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Energy Solutions**

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February 12, 2016

NH PUC 16FEB'16PM12:56

VIA ELECTRONIC FILING AND FEDEX

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

Re: **Ethical Electric, Inc. Renewal Application for Competitive Electric Power Supplier License**  
**DM 15-071**

Dear Ms. Howland,

Enclosed for filing on behalf Ethical Electric, Inc. ("Ethical") is a renewal application for a Competitive Electric Power Supplier License. Ethical is currently licensed to serve customers in the New Hampshire Electric Cooperative Service territory as originally filed under Docket DM 13-360 and renewed under Docket DM 15-071.

Enclosed in this submission are an original and two copies of the renewal application as well as a check for the \$250 registration fee. Please note that Ethical is working to extend the Letter of Credit currently on file with the NH PUC until at least April 15, 2017, and is also considering providing a surety bond that does not expire any earlier than April 15, 2017. Ethical will follow up with the PUC regarding its financial instrument as soon as possible.

Please contact the undersigned with any questions or concerns regarding this submission.

Respectfully Submitted,

Kira S. Bryers  
Customized Energy Solutions  
P: 267-238-4785  
Email: [kbryers@ces-ltd.com](mailto:kbryers@ces-ltd.com)

On behalf of Ethical Electric, Inc.

**Renewal application of Ethical Electric, Inc. for a Competitive Electric Power Supplier License as required by Puc 2003.01(a) and Puc 2003.02(b)**

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

- Legal Name: Ethical Electric, Inc.
- Trade Names:
- Web Address: [www.ethicalelectric.com](http://www.ethicalelectric.com)

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

- Business Address: 1055 Thomas Jefferson St.,NW, Suite 650  
Washington, D.C. 20007
- Telephone Number: 202-591-2246
- Email Address: [energyops@ethicalelectric.com](mailto:energyops@ethicalelectric.com)
- Web Address: [www.ethicalelectric.com](http://www.ethicalelectric.com)

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

- Maryland Corporation, incorporated 11/2/2011

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

- Please see Attachment A

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

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility;

- Ethical Electric does not have any agent, affiliate or subsidiary partners conducting business in New Hampshire, and does not have a relationship with any entities currently operating in New Hampshire

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

- Customer Service Contact Information:
  - Toll Free Number: 1-888-444-9452
  - Email Contact: [support@ethicalelectric.com](mailto:support@ethicalelectric.com)

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

- Contact for Commission Inquiries:
  - Name, Title: Jess Crommek, Manager of Operations

- Address: 1055 Thomas Jefferson St., NW, Suite 650  
Washington, DC 20007
- Phone Number: 202-591-2246
- Email Address: [energyops@ethicalelectric.com](mailto:energyops@ethicalelectric.com)

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

Name: Vcorp Services, LLC; Farah Moiso  
Address: 1 Old Loudon Road, Concord, NH 03301  
Phone: 845-517-3906  
Email: farah@vcorp-services.com

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

- Please see Attachment B

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

- Ethical Electric intends to provide service throughout New Hampshire, including the entire service territories of Public Service Company of New Hampshire, Unitil Energy Systems, Inc., New Hampshire Electric Cooperative, Inc., and Granite State Electric Company.
- Ethical will meet its operational obligations to serve within these utility zones as demonstrated in Attachment C.

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

- Ethical Electric plans to serve all customer classes in New Hampshire, including residential, commercial and industrial customers.

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

- Please see Attachment D.

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

- Please see Attachment E.

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

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or

- c. For limited liability companies, any of the managers or members;
- None of Ethical Electric's officers, directors or controlling stockholders have ever been convicted of a felony.
- (15) A statement as to whether the applicant or any of the applicant's principals:
- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;
  - b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
  - c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;
- a. None of Ethical's officers, directors or controlling stockholders have ever been and are not currently the subject of civil, criminal, or regulatory sanctions or penalties.  
b. Yes.  
c. Yes.
- (16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;
- Regarding (15)b., In May of 2015, Ethical Electric signed an Assurance of Voluntary Compliance ("AVC") in response to a request of the Pennsylvania Attorney General ("PA AG"). In the AVC, Ethical Electric admitted no wrongdoing, but agreed to make changes to marketing and operational practices and procedures. In settling the matter, Ethical Electric paid no fines, nor paid any restitution to customers. Regarding (15)c., in August of 2015, the Illinois Attorney General ("IL AG") notified Ethical Electric that it was reviewing some of Ethical Electric's marketing practices. Ethical Electric is fully cooperating with the IL AG, and expects to resolve this inquiry in 2016.
- (17) For those applicants intending to telemarket, a statement that the applicant shall:
- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
  - b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
  - c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;
- Please see Attachment F.
- (18) For those applicants that intend not to telemarket, a statement to that effect;
- Ethical Electric may use telemarketers and telemarketing code of conduct and methods of oversight are detailed in Attachment F.
- (19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;
- Please see Attachment G
- (20) A copy of each contract to be used for residential and small commercial customers;
- Please see Attachment H
- (21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and
- (22) The signature of the applicant or its representative.

