

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF THE DISTRICT OF COLUMBIA**

SETTLEMENT AGREEMENT

I. Introduction

1. Pursuant to District of Columbia Municipal Regulations Title 15 (15 D.C.M. R.) § 130 and §2312.5, the Public Service Commission of the District of Columbia, Office of Compliance and Enforcement (“OCE”) and Washington Gas Light Company (“WGL” or “Company”) hereby submit this Petition for Settlement (“Settlement Agreement”) to resolve all issues related to WGL’s alleged gas pipeline safety violations discovered by OCE from January 1, 2013 to October 31, 2015. This Settlement Agreement reflects OCE’s representation of the facts surrounding each alleged violation, with which the Company does not agree in some instances. However, WGL has entered into this Settlement Agreement for purposes of resolving the alleged violations discussed herein and to work cooperatively with OCE to further enhance the Company’s damage prevention efforts in the District of Columbia. By this Settlement Agreement, WGL agrees to pay a civil penalty of \$125,000 and to implement a Damage Prevention Enforcement Improvement Plan (“DPEIP”) designed to address the alleged violations and enhance the Company’s District of Columbia Damage Prevention Program and the District’s overall pipeline safety record.

2. Pursuant to D.C. Official Code § 34-301, the Public Service Commission of the District of Columbia (“Commission”) has authority to regulate public utilities within the District.

3. Section § 2301.1 of Title 15 of the D.C.M.R. adopts the federal government’s gas safety regulations for transportation of natural and other gas by pipeline, 49 CFR §§190, 191, 192 and

199 as the minimum natural gas pipeline safety standards for intrastate natural gas transmission and distribution facilities.

4. The Commission is vested with jurisdiction in this matter pursuant to D.C. Official Code § 34-301 and 15 D.C.M.R. § 2300.1, which authorize the Commission to enforce the natural gas pipeline safety standards within the District of Columbia.

5. The Commission has delegated authority to OCE to initiate enforcement actions against public utilities pursuant to 15 D.C.M.R. Chapter 23. Pursuant to 15 D.C.M.R. § 2303.2, OCE has a responsibility for the enforcement of the provisions of 15 D.C.M.R. Chapter 23. This matter is brought under that delegated authority.

6. WGL is a jurisdictional natural gas utility, with offices located at 6801 Industrial Road, Springfield, Virginia 22151.

7. WGL is a public utility as the term is defined in the D.C. Code § 34-214, and is engaged in providing public utility service as a natural gas distribution company to the public for compensation.

8. D.C. Code § 34-706 (b), authorizes the Commission to impose civil penalties on any person, including a gas pipeline operator, who violates any regulation issued by the Commission governing safety of pipeline facilities and the transportation of gas.

9. Pursuant to the provisions of the applicable District of Columbia and federal statutes and regulations, the Commission has jurisdiction over the subject matter of this enforcement action and the alleged violations of WGL related thereto.

10. This matter concerns OCE's investigation and analysis of the actions of WGL and WGL's contractor(s) that allegedly violated state and/or federal gas safety regulations and WGL's operating procedures.

11. As a result of negotiations between WGL and OCE (referred collectively as "Parties"), the Parties have agreed to resolve their differences as encouraged by the Commission's policy favoring settlement agreements. The Parties agree that nothing in this Settlement Agreement constitutes an admission of liability against WGL.

12. The Parties executing this Settlement Agreement agree to the settlement terms set forth herein and urge the Commission to approve the Settlement Agreement as being in the public interest.

II. Background

13. In an effort to proactively address gas safety concerns associated with the growing number of excavation projects in the District of Columbia, OCE conducted a comprehensive review of all the alleged violations for WGL identified during the period January 1, 2013 to October 31, 2015. OCE identified and analyzed a total of 176 alleged violations for this period. The alleged violations were discovered through on-site inspections conducted by OCE inspectors and through review and analysis of WGL's bi-monthly reporting of damages to the gas pipeline system in the District, reported to the Commission pursuant to 15 D.C.M.R. § 2305.2 (g).

14. Based on its analysis, OCE determined that in 2015, there was no decline in the number of damages to gas pipeline facilities in the District, compared to the year before. On the contrary, the damage ratio in the District (number of damages/hits per 1,000 locate tickets) increased from 1.77 in 2014 to 2.31 in 2015. This could in part be explained by the fact that locating tickets increased in the District of Columbia over the same time period, reflecting an increase in construction activities by excavators.

