

**Readopt with amendments Puc 2000, effective 8-26-10 (Document #9774-A) in Puc 2001-2005, and effective 8-26-10 (Document #9774-B) in Puc 2006, to read 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 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 2002.23.

(c) The provisions of these rules which apply only to residential or small commercial customer accounts shall not apply to incidental residential accounts that are the responsibility of a non-residential person, firm, or entity that is a large commercial customer.

Puc 2001.03 Waiver of Rules. The commission shall consider and determine any request for a waiver from the provisions of these rules pursuant to Puc 201.05.

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; or

(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, and is the customer of record on the utility account.

Puc 2002.11 “Customer representative” means any person, firm, or entity with the demonstrated legal right and authority to act as an agent or representative on behalf of a customer.

Puc 2002.12 “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 2002.13 “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 2002.14 “Electronic data interchange (EDI)” means a standard set of data transactions used by electric distribution companies and CEPS to send and receive data.

Puc 2002.15 “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 2002.16 “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 2002.17 “ISO-NE” means ISO New England, Inc., the entity 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, or its successors.

Puc 2002.18 “Large commercial customer” means any non-residential customer that meets the availability criteria to take service under a non-residential utility tariff and is not a small commercial customer.

Puc 2002.19 “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 2002.20 “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 2002.21 “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 2002.22 “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 2002.23 “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 the subject of consumer complaints in other states in such number and 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 a period of 3 years.

(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). The CEPS shall provide such notice in advance, when practicable, but no later than 10 business days following the effective date of the change, in all cases.

(k) If a CEPS fails to comply with the requirements or obligations of this chapter, the commission shall determine whether to charge against the CEPS's financial security by following the process described in Puc 2005, subject to the priority set forth in Puc 2003.03(b).

(l) Within 10 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 3 years 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 the subject of consumer complaints in New Hampshire or other states in such number and 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 a period of 3 years.
- (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). The CEPS shall provide such notice in advance, when practicable, but no later than 10 business days following the effective date of the change, in all cases.

(i) If a CEPS fails to comply with the requirements or obligations of this chapter, the commission shall determine whether to charge against the CEPS's financial security by following the process described in Puc 2005, 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 12 months with a 6 month extended claims, draws, or demand period;

(6) Have no right of cancellation during the initial effective term of the financial 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.

(e) If the financial security instrument provided by a CEPS to the commission in connection with its original or any renewal registration will not be renewed or extended beyond its expiration date, the CEPS shall:

- (1) Provide written notice to the commission of such non-renewal or non-extension no less than 60 days prior to the expiration date; and
- (2) File with the executive director a replacement financial security instrument meeting the requirements of (a) above no less than 30 days prior to the expiration date.

(f) A CEPS that fails to comply with the requirement to file a replacement financial security instrument under (e)(2) above shall be subject to fines, suspension, or revocation pursuant to Puc 2005.

**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 and signature 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 2 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 and signature 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 or the customer representative 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 that the 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 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 payment of 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 division that processes customer complaints 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;
  - b. Within 6 business days from the postmarked date of the terms of service agreement being mailed to the customer by first class mail;

c. Within 10 business days from the date a residential customer electronically receives the terms of service, if the customer was enrolled through an in-person solicitation at the customer's residence; or

d. Within 11 business days from the postmarked date of the terms of service agreement being mailed to a residential customer by first class mail, if the customer was enrolled through an in-person solicitation at the customer's residence;

(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 or the customer representative 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 for all communications; or
- (2) Written correspondence delivered by U.S. mail for all communications; or
- (3) Text messaging for communications after completion of customer enrollment.

(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 06/2017 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) Printed in a font size no smaller than 12 point for residential and small commercial customers.

(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 fixed and variable 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 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 or some other identified price index;

(3) A general description of the components used in determining the variable price and the frequency of variation;

(4) A statement that the customer will not know what price the customer will pay for electricity used until the bill is issued;

(5) A statement that it may take one or more billing cycles for a price variation to become effective;

(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 25 percent or more per kilowatt-hour 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, covering an identified 12 month historical 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 or impose a fee for termination of the contract by a residential or small commercial customer.

(k) CEPS shall permit residential and small commercial customers to terminate a contract for service at any time, and without requiring the customer or the customer representative to provide advance notice to the CEPS, by contracting with another CEPS, by switching to utility default energy service, or 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 Puc 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 (SO<sub>2</sub>), nitrogen oxides (NO<sub>x</sub>), and carbon dioxide (CO<sub>2</sub>);
- (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 division that processes customer complaints.
- (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;
- (2) Written correspondence delivered by U.S. mail; or
- (3) Text messaging for communications once the customer has engaged the aggregator.