**AFFIDAVIT #1**  
**"Veracity of Statements"**

State of Pennsylvania :

\_\_\_\_\_ ss.  
(Town)

County of Philadelphia :

Chris Perrault, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/she is the Chief Operating Officer (Office of Affiant) of Ethical Electric, Inc. (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant;

That Ethical Electric, Inc., the Applicant herein, certifies under penalty of false statement that all statements made in the application for licensure are true and complete and that it will also amend its application while the application is pending if any substantial changes occur regarding the information provided in the application within ten days of any such change.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

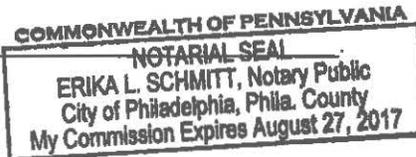
  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 10 day of February, 2010.  
Month Year

  
\_\_\_\_\_  
Signature of official administering oath

Erika Schmitt  
\_\_\_\_\_  
Print Name and Title

My commission expires \_\_\_\_\_



**Attachment A**

**Ethical Electric- List of Officers**

**Thomas C. Matzzie, President and CEO**

1055 Thomas Jefferson St.,NW, Suite 650

Washington, D.C. 20007

Ph: 202-248-9900

Fax: 215-434-7145

Email: [ceo@ethicalelectric.com](mailto:ceo@ethicalelectric.com)

**Jim Wiseman, EVP Finance & Operations**

1055 Thomas Jefferson St.,NW, Suite 650

Washington, D.C. 20007

Ph: 202-248-9900

Fax: 215-434-7145

[cfo@ethicalelectric.com](mailto:cfo@ethicalelectric.com)

**Chris Perrault, Chief Operating Officer**

1055 Thomas Jefferson St., NW, Suite 650

Washington, D.C. 20007

Ph: 202-248-9900

Fax: 215-434-7145

[chris@ethicalelectric.com](mailto:chris@ethicalelectric.com)

**Attachment B**

**Business Registration in New Hampshire**

Proof of registration with the New Hampshire Secretary of State is included in this attachment.



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 1/26/2016 **Filed Documents**  
 (Annual Report History, View Images, etc.)

[For a blank Annual Registration Report, click here.](#)

**Business Name History**

Name	Name Type
Ethical Electric, Inc.	Legal
Ethical Electric, Inc.	Home State
Ethical Electric Benefit Corp.	Prev Legal
Ethical Electric Benefit Co.	Prev Home State

**Corporation - Foreign - Information**

**Business ID:** 696051  
**Status:** Good Standing  
**Entity Creation Date:** 8/13/2013  
**State of Business.:** MD  
**Principal Office Address:** 1055 Thomas Jefferson St. NW, Ste 650  
 Washington DC 20007  
**Principal Mailing Address:** 1055 Thomas Jefferson St. NW, Ste 650v  
 Washington DC 20007  
**Last Annual Report Filed Date:** 3/4/2015  
**Last Annual Report Filed:** 2015

**Registered Agent**

**Agent Name:** [Vcorp Services, LLC](#)  
**Office Address:** 1 Old Loudon Road  
 Concord NH 03301  
**Mailing Address:**

**NEW! [File Annual Report Online.](#)**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

State of New Hampshire  
Department of State

AMENDED CERTIFICATE OF AUTHORITY OF

Ethical Electric Benefit Co.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of Ethical Electric Benefit Co. for an Amended Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to Ethical Electric, Inc. and attaches hereto a copy of the Application for such Amended Certificate.

Business ID#: 696051



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of November, 2013 A.D.

*William M. Gardner*

William M. Gardner  
Secretary of State

# State of New Hampshire

Filed  
Date Filed: 11/22/2013  
Business ID: 696051  
William M. Gardner  
Secretary of State

Filing fee: \$35.00  
Use black print or type.

Form 42  
RSA 293-A:15.04

## APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY FOR PROFIT FOREIGN CORPORATION

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporation hereby applies for an amended certificate of authority to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the corporation is: Ethical Electric Benefit Co.

SECOND: The name the corporation is currently using in the state of New Hampshire is: \_\_\_\_\_

Ethical Electric Benefit Corp.

THIRD: The state or country of incorporation is: Maryland

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: August 13, 2013

FIFTH: This application is filed for the following reason (complete all applicable items):

a. The corporation has changed its corporate name to: Ethical Electric, Inc.

b. The name the corporation will hereafter use in the state of New Hampshire is changed to: \_\_\_\_\_

Ethical Electric, Inc. (Note 1)

c. The corporation has changed its period of duration to: \_\_\_\_\_

d. The corporation has changed the state or country of its incorporation to \_\_\_\_\_

Ethical Electric Benefit Co. (Note 2)

(Corporate Name)



(Signature)

(Note 3)

Tom Matzzie

(Print or type name)

President

(Title)

(Note 3)

Date signed: 11/19/2013

DISCLAIMER: All documents  
public inspection in either t

Mail fee and **DATED AND**  
Concord NH 03301-4989.

State of New Hampshire  
Form 42 - Application for Amended Certificate of Authority 1 Page(s)



T1332925016

will be available for

107 North Main Street,

**Attachment C**

Pursuant to Puc 2003.01(d), included in this attachment is information on Ethical Electric's technical qualifications and ability to obtain supply in the New England energy market.