15. OCE alleges that mismarking or no marking of distribution pipeline facilities, and record errors cause the majority of the instances of WGL's locating noncompliance. WGL represents

that damages due to the fault of excavators continues to be the largest percentage of damages in the District of Columbia.

16. In addition, OCE alleges that WGL employees or contractors' staff sometimes failed to follow WGL's Operations and Maintenance Manual ("O&M") procedures strictly, and did not demonstrate to the satisfaction of OCE staff sufficient knowledge of the procedures applicable to the covered tasks¹ despite the fact that they were qualified to perform the tasks pursuant to 49 CFR §192.801-192.809.

17. Following its comprehensive review and analysis, OCE invited WGL to meet on August 24, 2015 to discuss possible approaches to improving WGL's safety record in the District. WGL agreed to develop a DPEIP to further improve damage prevention in the District of Columbia. The DPEIP outlines specific remedial and improvement actions to be implemented, and applicable performance measures and goals to be accomplished and reported to OCE quarterly and annually beginning September 2016 and ending June 30, 2018.²

18. The Parties agreed that all alleged violations discovered in 2013 and 2014 and the alleged violations discovered from WGL's 2015 reports of damages to the gas pipeline system (to October 31, 2015) would be reviewed cumulatively for the purposes of analyzing compliance issues and trends. The Parties further agreed that the violations discovered during on-site inspections from January 1, 2015 to October 31, 2015 will be considered individually using the Notice of Probable Violation ("NOPV") process pursuant to 15 D.C.M.R. §2312.

19. Prior to the August 24, 2015 meeting, on July 22, 2015, OCE issued four NOPVs to WGL: NOPV-15-01; NOPV15-02; NOPV15-03; and NOPV15-04. WGL responded to these four NOPVs on August 21, 2015. On December 23, 2015, OCE responded to WGL's position

¹ "Covered task" is defined in 49 CFR § 192.801 (b).

² The first report will be submitted September 1, 2016 and will cover the period June, July, and August 2016.

related to these NOPVs and issued an additional 16 NOPVs. In total, the 20 NOPVs covered the period January 1, 2015 to October 31, 2015. The individual alleged violations are discussed in Section III (Alleged Violations) of this Settlement Agreement.

20. The specific compliance measures accomplished or to be accomplished by WGL pursuant to its DPEIP are incorporated by reference in this Settlement Agreement (See Attachment).

III. Alleged Violations

A. Violation IDs: 15-01-01 and 15-02-01: installation of marking tape

21. OCE is discussing the two alleged violations together, as the facts of these two alleged violations of 15 D.C.M.R. 2305.2(d)(2) are related. 15 D.C.M.R. 2305.2(d)(2) requires marking tape to be installed at a minimum of 12 inches above the top of the pipe when the open trenching method of pipeline construction is used. OCE alleges that the marking tape was not located within the parameters of this provision.

22. The alleged violations were discovered during an on-site inspection conducted on March 17, 2015 and a subsequent follow-up inspection on March 25, 2015. The pipeline work subject to these inspections was of a continuous nature and involved a stretch of land in the District of Columbia between Simms Place, NE and Raum Street, NE where 22 houses are located.

23. To address these alleged violations, WGL has since taken measures to reinforce the spacing requirements of marking tape with its contractors.

B. Violation ID: 15-03-01 and 15-03-02: compacting under paved roads; lack of knowledge of key procedures

24. The two alleged violations discussed in this subsection were discovered during an on-site inspection conducted on April 7, 2015. OCE alleges that WGL's backfilling procedures were

not properly followed, as required by CFR §192.605 (a) and the Company's O&M Manual.³ OCE also alleges that WGL's on-site personnel was not familiar with an excavation backfilling requirement applicable to paved areas and therefore did not meet the requirements of operator qualifications under 49 CFR § 192.801 through 192.809.

25. To address these alleged violations, WGL has since reinforced the backfilling requirements with its contractors.

C. Violation ID: 15-04-01: compacting under paved roads

26. This alleged violation of 49 CFR § 192.605(a) was discovered during an on-site inspection conducted on April 15, 2015. Following the inspection, the Commission's inspectors alleged that the compaction procedure used at the construction site on 1330 7th Street, NW did not comply with WGL's O&M Manual procedure for paved roads.

