

THE STATE OF NEW HAMPSHIRE

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NHPUC 9DEC16PM3:27

December 9, 2016

Scott F. Eaton, Director
Administrative Rules Division
Office of Legislative Services
State House Annex, Room 219
25 Capitol Street
Concord, NH 03301-6312

**Re: Puc 2000 – Competitive Electric Power Supplier and Aggregator Rules
N.H. Public Utilities Commission Docket No. DRM 16-853**

Dear Mr. Eaton:

Enclosed please find the following documents to be filed with your office regarding the above-referenced matter:

- (1) Appendix II-C, Rulemaking Notice Form;
- (2) Fiscal Impact Statement – FIS 16:250 (2 copies);
- (3) Puc 2000 Rules - Initial Proposal (2 copies); and
- (4) Cross-Reference Table of Applicable Statutes (Appendix A to the Initial Proposal) (2 copies).

Please note that, because the amendments of and additions to the Puc 2000 rules are quite extensive, the Initial Proposal shows all of the existing rules as deleted, followed by the full text of the proposed amended rules.

Consistent with RSA 541-A:10, I, electronic copies of the enclosed Initial Proposal are being provided to the Chair of the House Science, Technology and Energy Committee, and to the Chair of the Senate Energy and Natural Resources Committee, for distribution to members of those standing policy committees.

Please include the Rulemaking Notice Form in the next available Rulemaking Register.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin P. Honigberg".

Martin P. Honigberg
Chairman

Enclosures

cc: Chair, Senate Energy and Natural Resources Committee, c/o Katherine Bourque
Chair, House Science, Technology and Energy Committee, c/o Joel Anderson

APPENDIX II-C

RULEMAKING NOTICE FORM

Notice Number _____ Rule Number Puc 2000

Public Utilities Commission 21 South Fruit Street, Suite 10 Concord, NH 03301	2. RSA Authority: <u>RSA 374-F:4-b, 7; 365:8</u>
	3. Federal Authority: _____
	4. Type of Action:
	Adoption _____
	Amendment _____
	Repeal _____
	Readoption _____
	Readoption w/amendment <u>X</u>

5. Short Title: **Puc 2000 – Competitive Electric Power Supplier and Aggregator Rules**

6. (a) Summary of what the rule says and of any proposed amendments:

The Commission intends to readopt with amendments its Puc 2000 rules. Puc 2000 sets forth the regulations applicable to the registration of competitive electric power suppliers (CEPS) and electric load aggregators, reporting and financial obligations of CEPS and aggregators, requirements applicable to the terms of service and price disclosure of CEPS and aggregators, other consumer protection provisions applicable to CEPS and aggregators, investigation of complaints involving CEPS and aggregators, and enforcement of laws and rules applicable to CEPS and aggregators.

Amendments to the existing rules are extensive and include changes based on recent legislation addressing CEPS variable rate contracts, maintenance of a customer shopping comparison website, individual customer information privacy protection, and enhanced sanctions and enforcement authority. Other material amendments address registration application requirements, financial security provisions, registration time periods, customer disclosure and notice obligations, customer solicitation restrictions, enforcement procedures, sanctions and penalties, and the specific role of aggregators which are granted agency authority by their customers to select a CEPS on their behalf. The proposed amendments of and additions to the rules are so extensive that the Initial Proposal shows all of the existing rules as deleted, followed by the full text of the proposed amended rules.

6. (b) Brief description of the groups affected:

These rules affect persons or entities applying for authority to conduct business as a CEPS or aggregator in the state's retail electricity market, as well persons or entities registered to conduct business as CEPS and aggregators. The rules also encompass certain rights and remedies of the customers of CEPS and aggregators.

6. (c) Specific section or sections of state statute or federal statute or regulation which the rule is intended to implement:

STATUTORY CROSS-REFERENCE TABLE

Rule(s)	State Statute (RSA)
Puc 2000 (other specific statutory provisions implemented by specific rules are listed below)	RSA 374-F:7
Puc 2003	RSA 374-F:7, I and V
Puc 2004.01-02	RSA 374-F:7, I and V
Puc 2004.03	RSA 374-F:4-b and 7, I and V
Puc 2004.04-18	RSA 374-F:7, I and V
Puc 2004.19	RSA 363:37-38; RSA 374-F:7, I and V
Puc 2004.20	RSA 374-F:7, I and V
Puc 2005	RSA 374-F:7, III and V; RSA 541-A:30, II
Puc 2006	RSA 374-F:7, I and V

APPENDIX II-C (Continued)

RULEMAKING NOTICE FORM - Page 2

7. Contact person for copies and questions including requests to accommodate persons with disabilities:

Name:	David K. Wiesner, Esq.	Title:	Staff Attorney
Address:	Public Utilities Commission 21 South Fruit Street, Suite 10 Concord, NH 03301	Phone #:	603-271-6030
		Fax#:	603-271-4033
		E-mail:	David.Wiesner@puc.nh.gov
		TTY/TDD Access:	Relay NH 1-800-735-2964 or dial 711 (in NH)

8. Deadline for submission of materials in writing or, if practicable for the agency, in the electronic format specified: **January 27, 2017**

Fax

E-mail

Other format (specify):

9. Public hearing scheduled for:

Date and Time: **January 19, 2017 at 1:30 p.m.**

Place: **N.H. Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301**

10. Fiscal Impact Statement (Prepared by Legislative Budget Assistant)

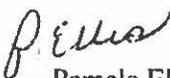
FIS # FIS 16:250 , dated December 6, 2016

11. Statement Relative to Part I, Article 28-a of the N.H. Constitution:

The proposed rules do not mandate or assign any new, expanded, or modified programs or responsibilities to any political subdivision of the State of New Hampshire, and therefore do not violate Part I, Article 28-a of the N.H. Constitution by necessitating additional local expenditures by a political subdivision.

STATE OF NEW HAMPSHIRE
Inter-Department Communication

DATE: December 6, 2016

FROM:  Pamela Ellis
Office of Legislative Budget Assistant
State House, Room 102
Concord, New Hampshire 03301

RE: FIS 16:250

TO: David K. Wiesner, Esq. (david.wiesner@puc.nh.gov)
Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301

Attached is the fiscal impact statement listed above. It should be reviewed and then submitted to the Division of Administrative Rules, Office of Legislative Services, in accordance with the N.H. Rulemaking Manual dated July 2016.

Attachment

Fiscal Impact Statement for Public Utilities Commission rules governing Puc 2000 – Competitive Electric Power Supplier and Aggregator Rules. [Puc 2000]

1. Comparison of the costs of the proposed rule(s) to the existing rule(s):

When compared to the existing rules, the proposed rules will have an indeterminable impact on costs to independently owned businesses and will decrease state restricted revenue by an indeterminable amount.

2. Cite the Federal mandate. Identify the impact on state funds:

No federal mandate, no impact on state funds.

3. Cost and benefits of the proposed rule(s):

The proposed rules make changes to the existing rules that may increase costs to independently owned businesses that include establishing record retention standards, requirements relative to disclosures, procedures for transferring customer accounts between suppliers, requirements for inputting information into a shopping comparison website, and requirements relative to required financial security instruments.

The proposed rules decreases the initial application fee cost for competitive electric power suppliers (CEPS) from \$500 to \$250, the renewal period for CEPS from five to either one, two, or three years, and the renewal period for aggregators from five years to two years. CEPS are not required to pay a renewal registration fee, but are subject to a \$10,000 annual assessment under RSA 363-A:2, III. Electric load aggregators are required to pay a renewal registration fee if they were not required to pay the statutory \$2,000 assessment for the preceding fiscal year. There are currently 33 registered CEPS and 113 registered electric load aggregators in New Hampshire. The Public Utilities Commission estimates the proposed rules will result in CEPS and electric load aggregators paying less in fees but it is unable to determine the extent of the decrease.

A. To State general or State special funds:

See 3 above.

B. To State citizens and political subdivisions:

None.

C. To independently owned businesses:

See 3 above.

SERVICE LIST - EMAIL ADDRESSES - DOCKET RELATED

Pursuant to N.H. Admin Rule Puc 203.11 (a) (1): Serve an electronic copy on each person identified on the service list.

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Docket #: 16-853-1 Printed: December 09, 2016

FILING INSTRUCTIONS:

- a) Pursuant to N.H. Admin Rule Puc 203.02 (a), with the exception of Discovery, file 7 copies, as well as an electronic copy, of all documents including cover letter with:

DEBRA A HOWLAND
EXECUTIVE DIRECTOR
NHPUC
21 S. FRUIT ST, SUITE 10
CONCORD NH 03301-2429

- b) Serve an electronic copy with each person identified on the Commission's service list and with the Office of Consumer Advocate.
- c) Serve a written copy on each person on the service list not able to receive electronic mail.

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Readopt with amendments Puc 2000, effective 8-26-10 (Document #9774-A), so that Puc 2000 reads as follows:

CHAPTER Puc 2000 COMPETITIVE ELECTRIC POWER SUPPLIER AND AGGREGATOR RULES

~~PART Puc 2001 PURPOSE AND APPLICATION OF THE RULES~~

~~Puc 2001.01 Purpose.~~

~~The purpose of Puc 2000 is to establish requirements for the registration of competitive electric power suppliers and notification procedures for aggregators, as defined below, with the commission. Puc 2000 also establishes consumer protection requirements and enforcement provisions and procedures.~~

~~Puc 2001.02 Application of Rules.~~

~~(a) These rules shall apply to competitive electric power suppliers as defined in Puc 2002.05 and aggregators as defined in Puc 2002.02.~~

~~(b) These rules shall not apply to municipalities operating municipal electric utilities under RSA 38 and providing electricity or aggregating within the boundaries of the municipality or to utilities as defined in Puc 2002.09.~~

~~PART Puc 2002 DEFINITIONS~~

~~Puc 2002.01 "Aggregate" means to combine the electricity loads of 2 or more customers or a single customer with multiple meters or multiple locations.~~

~~Puc 2002.02 "Aggregator" means any person or entity, other than a utility, that aggregates electric load on behalf of a competitive electric power supplier, an individual, or a group of customers. An aggregator does not take ownership of the electricity. The term does not include any employee aggregating load on behalf of her or his employer.~~

~~Puc 2002.03 "Applicant" means any person or entity who has filed an application for registration or renewal as a CEPS or notification as an aggregator with the commission pursuant to Puc 2000.~~

~~Puc 2002.04 "Commission" means the New Hampshire public utilities commission.~~

~~Puc 2002.05 "Competitive electric power supplier (CEPS)" means any person or entity, that sells or offers to sell electricity to retail customers in this state. The term does not include any utility or any municipal or county corporation operating within its corporate limits or submetering at campgrounds as described in RSA 362:3-a.~~

~~Puc 2002.06 "Customer" means any person or entity in this state, including any governmental unit, which purchases electricity at retail.~~

~~Puc 2002.07 "Electricity supply offer" means a solicitation by a CEPS to sell electricity or a solicitation by an aggregator to arrange for or facilitate the purchase of electricity by a customer.~~

~~Puc 2002.08 "Small commercial electric customer" means any non-residential customer, as defined under the terms and conditions of the consumer's utility tariff, that meets the availability criteria to take service under a utility tariff having a normal maximum demand threshold of less than 100~~

~~kilowatts. The term does not include any customer eligible to take service under a utility's small customer tariff for an individually metered account, but whose aggregated accounts in New Hampshire exceed the combined demand threshold of 100 kilowatts.~~

~~Puc 2002.09 "Utility" means any electric generation, transmission and/or distribution company meeting the definition of a public utility under RSA 362:2 and RSA 362:4 a, and includes rural electric cooperatives.~~

~~PART Puc 2003 REGISTRATION AND NOTICE OF INTENT REQUIREMENTS~~

~~Puc 2003.01 Initial Registration of Competitive Electric Power Suppliers.~~

~~(a) Any CEPS seeking to sell electricity to customers in the state of New Hampshire shall file with the commission an original and 2 copies of a registration application together with an electronic copy in a file format compatible with the computer system of the commission, pursuant to Puc 203.03.~~

~~(b) No CEPS shall sell, or offer to sell via mass media marketing or otherwise, electricity to any customer until it has completed all aspects of the registration process required by Puc 2003, and has had its registration approved in accordance with Puc 2003.01(f).~~

~~(c) The registration application required by (a) above shall be in the form specified in Puc 2006.01.~~

~~(d) Each applicant shall provide the following in or with its application:~~

~~(1) Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and the CEPS in the form of:~~

~~a. A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange.~~

~~1. To the extent a CEPS uses outside vendors or contractors for electronic data interchange services, the statement required by a. above shall:~~

~~(i) Verify that any vendor or contractor to be used by the CEPS has complied with the training and testing requirements for electronic data interchange; and~~

~~(ii) Be updated to verify that a new vendor or contractor has complied with the training and testing requirements for electronic data interchange if the CEPS changes to a new vendor or contractor; and~~

~~c. A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability;~~

~~(2) Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is not limited to, proof of membership in the New~~

~~England Power Pool (NEPOOL) or any successor organization, or documentation of a contractual relationship with a NEPOOL member;~~

~~(3) A \$500.00 registration fee; and~~

~~(4) Evidence of financial security, as defined in Puc 2003.03.~~

~~(e) Each CEPS shall notify the commission of any changes to the information required in this section within 30 days following the effective date of the change.~~

~~(f) Unless the commission determines that an application for registration is incomplete or does not comply with the requirements of this section, the application shall either be approved in writing by the commission within 60 days of its submission, or it shall be deemed to have been approved 60 days after receipt.~~

~~(g) An approved CEPS registration shall be valid for 5 years.~~

~~(h) If the commission has requested information or clarification to complete an application for registration, and such information or clarification is not provided within 60 days of the request, the commission shall suspend the application. If, after 120 days of the date of the request, the applicant has not provided the requested information or clarification, the commission shall reject the application. If an application is rejected, the application fee shall be forfeited and the applicant shall be required to submit a new application and fee prior to acting as a CEPS in New Hampshire.~~

~~(i) Following registration, a CEPS shall continue to maintain compliance with the requirements of Puc 2000.~~

~~(j) Failure by any CEPS to comply with the requirements or obligations of this section may result in an assessment against the financial security filed with the commission, following the process in Puc 2005.~~

~~(k) A CEPS shall, within 30 days of receiving notice of successful completion of its registration, notify each utility in whose franchise area it intends to operate, in writing, that it has successfully completed its registration. A copy of such notification shall also be provided to the commission.~~

~~Puc 2003.02 Renewal Registration of Competitive Electric Power Suppliers.~~

~~(a) Each registered CEPS shall re-register with the commission every 5 years by filing with the commission an application for renewal. Each application for renewal shall be filed no less than 60 days prior to the termination of the currently effective registration. If a CEPS fails to meet its re-filing obligation, its registration shall expire by its terms.~~

~~(b) The CEPS shall include in each application for renewal all information required for an initial CEPS application under Puc 2003.01, Puc 2003.03 and Puc 2006.01, and shall note any changes to the information contained in the previous application.~~

~~(c) A CEPS shall include with its application for renewal a renewal fee of \$250.00.~~

~~(d) Unless the commission determines that an application for renewal is incomplete or does not comply with the requirements of this section, the application shall either be approved in writing by the~~

~~commission within 60 days of its submission, or it shall be deemed to have been approved 60 days after receipt.~~

~~(e) An approved CEPS renewal shall be valid for 5 years.~~

~~(f) If the commission has requested information or clarification to complete an application for renewal, and such information or clarification is not provided within 60 days of the request, the commission shall suspend the application. If, after 120 days of the date of the request, the applicant has not provided the requested information or clarification, the commission shall reject the application. If an application is rejected, the application fee shall be forfeited and the applicant shall be required to submit a new application and fee prior to acting as a CEPS in New Hampshire.~~

~~(h) Following renewal, a CEPS shall continue to maintain compliance with the requirements of Puc 2000.~~

~~(i) Each CEPS shall notify the commission of any changes to the information required in this section within 30 days following the effective date of the change.~~

~~(j) Failure by any CEPS to comply with the requirements or obligations of this section may result in an assessment against the financial security filed with the commission, following the process outlined in Puc 2005.~~