## **Exhibit C-1 “Technical Capability”**

Ethical Electric has contracted with Customized Energy Solutions, Ltd. to provide support in some of the operational aspects of its business. An explanation of the services Customized Energy Solutions will provide is detailed below.

Customized is a leading provider of services to retail electricity suppliers. Their leadership and team have deep expertise in supporting the energy and utility functions for suppliers.

### **EDI Interactions with Utilities:**

Customized Energy Solutions will support Ethical Electric’s EDI requirements directly with their own EDI solutions for customer enrollment, billing and other needs. Customized has engaged the utilities in the zones Ethical Electric intends to service and has completed testing in the NHEC service area (testing certificate attached).

### **Energy Forecasting, Procurement and Scheduling**

Customized Energy Solutions will procure necessary supplies for retail load in the PJM wholesale market in accordance with PJM’s standards of practice and procedure, and will support Ethical Electric’s needs for energy forecasting, procurement and scheduling. This includes:

- Short and long term forecasting
- Scheduling load based on short term load forecast
- Submitting Ethical Electric load schedules in accordance with utility and ISO procedures
- ISO Settlement Services



**Exhibit C-2 “Evidence of Electric Generation Supply”**

Ethical Electric does not own any of its own generation and has not entered into any long term power purchase contracts. Ethical Electric, through Customized Energy Solutions, plans to procure the electric generation supply required to serve its customers through the day ahead and spot markets, as it does in other jurisdictions where it is serving customers.

**Exhibit C-2a "Registration with ISO"**

Evidence that Ethical Electric is registered and in good standing with NE ISO is included in this exhibit.



SEARCH

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About Us Participate Committees and Groups System Planning Markets and Operations

Participate > Participant and Asset Listings

# Customer Directory

Search the directory for details on and contact information for the entities registered with ISO New England, as well as on the committees and subgroups advising the ISO. For example, you can find:

- Each customer's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the customer is a member of the New England Power Pool)
- Committee and subcommittee or working group names, member lists, and the company association of members
- [Download a CSV file of the Customer Directory](#)

As you type you will be offered suggested results. Use your keyboard arrows or mouse to navigate the results.

## Company Details: Ethical Electric, Inc.

2 Wisconsin Circle, Suite 700  
Chevy Chase, MD 20815

### Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
105735	Supplier	Participant	Market Participant		Y

### Committee Members

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
<a href="#">NEPOOL Markets Committee</a>	<a href="#">Jim, Wiseman</a>	EVP, CFO & Wholesale	Member	Alternate
<a href="#">NEPOOL Markets Committee</a>	<a href="#">Tom, Matzzie</a>	President and CEO	Member	Member

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
<a href="#">NEPOOL Participants Committee</a>	<a href="#">Jim, Wiseman</a>	EVP, CFO & Wholesale	Member	Alternate
<a href="#">NEPOOL Participants Committee</a>	<a href="#">Tom, Matzzie</a>	President and CEO	Member	Member
<a href="#">NEPOOL Reliability Committee</a>	<a href="#">Tom, Matzzie</a>	President and CEO	Member	Member
<a href="#">NEPOOL Reliability Committee</a>	<a href="#">Jim, Wiseman</a>	EVP, CFO & Wholesale	Member	Alternate
<a href="#">Transmission Committee</a>	<a href="#">Tom, Matzzie</a>	President and CEO	Member	Member
<a href="#">Transmission Committee</a>	<a href="#">Jim, Wiseman</a>	EVP, CFO & Wholesale	Member	Alternate

Participant Related Persons

A Participant and its Related Persons (as defined in the [Participants Agreement](#) and [Second Restated NEPOOL Agreement](#)) are together entitled to join any one Sector and to have one vote in that Sector.

Votes for this company are cast by:

Self

This company also votes on behalf of:

None

Updating the Directory

Help keep the directory current — its accuracy is dependent on data in the ISO's Customer and Asset Management System (CAMS). To update data for your organization or committee, see:

- [User guides for CAMS](#)
- [CAMS FAQs](#)

Problems?

[Contact Customer Support](#) if you're having trouble with the directory.

APPLICATIONS  
[GADS Reporting](#)  
[IRTT](#)  
[ISO Express](#)

MARKETS AND OPERATIONS FORECASTING  
[Morning Report](#)  
[Seven-Day Forecast](#)  
[Three-Day Forecast](#)  
[Power System Status](#)



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NEW ENGLAND POWER POOL

June 28, 2013

***Ethical Electric Benefit Co.***  
attn: Erika Schmitt  
c/o Customized Energy Solutions  
1528 Walnut Street, 22nd Floor  
Philadelphia, PA 19102  
[eschmitt@ces-ltd.com](mailto:eschmitt@ces-ltd.com)

Dear Erika:

You have requested that the New England Power Pool ("NEPOOL"), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether Ethical Electric Benefit Co. ("Ethical Electric") is a member "in good standing in NEPOOL." This letter is in response to that request.

