting authorities. The interconnection request shall not be finally approved until the EDC's representative signs the Certificate of Completion.
 - c) The EDC has either waived the right to a Witness Test in the interconnection request, or completed its Witness Test as per the following:
 - i) Within ten (10) business days of the estimated commissioning date, the EDC may, upon reasonable notice and at a mutually convenient time, conduct a Witness Test of the small generator facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes
 - ii) If the EDC does not perform the Witness Test within the 10 day period or such other time as is mutually agreed to by the parties, the Witness Test is deemed waived.
- 3) **IEEE 1547.** The small generator facility is installed, operated, and tested in accordance with the requirements of IEEE standard 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented, at the time the interconnection request is submitted.

- 4) **Access.** The EDC shall have direct, unabated access to the metering equipment of the small generator facility at all times. The EDC shall provide reasonable notice to the customer when possible prior to using its right of access.
- 5) **Metering.** Any required metering shall be installed pursuant to appropriate tariffs and tested by the EDC pursuant to the EDCs meter testing requirements
- 6) **Disconnection.** The EDC may temporarily disconnect the small generator facility upon the following conditions:
 - a) For scheduled outages upon reasonable notice;
 - b) For unscheduled outages or emergency conditions;
 - c) If the small generator facility does not operate in the manner consistent with this agreement;
 - d) Improper installation or failure to pass the Witness Test;
 - e) If the small generator facility is creating a safety, reliability or a power quality problem; or
 - f) The interconnection equipment used by the small generator facility is de-listed by the Nationally Recognized Testing Laboratory that provided the listing at the time the interconnection was approved.
- 7) **Indemnification.** The parties shall at all times indemnify, defend, and save the other party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other party's action or inactions of its obligations under this agreement on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.
- 8) **Limitation of Liability.** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 9) **Termination.** This agreement may be terminated under the following conditions:
 - a) By interconnection customer - The interconnection customer may terminate this application agreement by providing written notice to the EDC.
 - b) By the EDC - The EDC may terminate this agreement if the interconnection customer fails to remedy a violation of terms of this agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date can be no less than 30 calendar days after the interconnection customer receives notice of its violation from the EDC.
- 10) **Modification of Small Generator Facility.** The interconnection customer must receive written authorization from the EDC before making any changes to the small generator facility, other than minor changes that do not have a significant impact on safety or reliability of the electric distribution system as determined by the EDC. If the interconnection customer makes such modifications without the EDC's prior written authorization, the EDC shall have the right to temporarily disconnect the small generator facility.
- 11) **Permanent Disconnection.** In the event the agreement is terminated, the EDC shall have the right to disconnect its facilities or direct the customer to disconnect its small generator facility.
- 12) **Disputes.** Each party agrees to attempt to resolve all disputes regarding the provisions of these interconnection procedures pursuant to the dispute resolution provisions of the District of Columbia Small Generator Interconnection Rules
- 13) **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this agreement and each of its provisions shall be governed by the laws of the District of Columbia. Nothing in this agreement is intended to affect any other agreement between the EDC and the interconnection customer. However, in the event that the provisions of this agreement are in conflict with the provisions of the EDC's tariff, the EDC tariff shall control.

- 14) **Survival Rights.** This agreement shall continue in effect after termination to the extent necessary to allow or require either party to fulfill rights or obligations that arose under the agreement.
- 15) **Assignment/Transfer of Ownership of the Small Generator Facility:** This agreement shall terminate upon the transfer of ownership of the small generator facility to a new owner unless the transferring owner assigns the agreement to the new owner and so notifies the EDC in writing prior to the transfer of electric service.
- 16) **Definitions.** Any capitalized term used herein and not defined shall have the same meaning as the defined terms used in the District of Columbia Small Generator Interconnection Rule
- 17) **Notice.** Unless otherwise provided in this agreement, any written notice, demand, or request required or authorized in connection with this agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

(If to Interconnection Customer)

Use the contact information provided in the agreement for the interconnection customer. The interconnection customer is responsible for notifying the EDC of any change in the contact party information, including change of ownership.

(If to EDC)

Use the contact information provided on the EDC's web page for small generator interconnection.