~~Puc 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers.~~

~~(a) The security required by Puc 2003.01(d)(4) shall:~~

~~(1) Be in the form of a surety bond or other financial instrument showing evidence of liquid funds, such as a certificate of deposit, an irrevocable letter of credit, a line of credit, a loan or a guarantee;~~

~~(2) Be the greater of:~~

~~a. \$100,000.00;~~

~~b. 20% of the CEPS's estimated gross receipts for its first full year of operation, not including revenue from the provision of default service, for a CEPS's first year of operation; or~~

~~c. 20% of the CEPS's actual gross receipts for the preceding year of operation, not including revenue from the provision of default service, for any year after the first year of operation;~~

~~(3) Not exceed \$350,000.00;~~

~~(4) Name the commission as obligee;~~

~~(5) Have an expiration date not less than:~~

~~a. 5 years and 150 days after the date the applicant's application is filed, for an initial application; or~~

~~b. 5 years and 90 days after the date the applicant's application is filed, for an application for renewal;~~

~~(6) Be adjusted annually, if based upon actual or estimated gross receipts, under (2)b. or c. above; and~~

~~(7) Not include revenue from the provision of default service if the security is based upon gross receipts under (2)b. or c. above.~~

~~(b) Each CEPS shall file, by January 31, April 30, July 31 and October 31 of each year, a confidential report of the sales activity which occurred during the quarterly period just ended. Such report shall include, but not be limited to, sales of electricity made to customers in each utility's franchise area segregated by residential, small commercial, large commercial and industrial, and street lighting classes, the total kilowatt hours (kWh) sold, the number of customers in each class to which sales were made, and the total number of customers purchasing electricity. Such report shall also be made available on a confidential basis to the Office of Consumer Advocate.~~

~~(c) With each application for renewal, each CEPS shall file, on a confidential basis, a report listing any aggregators currently using the CEPS to provide service to New Hampshire customers, and the number of customers served by each listed aggregator.~~

~~Puc 2003.04 Procedure for Initial Filing of Notice by Aggregators.~~

~~(a) Any entity seeking to provide aggregation services to customers shall provide written notice to the commission prior to providing such service in the form specified in Puc 2006.02.~~

~~(b) No applicant shall enroll any customers, make a legally binding offer to any non-residential customers or market to residential customers in writing, in person or by telecommunications until it has completed all aspects of the notification process required by Puc 2003.~~

~~(c) An original and 2 copies of the notification required by (a) above shall be filed together with an electronic copy in a file format compatible with the computer system of the commission, pursuant to Puc 203.03.~~

~~(d) Except as provided in (c) below, payment of a filing fee of \$250.00.~~

~~(e) Any municipal entity that acts as an aggregator for its citizens shall file the notice required by this section but shall not be required to pay a registration fee.~~

~~(f) Unless the commission determines that an application for notification is incomplete or does not comply with the requirements of this chapter, the application shall either be approved in writing by the commission within 60 days of its submission, or it shall be deemed to have been approved 60 days after receipt.~~

~~(g) An approved initial aggregator application shall be valid for 2 years.~~

~~(h) If the commission has requested information or clarification to complete the application for notification, and such information or clarification is not provided within 60 days of the request, the commission shall suspend the application. If, after 120 days of the date of the request, the applicant has not provided the requested information or clarification, the commission shall reject the application. If an~~

~~application is rejected, the application fee shall be forfeited and the applicant shall be required to submit a new application and fee prior to acting as an aggregator in New Hampshire.~~

~~(i) Following registration, an aggregator shall continue to maintain compliance with the requirements of Puc 2000.~~

~~(j) Each aggregator shall notify the commission of any changes to the information required in this section within 30 days following the effective date of the change.~~

~~Puc 2003.05 Renewal of Notice by Aggregators.~~

~~(a) Each approved aggregator shall re-notify the commission after the initial 2 year period, or after the 5 year renewal period as applicable, by filing with the commission an application for renewal at least 60 days prior to the expiration of the currently effective registration. If an aggregator fails to meet its re-filing obligation, the original registration shall expire by its terms.~~

~~(b) The aggregator shall include in each application for renewal all information required for an initial aggregator application in the form specified in Puc 2006.02, and shall note any changes to the information contained in the previous application.~~

~~(c) Except as provided in Puc 2003.04(e), an aggregator shall include with its application for renewal a renewal fee of \$125.00.~~

~~(d) Unless the commission determines that an application for renewal is incomplete or does not comply with the requirements of this chapter, the application shall either be approved in writing by the commission within 60 days of its submission, or it shall be deemed to have been approved 60 days after receipt.~~

~~(e) An approved aggregator renewal shall be valid for 5 years.~~

~~(f) If the commission has requested information or clarification to complete an application for renewal, and such information or clarification is not provided within 60 days of the request, the commission shall suspend the application. If, after 120 days of the date of the request, the applicant has not provided the requested information or clarification, the commission shall reject the application. If an application is rejected, the application fee shall be forfeited and the applicant shall be required to submit a new application and fee prior to acting as an aggregator in New Hampshire.~~

~~(g) Following re-notification, an aggregator shall continue to maintain compliance with the requirements of Puc 2000.~~

~~(h) Each aggregator shall notify the commission of any changes to the information required in this section within 30 days following the effective date of the change.~~

~~PART Puc 2004 CONSUMER PROTECTION REQUIREMENTS~~

~~Puc 2004.01 Applicability.~~

~~(a) The rules set forth in Puc 2004.02 shall apply to those CEPS selling electricity to residential or small commercial electric customers, whether directly or through an arrangement with an aggregator.~~

~~(b) Except as noted, all other consumer protections in this chapter apply to all CEPS or aggregators operating in New Hampshire.~~

~~Puc 2004.02 Provision of Information to Customers by Competitive Electric Power Suppliers.~~

~~(a) Each CEPS shall provide each of its customers with a written statement regarding terms of service within 5 business days of entering into an agreement to sell electricity.~~

~~(b) Each CEPS shall include in the written statement disclosing the terms of service required by (a) above, the following:~~

- ~~(1) The name, business address, telephone number and e-mail address of the CEPS;~~
- ~~(2) All fixed and variable prices of the service being offered to the customer, including an explanation of any variable prices and the circumstances that would cause the price to vary;~~
- ~~(3) The average price per kWh for the service, starting at a usage of 250 kWh per month and increasing in 250 kWh increments to 1000 kWh and in 500 kWh increments thereafter, if the energy charge under the terms of service is based on fixed rates per kWh;~~
- ~~(4) If the energy charge for the proposed service is based on determinants other than a fixed rate per kWh, such as time of use or real time rates, all applicable billing determinants, broken down by time of use, and a historic average price per kWh for a typical load profile, described by at least hour of day and day of week, starting at a usage of 250 kWh per month and increasing in 250 kWh increments to 1000 kWh and in 500 kWh increments thereafter. This breakdown shall cover an identified 12-month period ending within one year and one month of the date of the statement;~~
- ~~(5) The average price per kW of demand or other billing determinants for demand charges if other than a fixed rate per kW, if the terms of service include a demand charge;~~
- ~~(6) A statement that the CEPS's price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes;~~
- ~~(7) A list of social service agencies and programs available to low income customers for bill payment assistance;~~
- ~~(8) The due date of bill payments and the consequences of late payments, including the amount of any late payment fee or the interest or finance charge assessed for late payments;~~
- ~~(9) The duration of the CEPS's commitment for price, terms and conditions;~~
- ~~(10) The duration of the customer's commitment to purchase from the CEPS, including a statement that the customer has a right to change CEPS subject to the terms of commitment;~~
- ~~(11) Any fees payable to the CEPS for early termination by the customer;~~

~~(12) Any other fees, penalties, or charges payable to the CEPS for which the customer would be responsible;~~

~~(13) An explanation of how the customer will be billed for electricity sales and the name, address and telephone number of the CEPS's billing agent, if any;~~

~~(14) A description of the CEPS's dispute resolution process available to the customer;~~

~~(15) The toll free telephone number of the commission's consumer affairs division and a statement that customers may contact the commission if they have questions about their rights and responsibilities;~~

~~(16) Deposit requirements and the rate of interest paid on deposits;~~

~~(17) A statement that the CEPS shall not release confidential customer information without written authorization from the customer along with a statement, not inconsistent with Puc 2004.09, of which customer information shall be considered confidential;~~

~~(18) Information about the National Do Not Call Registry and how a customer may be added to the list; and~~

~~(19) An advisory that:~~

~~a. Residential customers and small commercial customers shall have 3 business days from the date of personal or electronic delivery of the written terms of service statement required by (a) above to rescind authorization; and~~

~~b. Residential customers and small commercial customers receiving the terms of service statement required by (a) above via the United States postal service shall have 5 business days from the postmarked date to rescind authorization.~~

~~(c) The disclosure statement required by this section shall be written in plain language, and be legibly typed or printed in a font size no smaller than 12 point.~~

~~(d) As part of any written or verbal solicitation to provide electricity, a CEPS shall advise potential residential and small commercial customers of their right to rescind authorization to the supplier, described in (b)(19) above.~~

~~(e) A CEPS shall not submit a customer enrollment request to a utility for a customer until any applicable customer right of rescission has lapsed.~~

~~Puc 2004.03 Telephone Solicitation of Customers by or for Competitive Electric Power Suppliers.~~

~~(a) A CEPS or its representative shall not while telemarketing:~~

~~(1) Initiate any telephone call to any of the following:~~

~~a. An emergency telephone line, including any 911 line or any emergency line of a hospital, medical physician or service office, health care facility, poison control center, or fire protection or law enforcement agency;~~

~~b. The telephone line of any guest room or patient room of a hospital, health care facility, home for the elderly, or similar type establishment; or~~

~~c. A telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call;~~

~~(2) Use any device to send an unsolicited advertisement to a telephone facsimile machine;~~

~~(3) Initiate any telephone solicitation to a customer or potential customer before 8:00 a.m. or after 9:00 p.m. eastern time;~~

~~(4) Initiate any telephone solicitation to a customer or potential customer on a weekend or any state or federal holiday; or~~

~~(5) Initiate any telephone solicitation to a customer or potential customer unless the CEPS has instituted procedures, as provided in (b) below, for maintaining a list of persons who do not wish to receive telephone solicitations made by or on behalf of that CEPS.~~

~~(b) A CEPS which intends to telemarket to residential and small commercial electric customers, and has not stated otherwise pursuant to Puc 2006.01(a)(18), shall implement procedures for telephone solicitation including:~~

~~(1) Providing the called party with the name of the CEPS on whose behalf the call is being made as well as a telephone number or address at which the CEPS can be reached; and~~

~~(2) Establishing a written policy for maintaining a do not call list, including:~~

~~a. Maintaining an up to date listing of New Hampshire customers and potential customers who have registered with the National Do Not Call Registry prior to conducting any telephone solicitations;~~

~~b. Providing notification to customers and potential customers that such a list is maintained and information about how to be placed on that list or a supplier specific list;~~

~~c. Instituting training for personnel engaged in any aspect of telephone solicitation in the existence and use of the National Do Not Call Registry and any supplier specific do not call list;~~

~~d. Not making telephone solicitations to any customer or potential customer who has registered with the National Do Not Call Registry or requested do not call treatment;~~

~~e. Providing daily updates to the do not call list so that residential customers or potential customers requesting to not be called or to be placed on a do not call list are not called; and~~

~~f. Creating a mechanism for obtaining prior express consent from the customers or potential customers before a request to be placed on a do not call list can be shared with or forwarded to a party other than the CEPS on whose behalf the solicitation is being made.~~

~~Puc 2004.04 In person Solicitation of Customers by or for Competitive Electric Power Suppliers~~

~~(a) A CEPS or its representative who contacts customers in person at a location other than the CEPS's place of business for the purpose of selling any product or service offered by the CEPS shall, as soon as possible and prior to describing any products or services offered for sale:~~

~~(1) Produce identification, to be visible at all times thereafter, which prominently displays in reasonable size type the full name of the CEPS and representative as well as the CEPS's telephone number for inquiries, verification and complaints. Upon request such identification shall be left with the potential customer.~~

~~(2) Identify the CEPS and the relationship of the representative with the CEPS. The CEPS or its representative shall also state that if the potential customer purchases electricity from the CEPS, the customer's utility will continue to deliver their energy and will respond to any outages or emergencies. This requirement may be fulfilled by an oral statement to the potential customer, or by written materials left with the potential customer.~~

~~(3) The CEPS or its representative shall leave the premises of a potential customer when requested to do so by the potential customer or the owner or occupant of the premises; and~~

~~(4) Where it is apparent that the potential customer's English language skills are insufficient to allow the potential customer to understand and respond to the information conveyed, or where the potential customer or another third party informs the CEPS or its representative of this circumstance, the CEPS or its representative shall either find a replacement who is fluent in the potential customer's language to continue the marketing activity, or shall terminate the in person contact with the potential customer. The use of translation services shall be permitted.~~

~~Puc 2004.05 Transfer of Service by Competitive Electric Power Suppliers.~~

~~(a) A CEPS shall not submit a change on behalf of a customer in the customer's selection of a CEPS without first obtaining authorization from the customer, consisting of:~~

~~(1) The customer's written authorization in a form that meets the requirements of (f) below; or~~

~~(2) Verbal authorization from the customer as described in (c), (d) and (e) below and which is made in the same language as the underlying solicitation made to the customer.~~

~~(b) Each CEPS shall maintain records of verification of customer authorization for a minimum period of 2 years after obtaining the verification.~~

~~(c) Verbal authorization for the transfer of service shall be confirmed by a third party that:~~

~~(1) Is not owned, affiliated, managed, controlled, or directed by the CEPS, or any marketing representative involved in such transaction;~~

~~(2) Has no financial incentive to confirm CEPS change orders for the CEPS or the CEPS's marketing representative;~~

~~(3) Obtains the customer's consent, as required by RSA 570-A, to the tape recording of the customer's authorization for a change in service; and~~

~~(4) Operates in a location physically separate from the CEPS or the CEPS's marketing representative.~~

~~(d) The CEPS shall disclose to the commission the name, address, telephone number, and e-mail address of the person or entity acting as a third party verifier for purposes of (c) above.~~

~~(e) Verbal authorization shall consist of the following:~~

~~(1) A statement, made by the customer, providing the customer's name;~~

~~(2) Confirmation that the caller is the customer authorized to make the CEPS change;~~

~~(3) Confirmation that the customer wants to make the change in CEPS;~~

~~(4) The name of the customer's current CEPS;~~

~~(5) The name of the CEPS the customer wishes to select; and~~

~~(6) The service address and account number or meter number that the customer wishes to switch to the new CEPS.~~

~~(f) The written authorization form referenced in (a)(1) above shall:~~

~~(1) Not be combined with other materials sent to the customer, including but not limited to, checks or other inducements to change service;~~

~~(2) Be a separate plainly identifiable document;~~

~~(3) Be written in plain language, and be legibly typed or printed in a font size no smaller than 12 point;~~

~~(4) Contain the customer's billing name and address;~~

~~(5) Contain the service address and account number or meter number that is being changed to a new CEPS;~~

~~(6) Contain a statement that the customer is changing from their current CEPS to the new CEPS, in which each CEPS is identified by name; and~~

~~(7) Be signed by the customer.~~

~~(g) When a customer's request for a change in CEPS is received over the telephone, the CEPS shall mail an information package to the customer within 5 business days of the customer's request.~~

~~(h) The information package described in (g) above shall include:~~

~~(1) A statement that the information is being sent to confirm the telemarketing order or verbal request;~~

~~(2) The name, address and telephone number of the newly requested CEPS;~~

~~(3) The disclosure statement required pursuant to Pue 2004.02; and~~

~~(4) Notice of the applicable rescission period required by Pue 2004.02(b)(19).~~

~~(i) Upon receipt of authorization from the customer, after the applicable rescission period defined in 2004.02(b)(19) has expired, the CEPS shall notify the relevant utility electronically of the customer's request to switch suppliers pursuant to the electronic data interchange requirements set forth in Pue 2003.01(d). A CEPS shall provide the commission with proof of valid customer authorization whenever requested by the commission.~~

~~(j) A CEPS who fails to obtain customer authorization in accordance with this section and initiates a customer change in service with the utility shall:~~

~~(1) Be liable for all charges billed to the customer as a result of the change in service;~~