As of the date of this letter, Ethical Electric is a NEPOOL member, entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL's governing document. Ethical Electric was accepted for membership in NEPOOL effective as of January 1, 2013 pursuant to a FERC order issued January 29, 2013 in Docket No. ER13-688, subject to the conditions and waivers agreed to between NEPOOL and Ethical Electric as filed with the FERC in that Docket. Ethical Electric is also a Market Participant under the ISO New England Inc. ("ISO-NE") Transmission, Markets and Services Tariff ("Tariff") pursuant to a Market Participant Service Agreement by and between Ethical Electric and ISO-NE.<sup>1</sup> Ethical Electric is not in default of its obligations under the NEPOOL Agreement or the Tariff, which could otherwise result in a suspension or termination of Ethical Electric's status as a NEPOOL Participant and Market Participant. Ethical Electric has not requested termination of, nor has NEPOOL received an application or has a request pending for, the termination of Ethical Electric's status as a NEPOOL Participant or as a Market Participant under the Tariff.

Respectfully,

A handwritten signature in black ink, appearing to read "David T. Doot", is written over a horizontal line. The signature is fluid and cursive in style.

David T. Doot  
Secretary

---

<sup>1</sup> That Agreement with Ethical Electric is reported by ISO-NE as MPSA No. 531.

## Attachment D

Listed below are the states where Ethical Electric currently conducts business relating to the sale of electricity.

### **Serving Customers:**

Maryland  
District of Columbia  
Delaware  
New Jersey  
Pennsylvania  
Illinois  
Ohio  
New York  
Massachusetts

### **Licensed:**

Rhode Island  
New Hampshire  
Connecticut

**Attachment E**

**Consumer Complaints**

Included in this attachment is a summary of the customer complaints filed against Ethical Electric with a state licensing/registration agency, attorney general's office, or other governmental agency.

## Listing of Complaints

Included below is a table disclosing the number and type of customer complaints concerning the applicant that were filed with a state/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 related to the sale of electricity.

During the 2015 calendar year, Ethical Electric, Inc. operated in eight states (DC, DE, IL, OH, MD, NJ, NY, PA). During that timeframe, Ethical Electric also conducted very large and broad marketing programs across the entirety of its footprint, through which the company utilized direct mail, telemarketing, email, in person sales, and its website to attract and inform potential customers of product offerings. It has been Ethical Electric’s experience that with such a broad marketing approach, receipt of a de minimis volume of customer complaints is unavoidable. Ethical Electric takes all complaints seriously, strives to maintain a superior level of customer service, and abides by all Federal, State and Local laws and regulations. The Company works closely with customers and the respective state commissions/agencies to resolve all complaints promptly. Ethical Electric was accordingly able to respond to all 204 complaints that it received in 2015.

In 2015, Ethical Electric experienced a significant year-over-year reduction in the number of complaints and the number of complaints per 1,000 customers. Ethical Electric saw a 48% reduction in complaints overall for 2015 and a 60% reduction in complaints per 1,000 customers for 2015. For all complaints, Ethical Electric works diligently to reach a solution that is amenable to the customer and the respective Commissions. In 2015, Ethical Electric was able to resolve each of the 204 complaints received. With respect to the 78 complaints where the customer disputed their enrollment, Ethical Electric was able to provide the respective Commissions with valid forms of contracting (in the form of recorded third party verifications and/or signed direct mail response forms) for each complaint. With respect to the 56 marketing-related complaints, Ethical Electric either addressed the customer’s concerns directly, or reviewed and modified marketing materials where warranted. At no time in 2015 was Ethical Electric shown to be out of compliance with a given State’s Commission. Ethical Electric’s continued improvement as an energy supplier demonstrates our desire to provide exceptional service to our customers. For all other complaints Ethical Electric was able to demonstrate compliance with enrollment procedures required by the State. For all complaints, Ethical Electric works diligently to reach a solution that is amenable to the customer and the Commission. Ethical Electric maintains a strong working relationship with state regulators and regularly visits Commission Staff. The company continually reviews all sales, marketing, and billing efforts to ensure the highest standards of customer service are adhered to. Ethical Electric applies this diligence across all states in which it is active, and will carry its commitment to customer service to customers in New Hampshire.

State	Total Complaints	Disputed Enrollment	Marketing	Other	Responded To
DC	32	18	2	12	32
DE	1	0	0	1	1
IL	30	7	15	8	30
MD	21	4	3	14	21
NJ	3	1	0	2	3
NY	45	12	2	9	45
PA	72	36	12	24	72
OH	0	0	0	0	0
<b>Total</b>	<b>204</b>	<b>78</b>	<b>56</b>	<b>70</b>	<b>204</b>

**Attachment F**

**Ethical Electric- Marketing**

This attachment contains information on Ethical Electric's marketing practices; all marketing practices are designed to comply with the regulations set for in Puc 2000-2006.

### Exhibit F-1 “Third Party Marketers”

Ethical Electric plans in 2016 to acquire customers directly through internal marketing and sales operations. These sales conversions will primarily be online. Prospective customers will be invited to enroll in Ethical Electric through online advertising and complete the process on a web form on Ethical Electric’s website—[www.ethicalelectric.com](http://www.ethicalelectric.com).

The company will experiment with other forms of direct marketing including direct mail, affiliate marketing through membership organizations, direct response television, and potentially door-to-door sales. We will use limited forms of telemarketing—calling prospective customers who contact the company first (warm leads) or in partnership with membership organizations calling their members. In all instances, Ethical Electric employees will operate in a manner consistent with the Company Code of Conduct included in Exhibit F-5.

