



# STATE OF CONNECTICUT

**PUBLIC UTILITIES REGULATORY AUTHORITY  
TEN FRANKLIN SQUARE  
NEW BRITAIN, CT 06051**

**DOCKET NO. 13-07-18 PURA ESTABLISHMENT OF RULES FOR ELECTRIC  
SUPPLIERS AND EDCS CONCERNING OPERATIONS  
AND MARKETING IN THE ELECTRIC RETAIL MARKET**

November 5, 2014

By the following Commissioners:

Michael A. Caron  
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**DECISION**

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## **DECISION**

### **I. INTRODUCTION**

#### **A. SUMMARY**

In this Decision, the Public Utilities Regulatory Authority establishes certain rules, definitions, and guidelines electric suppliers must follow to fulfill the legislative mandates established under Public Act 14-75, An Act Concerning Electric Customer Consumer Protection and to address shortcomings in the retail electricity market. The Public Utilities Regulatory Authority revises the standards for generation service plans that are posted to the Rate Board, establishes notification and disclosure requirements as well as the forms that must be used to comply with these requirements. Other issues affecting electric suppliers and the efficient functioning of the retail electricity market not addressed in this Decision, but raised in Public Act 14-75 and/or Public Act 14-94, An Act Concerning Connecticut's Recycling and Materials Management Strategy, the Underground Damage Prevention Program and Revisions to Energy and Environmental Statutes, will be addressed in future proceedings or through the Supplier Working Group process.

The record in this proceeding demonstrates the need to improve certain aspects of Connecticut's retail electricity market and address certain legislative mandates prescribed under Public Act 14-75 and Public Act 14-94. Thousands of residential and business customers experienced significant rate increases under variable plans during late 2013 and early 2014. Some customers only learned about rate increases after service had been rendered and the cost incurred. The lack of notification regarding a change to the customer's electric generation price when a fixed plan converted to a variable plan or when rates increased under a variable plan was unreasonable and contributed to the problems and issues identified in this proceeding. This Decision and Public Acts 14-75 and 14-94 place additional requirements on electric suppliers to address these matters and expand protections to ratepayers.

#### **B. BACKGROUND**

On July 16, 2013, the Public Utilities Regulatory Authority (PURA or Authority) established this docket, pursuant to §§16-245, 16-245a, 16-245o, 16-245p, 16-245q, 16-245s, 16-245t, and 16-245u of the General Statutes of Connecticut (Conn. Gen. Stat.) to examine the current practices of electric suppliers and to establish rules and guidelines to ensure better customer protection and provide a fair and competitive environment for all market participants, leading to an improved electric retail market in Connecticut.

#### **C. CONDUCT OF THE PROCEEDING**

The Authority held public comment hearings in each of the following towns: Milford, Unionville, Brookfield, Norwich, and Waterbury on February 19, 20, 24, 25 and

27, 2014, respectively. The Authority also held four evidentiary hearings at its offices, Ten Franklin Square, New Britain, on March 24, 25, 26 and 27, 2014. Additional evidentiary hearings (Late-Filed Exhibit Hearings) were held on April 10, and 22, 2014.

On April 17, 2014, the Authority issued a draft Interim Decision. All Participants were provided an opportunity to submit written exceptions to the draft Interim Decision by April 24, 2014, and present oral arguments on April 28, 2014. Due to the timing of the new legislation, the Authority decided not to finalize the draft Interim Decision but instead incorporate it into the Final Decision.

During the course of this proceeding, the Legislature enacted PA 14-75, and PA 14-94, both of which were signed by the Governor and are now in effect.

Subsequently, on June 30, 2014, the Authority held a Technical Meeting to answer Participants' questions, provide clarification, receive requests for issues to be addressed in the final Decision of this docket, and discuss issues relating to implementation of the new legislative mandates.

On August 1, 2014, the Authority issued a revised draft Decision. All Participants were provided an opportunity to submit written exceptions to the revised draft Decision by August 7, 2014, and present oral arguments on August 8, 2014.

On October 10, 2014, the Authority issued a second revised draft Decision. All Participants were provided an opportunity to submit written exceptions to and present oral arguments on this second revised draft Decision.

#### **D. PARTICIPANTS**

The Authority recognized the following as Participants in this proceeding: The Connecticut Light and Power Company (CL&P); The United Illuminating Company (UI), P.O. Box 1564, New Haven, CT 06506-0901; the Office of Consumer Counsel, (OCC), Ten Franklin Square, New Britain, CT 06051; National Energy Marketers Association, Retail Electric Supplier Association (RESA), and all Electric Suppliers licensed in Connecticut. A listing of Participants to this proceeding is appended hereto as Appendix A.

#### **II. GENERAL**

The Authority's power to impose requirements concerning customer notices and disclosure of company and rate information is specifically granted pursuant to Conn. Gen. Stat. §16-245p(c), which provides in part: "Each electric supplier...shall disclose to customers, in a manner prescribed by the authority and not less than annually, such information as the authority considers relevant..." In addition, pursuant to Conn. Gen. Stat. §16-245(g), the Authority "may establish additional reasonable conditions to assure that all retail customers will continue to have access to electric generation services." This provision has remained unchanged since 1998.

Further, Conn. Gen. Stat. §16-245p(b) provides, in pertinent part:

The Public Utilities Regulatory Authority shall maintain and make available to customers upon request...the following information about each electric supplier...: (1) Rates and charges; (2) applicable terms and conditions of a contract for electric generation services...and (5) any other information the authority determines will assist customers in making informed decisions when choosing an electric supplier. The authority shall put such information in a standard format so that a customer can readily understand and compare the services provided by each supplier. (Emphasis added.)

Pursuant to this section, the Authority has established four types of customary service plans, as further discussed in Section II.B., so that consumers can readily understand and compare the services provided by each supplier. This Decision does not require any supplier to provide any type of service at any particular rate, and each supplier can continue to offer and provide any types of service plans for any duration at any rates that suit the supplier's business needs. The Authority however is placing suppliers' plans and services in standardized categories, so that information posted to the Rate Board can be compared and understood more easily by consumers, and so that standard conditions and requirements can be imposed on similar plans and services to ensure better consumer protection and to create a fair marketplace for all suppliers. For instance, no supplier is required to provide monthly variable rates; however, if a Supplier offers a service plan in which the rate varies from meter cycle to meter cycle but does not change within the cycle, such plan will be considered a "Variable Monthly Plan." As another example, no supplier is required to offer or provide a Fixed plan for any duration; however, if a supplier offers a plan where the rate remains unchanged for a period of at least four complete billing cycles, then that plan will be considered a "Fixed Plan." A plan in which the rate remains fixed for a period of less than four complete billing cycles will be considered to be a "Variable Plan." Each plan will be subject to certain notices and requirements.

## **A. CONNECTICUT'S RETAIL ELECTRIC GENERATION MARKETS**

### **1. Customer Complaints**

There was extensive public comment from those who attended the five public hearings that the Authority conducted throughout Connecticut. Most of the complaints were related to:

1. Steep increases in generation rates;
2. Lack of notification regarding rate increases;
3. Non-disclosure of rate information;
4. Rate changes in shorter intervals than promised;
5. Bait and switch tactics where a low initial rate is offered, only to have that rate double or triple;
6. Lack of written contracts resulting in customers not knowing the terms of their service;
7. Lack of access to customer service and difficulty reaching suppliers by telephone;
8. False or misleading information about the customer's right to terminate a

- Supplier's service;
9. Aggressive door-to-door sales tactics;
  10. Telemarketing in violation of do-not-call rules, and,
  11. Customer inability to contact or communicate with suppliers.
- See, Transcripts dated February 19, 20, 24, 25 and 27, 2014.

## **2. Residential Rates Charged by Electric Suppliers**

On September 25, 2013, the Authority requested the electric distribution companies (EDCs); CL&P and UI, who bill customers on behalf of most suppliers doing business in Connecticut, to provide all the rates charged by suppliers and the number of customers billed under each rate, compared to Standard Service. See the CL&P and UI responses to Interrogatories AD-1 and AD-2.

The rate data discussed in this section reflect the period October 2013 - March 2014 and shows that thousands of residential customers were billed generation rates between \$0.19/kWh and \$0.27/kWh, or between 200% and 300% above the then current Standard Service rate.<sup>1</sup> As noted above, many customers complained that they were not notified about rate increases or were otherwise unaware that rates had increased.

This information supports the need to improve the notification provided to customers to increase awareness about generation service options and rates; provide information so consumers are aware of pending rate increases; and, provide information that is readily understandable.

## **B. RATE BOARD AND GENERATION SERVICE PLANS**

### **1. Residential and Business Customers Defined**

In the March 16, 2011 the Decision in Docket No. 10-06-24, DPUC Review of the Current Status of the Competitive Supplier and Aggregator Market in Connecticut and Marketing Practices and Conduct of Participants and that Market, the Authority defined and standardized five rate plans generally offered by licensed suppliers that would be posted to the Rate Board.<sup>2</sup> See March 16, 2011 Decision, in Docket No. 10-06-24, p. 20. Rate plans were defined and standardized to provide timely and relevant information to residential and business customers. The retail electric generation markets have evolved since 2010 and the evidence presented in this proceeding indicates that the standards established in Docket No. 10-06-24 should be updated accordingly.

In this Decision, the Authority modifies standards for generation service plans offered or provided to residential and business customers for posting to the Rate Board.

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<sup>1</sup> Some customers were billed at rates that exceeded \$0.27/kWh. CL&P and UI response to Interrogatory AD-4.

<sup>2</sup> The Rate Board is a web based resource maintained by the Department of Energy and Environmental Protection that lists generally available generation plans offered by licensed suppliers to residential and business customers. The Rate Board is accessible through EnergizeCT.com.

The Rate Board has contained generally available rates for “residential” and “business” customers since its inception in 2007. However, the number of suppliers and variety of offers has expanded over time requiring greater specificity surrounding these customer class designations. To assure accuracy when posting information to the Rate Board and avoid confusion regarding the definition of a “residential” or “business” customer, the Authority provides the following definitions, which apply throughout this Decision:

- “Residential Customer” means a customer served under CL&P’s residential tariff rates nos. 1, 5 or 7 or a customer served under UI’s residential tariff rates R or RT; and,
- “Business Customer” means a customer served under CL&P’s tariff rate nos. 18, 27, 29, 30, 35 or 40 or a customer served under UI’s tariff rates GS or GST.

RESA requested clarification that these definitions apply to the supplier’s contractual counterparty that is at the customer, not the meter/account level. For instance, RESA noted that a supplier could have a contract with a college or university (the customer) which campus includes various individually metered buildings that could include a building identified by the EDC as a residential account, e.g., the dean’s home. In this and similar situations RESA believes it is appropriate to define the college as the customer, not individual buildings. RESA Written Comments, p. 20.

The Authority agrees that in situations described by RESA the definitions apply at the customer level.

## **2. Universal Standards - All Generation Service Plans**

### **a. Rates Change on the Meter Reading Date**

Suppliers and the EDCs testified that customers are confused about when enrollment with a Supplier will become effective noting that many customers believe it takes more than two months to complete the process. Suppliers typically tell customers that the enrollment or “switch” happens when the utility accepts or processes the enrollment. The EDCs state that they adhere to the enrollment process as outlined in the EBT guidelines and that enrollment occurs quickly, many times within 24 hours, provided the required customer information (e.g., account number) submitted by suppliers is accurate. The EDCs state that their meter reading schedules are available on-line and that customer meter read dates are provided on the bill. As a result, Suppliers should be able to better inform potential customers regarding switch dates. Tr. 3/24/14, pp. 537-542.

The EDCs note that they have multiple billing cycles (i.e., consumption/billing periods and related meter reading dates). UI has 17 cycles while CL&P uses 20, and unless the customer’s meter is read on or about the first of the month, most electric bills include consumption across a portion of two calendar months. This is similar to the billing cycles of major credit cards. Each customer has a meter reading date (On-Cycle)



which information is provided on the electric bill. UI Response to Interrogatory OCC-12; CL&P Response to Interrogatory OCC-2.

Supplier enrollment has occurred with the On-Cycle date since retail choice was implemented. However, there has not been a concerted effort on the part of the Authority, EDCs and all suppliers to educate consumers on how the On-Cycle date impacts switching from one supplier to another. To increase awareness about this issue it is incumbent upon suppliers to become familiar with the CL&P and UI billing cycles and to discuss On-Cycle dates with potential customers. The EDCs too must include information about this topic on their website, in supplier-related bill inserts and other communications with customers. The Authority will also include this information on its website and EnergizeCT.com. Increasing awareness about On-Cycle dates will better inform consumers about when the switch to a supplier will occur and when rates can change.