~~(2) Be liable for all charges for electricity it billed to the customer; and~~

~~(3) Be subject to the penalty and other enforcement provisions of Pue 2005.~~

~~(k) The following shall apply when a CEPS proposes to transfer or sell the right to serve any customer of the CEPS, prior to the proposed transfer or sale:~~

~~(1) Except as provided in (o) below, the CEPS shall provide notice to each affected customer pursuant to (l) below; and~~

~~(2) The proposed transferee or buyer shall register as a CEPS pursuant to Pue 2003, if not already so registered.~~

~~(l) Not less than 14 days prior to the effective date of such change, the CEPS shall provide clear and conspicuous written notice to each affected customer which includes:~~

~~(1) Notice that the CEPS shall discontinue providing services to the customer;~~

~~(2) Notice that unless the customer selects an alternate CEPS or returns to default service, the customer will be assigned to the proposed transferee or purchaser;~~

~~(3) Notice of the date that the CEPS will discontinue providing services to the customer;~~

~~(4) Notice that the change of CEPS shall be without charge to the customer;~~

~~(5) A clear statement:~~

~~a. Of any difference in the rates, terms or conditions of service of the CEPS and the rates, terms or conditions of service of the proposed transferee or buyer; or~~

~~b. That the rates, terms and conditions of service of the CEPS and the proposed transferee or buyer are the same;~~

~~(6) The name, address, telephone number and e-mail address of the proposed transferee or buyer if the customer does not select an alternate CEPS within the prescribed time period; and~~

~~(7) Notice of the time period within which the customer shall make a selection of any alternate CEPS or be returned to default service, if different than the date the CEPS will cease to provide service to the affected customer.~~

~~(m) The CEPS shall provide a copy of the notice described in (l) above to the commission at the same time notice is sent to affected customers.~~

~~(n) Within 30 days of the effective date of the change, the CEPS shall refund to its customers any applicable amounts owed.~~

~~(o) A transfer, lease or sale of a CEPS to another person or entity, as described in (l) above, shall require the notice set forth in (p) below rather than the notice set forth in (l) above, when the following conditions exist:~~

~~(1) The existing CEPS, serving the customer(s) in question, will continue to exist, serving its customers under the same name;~~

~~(2) The transfer or sale will result in no change in the existing CEPS customers' rates, terms, or conditions of service;~~

~~(3) The CEPS notifies its affected customers in writing of the transfer or sale, pursuant to (p) below, and of the opportunity for the customer to change suppliers at no extra charge;~~

~~(4) There will be no interruption in or diminution in the quality of service; and~~

~~(5) The CEPS does not charge any customer who selects another CEPS for service in connection with the transfer or sale.~~

~~(p) When a transfer, lease or sale of a utility franchise or portion thereof meets the requirements of (o) above, the utility shall notify each affected customer of the opportunity, prior to the next meter reading date, to choose, without additional charge, another CEPS or return to default service.~~

~~(q) As to the notices required to be sent to the customer describing a proposed change in CEPS as described in (l) and (p) above, the following shall apply:~~

~~(1) The notice may be sent with the customer's billing statement;~~

~~(2) The notice shall be sent by the original CEPS, not the proposed transferee or purchaser; and~~

~~(3) The notice shall be sent separately from promotional materials relating to services proposed to be provided by the proposed transferee or purchaser.~~

~~(f) If the commission determines that a CEPS has not complied with the provisions for discontinuance of service or for a successor provider, then, in addition to any action the commission may take pursuant to Puc 2005, the commission shall order notice to affected customers clarifying the customers' rights and obligations.~~

~~Puc 2004.06 Bill Disclosure Information.~~

~~(a) The CEPS shall include on any bills it issues or which are issued on its behalf, the following information:~~

~~(1) The starting and ending date of the billing period;~~

~~(2) Any fixed monthly charges;~~

~~(3) The price structure for electric power kWh usage and all other applicable billing determinants;~~

~~(4) For those CEPS providing separate bills, a statement that the customer's meter readings are available on the utility's bill;~~

~~(5) An indication as to whether the bill is based on actual or estimated usage;~~

~~(6) The total kWh and all other applicable billing determinants, such as demand charges, used during the billing period, which shall include for customers on a time of use or similar pricing schedule the total kWh and all other applicable billing determinants used broken down by time of use;~~

~~(7) The customer's average total price expressed per kWh used during that billing period;~~

~~(8) Any applicable penalty date, including but not limited to penalties for late payments, and the amount of the related penalty;~~

~~(9) Any other factors necessary to compute the charges;~~

~~(10) An itemized breakdown of the charges, including any late fee, penalty or aggregation fee, if applicable, and the name of the company/entity assessing the charge;~~

~~(11) A statement at least twice per year that the customer has the right to request and receive actual consumption information for each billing period during the prior year or the months therein during which the CEPS sold electricity to the customer;~~

~~(12) The telephone number, e-mail address, and toll-free telephone number, if available, of the CEPS customer service department or customer service contact person;~~

~~(13) A statement that the customer has the right to file a complaint with the commission after the customer has attempted to resolve the dispute with the CEPS; and~~

~~(14) The toll free telephone number of the commission's consumer affairs division.~~

~~(b) Upon request of a customer, the CEPS shall provide the customer with a clear and concise statement of the customer's actual consumption for each billing period during the prior year or the months in which the CEPS sold electricity to the customer.~~

~~Puc 2004.07 Notice of Termination of Service.~~

~~(a) When a residential or small commercial electric customer has failed to meet any of the terms of its agreement for service with its CEPS, the CEPS may terminate its agreement to sell electricity to the customer as follows:~~

~~(1) The CEPS shall provide written notice of the termination, stating the reason(s) for the termination, to the customer no less than 10 business days prior to the termination; and~~

~~(2) The actual date of termination of the agreement to sell electricity by that CEPS shall be upon the customer's next meter read date that falls not less than 10 business days after issuing notice to the customer, provided that notice to the utility provided for in (d) below is also met.~~

~~(b) Nothing shall prevent a CEPS from requesting an off-cycle meter reading, except that:~~

~~(1) In requesting an off-cycle meter reading, a CEPS:~~

~~a. Shall give at least 5 business days' written notice to the utility; and~~

~~b. May be subject to a reasonable charge from the utility for such reading not to exceed the charge for performing an off-cycle meter reading for the utility's customer as defined in the utility's tariff;~~

~~(2) The utility may deny any request for an off-cycle meter reading if proper notice as described in (1)a. above is not provided; and~~

~~(3) To the extent a utility can not accommodate a request for an off-cycle meter reading within 5 business days, the utility and CEPS shall negotiate a reasonable extension of time for the completion of the off-cycle meter reading request.~~

~~(c) A CEPS shall provide not less than 5 business days' written notice to customers, other than residential or small commercial electric customers, prior to terminating electric service when the customer has failed to meet any of the terms of the agreement for service.~~

~~(d) A CEPS shall provide not less than 2 business days' electronic notice to the utility prior to terminating electric service to any customer who has failed to meet the terms of its agreement for service with the CEPS, unless the 2 day notice is waived by the utility.~~

~~(e) When a CEPS terminates service to a customer, it shall provide written notice to the customer that shall include a statement that termination of service will not result in disconnection from the~~

~~electricity grid, and that the customer may obtain service from another CEPS or return to default service, subject to the provisions of the default service provider.~~

~~(f) Any CEPS that ceases to sell electricity within the state shall, prior to discontinuing such service:~~

~~(1) Provide at least 30 days written notice to any affected utility and to the commission; and~~

~~(2) Provide each customer written notice of its intent to cease operations at least 30 days prior to the start date of the customer's next billing cycle;~~

~~(g) Any CEPS that ceases to sell electricity to a class of customers within the state shall refund to customers any outstanding deposits or prepayments within 30 days of final billing.~~

~~Puc 2004.08 Customer Protections Required of Aggregators.~~

~~(a) An aggregator shall, within 5 days of entering into an agreement with a customer, provide each customer with a written statement disclosing the following information:~~

~~(1) The name, business address, telephone number and e-mail address of the aggregator;~~

~~(2) The nature of any business relationships or affiliations with any CEPS or utility;~~

~~(3) The toll free telephone number of the commission's consumer affairs division and a statement that customers may contact the commission if they have any questions about their rights and responsibilities; and~~

~~(4) A statement, not inconsistent with Puc 2004.09, of the customer information that will be accorded confidential treatment.~~

~~(b) The disclosure statement required by this section shall be written in plain language, and be legibly typed or printed in a font size no smaller than 12 point.~~

~~(c) An aggregator shall comply with the telemarketing and solicitation provisions of Puc 2004.03 and 2004.04 as stated above.~~

~~Puc 2004.09 Release of Confidential Customer Information.~~

~~(a) No CEPS or aggregator shall release confidential customer information without written authorization from the customer, unless otherwise required by law.~~

~~(b) Confidential customer information shall include, but not be limited to:~~

~~(1) Customer name, address, e-mail address and telephone number; and~~

~~(2) Individual customer payment information.~~

~~(c) A CEPS or aggregator shall be deemed authorized to obtain customer usage information when it has secured from the customer, in writing, the customer's name, account number(s), and the unique utility assigned authorization number(s).~~

~~(d) In the event of a dispute about the release of confidential information, including whether the information is or should be confidential, a CEPS, aggregator or customer may file a complaint with the commission for resolution.~~

~~Puc 2004.10 Other Consumer Protections:~~

~~(a) No CEPS or aggregator shall include provisions in residential contracts that would waive the requirements of Puc 2004.~~

~~(b) Any person may file a complaint with the commission that a CEPS or aggregator has engaged in slamming. For purposes of this paragraph, slamming means initiating the transfer of a customer to a new CEPS or aggregator without the customer's authorization.~~

~~(c) Upon the filing a complaint pursuant to (b) above:~~

~~(1) The commission shall, within 10 business days of the receipt of a complaint that a CEPS or aggregator has engaged in slamming, investigate the complaint; and~~

~~(2) If, after an investigation, the commission determines that a CEPS or aggregator does not possess evidence of a customer's affirmative choice or authorization, the commission shall require the unauthorized CEPS or aggregator to refund any charges already paid and any expense incurred in switching.~~

~~(d) Each CEPS that enrolls a customer shall sell electricity to that customer for a period that lasts at least through one billing cycle of the utility serving that customer.~~

~~(e) No CEPS shall install pre-payment meters or any device at the customer's location that causes electricity to be automatically disconnected for failure to pay in advance.~~

~~(f) A CEPS or aggregator shall not discriminate in the application process, the provision of service, or the termination of a contract on the basis of any of the following:~~

~~(1) Income;~~

~~(2) Home ownership;~~

~~(3) Geographic area;~~

~~(4) Race;~~

~~(5) Color;~~

~~(6) Religion or creed;~~

~~(7) Gender;~~

~~(8) Marital status;~~

~~(9) Age;~~

~~(10) National origin;~~

~~(11) Disability; or~~

~~(12) Sexual orientation.~~

~~(g) Except as to income, a CEPS or aggregator shall not discriminate in the provision of credit on the basis of any of the characteristics in (f) above.~~

~~PART Pue 2005 ENFORCEMENT PROVISIONS AND PROCEDURES~~

~~Pue 2005.01 Sanctions for Failure to Comply.~~

~~(a) For the purposes of this section, "mitigating circumstances" means facts, actions or conditions which might excuse or justify a particular course of action.~~

~~(b) The commission shall, pursuant to RSA 374 F:7, III, impose a penalty upon a CEPS, up to \$1,000.00 per day for each violation, after notice and an opportunity to be heard, for any of the following:~~

~~(1) Failure to register with the commission as required in Pue 2003;~~

~~(2) A violation of any of the provisions of Pue 2004 or any applicable state statute;~~

~~(3) Acting in a manner contrary to or providing false information in the statements required by Pue 2003; or~~

~~(4) A violation of any commission order enforcing RSA 374 F:7 or Pue 2000;~~

~~(c) The commission shall suspend the registration of a CEPS, after notice and an opportunity to be heard for:~~

~~(1) The second and third violations of any of the provisions of Pue 2004 or any applicable state statute; or~~

~~(2) A second violation of any commission order enforcing RSA 374 F:7 or Pue 2000.~~

~~(d) The commission shall revoke the registration of a CEPS, after notice and an opportunity to be heard, for:~~

~~(1) Willful misrepresentation of any of the information required by 2003 which, if accurately reported, would have resulted in the denial of the application;~~

~~(2) The fourth or subsequent violations of any of the provisions of Pue 2004 or any applicable state statute; or~~

~~(3) A third or subsequent violation of any commission order enforcing RSA 374 F:7 or Pue 2000.~~

~~(e) Any CEPS whose registration has been suspended shall be prohibited from doing business in the state as a CEPS or aggregator for a period of no less than 30 days nor more than 6 months from the date of suspension.~~

~~(f) Any CEPS whose registration has been revoked shall be prohibited from doing business in the state as a CEPS or aggregator for a period of no less than 6 months nor more than 2 years from the date of revocation.~~

~~(g) The commission shall determine the period of revocation or suspension as described in (e) through (f) above, or the penalty, as described in (b) above, as applicable, based on:~~

~~(1) The severity of the infraction;~~

~~(2) Mitigating circumstances, if any; and~~

~~(3) Other relevant information pertaining to the business practices of the CEPS and its principals.~~

~~(h) A CEPS which is prohibited from doing business in the state may, at the end of the period of suspension or revocation, petition the commission for reinstatement by submitting a new application.~~

~~(i) In addition to all other information as is required for an initial application, the CEPS seeking reinstatement shall also provide the following:~~

~~(1) Evidence that any deficiencies and/or problems regarding the original suspension or revocation have been remedied; and~~

~~(2) A registration fee of \$500.00.~~

~~(j) The commission shall waive or lessen the imposition of any sanction, if it determines that:~~

~~(1) The violation was immaterial, unintentional, or both;~~

~~(2) The CEPS acted in good faith to comply with all applicable statutory and regulatory requirements; or~~

~~(3) Other mitigating circumstances exist.~~

~~Puc 2005.02 Investigation by the Commission By Reason of Consumer Complaint.~~

~~(a) Upon the filing of a complaint with the commission's consumer affairs division, either verbally or in writing, against a CEPS or aggregator alleging that the CEPS or aggregator is not in compliance with the provisions of Puc 2000, the commission's consumer affairs division shall be authorized to begin an investigation.~~

~~(b) The CEPS or aggregator shall provide any relevant information to the consumer affairs division which would assist the consumer affairs division in its efforts to investigate and resolve the dispute.~~

~~(c) The CEPS, aggregator or the customer may request a hearing before the commission if dissatisfied with the consumer affairs division's disposition of the complaint.~~

~~(d) The consumer affairs division shall request a hearing before the commission when it determines that issues remain which require resolution by the commission.~~

~~PART Puc 2006 FORMS~~

~~Puc 2006.01 Form for Initial and Renewal Registration of Competitive Electric Power Suppliers.~~

~~(a) The registration application required by Puc 2003.01(a) and Puc 2003.02(b) shall include the following:~~

~~(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;~~

~~(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;~~

~~(3) The applicant's place of incorporation, if anything other than an individual;~~

~~(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;~~

~~(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:~~

~~a. The name, business address and telephone number of the entity;~~

~~b. A description of the business purpose of the entity; and~~

~~c. A description of any agreements with any affiliated New Hampshire utility;~~

~~(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;~~

~~(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;~~

~~(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;~~

~~(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;~~

~~(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;~~

~~(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;~~

~~(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;~~

~~(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;~~

~~(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:~~

~~a. For partnerships, any of the general partners;~~

~~b. For corporations, any of the officers, directors or controlling stockholders; or~~

~~c. For limited liability companies, any of the managers or members;~~

~~(15) A statement as to whether the applicant or any of the applicant's principals:~~

~~a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;~~

~~b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or~~

~~c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;~~

~~(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;~~

~~(17) For those applicants intending to telemarket, a statement that the applicant shall:~~

~~a. Maintain a list of consumers who request being placed on the applicant's do-not call list for the purposes of telemarketing;~~

~~b. Obtain monthly updated do-not call lists from the National Do Not Call Registry; and~~

~~c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not call list(s) or customers who are listed on the National Do Not Call Registry;~~

~~(18) For those applicants that intend not to telemarket, a statement to that effect;~~

- ~~(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;~~
- ~~(20) A copy of each contract to be used for residential and small commercial customers;~~
- ~~(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and~~
- ~~(22) The signature of the applicant or its representative.~~

Puc 2006.02 Form for Initial and Renewal Registration of Aggregators.