The company will use third party verification where required.

Ethical Electric will maintain a customer service hotline for customers in New Hampshire at 1-888-444-9452.

## Exhibit F-2 “Third Party Marketer Oversight”

a) *How is service quality ensured;*

Ethical Electric, Inc. ensures the service quality of Third Party Marketers with which we contract by running each potential third party marketer through a rigorous vetting process before executing any service agreements, and engaging those marketers that we do contract with regularly throughout the duration of our working relationship. In addition to strict prequalification criteria and ongoing engagement, Ethical Electric contractually defines what is and is not acceptable within the context of our relationships with third party marketers on the front end by establishing binding legal terms service.

b) *Quantity of training for third party marketers or subcontractors; and*

The third party marketers and subcontractors with which Ethical Electric, Inc. does business are all professional firms that maintain high professional standards and have very specific training and quality control procedures in place. In addition, Ethical Electric provides all third party marketers specific instruction as to how we expect them to market our products to prospective customers.

c) *Company oversight of any third party marketers or subcontractors.*

Ethical Electric reviews a portion of all third party marketers' and subcontractors' previous day's activity on a daily basis. Additional attention is paid to any isolated incidents that seem out of the ordinary, and to any one firm (or representative from any specific firm) that has demonstrated sub-optimal performance in the past. We ask third party marketers and subcontracts to remove any agents from our account that are representing Ethical Electric in any manner other than that which we have outlined upfront. Complaints about any subcontractors or third party marketers treated very seriously, handled in-house, and taken care of as quickly as possible.

### **Exhibit F-3 “Marketer Representation”**

#### **Ethical Electric Marketing Standards Quality Assurance Plan**

Ethical Electric will implement the following procedures to ensure all representatives are marketing according to the standards of the New Hampshire Public Utility Commission:

1. We will train all representatives according to the standards of New Hampshire Code of Administrative Rules, Puc 2000-2006.
2. We will train all representatives that they are to provide the customer with a toll-free number from which the customer may obtain information about the Ethical Electric’s mechanisms for handling billing questions, disputes, and complaints.

#### **TELEPHONE CONTACT**

Ethical Electric marketing representatives who contact customers by telephone for the purpose of selling any product or service offered by Ethical Electric shall:

1. Provide the representative’s first name and, on request, their identification number.
2. State that the call is being made on behalf of Ethical Electric.
3. Never represent that they are an employee or representative or acting on behalf of a distribution utility. In addition, they must clearly indicate that taking service from Ethical Electric will not affect the customer’s distribution service and such service will continue to be provided by the customer’s distribution utility.
4. State the purpose of the telephone call.
5. Where it is apparent that the customer’s English language skills are insufficient to allow the customer to understand and respond to the information conveyed by our representative, or where the customer or another third party informs our representative of this circumstance, our representative will immediately transfer the customer to a representative who speaks the customer’s language, if such a representative is available, or terminate the call.
6. Remove Customers’ names from the marketing database upon Customers’ request. Please see exhibit F-4 for information on Ethical’s do-not-call list maintenance procedures.

## Exhibit F-4

### Do-Not-Call list Policy

Pursuant to Puc 2006.01 (17) Ethical Electric shall:

1. Maintain a list of consumers who request being placed on the do-not-call list.
2. Obtain monthly do-not-call lists from the National Do Not Call Registry.
3. Not initiate calls to New Hampshire customers who have either requested being placed on Ethical's do-not call list or customers who are listed on the National Do Not Call Registry.

### Do-Not-Call List Maintenance Procedures

Pursuant to Puc 2004.03 (b)(2) Ethical Electric shall establish the following policy for maintaining a do-not-call list:

1. Maintain an up-to-date listing of New Hampshire customers and potential customers who have registered with the National Do Not Call Registry prior to conducting any phone solicitations.
2. Provide notification to customers and potential customers that such a list is maintained and information about how to be placed on that list or an Ethical specific list.
3. Institute training for personnel engaged in any aspect of telephone solicitation in the existence and use of the National Do Not Call Registry and an Ethical specific do-not-call list.
4. Not make any telephone solicitations to any customer or potential customer who has registered with the National Do Not Call Registry or requested do-not-call treatment.
5. Update the do-not-call list daily so that residential customers or potential customers requesting to not be called or to be placed on a do-not-call list are not called.
6. Ethical will receive express consent from customers or potential customers before forwarding requests to be placed on do-not-call lists to a other parties.

**Exhibit F-5 "Company Code of Conduct"**

**COMPANY CONDUCT**

Ethical Electric and its representatives shall:

1. Not engage in misleading or deceptive conduct as defined by State or federal law, or by Department rule, regulation or Order
2. Not make false or misleading representations including misrepresenting rates or savings offered by Ethical Electric;
3. Provide the customer with written information, upon request, or with a website address at which information can be obtained, if the customer requests such information via the internet;
4. Use reasonable efforts to provide accurate and timely information about services and products. Such information will include information about rates, contract terms, early termination fees and right of cancellation.
5. Ensure that any product or service offerings that are made by Ethical Electric contain information written in plain language that is designed to be understood by the customer.