The CL&P and UI On-Cycle dates are well established and available to suppliers. On-Cycle dates are used to enroll customers and provide the date on which supplier rates begin. Information about the On-Cycle date for the next meter reading is available on each customer's electric bill. Therefore, it is reasonable to use the On-Cycle date as the standard for adjusting Supplier rates.<sup>3</sup> The use of the customer's On-Cycle date is also consistent with Conn. Gen. Stat. §16-245(g), as amended by PA 14-75, which requires that residential rates be capped for at least "the first three billing cycles" of a service contract. Changing rates with the On-Cycle date will allow customers to readily understand and compare the services provided by each supplier, as required by Conn. Gen. Stat. §16-245p(b). Accordingly, the Authority will require suppliers to adjust rates with the On-Cycle date for all rate plans except Variable-Daily or Variable-Weekly, which allow prices to change during the billing cycle.

OCC states that Conn. Gen. Stat. 16-245d(a)(2) requires that customer electric bills show "any change to such [generation] rate effective for the next billing cycle." As a result the statute effectively eliminates supplier plans that allow rates to change within the billing cycle. OCC Written Exceptions, p. 3.

The PURA established Docket No. 14-07-19, PURA Investigation Into Redesign of the Residential Billing Format, to implement Conn. Gen. Stat. 16-245d(a)(2). This matter will be addressed through that proceeding.

RESA argues that PURA lacks the authority to regulate supplier rates but is attempting to do so through the above requirements. RESA Written Exceptions, p. 11.

The Authority is not regulating supplier rates. The Authority however is placing suppliers' plans and services into general categories and establishing standards regarding when prices can change so that information posted to the Rate Board can be compared and understood more easily by consumers, and so that standard conditions and requirements can be imposed on similar plans and services to ensure better consumer protection and to create a fair marketplace for all customers and suppliers.

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<sup>3</sup> The On-Cycle rate change standard will not apply to Variable-Daily or Variable-Weekly rate plans.

### **b. Rates to be All-Inclusive**

The EDCs' total generation rate is comprised of two components: the generation service charge and the Federally Mandated Congestion Charge (FMCC). These components provide the "technical" breakdown of the all-in cost of providing generation service. Stakeholders sometimes refer to the "generation service charge" as the "energy charge" and the FMCC as an ancillary or other generation related charge.

To serve the public interest and avoid confusion, the Authority has consistently required the EDCs to use the all-in cost of generation when providing customer facing generation-related information and rates. The Authority has also required suppliers to abide by this same standard. For example, standards for the generation rates that are posted to the Rate Board include the following: "all prices must reflect the all-in cost of providing generation services, that is the full requirements cost of generation." See the March 16, 2011 Decision, Docket No. 10-06-24, p. 23. This requirement was implemented to allow customers to readily understand and compare the services provided by each supplier, as required by Conn. Gen. Stat. §16-245p(b). The Authority continues to require that all generation rates posted to the Rate Board be all-inclusive.

### **c. Rate Board Price Filings**

In the February 27, 2008 Decision in Docket No. 07-05-33, DPUC Administration of Disclosure Label Requirements and Examination of Direct Billing By Electric Suppliers, the Authority established requirements regarding the rates and plans Suppliers must submit for posting to the Rate Board. Final Decision dated February 27, 2008, pp. 10 and 11. In that Decision, the Authority required suppliers to present prices for generally available offers, i.e., prices that are available to an entire customer class or rate tariff, and are typically available for a month, several months or one-year. The Authority created a standard price filing form and directed suppliers to submit their generally available rates under Docket No. 07-05-33. Id.

The Authority remains committed to providing generally available offers for residential and business customers through the Rate Board. Therefore, Suppliers must continue to submit their generally available offers. To better manage the increasing number of supplier price filings, effective January 1, 2015, each Supplier will be required to submit its generally available residential and business rates under its current licensing or relicensing docket. These filings will no longer be submitted under Docket No. 07-05-33. Each filing must provide all current generally available rates and administrative or other regularly occurring charges and therefore each filing:

- Is considered to be a complete refresh of the previous filing;
- Reflects rates that will be posted to the Rate Board;
- Reflects rates that are available on the supplier's website; and,
- Provides rates that are available to consumers and therefore must be honored.

To assure that the Rate Board aligns with current offers and to allow the Authority time to post this information, Suppliers must submit any change in pricing at

least three business days in advance of the change. Suppliers are reminded that all electronic filings made to the Authority should be submitted via PURA's on-line portal located at:

[http://www.ct.gov/pura/cwp/view.asp?a=3364&q=404110&puraNav\\_GID=1702](http://www.ct.gov/pura/cwp/view.asp?a=3364&q=404110&puraNav_GID=1702)

The Authority will work with Suppliers through Supplier Working Groups to maintain an efficient process.

### **3. Rate Plans**

#### **a. General**

In the March 16, 2011 Decision in Docket No. 10-06-24, the Authority defined five rate plans generally offered by licensed Suppliers that would be posted to the Rate Board. See the March 16, 2011 Decision in Docket No. 10-06-24, p. 20

Conn. Gen. Stat. §16-245(g), as amended by PA 14-75, states that “any contract between a licensee and a residential customer eligible for standard service entered into on and after the effective date of this section shall provide for the same electric generation service rate that may not be exceeded for at least the first three billing cycles of the contract, provided the licensee may decrease such rate at any time.” Conn. Gen. Stat. §16-245(g) therefore directs, effective July 1, 2014, that all residential offers remain capped for three complete billing cycles. Conn. Gen. Stat. §16-245p(b), directs the Authority to post supplier information in a standard format so that a customer can readily understand and compare the services provided by each supplier. These mandates require the Authority to modify the current rates plans as defined in the March 16, 2011 Decision in Docket No. 10-06-24.

#### **b. Promotional Prices**

The March 16, 2011 Decision included Promotional prices among the offers that would be posted to the Rate Board. Since all residential service rates must be capped for at least three complete billing cycles, the Authority will no longer identify offers as being Promotional on the Rate Board. Rather, the Authority will inform consumers where appropriate about gift cards, enrollment bonuses or other promotional items offered by suppliers.

#### **c. Variable Plans**

In the March 16, 2011 Decision, the Authority defined two offers in which prices could change regularly: Variable and Monthly Variable. A Variable price was defined to include any price that “is subject to change at predefined intervals within a one-month period or within one complete billing cycle, e.g., daily, weekly, or biweekly” while a Monthly Variable price was defined as a “price that does not change for 30 days, a complete calendar month or one complete billing cycle.” March 16, 2011 Decision in Docket No. 10-06-24, p. 20.

Variable plans allowed suppliers to regularly adjust rates (e.g., during a billing cycle) and have operated for several years, allowing customers to lower their cost when compared to Standard Service. Volatility in the wholesale electricity market during late 2013 and early 2014 and resulting hikes in generation rates for customers on these rates have called into question the value of Variable plans, how they operate and how to protect consumers from exorbitant and unannounced price increases.

The OCC recommends that all Variable Plans for residential and business customers be eliminated, citing the recent significant increases to generation rates under these plans in support of its request. Suppliers generally support retaining Daily/Monthly Variable Plans for all customers, claiming that these plans allow Suppliers to quickly adjust prices in falling markets. According to some suppliers, in rising markets customers receive appropriate price signals which should encourage lower consumption through conservation and energy efficiency which is consistent with Connecticut's energy policies.

PURA finds that it is inappropriate to restrict the market by eliminating Variable Plans at this time. However, the record in this proceeding demonstrates the need to provide consistent and accurate information to consumers about how Variable plans operate and the potential for rate increases under these plans. To balance these interests, the Authority will continue to post Variable rates to the Rate Board and provide for plans in which suppliers can adjust rates daily, weekly or monthly. Under Variable-Daily and Variable-Weekly plans, suppliers can adjust rates during the customer's billing cycle. Under a Variable-Monthly plan, rates can only be adjusted on the customer's On-Cycle date. All Variable plans are subject to the notification requirements discussed below.<sup>4</sup>

Some Suppliers and RESA urged the Authority to recognize "Indexed Price" and/or "Capped" rates as standardized rate plans. According to RESA, some suppliers offer variable pricing with a cap that limits the amount of either the month over month change in price or the total change in price while other suppliers offer indexed priced products that vary based on a published index (e.g., locational marginal price). RESA claimed that these pricing plans protect less actively involved customers from unbridled price increases and urged the Authority to permit these offers. RESA Written Exceptions, dated April 24, 2014, pp. 6-9. Similarly, Direct Energy urged the Authority to include standard capped rate plans "where a customer is notified in advance that his or her price will not exceed a maximum price for a given period of time that a supplier not be required to provide further notice to the customer during that period of time so long as the price to be charged within any month is equal to or less than the maximum price that was disclosed to the customer." Direct Energy Services Written Exceptions dated April 24, 2014, p. 2.

The Authority will not prohibit electric suppliers from offering or providing indexed or capped rate plans. However, the Authority finds that most residential and small business customers generally lack the expertise and resources to actively follow indices such as the Independent System Operator of New England's locational marginal price.

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<sup>4</sup> OCC believes Conn. Gen. Stat. 16-245d(a)(2) does not allow suppliers to offer Daily-Variable or Weekly-Variable rate plans. OCC Written Comments, p. 3.

Therefore, while such plans will be allowed, they will be considered as Variable and must follow the requirements and notifications associated with Variable Plans.

#### **d. Fixed Plans**

In the March 16, 2011 Decision, the Authority defined a Fixed offer as “a price that does not change for a specified period of time of not less than 90 days, three calendar months or three complete billing cycles.” March 16, 2011 Decision in Docket No. 10-06-24, p. 21.

Conn. Gen. Stat. §16-245(g), as amended by PA 14-75, requires that all residential offers are capped for three complete billing cycles. As a result, the Authority will modify its definition of Fixed offers, requiring the price remain fixed for at least four complete billing cycles. If not Fixed, the plan will be posted to the Rate Board as Variable.

#### **e. Renewable Content**

Conn. Gen. Stat. §16-245o(h), as amended by PA 14-75, provides in pertinent parts:

(5) Each electric supplier shall disclose to the Public Utilities Regulatory Authority in a standardized format (A) the amount of additional renewable energy credits, if any, such supplier will purchase other than required credits, (B) where such additional credits are being sourced from, and (C) the types of renewable energy sources that will be purchased. Each electric supplier shall only advertise renewable energy credits purchased beyond those required pursuant to sections 16-245a and 16-243g and shall report to the authority the renewable energy sources of such credits and any changes to the types of renewable energy sources offered.

(6) Any electric supplier offering any services or products that contain renewable energy attributes other than the minimum renewable energy credits used for compliance with the renewable portfolio standards pursuant to section 16-245a shall disclose in each customer contract and marketing materials for each such service or product the renewable energy content of the product or service offering and shall make available, on the electric supplier's Internet web site, information sufficient to substantiate the marketing claims about such content. (Emphasis added.)

These statutory provisions apply to all customers and all service plans and contracts. The Authority will modify the Rate Board to be consistent with these statutory provisions.

The express language of Conn. Gen. Stat. §16-245o(h)(5), provides that a Supplier shall only advertise renewable energy credits purchased beyond the mandatory requirements. As a result, all Suppliers' websites and materials must be consistent with these mandates. No service plans, contracts or marketing materials to

any customers may include the words “renewable” or “green” or “RPS” if the plan does not offer renewable credits beyond the mandatory requirements. In addition, all marketing materials, plan descriptions or contracts may advertise only the percentage of renewable credits beyond the mandatory requirements. For example if the minimum RPS is 18%, and the supplier procures RECs that exceed the minimum by 2% the supplier may advertise the offer as “2% renewable beyond mandatory requirement” but not “20% renewable,” or if the supplier procures RECs that exceed the minimum by 82% the supplier may advertise the offer as “82% renewable beyond mandatory requirement” but not “100% renewable.” Further, each supplier is required to disclose the source of its current “renewable” or “green” products or offerings. The Authority will develop a standard disclosure label or price comparison table for such sources of renewable credits to better inform consumers about these products through the Working Group process.

