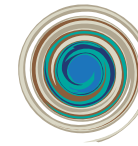




MARYLAND

Residential Customer Protection
Electric Supplier Compliance Audit Checklist



earth etch
unravelling energy compliance

Document Includes Applicable Rules:

**Code of MD Regs: Title 20, Subtitle 53
Competitive Electricity Supply**

COMAR: 20.53.07

**State Authority: Public Utilities Article, §§2-113, 2-121, 5-101,
7-505, 7-507, 7-511, and 7-603, Annotated Code of Maryland**

State of Maryland: Public Service Commission

Notes

* The link to COMAR 20.53 [can be found here](#).

* A link can become inactive if the source website is changed. If a link is no longer active, please contact Earth Etch to reestablish.

* For questions about the contents or usage of this document please email Earth Etch at support@earthetch.com

* Content last verified May 24, 2022



How To Best Use This Document:

This checklist details commission rules, statutes, regulations and/or docket decisions pertaining to operational requirements within the state. It is designed to ensure that employees and agents are informed of and compliant with state regulations.

This section identifies the general requirements for residential customer protection related to disclosure of customer information, customer consent, advertising and solicitations, contracts, disputes and termination.

Answers in this document should be marked "Yes" to indicate compliance and understanding of regulatory requirements. Where appropriate, cites to document version/ page/section/paragraph numbers should be inserted in the "Comments" form field as proof of compliance. All "No" answers should include a description of deficiency and needed corrective measures.

Your Company

Company Name:

Date:



Recent Updates to this Audit:

May 24, 2022

Maryland Rule Amendment Statement

On October 20, 2020, the MD PSC initiated Administrative Docket No. RM70 to consider revisions to the Code of Maryland Regulations (“COMAR”) 20.51 (concerning electricity suppliers), 20.53 (competitive electricity supply), and 20.54 (gas suppliers), and 20.59 (competitive gas supply) submitted by Staff in Case No. 9461 to accommodate requirements specific to supplier consolidated billing (“SCB”).

On January 19, 2022, in Order No. 90046 in Case No. 9461, Staff extended the implementation of SCB 12 months to December 2023.

On February 3, 2022, in RM70, Chairman Stanek moved to finally adopt the supplier consolidated billing regulations contained in Title 20, Subtitles 51, 53, 54, and 59 as published in the *Maryland Register*.

[RM70](#) and Case No. [9461](#) – Effective Date – December 2023.

Rules Added

20.53.07.05 C (2)(c), 20.53.07.06 C, 20.53.07.07 C (1)(b), 20.53.07.08 A (2)(h), 20.53.07.08 A (2)(i), 20.53.07.08 D (4), 20.53.07.08 D (5), (new) 20.53.07.09 A (2), 20.53.07.09 B (2) (b), 20.53.07.09 B (2)(c), 20.53.07.10 D through F, 20.53.07.12 D through E added.

Content Verification

Content was last verified on May 24, 2022.



Scope

1. I understand that this subtitle is applicable to electric utilities and suppliers only in service territories where customers have customer choice.

Comments:

[20.53.01.01](#)

YES
NO
N/A

2. I understand that this chapter applies to supplier services to **residential** customers.

Comments:

[20.53.07.01](#)

YES
NO
N/A

Disclosure of Customer Information

3. Except as provided in §B of this regulation, our company meets the requirement that a supplier may not disclose a customer’s billing, payment, and credit information without the customer’s consent.

Comments:

[20.53.07.02 A](#)

YES
NO
N/A



<p>4. Our company meets the requirement that a supplier may disclose a customer’s billing, payment, and credit information for the sole purpose of facilitating billing, bill collection, and credit reporting.</p> <p>Comments:</p> <p>20.53.07.02 B</p>	<p>YES NO N/A</p>
<p>5. Our company meets the requirement that a supplier shall provide a customer with a copy of the supplier’s customer information privacy policy.</p> <p>Comments:</p> <p>20.53.07.02 C</p>	<p>YES NO N/A</p>
<p>Creditworthiness</p>	
<p>6. I understand that a supplier may refuse to provide service based on an individual’s creditworthiness.</p> <p>Comments:</p> <p>20.53.07.03 A</p>	<p>YES NO N/A</p>



<p>7. Our company meets the requirement that a supplier shall apply uniform income, security deposit, and credit standards for the purpose of making a decision as to whether to offer a service to customers.</p> <p>Comments:</p> <p>20.53.07.03 B</p>	<p>YES NO N/A</p>
<p>Geographic Marketing</p>	
<p>8. I understand that a supplier may market services on a geographic basis.</p> <p>Comments:</p> <p>20.53.07.04 A</p>	<p>YES NO N/A</p>
<p>9. I understand that a supplier is not required to offer services throughout a particular utility’s entire service territory.</p> <p>Comments:</p> <p>20.53.07.04 B</p>	<p>YES NO N/A</p>
<p>10. Our company meets the requirement that a supplier may not refuse to provide service to a customer based on the economic character of a geographic area or the collective credit reputation of the area.</p> <p>Comments:</p> <p>20.53.07.04 C</p>	<p>YES NO N/A</p>



Sign Off Sheet

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:

Name:

Date:



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