~~(a) The registration application required by Puc 2003.04(a) and Puc 2003.05(b) shall include the following:~~

- ~~(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state;~~
- ~~(2) The applicant's business address, telephone number, e-mail address and website address, as applicable;~~
- ~~(3) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual or of the applicant's principal(s), if the applicant is anything other than an individual;~~
- ~~(4) The telephone number of the customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available~~
- ~~(5) A copy of the applicant's authorization to do business in New Hampshire from the secretary of state, if anything other than an individual;~~
- ~~(6) Description of the geographic areas of New Hampshire in which the applicant intends to provide service, consistent with Puc 2006.01(a)(10) above;~~
- ~~(7) A statement that the applicant is not representing any supplier interest or a listing of any supplier interest the applicant intends to represent; and~~
- ~~(8) Except as provided in 2003.04(e), payment of the required filing fee; and~~
- ~~(9) The signature of the applicant or its representative.~~

PART Puc 2001 PURPOSE AND APPLICATION OF THE RULES

Puc 2001.01 Purpose.

The purpose of Puc 2000 is to establish requirements for the registration of competitive electric power suppliers and the registration or notification procedures for aggregators with the commission. Puc 2000 also establishes consumer protection requirements and enforcement provisions and procedures.

Puc 2001.02 Application of Rules.

(a) These rules shall apply to competitive electric power suppliers as defined in Puc 2002.08, aggregators as defined in Puc 2002.03, and aggregators granted agency authority as defined in Puc 2002.04.

(b) These rules shall not apply to municipalities operating municipal electric utilities under RSA 38 and providing electricity or aggregating within the boundaries of the municipality or to utilities as defined in Puc 2002.21.

PART Puc 2002 DEFINITIONS

Puc 2002.01 “Affiliate” means any of the following:

(a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;

(b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;

(c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; and

(d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.

Puc 2002.02 “Aggregate” means to combine the electricity loads of 2 or more customers or a single customer with multiple meters or multiple locations.

Puc 2002.03 “Aggregator” means any person or entity, other than a utility, that aggregates electric load or serves as a broker on behalf of a competitive electric power supplier, an individual customer, a group of customers, or any combination thereof. An aggregator does not take ownership of the electricity. The term does not include any employee aggregating load or brokering electricity supply on behalf of her or his employer.

Puc 2002.04 “Aggregator granted agency authority” means an aggregator who or which has been granted express authority by a customer to enter into an electricity supply contract with a CEPS or to choose utility default service on behalf of the customer.

Puc 2002.05 “Applicant” means any person or entity who or which has filed an application for registration or renewal as a CEPS or an aggregator with the commission pursuant to Puc 2003.

Puc 2002.06 “Buyer’s aggregator” means an aggregator that receives no compensation or remuneration from an electricity supplier, such as a municipality that aggregates electric load or energy services for its citizens or an RSA 301-A consumer cooperative that aggregates electric load or energy for its members.

Puc 2002.07 “Commission” means the New Hampshire public utilities commission.

Puc 2002.08 “Competitive electric power supplier (CEPS)” means any person or entity that sells or offers to sell all-requirements electricity supply service to retail customers, including net metering customers, in this state using the transmission or distribution facilities of a utility. A CEPS takes ownership of the electricity it sells. The term does not include any utility or any municipal or county corporation operating within its corporate limits or submetering at campgrounds as described in RSA 362:3-a.

Puc 2002.09 “Confidential customer information” means information that is collected as part of providing electric services to a customer that can identify, singly or in combination, that specific customer, and includes the customer name, address, and account number and the quantity, characteristics, or time of consumption by the customer, and also includes specific customer payment, financial, banking, and credit information.

Puc 2002.10 “Customer” means any person or entity in this state, including any governmental unit, which purchases electricity at retail.

Puc 2002.11 “Electricity suppliers” has the meaning set forth in RSA 374-F:2, II, namely “suppliers of electricity generation services and includes actual electricity generators and brokers, aggregators, and pools that arrange for the supply of electricity generation to meet retail customer demand, which may be municipal or county entities.”

Puc 2002.12 “Electricity supply offer” means a solicitation by a CEPS to sell electricity or a solicitation by an aggregator to arrange for or facilitate the purchase of electricity by a customer.

Puc 2002.13 “Electronic data interchange (EDI)” means a standard set of data transactions used by electric distribution companies and CEPS to send and receive data.

Puc 2002.14 “Enrollment” means the commencement of a customer’s electricity supply service from a CEPS effective on the meter read date described in Puc 2004.10(a) following successful EDI notification by a CEPS to the utility.

Puc 2002.15 “Investment grade credit rating” means a current rating for senior unsubordinated debt of AAA, AA, A, or BBB, as issued by S&P Global Ratings, or Aaa, Aa, A, or Baa, as issued by Moody’s Investors Service, Inc.

Puc 2002.16 “ISO-NE” means ISO New England, Inc. or its successors, serving as the regional transmission operator which oversees the operation of New England's bulk electric power generation and transmission system and administers the regional wholesale markets for electric energy and other electricity products.

Puc 2002.17 “Principals” means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.

Puc 2002.18 “Sanctionable event” means a CEPS or aggregator has:

- (1) Violated any provision of the rules included in this chapter;
- (2) Violated the requirements of RSA 374-F:7 or any other provision of RSA Title XXXIV applicable to CEPS or aggregators; or
- (3) Engaged in any unfair or deceptive acts or practices in the marketing, sale, or solicitation of electricity supply or related services.

Puc 2002.19 “Small commercial customer” means any non-residential customer that meets the availability criteria to take service under a non-residential utility tariff, and has a normal maximum demand threshold of less than 20 kilowatts. The term does not include any customer eligible to take service under a utility’s small customer tariff for an individually metered account, but whose aggregated accounts in New Hampshire exceed the combined demand threshold of 20 kilowatts.

Puc 2002.20 “Unaffiliated third party” means an independent person or entity, who or which is not an affiliate of the CEPS or aggregator granted agency authority, used to verify a customer’s election to purchase electricity supply from a particular CEPS or to contract with a particular aggregator granted agency authority.

Puc 2002.21 “Utility” means any electric generation, transmission, and/or distribution company meeting the definition of a public utility under RSA 362:2 and RSA 362:4-a, and includes rural electric cooperatives.

PART Puc 2003 REGISTRATION AND ASSESSMENT REQUIREMENTS

Puc 2003.01 Initial Registration of Competitive Electric Power Suppliers.

(a) No CEPS shall sell electricity, or offer by any means to sell electricity to any customer until the commission has approved its registration in accordance with (d) below and the CEPS has complied with the shopping comparison website initial information input requirements set forth in Puc 2004.03(a)(1).

(b) An applicant seeking to register as a CEPS shall:

- (1) Complete and submit an application for registration containing the information specified in Puc 2006.01;
- (2) File the financial security instrument described in Puc 2003.03 with the executive director; and
- (3) Pay the application fee of \$250 to the commission by submitting payment to the executive director.

(c) The commission shall reject the application when information required to complete a CEPS registration is not provided by the applicant within 60 days of request for such information.

(d) Unless a CEPS application is incomplete, does not meet the application requirements, or is subject to outstanding requests for additional information or clarification, within 60 days of receipt of a complete application:

- (1) The application shall be approved in writing, which approval shall be issued by the executive director, unless the approval requires the grant of a rule waiver under Puc 201.05;
- (2) The application shall be denied in writing; or
- (3) The application shall be deemed to have been approved.

(e) The commission shall deny a CEPS application if it determines that the applicant or any of the applicant's principals or affiliates has:

- (1) Been found in other state(s), after notice and opportunity to be heard, to have committed violations, such that the commission determines that it is not in the public good to allow registration;
- (2) Within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against it, him or her pursuant to any state or federal consumer protection law or regulation, such that the commission determines that it is not in the public good to allow registration;
- (3) Knowingly made a false statement of material fact in the application; or
- (4) Been subject to consumer complaints in other states in such number or of such types as establishes a pattern demonstrating engagement in:
 - a. Misleading or deceptive marketing or sales practices;
 - b. Inaccurate billing when billed by the CEPS;
 - c. Fraud;
 - d. Slamming, meaning the initiation of the transfer of a customer to a new CEPS or aggregator without the customer's authorization; or
 - e. Other practices found by the commission to be harmful or potentially harmful to customers.

(f) In the event that the commission denies an application for registration, the applicant may, within 30 days, file a request for reconsideration or a hearing before the commission.

(g) The CEPS registration shall be valid for:

- (1) 12 months, when financial security permitting draws, claims, demands, or other recovery thereon during a period of at least 18 months but less than 30 months is provided;

(2) 24 months, when financial security permitting draws, claims, demands, or other recovery thereon during a period of at least 30 months but less than 42 months is provided; or

(3) 36 months, when financial security permitting draws, claims, demands, or other recovery thereon during a period of at least 42 months is provided.

(h) The application fee shall be forfeited for applications which are rejected.

(i) A new application fee pursuant to (b)(3) above shall apply to submission of an application which has previously been rejected.

(j) Each CEPS shall notify the commission of any changes to the information required to be submitted pursuant to this section and Puc 2006.01, with the exception of the information specified in Puc 2006.01(n) and (o); such notification to be provided in advance, when practicable, but no later than 10 business days following the effective date of the change, in all cases.

(k) Failure by a CEPS to comply with the requirements or obligations of this chapter may result in a charge against the CEPS's financial security provided to the commission, following the process set forth in Puc 2005 and subject to the priority set forth in Puc 2003.03(b).

(l) Within 5 days of receiving commission approval of its registration application, a CEPS shall notify, in writing, each utility in whose franchise area it intends to operate that it has successfully completed its registration.

Puc 2003.02 Renewal Registration of Competitive Electric Power Suppliers.

(a) Each registered CEPS shall renew its registration with the commission every 12, 24, or 36 months, based on the period of its registration pursuant to Puc 2003.01(g) above, by:

(1) Completing and submitting an application for renewal registration containing the information specified in Puc 2006.01; and

(2) Filing the original financial security instrument required under Puc 2003.03 with the executive director, unless the financial security instrument previously filed with the commission will remain in effect during the entire renewal term.

(b) Each application for renewal shall be submitted no less than 60 days and no more than 120 days prior to the expiration of the CEPS's currently effective registration. If a CEPS fails to renew its registration, its registration shall expire by its terms.

(c) Unless a CEPS renewal application is incomplete, does not meet the application requirements, or is subject to outstanding requests for additional information or clarification, within 60 days of receipt of a complete application:

(1) The application shall be approved in writing, which approval shall be issued by the executive director, unless the approval requires the grant of a rule waiver under Puc 201.05;

(2) The application shall be denied in writing; or

(3) The application shall be deemed to have been approved.

(d) The commission shall deny a CEPS application for renewal if it determines that the applicant or any of the applicant's principals or affiliates has:

(1) Been found in New Hampshire or other state(s), after notice and opportunity to be heard, to have committed violations, such that the commission determines that it is not in the public good to allow registration;

(2) Since its registration, had any civil, criminal or regulatory sanctions or penalties imposed against it, him or her pursuant to any state or federal consumer protection law or regulation, such that the commission determines that it is not in the public good to allow registration;

(3) Knowingly made a false statement of material fact in the renewal application;

(4) Been subject to consumer complaints in New Hampshire or other states in such number or of such types as establishes a pattern demonstrating engagement in:

a. Misleading or deceptive marketing or sales practices;

b. Inaccurate billing;

c. Fraud;

d. Slamming, meaning the initiation of the transfer of a customer to a new CEPS or aggregator without the customer's authorization; or

e. Other practices found by the commission to be harmful or potentially harmful to customers; or

(5) Had its registration suspended or revoked pursuant to Puc 2005 and has not:

a. Demonstrated its ability to avoid a similar sanctionable event; and

b. Paid all applicable fines and complied fully with any Commission order issued as a result of a sanctionable event.

(e) In the event that the commission denies an application for registration, the applicant may, within 30 days, file a request for reconsideration or a hearing before the commission.

(f) A renewed CEPS registration shall be valid for the applicable period of time determined pursuant to 2003.01(g).

(g) The commission shall reject an application for renewal when information required to complete the CEPS registration renewal is not provided within 60 days of the request for such information.

(h) Each CEPS shall notify the commission of any changes to the information required to be submitted pursuant to this section and Puc 2006.01, with the exception of the information specified in Puc 2006.01(n) and (o); such notification to be provided in advance, when practicable, but no later than 10 business days following the effective date of the change, in all cases.

(i) Failure by a CEPS to comply with the requirements or obligations of this chapter may result in a charge against the CEPS's financial security provided to the commission, following the process set forth in Puc 2005 and subject to the priority set forth in Puc 2003.03(b).

Puc 2003.03 Financial Security Requirements of Competitive Electric Power Suppliers.

(a) The financial security instrument required by Puc 2003.01(b)(2) shall:

(1) Be in the form of:

a. An irrevocable standby letter of credit issued by:

i. A bank on the ISO-NE list of approved letter of credit banks and presentable at a U.S. office of such bank; or

ii. A bank with a retail office in New Hampshire and presentable at a New Hampshire office of such bank;

b. A surety bond issued by an insurance company or bonding company included on the U.S. Treasury Department's list of certified companies and licensed in New Hampshire, with demand to be made on a U.S. office of the named surety; or

c. An unconditional guaranty of payment executed by the parent company or other affiliate of the CEPS, if the parent company has and maintains an investment grade credit rating;

(2) Be in an amount equal to the greater of:

a. \$100,000; or

b. 25% of the CEPS's actual gross revenue in New Hampshire for the preceding full year of operation, not including revenue from the provision of default service, for any year after the CEPS's first full year of operation;

(3) Not exceed \$500,000, notwithstanding (2) above;

(4) Name the commission as beneficiary, obligee, or guaranteed party, as applicable;

(5) Have an effective term of no less than:

a. 18 months for a letter of credit or unconditional guaranty executed by the CEPS's parent company; or

b. 12 months with a 6 month extended claims or demand period for a surety bond;

(6) Have no right of cancellation during the initial effective term of the security instrument; and

(7) Be adjusted annually, if based on actual or estimated gross revenue, under (2) b above.

(b) Financial security shall be available to the commission for the following purposes, and in accordance with the following order of payment priority:

- (1) Customer complaint reparations, ordered by the commission following notice and hearing and remaining unpaid by the CEPS after 30 days;
- (2) Fines or sanctions for violation of applicable laws or rules, assessed by the commission following notice and hearing and remaining unpaid by the CEPS after 30 days;
- (3) Alternative compliance payments (ACPs) due to the commission under RSA 362-F and Puc 2500 rules, but remaining unpaid by the CEPS after 60 days; and
- (4) Commission annual assessment remaining unpaid by the CEPS on June 1 of any calendar year, in the absence of exemption or good faith objection.

(c) Each financial security instrument shall contain the following operative language: “The New Hampshire Public Utilities Commission may draw upon this financial security instrument if and when the Company has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission on _____, 20__.”

(d) In the event the commission draws on a financial security instrument pursuant to Puc 2005 and (b) above, the CEPS shall replenish the financial security instrument to the full amount required by (a)(2) and (3) above within the timeframe specified by the commission in any decision or order.

Puc 2003.04 Reporting Requirements of Competitive Electric Power Suppliers.

(a) No later than January 31, April 30, July 31 and October 31 of each year, each CEPS shall submit a confidential quarterly sales report containing the information specified in Puc 2006.03.

(b) The report required in (a) above shall be provided on a confidential basis to the Office of Consumer Advocate.

(c) Each CEPS shall file, by July 1 of each year, the Annual Renewable Portfolio Standard Compliance Filing required by Puc 2503.03.

(d) Each CEPS shall pay to the commission, by July 1 of each year, any alternative compliance payment due pursuant to Puc 2503.

Puc 2003.05 Registration of Aggregators.

(a) Any person or entity that acts solely as a buyer’s aggregator, such as a municipality acting on behalf of its citizens, shall notify the commission of its intent to do business.