RESA argues that PURA’s requirements can result in suppliers making factually inaccurate statements, lead to customer confusion and frustration as they try to discern the message suppliers are trying to convey and may violate the First Amendment as an improper regulation of commercial speech. In support of its position RESA notes that a supplier who engages in a separate renewable energy credit procurement in which it is purchasing RECs from a resource equal to 100% of the customer’s load in addition to the RECs necessary to satisfy the Connecticut RPS minimum would actually be purchasing RECs totaling 118% of the customer’s load (18% RPS plus 100% REC procurement). Thus the supplier should be able to represent that it is offering a 100% renewable product. To require the supplier to market this product as 82% renewable results in a material misrepresentation of its offer. RESA Written Exceptions, p. 23.

RESA continues, stating that rather than prescribing the specific manner in which suppliers must advertise their renewable offers RESA encourages the Authority to rely on existing federal and state laws that address green marketing claims specifically and/or deceptive marketing claims generally. These existing laws already require suppliers to substantiate their claims, including claims associated with the environmental attributes of their products. Id.

In its Written Exceptions RESA states that the Authority does not have the power to rewrite statutes and must enforce them as written. RESA Written Exceptions, p. 8. Therefore, the Authority must enforce Conn. Gen. Stat. §16-245o(h). Regarding RESA’s example, it aligns with the Authority’s findings on this issue, and thus a supplier can market an offer as 100% renewable if it purchases RECs totaling 118% of the customer’s load (18% RPS plus 100% REC procurement) for 2014.<sup>5</sup>

#### **f. Summary**

Pursuant to Conn. Gen. Stat. §16-245p(b), the Authority determines that it serves the public interest by standardizing rate plans as “Fixed” or “Variable” so that customers can readily understand and compare the services provided by each supplier. A Fixed plan requires the rate to be fixed for at least four complete billing cycles. Each Variable

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<sup>5</sup> Renewable energy claims must be adjusted to accommodate changes in Connecticut’s annual RPS requirement.

plan must specify whether the rate can change daily, weekly (i.e., during the customer's billing cycle) or monthly (i.e., on the customer's meter read date) and will be identified as Variable-Daily, Variable-Weekly or Variable-Monthly, respectively. Suppliers must use these plan descriptions when submitting their generally available rates for posting to the Rate Board.

## **C. DISCLOSURE OF RATES AND COMPANY INFORMATION**

### **1. Supplier Customer Service and Website**

#### **a. Customer Service**

A major complaint heard by the Authority was lack of customer service provided by the Suppliers and the customers' difficulty reaching suppliers by telephone. See, Tr. 2/19/14, pp. 47-49 and Tr. 2/20/14, pp. 91-97. Suppliers must provide adequate customer service to Connecticut consumers.

#### **b. Website**

Many Suppliers licensed in Connecticut are subsidiaries of larger corporations, and in some cases, the same parent corporation. For instance, Direct Energy Business Marketing, LLC and Direct Energy Business, LLC and Direct Energy Services, LLC are all subsidiaries of Direct Energy. Also, Constellation NewEnergy, Inc. and Constellation Energy Power Choice, Inc. are subsidiaries of Constellation, an Exelon company. Several of these suppliers do not maintain their own websites. Instead they rely on separate pages within the parent's website to market within separate states. This can be a source of confusion for customers. For instance, Constellation NewEnergy, Inc. and Constellation Energy Power Choice, Inc. use the website [www.constellation.com](http://www.constellation.com), which does not provide customers information as to the specific licensed supplier that is providing service.

Further, for customer choice to be meaningful and to assure transparency, each licensed Supplier is required to maintain its own website. This requirement is consistent with Conn. Gen. Stat. §16-245(g)(14), as amended by PA 14-75 and PA 11-94, which requires each supplier to list generation rates "on the licensee's own Internet website" as well as Conn. Gen. Stat. §16-245o(h), as amended by PA 14-75, which requires suppliers to "disclose in each customer contract and marketing materials for each such service or product the renewable energy content of the product or service offering and shall make available, on the electric supplier's Internet web site, information sufficient to substantiate the marketing claims about such content."

In claiming that developing and maintaining a full website can be costly and time-consuming, RESA requested that the Authority allow Suppliers to maintain a separate webpage for each licensed supplier entity. Conn. Gen. Stat. §16-245(g)(14) expressly requires each supplier to list generation rates "on the licensee's own Internet web site" and therefore, a separate webpage is unacceptable. As noted above, the Authority must enforce statutes as written. RESA Written Exceptions, p. 8.

To provide adequate information, each Supplier's website is required to clearly display: (1) the supplier's official name and trade name(s), if any; (2) all PURA docket numbers and titles pertaining specifically to the supplier to show its regulatory history in Connecticut, including all licensing and relicensing dockets and history of dockets of companies acquired through mergers or license transfers, and all PURA investigation dockets that have been concluded; (3) customer service contact information, including a phone number at which a live company representative(s) (not an answering service) must be available during normal business hours; and (4) PURA contact information. The website must also list and provide information concerning all generally available offers, renewable products and information about the source of renewable energy (e.g., RECs), standard contracts, and enrollment forms. As discussed herein, the Rate Board must align with all generally available offers.

## **2. Disclosure of Current Generation Rates**

Currently many Supplier websites require customers to provide their account number, address or other personal information before they can obtain information regarding rates or offers. In addition, the practice of requiring account information prior to disclosure of rates is prevalent with telemarketing calls from suppliers. Tr., 2/20/14 pp. 145-147; Tr. 2/27/14 pp. 316-318.

The Authority finds this practice unacceptable. Generally available rates and applicable terms and conditions must be provided to customers without requiring information such as the customer's name, address, phone number, account or EDC reference numbers. Therefore, service plans, rates or offers that are generally available to customers must be provided upon request, whether by telephone or email. The information must also appear on the supplier's website, align with the Rate Board and be accessible without requiring disclosure of customer specific information. Customers may be asked to provide their zip code or utility company (CL&P or UI) to access rates and other information.

RESA argues that suppliers need customer specific information, such as usage and load data, in order to identify the product and pricing offers that best meet the customer's needs. Without this information, suppliers will be forced to offer all customers, regardless of their rate class, size, usage pattern and load profile, the exact same product; thereby eliminating the hallmark of the competitive market – customer choice. RESA Written Exceptions, p. 26.

RESA's argument addresses the information necessary to provide rates to customers under negotiated contracts, not generally available rates and offers. The Authority reiterates that it is establishing standards for generally available generation service plans offered or provided to residential and business customers. The Rate Board has displayed such generally available rates and plans for residential and business customers since its inception in 2007 and will continue to do so. Therefore, suppliers are free to request customer specific information when negotiating contracts or otherwise not providing generally available rates.



### **3. Disclosure of Historical Generation Rates**

Conn. Gen. Stat. § 16-245(g), as amended by PA 14-75 and PA 11-94, provides in pertinent part:

As conditions of continued licensure, in addition to the requirements of subsection (c) of this section:...(14) the licensee shall make available to the authority for posting on the authority's Internet web site and shall list on the licensee's own Internet web site, on a monthly basis, the highest and lowest electric generation service rate charged by the licensee as part of a variable rate offer in each of the preceding twelve months to any customer with a peak demand of less than fifty kilowatts, cumulated of all such customer's meters, during a 12-month period...

Pursuant to this section, each supplier is required to submit monthly filings to the Authority with the highest and lowest variable rates charged to any customer in the past twelve month period.

The Authority recently issued individual directives under each supplier's most recent licensing or relicensing Docket regarding this requirement. In summary, suppliers are required to submit their historical Variable rates to the Authority under their most recent licensing Docket or inform the PURA that they have not charged Variable rates during that period. Suppliers were provided directives regarding how their historical rates must appear on their web sites and the web URL that is to be used.

Suppliers submitted their initial compliance filing in October. The Authority notes that some suppliers separately identified different high and low rates for CL&P and UI residential and business customers. Conn. Gen. Stat. § 16-245(g) requires that suppliers and the Authority post the highest and lowest rate charged to any customer in the preceding twelve months. To comply with the statute suppliers are directed to only submit to the Authority, and post to their website, the highest and lowest variable rate charged to any customer. This information is not to be segregated by customer class or EDC. Also, suppliers are asked to identify these compliance filings as "Historical Variable Rates" when documents are electronically filed with the Authority.

#### **D. CUSTOMER NOTICE REQUIREMENTS**

##### **1. General**

Proper notice regarding future rates is essential to facilitate consumers in making informed decisions about their generation options. Towards this goal, the Legislature has directed in Conn. Gen. Stat. §16-245d, as amended by PA 14-75, certain notification standards to which electric suppliers must adhere. These standards specify the timing, form, information and method by which notification will be given. This section discusses only the four occasions requiring notification: (1) quarterly; (2) at the end of a fixed rate term; (3) when a customer is to be billed a variable rate; and (4) when a customer's rate will increase by 25% or more. The Authority notes that all electric suppliers doing business in Connecticut are expected to understand and comply

with all notification requirements prescribed by statutes, regulations and the PURA's orders.

In addition to the requirements for each type of notification specified in the following subsections, electric suppliers must comply with the following general requirements:

- Use of PURA forms as a template for providing the required information. While the forms serve as a template and guide, they contain information that is required to be communicated to customers;
- General requirements for font size, color and formatting;
- The title of each form cannot be changed;
- If notification is sent by U.S. mail: (1) use standard 8"x11" size paper – no postcards, and (2) must postmark three business days in advance of the required notification deadline;
- A copy of each notice and proof of mailing or delivery must be maintained by the supplier in the customer's file for at least three years and be provided to the customer or the Authority upon request;
- Envelope/Subject line must state: "Important: Information about your electric generation rates is enclosed." No other materials may be included in the envelope, email or text;
- If the customer selected delivery method does not allow either the prescribed information and/or the prescribed form to be used, an additional concurrent notice is required by United States mail or electronic mail that does use the prescribed form and include the prescribed information, which shall be noted in the customer selected method; and,
- Until a customer has selected a delivery option, all required notifications must be sent to the customer via United States mail.

RESA notes that there will be times when multiple notices may be delivered to customers at or around the same time. RESA requests that suppliers be allowed to combine multiple notices into a single notice to avoid notice fatigue. RESA Written Comment, p. 27. The Legislature separately identified the notices that must be provided by statute. Therefore, the Authority cannot allow suppliers to combine these notices.

## **2. Quarterly Notice Requirement – Form 1**

Conn. Gen. Stat. 16-245d(d), as amended by PA 14-75, provides:

From the effective date of this section, and until one year after the effective date of this section, inclusive, each electric supplier shall, on a quarterly basis, include the following items in a mailing to each residential customer receiving electric generation service from such supplier: (1) The electric generation service rate; (2) the term and expiration date of such rate; (3) any change to such rate effective for the next billing cycle; (4) the

cancellation fee, if applicable, provided there is such a change (*sic*); (5) notification that such rate is variable, if applicable; (6) the standard service rate; (7) the term and expiration date of the standard service rate; and (8) the dollar amount that would have been billed for the electric generation services component had the customer been receiving standard service. (Emphasis added.) (*Effective July 1, 2014*)

The record of this proceeding confirms the need for all suppliers to provide full disclosure of rates and terms and conditions to their customers. PA 14-75 reinforces the PURA's finding and prescribes the information suppliers must provide quarterly to residential customers.

To comply with this requirement, an electric supplier must use the Form 1 template, provided in Section V. - Standard Forms of this Decision as a template or guide for the information that is required to be communicated to customers. All information provided in this notification must be current. For any customer with more than one account or service address, a separate notification letter must be provided for each account and/or service address.

The Authority provides the following clarifications pertaining to Conn. Gen. Stat. §16-245d(d), as amended:

- (1) The "electric generation service rate" and "the term and expiration date of such rate" – the purpose of this information is to give customers a clear understanding of their rates and service plans. Accordingly, the notification must inform the customer of (A) his/her current generation rate (as of the date of the notification), (B) whether the customer is on a Fixed or Variable plan, as defined in this Decision, and (C) the contract date or meter reading date when the rate may change; and,
- (2) "The dollar amount that would have been billed for the electric generation services component had the customer been receiving standard service." This provision is specific to the customer and therefore, the customer's specific usage and bill amounts must be calculated and provided.