(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 or the customer representative authorizes the aggregator to enter into a supply contract on the customer's behalf and the customer or the customer representative subsequently chooses to enter into a supply contract directly with a CEPS, then the customer or the customer representative must notify the aggregator that the customer 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 or the customer representative 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 or the customer representative 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 division that processes customer complaints 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 or the customer representative rescinds the contract with the CEPS for supply service by a specified date;
- (3) Notice that the customer or the customer representative 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 or the customer representative in accordance with the requirements of (c) below.

(b) Each CEPS shall maintain records of verification of authorization by the customer or the customer representative 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 a secure customer portal or other electronic on-line enrollment;

- (4) Verbally, by telephone, using third-party verification whether the CEPS initiates the call with the customer or the customer representative or the customer or the customer representative 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 from the customer or the customer representative in writing, through e-mail, or through a secure customer portal or other 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 or the customer representative by:
    - a. Signature when providing authorization in writing;
    - b. A check-box completed by the customer or the customer representative when providing authorization electronically; or
    - c. An e-mail reply from the customer or the customer representative when providing authorization by e-mail.
- (e) The signature required in (d)(8) above shall be immediately preceded by the following express confirmations of the customer or the customer representative when authorizing the transfer of the customer's electric service to a CEPS:
- (1) The customer or the customer representative is voluntarily signing or checking the box;
  - (2) The customer or the customer representative 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 or the customer representative understands that the contract is for a fixed price, a variable price, or a combination thereof, whichever applies;

- (4) The customer or the customer representative 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 or the customer representative 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 or the customer representative;
  - (7) The customer has received the terms of service from the CEPS, and the customer or the customer representative has read them, and agrees to the terms of service; and
  - (8) The residential or small commercial customer understands that the customer or the customer representative 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, except that the rescission period is 10 business days for a residential customer enrolled through in-person solicitation at the customer's residence;
    - b. Five business days from the date of authorization by checking the box when providing authorization electronically, except that the rescission period is 10 business days for a residential customer enrolled through in-person solicitation at the customer's residence;  
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, except that the rescission period is 11 business days for a residential customer enrolled through in-person solicitation at the customer's residence.
- shall:
- (f) Verbal authorization of the customer or the customer representative obtained by telephone
    - (1) Include a statement, made by the customer or the customer representative, 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 or the customer representative 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 or the customer representative 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 or the customer representative understands that the CEPS will, and authorizes the CEPS to, contact the utility and change the customer's electricity supplier to that CEPS;
- (9) Contain a statement that the customer or the customer representative understands that, by changing electric service to the CEPS, the customer will no longer receive the electric assistance program (EAP) discount on the supply portion of the customer's electric bill;
- (10) Verify that the residential or small commercial customer or the customer representative understands the customer has 6 business days from the postmarked date of the mailed service contract to rescind the authorization to change the customer's provider of electricity before the authorization and the service contract become binding, except that the rescission period is 11 business days for a residential customer enrolled through in-person solicitation at the customer's residence; and
- (11) 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 consent of the customer or the customer's representative, as required by RSA 570-A, to the recording of the verbal 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 or the customer representative as required under this section.
- (i) Upon receipt of authorization from the customer or the customer representative, 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 authorization by a customer or customer representative when requested by the commission.
- (k) A CEPS which fails to obtain valid authorization from a customer or customer representative 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, subject to Puc 2004.20(g);

(2) Be liable for all charges for electricity it billed to the customer, subject to Puc 2004.20(g); 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 or the customer representative 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 authorization by the customer or the customer representative for a minimum period of 2 years after obtaining the verification.

(c) Authorization for grant of agency authority to an aggregator from the customer or the customer representative shall be obtained:

(1) In writing;

(2) Through e-mail;

(3) Through secure customer portal or other electronic on-line confirmation; or

(4) Verbally, by recorded telephone conversation.

(d) Authorization by the customer or the customer representative 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 or the customer representative is authorizing the aggregator to exercise agency authority to enter into an electricity supply contract on behalf of the customer.

(e) Authorization from the customer or the customer representative 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 or the customer representative by:

- a. Signature when providing authorization in writing;
- b. A check-box completed by the customer or the customer representative when providing authorization electronically; or
- c. An e-mail reply from the customer or the customer representative 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 or the customer representative is voluntarily authorizing the aggregator to enter a supply contract on behalf of the customer;
- (2) The customer or the customer representative 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;
- (4) The customer or the customer representative understands that, if the aggregator enters into a supply contract with a CEPS on behalf of the customer, the customer will no longer receive the electric assistance program (EAP) discount on the supply portion of the customer's electric bill; and
- (5) The customer or the customer representative 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 by U.S. Mail, except that the applicable rescission period extends for an additional 5 business days for a residential customer enrolled through in-person solicitation at the customer's residence.

