

Robert Fisher
58 Adams Street
Laconia, NH 03246-3732
802 727 0441 (cell)

June 30th, 2015

Ms. Debra A. Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Tel: 603-271-2431
Fax: 603-271-3878
debra.howland@puc.nh.gov

RE: **Motion to reconsider ruling pending appeal to the New Hampshire Supreme Court**
Complaint of Robert Fisher v. Eversource

Dear Ms. Howland:

I appeal the decision made on June 8, 2015, by the Public Utilities Commission (PUC) Executive Director, regarding the complaint filed by Robert Fisher v. Eversource submitted with the commission on May 6, 2015. The complaint stated that Eversource had not followed PUC Administrative Rule 1203.03 (i), in that it refused to accept the irrevocable written guarantee of Sam Fisher, who is an Eversource customer in good standing.

The PUC formally responded that there is no basis for the complaint because Eversource is now allowed to define the term "good standing" as "a customer with a history of **twelve** timely payments without arrearages." PUC's position is that this interpretation of the term "good standing" is "reasonable."

I request that PUC reconsider its ruling on this matter after reviewing the facts in this case.

While the opinion of the PUC that Eversource may define what is "reasonable" when determining the length of time a person must be a current customer of Eversource, it cannot be defined midstream so that its customers are unable to understand or abide by the rules as currently written. The rules also should not and cannot be changed midstream to suit the needs of Eversource, or to discriminate against an individual who does not fit the "good standing" test. The PUC has the responsibility to enforce what the rules actually say, not what might sound reasonable.

If the PUC finds that the new interpretation of "good standing" (a customer with a history of twelve timely payments) is more reasonable in practice, it is the responsibility of the PUC to use the established process to change the wording of the rules to explicitly define this term "good standing", or to remove the term altogether. The proposed rule changes, if made through the proper process, would then go into effect on new matters moving forward and should have no bearing on this complaint or others prior to the rule change.

There is no language present in the administrative rules that would suggest, either explicitly or implicitly, that the term “good standing” should mean anything other than the common understanding of the term. The PUC in the response to the complaint has agreed that the “common understanding” shall be the standard by which this rule would be interpreted.

The PUC made an error of accepting a very uncommon definition of “good standing” which requires a customer to have “twelve timely payments without arrearages, to be considered as a guarantor for the irrevocable guarantee.

There are many examples of the term “good standing” currently in common use.

The first example worth noting is the usage of “good standing” in relation to credit card companies. Good standing is a very common term: keeping your credit card account in good standing means that you’re making at least the minimum payment by your billing due date.¹ Additionally, it’s understood that if one is to lapse on payments of their credit account, they could remedy their status as *not-in-good-standing* by paying any associated fees and bringing their account payments to current, re-establishing themselves as *in good standing* regardless of their account history.

I would consider this example to be the most commonly understood interpretation of the term, since a very large portion of our population have had and/or currently use credit cards.

Another example of “good standing” is the manner in which courts define their relationship with attorneys. An example from the Ohio Supreme Court system defines “good standing” as an attorney who meets the minimum requirements to practice law in Ohio, has registered and paid any licensing fees or dues, and is either compliant with the court rules or has had non-compliance purged from their record.²

The most important points to take away from this understanding of “good standing” is that an attorney is by default *in good standing* provided he or she meets the minimum requirements and has not done anything to remove the good standing status.

Both of these examples have two things in common:

¹ In general, keeping your credit card account in good standing means that you’re making at least the minimum payment by your billing due date. Some issuers also consider an account to be out of good standing if you’ve exceeded your credit limit, but usually making on-time minimums is all you’ll need to do. Source: <https://www.nerdwallet.com/blog/tips/credit-card-account-in-good-standing-meaning/>
Chase credit defines good standing: The minimum amount you must pay by the next payment due date to remain in good standing with your account. Source: https://www.chase.com/psmhhelp/index.jsp?pg_name=shared/help/page/card_AccountDetails
Capital One Credit defines good standing: Accounts must be in good standing (not in default, closed, suspended or otherwise not in good standing) <https://www.capitalone.com/media/doc/small-business-bank/lp/spark-cashback-terms-and-conditions.pdf>

² An attorney is considered to be in good standing with the Supreme Court when all the following apply:

1. the attorney is admitted to the practice of law in Ohio;
2. the attorney is registered under Gov. Bar R. VI for the current biennium and all prior bienniums for which registration was required;
3. the attorney is not subject to a Supreme Court order that prohibits the attorney from practicing law (e.g., an order of suspension, disbarment, or resignation from practice);
4. if the attorney has been disciplined, the attorney has paid all costs ordered by the Court (e.g., board costs, publication costs) and has otherwise complied with all requirements as ordered by the Court;
5. if the attorney has been the subject of a CLE enforcement proceeding under Gov. Bar R. X, the attorney has paid any fees imposed by the Court for the attorney’s non-compliance with CLE requirements;
6. the attorney has not been held in contempt by the Supreme Court or, if the attorney has been held in contempt, the attorney has been purged of contempt.