PA 14-75 imposes several notification requirements. While PA 14-75 expressly provides options for customers to choose to receive other notices (e.g., United States mail, electronic mail, text message, an application on a cell phone or a third-party notification service approved by the PURA), such options are not provided for quarterly notices. Instead, Conn. Gen. Stat. §16-245d(d) requires the suppliers to provide the specified information "in a mailing" to each residential customer. The Authority concludes that the Legislature intended the quarterly notices be delivered via United States mail. Therefore, all quarterly notifications must be sent to customers by United States mail.

To comply with Conn. Gen. Stat. §16-245d(d), a supplier is required to provide quarterly notices 15 to 30 calendar days before each customer's On-Cycle date. The first quarterly notice can be sent beginning with the date of this Decision and through December 2014 and quarterly thereafter beginning in March, June and September 2015. The 15-30 day window is intended to allow customers time to

review the rates that will be charged in their next billing period and decide whether to remain with the current supplier, choose another supplier or return to Standard Service.

Starion and Verde note that many suppliers use bulk mailing and requested clarification regarding the postmark and record retention standards provided by the Authority. Starion believes suppliers should be allowed to use the bulk mailing postmark and use an affidavit of its business practices to establish proof that mailings were sent. Verde notes that in bulk mailing situations that there is no proof of mailing and requests the Authority allow suppliers to maintain in its files a contemporaneous record confirming that a mailing occurred that would include the customer. Starion Written Exceptions, p. 5; Verde Written Exceptions, p. 18.

Suppliers can use the bulk mailing postmark and affidavits to establish proof those mailings were sent. However, a copy of individual customer notices must be retained to assure compliance and as proof of individual mailings.

### **3. Notice Required at the End of a Fixed Rate Term – Form 2**

Conn. Gen. Stat. § 16-245o(f), as amended by Public Act 13-119, An Act Concerning the Public Utilities Regulatory Authority, Whistleblower Protection, the Purchased Gas Adjustment Clause, Electric Supplier Disclosure Requirements, and Minor and Technical Changes to the Utility Statutes, provided: “Between thirty and sixty days, inclusive, prior to the expiration of a fixed price term for a residential customer, an electric supplier shall provide a written notice to such customer of any change to the customer’s electric generation price.” This provision became effective on October 1, 2013, and became §16-245o(g)(1) in PA 14-75.

The record of this proceeding shows that some Suppliers failed to comply with this statutory provision, and as a result, the Authority initiated Docket No. 14-05-38, PURA Investigation Into Electric Suppliers’ Compliance with Conn. Gen. Stat. §16-245o(g), to fully investigate. Some suppliers failed to issue the notice while others issued notices that failed to meet the intent and purpose of Conn. Gen. Stat. §16-245o(g)(1), which is to notify customers of “any change in generation price.” For instance, Direct Energy’s notice to customers simply stated: “As your electricity provider, we’re happy to offer you a simple way to renew your sales agreement. With no action needed from you, we can automatically continue your agreement with Direct Energy on a month-to-month variable rate that can be higher or lower each month. There is no early cancellation fee during this month-to-month agreement.” Similarly, Discount Power, Inc.’s customer notification identifies “some concerns” about the wholesale price of electricity and states that “we are suggesting that you consider changing back to the public utility for your power supply, at least in the short term.” See Responses to Interrogatory AD-3.

To be compliant with Conn. Gen. Stat. §16-245o(g)(1), an electric supplier is required to use Form 2 “End of a Fixed Plan” as a template or guide for providing the required information that is to be communicated to customers show the current fixed price and the “change in generation price” that is, the rate the customer will be billed for the next billing cycle. The notice pursuant to Conn. Gen. Stat. §16-245o(g)(1) is

required notwithstanding any other notices that may be required at the same time or by the same occasion.

#### **4. Variable Rate Notification – Form 3**

Conn. Gen. Stat. § 16-245o(g)(2), as amended by PA 14-75, provides:

No electric supplier shall charge a residential customer month-to-month variable rates for electric generation services following the expiration of a contract entered into after the effective date of this section without providing written notification to such residential customer forty-five days prior to the commencement of such month-to-month variable rates. Such notice shall include the highest and lowest electric generation service rate charged by such supplier as part of a variable rate offer in each of the preceding twelve months to any customer eligible for standard service. The residential customer shall select the method of written notification at the time the contract is signed or verified through third-party verification as described in subdivision (2) of subsection (f) of this section. Such selection shall include the option for written notice through United States mail, electronic mail, text messages, an application on a cellular telephone or a third-party notification service approved by the authority. Such customer shall have the option to change the method of notification at any time during the contract. (Emphasis added.)

To be compliant with Conn. Gen. Stat. §16-245o(g)(2), an electric supplier is required to use Form 3 “Notice of Variable Rates” as a template or guide for information that is required to be communicated to customers. The notice pursuant to Conn. Gen. Stat. §16-245o(g)(2) is required notwithstanding any other notices that may be required at the same time or by the same occasion.

Pursuant to Conn. Gen. Stat. §16-245(g), as amended, all generation rates must be capped for at least three complete billing cycles. As a result, customers enrolling in a Variable plan, cannot be billed variable rates until the initial capped rate has been assessed for three complete billing cycles.

The record of this proceeding shows that many customers have not been provided proper contracts with expiration dates, as required by law. Instead, the practice for many suppliers has been to “enroll” customers for an indefinite period of time. Suppliers cannot be allowed to avoid this notification requirement simply because they have failed to provide their customers contracts with expiration dates. This consumer protection must be provided to customers, and therefore this notice must be sent to all customers.

## **5. Notice Regarding a 25% Increase in Generation Rates – Form 4**

Conn. Gen. Stat. § 16-245o(g)(3), as amended by PA 14-75 and 14-94, provides in pertinent part:

No electric supplier shall charge an electric generation service rate to a residential customer that is twenty-five per cent more than the original contract price of a contract entered into after the effective date of this section without notifying such customer of the rate change fifteen days before it takes effect, provided such notice shall only be required for the first instance such rate is twenty-five per cent more than the original contract price. After such one-time notice, no electric supplier shall charge an electric generation service rate to a residential customer that is twenty-five per cent more than the most recent notice of the rate change without notifying such customer of the rate change fifteen days before it takes effect...

Suppliers are required to use Form 4 “25% Increase in Generation Rate” as a template or guide for information that is required to be communicated to customers for this notification.

## **6. Notification Methods**

Conn. Gen. Stat. §16-245o(g)(1) states:

Such selection shall include the option for written notice through United States mail, electronic mail, text message, an application on a cellular telephone or a third-party notification service approved by the authority.

PA 14-75 amended Conn. Gen. Stat. §16-245o(g)(1) to provide customers the option to receive notifications through United States mail, electronic mail, text message, an application on a cellular telephone or a third-party notification service approved by the Authority and to change the method of notification at any time during the contract.

RESA states that “the Authority had not, at the time the General Assembly passed this legislation, approved a third-party notification service. Thus, the legislature could not have expected that suppliers make all of these methods available to customers. Instead, it is more likely the General Assembly expected customers to provide these options if the supplier had the capability to provide the information in this manner. Indeed, since PURA has not yet approved a third-party notification service, suppliers cannot comply with this requirement. RESA Written Exceptions, p. 32.

Starion objects to the Authority’s mandate that suppliers develop all the communication methods identified in PA-14-75. Starion agrees that the customer should be able to select from methods available and offered by their supplier but argues that PA-14-75 does not require that each supplier develop communication methods it does not possess. “If a customer wants to have a mode of communication that a particular supplier does not support, what would then be a factor in their choice of supplier.” Mandating specific communication modes based on today’s technologies will

create inefficiencies as technologies advance and consumers demand new and innovative methods. Starion Written Exceptions, p. 6.

Verde argues that with the word 'or' the Legislature intended options and choice, both with the customer and supplier. There is no language in the 2014 Acts indicating that electric suppliers shall offer all five of these communication methods. Verde recommends this issue be addressed through the Working Group. Verde Written Exceptions, p. 14.

The express language of Conn. Gen. Stat. §16-245o(g)(1) states that a residential customer "shall select" the method of written notice, and "such selection shall include" the option for the specified methods. Therefore, each supplier is required to provide each of the methods specified by the statutes. No later than February 15, 2015, each supplier is required to demonstrate that it has the capability to provide customer notification through: (1) United States mail, (2) electronic mail, (3) text message, (4) an application on a cellular telephone, and (5) a third-party notification service, which has been submitted to the Authority for approval, as mandated by Conn. Gen. Stat. §16-245o(g)(1). Until a customer has selected a delivery option, notifications pursuant to Conn. Gen. Stat. §16-245o(g)(1) must be sent to the customer via United States mail.

Residential customers must be allowed to select the delivery options for any required notification, with the exception of Quarterly Notices pursuant to Conn. Gen. Stat. §16-245d(d), and shall have the option to change the method of notification at any time during the contract.

Due to the volume of information to be conveyed, these notices are not conducive to text messaging. Therefore, if a customer opts for text messaging, the notification must state, at minimum: (1) "Your electric generation rate is [increasing/decreasing] to [the new rate];" (2) the effective date of the increase/decrease; and (3) a link the customer can click and go directly to the full notification. Electronic mail must provide the required information and cannot direct consumers to another location (i.e., supplier's website) to access the information. United States mail must be used as the default if a customer has not selected another notification method. Notices via United States mail is deemed to be provided on the third business days after the postmark. United States mail shall be the default method of delivery for all customers who have not chosen a preferred notification method.

A customer's choice of notification method must be in writing, a copy of which must be maintained in the customer's file for at least three years after the customer's service has ended. Notice must also be provided to customers or the Authority upon request. Customers shall have the option to change the method of notification at any time during the contract.

## 7. Summary Table – Required Customer Notices

Table 1  
Required Customer Notices

NOTICE	WHEN REQUIRED	MANNER OF DISTRIBUTION	FORM
Quarterly Notice	December 2014 March 2015 June 2015 September 2015	United States mail only	Form 1
End of Fixed Rate Plan	No later than 30-60 days before end of fixed contract	Customer choice of delivery options	Form 2
Variable Rate	45 Days before assessing a Variable Rate	Customer choice of delivery options	Form 3
25% Rate Increase	15 days prior to new rate	Customer choice of delivery options	Form 4

### E. BUSINESS CUSTOMERS

The CL&P Standard Service rate for business customers served under Rate 30 and effective January 1, 2014 was \$0.09016/kWh.<sup>6</sup> The rates discussed in this section reflect the period October 2013 - March 2014 and shows that thousands of business customers were billed generation rates between \$0.19/kWh and \$0.27/kWh, or between 200% and 300% above the then current Standard Service rate. Many customers complained that they were not notified about rate increases or were otherwise unaware that rates had increased.

The record of this proceeding shows that in addition to residential customers, many business customers experienced significant generation rate increases under a Variable plan and were unaware that they had been converted to such rates. The PURA finds that the information and notices required for residential customers under Conn. Gen. Stat. §§16-245d(d) and 16-245o(g) are equally relevant to business customers. However, Conn. Gen. Stat. §§16-245d(d) and 16-245o(g) specify that these notifications only be provided to residential customers. Therefore, the Authority cannot require these notices be sent to business customers at this time.

### F. TIME OF USE RATES

Conn. Gen. Stat. §16-245(g) provides in pertinent part:

As conditions of continued licensure, in addition to the requirements of subsection (c) of this section:...(12) the licensee shall offer a time-of-use

<sup>6</sup> The Authority used the CL&P business Standard Service rate effective January 1, 2014, in its comparison because that rate was higher than the comparable UI rate. The comparable UI business Standard Service rate effective January 1, 2014, was \$0.088388/kWh.



price option to customers. Such option shall include a two-part price that is designed to achieve an overall minimization of customer bills by encouraging the reduction of consumption during the most energy intensive hours of the day. The licensee shall file its time-of-use rates with the Public Utilities Regulatory Authority...

While Conn. Gen. Stat. §16-245(g) was amended by PA 14-75 and PA 14-94, this provision has remained unchanged since its enactment in 2011. See Section 104 of Public Act 11-80, An Act Concerning the Establishment of the Department of Energy and Environmental Protection and Planning for Connecticut's Energy Future (PA 11-80).

Section 105 of PA 11-80 further provided that: "The Department of Energy and Environmental Protection shall require each electric distribution company to notify its customers on an ongoing basis regarding the availability of time-of-use meters, if applicable." Thus, electric suppliers are required to offer time-of-use (TOU) rates while the EDCs are required to notify customers about the availability of TOU meters, if applicable.