Level 2, Level 3 and Level 4 Interconnection Request Application Form

Interconnection Customer Contact Information

Name _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

Alternative Contact Information (if different from Customer Contact Information)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

Facility Address (Building where the small generator facility is located)

Address: _____

City: _____ State: _____ Zip Code: _____

Equipment Contractor

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

Electrical Contractor (if Different from Equipment Contractor):

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Mobile): _____

Facsimile Number: _____ E-Mail Address: _____

License number: _____

Active License? Yes ___ No ___

Electric Service Information for Customer Facility Where Generator Will Be Interconnected

Electric Distribution Company (EDC) serving Facility site: _____

Electric Supplier (if different from EDC): _____

Account Number of Facility site (existing EDC customers): _____

Capacity: _____ (Amps) Voltage: _____ (Volts)

Type of Service: Single Phase Three Phase

If 3 Phase Transformer, Indicate Type

Primary Winding Wye Delta

Secondary Winding Wye Delta

Transformer Size: _____ Impedance: _____

Intent of Generation (choose one)

Offset Load (Unit will operate in parallel, but will not export power to EDC)

Net Meter (Small generator facility will export power pursuant to District of Columbia Customer Net Energy Metering Contract)

Export Power (Unit will operate in parallel and will export power, but does not fit the criteria established in the District of Columbia Customer Net Energy Metering Contract for net metering)

Note: if Unit will operate in parallel and participate in the PJM market(s), unit will need to obtain an interconnection agreement from PJM.

Back-up Generation (Units that temporarily parallel for more than 100 milliseconds)

Backup units that do not operate in parallel for more than 100 milliseconds do not need an interconnection agreement.

Requested Procedure Under Which to Evaluate Interconnection Request

Please indicate below which review procedure applies to the interconnection request.

Level 2 - Certified interconnection equipment with an aggregate electric nameplate capacity less than or equal to 2 MW. Indicate type of certification below. (Application fee amount is \$500).

Level 3 - Small generator facility does not export power. Nameplate capacity rating is equal to less than 50 kW if connecting to area network or equal to or less than 10 MW if connecting to a radial distribution feeder. (Application fee amount is \$500).

Level 4 - Nameplate capacity rating is less than 10 MW and the small generator facility

does not qualify for a Level 1, Level 2 or Level 3 review or, the small generator facility has been reviewed but not approved under a Level 1, Level 2 or Level 3 review. (Application fee amount is \$1,000, to be applied toward any subsequent studies related to this application).

Descriptions for interconnection review categories do not list all criteria that must be satisfied. For a complete list of criteria, please refer to the District of Columbia Small Generator Interconnection Rules.

Small Generator Facility Information

Energy Production Equipment/Inverter Information

Energy Source: Hydro Wind Solar Diesel Biomass Natural Gas
 Coal Oil Other _____

Energy Converter Type: Water Turbine Wind Turbine Photovoltaic Cell
 Steam Turbine Combustion Turbine Reciprocating Engine
 Other _____

Generator Type: Synchronous Induction Inverter Other _____

Rating: _____ kW Rating: _____ kVA Number of Units: _____

Rated Voltage: _____ Volts

Rated Current: _____ Amps

System Type Tested (Total System): Yes No; attach product literature

Interconnection components/system(s) to be used in the Small Generation Facility that are lab certified (required for Level 2 Interconnection requests only).

| Component/System | NRTL Providing Label & Listing |
|------------------|--------------------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |

Please provide copies of manufacturer brochures or technical specifications

For Synchronous Machines:

Note: Contact EDC to determine if all the information requested in this section is required for the proposed small generator facility.

Manufacturer: _____

Model No. _____ Version No. _____

Submit copies of the Saturation Curve and the Vee Curve

Salient Non-Salient

Torque: _____ lb-ft Rated RPM: _____ Field Amperes: _____ at rated generator voltage
and current and _____ % PF over-excited

Type of Exciter: _____
 Output Power of Exciter: _____
 Type of Voltage Regulator: _____ Locked Rotor Current:
 _____ Amps Synchronous Speed: _____ RPM
 Winding Connection: _____ Min. Operating Freq./Time: _____
 Generator Connection: Delta Wye Wye Grounded
 Direct-axis Synchronous Reactance (Xd) _____ ohms
 Direct-axis Transient Reactance (X'd) _____ ohms
 Direct-axis Sub-transient Reactance (X''d) _____ ohms
 Negative Sequence Reactance: _____ ohms
 Zero Sequence Reactance: _____ ohms
 Neutral Impedance or Grounding Resister (if any): _____ ohms

For Induction Machines:

Note: Contact EDC to determine if all the information requested in this section is required for the proposed small generator facility.