1. The status of “good standing” is a binary position in which a party is found either in good standing, or not in good standing. There is no third super position where a party is not found *not in good standing*, but not quite in good enough standing. This position does not exist in any common usage of the term.
2. The status of “good standing” is the default position, and only the position of *not in good standing* can be earned by future actions (or failures to act).

In the case of an Eversource customer, it does not stand to reason that a customer who has dutifully made timely payments to an account over the course of 1 to 11 months could be considered *not in good standing* as no event has taken place that would disrupt the default state of being *in good standing*. Further it does not stand to reason that they are not in good enough standing, as the commonly accepted definition of good standing is a binary position, and a party that is not found to be not in good standing must therefore be considered *in good standing*.

I will also provide the following examples of many results from the first few pages of a google search on the definition of good standing:

A person or organization in **good standing** is regarded as having complied with all his or its explicit obligations and having unabated powers to conduct his or its activities.

[Wikipedia](#)

Member in good standing is the status assigned to a member of an organization when he or she has remained current on organization dues and payments. Staying current with filing of required periodical reports such as registration, license and tax is also generally a criteria for a member to be in good standing.

[uslegal.com](#)

Status of a firm (or member of an organization) which is current with the payment of statutory dues and filing of required periodical reports.

[businessdictionary.com](#)

The status of a member of a profession who is not suspended or disbarred, and is registered with a proper authority and has paid any registration fees.

[wiktionary.com](#)

In favor or on good terms with someone.

[Oxforddictionaries.com](#)

“Good Standing’ is not defined in the Davis-Stirling Act but is generally understood to mean a member who is current in the payment of their assessments and not in violation of the governing documents. Those members who are delinquent and/or have been found to be in violation of the governing documents (following due process) are deemed “Not in Good Standing.”

[Davis-Stirling.com](#)

The state of an individual or a business being up to date or current on dividend payments, debt servicing, reporting requirements, or other obligations.

investorwords.com

Members of The Florida Bar in good standing shall mean only those persons licensed to practice law in Florida who have paid annual membership fees or dues for the current year and who are not retired, resigned, delinquent, inactive, or suspended members.

floridabar.org

the phrase “good standing” means that the attorney has been duly admitted to practice, is not currently suspended or disbarred, is currently registered with the Office of Court Administration, and is not in arrears in the payment of the \$375 biennial registration fee

nycourts.gov

Entity status in terms of being up-to-date for anything due, like dues, reports, other criteria, as a member of an organization.

thelawdictionary.org

Attorneys who do not have any disciplinary action against them can obtain a Certificate of Good Standing from the Court of Appeals.

courts.state.md.us

If you were applying for a car loan, and the dealership was trying to determine if you were a viable candidate, they may request a letter of good standing from your landlord to verify you are making the rent payments every month.

howtowritealetter.net

To stay in good standing, your account must have:

- No Community Guidelines strikes
- No copyright strikes
- No more than one video blocked worldwide by Content ID

youtube.com

The Delaware Certificate of Good Standing, also known as a **Certificate of Existence**, is a letter provided by the Delaware Secretary of State that declares that a company is in good standing with the state. It specifically lists the incorporation date, good standing status for a corporation or LLC and whether taxes are current for a corporation or LLC.

delawareinc.com

Each of these definitions continues to demonstrate the two common prongs of good standing: It is the default position, and it is a binary position.

In conclusion, while the reasonableness of Eversource's “good standing” definition may be debated, it is very important to make the distinction that PUC rules does not give Eversource the ability to define that term.

It is for these reasons that Sam Fisher, a customer in good standing with Eversource, using the common understanding of the term, meets the qualifications of PUC Administrative Rule 1203.03 (i) and therefore must have his written guarantee accepted.

I will wait to hear the PUC's ruling on rehearing this matter, and I request that pending disconnection actions levied by Eversource be postponed until the matter is completely resolved.

Thank you

A handwritten signature in black ink, appearing to read "Robert Fisher".

Rep. Robert Fisher
802-727-0441

Cc:

Noonan, Amanda - Amanda.Noonan@puc.nh.gov
Leighton, Adele - Adele.Leighton@puc.nh.gov
Rohnstock, Bob - Bob.Rohnstock@puc.nh.gov
Ross, F. Anne - F.Ross@puc.nh.gov
Fossum, Matthew - matthew.fossum@eversource.com
Shulock, David - David.Shulock@puc.nh.gov
Wiesner, David K - David.Wiesner@puc.nh.gov
Martin, Christina - Christina.Martin@oca.nh.gov