### **1. UI Service Territory**

Pursuant to the Supplemental Decision dated August 30, 2006, in Docket No. 05-06-04, Application of The United Illuminating Company to Increase its Rates and Charges, UI implemented TOU rates for non-residential customers whose monthly demand equals or exceeds 100 kW and for residential customers whose monthly consumption exceeds 2,000 kWh. UI has modified its billing and meter data management systems to support TOU rates. To date, UI serves more than 70,000 residential and business customers under a TOU rate and regularly places customers on a TOU rate as part of its day-to-day operations. UI also continues to deploy advanced meters as part of its daily operations. In addition, the Rate Board has been modified to accommodate TOU rates for UI and suppliers.

By way of background, UI retrofitted its meters during the 1990s with cellular communications capability that provided the utility remote access to consumption data. Over the past several years, UI has further enhanced its communications infrastructure and is installing advanced meters for new construction and as older meters fail. As a result, UI has approximately 100,000 advanced meters deployed throughout its service territory, representing about one-third of its total customers.<sup>7</sup> See, Decision dated March 19, 2008, in Docket No. 07-07-02, Application of The United Illuminating Company for Approval of Metering Plan.

UI can easily transfer a customer to a TOU rate and convert the customer's meter to support a TOU tariff if necessary. Therefore, it is reasonable to apply Conn. Gen. Stat. §16-245(g)(12) in requiring suppliers to offer TOU rates in the UI service territory and to require UI to notify its customers about the availability of TOU meters.

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<sup>7</sup> Advanced meters provide real-time remote access to each customer's consumption data and include other features such as the ability to track customer demand, disconnect service remotely, etc.

Based on the foregoing, any supplier serving any customers in the UI service territory is required to offer a TOU rate option for each rate class the supplier serves and which has this option from UI, including the development of two-part rates for residential and business customers. The TOU rates must be designed to operate with UI's current tariffs or as these tariffs change over time. For example, UI's Residential TOU tariff, Rate RT, assesses peak pricing on weekdays from noon until 8 p.m. with all other hours being off-peak. Rate RT is a two-part rate (higher peak prices and lower off-peak prices) that addresses the most energy intensive hours of the day (weekdays from noon until 8 p.m.). Every electric supplier is required to show its TOU rate options on its website and to submit generally available TOU rates for residential and business customers to the Authority for posting to the Rate Board.

UI will be required to submit for approval its plan and messaging to notify customers on an ongoing basis regarding the availability of TOU meters.

## **2. CL&P Service Territory**

Pursuant to the Decision dated December 21, 2006, in Docket No. 05-10-03, Application of The Connecticut Light and Power Company to Implement Time-of-Use, Interruptible or Load Response, and Seasonal Rates (2006 Decision) CL&P was directed to implement mandatory TOU rates for non-residential customers whose monthly demand equals or exceeds 100 kW and residential customers whose monthly consumption exceeds 2,000 kWh.<sup>8</sup> At that time, the Authority recognized the challenges faced by CL&P in implementing this directive, notably the need for significant changes to CL&P metering, billing and meter data management systems and related cost. As a result, CL&P was directed to control the pace at which it would implement this policy while it analyzed the potential to upgrade its meters and modify its internal systems. 2006 Decision, pp. 14-16.

Subsequent to the 2006 Decision, the Authority suspended implementation of mandatory TOU rates for residential and non-residential customers with a monthly demand that equals or exceeds 100 kW.<sup>9</sup> Decision dated May 20, 2010, in Docket No. 05-10-03, Application of The Connecticut Light and Power Company to Implement Time-of-Use, Interruptible or Load Response, and Seasonal Rates - Request to Rescind Order No. 7 (2010 Decision). The 2010 Decision to suspend mandatory TOU rates for non-residential customers was based on evidence that these customers did not respond to TOU price signals. Regarding residential customers, the Authority concluded that CL&P's current metering technology could not cost effectively support TOU rates and that converting customers to TOU rates using the current Automated Meter Reading (AMR) meters could result in significant stranded costs.<sup>10</sup> CL&P was directed to

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<sup>8</sup> CL&P was also directed to modify the time periods within its TOU tariffs.

<sup>9</sup> Mandatory TOU rates were implemented for non-residential customers with demands that are equal to or exceed 200 kW.

<sup>10</sup> By way of background, CL&P completed installation of its AMR system in the late 1990s. AMR meters require utility personnel to physically drive by the meter location to obtain a reading. These meters cannot provide the same remote reading capabilities as UI's technology are not an advanced metering technology and cannot be converted to provide remote communications cost effectively. CL&P's basic AMR meter (that is used by more than one million residential customers) cannot accommodate TOU rates. Serving a customer under TOU rates would require CL&P to replace an existing AMR meter with a

analyze the potential to replace its AMR meters and modify its internal systems to address the TOU policy.

The Authority analyzed CL&P's proposal to deploy advanced meters throughout its service territory in Docket No. 05-10-03RE04, Application of The Connecticut Light and Power Company to Implement Time-of-use, Interruptible Load Response, and Seasonal Rates – Review of Meter Study, Deployment Plan and Rate Pilot. At the request of the Commissioner of the Department of Energy and Environmental Protection, that proceeding was suspended on September 8, 2011, and no further action is pending. See, Motion Nos. 2 and 3 in Docket No. 05-10-03RE04.

CL&P serves approximately one million residential customers and about 120,000 business customers (monthly demand of less than 200 kW) that are not currently served through a TOU AMR meter. TOU AMR meters would become obsolete upon the deployment of advanced meters, resulting in an increase in meter-related stranded costs. Based on the foregoing, it would be unreasonable to promote TOU rates to residential and small non-residential customers in the CL&P service territory until issues surrounding CL&P's metering system are resolved. As such, the Authority will not require CL&P to promote TOU meters to residential and business customers until the Authority concludes Docket No. 05-10-03RE04 or adjudicates the issue in another proceeding. However, CL&P does have TOU meters and offers TOU rates for some of its larger customer classes. Accordingly, the Authority will require electric suppliers that serve these larger customer classes in the CL&P service territory to offer such customers TOU rate options. Suppliers will be required to show TOU rate options on their website. The TOU rates must be designed to operate with CL&P's current tariffs or as these tariffs change over time.

## **G. CUSTOMER CONTRACTS**

### **1. Contracts**

Among the numerous complaints received by the Authority, many customers complained about the lack of a contract and lack of clear communications regarding the terms and conditions of service.<sup>11</sup>

From the beginning of the deregulation of the electric retail market in Connecticut in 1998, the Legislature provided numerous consumer protection measures to guard against this type of practice. In Public Act 98-28, An Act Concerning Electric Restructuring, (PA 98-28) the Legislature enacted a requirement for both written notice of rates prior to service, as well as a requirement for a written contract:

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new TOU AMR meter; potentially leading to significant stranded costs should CL&P pursue a more advanced meter technology in the near future.

<sup>11</sup> Tr. 02/19/14 pp. 15-17; Tr. 02/25/14, pp. 256-259.

Section 26 of PA 98-28 provided in pertinent parts:

(e) Each electric supplier shall, prior to the initiation of electric generation services, provide the potential customer with a written notice describing the rates, information on air emissions and resource mix of generation facilities operated by and under long-term contract to the supplier, terms and conditions of the service, and a notice describing the customer's right to cancel the service, as provided in this section. No electric supplier shall provide electric generation services unless the customer has signed a service contract or consents to such services pursuant to section 30 of this act. A customer shall, until midnight of the third business day after the day on which the customer enters into a service agreement, have the right to cancel a contract for electric generation services entered into with an electric supplier. (Emphasis added.)

Additionally, Section 30 of PA 98-28 provided in pertinent parts:

(a) No electric distribution company shall submit or execute a change in a customer's selection of an electric supplier unless the change has been confirmed by one of the following: (1) An independent third-party telephone verification; (2) receipt of a written confirmation received in the mail from the customer after the customer has received an information package confirming any telephone agreement; (3) the customer signs a document fully explaining the nature and effect of the change in service; or (4) the customer's consent is obtained through electronic means, including, but not limited to, a computer transaction. (Emphasis added.)

(c) Any violation of this section shall be deemed an unfair or deceptive trade practice under subsection (a) of section 42-110b of the general statutes.

As the express language of PA 98-28 shows, prior to initiation of service, each supplier was required to provide to the customer a "written notice" describing the rates, terms and conditions. In addition the customer may not be switched until the customer's consent has been confirmed by one of the four methods prescribed in Section 30 of PA 98-28. Among these four methods, with the exception of the third-party telephone verification, all other confirmation methods are required to be in writing (receipt of a written confirmation, customer signs a document, and consent through electronic means).

Although the laws governing suppliers have been amended over the past 16 years, the provisions mandating written notice of rates prior to initiation of service and permitted methods of customer's consent have remained unchanged and remaining effective today.

Conn. Gen. Stat. §16-245o(f)(1), as amended by PA 14-75 and PA 14-94, currently provides: "Until the standard summary form described in subsection (e) of this section is developed, each electric supplier shall, prior to the initiation of electric generation services, provide the potential residential customer with a written notice

describing the rates, information on air emissions and resource mix..., terms and conditions of service, and a notice describing the customer's right to cancel service... After development of such standard summary form, each electric supplier shall, prior to initiation of electric generation services, provide the potential residential customer with a completed standard summary form. Each electric supplier shall, prior to the initiation of electric generation services, provide the potential commercial or industrial customer with a written notice describing the rates...terms and conditions of the service, and a notice describing the customer's right to cancel the service, as provided in this section." (Emphasis added.)

In addition, Conn. Gen. Stat. §16-245o(f)(2), as amended by PA 14-75, provides in pertinent parts:

No electric supplier shall provide electric generation services unless the customer has signed a service contract or consents to such services by one of the following: (A) An independent third-party telephone verification; (B) receipt of a written confirmation received in the mail from the customer after the customer has received an information package confirming any telephone agreement; (C) the customer signs a contract that conforms with the provisions of this section; or (D) the customer's consent is obtained through electronic means, including, but not limited to, a computer transaction. Each electric supplier shall provide each customer with a demand of less than one hundred kilowatts, a written contract that conforms with the provisions of this section and maintain records of such signed service contract or consent to service for a period of not less than two years from the date of expiration of such contract, which records shall be provided to the authority or the customer upon request. Each contract for electric generation services shall contain all material terms of the agreement, a clear and conspicuous statement explaining the rates that such customer will be paying, including the circumstances under which the rates may change, a statement that provides specific directions to the customer as to how to compare the price term in the contract to the customer's existing electric generation service charge on the electric bill and how long those rates are guaranteed. Such contract shall also include a clear and conspicuous statement providing the customer's right to cancel such contract not later than three days after signature or receipt in accordance with the provisions of this subsection, describing under what circumstances, if any, the supplier may terminate the contract and describing any penalty for early termination of such contract. Each contract shall be signed by the customer, or otherwise agreed to in accordance with the provisions of this subsection.... (Emphasis added.)

Since 1998 Suppliers have been required to provide written notice of rates, and since 2011 have been required to provide customers with demand less than 100 kW a written contract. However, information submitted in this proceeding indicates that some suppliers may not be complying with these mandates.

The Authority believes that a written notice of rates or contracts provided to the customers prior to initiation of service would have avoided many of the situations described by consumers at the public hearings in this docket.<sup>12</sup>

Besides a customer's signature on a written contract, Conn. Gen. Stat. §16-245o(f)(2) allows customer consent to be given via an independent third-party telephone verification or through electronic means such as a computer transaction. In the past, the Authority has approved telephone verification to be done by the Supplier if the entire verification process is recorded (i.e., an independent third-party is not needed). Based on technology available today, the Authority will continue to allow supplier's own recordings to be used. However, all such telephone verifications and electronic transactions must be confirmed in writing and provided to the customer as the written contract, consistent with Conn. Gen. Stat. §16-245o(f). A generic Terms and Conditions, standing alone, would not qualify as a written contract as contemplated by Conn. Gen. Stat. §16-245o(f)(2).

