



**CLEARVIEW ELECTRIC, INC. d/b/a CLEARVIEW ENERGY**

**Docket DE 17-002 Investigation and Show Cause Hearing on Penalties  
and Suspension or Revocation of CEPS Registration**

Settlement Term Sheet

1. Clearview shall cease all marketing and sales activities in New Hampshire immediately (i.e., as of February 1, 2017).
2. Clearview shall not send any new enrollment requests to the utilities (recognizing that the utilities may have to implement “drops” and “enrollments” to accomplish customer name changes, changes in service location within the utility’s service territory, and similar situations), on or after February 9, 2017.
3. Any pending requests for service made prior to today’s date may be processed over the next eight days. Utilities may block any new EDI enrollments on or after February 9, 2017 (except for customer name changes, changes in service location within the utility’s service territory, and similar situations, as these are considered transfer of enrollment rather than a new enrollment). Clearview shall provide the utilities with the names of the pending requests and/or “rejects” for their respective service territories. Clearview shall notify any customers who were not successfully added prior to February 9, 2017 that they will not be Clearview customers.
4. Clearview may serve existing customers through the balance of their existing contracts and/or until customers choose alternate service.
5. Clearview shall not attempt to renegotiate or modify existing contracts, shall not attempt to “save” existing customers, and shall not attempt to “win back” any former customers.
6. Any early termination fee (ETF) on a fixed rate contract is waived. (There are no ETFs for variable rate contracts.)
7. At the conclusion of fixed contracts, customers may roll over to variable contracts pursuant to the existing terms of the fixed contract.
8. Clearview shall wait at least 24 months before seeking Commission permission to resume marketing and sales activities in New Hampshire. A proposal to resume marketing and sales activities may be made, provided such proposal is filed no sooner than 24 months from today. Such proposal shall be made to Staff, and shall include, without limitation, plans and timing for the proposed resumption of marketing and sales activities and recent complaint history and regulatory proceeding status in other states and jurisdictions. Staff will review the proposal and make a Staff recommendation to the Commission whether to approve or deny Clearview’s proposal, and the Commission shall act on such recommendation by order or by secretarial letter. As part of its review, Staff shall consider, among other things, the number and type of

complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity and any sanctions or other action, including informal investigations, taken by another state regulatory agency, attorney general's office or other governmental consumer protection agency in the past 36 months.

9. Commission Staff shall process Clearview's pending application for renewal of its CEPS license in the normal course, subject to the terms of this Agreement. Subject to compliance with the terms and conditions of the settlement agreement, these proceedings cannot be used against Clearview in connection with its pending application for registration renewal.
10. Posting on the Commission's shopping comparison website shall not be required because Clearview will not be soliciting and enrolling new customers in New Hampshire.
11. Clearview shall, within a reasonable period of time, provide adequate notice on its website directed to new customers, in addition to information for existing customers related to, for example, environmental disclosures.
12. The utilities shall notify Commission Staff if they receive complaints or inquiries regarding Clearview's customer service or other activities in their service territories. Clearview shall report to Commission Staff all complaints and any inquiries related to the subject matter of Staff's investigation in this proceeding.
13. If Clearview intends to withdraw from conducting business in New Hampshire, it shall submit to Commission Staff a detailed plan for notice to customers and transition of customers to utility default service as of a specified date if such customers do not select an alternative supply source prior to such date. The proposed withdrawal and transition plan shall be submitted for Staff review and approval not less than 90 days prior to the intended effective date of Clearview withdrawal.
14. Clearview shall make payments intended to remedy loss of the EAP discounts to any customer who has left Clearview's electricity supply and/or any customer who contacts Clearview to discontinue Clearview service due to the loss of such discount.
15. The proceeding in Docket DE 17-002 shall remain open, but hearing on the merits shall be held in abeyance pending satisfaction in full by Clearview of all terms and conditions of the settlement agreement. Upon full satisfaction of all such settlement terms and conditions, Commission Staff shall notify the Commission and the docket will be closed.