This shall include providing any written information to the customer in a language in which the Ethical Electric representative has substantive discussions with the customer or in which a contract is negotiated;

6. Investigate customer inquiries and complaints concerning marketing practices within five days of receipt of the complaint, and respond in accordance with the Department's rules.
7. Cooperate with the Department regarding marketing practices.

**Attachment G**

**Sample Bill**

Ethical Electric intends to use the utilities billing service. If requested by a customer, Ethical can provide them with a separate bill. Attached is a sample bill, meeting Bill Disclosure Information required in Puc 2004.06.



**Electric Service Bill**

**YOUR ACCOUNT NUMBER:**

XXXXXXXXXXXX

**BILLING DATE:**

MM/DD/YYYY

**QUESTIONS?  
PLEASE CONTACT US:**

Phone: 888-444-9452  
Fax: 215-434-7145

Email:  
[support@ethicalelectric.com](mailto:support@ethicalelectric.com)

Mail:  
1055 Thomas Jefferson St., Suite 650  
Washington, D.C. 20007

**In the event of an emergency please  
contact your utility service provider  
(insert name) at XXX-XXX-XXXX**

**Service Address:** Customer Name, Street No, Street Name, City, State, Zip

**Site ID No.** XXXXXXX **Service Class**

**SUMMARY:**

<i>Total from last bill:</i>	\$	0.00
<i>Payment Received – (Insert Date)</i>	\$	0.00
<i>Balance as of (Insert Date)</i>	\$	0.00
<b>Total Current Charges</b>	\$	<b>0.00</b>

**DETAILS:**

*Meter Reading (Insert Date)  
(actual or estimated)*

*Metered Usage for this billing  
Period (also available on utility bill)*

<b>Rate</b>	\$	<b>0.00 per kWh</b>
<b>Total Energy Charges</b>	\$	<b>0.00 (rate x kWh)</b>
<b>Total Credits</b>	\$	<b>0.00</b>
<b>Taxes</b>	\$	<b>0.00</b>
<b>Late Fees</b>	\$	<b>0.00</b>

**\*\*Please make payment by check to "Ethical Electric" and mail to:  
Ethical Electric  
1055 Thomas Jefferson St., NW, Suite 650  
Washington, D.C. 20007**

- PAYMENT DUE UPON RECEIPT: Late payment charge of XX% will accrue if payment is not received within XX days.
- At least twice per year a customer has the right to request and receive actual consumption information for each billing period during the prior year or months in which Ethical Electric sold electricity to the customer
- If customer is unable to resolve dispute with Ethical Electric, they have the right to file a complaint with the NHPUC (1-800-852-3793)

**Attachment H**

**Customer Service Contract**

This attachment contains a copy of a standard contract Ethical Electric uses for its residential and commercial customers.

## Ethical Electric for [UTILITY] Residential Customers

### Product Label – Fuel Mix

Typical grid power in your region is produced almost entirely from dirty fuels like coal, oil, and gas. Ethical Electric ensures that 100% of your electricity comes from clean renewable sources with no carbon emissions or harmful pollutants. This chart compares the content of the electricity plan you have chosen with your region's fuel mix.

#### [PLAN DETAILS]

This enrollment may be pending your acceptance with the utility. Under no conditions will savings be guaranteed.

### Disclosure Statement, Terms and Conditions

This disclosure statement, including the product summary, general terms, together with the enrollment authorization, is an agreement for electric generation services between you ("customer") and Ethical Electric, Inc. ("Ethical Electric" "we" or "us").

### General Terms and Conditions

This Disclosure Statement, including these General Terms and Conditions, Product Summary, and Product Label together with your signed written enrollment form, electronic online enrollment record or recorded telephonic voice enrollment confirming your enrollment (the Enrollment Authorization), are an agreement for electric generation service, between you and Ethical Electric.

### Background

Ethical Electric is deemed eligible by the New Hampshire Public Utilities Commission, to offer and supply electric generation services in NH. We set the generation prices and charges that you pay. The New Hampshire Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will receive a single bill from [UTILITY] (your electric distribution company [EDC]) that will contain [UTILITY] charges and Ethical Electric charges.

### Definitions

- **Agreement:** This Disclosure Statement (including these General Terms and Conditions and Product Summary), as well as your Enrollment Authorization, and any amendments to these documents from time to time.
- **Regulating Body/Commission:** New Hampshire Public Utilities Commission.
- **Distribution Charge:** Charge for delivering electricity over a distribution system to the home or business from the transmission system.
- **Electric Distribution Company/Utility (EDC):** Your EDC is [UTILITY].
- **Generation Charge:** Charge for production of electricity.

