

**TITLE 17 PUBLIC UTILITIES AND UTILITY SERVICES**  
**CHAPTER 10 GAS SERVICES**  
**PART 2 PROPANE CUSTOMER PROTECTION**

**17.10.2.1 ISSUING AGENCY:** New Mexico Public Regulation Commission.  
[17.10.2.1 NMAC - N, 12-15-10]

**17.10.2.2 SCOPE:**

**A.** This rule applies to propane dealers operating within New Mexico subject to the jurisdiction of the New Mexico public regulation commission.

**B.** Nothing in this rule shall supersede a federal or New Mexico law, rule, code or regulation designed to protect customer safety or public safety with respect to propane. If there is a conflict with this rule, such law, rule, code or regulation shall take precedence to the extent of that conflict.

**C.** All proceedings conducted by the commission under this rule shall be governed by the commission's rules of procedure, 1.2.2.2 NMAC through 1.2.2.40 NMAC.  
[17.10.2.2 NMAC - N, 12-15-10]

**17.10.2.3 STATUTORY AUTHORITY:** Sections 8-8-4, 8-8-4.1 and 8-8-15 NMSA 1978.  
[17.10.2.3 NMAC - N, 12-15-10]

**17.10.2.4 DURATION:** Permanent.  
[17.10.2.4 NMAC - N, 12-15-10]

**17.10.2.5 EFFECTIVE DATE:** December 15, 2010; unless a later date is cited at the end of a section.  
[17.10.2.5 NMAC - N, 12-15-10]

**17.10.2.6 OBJECTIVE:** The purpose of this rule is to establish a uniform set of standards defining the rights and responsibilities of propane customers and dealers. The purpose of this rule is also to ensure that dealers provide customers with transparent, accurate and timely information. This rule establishes a process within the commission for the resolution of customers' complaints.  
[17.10.2.6 NMAC - N, 12-15-10]

**17.10.2.7 DEFINITIONS:** Unless otherwise specified, as used in this rule:

**A.** "**budget billing plan**" means an agreement between a customer and a dealer intended to levelize or average the monthly billing for propane and propane services;

**B.** "**customer**" means a purchaser of propane who purchases propane from a dealer to heat the interior of a dwelling or structure or to heat water, is legally liable for the payment of those purchases and does not purchase propane for resale;

**C.** "**customer rate variation**" means a variation of prices charged by a propane dealer to customers;

**D.** "**dealer**" means a retail distributor of propane who delivers propane to customers' premises and fills propane tanks at those premises;

**E.** "**delinquent**" means the status of a bill rendered to a customer for propane service which remains unpaid after the due date of the bill;

**F.** "**important information for New Mexico propane consumers (IINMPC)**" means a document in Spanish and English for residential customers created and updated by the commission and posted on its website that shall contain at a minimum:

(1) the toll-free telephone number of the commission's consumer relations division;

(2) information regarding LIHEAP application forms, qualification requirements, application procedures and locations at which residential customers may submit LIHEAP applications;

(3) information regarding New Mexico energy\$mart application forms, qualification requirements, application procedures and locations at which residential delivery customers may submit energy\$mart applications; and

(4) other information as may be specified by the commission from time to time such as:

(a) tips for new and existing consumers;

(b) a description of propane;

(c) questions consumers may ask dealers;

- (d) service termination rights and obligations as set forth in this rule;
- (e) tips for budget billing plans; and
- (f) payment plans and payments;

**G.** "LIHEAP" means the low-income home energy assistance program administered by the New Mexico human services department or a tribe's or pueblo's low-income home energy assistance program administered under Section 27-6-18.1 NMSA 1978;

**H.** "New Mexico energy\$mart" means the low-income weatherization assistance program administered by the New Mexico finance authority;

**I.** "payment agreement" means an agreement between a dealer and a customer in which the customer makes a series of payments scheduled over a period of more than forty-five (45) days to pay the customer's past due balances;

**J.** "propane" means liquefied petroleum gas and LP gas;

**K.** "residential customer" means a person who purchases propane from a dealer to heat the interior of a dwelling house or other structure used as a residence, who is legally liable for the payment of those purchases and who does not purchase propane for resale;

**L.** "service" means the provision of propane by a dealer to a customer to heat the interior of a dwelling or other structure or to heat water;

**M.** "schedule of charges" means the documentation provided by the dealer to the customer identifying and serving as notice of all relevant charges and fees and prices related to propane services.