Manufacturer: _____
 Model No. _____ Version No. _____
 Locked Rotor Current: _____ Amps
 Rotor Resistance (Rr) _____ ohms Exciting Current _____ Amps
 Rotor Reactance (Xr) _____ ohms Reactive Power Required: _____
 Magnetizing Reactance (Xm) _____ ohms _____ VARs (No Load)
 Stator Resistance (Rs) _____ ohms _____ VARs (Full Load)
 Stator Reactance (Xs) _____ ohms
 Short Circuit Reactance (X''d) _____ ohms
 Phases: Single Three-Phase
 Frame Size: _____ Design Letter: _____ Temp. Rise: _____ °C.

Reverse Power Relay Information (Level 3 Review Only)

Manufacturer: _____
 Relay Type: _____ Model Number: _____
 Reverse Power Setting: _____
 Reverse Power Time Delay (if any): _____

Additional Information For Inverter Based Facilities

Inverter Information:
 Manufacturer: _____ Model: _____
 Type: Forced Commutated Line Commutated
 Rated Output _____ Watts _____ Volts
 Efficiency _____ % Power Factor _____ %
 Inverter UL1547 Listed: : Yes No

DC Source / Prime Mover:

Rating: _____ kW Rating: _____ kVA
 Rated Voltage: _____ Volts
 Open Circuit Voltage (If applicable): _____ Volts
 Rated Current: _____ Amps

Short Circuit Current (If applicable): _____ Amps

Other Facility Information:

One Line Diagram attached: Yes

Plot Plan attached: Yes

Estimated Commissioning Date: _____

Customer Signature

I hereby certify that all of the information provided in this application request form is true.

Interconnection Customer Signature: _____

Title: _____ Date: _____

An application fee is required before the application can be processed. Please verify that the appropriate fee is included with the application:

Application fee included

Amount _____

EDC Acknowledgement

Receipt of the application fee is acknowledged and the interconnection request is complete.

EDC Signature: _____ Date: _____

Printed Name: _____ Title: _____

Small Generator Facility Interconnection
Certificate of Completion Form¹

Interconnection Customer Contact Information

Name:
Mailing Address:
City: State: Zip Code:
Telephone (Daytime): (Evening):
E-Mail Address/ Fax number:

Equipment Contractor

Name:
Mailing Address:
City: State: Zip Code:
Telephone (Daytime): (Evening):
E-Mail Address/ Fax number:

Final Electric Inspection and Applicant Signature

The Small Generator Facility is complete and has been approved by the local electric inspector having jurisdiction. A signed copy of the electric inspector's form indicating final approval is attached. The Interconnection Customer acknowledges that the Small Generator Facility is not ready for operation until receipt of the final acceptance of an approval by the Commission as provided below.

Signed Date
(Signature of Interconnection Customer)

Printed Name:

Check if copy of signed electric inspection form is attached

Acceptance and Final Approval of Interconnection Installation(for EDC use only)

The interconnection installation is approved and the Small Generator Facility is approved for operation under the terms and conditions of the District of Columbia Small Generator Interconnection Rules and a duly signed and executed Interconnection Agreement.

EDC waives Witness Test? (Initial) Yes No
If not waived, date of successful Witness Test: Passed: (Initial)
EDC Signature: Date:
Printed Name: Title:

¹The interconnection shall not be deemed complete and ready for operation until the interconnection customer has completed this form, secured the necessary attachments and signatures, returned a copy to the EDC at the EDC's designated address, and received a final signed approval form from the EDC.

Interconnection Facilities Study Agreement

This agreement is made and entered into this _____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and _____, a _____ existing under the laws of the State of _____, (“Electric Distribution Company” or “EDC”). The Interconnection Customer and the EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, The Interconnection Customer is proposing to develop a Small Generating Facility or adding generating capacity to an existing Small Generating Facility consistent with the Application completed by the Interconnection Customer on _____; and

Whereas, The Interconnection Customer desires to interconnect the Small Generating Facility with the EDC’s distribution system;

Whereas, The EDC has completed an Interconnection System Impact Study and provided the results of said study to the Interconnection Customer; and

Whereas, The Interconnection Customer has requested the EDC to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with good utility practice to physically and electrically connect the Small Generating Facility to the EDC’s distribution system.