Product	Clean Energy Option for [UTILITY] RESIDENTIAL Customers					
Length of the Agreement	[Month-to-month or Fixed]					
Per kWh Price	[x]¢/kWh					
Fixed Price or Variable Price	[Fixed or Variable]					
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.					
Customers who use	250 kWh of electricity	500 kWh of electricity	750 kWh of electricity	1000 kWh of electricity	1500 kWh of electricity	2000 kWh of electricity
Will pay	\$(X)	\$(X)	\$(X)	\$(X)	\$(X)	\$(X)
Taxes	You must also pay all applicable federal, state, and local taxes and charges					
Sourcing/Renewable Content	Regional. All Ethical Electric products are sourced from 100% renewable energy.					
Estimated Start Date	This contract will be effective from the first meter read date on or after the first of the next month (or the current date)					
Contract End Date	[Contract End Date]					
Fees	[CANCELLATION FEE]					
Late Payment Fee	The customer will pay each invoice in full within 20 days of the invoice date or be subject to a 1.5% late payment charge per month.					
Renewal	Your contract will renew at the end of the term. You will receive notice of the pending renewal not less than 30 days nor more than 60 days prior to the renewal date					

Fuel Source	Your Plan	Regional Utility Mix
<b>Non-Renewable Energy</b>		
Gas	0.000%	37.078%
Nuclear	0.000%	33.187%
Oil/Gas	0.000%	8.884%
Hydro	0.000%	7.454%
Coal	0.000%	5.586%
<b>Renewable Energy</b>		
Wood/Refuse	0.000%	3.172%
Refuse	0.000%	2.438%
<b>Wind</b>	<b>100.00%</b>	<b>1.576%</b>
Landfill Gas	0.000%	0.336%
Steam	0.000%	0.149%
Solar	0.000%	0.107%
Methane/Refuse	0.000%	0.032%
<b>Total</b>	<b>100%</b>	<b>100%</b>

- Initial Term: The Initial Term is the time period during which you will receive a fixed price (if you have a fixed term Agreement with us).
- kWh: A kilowatt-hour. This is a measurement of your use of electricity.
- Transmission Charge: Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC.

### **Pricing**

**Fixed Price Agreement** – You are enrolled on a fixed price plan for 12 months. Your price is for the kWh described in the Product Summary. This price includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes federal, state and local taxes (other than state gross receipts tax). Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, the system benefits charge, stranded cost recovery charge, and taxes. The price detailed in the product summary above will be the price you pay plus all additional state and local taxes.

-OR-

**Month-to-Month Variable Price Agreement** – You will be enrolled on a month-to-month product, the price is subject to change each month. Your price for the initial month is the price per kWh described in the Product Summary. This price includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes federal, state and local taxes (other than state gross receipts tax). Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal state and local taxes, and other fees. The price detailed in the product summary above will be the price you pay plus all additional state and local taxes. The price may vary on a monthly basis beginning after the first month, with no advance notice, based on an evaluation of a number of factors that affect your total price of electricity. These factors may include, but are not limited to: the cost to supply electricity in ISO New England, LLC market (including energy, capacity, settlement, ancillary services, renewable energy, Distribution Charges and other ISO New England, LLC market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. To learn your current variable price, please call us at 1-888-444-9452.

### **Length of Contract**

*Month-to-Month Variable Price Agreement* - You will buy your electricity generation service for the street address specified in your enrollment authorization from Ethical Electric beginning on the date set by [utility] (your EDC) and will continue on a month-to-month basis, until cancelled by you or Ethical Electric as described in this Agreement

-OR-

*Fixed Price Agreement* - You will buy your electricity generation service for the street address specified in your enrollment authorization from Ethical Electric beginning on the date set by [utility] (your EDC) and will continue for one year, until cancelled by you or Ethical Electric as described in this Agreement.

### **Product**

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Ethical Electric ensures that the applicable percentage of your electricity usage is offset by the generation of energy from renewable resources on an annual basis. Ethical Electric does so by purchasing and retiring "renewable energy certificates" representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified for your product. Your purchase helps support the development and operation of renewable energy in the areas specified in your product. Ethical Electric may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. Information on generation energy sources for your product energy efficiency, environmental impacts or historical billing data is available upon request.

### **Rescission and Effective Date**

Residential customers and small commercial customers shall have 3 business days from the date of personal or electronic delivery of the written terms of service statement to rescind authorization; and residential customers and small commercial customers receiving the terms of service statement via the United States postal service shall have 5 business days from the postmarked date to rescind authorization. You may rescind this Agreement by calling Ethical Electric at 1-888-444-9452, emailing support@ethicalelectric.com or in writing to Ethical Electric Rescission 1055 Thomas Jefferson St. NW Ste 650, Washington, DC 20009. This Agreement will be effective after the rescission period has passed without you notifying Ethical Electric or your distribution utility of your intent to rescind this Agreement.

### **Cancellation and Termination of Service**

*Customer Initiated Cancellation:* You may cancel your Agreement to purchase electricity by providing 30 days advance notice. To cancel this Agreement, please call Ethical Electric at 1-888-444-9452 or email support@ethicalelectric.com. You will be responsible for all Ethical Electric charges incurred up to the date of cancellation.

*Non-Payment:* If your electric service is terminated by your utility, then this Agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.

*Company Initiated Cancellation:* We may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of the customer. If we cancel this Agreement, we will provide you with a written notice 30 days in advance and your service will return to your utility's default electric supply service unless you choose another supplier.

*Relocation/Move:* If you move from the address listed above or are unable to pay due to disability or death, you may terminate this Agreement with no cancellation fee. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.