(b) With the exception of (a) above, a buyer’s aggregator shall not otherwise be subject to the provisions of this chapter.

(c) Any person or entity seeking to provide aggregation services to customers shall register with the commission prior to providing such services.

(d) No applicant shall market to customers, make legally binding offers to customers, or enroll customers, until it has completed all aspects of the registration process required by this chapter.

(e) An applicant seeking to register as an aggregator shall:

(1) Complete and submit an application for registration containing the information specified in Puc 2006.02; and

(2) Pay the application fee of \$250 to the commission by submitting payment to the executive director.

(f) The commission shall reject an application for aggregator registration when information required to complete such registration is not provided within 60 days of request for such information.

(g) Unless an application for aggregator registration is incomplete, does not meet the application requirements, or is subject to outstanding requests for additional information or clarification, within 60 days of receipt of a complete application:

(1) The application shall be approved in writing by the executive director, unless the approval requires the grant of a rule waiver under Puc 201.05;

(2) The application shall be denied in writing; or

(3) The application shall be deemed to have been approved.

(h) The commission shall deny an application for aggregator registration if it determines that the applicant or any of the applicant's principals or affiliates has:

(1) Been found in other state(s), after notice and opportunity to be heard, to have committed violations, such that the commission determines that it is not in the public good to allow registration;

(2) Within the 10 years immediately prior to registration, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation, such that the commission determines that it is not in the public good to allow registration; or

(3) Knowingly made a material false statement of fact in the application.

(i) The application fee shall be forfeited for applications which are rejected.

(j) In the event that the commission denies an application for registration, the applicant may, within 30 days, file a request for reconsideration or a hearing before the commission.

(k) A new application fee pursuant to (e)(2) above shall apply to submission of an application which has previously been rejected.

(l) Aggregator registrations approved by the commission shall be valid for two years from the effective date of approval.

(m) Each aggregator shall notify the commission of any changes to the information required to be submitted pursuant to this section and Puc 2006.02, with the exception of the information specified in Puc 2006.02(i); such notification to be provided in advance, when practicable, but no later than 10 business days following the effective date of the change, in all cases.

Puc 2003.06 Renewal of Registration by Aggregators.

(a) Each registered aggregator shall renew its registration after the initial 2 year period, by completing and submitting an application for renewal registration containing the information specified in Puc 2006.02, no less than 60 days and no more than 120 days prior to the expiration of the aggregator's currently effective registration.

(b) The initial and each renewed aggregator registration shall expire 2 years from the date of approval, unless the registration is renewed and approved prior to the end of such 2 year period.

(c) An aggregator renewing its registration, and not assessed for the fiscal year preceding such renewal, shall include with its application for aggregator registration a renewal fee of \$125.00 payable to the commission and submitted to the executive director.

(d) An aggregator renewing its registration, and assessed for the fiscal year preceding such renewal, shall not be required to pay a renewal fee.

(e) Unless an application for aggregator registration renewal is incomplete, does not meet the application requirements, or is subject to outstanding requests for additional information or clarification, within 60 days of receipt of a complete application:

(1) The application shall be approved in writing by the executive director, unless the approval requires the grant of a rule waiver under Puc 201.05;

(2) The application shall be denied in writing; or

(3) The application shall be deemed to have been approved.

(f) The commission shall deny an aggregator application for renewal if it determines that the applicant or any of the applicant's principals or affiliates has:

(1) Been found in other state(s), after notice and opportunity to be heard, to have committed violations, such that the commission determines that it is not in the public good to allow registration;

(2) Since its registration, had any civil, criminal or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation, such that the commission determines that it is not in the public good to allow registration;

(3) Knowingly made a false statement of material fact in the renewal application; or

(4) Had its registration suspended or revoked pursuant to Puc 2005 based on the occurrence of a sanctionable event and has not:

a. Demonstrated its ability to avoid a similar sanctionable event; and

b. Paid all applicable fines and complied fully with any Commission order issued as a result of the sanctionable event.

(g) In the event that the commission denies an application for registration, the applicant may, within 30 days, file a request for reconsideration or a hearing before the commission.

(h) A renewed aggregator registration, approved by the commission, shall be valid for 2 years from the effective date of approval.

(i) Each aggregator shall notify the commission of any changes to the information required to be submitted pursuant to this section and Puc 2006.02, with the exception of the information specified in Puc 2006.02(i); such notification to be provided in advance, when practicable, but no later than 10 business days following the effective date of the change, in all cases.

Puc 2003.07 Assessment.

(a) Each CEPS that is registered as of July 1 of any year shall be billed for a \$10,000 assessment, unless an exemption claim containing the information specified in Puc 2006.04 is submitted by the CEPS to the commission on or before July 10 of the same year.

(b) Each aggregator that is registered as of July 1 of any year shall be assessed \$2,000, unless an exemption claim containing the information specified in Puc 2006.04 is submitted by the aggregator to the commission on or before July 10 of the same year.

(c) Annually, a CEPS or an aggregator earning less than \$10,000 in gross revenue in New Hampshire during the most recent fiscal year, from July 1 through June 30, shall complete and submit an exemption claim containing the information specified in Puc 2006.04 or the CEPS or aggregator shall be assessed the amount specified in (a) or (b) above.

Puc 2003.08 Withdrawal of Registration.

(a) A CEPS which no longer sells electricity to customers in New Hampshire shall request withdrawal of its registration in order to be released from its financial security obligation and subsequent assessment by filing a letter with the executive director confirming the CEPS has:

- (1) Served no customers for the past 120 days; and
- (2) Complied with the applicable provisions of Puc 2004.13 through 2004.16.

(b) An aggregator which no longer serves customers in New Hampshire shall request withdrawal of its registration to avoid subsequent assessment by:

- (1) Filing a letter with the executive director; and
- (2) Attaching a copy of its notice, sent to customers no less than 30 days prior to the request for withdrawal, informing customers that the aggregator will no longer provide service by a specified date.

(c) The commission shall approve withdrawal of registration of a CEPS or aggregator if there are no pending customer complaints against the CEPS or aggregator requesting withdrawal.

(d) If there are pending customer complaints against the CEPS or aggregator requesting withdrawal of registration, the commission shall approve the withdrawal after the complaints are resolved.

PART Puc 2004 CONSUMER PROTECTION REQUIREMENTS

Puc 2004.01 Applicability. The provisions in this section apply to the sale of electricity to all customers except where stated otherwise.

Puc 2004.02 Disclosure of Terms of Service by Competitive Electric Power Suppliers.

(a) Each CEPS shall send each of its customers a written statement regarding terms of service within 3 business days of entering into an agreement to sell electricity.

(b) No agreement between a CEPS and a customer for the sale of electricity shall be effective until:

- (1) The customer has provided authorization as described in Puc 2004.08;
- (2) The CEPS has made the disclosure required by this section; and
- (3) The rescission period required by (d)(14) below has concluded.

(c) A CEPS shall not rely on an aggregator to satisfy any of its obligations required by this chapter unless:

- (1) The CEPS has a written agreement with an aggregator granted agency authority specifying such aggregator accepts the obligations of the CEPS pursuant to this chapter;
- (2) The CEPS agrees to provide a copy of the written agreement pursuant to (1) above at the Commission's request; and
- (3) The CEPS accepts all financial responsibility for any remedies or damages as a result of the aggregator's failure to satisfy the CEPS' obligations pursuant to this chapter.

(d) Each CEPS shall include the following in its terms of service:

- (1) The name, business address, telephone number, and e-mail address of the CEPS;
- (2) An itemized list of all supplier added charges;
- (3) Price disclosure information required by Puc 2004.03 (b) or (f), whichever is applicable;
- (4) A statement that the CEPS's price does not include, and the customer will be billed separately by the distribution company for, charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes;
- (5) For residential customers, a list of social service agencies and programs available to low income customers for bill payment assistance;

- (6) The due date of bill payments and the consequences of late payments, including the amount of any late payment fee or the interest or finance charge assessed for late payments;
- (7) A statement that the residential and small commercial customer has a right to change CEPS at any time and with no advance notice requirement subject to any termination fees described in the terms of service;
- (8) Any other fees, penalties, or charges payable to the CEPS, including any termination fees, for which the customer would be responsible;
- (9) An explanation of how the customer will be billed for electricity sales and the name, address, and telephone number of the CEPS's billing agent, if any;
- (10) A description of the CEPS's dispute resolution process available to the customer and the commission's complaint process under Puc 2005.07 and Puc 204;
- (11) The toll free telephone number of the commission's consumer services and external affairs division and a statement that customers may contact the commission if they have questions about their rights and responsibilities;
- (12) Deposit requirements, if any, and the rate of interest paid on deposits;
- (13) A statement that the CEPS shall not release confidential customer information, except as otherwise permitted under Puc 2004.19, without written authorization from the customer, and a description of confidential customer information and any other information considered confidential by the CEPS;
- (14) An opportunity for each residential or small commercial customer to rescind authorization:
 - a. Within 5 business days from the date the customer electronically receives the terms of service; or
 - b. Within 6 business days from the postmarked date of the terms of service agreement being mailed to the customer by first class mail;
- (15) A statement that, by accepting the terms of service, the customer affirmatively consents to the utility sharing billing and payment information with the CEPS, including the customer's participation in budget billing or extended payment arrangements;
- (16) An explanation of the options the customer will have at the end of any term of the contract, including the deadlines for choosing each option; and
- (17) An explanation of how the customer terminates service with the supplier by either:
 - a. Notifying the CEPS of termination;
 - b. Contracting with a new CEPS for electricity supply;
 - c. Contracting with an aggregator granted agency authority; or

d. Contacting the utility to select utility default service.

(e) A CEPS shall request that each residential and small commercial customer specify the customer's preferred form of communication for receipt of information required under this chapter by choosing either:

- (1) Electronic-mail; or
- (2) Written correspondence delivered by U.S. mail.

(f) In addition to the full terms and conditions of service required by (a) above, a CEPS shall ensure that a summary of the terms of service shall be provided to each residential and small commercial customer using the Disclosure Summary Template Form dated 08/2016 and delivered using the customer's preferred form of communication.

(g) The terms of service required by this section shall be:

- (1) Written in plain language;
- (2) Legibly typed or printed;
- (3) Delivered to the customer in the customer's preferred form of communication; and
- (4) For residential and small commercial customers is printed in a font size no smaller than 12 point.

(h) Arbitration or other process for complaint resolution between a CEPS and a residential or small commercial customer shall be conducted in New Hampshire pursuant to New Hampshire law and applicable federal law.

(i) A CEPS shall not submit a customer enrollment request to a utility until any applicable customer right of rescission has lapsed.

Puc 2004.03 Price Disclosure.

(a) Each registered CEPS shall input into a shopping comparison website, maintained by the commission, information regarding the CEPS's standard pricing policies, charges, and key terms for residential and small commercial customers, as follows:

- (1) Following its initial registration, the CEPS shall be provided a secure link to the shopping comparison website through which it shall input the required information prior to selling or offering by any means to sell electricity to any customer; and
- (2) The required information shall be updated whenever it changes, but no less frequently than once per month, as required under RSA 374-F:4-b, II.

(b) A CEPS shall include the following on both its website and in its terms of service for a variable price offer to residential and small commercial customers:

- (1) A clear statement that the variable price being offered is based on market prices as shown or indicated by the ISO-NE locational marginal price for New Hampshire or some other

identified price index, if applicable;

(2) If the variable price being offered is not based on market prices or some other price index as described in (1) above, a clear statement that the variable price being offered is not based on market prices as shown or indicated by the ISO-NE locational marginal price for New Hampshire or some other identified price index, if applicable;

(3) A description of the variable pricing structure including each applicable component used in determining the variable price and the frequency of variation;

(4) The monthly average price a customer would have paid the CEPS over the preceding 12 months using either the actual variable prices charged by the CEPS to customers during such period or the currently offered:

a. Variable pricing structure; and

b. The applicable price index for the past 24 months if any;

(5) A graphical display by month of the variable prices required in (3) above;

(6) The maximum and minimum monthly price, stated separately, that a similarly situated retail customer in New Hampshire would have paid over the preceding 12 month period;

(7) Any applicable price cap;

(8) Any applicable price floor; and

(9) The website address where the current publicly available price per kWh required in (c) below is identified.

(c) A CEPS charging a variable price or variable prices shall maintain a publicly available web site where residential and small commercial customers may readily obtain the applicable variable price per kWh no less than 5 calendar days in advance of the effective date of the price.

(d) Residential and small commercial customers shall be notified 30 days prior to the effective date of any increase in a variable price projected to increase by 10 percent or more or one cent per kilowatt-hour, whichever is less, using the customer's preferred form of communication.

(e) The notice required pursuant to (d) above shall confirm that the actual variable price per kWh shall be available on the CEPS website no less than 5 days in advance of the effective date of the price increase.

(f) Residential and small commercial customers shall be notified no less than 45 days and no more than 60 days prior to the effective date of any change in the terms or structure of a variable price using the customer's preferred form of communication.

(g) A CEPS shall include the following on both its website and in its terms of service for a fixed price contract offer to residential and small commercial customers:

(1) The fixed price per kWh the customer will be charged;

(2) The average monthly price for service a residential customer will be charged when the fixed price includes charges in addition to the fixed price per kWh in (1) above, assuming a monthly usage of:

- a. 500 kWh;
- b. 1000 kWh; and
- c. 1500 kWh;

(3) The average monthly price for service a small commercial customer will be charged when the fixed price includes charges in addition to the fixed price per kWh in (1) above, assuming a monthly usage of:

- a. 2000 kWh;
- b. 4000 kWh; and
- c. 6000 kWh;

(4) The term of the fixed price contract stated in:

- a. Months; or
- b. The effective ending meter read month;

(5) A description of the customer's options at the end of the term and of how the customer may exercise those options; and

(6) Any fees payable to the CEPS for early termination by the customer.

(h) When a fixed price contract offer includes charges based on demand, the terms of service shall include the average price per kW of demand, or other billing determinants for demand charges, if other than a fixed rate per kW.

(i) If the energy charge for the proposed service is based on determinants other than a fixed rate per kWh, such as time-of-use or real time rates, all applicable billing determinants, broken down by time-of-use, and a historic average price per kWh for a typical load profile, described by at least hour of day and day of week, starting at a usage of 250 kWh per month and increasing in 250 kWh increments to 1000 kWh and in 500 kWh increments thereafter to 2000kWh for residential customers and 6000 kWh for small commercial customers shall be included in the price disclosure to the customer. This breakdown shall cover an identified 12 month period ending within one year and one month of the date of the disclosure.

(j) No variable price contract with a CEPS shall bind a residential or small commercial customer for a period longer than a one-month billing cycle.

(k) CEPS shall permit residential and small commercial customers to terminate a contract for service at any time, and without requiring the customer to provide advance notice to the CEPS, by contacting the CEPS through the following means of communication:

- (1) Telephone;
- (2) Electronic-mail;
- (3) Written correspondence sent by U.S. mail; or
- (4) Electronic on-line communication options provided by the CEPS.

(l) A CEPS shall retain records of the written notices provided to customers regarding the nature of its variable rate contract pricing terms for a period of not less than 2 years and shall make such records available to the commission upon request by the commission.

Puc 2004.04 Disclosure Prior to End of Contract

(a) No less than 45 days and no more than 60 days prior to the end of a fixed price contract with a residential or small commercial customer, the CEPS shall provide the customer notice of the date the fixed price contract ends and notice of the renewal options.

(b) A CEPS shall not automatically renew or extend a fixed price contract with a residential or small commercial customer beyond the end date specified in (a) above without disclosing to the customer using the customer's preferred form of communication:

- (1) The fixed price the customer will be charged after the contract end-date provided to the customer pursuant to (a) above if the customer takes no action;
- (2) The term of any new fixed price contract if the customer takes no action;
- (3) The date by which the customer must notify the CEPS to avoid a new fixed price contract; and
- (4) Instructions that the customer must do one of the following to receive service from a different supplier:
 - a. Contract with a new CEPS for electricity supply before the contract end date provided in accordance with (a) above;
 - b. Contact the CEPS to request a return to utility default service before the contract end date provided in accordance with (a) above; or
 - c. Contact the utility to select utility default service before the contract end date provided in accordance with (a) above.