[17.10.2.7 NMAC - N, 12-15-10]

**17.10.2.8 VARIANCE:** Dealers or customers seeking a variance from this rule shall follow the commission's procedure in 1.2.2.40 NMAC.

[17.10.2.8 NMAC - N, 12-15-10]

**17.10.2.9 TANK RENTAL, OWNERSHIP AND REMOVAL:**

**A. Rentals:** a dealer shall disclose to customers, in writing, upon initiation of service and upon request, all annual tank rental fees, including fees for tank removal, propane pump-out, minimum fills and partial fills.

**B. Ownership:** a customer may use his own tank and regulator.

**C. Removal of rental tank:** a customer may change propane dealers for any reason, absent a contractual agreement to the contrary. When a customer who rents a tank from a dealer lawfully changes dealers, the first dealer shall remove its rental tank from the customer's property within thirty (30) days after receiving written notice of the change and shall issue a refund within thirty (30) days for the unused propane and tank rental balances due under terms of the tank rental agreement.

[17.10.2.9 NMAC - N, 12-15-10]

**17.10.2.10 BUDGET BILLING PLANS:**

**A.** A dealer should offer reasonable budget billing plans to its residential customers. The offer of budget billing plans shall not be unreasonably withheld.

**B.** Budget billing plans shall be binding contracts under New Mexico law and shall be in writing. The pricing and time period language shall be printed in no less than 12-point boldface type of uniform font.

**C.** Budget billing plans may include a requirement for a deposit sufficient to ensure full payment to the dealer.

**D.** A budget billing plan shall provide that if a credit remains at the end of the budget billing plan term, that credit, including any deposit, shall be reimbursed to the residential customer not later than thirty (30) days after the end date of the plan, unless the dealer and residential customer agree otherwise.

[17.10.2.10 NMAC - N, 12-15-10]

**17.10.2.11 PAYMENTS AND PAYMENT AGREEMENTS:**

**A.** A dealer shall make a reasonable effort to enter into a payment agreement with a residential customer with a delinquent or past due account.

**B.** Payment agreements shall be binding contracts under New Mexico law and shall be in writing. The pricing and time period language shall be printed in no less than 12-point boldface type of uniform font.

**C.** A dealer shall make reasonable efforts to provide service to a residential customer who offers cash payments.

**D.** A dealer shall make reasonable efforts to incorporate LIHEAP payments, if applicable, into payments and payment plans.  
[17.10.2.11 NMAC - N, 12-15-10]

**17.10.2.12 CONTENTS OF BILLS AND METERED FUEL TICKETS:**

- A. Bills for propane goods, services and equipment shall include:**
- (1) the number of gallons metered;
  - (2) the date the bill is due;
  - (3) the amount due for, and explanation of, special services and fees including but not limited to, hazardous materials and environmental fuel surcharges;
  - (4) the total amount due for a previous balance separately presented from the current charges;
  - (5) gross receipts taxes and any other taxes, if not part of the base rate;
  - (6) the address and phone number of the dealer designating where the customer may initiate an inquiry or complaint regarding the bill as rendered of the service provided;
  - (7) the toll-free number of the consumer relations division of the commission, together with a statement advising customers that they may contact the commission if they are unable to resolve a billing dispute with the dealer; and
  - (8) a current copy in English and Spanish of the document IINMPC to be provided upon initiation of service for new customers, and annually in October for existing customers.
- B. Metered fuel tickets:**
- (1) for those customers who receive metered fuel tickets, if the information in Paragraphs (1)-(7) of Subsection A of this section (above) is omitted from the ticket, dealers shall provide it on a document either attached to the ticket or mailed to the customer within thirty (30) days of delivery;
  - (2) the document IINMPC shall be provided upon initiation of service for new customers, and annually in October for existing customers.
- [17.10.2.12 NMAC - N, 12-15-10]