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. The Interconnection Customer and the EDC shall cause an Interconnection Facilities Study consistent with the District of Columbia Small Generator Interconnection Rules.
2. The Interconnection Customer will provide to the EDC the data requested in Section 2 of this Form. The scope of the Interconnection Facilities Study shall be subject to this data.
3. An Interconnection Facilities Study report shall: (1) provide a description, estimated cost of (consistent with Section 2), and schedule for required facilities to interconnect the Small Generator Facility to the EDC’s distribution system; and (2) address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

4. Study fees and deposits shall be based on actual costs in accordance with the provisions of the District of Columbia Small Generator Interconnection Rules and the Level 2-4 Standard Agreement.

5. In cases where no upgrades are required, the Interconnection Facilities Study shall be completed and the results will be transmitted to the Interconnection Customer within thirty calendar days after the agreement is signed by the Parties.

In witness whereof, the Parties have caused this agreement to be duly executed by their authorized officers or agents on the day and year written above:

[Insert name of the EDC]

Signed _____

Name _____ Title _____ (Printed):

[Insert name of the Interconnection Customer]

Signed _____

Name (Printed): _____ Title _____

Section 2 to the Interconnection Facilities Study Agreement

Data Requested Herein Shall Accompany the Interconnection Facilities Study Agreement

- Provide location plan and simplified one-line diagram of the plant and station facilities.
- For staged projects, please indicate future generation, distribution circuits, etc. On the one-line diagram, indicate the generation capacity attached at each metering location (Maximum load on current transformer/potential transformer unit - CT/PT).
- On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT), amps.

One set of metering is required for each generation connection to the new ring bus or existing EDC station.

Identify the number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____.

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?

Yes _____ No _____ (Please indicate on the one-line diagram).

What type of control system or programmable logic controller (PLC) will be located at the Generating Facility? _____.

What protocol does the control system or PLC use? _____.

Provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Provide the physical dimensions of the proposed interconnection station: _____.

Provide the bus length from generation to interconnection station: _____.

Provide the line length from interconnection station to the EDC's distribution system: _____.

Identify the tower number observed in the field.*: _____.

Provide the number of third party easements required for distribution lines*:
_____.

Please provide the following proposed schedule dates:

Construction Commencement date: _____

Generator step-up transformers receive back feed power date: _____

Generation testing date: _____

Commercial operation date: _____

***To be completed in coordination with EDC**

Interconnection Feasibility Study Agreement

This agreement is made and entered into this _____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, (“Interconnection Customer,”) and _____, a _____ existing under the laws of the State of _____, (“Electric Distribution Company” or “EDC”). The Interconnection Customer and the EDC each may be referred to as a “Party,” or collectively as the “Parties.”

Recitals:

Whereas, the Interconnection Customer is proposing to develop a Small Generating Facility or adding generating capacity to an existing Small Generating Facility consistent with the Application completed by the Interconnection Customer on _____; and

Whereas, the Interconnection Customer desires to interconnect the Small Generating Facility with the EDC’s electric distribution system; and

Whereas, the Interconnection Customer has requested the EDC to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed Small Generating Facility to the EDC’s distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein, the Parties agree as follows:

1. The Interconnection Customer elects and the Electric Distribution Company shall cause to be performed an Interconnection Feasibility Study consistent with the District of Columbia Small Generator Interconnection Rules (“Rules”).
2. The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in the Rules and in Section 2 of this agreement.
3. The Interconnection Feasibility Study shall be based on the technical information provided by the Interconnection Customer in Application, as may be modified as the result of the Scoping Meeting. The EDC reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with good utility practice during the course of the Interconnection Feasibility Study. If, in the course of the Study, the Interconnection Customer finds it necessary to modify the Application, the time to complete the Interconnection Feasibility Study may be extended by mutual agreement of the Parties.
4. In performing the study, the EDC will rely, to the extent reasonably practicable, on

existing studies of recent vintage. The Interconnection Customer will not be charged for such existing studies. The District of Columbia Small Generator Interconnection Rules detail cost responsibility associated with any new study or modifications to existing studies that are reasonably necessary to perform the Interconnection Feasibility Study.

5. The Interconnection Feasibility Study report shall provide the following information:

5.1 Preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

5.2 Preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and

5.3 Preliminary description and non-bonding estimated cost of facilities required to interconnect the Small Generating Facility to the EDC's electric distribution system and to address the identified short circuit and power flow issues.