(c) At the end of a fixed price contract, a CEPS shall not transition a customer to a variable price unless it has provided the following no less than 45 days and no more than 60 days prior to the contract end date:

- (1) The information required in 2004.03(b);
- (2) Disclosure of the current variable price;

(3) The date no less than 3 business days prior to the scheduled meter read date by which the customer must contact the CEPS or change to a new CEPS or select utility default service to avoid the variable price; and

(4) Instructions that the customer must do one of the following to receive service from a different supplier:

- a. Contract with a new CEPS for electricity supply before the contract end date provided in accordance with (3) above;
- b. Contact the CEPS to request a return to utility default service before the contract end date provided in accordance with (3) above; or
- c. Contact the utility to select utility default service before the contract end date provided in accordance with (3) above.

Puc 2004.05 Environmental Disclosure

(a) No less frequently than once each year, a CEPS shall provide each of its customers with an environmental disclosure label identifying the sources of its electric energy service and the environmental characteristics of such sources using the customer's preferred form of communication.

(b) The environmental disclosure label shall:

- (1) Identify the environmental characteristics of the sources' energy mix for the service including at a minimum air emissions information for sulfur dioxide (SO₂), nitrogen oxides (NO_x), and carbon dioxide (CO₂);
- (2) Compare the source and emission data of the source energy mix to the average energy mix of the power available from ISO-NE, as specified in the system mix report available from the New England Power Pool Generation Information System (GIS);
- (3) Present the energy sources used to generate the electricity, including, at a minimum, biomass, coal, hydro, imported power, landfill gas, municipal trash, natural gas, nuclear, oil, other renewable, solar, and wind, and their respective contributions, by percentage, to the total source energy mix for the service;
- (4) Contain explanatory language at the top of the label which states "Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive electric supplier or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website."; and
- (5) Define the term power sources as "The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and purchasing power that is added to the power grid in an amount

equivalent to your electricity use. “Known Resources” include resources that are owned by, or under contract to, the supplier. “System Power” represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state’s renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation.”

(c) A CEPS shall provide all new customers with an environmental disclosure label at the start of service.

(d) A CEPS shall post in an easily accessible location on its public website a copy of the current environmental disclosure for each electric service it sells in the state.

(e) The environmental disclosure label shall be updated no less frequently than annually.

(f) A CEPS shall deliver the environmental disclosure label to each customer using the customer’s preferred form of communication.

(g) The environmental disclosure label required by this section shall be provided in an electronic format to the Commission whenever it is updated and no less frequently than annually.

Puc 2004.06 Billing.

(a) Any CEPS bill not issued by the utility shall include the following information:

- (1) The starting and ending date of the billing period;
- (2) The starting meter reading and the ending meter reading for the billing period;
- (3) Any fixed monthly charges;
- (4) The price per kWh for electricity usage and all other applicable billing determinants;
- (5) An indication as to whether the bill is based on actual or estimated usage;
- (6) The total kWh and all other applicable billing determinants, such as demand charges used during the billing period, which shall include for customers on a time of use or similar pricing schedule the total kWh and all other applicable billing determinants used broken down by time of use;
- (7) The average price expressed per kWh billed by the CEPS to the customer during the billing period;
- (8) Any applicable penalty date and the amount of the applicable penalty, including but not limited to penalties for late payments;
- (9) Any other factors necessary to compute the charges;
- (10) An itemized breakdown of the charges, including any late fee or penalty, and the name of the company or entity assessing the charge;

(11) The toll free telephone number and e-mail address, if available, of the CEPS customer service department or customer service contact person;

(12) A statement that the customer has the right to file a complaint with the commission after the customer has attempted to resolve the dispute with the CEPS; and

(13) The toll free telephone number of the commission's consumer services and external affairs division.

(b) Upon request of a customer, a CEPS shall provide the customer with a clear and concise statement of the customer's actual consumption for each billing period during the prior year or the months in the prior year during which the CEPS sold electricity to the customer.

(c) A CEPS not using utility consolidated billing shall issue each monthly bill for residential and small commercial customers no later than 5 calendar days from the date usage is received from the utility.

Puc 2004.07 Disclosure by Aggregators.

(a) Prior to entering into an agreement to provide aggregation service to a customer, an aggregator shall:

- (1) Provide an explanation of fixed price supply and variable price supply service options;
- (2) Determine if the customer is interested in a fixed price or a variable price product; and
- (3) Provide the customer with its terms and conditions of service.

(b) An aggregator shall request that each residential and small commercial customer specify the customer's preferred form of communication for receipt of information required under this chapter as either:

- (1) Electronic-mail; or
- (2) Written correspondence delivered by U.S. mail.

(c) No agreement between an aggregator and a customer for aggregation services shall be valid until the aggregator has made the disclosure required by this section.

(d) Each aggregator shall include the following in its terms of service:

- (1) The name, business address, telephone number, and e-mail address of the aggregator;
- (2) The names of any CEPS that is affiliated with the aggregator;
- (3) The names of any CEPS that is not legally affiliated with, but shares common management or ownership with the aggregator;
- (4) A statement whether the agreement with the aggregator authorizes the aggregator to enter into a supply contract with a CEPS on the customer's behalf and if authorization is with or without further communication with the customer;

- (5) An explanation that, if the customer authorizes the aggregator to enter into a supply contract on the customer's behalf and the customer subsequently chooses to enter into a supply contract directly with a CEPS, then the customer must notify the aggregator that it has entered into the contract and the aggregator receiving such notice shall not enter into a supply contract on behalf of the customer until the customer's supply contract with the CEPS has ended;
 - (6) An explanation that, if the customer authorizes the aggregator to enter into a supply contract on the customer's behalf and the aggregator subsequently enters into a supply contract directly with a CEPS on the customer's behalf, the customer will receive a copy of such supply contract prior to the effective date of enrollment, and that the customer must take action to rescind the contract within the specified time if the customer does not agree to have the customer's electric service be supplied by the CEPS and billed at the CEPS's rates;
 - (7) The criteria the aggregator will use when selecting a CEPS for the customer;
 - (8) The duration of the aggregator's contract with the customer, including a statement that the customer has a right to change aggregators, subject to the terms of the contract;
 - (9) An explanation that a customer may not employ the services of more than one aggregator granted agency authority at any given time;
 - (10) Disclosure of any early termination fees, if applicable;
 - (11) Any fees payable to the aggregator for which the customer will be responsible;
 - (12) Whether the aggregator receives fees or compensation from a CEPS, through energy supply service rates or otherwise, for accounts it places with the CEPS;
 - (13) The toll free telephone number of the commission's consumer services and external affairs division and a statement that customers may contact the commission if they have questions about their rights and responsibilities; and
 - (14) A statement that the aggregator shall not release confidential customer information, except as otherwise permitted under Puc 2004.19, without written authorization from the customer, along with a description of confidential customer information and any other information considered confidential by the aggregator or CEPS.
- (e) The disclosure statement required by this section shall be written in plain language and shall be legibly typed or printed in a font size no smaller than 12 point.
- (f) When an aggregator with agency authority enters into a supply contract with a CEPS on behalf of a residential or small commercial customer, the aggregator shall provide:
- (1) The terms and conditions of service for the supply contract with the CEPS;
 - (2) Notice that the supply contract with the CEPS is valid unless the customer rescinds the contract with the CEPS for supply service by a specified date;
 - (3) Notice that the customer can rescind the supply contract by contacting either:

- a. The CEPS; or
- b. The aggregator; and

(4) Notice of the customer's right to rescind the supply contract required by Puc 2004.02 (d)(14).

Puc 2004.08 Customer Authorization Required for CEPS.

(a) A CEPS shall not submit on behalf of a customer a change in the customer's selection of a supplier, without first obtaining verification from the customer in accordance with the requirements of (c) below.

(b) Each CEPS shall maintain records of verification of customer authorization for a minimum period of 2 years after obtaining the verification.

(c) Customer authorization for the transfer of electric service to a CEPS shall be obtained:

- (1) In writing;
- (2) Through e-mail;
- (3) Through electronic on-line enrollment;
- (4) Verbally, by telephone, using third-party verification whether the CEPS initiates the call with the customer or the customer initiates the call with the CEPS; or
- (5) Through any action specified in (1)-(4) above taken on the customer's behalf by an aggregator granted agency authority, except that third-party verification shall not be required in the event of an action specified in (4) above taken by an aggregator granted agency authority on behalf of its customer.

(d) Customer authorization obtained in writing, through e-mail, or through electronic on-line enrollment shall:

- (1) Not be combined with other materials sent to the customer;
- (2) Be a separate, plainly identifiable document, e-mail, or webpage;
- (3) Be written in plain language, and be legibly typed or printed and displayed in a font size no smaller than 12 point;
- (4) Contain the customer's billing name and address;
- (5) Contain the service address and account number or meter number that is being changed to a new supplier;
- (6) Contain a statement that the customer is changing from the customer's current supplier to the new supplier, where the new supplier is identified by name;
- (7) Contain a statement that the new supplier is not affiliated with the customer's utility; and

(8) Be signed by the customer by:

- a. Signature when providing authorization in writing;
- b. A check-box completed by the customer when providing authorization electronically;
or
- c. An e-mail reply from the customer when providing authorization by e-mail.

(e) The signature required in (d)(8) above shall be immediately preceded by the following express confirmations when authorizing the transfer of electric service to a CEPS:

- (1) The customer is voluntarily signing or checking the box;
- (2) The customer understands that the CEPS will, and authorizes the CEPS to, contact the utility and change the customer's provider of electricity to the CEPS;
- (3) The customer understands that the contract is for a fixed price, a variable price, or a combination thereof, whichever applies;
- (4) The customer knows the current variable price per kWh, understands the variable price is subject to change and agrees to pay a variable price;
- (5) The customer understands and agrees that the contract does, or does not, have a specified term and, if there is a term, the length of the term and any applicable termination fee;
- (6) The options available to residential and small commercial customers at the end of the contract term, if any, have been explained to the customer;
- (7) The customer has received the terms of service from the CEPS, has read them, and agrees to the terms of service; and
- (8) The residential or small commercial customer understands that the customer has the following period of time during which to rescind authorization of the service contract before it becomes binding:
 - a. Five business days from the date of signature when providing authorization in person and in writing;
 - b. Five business days from the date of authorization by checking the box when providing authorization electronically; or
 - c. Six business days from the post-marked date of a service agreement mailed to the customer by first class mail after verbal authorization.

(f) Verbal customer authorization obtained by telephone shall:

- (1) Include a statement, made by the customer, providing the customer's name;
- (2) Clearly state that the supplier is not affiliated with the customer's electric utility;

- (3) Confirm that the customer understands the supplier is not affiliated with the utility;
 - (4) Confirm that the caller is authorized to change the customer's electricity supplier at the service address;
 - (5) Confirm that the customer intends to change the customer's electricity supplier at the service address;
 - (6) Identify the customer's billing name and address;
 - (7) Identify the service address and account number or meter number that is being changed to a new supplier;
 - (8) Contain a statement, in which the CEPS is identified by name, that the customer understands that the CEPS will, and authorizes the CEPS to, contact the utility and change the customer's electricity supplier to that CEPS;
 - (9) Verify that the residential or small commercial customer understands the customer has 6 business days from the postmarked date of the mailed service contract to rescind the customer's authorization to change the customer's provider of electricity before the authorization and the service contract become binding; and
 - (10) Be confirmed by an unaffiliated third-party verification company that:
 - a. Is not owned, affiliated, managed, controlled, or directed by the CEPS, any aggregator, or any marketing representative involved in the transaction;
 - b. Has no financial incentive to successfully complete CEPS change orders for the CEPS or any aggregator or marketing representative involved in the transaction;
 - c. Obtains the customer's consent, as required by RSA 570-A, to the recording of the customer's authorization for a change in service; and
 - d. Operates in a location physically separate from the CEPS and any aggregator or marketing representative involved in the transaction.
- (g) The CEPS shall disclose to the commission the name, address, telephone number, and e-mail address of the person or entity acting as a third party verifier for purposes of (f)(10) above.
- (h) No enrollment shall be deemed to have been consented to or deemed a valid request for service authorizing the CEPS to enroll the customer unless authorization has been obtained from the customer as required under this section.
- (i) Upon receipt of authorization from the customer, and after the applicable rescission period has expired, the CEPS shall notify the utility electronically of the customer's request to switch suppliers.
- (j) A CEPS shall provide the commission with proof of valid customer authorization when requested by the commission.

(k) A CEPS which fails to obtain customer authorization in accordance with this section and initiates a customer change in service shall:

- (1) Be liable for all charges billed to the customer as a result of the change in service;
- (2) Be liable for all charges for electricity it billed to the customer; and
- (3) Be subject to sanctions and other enforcement provisions of Puc 2005.

Puc 2004.09 Customer Authorization Required for Aggregators Granted Agency Authority.

(a) An aggregator shall not enter into an electricity supply contract on behalf of a customer, without first obtaining authorization from the customer consisting of the customer's grant of agency that meets the requirements of this section.

(b) Each aggregator granted agency authority shall maintain records of verification of customer authorization for a minimum period of 2 years after obtaining the verification.

(c) Customer authorization for grant of agency authority to an aggregator shall be obtained:

- (1) In writing;
- (2) Through e-mail;
- (3) Through electronic on-line confirmation; or
- (4) Verbally, by recorded telephone conversation.

(d) Customer authorization shall contain:

- (1) The customer's billing name and address;
- (2) The service address and account number or meter number that may be changed to a new supplier;
- (3) A statement in which the aggregator granted agency authority is identified by name; and
- (4) A statement that the customer is authorizing the aggregator to exercise agency authority to enter into an electricity supply contract on behalf of the customer.

(e) Customer authorization obtained in writing, through e-mail, or through electronic on-line confirmation shall:

- (1) Not be combined with other materials sent to the customer;
- (2) Be a separate, plainly identifiable document, e-mail, or webpage;
- (3) Be written in plain language, and be legibly typed or printed and displayed in a font size no smaller than 12 point; and
- (4) Be signed by the customer by:

- a. Signature when providing authorization in writing;
- b. A check-box completed by the customer when providing authorization electronically;
or
- c. An e-mail reply from the customer when providing authorization by e-mail.

(f) The signature required in (e)(4) or the recorded verbal authorization required in (c)(4) above shall be immediately preceded by the following express confirmations when authorizing an aggregator to enter into a supply contract on behalf of a customer:

- (1) The customer is voluntarily authorizing the aggregator to enter a supply contract on behalf of the customer;
- (2) The customer understands that the aggregator will, and grants the aggregator agency to, enter into a supply contract on behalf of the customer;
- (3) The customer has received the terms and conditions of its agreement with the aggregator, to enter a supply contract on behalf of the customer; and
- (4) The customer understands that if the aggregator has entered into a supply contract with a CEPS on behalf of the customer, the customer will receive terms and conditions of service from the CEPS and the customer will have 5 business days to rescind the supply contract with the CEPS, when terms and conditions of service are received electronically, and 6 business days to rescind the supply contract with the CEPS, when the terms and conditions of service are sent via US Mail.

(g) Verbal customer authorization recorded by telephone pursuant to (c)(4) above shall include a statement from the customer authorizing the aggregator to select a supplier for the customer, and a statement that the customer understands the supplier selected will, and authorizes the supplier selected to, contact the utility and change the customer's provider of electricity service.

(h) An aggregator granted agency authority by a customer in accordance with this section shall provide the commission with proof of valid customer authorization when requested by the commission.

(i) An aggregator that fails to obtain customer authorization granting agency authority to the aggregator in accordance with this section, and enters into a supply contract on behalf of a customer which results in a change in service to the customer shall:

- (1) Be liable for all charges billed to the customer as a result of the unauthorized change in service;
- (2) Be liable for all charges for electricity billed to the customer by the supplier selected by the aggregator; and
- (3) Be subject to sanctions and other enforcement provisions of Puc 2005.

(a) When a CEPS enrolls a new customer, the enrollment shall be effective for the customer's scheduled meter read date that follows EDI notification to the utility by the CEPS, provided that EDI notification occurs no less than 2 business days before the customer's scheduled meter read date. Otherwise, the enrollment shall be effective for the customer's next meter read date.