27. To address this violation, WGL has since reinforced the backfilling requirements with its contractors.

D. Violation ID: 15-05-02: mismarking and damage of a gas service line

28. This alleged violation of 49 CFR §192.605(a) was discovered during an on-site inspection conducted on January 29, 2015 at 2521 22nd Street, NE. WGL's O&M Manual, Section 4101 requires utility operators to mark the location of an underground facility within 18 inches of either side of the underground facility if the proposed excavation is within five feet horizontally of the underground facility.

29. The Commission's inspectors allege that the gas service line at the inspected site was improperly located and marked, which resulted in damage to the line.

³ 49 CFR § 192.605(a) states in part: Each operator shall prepare and follow for each pipeline, a manual of written procedures for conducting operations and maintenance activities and for emergency response

30. To address this alleged violation, WGL's DPEIP includes measures designed to reduce damages in the District and to support consistent enforcement of damage prevention laws against excavators.

E. Violation ID: 15-06-1: bedding installation

31. This alleged violation of 49 CFR § 192.605(a) was discovered during an on-site inspection conducted on February 5, 2015 at the intersection of 2nd and F Streets, NW. The Commission's inspectors allege that the crew failed to follow WGL's O&M Manual, Section 5288, page 2. Section 5288 requires that bedding material shall be layered to a minimum depth of approximately four inches to six inches at the bottom of the trench to protect the pipe and pipe coating from sharp edges of rock or stone.

32. The Commission's inspectors allege that WGL's contractor did not install proper bedding under the pipe under construction.

33. To address this alleged violation, WGL has reinforced the bedding requirements for pipeline installations to its contractors.

F. Violation ID: 15-07-1: incorrect drawing for installing 4-wire test station and two anode systems for cathodic protection

34. This alleged violation of 49 CFR § 192.605(a) was discovered during on-site inspections conducted on February 9 and February 10, 2015 at Bladensburg Rd, NE. The Commission's inspectors allege that the crew did not follow WGL's O&M Manual, Section 5210 to install a four-wire test station. WGL's O&M Manual, Section 5210 requires the operator to have a drawing showing how to install a four-wire test station for a particular size of pipe.

35. The Commission's inspectors allege that on February 9, 2015, the crew did not have the procedure (i.e., the applicable and correct drawing) at the site when installing a four-wire cathodic protection test station.

36. WGL denies this violation as alleged. However, WGL has since reinforced and reviewed with the Contractor the use of applicable and correct drawings when needed for the work being performed.

G. Violation ID: 15-08-1 and 15-08-2 : mismarking and anode installation

37. The two alleged violations discussed in this subsection were discovered during an on-site inspection conducted on April 9, 2015 at 701 Pennsylvania Ave, NW. The Commission's inspectors allege two violations of 49 CFR § 192.605(a) for failure to follow Section 1401 of WGL's O&M Manual, and for failure to follow Section 5210 of WGL's O&M Manual.

38. Specifically, the Commission inspectors allege that WGL did not mark a gas pipeline as required by Section 1401 of WGL's O&M Manual. In addition, the Commission inspectors allege that WGL's contractors did not follow the anode installation procedure included in Section 5210 of WGL's O&M Manual, required to ensure the anodes provide maximum cathodic protection.

39. On July 9, 2015 the contractor excavated the anodes and re-installed them as required by Section 5210 of WGL's O&M Manual.

40. In response to a subsequent OCE request to validate the effectiveness of its cathodic protection program, WGL: 1) provided OCE copies of the current amendment and previous anode installation contract the Company signed with Miller Construction; 2) agreed, on or before July 15, 2016, to re-qualify all appropriate personnel (WGL, Miller Construction and other contract personnel) who install and/or plan to install anodes for cathodic protection of WGL's pipeline system in the District of Columbia. WGL shall provide OCE copies of the OQ documentation for all individuals who successfully completed the qualification process; and 3) agreed that beginning July 15, 2016, if the Commission's pipeline safety inspectors find an

instance where they believe an anode was not installed in compliance with a specific WGL procedure or Commission rule, OCE shall notify WGL of the noncompliance. As needed, a dig and inspect will be performed on two anode installations that were performed by the same crew. If during this process an instance is identified in which the installed anode was not installed in compliance with specific WGL procedures or Commission rules, OCE shall document the concern and continue its investigation relative to possible enforcement of the probable violation noted during the dig and inspect.