Constellation NewEnergy and Constellation Energy Power Choice argued that compliance with Conn. Gen. Stat. §16-245o(f)(2) and 16-245o(h)(8) is a simple matter of obtaining the customer's consent via third-party verification or electronic means and sending the customer a copy of the complete terms and conditions that apply to that service.<sup>13</sup> Constellation's assertion is not supported by the language of Conn. Gen. Stat. §16-245o(f)(2). That section expressly states that "Each electric supplier shall provide each customer with a demand of less than one hundred kilowatts, a written contract that conforms to the provisions of this section...Each contract...shall contain ***all material terms of the agreement...***" (Emphasis added.) Generic terms and conditions do not contain the customer's information, specific rate, type of service plan, dates of service, or expiration date of the contract, all of which are material terms of the agreement, and therefore, a generic terms and conditions document, standing alone, would not qualify as a written contract as contemplated by Conn. Gen. Stat. §16-245o(f)(2).

Conn. Gen. Stat. §16-245o(h)(8), as amended by PA 14-75, further provides:

(8) An electric supplier shall not make a material change in the terms or duration of any contract for the provision of electric generation services by an electric supplier without the express consent of the customer. Nothing in this subdivision shall restrict an electric supplier from renewing a contract by clearly informing the customer, in writing, not less than thirty days or more than sixty days before the renewal date, of the renewal terms, including a summary of any new or altered terms, and of the option not to accept the renewal offer, provided no fee pursuant to subdivision (7) of this subsection shall be charged to a customer who terminates or cancels such renewal not later than seven business days after receiving the first billing statement for the renewed contract. (Emphasis added.)

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<sup>12</sup> Tr. 2/24/14, pp. 173-209.

<sup>13</sup> Constellation Written Exceptions dated August 12, 2014, p. 23.

The language of this statute shows that the Legislature had contemplated each contract to have an end date or a “renewal date,” and this statute would be meaningless if a contract did not have an expiration date or a “renewal date.” Additionally, Conn. Gen. Stat. §16-245o(f)(2) expressly states that records of each signed service contract or consent to service must be maintained for “a period of not less than two years from the date of expiration of such contract.” This statute would also be meaningless if each contract did not have a date of expiration. It is “a basic tenet of statutory construction that the legislature does not intend to enact meaningless provisions.”<sup>14</sup> Therefore, when construing statutes, an agency must “presume that there is a purpose behind **every** sentence, clause, or phrase used in an act and that no part of a statute is superfluous.”<sup>15</sup> Accordingly, the Authority hereby clarifies that, pursuant to Conn. Gen. Stat. §16-245o, prior to the initiation of electric generation services, each customer must be provided a written copy of the contract, and each contract must contain a beginning and a renewal or expiration date of the contract.

It is an important public policy that customers know exactly the services and products for which they are contracting, and therefore, the Authority will strictly enforce the provisions of Conn. Gen. Stat. §16-245o(f). Accordingly, with regard to any notice or contract requiring the disclosure of rates, such notice or contract must clearly provide the following information:

- Fixed plans: must clearly state “The plan will have a fixed rate of [\$0.0000/kWh] will be fixed from [date] through [date]. Thereafter, plan will convert to [Fixed or Variable-Daily, Variable-Weekly, Variable Monthly].”
- Variable plans: must clearly (1) specify Variable-Daily, Variable-Weekly or Variable-Monthly, and explain when the rate can change for each plan; (2) state that past variable rates are available on the Supplier’s website at [direct link] and also on the EnergizeCT website [direct link]; and (3) state that “pursuant to Connecticut law, variable rates may be increased 25% at any one time without notice to the customer.”

Further, pursuant to Conn. Gen. Stat. §16-245p(c), which allows the PURA to require each Supplier to disclose to customers, in a manner prescribed by the Authority and not less than annually, such information as the Authority considers relevant, the Authority hereby requires that each written contract pursuant to Conn. Gen. Stat. §16-245o(f)(2) must also contain the following information, conspicuously displayed in a font of not less than 12 points on the front page of the contract: (1) all customer accounts and service addresses covered under the contract; (2) the beginning date and expiration date of the contract; (3) the date and method by which the customer had consented (e.g., telephone verification on 7/1/2014; computer enrollment on 7/2/2014); (4) the customer’s selected method of notification, including the customer’s specific email address and/or phone number; (5) all applicable fees, if any, and if any fees are variable, contract must clearly state the circumstances and/or dates when those fees will change and what the new fees will be; (6) the Supplier’s official and trade

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<sup>14</sup> American Promotional Events, Inc. v. Blumenthal, 285 Conn. 192, 203 (2008) (citations, internal alternations and quotation marks omitted).

<sup>15</sup> Id (emphasis added) (citations, internal alternations and quotation marks omitted).

name (the name of the Supplier's corporate parent is insufficient), website link, and customer service address and phone number; (7) the PURA's contact information; and (8) energizeCT.com. The information mandated by Conn. Gen. Stat. §16-245o(f)(2) must also be in a font not less than 12 points and must be in close proximity to the customer's name, rates information and type of service plan.

In requiring the specific information enumerated (1) through (7), the Authority is aiming to eliminate customer confusion:

Conn. Gen. Stat. §16-245o(f)(2) provides in pertinent part:

...Such contract shall also include a clear and conspicuous statement providing the customer's right to cancel such contract not later than three days after signature or receipt in accordance with the provisions of this subsection...Any customer who has a maximum demand of five hundred kilowatts or less shall, until midnight of the third business day after the latter of the day on which the customer enters into a service agreement or the day on which the customer receives the written contract from the electric supplier as provided in this section, have the right to cancel a contract for electric generation services entered into with an electric supplier. (Emphasis added.)

The words used by the statute are "signature" and "receipt," and excluded from the statute are any references to verbal consent or consent through third-party telephone verification. The phrase "the day on which the customer enters into a service agreement" does not refer to consent provided over the telephone since this same statutory provision requires any customer with a demand of less than 100 kilowatts to be provided with a written contract. Based on the express language of Conn. Gen. Stat. §16-245o(f)(2), the Authority hereby provides the following clarification and requirements:

- The right to cancel must be provided to any customers with a maximum demand of 500 kilowatts or less, and not just residential customers;
- The cancellation period is "until midnight of the third business day," not calendar days;
- Each Supplier must allow the customers to cancel service agreements by email, text, telephone and United States mail, and each method must be clearly communicated to each customer;
- If a customer signs a contract, such contract must include the following statement in bolded, minimum 12-point font and which must clearly and conspicuously appear immediately above the signature line: "You have the right to cancel this service agreement until midnight of the third business day after the date of this agreement. To cancel this service agreement, you can [provide email address, text number, telephone number and address by which the customer may cancel the contract]."
- If a customer's consent is obtained through electronic means including a computer transaction or third-party verification, the Supplier must subsequently provide to the customer a written contract which must



include the following statement in bolded, minimum 12-point font and which must clearly and conspicuously appear on the front page of the contract, in the same vicinity as the customer's name, account number, rates, dates of service and expiration date of the contract: "You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this written agreement. To cancel this service agreement, you can [provide the email address, text number, telephone number and address by which the customer may cancel the contract]."

Conn. Gen. Stat. §16-245o(f)(2) also requires each supplier to "maintain records of such signed service contract or consent to service for a period of not less than two years from the date of the expiration of such contract, which records shall be provided to the authority or the customer upon request." The Authority hereby clarifies that, as used in this statute, "records of such signed service contract or consent to service" means the actual copy of the contract signed by or provided to the customer in accordance with this provision, and that a generic form will not be sufficient. In addition, "which records shall be provided to...the customer upon request" means the supplier must provide to the customer his or her contracts or consent recordings within 48 hours of such request.

Each Supplier is required to submit a standard contract consistent with these requirements and a standard renewal notice for the Authority's approval.

## **H. REPORTING REQUIREMENTS**

### **1. Third-Party Agents**

Conn. Gen. Stat. §16-245o(h)(1)<sup>16</sup> provides in pertinent part: "Any third-party agent who contracts with or is otherwise compensated by an Electric Supplier to sell electric generation services shall be a legal agent of the Electric Supplier." Conn. Gen. Stat. §16-245o(g)(9) further provides: "Each Electric Supplier shall file annually with the authority a list of any aggregator or agent working on behalf of such Supplier."

Pursuant to Conn. Gen. Stat. §§16-245o(h)(1) and (9), each Electric Supplier is required to submit Form 6 "Electric Supplier's Third-Party Agent" by no later than December 15, 2014. In the Form, "Agent Name" refers to the individual person who has acted on the Supplier's behalf; "Employer" refers to the Agency or Company, if any, for which the "Agent" is employed. For instance, supplier contracts with a marketing firm named ABC which employs John Smith to perform sales calls, the Agent Name on Form 5 would be "John Smith" and "Employer" would be ABC. This reporting requirement does not include mail fulfillment companies whose role is strictly printing and mailing of materials on a Supplier's explicit mailing instructions but plays no role in any other communication with prospects and customers.

Every supplier is required to submit this form in this docket by December 15, 2014, and going forward, this form must be completed and submitted in the supplier's

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<sup>16</sup> Prior to PA 14-75, subsection (h) was subsection (g).

then current licensing docket no later than October 1st annually. A protective order will not be issued for any information provided in Form 5, as this information is required by statute.

Conn. Gen. Stat. §16-245o further provides:

(h)(1) ...No third-party agent may sell electric generation services on behalf of an electric supplier unless (A) the third-party agent is an employee or independent contractor of such electric supplier, and (B) **the third-party agent has received appropriate training directly from such electric supplier.**

...

(j) **Any violation of this section shall be deemed an unfair or deceptive trade practice under subsection (a) of section 42-110b. Any contract for electric generation services that the authority finds to be the product of unfair or deceptive marketing practices or in material violation of the provisions of this section shall be void and unenforceable....**

(Emphasis added.)

In Written Exceptions some suppliers claimed that the Authority's reporting requirements for third-party agents are "overbroad and burdensome" and should be eliminated. Suppliers stated "...for marketing agencies, it is unclear that Suppliers can compel their third party agents to supply lists of employees, or that suppliers can control the accuracy of any such lists"<sup>17</sup> and that "suppliers contract with marketing companies, who in turn have employees and contractors. The suppliers compensate the marketing companies. The marketing companies in turn compensate their employees and contractors. As such, the third-party agent is the marketer, not its individual employees...."<sup>18</sup>

In enacting the provisions of Conn. Gen. Stat. §16-245o(h)(1), the Legislature aimed to hold suppliers accountable for their agents' actions. Additionally, in requiring suppliers to file annually a list of aggregators and agents working on their behalf, the Legislature provided the Authority and the Department of Consumer Protection better information and tools to protect consumers. The Authority takes seriously, compliance with this section and will investigate any supplier who fails to comply with Conn. Gen. Stat. §16-245o(h)(1).

## 2. Company Contact Information

Pursuant to Conn. Gen. Stat. §16-245p(c), the Authority hereby requires each supplier to file in this docket Form 5 "Update of Company Contact Information" no later than December 15, 2014.

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<sup>17</sup> Choice Energy Written Exceptions, dated August 12, 2014, p. 27.

<sup>18</sup> Discount Power Written Exceptions, dated August 7, 2014, p. 15.

Going forward, each supplier is required to submit this form in its then current licensing docket by July 31 annually, or within 10 days of any changes in the information provided.

## **I. SUPPLIER WORKING GROUP**

In Docket No. 10-06-24, the Authority established a working group, (Supplier Working Group) comprised of Suppliers, Aggregators, EDCs, and representatives of the OCC. The Supplier Working Group was established to address, in a collaborative manner, many of the issues that were discussed in Docket No. 10-06-24 such as “improvements to the Rate Board [and] any other particular concerns as they arise from time to time . . . for the purpose of having a mechanism in place to reach collaborative agreements and resolution of common issues.” See the March 16, 2011 Decision in Docket No. 10-06-24, pp. 30-32.

The PURA designated members of its staff to also participate in the Supplier Working Group and adjudicate if necessary any issues that could not be resolved by the group. The first Supplier Working Group meeting was held on April 1, 2011. See, Notice of Working Group Meeting, dated March 18, 2014, in Docket No. 10-06-24. Based on that meeting, the PURA issued directives regarding the following issues:

- Compliance filings for Order No. 5 in Docket No. 10-06-24;
- Rate Board issues such as layout, price filing form, etc.;
- Mid-cycle price changes and mid-cycle enrollments; and,
- EDC billing format.

See, Notice of Directive and Working Group Meeting, dated April 27, 2011, in Docket No. 10-06-24.