(b) Within 5 business days of expiration of the applicable rescission period without rescission by a residential or small commercial customer, the CEPS shall send a welcome letter to the customer by the customer's preferred form of communication containing:

- (1) The name of the CEPS;
- (2) The price per kWh the customer will be charged, if a fixed price contract, or the current price and basis for price variation if a variable price contract;
- (3) The term of the fixed price contract, if applicable;
- (4) The e-mail address or website for the supplier's customer service department; and
- (5) A telephone number for the supplier's customer service department.

Puc 2004.11 Solicitation of Customers.

(a) A CEPS or aggregator, or its representative, may solicit by telephone customers who are not listed on the National Do Not Call Registry subject to applicable rules of the Federal Communications Commission.

(b) Any written or verbal solicitation to provide electricity shall advise potential residential and small commercial customers of the right to rescind authorization described in 2004.02(d)(14) above.

(c) A CEPS or aggregator, or its representative, shall not while soliciting by telephone:

- (1) Initiate any telephone call to:
 - a. An emergency telephone line, including any 911 line or any emergency line of a hospital, medical physician or service office, health care facility, poison control center, or fire protection or law enforcement agency;
 - b. The telephone line of any guest room or patient room of a hospital, health care facility, home for the elderly, or similar type facility; or
 - c. A telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call;
- (2) Use any device to send an unsolicited advertisement to a telephone facsimile machine;
- (3) Use a pre-recorded automated message to send unsolicited advertisements to potential customers;
- (4) Initiate any telephone solicitation to a customer or potential customer before 8:00 a.m. or after 9:00 p.m. eastern time;

(5) Initiate any telephone solicitation to a customer or potential customer on a weekend or any state or federal holiday; or

(6) Initiate any telephone solicitation to a customer or potential customer unless the CEPS or aggregator has instituted procedures, as provided in (d) below, for maintaining a list of persons who do not wish to receive telephone solicitations made by or on behalf of the CEPS or aggregator.

(d) A CEPS or aggregator which intends to solicit by telephone residential and small commercial customers directly or through the use of a third party service shall:

(1) Provide the called party with the name of the CEPS or aggregator for which the call is being made and a telephone number or address at which the CEPS or aggregator can be reached; and

(2) Establish a written policy for maintaining a do-not-call list, including:

a. Maintaining a listing in conformance with the National Do Not Call Registry timelines, of New Hampshire customers and potential customers who have registered with the National Do Not Call Registry prior to conducting any telephone solicitation;

b. Providing notification to customers and potential customers that such a list is maintained;

c. Providing information about how to be placed on the National Do Not Call Registry or a supplier-specific do-not-call list;

d. Instituting training for personnel engaged in any aspect of telephone solicitation in the existence and use of the National Do Not Call Registry and any supplier-specific do-not-call list;

e. Ensuring telephone solicitations are not made to any customer or potential customer who has registered with the National Do Not Call Registry or requested do-not-call treatment consistent with the timelines required by the National Do Not Call Registry and the Federal Communications Commission regulations ; and

f. Providing daily updates to the do-not-call list so that customers or potential customers who have requested not to be called are not called.

(e) Unless requested by the potential customer no less than 24 hours in advance, no CEPS or aggregator, or its representative, shall solicit a potential residential customer in person at the customer's residence.

(f) A CEPS or aggregator, or its representative, may contact a potential residential customer in person at a location other than the customer's residence, for the purpose of selling any product or service offered by the CEPS or aggregator.

(g) A CEPS or aggregator or its representative soliciting a potential residential customer in person in accordance with (e) or (f) above, or soliciting any potential non-residential customer in person, shall

comply with all state and local laws, rules, and ordinances applicable to such solicitation, and shall, as soon as possible and prior to describing any products or services offered for sale:

- (1) Produce identification, to be visible at all times thereafter, which prominently displays in reasonable size type the full name of the CEPS or aggregator and the representative, as well as the CEPS's or aggregator's telephone number for inquiries, verification, and complaints, and shall leave such identification with the potential customer upon request;
- (2) Describe the relationship of the representative with the CEPS or aggregator;
- (3) Clearly state that the representative is not working for and is independent of the potential customer's electric utility;
- (4) State that if the potential customer purchases electricity from the CEPS, or through the aggregator, the potential customer's utility will continue to deliver the potential customer's electricity and will respond to any outages or emergencies; this requirement may be fulfilled by an oral statement to the potential customer, or by written materials left with the potential customer; and
- (5) Where it is apparent that the potential customer's English language skills are insufficient to allow the potential customer to understand and respond to the information conveyed, or where the potential customer or another third party informs the CEPS or aggregator, or its representative, of this circumstance, the CEPS, aggregator, or representative shall either find a replacement or translator who is fluent in the potential customer's language to continue the marketing activity, or shall terminate the in-person contact with the potential customer.

Puc 2004.12 Off-Cycle Meter Reading.

- (a) In the event of non-payment by a customer in the largest commercial and industrial classification as defined in the utility tariff, a CEPS shall be permitted to request an off-cycle meter reading by the utility for that customer.
- (b) A CEPS shall provide no less than 3 business days' prior notice to the utility when requesting an off-cycle meter reading pursuant to (a) above.
- (c) An off-cycle meter reading requested pursuant to (a) above may be subject to a reasonable charge by the utility for such reading, not to exceed the charge for performing an off-cycle meter reading as defined in the utility's tariff.
- (d) A utility may deny a request for an off-cycle meter reading if timely notice as described in (b) above is not provided.
- (e) To the extent a utility cannot accommodate an off-cycle meter reading requested in accordance with (a) above within 3 business days of the request, the utility and CEPS shall negotiate a reasonable extension of time for the completion of the off-cycle meter reading requested by the CEPS.

Puc 2004.13 Transfer of Customer Accounts Between Suppliers.

- (a) When a CEPS proposes to transfer or sell the right to serve existing customer accounts, the CEPS shall provide clear and conspicuous written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale which includes:

- (1) Notice that the CEPS shall discontinue providing services to the customer;
 - (2) Notice of the date by which the CEPS will discontinue providing services to the customer;
 - (3) Notice that unless the customer selects an alternate supplier, the customer will be assigned to the proposed transferee or buyer;
 - (4) Notice that the change of CEPS shall be without charge to the customer;
 - (5) A clear statement:
 - a. Of any difference in the rates, terms, or conditions of service of the CEPS and the rates, terms, or conditions of service of the proposed transferee or buyer; or
 - b. That the rates, terms, and conditions of service of the CEPS and the proposed transferee or buyer are the same;
 - (6) The name, address, telephone number, and e-mail address of the proposed transferee or buyer to which the customer account will be transferred or sold if the customer does not select an alternate supplier within the prescribed time period;
 - (7) Notice of the date by which the customer must make a selection of any alternate supplier, which may include selection of utility default service, in order for such selection to be effective on the customer's next meter read date; and
 - (8) Notice that the customer will not be charged an early termination fee in the event an alternate supplier is selected prior to the date specified in (7) above.
- (b) When a CEPS transfers or sells the right to serve existing customer accounts, it shall permit any existing customer to cancel the customer's service without a termination fee before the transfer or sale occurs.
- (c) The CEPS shall provide a copy of the notice described in (a) above to the commission at the same time notice is sent to affected customers.
- (d) Within 30 days of the effective date of the transfer or sale, the CEPS shall refund to its customers any applicable amounts owed.
- (e) Notices required pursuant to (a) above, shall be:
- (1) Permitted to be sent with the customer's billing statement when the supplier bills separately from the utility billing statement;
 - (2) Sent by the current supplier using the customer's preferred form of communication, and shall not be sent by the proposed transferee or buyer; and
 - (3) Sent separately from promotional materials relating to services provided by the proposed transferee or buyer.

(a) For purposes of this section, “change in ownership” of a CEPS means:

- (1) Majority ownership or effective control of the CEPS is to be transferred, sold, acquired, or changed;
- (2) The CEPS will continue to exist and to serve its customers under the same or a different name;
- (3) There will be no change to the CEPS’s customers’ rates, terms or conditions of service; and
- (4) There will be no interruption in or diminution in the quality of service provided by the CEPS.

(b) A CEPS shall notify its customers of a change in ownership no less than 14 days prior to the effective date of the change in ownership.

(c) The notice required by (b) above shall be in writing using the customer’s preferred form of communication and:

- (1) May be sent with the customer’s billing statement when the supplier bills separately from the utility billing statement; and
- (2) Shall be sent separately from any promotional materials.

Puc 2004.15 CEPS Voluntary Discontinuance of Service.

(a) Any CEPS that intends to cease selling electricity to all customers or any class of customers within the state, and does not intend to transfer or sell its customer base pursuant to Puc 2004.13 above, and is not subject to suspension or other event as described in Puc 2004.16 below, shall prior to discontinuing such service:

- (1) Provide no less than 60 days written notice to any affected utility and to the commission, which notice shall include the following:
 - a. The date the CEPS intends to cease selling electricity to all customers or any class of customers within the state; and
 - b. A detailed plan for transfer of any customers it will no longer serve to utility default service; and
- (2) Provide to each affected customer no less than 45 days and no more than 60 days prior to the start of the customer’s next billing cycle:
 - a. Written notice of the date on which the CEPS intends to cease service to the customer; and
 - b. The date by which the customer must select an alternate CEPS or be transitioned to utility default service on the next meter read date.

(b) When a CEPS discontinues service pursuant to (a) above, the CEPS shall:

- (1) Ensure that customers who choose an alternate CEPS are not inadvertently switched to utility default service; and
- (2) Refund any outstanding deposits or prepayments within 30 days of the final bill containing charges for service provided by the CEPS to the affected customers.

(c) Upon notification pursuant to (a)(1) above that a CEPS will discontinue service to all customers within the state, the commission shall:

- (1) Suspend the CEPS's registration for 120 days from the date the CEPS:
 - a. Notifies the Commission it has no customers within the state; or
 - b. Ceases to provide service to all customers within the state; and
- (2) After the 120 days specified in (1) above:
 - a. Terminate the CEPS's registration, if there are no unresolved consumer complaints; or
 - b. Extend suspension of the CEPS's registration for an additional 90 days while the remaining consumer complaints are resolved.

(d) A CEPS that has discontinued service to all customers within the state shall maintain adequate financial security as required by Puc 2003.03 during the period its registration is suspended pursuant to (c) above.

Puc 2004.16 Transfer of Customers Resulting from Unexpected Cessation of CEPS Service.

(a) In the event of suspension from regional market participation by ISO-NE or another event causing the CEPS to be unable to provide service to its customers within the state, the CEPS shall:

- (1) Provide immediate notice to the commission describing the market suspension or other event and the effective time of the inability to provide service;
- (2) Provide immediate notice to all customers describing the market suspension or other event and the effective time of the inability to provide service;
- (3) Provide a copy of the notice sent to customers required in (2) above to the commission at the time it is delivered to customers;
- (4) Reimburse the utility at its filed and approved tariffed rate for transferring the CEPS's customers to utility default service;
- (5) Refund any outstanding deposits or prepayments to customers within 30 days of suspension by ISO-NE or the event which caused the CEPS to be unable to provide electricity to its customers within the state; and
- (6) Pay reparations for customer losses if so ordered by the commission following a proceeding conducted in accordance with Puc 2005.

(b) Upon notification pursuant to (a)(1) above, the commission shall suspend the CEPS's registration for 60 days from the date of:

- (1) The ISO-NE market suspension; or
- (2) The event which caused the CEPS to be unable to provide electricity to its customers within the state.

(c) The commission shall restore the registration if within 60 days of suspension pursuant to (b) above the CEPS demonstrates:

- (1) Proof of financial capitalization;
- (2) ISO-NE financial requirements are satisfied;
- (3) Reinstatement by ISO-NE as a market participant;
- (4) Financial security is obtained pursuant to Puc 2003.03;
- (5) All pending consumer complaints are resolved; and
- (6) Financial obligations resulting from (a) above have been met.

(d) The commission shall terminate the CEPS's registration after 60 days of suspension if the requirements in (c)1-6 above are not satisfied.

(e) In the event there are unresolved consumer complaints after 60 days of suspension, the commission shall extend suspension of the registration for an additional 90 days while the remaining consumer complaints are resolved.

(f) The CEPS shall maintain adequate financial security as required by Puc 2003.03 during the period its registration is suspended pursuant to (b) above, and as extended pursuant to (e) above.

Puc 2004.17 Commission Action When Necessary to Maintain Continuous Service.

(a) In the event a CEPS does not make adequate provisions for transfers of affected customers to utility default service or to another CEPS pursuant to Puc 2004.15 or Puc 2004.16, or pursuant to Puc 2005.03 or Puc 2005.04, the commission shall:

- (1) Direct the affected utility or utilities to immediately begin transferring the CEPS's affected customers to utility default service; and
- (2) Direct the issuer or guarantor providing the CEPS' financial security to pay to the commission an amount of that financial security determined to be necessary to ensure continuous service to customers through utility default service or another CEPS, pursuant to Puc 2005.06.

(b) If the commission determines that a CEPS has not complied with the provisions for discontinuance of service or for a successor electricity supplier pursuant to Puc 2004.15 or Puc 2004.16,

then, in addition to any action the commission may take pursuant to Puc 2005, the commission shall order notice be given by the CEPS to affected customers clarifying the customers' rights and obligations.

Puc 2004.18 Termination of Service to Customer by CEPS.

(a) When a residential or small commercial customer has failed to meet any of the material terms and conditions of its agreement for service with a CEPS, prior to terminating its agreement to sell electricity to the customer, the CEPS shall:

- (1) Provide written notice of the termination to the customer, stating the reason(s) for the termination, no less than 10 business days prior to the effective date of termination; and
- (2) Discontinue the sale of electricity by the CEPS on the customer's next meter read date that falls no less than 10 business days after issuance of notice to the customer.

(b) Prior to sending the notice required in (a) (1) above, a CEPS using consolidated billing shall be permitted to make one contact with each residential or small commercial customer, intended to seek payment of an unpaid or late balance, during which contact the CEPS shall inform the customer that the CEPS is not affiliated with nor calling on behalf of the customer's utility.

(c) When a customer that is not a residential or small commercial customer has failed to meet any of the material terms of the customer's agreement for service, a CEPS shall provide no less than 5 business days' written notice prior to terminating electric service to such customer.

(d) A CEPS shall provide no less than 3 business days' electronic notice to the utility through an EDI transaction prior to terminating electric service to any customer pursuant to (a) or (c) above, unless the 3 day notice is waived by the utility.

(e) The notice required to be given to a customer pursuant to this section shall include a statement that termination of service will not result in disconnection from the electric distribution system and that the customer may obtain service from another CEPS or through utility default service, subject to the conditions applicable to utility default service.

(f) Unless an off-cycle meter read has been requested in accordance with Puc 2004.12(a), all service terminations shall be effective with the customer's next meter reading occurring no earlier than 2 business days following the submission of an accepted EDI transaction from the CEPS dropping the customer.

Puc 2004.19 Release of Confidential Customer Information.

(a) No CEPS or aggregator shall, except as permitted under (c) below or as otherwise required by law, release confidential customer information without express written authorization from the customer.

(b) A CEPS or aggregator shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the service provided to the customer, without the express written consent of the customer.

(c) A CEPS or aggregator may disclose to a third party subject to non-disclosure restrictions confidential customer information as necessary for any one or more of the following purposes:

- (1) Billing for electric service;
- (2) Meeting electric system, electric grid, or other operational needs;
- (3) Implementing any one or more of the following programs:
 - a. Demand response;
 - b. Customer assistance;
 - c. Energy management; and
 - d. Energy efficiency.

(d) For purposes of this section, the term “non-disclosure restrictions” means that the CEPS or aggregator has required by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the contract without the express consent of the customer.

(e) A customer granting authorization to release confidential customer information for purposes described in the terms and conditions of service shall satisfy the requirement in (a) above.

(f) A CEPS or aggregator granted agency authority shall be deemed authorized to obtain customer usage information when it has received customer authorization as described in Puc 2004.08 or 2004.09.

(g) In the event of a dispute about the release of confidential customer information, including whether the information is or should be confidential, a CEPS, aggregator, or customer may file a complaint with the commission for resolution.