H. Violation ID: 15-09-1, 15-09-2, 15-09-3 and 15-09-4: mismarkings and missing tracer wire

41. The four alleged violations discussed in this subsection were discovered during an on-site inspection conducted on May 14, 2015 at the 2100 block of Vermont Ave, NW.

42. The Commission's inspectors discovered three alleged violations of 49 CFR § 192.605(a) for failure to follow Section 1401 of WGL's O&M Manual. OCE alleges that WGL failed to mark properly three service lines at the inspected site. In addition, OCE alleges one violation of 49 CFR § 192.321(e) for failure to install tracer wire used for locating the pipe while it is underground.

43. To address these alleged violations, WGL's DPEIP includes measures designed to reduce damages in the District and to support consistent enforcement of damage prevention laws against excavators.

I. Violation ID: 15-10-1: expired operator qualification card

44. This alleged violation was discovered during an on-site inspection conducted on July 20, 2015 at 4800 and 4816 Calvert Street, NW. The Commission's inspectors allege that WGL had one employee perform work without the proper qualifications referenced in 49 CFR § 192.801 through 192.809 and WGL's O&M Manual, Section 2040. The employee has an expired

operator qualification card. WGL will provide by or before June 22, 2016 the requested as-built records of all the DCI crews that operated in the District from June 29, 2015 to July 23, 2015, for further evaluation by OCE. WGL will continue to cooperate with OCE in its review and investigation of alleged non-compliance due to the expiration of individual Operator Qualification by DCI crews during the period June 29, 2015 to July 23, 2015.

45. To address this alleged violation, WGL reinforced with its contractor the requirement for all employees to be properly qualified on all covered tasks being performed by the employee. The Company also provided an affidavit stating that after a reasonable investigation, and based on information provided by DCI, it has determined that another eight employees with expired operator qualification cards did not perform any covered tasks during the period of one month when their cards were expired.

J. Violation ID: 15-11-01 and 15-11-02: mismarking and lack of knowledge of key procedure

46. These two alleged violations were discovered during on-site inspections conducted on August 27, 2015 and August 28, 2015 at 1245 Kenyon Street, NW.

47. The Commission's inspectors discovered three alleged violations of 49 CFR § 192.605(a) for failure to follow Section 1401 of WGL's O&M Manual. OCE alleges that WGL failed to properly mark service lines at the inspected site. OCE also alleges one violation of 49 CFR § 192.801 to 809 for lack of knowledge by the contractor of key procedures to be considered for the correct performance of the covered tasks.

48. WGL denies the violations of 49 CFR § 192.801 to 809 as alleged. To address the alleged damage prevention violations, WGL's DPEIP includes measures designed to reduce damages in the District and to support consistent enforcement of damage prevention laws against excavators.

K. Violation IDs: 15-12-01, 15-13-01, 15-13-02, 15-14-01, 15-14-02, 15-15-01, 15-16-01, 15-19-01 and 15-20-01 : mismarkings

49. These nine alleged violations of 49 CFR § 192.605(a) (Section 1401 of WGL's O&M Manual) were discovered during on-site inspections.

50. Alleged violation 15-12-01 was discovered during an on-site inspection conducted on September 11, 2015 at 2957 Newark Street NW. Specifically, OCE alleges that WGL did not properly mark a gas pipeline.

51. Alleged violations 15-13-01 and 15-13-02 were discovered during an on-site inspection conducted on September 14, 2015 at 1706 U Street, NW. Specifically, OCE alleges that WGL did not properly mark two gas pipelines.

52. Alleged violations 15-14-01 and 15-14-02 were discovered during an on-site inspection conducted on September 21, 2015 at 1200 16th Street, NW. Specifically, OCE alleges that WGL did not properly mark two gas pipelines.

53. Alleged violation 15-15-01 was discovered during an on-site inspection conducted on September 25, 2015 at 1804 N. Hampshire Avenue, NW. Specifically, OCE alleges that WGL did not properly mark a gas pipeline.

54. Alleged violation 15-16-01 was discovered during an on-site inspection conducted on September 30, 2015 at 2049 W. Virginia Avenue, NE. Specifically, OCE alleges that WGL did not properly mark a gas pipeline.

55. Alleged violation 15-19-01 was discovered during an on-site inspection conducted on October 19, 2015 at 4208 Gault Place, NE. Specifically, OCE alleges that WGL did not properly mark the gas pipeline.