The PURA conducted the second Supplier Working Group meeting on July 12, 2011. The PURA identified additional issues that would be identified at the second meeting, invited participants to submit additional issues for consideration and anticipated issuing a Decision or Directive regarding these issues by August 1, 2011. See, Notice of Working Group Meeting, dated July 8, 2011, in Docket No. 10-06-24.

As a result of the merger of the Department of Environmental Protection and the former Department of Public Utility Control in July 2011, the PURA did not issue a Decision or Directive regarding the July 12, 2011 Supplier Working Group meeting and no further meetings were scheduled.

The Supplier Working Group process provided a cost-effective forum to address changes that are occurring in the retail energy market in Connecticut. The initial Supplier Working Group meeting assisted in resolving several market-related issues through a collaborative process. The PURA intends to reinstate the Supplier Working Group process.

### **III. ELECTRIC DISTRIBUTION COMPANIES**

#### **A. TRANSFER TO STANDARD SERVICE**

Conn. Gen. Stat. §16-244c(i), as amended by PA 14-75, provides in pertinent parts:

(6) An electric distribution company shall transfer a residential customer to the standard service rate not later than seventy-two hours after a receipt of a request from a residential customer eligible for standard service, provided such customer shall remain on the standard service rate for at least the remainder of that billing cycle. An electric distribution company shall transfer a residential customer to the electric generation service rate of an electric supplier not later than forty-five days after the electric distribution company receives from the supplier a successful enrollment of such residential customer.

The EDCs indicated that they are currently transferring or returning customers to Standard Service upon request and in advance of the customer's next meter read date. The EDCs do not have an automated or electronic process to handle these requests. As a result, the EDCs are manually processing these transfers.

It is unreasonable to require customers to speak directly to an EDC customer representative to request a transfer to Standard Service. Therefore, the Authority will require the EDCs to develop an electronic or other process to facilitate these requests. The EDCs will also be required to include business customers requesting a transfer to Standard Service in this process. Such electronic process should allow access to an appropriate page on each EDC's website from the Rate Board.

After any such mid-cycle transfer to Standard Service, the customer will be required to remain on Standard Service until their next scheduled meter read date. In addition, each EDC will be required to submit its plan to assure that residential and business customers are transferred to the electric generation service rate of a Supplier not later than 45 days after the EDC receives a successful customer enrollment from the Supplier.

#### **B. SWITCH BLOCK**

At present, CL&P and UI customers do not have the option to flag their electric account as "do not switch," that is, to remain on Standard Service even if the local EDC receives a Supplier enrollment. The EDCs believe they can provide this option at a relatively low cost. Suppliers believe this option should be made available but caution that it could lead to customer frustration if a customer later wants to switch but forgets he has requested "do not switch" status. Suppliers note that this option is intended to avoid slamming, the practice of unauthorized switching. They maintain the PURA should actively pursue Suppliers guilty of slamming, and "root them out" through enforcement rather than overlaying additional, burdensome administrative market rules. Tr. 3/25/14, pp. 775 and 766.

Providing a “do not switch” option to customers who wish to remain on Standard Service will provide a cost-effective and convenient way for customers who do not wish to participate in the Supplier market to do so. Such a mechanism will likely reduce the regulatory burden associated with investigations and enforcement. Customers who opt for “do not switch” status should automatically be flagged as “Suppliers do not contact” as well. There likely will be customers who forget they have selected the “do not switch” option. In these cases the enrollment should be identified as such when it is returned to the Supplier.

### **C. BILL INSERTS**

Conn. Gen. Stat. 16-245p(c) provides:

Each electric supplier and electric distribution company shall disclose to customers, in a manner prescribed by the authority and not less than annually, such information as the authority considers relevant. The authority may adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of this subsection.

Pursuant to Conn. Gen. Stat. §16-245p(c), the Authority has required the EDCs to issue quarterly supplier-related bill inserts.<sup>19</sup> The last PURA-directed quarterly insert was distributed in August 2014. Under the current schedule, an insert will be distributed in November 2014 and February 2015.

Conn. Gen. Stat. §16-245d(c), as amended by PA 14-75 and PA 14-94, now also requires the EDCs to distribute quarterly inserts for one year, as follows:

From the effective date of this section, and until one year after the effective date of this section, inclusive, each electric distribution company shall, on a quarterly basis, include the following items in a bill insert to each residential customer who obtains standard service or electric generation service from an electric supplier: (1) The standard service rate; (2) the term and expiration date of such rate; (3) any change to the standard service rate not later than forty-five days before the standard service rate is effective; and (4) before any reference to the term "standard service", the name of the electric distribution company.

The Authority’s directives and the mandate of Conn. Gen. Stat. §16-245d(c), as amended could result in the distribution of eight bill inserts, which would not serve the public interest. Therefore, the Authority will work with the EDCs to provide the information required under Conn. Gen. Stat. §16-245d(c), as amended, through the

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<sup>19</sup> Supplier-related inserts began in 2005 and have been revised over time. The insert was originally a list of Suppliers. The Authority then directed the EDCs to add Supplier generation offers and most recently (May 2014), the insert provided general education and directed consumers to [www.energizect.com](http://www.energizect.com) for a list of licensed Suppliers and other information consumers need to understand electric generation options.

current bill insert distribution process. The Authority notes that Conn. Gen. Stat. §16-245d(c), as amended, requires the EDCs to notify residential customers of “any change to the standard service rate not later than forty-five days before the standard service rate is effective.” At present, Standard Service generation rates change on January and July 1<sup>st</sup>, and are approved by the Authority approximately 45 days beforehand. As a result, the EDCs are unable to provide the change in generation rates in the timeframe required. The current Standard Service procurement and approval process may need to be modified to accommodate this statutory mandate.

The Authority issued a Notice of Request for Written Comment dated September 25, 2014, in Docket No. 14-01-01, Administrative Proceeding to Review The Connecticut Light and Power Company’s Rates and Charges Effective in 2014 and Standard Service and Supplier of Last Resort Service Procurements, and Docket No. 14-01-02, Administrative Proceeding to Review The United Illuminating Company’s Rates and Charges Effective in 2014 and Standard Service and Supplier of Last Resort Service Procurements, to determine how the current process for approving Standard Service rates could be modified to fulfill this statutory requirement.

Until the PURA completes its review of this matter, it will work with the EDCs to assure that consumers are timely notified about the change in Standard Service generation rates before the rates become effective and as soon as is practical under the current structure.

#### **D. PROCESSING OF BUSINESS CUSTOMER NAME CHANGES**

Currently when a commercial or industrial customer changes its name, whether because the company is under new ownership or for other business reasons, the customer is required to return to Standard Service for at least one month, regardless of whether the customer has contacted the EDCs in advance of the change and requested to remain with a supplier that had been serving the business. In some cases, the delays in processing are even longer than one month. It is generally not possible in Connecticut for a business customer to change its name without being dropped from supplier service for some period of time, regardless of the customer’s wishes.

Under the CL&P and UI supplier tariffs, a customer may move within a service territory without being dropped if it notifies the EDC in advance. A seamless transition for a business’ name change should be possible, and therefore, the Authority hereby requires the EDCs to work with the Suppliers to develop a workable procedure to enable a seamless transition for business customers.

#### **IV. ORDERS**

For the following Orders, provide an original and two copies of the requested documentation to the PURA Executive Secretary, Ten Franklin Square, New Britain, Connecticut 06051 and file an electronic version through the Authority’s website at [www.ct.gov/pura](http://www.ct.gov/pura). Submissions filed in compliance with the Authority Orders must be identified by all three of the following: Title, Docket number and Order Number.

1. Beginning on January 1, 2015, each Supplier shall submit for posting to the Rate Board all generally available offers in the supplier's current licensing docket as discussed in Section II.B.2.c, herein and suppliers are required to honor all rates posted to the Rate Board.
2. No later than December 15, 2014, any supplier that has provided any renewable offers or products to any customers in Connecticut from May 1, 2014 to the present, shall submit to the Authority, a report showing for the May 1-September 30, 2014 period and for each type of renewable offer or product sold or offered: (A) description of the renewable offer or product; (B) all applicable marketing materials and/or screenshots of the supplier's webpages that the supplier used to promote or market such renewable offer or product; (C) all applicable rates charged for such offer or product; (D) the number of customers currently enrolled to receive such offer or product; (E) the total MWh sold for each offer or product for each month; (F) the quantities and renewable sources the supplier has used for the contents of the renewable offer or product (e.g., 100 CT Class I RECs); and (G) evidence of RECs bought (e.g., if CT Class I RECs were used, provide GIS report showing the number of CT Class I RECs retired for that purpose; or if Green-E RECs were used, provide a certificate from Green-E showing the number of RECs purchased).
3. No later than December 15, 2014, each supplier shall submit to the Authority either: (A) a statement that the supplier is currently not providing any renewable offer or product, and has no plans to offer any renewable offer or product before May 1, 2015, or (B) a report displaying all renewable offers or products to be offered by the supplier after the date of this Decision, showing: (i) a list of the renewable offers or products; (ii) a description of each offer or product; (iii) the renewable sources to be used for each offer or product; (iv) the dates on which such offers or products will be made available to the public; and (v) all marketing materials, screenshots of relevant webpages and standard contracts revised to be consistent with Conn. Gen. Stat. §16-245o(h) to be used for each renewable offer or product.
4. No later than November 28, 2014, each supplier shall submit to the Authority a link to the supplier's web site, which must be compliant with all the requirements prescribed in this Decision as discussed in Section II.C.1., herein.
5. No later than November 28, 2014, each supplier shall submit to the Authority for approval (A) all standard service contract(s) and (B) all standard renewal notices, revised to be compliant with all applicable statutory and PURA mandates as discussed in this Decision.
6. No later than February 1, 2015, each supplier shall submit a statement to the Authority: (A) attesting that the supplier has completed issuing the first quarterly notice in compliance with the requirements set forth in Section II.D.2 of this Decision, (B) providing the total number of notices sent and (C) a copy of the actual notice.

7. No later than May 1, 2015, each supplier shall submit a statement to the Authority: (A) attesting that the supplier has completed issuing the second quarterly notice in compliance with the requirements set forth in Section II.D.2 of this Decision, (B) providing the total number of notices sent and (C) a copy of the actual notice.
8. No later than August 1, 2015, each supplier shall submit a statement to the Authority (A) attesting that the supplier has completed issuing the third quarterly notice in compliance with the requirements set forth in Section II.D.2 of this Decision, (B) providing the total number of notices sent and (C) a copy of the actual notice.
9. No later than October 1, 2015, each supplier shall submit a statement to the Authority (A) attesting that the supplier has completed issuing the fourth quarterly notice in compliance with the requirements set forth in Section II.D.2 of this Decision, (B) providing the total number of notices sent and (C) a copy of the actual notice.
10. No later than December 1, 2014, any supplier currently providing a renewable or green product shall submit to the Authority all applicable standard contracts, marketing materials and print out images of the supplier's website describing or providing information concerning the supplier's renewable or green products and sources of the renewable credits for the past 12 months.
11. No later than February 1, 2015, each supplier providing services to customers in the UI service territory shall submit to the Authority (A) a list of all TOU rates offered, categorized by customer classes, and (B) print out images of the supplier's website showing how TOU rate information is provided to customers.
12. No later than December 1, 2014, UI shall submit its plan and related messaging to notify customers on an ongoing basis regarding the availability of TOU meters.
13. No later than February 1, 2015, each supplier providing service to larger customers in the CL&P service territory shall submit to the Authority (A) a list of all TOU rates offered, categorized by customer classes, and (B) print out images of the supplier's website showing how TOU rate information is provided to customers.
14. No later than January 15, 2015, CL&P shall submit to the Authority a report describing its implementation of an electronic process and/or other means to transfer customers to (A) Standard Service generation within 72 hours of such request, and (B) a Supplier within 45 days of a successful enrollment.
15. No later than January 15, 2015, UI shall submit to the Authority a report describing its implementation of an electronic process and/or other means to transfer customers to (A) Standard Service generation within 72 hours of such request, and (B) a Supplier within 45 days of a successful enrollment.