Puc 2004.20 Other Consumer Protections.

(a) No CEPS or aggregator shall include provisions in residential or small commercial customer contracts that would waive the requirements of Puc 2004.

(b) Each CEPS that enrolls a customer shall sell electricity to that customer for a period that lasts at least through one billing cycle of the utility serving that customer.

(c) No CEPS shall install pre-payment meters or any device at the customer’s location that causes electricity to be automatically disconnected for failure to pay in advance.

(d) No CEPS or aggregator shall discriminate in the application process, the provision of service, or the termination of a contract, on the basis of any of the following:

- (1) Residential and small commercial customer income;
- (2) Home ownership;

- (3) Geographic area;
- (4) Race;
- (5) Color;
- (6) Religion or creed;
- (7) Gender;
- (8) Marital status;
- (9) Age;
- (10) National origin;
- (11) Disability;
- (12) Sexual orientation; or
- (13) Gender identity.

(e) Except as to income, no CEPS or aggregator shall discriminate in the provision of credit on the basis of any of the characteristics in (d) above.

(f) Any person may submit a complaint with the commission that a CEPS or aggregator has engaged in slamming.

(g) Upon the submission of a complaint pursuant to (f) above:

- (1) The commission shall, within 10 business days of receipt of the complaint, investigate the facts and circumstances related to the complaint; and
- (2) If, after an investigation, the commission determines that the CEPS or aggregator does not possess evidence of the customer's or customers' affirmative selection or authorization, the commission shall require the unauthorized CEPS or aggregator to refund to the customer or customers any charges already paid and any expenses incurred in connection with the unauthorized transfer of service in accordance with Puc 2004.08(k) or 2004.09(i) for up to 24 months.

(h) Aggregators discontinuing service to all customers or any class of customers shall provide no less than 30 days prior written notice of such discontinuance using the customer's preferred form of communication.

(i) The provisions regarding terms of service and disclosure prior to enrollment as set forth in Puc 2004.02, Puc 2004.03(b), (g), (h), and (i), and Puc 2004.07, shall not apply to any contract for service entered into prior to [the effective date of these rules] during the original term of such contract, provided that such contract complied with the Puc 2000 rules applicable as of its initial effective date.

PART Puc 2005 ENFORCEMENT PROVISIONS AND PROCEDURES

Puc 2005.01 Assessment of Fines Through Notice of Violation.

(a) If the commission or the commission's consumer services and external affairs division, after reviewing evidence and testimony obtained in writing or conferences, determines that a sanctionable event has occurred for which the assessment of fines would serve a punitive or deterrent purpose, the commission or the commission's consumer services and external affairs division shall issue a notice of violation (NOV) to the CEPS or aggregator.

(b) The NOV so issued shall include the following:

- (1) The factual basis and the statutory or regulatory basis for the preliminary determination that a sanctionable event has occurred;
- (2) The fines proposed to be assessed, which shall not exceed \$1,000.00 per day for each sanctionable event;
- (3) Procedures for remitting payment of the assessed fines; and
- (4) The right of the CEPS or aggregator to file a request in writing for a hearing before the commission, under (c)(2) below.

(c) Within 10 business days following the date of issuance of the NOV, the CEPS or aggregator to which the NOV was issued shall:

- (1) Sign a consent agreement and remit the assessed fines to the commission;
- (2) File a request in writing for a hearing before the commission with respect to the sanctionable event described in the NOV; or
- (3) Be deemed to have agreed to the findings described in the NOV and the fines assessed under the NOV, if the CEPS or aggregator failed to respond to the NOV within such 10 business day period.

(d) Upon such a hearing request, the commission shall provide the CEPS or aggregator with notice and an opportunity for a hearing, to be held pursuant to Chapter Puc 200.

(e) At the hearing, the CEPS or aggregator may demonstrate with evidence that the determination in the NOV that a sanctionable event has occurred is incorrect or that the level of fines proposed to be assessed is excessive.

(f) If the commission finds, after the hearing and based on the record in the proceeding and after consideration of the factors described in Puc 2005.05, that the sanctionable event has occurred with respect to the CEPS or aggregator, the commission shall assess against the CEPS or aggregator the proposed fines recommended in the NOV or such greater or lesser fines, not to exceed \$1,000.00 per day for each sanctionable event, as the commission finds to be necessary to serve the punitive or deterrent purposes.

Puc 2005.02 Prospective Suspension of Marketing and Sales Activities.

(a) If the commission finds, after notice and an opportunity to be heard and after consideration of the factors described in Puc 2005.05, that a sanctionable event has occurred with respect to a CEPS or

aggregator and that the interests of customers of the CEPS or aggregator would be protected by such action, the commission shall suspend the right of the CEPS or aggregator to engage in marketing or sales activities on a prospective basis for a specified period of time not to exceed the remaining term of the CEPS's or aggregator's current registration under Puc 2003.

(b) Upon the issuance by the commission of an order under (a) above, the CEPS or aggregator shall not engage, either directly or indirectly, in any marketing or sales activities in the state with respect to the supply of electricity or the procurement of such supply during the specified period of time.

Puc 2005.03 Suspension of Registration of CEPS or Aggregator.

(a) If the commission finds, after notice and an opportunity to be heard and after consideration of the factors described in Puc 2005.05, that a sanctionable event has occurred with respect to a CEPS or aggregator and that the interests of customers of the CEPS or aggregator would not be harmed by such action, the commission shall suspend the registration of the CEPS or aggregator for a specified period of time not to exceed the remaining term of the CEPS's or aggregator's current registration under Puc 2003.

(b) Upon the issuance by the commission of an order under (a) above, the registration of the CEPS or aggregator shall be suspended and the CEPS or aggregator shall not provide service, either directly or indirectly, to any customers in the state with respect to the supply of electricity or the procurement of such supply during the specified period of suspension.

(c) The CEPS or aggregator subject to a suspension order issued under (a) above shall make arrangements for all of its customer accounts to be transferred and provide prior written notice to customers of such transfers in compliance with the provisions of such order and the requirements of this chapter. The CEPS or aggregator shall provide the commission with written confirmation and supporting evidence that it has complied with the foregoing requirements.

Puc 2005.04 Revocation of Registration of CEPS or Aggregator.

(a) If the commission finds, after notice and an opportunity to be heard and after consideration of the factors described in Puc 2005.05, that a sanctionable event has occurred with respect to a CEPS or aggregator and that the interests of customers of the CEPS or aggregator would not be harmed by such action, the commission shall revoke the registration of the CEPS or aggregator.

(b) Upon the issuance by the commission of an order under (a) above, the registration of the CEPS or aggregator shall be revoked and the CEPS or aggregator shall not provide service, either directly or indirectly, to any customers in the state with respect to the supply of electricity or the procurement of such supply from and after the effective date of revocation.

(c) The CEPS or aggregator subject to a revocation order issued under (a) above shall make arrangements for all of its customer accounts to be transferred and provide prior written notice to customers of such transfers in compliance with the provisions of such order and the requirements of this chapter. The CEPS or aggregator shall provide the commission with written confirmation and supporting evidence that it has complied with the foregoing requirements.

Puc 2005.05 Factors to be Considered Regarding Sanctions. The amount of any fines to be assessed under Puc 2005.01, the period and scope of any suspension under Puc 2005.02 or Puc 2005.03, as applicable, or the decision to revoke the registration of a CEPS or aggregator under Puc 2005.04, shall be determined based on consideration of the following factors:

- (a) The severity of the sanctionable event;
- (b) Whether the sanctionable event was unintentional or immaterial;
- (c) Whether the CEPS or aggregator acted in good faith to comply with all applicable statutory and regulatory requirements;
- (d) Mitigating circumstances, if any, with respect to the sanctionable event;
- (e) Other relevant information pertaining to the business practices of the CEPS or aggregator and its principals; and
- (f) For the purposes of this section, “mitigating circumstances” means facts, actions or conditions which might excuse or justify a particular course of action.

Puc 2005.06 Commission Claims Against CEPS’s Financial Security. Upon the occurrence of a sanctionable event by or with respect to a CEPS that requires or involves the payment of money and if payment has not been made by the CEPS within 14 days of a commission order requiring such payment, the commission shall make a claim under or pursue an action against the financial security provided by the CEPS under Puc 2003.01(b)(2) and Puc 2003.03, for the following amounts and in the following order of payment priority:

- (a) Customer complaint reparations or restitution amounts, ordered by the commission to be paid following notice and hearing, and remaining unpaid by the CEPS for 30 days or more after the date due;
- (b) Fines assessed by the commission under Puc 2005.01, and remaining unpaid by the CEPS for 60 days or more after the date due;
- (c) Alternative compliance payment amounts payable to the commission under RSA 362-F and the Puc 2500 rules, but remaining unpaid by the CEPS for 60 days or more after the date due; and
- (d) Commission annual assessment amounts remaining unpaid by the CEPS on June 1 of any calendar year, in the absence of a pending objection under RSA 363-A:4 or an exemption under RSA 363-A:5.

Puc 2005.07 Investigation by Commission By Reason of Consumer Complaint.

- (a) Upon the filing of a complaint with the commission's consumer services and external affairs division, either verbally or in writing, against a CEPS or aggregator alleging that the CEPS or aggregator is not in compliance with the provisions of this chapter, the commission's consumer services and external affairs division shall be authorized to begin an investigation.
- (b) The CEPS or aggregator shall provide any relevant information to the consumer services and external affairs division which would assist the consumer services and external affairs division in its efforts to investigate and resolve the dispute that is the subject of such complaint.
- (c) The CEPS, the aggregator, or the customer may request a hearing before the commission if dissatisfied with the consumer services and external affairs division's resolution of the dispute that is the subject of such complaint.

(d) The consumer services and external affairs division shall request a hearing before the commission when it determines that the dispute that is the subject of such complaint remains unresolved and requires resolution by the commission.

PART Puc 2006 INFORMATION SUBMISSION REQUIREMENTS

Puc 2006.01 Information Required for Initial and Renewal Registration of CEPS. The registration application required by Puc 2003.01(b)(1) and Puc 2003.02(a)(1) shall include the following information:

(a) The legal name of the applicant as well as the trade name, if any, under which it intends to operate in this state;

(b) The applicant's business address, telephone number, e-mail address, and website address;

(c) The applicant's state or jurisdiction of organization, if anything other than an individual;

(d) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

(e) The following information regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

(1) The name, business address and telephone number of the entity;

(2) A description of the business purpose of the entity; and

(3) A description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of such agreements with the commission;

(f) The telephone number of the applicant's customer service department or the name, title, telephone number, and e-mail address of the customer service representative of the applicant, including toll free telephone numbers, if available;

(g) The name, title, business address, telephone number, and e-mail address of each individual responsible for responding to commission inquiries regarding:

(1) Customer complaints;

(2) Regulatory compliance matters; and

(3) Commission assessment payments;

(h) Evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

(i) Evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state;

(j) Evidence of the applicant's ISO-NE market participant membership;

(k) Electronic data interchange (EDI) certification from each distribution utility in whose franchise area the applicant intends to operate;

(l) A list of the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within such utility franchise area;

(m) A statement whether or not the applicant intends to serve the following types of customers:

- (1) Residential customers;
- (2) Small commercial customers;
- (3) Other commercial customers; and
- (4) Industrial customers;

(n) A list of the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity;

(o) A list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent two calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity;

(p) A statement as to whether the applicant or any of the applicant's principals:

- (1) Has ever been convicted of any felony that has not been annulled by a court;
- (2) Has, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation;
- (3) Has, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;
- (4) Is currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
- (5) Has been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction;

(q) If an affirmative answer is given to any item in (p) above, a detailed explanation of the occurrence and the related circumstances;

(r) For those applicants intending to telemarket, a statement that the applicant shall:

- (1) Maintain a list of customers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- (2) Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
- (3) Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

(s) For those applicants not intending to telemarket, a statement to that effect;

(t) A sample of the bill form(s) the applicant intends to use if the applicant does not intend to use the utility's billing service or a statement that the applicant intends to use the utility's billing service;

(u) A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract;

(v) The date upon which the applicant expects to commence marketing its services to customers in New Hampshire;

(w) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and an attestation that its contents are truthful, accurate, and complete; and

(x) The signature of the applicant or its authorized representative.

Puc 2006.02 Information Required for Initial and Renewal Registration of Aggregators. The registration application required by Puc 2003.05(e)(1) and Puc 2003.06(a) shall include the following information:

(a) The legal name of the applicant as well as the trade name, if any, under which it intends to operate in this state;

(b) The applicant's business address, telephone number, e-mail address, and website address, if applicable;

(c) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual or of the applicant's principal(s), if the applicant is anything other than an individual;

(d) The telephone number of the customer service department or the name, title, telephone number, and e-mail address of the customer service representative of the applicant, including toll free telephone numbers if available;

(e) The name, title, business address, telephone number, and e-mail address of each individual responsible for responding to commission inquiries regarding:

- (1) Customer complaints;
- (2) Regulatory compliance matters; and
- (3) Commission assessment payments;

(f) Evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

(g) Evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state;

(h) A statement as to whether the applicant or any of the applicant's principals:

- (1) Has ever been convicted of any felony that has not been annulled by a court;

- (2) Has, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation;
 - (3) Has, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;
 - (4) Is currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
 - (5) Has been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction;
- (i) A list of the other states or jurisdictions in which the applicant currently conducts business relating to the aggregation of electric customers;
 - (j) A statement that the applicant is not representing any supplier interest or a list of any supplier interest(s) the applicant intends to represent;
 - (k) The date upon which the applicant expects to commence marketing its services to customers in New Hampshire;
 - (l) A statement certifying that the applicant has the authority to file the application on behalf of the aggregator and an attestation that its contents are truthful, accurate, and complete; and
 - (m) The signature of the applicant or its authorized representative.
- Puc 2006.03 Information Required in CEPS Quarterly Sales Report. The confidential CEPS quarterly sales report required by Puc 2003.04(a) shall include the following information:
- (a) The legal name of the CEPS and the trade name, if any, under which it is registered to conduct business in New Hampshire;
 - (b) The quarter and year for which sales are being reported;
 - (c) A description of the sales activity which occurred during the period for which the report is being filed;
 - (d) The CEPS's sales of electricity in each utility's franchise area, reported by both kWh quantity and dollar amount, and segregated by:
 - (1) Residential customers;
 - (2) Small commercial customers;
 - (3) Other commercial customers;
 - (4) Industrial customers; and
 - (5) Street lighting class customers;
 - (e) The total kWh sold;

(f) The total dollar amount of sales;

(g) The number of customers, by utility rate class, to whom sales were made;

(h) A list of the aggregators currently using the CEPS to provide service to New Hampshire customers; and

(i) The number of customers served by each listed aggregator.

Puc 2006.04 Information Required for Assessment Exemption Claim. The commission assessment exemption claim required by Puc 2003.07 shall include the following information:

(a) The legal name of the CEPS or aggregator and the trade name, if any, under which it is registered to conduct business in New Hampshire;

(b) The docket number under which the CEPS's or aggregator's most recent registration was approved by the commission;

(c) The gross revenue earned in New Hampshire by the CEPS or aggregator during the most recent fiscal year, which is the period from July 1 through June 30;

(d) A statement identifying the fiscal year for which the exemption is claimed;

(e) The name, telephone number, and e-mail address of the authorized individual preparing the exemption claim;

(f) The date on which the exemption claim was completed, which shall not be prior to July 1 of the applicable year; and

(g) The signature of the exemption claim preparer and an attestation that the information provided in the exemption claim is truthful, accurate, and complete.

APPENDIX

Rule(s)	State Statute (RSA)
Puc 2000 (other specific statutory provisions implemented by specific rules are listed below)	RSA 374-F:7
Puc 2003	RSA 374-F:7, I and V
Puc 2004.01-02	RSA 374-F:7, I and V
Puc 2004.03	RSA 374-F:4-b and 7, I and V
Puc 2004.04-18	RSA 374-F:7, I and V
Puc 2004.19	RSA 363:37-38; RSA 374-F:7, I and V
Puc 2004.20	RSA 374-F:7, I and V
Puc 2005	RSA 374-F:7, III and V; RSA 541-A:30, II
Puc 2006	RSA 374-F:7, I and V