

## APPENDIX C

### Consumer Protection Rules

Public Act No. 15-113, *An Act Establishing a Shared Clean Energy Facility Pilot Program*, as amended by Public Act 16-116, *An Act Concerning the Shared Clean Energy Facility Pilot Program* (“the Act”), requires the Department of Energy and Environmental Protection (“DEEP”), in pertinent part, to establish consumer protections including, but not limited to, disclosures to be made to Subscribers and potential Subscribers with respect to DEEP’s Shared Clean Energy Facilities Pilot Program.

#### 1. Scope

The rules established herein serve to provide certain terms, disclosures, and other consumer protection provisions applicable to interactions and transactions by and between a Subscriber Organization or an Agent on behalf of the Subscriber Organization, a Customer of an Electric Distribution Company, and/or a Subscriber or a Prospective Subscriber of a Shared Clean Energy Facility participating in DEEP’s Shared Clean Energy Facilities Pilot Program. These rules do not limit the authority of DEEP or the Public Utilities Regulatory Authority (“PURA”).

#### 2. Subscriptions

##### a. Customer Eligibility and Subscription Limitations

- i. A Customer may subscribe to a Shared Clean Energy Facility that is located in the same electric distribution company (“EDC”) service territory as the individual billing meter assigned to the Customer.
- ii. Customers of all rate classes are eligible to subscribe to a Shared Clean Energy Facility.
- iii. A Subscription allocation cannot exceed 100% of the Customer’s historic average annual electricity consumption at the premises, or in the event of new premises, the estimated historic average annual electricity consumption, as determined by the EDC.
- iv. A Customer may not have a Subscription that exceeds 40% of the estimated kWh of the Shared Clean Energy Facility.

- v. The aggregate of Subscription(s) allocated to commercial and/or industrial Customers cannot exceed 60% of the estimated kWh of the Shared Clean Energy Facility.
- vi. The total of all Subscription allocations cannot exceed 100% of the estimated kWh of the Shared Clean Energy Facility.
- vii. A Customer may only have one Subscription with one Subscriber Organization associated with one Shared Clean Energy Facility under the Shared Clean Energy Facilities pilot program.
- viii. A Customer must be deemed creditworthy by the Subscriber Organization.

b. Creditworthiness

A Subscriber Organization shall apply uniform income, Security Deposit, and credit standards for the purpose of making a decision as to whether to offer a Subscription to Customers within a given class, provided that a Subscriber Organization may apply separate sets of uniform standards for the purpose of promoting participation by Customers of low- to moderate-income, and/or participation by landlords or entities responsible for Master-metered Multi-unit Buildings that provide housing for tenants of low- to moderate-income.

c. Customer Consent Requirement

- i. No entity or person shall subscribe a Customer to a Shared Clean Energy Facility without the Customer's written or electronic signature, as defined in section 1-267 of the General Statutes, on a Subscriber Agreement.
- ii. A voice recording or verbal consent over the telephone cannot constitute the written or electronic signature by the Customer that is required to demonstrate a Customer's consent.
- iii. A Customer shall have the opportunity to dispute consent if consent was not granted in accordance with this subsection.

**3. Discrimination Prohibited**

- a. A Subscriber Organization shall not discriminate against a Customer based, wholly or partly, on race, color, creed, national origin, or gender of an applicant for a Subscription or for any arbitrary, capricious, or unfairly discriminatory reason.

- b. A Subscriber Organization may not refuse to provide service to a Customer based on the economic character of a geographic area or the collective credit reputation of the area.
- c. A Subscriber Organization may not refuse to provide service to a Customer except by the application of standards that are reasonably related to a Subscriber Organization's economic and business purposes and the standards set in the RFP for the Shared Clean Energy Facilities pilot program.

#### **4. Marketing and Sales Activities**

##### **a. Advertising**

- i. A Subscriber Organization may advertise its Subscription offer.
- ii. A Subscriber Organization may not engage in a marketing or trade practice that is unfair, false, misleading, or deceptive.
- iii. A Subscriber Organization may not disseminate any advertisement in a language other than English without including therein all required disclosures or limitations on the Subscription offer advertised in the language principally used in the advertisement.
- iv. No material terms shall be advertised in less than an 11 point font.
- v. No advertisement or material used for the purposes of marketing or sales activities may include a representation that the Customer or Prospective Subscriber is or will be directly using clean energy from the associated Shared Clean Energy Facility.
- vi. A Subscriber Organization may claim that its Subscription offer enables a Customer or a Prospective Subscriber to support the development of the associated Shared Clean Energy Facility which will produce clean energy to the benefit of all ratepayers.