16. No later than December 15, 2014, CL&P shall submit its plan showing how the company will (A) implement the “do not switch” option for customers to block their accounts from unauthorized switching from Standard Service as discussed in Section III.B, and (B) distribute information or educate customers about the “do not switch” option. The “do not switch” option shall be implemented on or before January 15, 2015.
17. No later than December 15, 2014, UI shall submit its plan showing how the company will (A) implement the “do not switch” option for customers to block their accounts from unauthorized switching from Standard Service as discussed in Section III.B, and (B) distribute information or educate customers about the “do not switch” option. The “do not switch” option shall be implemented on or before January 15, 2015.
18. No later than December 15, 2014, each supplier shall submit in this docket Form 5 “Electric Supplier’s Third-Party Agent” form.
19. No later than December 15, 2014, each supplier shall submit in this docket Form 4 “Update of Company Contact Information.”
20. No later than February 15, 2015, each supplier shall demonstrate that it has the capability to provide customer notification through: (1) United States mail, (2) electronic mail, (3) text message, (4) an application on a cellular telephone, and (5) a third-party notification service

## **V. STANDARD FORMS**

**FORM 1 - SUPPLIER QUARTERLY NOTIFICATION**  
Supplier [Company] Logo

Date

John Smith  
123 Main Street  
Anytown, CT 06060

Dear Mr. Smith:

The Public Utilities Regulatory Authority (PURA) requires each licensed Electric Supplier to disclose information about its generation service rates and service plans to all customers, and pursuant to Connecticut state law, [Company] is providing you the following information:

- Your current generation rate is **\$0.0000/kWh**. You are currently under a [choose: {**Fixed plan**, which means your generation rate will remain fixed until date} or {**Variable-Daily plan**, which means your generation rate may change daily} or {**Variable-Weekly plan**, which means your generation rate may change weekly} or {**Variable-Monthly plan**, which means your generation rate may change on your next meter read date.}]
- Your generation rate will be **\$0.0000/kWh** for your next billing cycle that begins on or about [date].
- Pursuant to Connecticut state law, under Variable plans licensed suppliers can increase your rate up to 25% without notifying you of the increase.
- Based on your last electric bill you used \_\_\_ kWh. Under your current service plan with [Company] you paid \$\_\_\_ for the generation portion of that bill. If you had been on [CL&P/UI] Standard Service, you would have paid \$\_\_\_ for the generation portion of your electric bill. The table below shows this comparison.

	Generation Rate/kWh	Generation Cost
[Company]	\$0.0000	\$000.00
<b>CL&amp;P/UI Standard Service</b>	\$0.0000	\$000.00

- Your service contract/agreement with [Company] began on [date] and will [choose: {end on date} or {remain indefinitely until terminated by either you or [Company]}].
- An Early Termination Fee of \$\_\_\_ can be assessed if you cancel your service with [Company] before [date] OR There is no Early Termination Fee.
- The [CL&P/UI] Standard Service generation rate is \$0.0000/kWh and is fixed until [DATE].

Contact us at xxx-xxx-xxxx for more information about your generation rate and options. To discontinue electric generation service with [Company], you must choose another Electric Supplier or contact [CL&P/UI] to return to Standard Service. You can return to Standard Service within 72 hours by contacting [CL&P/UI].

- Visit [www.EnergizeCT.com](http://www.EnergizeCT.com) for more information about Choosing an Electric Supplier.

Sincerely,  
[Company]

**FORM 2 - END OF A FIXED PLAN**  
Supplier Logo

Date

John Smith  
123 Main Street  
Anytown, CT 06060

**Important Notice – Your Fixed Rate Ends on [date]**

Dear Mr. Smith:

As required by Connecticut state law, [Company] is providing notice that your Fixed plan for electric generation services with [Company] will end on **[customer's next meter read date]**. Your current generation rate is \$0.0000/kWh. If you choose to stay with [Company], your service plan will convert to a [choose: {**Variable-Daily plan**, which means your generation rate may change daily and the rate will be **\$0.0000/kwh**} or {**Variable-Weekly plan**, which means your generation rate may change weekly and the rate will be **\$0.0000/kWh**} or {**Variable-Monthly plan**, which means your generation rate may change on your meter read date and the rate will be **\$0.0000/kWh**} or {another **Fixed** plan for a term of \_ billing cycles, which means your generation rate will remain fixed until [date] and the rate will be **\$0.0000/kwh**].

The following table shows the rates [Company] billed customers under its Variable rate plans during the previous twelve months and the [C&P or UI] Standard Service rates for the same period:

Highest & Lowest Variable Generation Rates Charged by [Company] and [CL&P or UI] Standard Service Rate (Values shown in \$/kWh)												
Month	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
Highest Rate	\$0.190	\$0.213	\$0.219	\$0.182	\$0.162	\$0.164	\$0.232	\$0.315	\$0.325	\$0.325	\$0.225	\$0.215
Lowest Rate	\$0.102	\$0.111	\$0.100	\$0.070	\$0.072	\$0.082	\$0.096	\$0.102	\$0.123	\$0.118	\$0.100	\$0.105
UI or CL&P Rate*	\$0.076	\$0.076	\$0.076	\$0.076	\$0.076	\$0.076	\$0.076	\$0.092	\$0.092	\$0.092	\$0.092	\$0.092

\* Supplier to use applicable EDC and rate

The rate of \$0.0000/kWh will be applied to electricity used during your next billing cycle or until [date]. Pursuant to Connecticut state law, under Variable plans [Company] can increase your rate up to 25% without notifying you of the increase.

Contact us at xxx-xxx-xxxx for more information about your generation rate and options. If you wish to discontinue your electric generation service from [Company], you must choose another Electric Supplier or return to [CL&P/UI's] Standard Service. You can return to Standard Service within 72 hours by contacting [CL&P/UI]. Visit [www.EnergizeCT.com](http://www.EnergizeCT.com) for more information about choosing an Electric Supplier.

You have selected to receive notice about your rates and service plan by [method selected by customer]. Under Connecticut law, you may elect to receive written notification by U.S. mail, e-mail, text message, cell phone application, or third-party notification service. To change your method of notification, please [provide info for customer to change method].

Sincerely,  
[Company]

**FORM 3 – NOTICE OF VARIABLE RATES**

Supplier Logo

Date

John Smith  
123 Main Street  
Anytown, CT 06060

**Important Notice – You Will Be Charged Variable Rates**

Dear Mr. Smith:

As required by Connecticut state law, [Company] is providing notice that **beginning on [date]**, you will be charged **Variable rates** for your electric generation service from [Company]. You [are currently] or [will be] on a [choose: {**Variable-Daily plan**, which means your generation rate may change daily} or {**Variable-Weekly plan**, which means your generation rate may change weekly} or {**Variable-Monthly plan**, which means your generation rate may change monthly}].

On [CUSTOMER’S NEXT METER READ DATE], your rate will [increase/decrease] to **\$0.0000/kWh** and will be effective to [date]. **Pursuant to Connecticut state law, under Variable plans electric suppliers can increase your rate up to 25% at any one time without notifying you of the increase.**

The following table shows the rates [Company] billed customers under its Variable rate plans and [C&P or UI] Standard Service rates during the previous twelve months:

Highest & Lowest Variable Generation Rates Charged by [Company] and [CL&P or UI] Standard Service Rate (Values shown in \$/kWh)												
Month	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
Highest Rate	\$0.190	\$0.213	\$0.219	\$0.182	\$0.162	\$0.164	\$0.232	\$0.315	\$0.325	\$0.325	\$0.225	\$0.215
Lowest Rate	\$0.102	\$0.111	\$0.100	\$0.070	\$0.072	\$0.082	\$0.096	\$0.102	\$0.123	\$0.118	\$0.100	\$0.105
UI or CL&P Rate*	\$0.076	\$0.076	\$0.076	\$0.076	\$0.076	\$0.076	\$0.076	\$0.092	\$0.092	\$0.092	\$0.092	\$0.092

\* Supplier to use applicable EDC and rate

Contact us at xxx-xxx-xxxx for more information about your generation rate and options. If you wish to discontinue your electric generation service from [Company], you must choose another electric supplier or return to [CL&P/UI’s] Standard Service. You can return to Standard Service within 72 hours by contacting [CL&P/UI]. Visit [www.EnergizeCT.com](http://www.EnergizeCT.com) for more information about choosing an electric supplier.

You have selected to receive notice about your rates and service plan by [method selected by customer]. Under Connecticut law, you may elect to receive written notification by U.S. mail, e-mail, text message, cell phone application, or third-party notification service. To change your method of notification, please [provide info for customer to change method].

Sincerely,  
[Company]

## FORM 4 – 25% INCREASE IN GENERATION RATE

Supplier Logo

Date

Customer John Smith  
123 Main Street  
Anytown, CT 06060

### Important Notice – 25% Increase in Your Generation Rate

Dear Mr. Smith:

Thank you for being a customer of [Company]. Connecticut state law requires each licensed Electric Supplier to notify customers if their generation service rate is increased by 25% or more.

Pursuant to that law, [Company] is notifying you that **beginning on [date], your generation price will increase to \$0.0000/kWh.** You are currently on a [Variable-Daily/Variable-Weekly/Variable-Monthly/Fixed] Plan. Your current price with [Company] is \$0.0000/kWh effective through [date].

[For changes in Terms and Conditions, provide clearly: the current terms and conditions, the new terms and conditions, and the effective date].

Contact us at xxx-xxx-xxxx for more information about your generation rate and options. If you wish to discontinue your electric generation service from [Company], you must choose another Electric Supplier or return to [CL&P/UI's] Standard Service by your next meter read date of \_\_\_\_\_. You can return to Standard Service within 72 hours by contacting [CL&P/UI]. Visit [www.EnergizeCT.com](http://www.EnergizeCT.com) for more information about Choosing an Electric Supplier.

Sincerely,  
[Company]

**FORM 5 - UPDATE OF COMPANY CONTACT INFORMATION**

**UPDATE OF COMPANY CONTACT INFORMATION**

Date Submitted: \_\_\_\_\_

Name of Electric Supplier: \_\_\_\_\_  
*(including d/b/a, if any)*

Company website: \_\_\_\_\_

Company Address: \_\_\_\_\_

Docket No.: \_\_\_\_\_

<p>Contact Person for Customer Service:</p> <p>_____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>Contact Person for RPS Compliance matters:</p> <p>_____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Email: _____</p>
<p>Contact Person for the Reporting of Gross Revenues and annual assessment pursuant to C.G.S. §16-49:</p> <p>_____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>Contact Person for general Regulatory Compliance matters:</p> <p>_____</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Phone: _____</p> <p>Email: _____</p>

## FORM 6 – ELECTRIC SUPPLIER’S THIRD-PARTY AGENTS

Date Submitted: [Click here to enter a date.](#)

Name of Electric Supplier: \_\_\_\_\_  
(including d/b/a, if any)

Docket No.: \_\_\_\_\_

An Electric Supplier is required to provide the following information for each third-party agent working on behalf of the Supplier during the specified reporting period. “Agent” is defined as any person who: (1) contracts with OR is otherwise compensated by a Supplier to sell electric generation services; (2) makes telemarketing calls on the behalf of a Supplier with the goal of either providing electric supply information or soliciting customers for electric generation services; or (3) distributes, via U.S. postal mail, e-mail or hand out, any marketing materials promoting electric supply options or soliciting customers for electric generation services.

Reporting Period: [Click here to enter a date.](#) through [Click here to enter a date.](#)

Agent Name: Employer: Address: Tasks Performed: Date of Training: Dates Active:	Agent Name: Employer: Address: Tasks Performed: Date of Training: Dates Active:
Agent Name: Employer: Address: Tasks Performed: Date of Training: Dates Active:	Agent Name: Employer: Address: Tasks Performed: Date of Training: Dates Active:
Agent Name: Employer: Address: Tasks Performed: Date of Training: Dates Active:	Agent Name: Employer: Address: Tasks Performed: Date of Training: Dates Active:





Service List for Docket # or Category:  
13-07-18

P = Party

IN = Intervenor

TS = To Be Served

PC - Participant

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PC - Participant

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Service List for Docket # or Category:  
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P = Party

IN = Intervenor

TS = To Be Served

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**DOCKET NO. 13-07-18 PURA ESTABLISHMENT OF RULES FOR ELECTRIC SUPPLIERS AND EDCS CONCERNING OPERATIONS AND MARKETING IN THE ELECTRIC RETAIL MARKET**

This Decision is adopted by the following Commissioners:

Michael A. Caron

Arthur H. House

John W. Betkoski, III

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Decision issued by the Public Utilities Regulatory Authority, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.



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Nicholas E. Neeley  
Acting Executive Secretary  
Public Utilities Regulatory Authority

November 5, 2014

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Date