(g) Verbal authorization recorded by telephone pursuant to (c)(4) above shall include a statement from the customer or the customer representative authorizing the aggregator to select a supplier for the customer, and a statement that the customer or the customer representative 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 or customer representative in accordance with this section shall provide the commission with proof of valid authorization by the customer or the customer representative when requested by the commission.

(i) An aggregator that fails to obtain valid authorization from a customer or customer representative 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, subject to Puc 2004.20(g);

(2) Be liable for all charges for electricity billed to the customer by the supplier selected by the aggregator, subject to Puc 2004.20(g); and

(3) Be subject to sanctions and other enforcement provisions of Puc 2005.

Puc 2004.10 Competitive Electric Power Supplier Enrollment of Customers.

(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 or customer representative, 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 regulations of the Federal Communications Commission and the Federal Trade 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;

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

d. A telephone number assigned to a cellular telephone service, unless the call is directly placed to the number and not initiated using an automatic telephone dialing system.

(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 before 11:00 a.m. or after 8:00 p.m. on Sunday or on 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 applicable regulations of the Federal Communications Commission and the Federal Trade Commission; and

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

(e) A CEPS or aggregator, or its representative, soliciting a potential residential customer in person at the customer's residence shall:

(1) Conduct in-person solicitation of the customer only between the hours of 9:00 a.m. and 7:00 p.m. on Monday through Saturday, between the hours of 12:00 p.m. and 6:00 p.m. on Sunday, or during such more limited hours as are prescribed by local ordinance, regulation, or order;

(2) Provide written notice to the municipal police department prior to commencing in-person solicitation of residential customers in a municipality, which notice shall state the dates and times when the in-person solicitation will occur and identify the individual employees or representatives who will conduct the in-person solicitation;

(3) Require its employee or representative to leave the customer's premises prior to any third-party verification call during which customer enrollment is confirmed;

(4) If customer enrollment with a CEPS will occur through the in-person solicitation, provide to the customer a written notice stating:

a. The customer has agreed to change the provider of its electricity supply service to the CEPS;

b. The electricity supply price per kWh;

c. The time period during which the stated price per kWh is valid;

d. The term of the contract if the electricity supply price is fixed;

e. The electricity supply price is subject to change if it is a variable price contract;

f. Description of the means by which the customer can obtain information regarding future changes in any variable price for electricity supply;

g. The date by which the customer must contact the CEPS to rescind the enrollment; and

h. Information on how the customer may contact the CEPS;

(5) Require the CEPS employee or representative conducting the in-person solicitation to leave with the customer the notice required under (4) above, unless the notice is sent to the customer by electronic mail or U.S. mail within one business day following the third-party verification call confirming the customer's enrollment with the CEPS;

(6) Retain a written record that the notice required under (4) above was provided to the customer by or on behalf of the CEPS in the manner required under (5) above;

(7) If customer enrollment with a CEPS will not occur through the in-person solicitation, require the CEPS employee or representative to leave behind with the customer written

materials that explain retail electricity supply options, describe the CEPS's electricity supply offerings, and instruct how the customer may enroll with the CEPS if desired; and

(8) If customer enrollment with a CEPS will not occur through the in-person solicitation, refrain from further solicitation of the customer through any means until the next day after the CEPS employee or representative leaves the customer's premises.

(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, if the customer is a residential customer or a small commercial customer.

(b) When a CEPS transfers or sells the right to serve existing customer accounts, it shall permit any existing residential customer or small commercial 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.

Puc 2004.14 Change in Ownership.

(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 and of any different name under which it will serve its customers 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 Protection 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 within 45 days 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 9 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 division that processes customer complaints, 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 that 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 15 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 15 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 division that processes customer complaints, 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, that division shall be authorized to begin an investigation.

(b) The CEPS or aggregator shall provide any relevant information to the commission's division that processes customer complaints which would assist that 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 resolution of the dispute that is the subject of such complaint by the commission's division that processes customer complaints.

(d) The commission's division that processes customer complaints 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 and signature:

(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 affiliates and subsidiaries 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) Large 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 2 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) For those applicants intending to enroll residential customers through in-person solicitation at the customer's residence, the applicant shall provide:

(1) A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance;

(2) A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences;

(3) An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences;

(4) A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences; and

(5) A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences;

(u) For those applicants not intending to enroll residential customers through in-person solicitation at the customer's residence, a statement to that effect;

(v) 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;

(w) 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;

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

(y) 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

(z) 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 and signature:

(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) Large 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**

<b>Rule(s)</b>	<b>State Statute (RSA)</b>
Puc 2001	RSA 374-F:7, I and V
Puc 2002	RSA 374-F:7, I and V
Puc 2003	RSA 374-F:7, I and V
Puc 2004.01-2004.02	RSA 374-F:7, I and V
Puc 2004.03	RSA 374-F:4-b and 7, I and V
Puc 2004.04-2004.18	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