##### **b. Marketing Disclosures**

- i. The information used by a Subscriber Organization for the purposes of marketing or sales activities shall include the approval designation given by DEEP to the Shared Clean Energy Facility pilot project as a result of the RFP bidding process, for the limited purposes of the Shared Clean Energy Facilities pilot program.
- ii. When a Subscription Fee is quoted, the following disclosures are required:
  - (a). The information required in the Subscriber Agreement described in Section 7.b of these rules;

- (b). A statement that the Subscription Fee quoted is only for the specified offer provided by the Subscriber Organization; and
- (c). The expiration date of the specified Subscription offer.

c. Website

A Subscriber Organization shall maintain a website that enables the Subscriber Organization to post on the Internet readily understandable information about its Subscription offer(s), price(s), the Subscription Method(s), and any other mandated disclosures.

d. Misrepresentation by Subscriber Organization

- i. A Subscriber Organization must make clear, in its marketing materials and its sales scripts, that it is not affiliated with the EDCs or any government entity or program other than the Pilot Program.
- ii. A Subscriber Organization may not use the name, bills, marketing materials or consumer education materials of another Subscriber Organization, regulated utility, or government agency in a way that suggests a relationship that does not exist.
- iii. A Subscriber Organization may not say or suggest to a Customer that the Customer is required to choose a Subscriber Organization, or required to participate in the Shared Clean Energy Facilities pilot program.

e. Agents

- i. Responsibility for Agents
  - (a). A Subscriber Organization may use an Agent or Agents to conduct marketing or sales activities on behalf of the Subscriber Organization.
  - (b). A Subscriber Organization is responsible for any fraudulent, deceptive, or other unlawful marketing or sales activities performed by the Agent or its Agents while marketing or conducting sales activities on behalf of the Subscriber Organization.
- ii. Agent Qualifications and Standards
  - (a). A Subscriber Organization shall develop qualifications and standards for individuals it chooses to hire as its Agents.
  - (b). A Subscriber Organization may not hire an individual that fails to meet its qualifications and standards.

- (c). A background check of the criminal history record from every state in which a potential Agent has resided within the last twelve (12) months shall be performed on each Agent prior to that Agent engaging in any marketing or sales activity on behalf of the Subscriber Organization.
- (d). A Subscriber Organization shall periodically audit whether the background checks have been completed.
- (e). An Agent shall sign a confidentiality agreement to keep personally identifiable information confidential, subject to Section 6.e of these rules.

iii. Agent Training

An Agent shall be trained directly by the associated Subscriber Organization about:

- (a). The terms and conditions of the RFP, the Tariff and the associated Terms and Conditions contained therein;
- (b). Information about the associated Shared Clean Energy Facility;
- (c). The terms of the Subscription offer for the associated Shared Clean Energy Facility;
- (d). The terms of the standard Subscriber Agreement consistent with the RFP;
- (e). Applicable federal, state and municipal laws;
- (f). Applicable regulations and local ordinances; and
- (g). Ethical and responsible sales practices including, but not limited to, those set forth in Sections 5.e.iv, 5.e.v, and 5.f of these rules.

iv. Agent Identification

- (a). A Subscriber Organization shall issue to each of its Agents an identification badge.
- (b). The identification badge shall be worn and be prominently displayed when an Agent is conducting door-to-door activities or appearing at public events on behalf of a Subscriber Organization.
- (c). The identification badge worn by the Agent must:
  - (i). Accurately identify the associated Subscriber Organization, its trade name and logo;
  - (ii). Display the Agent's photograph;
  - (iii). Display the Agent's full name any other identification number(s) assigned to the Agent by the Subscriber Organization; and
  - (iv). Display a customer-service telephone number for the Subscriber Organization.

- (d). The identification badge shall not contain any information referring to the EDCs or any government agency.
- v. Misrepresentation by Agent
  - (a). When conducting door-to-door activities or appearing at public events on behalf of a Subscriber Organization, an Agent may not wear apparel or accessories or carry equipment that contains branding elements that suggest a relationship that does not exist with a utility, government agency, or another Subscriber Organization.
  - (b). An Agent of a Subscriber Organization may not say or suggest to a Customer that the Customer is required to choose a Subscriber Organization, or participate in the Shared Clean Energy Facilities pilot program.
- f. Solicitations
  - i. Door-to-door and Other In-person Sales Activities
    - (a). A Subscriber Organization and its Agents shall comply with local government ordinances regarding door-to-door and other in-person sales activities, and any other applicable consumer protection law.
    - (b). A Subscriber Organization and its Agents may not conduct any door-to-door sales activity before 9 a.m. or after 6 p.m.
    - (c). A Subscriber Organization shall establish a policy that requires its Agents to terminate a sales activity with a Customer if the Customer is incapable of understanding and responding to the information being conveyed by the Agent or expresses any hesitancy about such capability.
    - (d). Upon initial contact with a Customer when conducting door-to-door activities, an Agent shall:
      - (i). Identify the Subscriber Organization that the Agent represents;
      - (ii). State that the Agent is not working for and is independent of an EDC, any Electric Supplier, any government agency, or another Subscriber Organization.
    - (e). An Agent shall offer a Customer a business card or other material that lists:
      - (i). The name, telephone number, and email address of Subscriber Organization represented by the Agent;