### **Penalties, Fees and Exceptions**

THERE IS A \$[CANCELLATION FEE] CANCELLATION FEE FOR THIS PLAN.

THERE IS A \$ [MONTHLY FEE] MONTHLY FEE FOR THIS PLAN.

*Late Payment:* Late payment fees may apply for failure to pay your bill within 20 days of the invoice date.

Ethical Electric does not charge extra for net-metering.

### **Billing and Payment**

You will receive a single bill from [UTILITY] (your EDC) that will contain separate charges from both [UTILITY] and Ethical Electric. We will charge you the generation price and fees as described above. Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal state and local taxes, and other fees. Payment is due to the billing utility within 20 days of the invoice date. Failure to pay your bills on time may result in late payment penalties and in discontinuation of service. Budget billing is available as offered by your utility.

*Payment Assistance* - Your utility has programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your utility's payment assistant program(s) can be obtained by contacting them at [UTILITY PHONE NUMBER].

A list of social service agencies and programs available to low income customers for bill payment assistance can be found at [www.puc.state.nh.us](http://www.puc.state.nh.us)

### **Taxes**

Except as otherwise provided in this Agreement or required by law, all applicable state and federal taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

### **Renewal/Expiration**

*Variable Agreement:* Your service is a month-to-month service until cancelled or changed under the terms of this agreement.

Pricing will follow the Month-To-Month Variable Pricing Agreement as described above. Your contract will renew at the end of the term.

-OR-

*Fixed:* Your service is Fixed service until cancelled or changed under the terms of this agreement. Pricing will follow the Fixed Pricing Agreement as described above. Your contract will renew at the end of the term. You will receive notice of the pending renewal 45 days before the automatic renewal is schedule to occur.

### **Complaint/Dispute Procedures**

If you have any questions, concerns or complaints about your bill, please contact us by calling our Customer Care Representatives at 1-888-444-9452 or by emailing us at [support@ethicalelectric.com](mailto:support@ethicalelectric.com). If for any reason you are not satisfied with our response, you may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 21 S. Fruit St, Suite 10 Concord, NH 03301-2429 or by calling 1-800-852-3793.

### **Power Outages and Emergencies**

In an electrical emergency or a power outage, immediately contact: [UTILITY] at [UTILITY EMERGENCY PHONE].

### **Limitations of Liability and Warranty/Force Majeure**

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANH WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Disclosure of Customer Information**

By entering into this Agreement, you authorize Ethical Electric to obtain and share information that we may need to provide electricity service to you, including your account information, usage history, billing and payment history, credit history, rate class, meter reading data, account number, address, phone, whether you are on a budget billing plan, and medical or disability status requiring uninterrupted service. We will not give or sell your personal information to any unaffiliated third-party unless you provide us with your consent, as well as a written statement, or unless we are required to do so by law. By entering into this Agreement, you authorize Ethical Electric to take such actions as may be necessary to establish your EDC services with [UTILITY] (your EDC). You also authorize Ethical Electric to protect your privacy at all times including under the FTC's Do Not Call requirements. If you would like to be added to the National Do Not Call Registry, please visit <https://www.donotcall.gov/Register/Reg.aspx>. An updated Privacy Policy for usage of Ethical Electric's websites is maintained at <http://ethicalelectric.com/policies/privacy>

#### **Title, Risk of Loss and Indemnity**

Title to the electricity will pass from Ethical Electric to you when we have delivered it to the delivery point for [UTILITY] (your EDC). Ethical Electric will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC.

#### **Regulatory Changes**

If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure whereby Ethical Electric is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion Ethical Electric will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure, or in charges or new charges, imposed by your EDC, ISO New England, the New Hampshire Public Utilities Commission or any governmental agency, whereby Ethical Electric incurs additional charges or costs as a result of such changes, then Ethical Electric will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to Ethical Electric by giving two advance written notices in separate mailing or email between 45 and 90 days before the proposed effective date, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

#### **Other Provisions**

This Disclosure Statement (including these General Terms, Product Summary, and Product Label) along with your enrollment authorization or renewal letter constitutes your entire Agreement between you and Ethical Electric with regard to your purchase of electric generation and other related services from Ethical Electric. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. You may not assign this Agreement, in whole or in part, or any of your rights or obligations under this Agreement without our prior written consent. Ethical Electric may, without your consent: (i) assign, sell or pledge this Agreement or its accounts, revenues or proceeds, as a part of any financing or other financial arrangements, purchase of receivables program or billing services agreement; or (ii) assign this Agreement to an affiliate of Ethical Electric; or (iii) assign this Agreement to any other person or entity succeeding to all or a substantial portion of the assets of Ethical Electric or a competitive electricity supplier deemed eligible to do business in NH. This Agreement is binding upon the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement. This Agreement will be governed by the laws of the NH without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in NH.

#### **Supplier Info**

*Ethical Electric, Inc.*  
1055 Thomas Jefferson ST. NW STE 650  
Washington, DC 20009

1-888-444-9452  
[http://www.ethicalelectric.com/  
support@ethicalelectric.com](http://www.ethicalelectric.com/support@ethicalelectric.com)

#### **Utility Info**

[UTILITY INFO]

#### **Commission Info**

New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429  
1-800-852-3793