

Noonan, Amanda

From: Rohnstock, Bob
Sent: Wednesday, May 06, 2015 11:53 AM
To: 'PSNHPUCLiaison@eversource.com'
Cc: Noonan, Amanda; Ross, F. Anne
Subject: FW: Rep, Robert Fisher v. Eversource

Hi Danielle,

Below please find the latest from Rep. Robert Fisher. If you would forward along to Matt and Janice I would appreciate it.

Please note the account so as to prevent any disconnection while this matter is under discussion.

Thanks,

Bob

From: Robbie Fisher [mailto:fredrickville@gmail.com]
Sent: Wednesday, May 06, 2015 11:18 AM
To: Rohnstock, Bob
Subject: Re: Rep, Robert Fisher v. Eversource

Hi Bob,

I am writing to you to officially file a complaint with the PUC regarding utility Eversource's interpretation of a few portions of the rules in PUC Administrative rule 1203.3.

As we have discussed during this ongoing issue, Eversource has made the demand that I pay a Deposit for the continued service of my electric account. Upon hearing this and reviewing my options afforded to me by the PUC Administrative rules, I determined that my brother, an Eversource customer in good standing, would be sufficient to write a personal guarantee for the amount of the deposit in lieu of the deposit. However, despite being in accordance with the PUC Administrative rules, the guarantee was rejected by Eversource in favor of receiving a cash payment instead. While they maintain that the full list of options outlined in PUC Administrative Rule 1203.3 (i) are still available to me in lieu of a cash deposit, this has been demonstrated false by Eversource's actions and insistence to levy a disconnection of service, and I do not have faith that these options, which should be lawfully afforded to customers, is being enforced.

Firstly, I would like to point towards this wording:

PUC Administrative Rule 1203.03 (i) states "in lieu of a deposit, a utility shall:

- (1) Accept the irrevocable written guarantee of a responsible party such as ...a customer in good standing of the utility.

The term “shall” gives to the utility no level of discretion in the matter of acceptance of a written guarantee in lieu of a deposit- and can only be translated as “must.” In lieu of a deposit, a utility (Eversource) *must* accept a written guarantee of a responsible party of which the minimum acceptable requirements have been outlined further in this rule (1). The word “shall” then indicates that if one is to meet these acceptable minimum requirements, the utility *must* accept this in lieu of a deposit. The wording does not give discretion to the utility on whether or not they may accept this.

The requirements listed by the PUC for who may make such a guarantee include “a customer in good standing of the utility” as well as a variety of other organizations. The wording here is also important. The list is preceded by the phrase “such as” which means that the list itself is not exhaustive nor exclusive. The utility would be required to accept a written guarantee in lieu of a deposit from *any* party considered responsible, not limited to the few examples given by the PUC.

Nevertheless, in the case of the offer made by my brother (Sam Fisher), who is a customer of Eversource who is current on his bills, Eversource has declined to accept his offer despite meeting the very qualifications outlined by the PUC. He is current on his Eversource bills and is considered in good standing by any common usage of the phrase.

Further, Eversource had stated a requirement, had they been willing to follow the PUC rules and accept a written guarantee from my brother, for the written guarantee to be notarized. Putting aside whether or not this request would be considered reasonable given the circumstances, it is not listed as one of the minimum requirements by the PUC that must be accepted in lieu of a deposit, and therefore it **must not hinder** the acceptance of said guarantee by rule of the PUC as the utility is not given discretion in this matter.

I appreciate your time on this matter, and I hope that we come to a quick and reasonable resolution on this matter.

If there are any questions, please feel free to contact me by email fredrickville@gmail.com or by phone 802-727-0441.

Also, I am requesting that until this matter is resolved and the PUC rules enforced, that the requirement for deposit and any related pending disconnections of service be postponed.

Thank you for your consideration.

Representative Robert Fisher