- (ii). The approval designation given by DEEP to the Shared Clean Energy Facility pilot project as a result of the RFP bidding process; and
    - (iii). The Agent's full name and any other identification number(s) assigned to the Agent by the Subscriber Organization.
  - (f). An Agent shall immediately leave a residence or a business when requested to do so by a Customer or the owner or an occupant of the premises, or if the Customer does not express an interest in what the Agent is attempting to offer.
  - (g). When an Agent completes a transaction with a Customer, the Agent shall provide, before the Agent leaves the Customer's premises, a copy of each document that the Customer signed or initialed relating to the transaction.
- ii. Telephone Solicitations
  - (a). A Subscriber Organization that solicits Customers by telephone shall comply with all applicable State and federal law.
  - (b). A Subscriber Organization may not conduct a residential customer telephone solicitation before 9 a.m. or after 8 p.m.
  - (c). An Agent conducting a telephone solicitation shall:
    - (i). Identify the Subscriber Organization that the Agent represents;
    - (ii). State that the Agent is not working for and is independent of an EDC, an Electric Supplier, any government agency, or another Subscriber Organization; and
    - (iii). Provide the Agent's full name and any other identification number(s) assigned to the Agent by the Subscriber Organization.
- g. Retention of Materials, Records and Recordings
  - i. A Subscriber Organization shall maintain the following records and materials for a period of no less than six (6) years after the end of the relationship:
    - (a). Customer records;
    - (b). Employment records;
    - (c). Agent disciplinary history;
    - (d). Records of agent training; and
    - (e). Agent confidentiality agreements.

- ii. A Subscriber Organization shall retain copies of all marketing materials, sales scripts, and agent training materials that it or its Agents are using or have used during the last six (6) years, at a minimum.
- iii. A Subscriber Organization shall maintain recordings of all telephone sales calls for one year after such call is made.
- iv. A Subscriber Organization shall maintain all records relating to any inquiry or dispute it has received for a period of no less than six (6) years following resolution of such inquiry or dispute.
- v. A Subscriber Organization shall provide DEEP and PURA with access to the materials, records and recordings maintained pursuant to this section, including confidential information.

## **5. Protections on Personally Identifiable Information**

- a. Except as provided in subsections b and c below, or as required by DEEP or PURA, the Subscriber Organization may not disclose energy usage or personally identifiable information about a Subscriber, or a Subscriber's billing, payment, and credit information without the Subscriber's consent.
- b. A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information for the purpose of facilitating billing, bill collection, and credit reporting.
- c. A Subscriber Organization may disclose a Subscriber's billing, payment, and credit information at the request of the Consumer Affairs Unit of PURA relative to an inquiry, complaint or dispute submitted by that Subscriber pursuant to Section 7.1.ii of these rules.
- d. A Subscriber Organization shall provide a Subscriber or a prospective Subscriber with a copy of its subscriber information privacy policy.

## **6. Subscriber Agreement**

Every Customer must receive and consent in writing to a written Subscriber Agreement.

### **a. Contract Term**

- i. The Subscriber Agreement shall stipulate the length of the contract term, and its effective date and ending date, as set for the Subscriber.
- ii. The Subscriber Agreement shall stipulate the events whereby the occurrence of one or more or those events shall effectively terminate the Subscriber Agreement unless prior notice is provided and an earlier termination date is specified in such notice.

b. Subscription Fee and Credit to Be Delivered to Subscriber

A Subscriber Agreement shall provide a plain language disclosure of the Subscription Fee and the Credit to be delivered to the Subscriber, including:

- i. The price of the Subscription Fee;
- ii. What is being purchased by the Subscription Fee;
- iii. Whether the Subscription Fee is under a Fixed Purchase Arrangement or a Monthly Payment Arrangement;
- iv. The terms, if any, under which the Subscription Fee may change over the term of the Subscriber Agreement, subject to advance notification of no less than sixty (60) days to the Subscriber;
- v. The Subscriber Credit expressed on a dollars per kilowatt-hour (\$/kWh) basis;
- vi. The methodology to determine the kWhs associated with the Subscriber Credit that the Subscriber is purchasing each month over the term of the Subscriber Agreement (e.g., kWhs based on percentage of the generation output from the Shared Clean Energy Facility);
- vii. That the Credit being purchased is an estimated amount;
- viii. If the Credit purchased is estimated, an explanation of how the real value will be determined;
- ix. The terms, if any, under which the rate at which the Credit is determined may be changed over the term of the Subscriber Agreement, subject to advance notice of not less than sixty (60) days to the Subscriber; however, the Credit cannot change based on the Subscription level pursuant to Section 3.1 of the RFP;
- x. An estimate of the long term forecast of Shared Clean Energy Facility output and the resulting Credit a Subscriber can expect to receive based on the Subscription Method;
- xi. The Subscription Method for administering the billing and payment of the Subscriber Fee; and
- xii. The method for the delivery of the Credit to the Subscriber.