**17.10.2.13 PUBLIC NOTICE OF CUSTOMER RIGHTS:** A dealer shall display a current copy of the IINMPC document in English and Spanish at all of its retail locations and on its website if applicable, and shall make this information available to the general public upon request. The document shall contain the telephone number for filing a complaint with the consumer relations division of the commission.  
[17.10.2.13 NMAC - N, 12-15-10]

**17.10.2.14 NOTICE, AVAILABILITY AND PUBLIC ACCESS TO SCHEDULE OF CHARGES:** A dealer shall keep for at least ninety (90) days and provide public access to, its current charges for service, including the current price of propane and pricing categories used to establish customer rate variations. This information shall be available to customers and potential customers upon request. The dealer shall make this information available in writing to new customers before an agreement is entered to commence propane service and to existing customers with the next propane delivery after the effective date of this rule. A dealer is not required to disclose prices under special agreements.  
[17.10.2.14 NMAC - N, 12-15-10]

**17.10.2.15 REPORTS TO THE COMMISSION:** A dealer shall report the information required by Section 17.10.2.14 NMAC within ten (10) business days upon commission request.  
[17.10.2.15 NMAC - N, 12-15-10]

**17.10.2.16 QUOTED PRICES AND CHARGES:** When a customer places a valid order for propane, the dealer shall honor the quoted price for the requested delivery, even if the actual delivery is at some other date for reasons not caused by the customer.  
[17.10.2.16 NMAC - N, 12-15-10]

**17.10.2.17 MINIMUM QUANTITY REQUIREMENT:** Prior to delivery, a dealer shall notify customers of the minimum quantity of propane required for their tank size, and of the charges for that minimal fill and for partial fills below the minimal amount. A dealer shall use reasonable efforts to help a customer maintain an adequate supply of propane. A dealer shall not require a customer to make a minimum purchase of more than 100 gallons at a time or more than the total capacity of the customer's existing tank, whichever is less, unless the

customer and the dealer have entered into a budget billing plan. This applies to all deliveries, including the initial installation.

[17.10.2.17 NMAC - N, 12-15-10]

**17.10.2.18 CUSTOMER RECORDS:**

**A.** Upon request, a dealer shall furnish to the customer copies of the customer's records for the prior twelve months. A dealer may charge a reasonable fee for copying these records.

**B.** A dealer shall furnish copies of a customer's records relevant to a matter in dispute to anyone authorized in writing by the customer to receive these records.

**C.** A dealer shall correct any non-disputed mistakes in a customer's payment history that are brought to its attention.

[17.10.2.18 NMAC - N, 12-15-10]

**17.10.2.19 COMPLAINTS:**

**A.** A dealer shall fully and promptly investigate and respond to all oral and written complaints made directly to the dealer by customers or prospective customers. The dealer shall make a good faith attempt to resolve the complaint and shall promptly notify the customer of its proposed disposition of the complaint, but no later than thirty (30) business days after the complaint was made. The dealer shall send written confirmation of its proposed disposition of the complaint to the customer.

**B.** If a dealer cannot resolve a complaint to a customer's satisfaction, the dealer shall provide the complainant with the name, address and current local or toll-free telephone number of the consumer relations division of the commission.

**C.** At any time, a customer may file an informal complaint against a dealer by contacting the consumer relations division or may file a formal complaint with the commission, as stated in 1.2.2.13 NMAC through 1.2.2.15 NMAC. For Native Americans requesting help with translation, commission staff should contact the appropriate tribal or pueblo official for assistance.

**D.** Nothing in this rule shall bar customers or the attorney general from pursuing remedies for complaints under the Unfair Practices Act, Sections 57-12-1 through 57-12-26 NMSA 1978. Nothing in this rule shall bar customers from pursuing remedies for disputes in New Mexico courts.

[17.10.2.19 NMAC - N, 12-15-10]

**HISTORY OF 17.10.2 NMAC: [RESERVED]**