6. The Interconnection Feasibility Study shall be completed and the results shall be transmitted to Interconnection Customer within thirty calendar days after the agreement is signed by the Parties.

7. Study fees and deposits shall be based on actual costs in accordance with the provisions of the District of Columbia Small Generator Interconnection Rules and Level 2-4 Standard Agreement.

In witness whereof, the Parties have caused this agreement to be duly executed by their authorized officers or agents on the day and year first above written:

[Insert name of EDC]

Signed _____

Name

(Printed):

_____ Title _____

[Insert name of Interconnection Customer]

Signed _____

Name (Printed):

Title _____

Section 2: Interconnection Feasibility Study Agreement
Assumptions Used in Conducting the Interconnection Feasibility Study

The Interconnection Feasibility Study will be based on the information set forth in the Application and agreed upon in the Scoping Meeting held on _____:

1. Designation of Point of Interconnection and configuration to be studied.

2. Designation of alternative Points of Interconnection and configuration.

Note: 1 and 2 are to be completed by the Interconnection Customer. Additional assumptions provided by the Interconnection Customer and/or the EDC shall be listed below.

Interconnection System Impact Study Agreement

This agreement is made and entered into this _____ day of _____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a _____ existing under the laws of the State of _____, ("Electric Distribution Company" or "EDC"). The Interconnection Customer and the EDC each may be referred to as a "Party," or collectively as the "Parties."

Recitals:

Whereas, The Interconnection Customer is proposing to develop a Small Generating Facility or adding generating capacity to an existing Small Generating Facility consistent with the Application completed by the Interconnection Customer on _____; and

Whereas, The Interconnection Customer desires to interconnect the Small Generating Facility with the EDC's electric distribution system;

Whereas, The EDC has completed an Interconnection Feasibility Study and provided the results of said study to the Interconnection Customer (This recital may be omitted if the Parties have agreed to forego the Interconnection Feasibility Study.);

Whereas, The Interconnection Customer has requested the EDC to perform an Interconnection System Impact Study to assess the impact of interconnecting the Small Generating Facility to the EDC's electric distribution system;

Now, therefore, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. The Interconnection Customer elects and the EDC shall cause to be performed an Interconnection System Impact Study consistent with the District of Columbia Small Generator Interconnection Rules.
2. The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth below in Section 2 of this agreement.
3. The Interconnection System Impact Study shall be based on the results of the Interconnection Feasibility Study and the technical information provided by the Interconnection Customer in the Application. The EDC reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with good utility practice during the course of the Interconnection System Impact Study. If the Interconnection Customer modifies its designated Point of Interconnection, Application, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended by mutual agreement of the Parties.

4. The Interconnection System Impact Study report shall provide the following information:

4.1 Identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

4.2 Identification of any thermal overload or voltage limit violations resulting from the interconnection;

4.3 Identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and

4.4 Description and non-binding, good faith estimated cost of facilities required to interconnect the generating facility to the EDC's electric distribution system, and to address the identified short circuit, instability, and power flow issues.

5. The Interconnection System Impact Study, if required, shall be completed and the results transmitted to the Interconnection Customer within thirty (30) calendar days after this agreement is signed by the Parties or in accordance with the EDC's queuing procedures.

6. Study fees and deposits shall be based on actual costs in accordance with the provisions of the District of Columbia Small Generator Interconnection Rules and the Level 2-4 Standard Agreement.

In witness thereof, the Parties have caused this agreement to be duly executed by their authorized officers or agents on the day and year first above written.

[Insert name of the EDC]

Signed _____
Name (Printed): _____ Title _____

[Insert name of Interconnection Customer]

Signed _____
Name (Printed): _____ Title _____

**Section 2: Interconnection System Impact Study Agreement
Assumptions Used in Conducting the Interconnection System Impact Study**

The Interconnection System Impact Study shall be based on the results of the Interconnection Feasibility Study, subject to any modifications in accordance with District of Columbia Small Generation Facility Interconnection Rules and the following assumptions:

1. Designation of Point of Interconnection and configuration to be studied.

2. Designation of alternative Points of Interconnection and configuration.

Note: 1 and 2 are to be completed by the Interconnection Customer. Additional assumptions provided by the Interconnection Customer and/or the EDC shall be listed below.