56. Alleged violation 15-20-01 was discovered during an on-site inspection conducted on October 27, 2015 at 1111 Penn Street, NE. Specifically, OCE alleges that WGL did not properly mark a gas pipeline.

57. To address these alleged violations, WGL's DPEIP includes measures designed to reduce damages in the District and to support consistent enforcement of damage prevention laws against excavators. These measures include the use of technology to provide enhanced positive response to excavators requesting location of lines; providing excavators greater detail of the marking locations and job site conditions; improving engagement with excavators to reinforce safe digging practices; enhanced efforts to engage with excavators for known hard-to-locate facilities; and seeking support from District officials for the establishment of enforcement against excavators that violate the District's damage prevention law.

L. Violation IDs: 15-17-01 and 15-17-02: mismarking and a damage to a service line; inaccurate records

58. These two alleged violations were discovered during an on-site inspection conducted on October 9, 2015 at 1100 Pennsylvania Avenue, NW.

59. OCE alleges that WGL did not comply with 49 CFR § 192.605(a) (Section 1401 of WGL's O&M Manual) for failure to properly mark a gas pipeline. As a result, a subcontractor for WGL damaged the service line at a location where there was no visible marking. The gas service line was mismarked by six feet at another site at the inspection location.

60. OCE also alleges that WGL did not comply with O&M Manual, Section 2010, page 2 because it had for inaccurate records about the service line.

61. WGL denies the violations as alleged. However, to address these alleged violations, WGL's DPEIP includes measures designed to reduce damages in the District and to support consistent enforcement of damage prevention laws against excavators.

M. Violation IDs: 15-18-01, 15-18-02, and 15-18-03: mismarking, backfilling procedure and a tracer wire

62. These three alleged violations were discovered during an on-site inspection conducted on October 15, 2015 at 125 Michigan Avenue, NW.

63. First, OCE alleged that WGL did not comply with 49 CFR § 192.605(a) (Section 1401 of WGL's O&M Manual) for failing to properly mark a gas pipeline. Second, OCE alleged that WGL failed to follow its O&M Manual backfilling procedure applicable to this paved site.

64. OCE is alleging that WGL did not follow 49 CFR § 192.321(e) and O&M Manual, Section 4102, page 1 because there was no visible tracer wire installed on an eight-foot section of the main plastic line.

65. WGL denies the violations as alleged. However, WGL has since reinforced the backfilling requirements to its contractors. Furthermore, to address these alleged violations, WGL's DPEIP includes measures designed to reduce damages in the District and to support consistent enforcement of damage prevention laws against excavators.

IV. Damage Prevention Enforcement Improvement Plan

66. The provisions of the Damage Prevention Enforcement Improvement Plan are incorporated by reference. (See Attachment)

V. Terms of Settlement

67. The Parties, intending to be legally bound and for consideration given, desire to resolve the above-captioned matter and agree to the terms of this Settlement Agreement.

68. The Parties respectfully request that acceptance of the Settlement Agreement by the Commission shall not be deemed nor shall it constitute in any respect a determination by the

Commission as to the merits of any of the contentions or allegations which might be made by any of the Parties in the absence of settlement and that this settlement hold no precedential value.

69. WGL is taking corrective actions, which will act as a safeguard against similar damage incidents occurring in the future. WGL's DPEIP includes measures designed to reduce damages and support effective, fair and consistent enforcement of damage prevention laws against excavators in the District of Columbia. Those measures include the use of technology to provide enhanced positive response to excavators requesting location of lines; providing excavators greater detail of the marking locations and job site conditions; improving engagement with excavators to reinforce safe digging practices, increased engagement of the OCE seeking enforcement against excavators who violate the District's damage prevention law; and enhanced efforts to engage with excavators for known hard-to-locate facilities. WGL also committed to enhanced reporting requirements and collaborative analysis of performance trends to identify additional opportunities for continuous improvement.

70. These actions are included in WGL's DPEIP and in this Settlement Agreement.

71. Nothing in this Settlement Agreement constitutes an admission of liability.

VI. Conclusion

72. With the Commission's approval of the terms and conditions in this Settlement Agreement, WGL agrees to pay a civil penalty of \$125,000. Pursuant to 15 D.C.M.R § 2312.8, WGL shall pay the penalty by submitting to the Commission a check in the correct amount, payable to the DC Treasurer. WGL agrees to pay the penalty amount within 30 days of the date of the Commission's final order approving this Settlement Agreement.

73. This Settlement Agreement is a full and final resolution of OCE's enforcement action related to the alleged violations by WGL as described in this Settlement Agreement for the period January 1, 2013 to October 31, 2015.

74. In the event that WGL fails to comply with any of the terms of this Settlement Agreement, OCE reserves all of its rights to initiate enforcement, penalty or sanctions against WGL in accordance with this Settlement Agreement, the applicable laws and the Commission's Regulations and orders. As stated in WGL's DPEIP, the only exception to this term would be a potential failure to meet the aspirational damage reduction target specified in the DPEIP. OCE recognizes that this target cannot be achieved by the sole actions of WGL. However, WGL agrees to report to OCE on a quarterly basis on the status of this effort, and provide explanations in the event the Company fails to meet the reduction target.

75. OCE reserves all of its rights to initiate an enforcement action and impose penalty and sanctions against WGL in the event that any representation of WGL in this Settlement Agreement proves to have been fraudulent or incorrect in any material respect when made.

76. The alleged violations may be used by OCE for the purpose of assessing WGL's compliance history in the future.

77. The Parties agree that the Commission's order approving the Settlement Agreement without modifications shall be a final and unappealable order. WGL waives any findings of fact and conclusions of law, rehearing of any Commission order approving the Settlement Agreement without modifications, and judicial review by any court of the Commission order approving the Settlement Agreement.

78. If the Commission does not approve this Settlement Agreement, without modification, by a final order, then either Party may elect to withdraw from this Settlement Agreement by filing a

response to the Commission order rejecting the agreement or any of its terms and conditions. None of the provisions of this Settlement Agreement shall be considered binding upon the Parties if such a response is filed.

79. The Parties agree that this Settlement Agreement shall have no precedential effect on future proceedings, and WGL retains its right to challenge any future unrelated alleged violations and/or assessed civil penalties by OCE.

80. This document represents the Settlement Agreement in its entirety. Any amendments to the Settlement Agreement shall be in writing. No amendment shall be effective unless it is in writing, executed by the Parties and approved by the Commission.

81. The undersigned representatives for each party affirms that he or she has read the Settlement Agreement, that all matters set forth in the Settlement Agreement are true and correct to the best of his or her knowledge, information and belief, and that he or she understands that the Settlement Agreement is entered into by each party in reliance on the representations set forth herein.

82. Each party agrees that it has had the opportunity to consult with a legal counsel regarding the Settlement Agreement and to review it carefully. Each party enters the Settlement Agreement voluntarily. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation of enforcement of this Agreement.

83. This Settlement Agreement shall be construed and interpreted under the District of Columbia's laws.

84. The Settlement Agreement shall be binding on all successors and assigns of the Parties.

85. The undersigned representative of each party warrants that he or she is authorized to represent and bind the designated party.

86. The Settlement Agreement shall be executed in duplicate copies with one original retained by each party.

87. This Settlement Agreement shall become effective on the day the Commission issues a final order approving the Settlement Agreement without modifications.

88. This Settlement Agreement resolves all issues related to OCE's enforcement action related to the alleged violations described herein. This Settlement Agreement is made without admission against, or prejudice to, any factual or legal positions which any of the Parties may assert in subsequent litigation of this proceeding before the Commission in the event that the Commission does not issue a final, unappealable order approving this Settlement Agreement without modification. The Settlement Agreement is determinative and conclusive of all issues addressed herein and constitutes a final settlement of the matters thereof as among the parties to the Settlement Agreement and the Commission.

WHEREFORE, the Parties respectfully request that the Commission adopt an order approving the terms and conditions of this Settlement Agreement as being in the public interest.

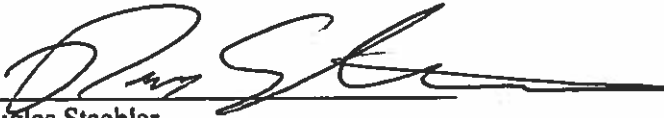
Respectfully Submitted,

Public Service Commission of the District of Columbia
Office of Compliance and Enforcement

By: 
Udeozo Ogbue
Chief, Office of Compliance and Enforcement

Date: June 9, 2016

Washington Gas Light Company

By: 
Douglas Staebler
Senior Vice President of Utility Operations

Date: 6-14-16