c. Security Deposit

- i. A Subscriber Organization may require a Security Deposit from a Subscriber to protect the Subscriber Organization against nonpayment of future Subscription Fees.
- ii. A Subscriber Organization may, at its option, and by agreement, provide for installment payments of any Security Deposit.

d. Recurring Charges, Non-recurring Charges, and Other Penalties

All recurring charges, non-recurring charges, and other penalties shall be clearly detailed in the Subscriber Agreement, including but not limited to, interest fees or other fees for nonpayment, and the conditions in which a Subscriber may be deemed in default.

e. Subscription Downsizing

- i. For Subscriptions other than a Fixed Purchase Agreement, a Subscriber may downsize the size of his/her allotment of an associated Shared Clean Energy Facility's energy output under an existing Subscription, subject to advance notification by the Subscriber to the Subscriber Organization of no less than thirty (30) days.
- ii. The Subscription at the downsized allotment shall take effect at the beginning of the Subscriber's next billing period following the 30-day notification period.
- iii. A Subscriber Organization shall not charge or collect a fee for:
  - a. The downsizing of a Subscription allotment based on inaccurate estimates for a new customer without historical usage;
  - b. The downsizing of a Subscription allotment of up to 20 percent within the first six (6) months or up to 5 percent thereafter at the same premises; or
  - c. The downsizing of a Subscription allotment due to the relocation of a Subscriber to new premises, as provided by subsection f.ii of these rules.

f. Subscription Portability

- i. A Subscriber may change premises and continue a Subscription at the new premises, so long as:
  - (a). An individual billing meter for electric service exists at the new premises;
  - (b). The individual billing meter at the new premises is within the same service territory as the EDC serving the associated Shared Clean Energy Facility; and
  - (c.) The Subscriber is established as the Customer of record for electric service with the EDC at the new premises.
- ii. If such Subscriber elects to continue the Subscription at the new premises, an amended Subscriber Agreement shall be executed, subject to a reassessment of the Subscription allotment to reflect historic average annual electric usage at the new premises if the Subscription Method is based on the energy usage of the Subscriber, so long as all other terms and conditions of the Subscriber Agreement remain the same.

- iii. The Subscriber Organization shall provide the Subscriber with a copy of the amended Subscriber Agreement within seven (7) business days from its execution date.
  - iv. A Subscriber Organization may not charge a Subscriber who moves within the same service territory a fee to continue the Subscription to the individual billing meter at the new premises.
  - v. If such Subscriber is eligible to continue the Subscription at the new premises but elects not to do so, such action shall be subject to subsections h.i and h.iii below.
- g. Subscription Transferability
- i. A Subscriber in a Monthly Payment Arrangement cannot transfer a Subscription, in whole or in part, to another Customer.
  - ii. A Subscriber in a Fixed Purchase Arrangement may transfer a Subscription to another Customer subject to review by the Subscriber Organization of that Customer's eligibility under Section 3.b.i-iii of these rules and subsection iii below.
  - iii. The transfer of a Subscription in a Fixed Purchase Arrangement that is treated as LMI is restricted to another Customer who qualifies as LMI.
- h. Early Cancellation of Subscription by Subscriber
- i. Notification of Early Cancellation
    - (a). A Subscriber seeking early cancellation of a Subscriber Agreement must provide written notification at least thirty (30) days in advance to the associated Subscriber Organization of any early cancellation of the Subscriber Agreement.
    - (b). A written notification of early cancellation shall include the circumstances under which an early cancellation is sought by the Subscriber.
  - ii. Early Cancellation without Damages

A Subscriber may seek early cancellation of a Subscription, without damages, if one or both of the following circumstances can be demonstrated:

    - (a). The Subscriber will not be the Customer billed at the individual billing meter and is relocating to new premises wherein the individual billing meter is not within the same service territory as the EDC that serves the associated Shared Clean Energy Facility, provided the Subscriber gives the Subscriber Organization 90 days' notice; or

- (b). The Subscriber will not be the Customer billed at the individual billing meter and is relocating to new premises that lack an individual billing meter for electric service, provided the Subscriber gives the Subscriber Organization 90 days' notice.
  - iii. Early Cancellation with Damages
    - (a). A Subscriber Organization may impose damages upon a Subscriber in a Monthly Payment Arrangement who seeks early cancellation of a Subscription if neither of the circumstances identified in Section 6.h.ii of these rules applies.
    - (b). A Subscriber Organization may impose damages upon a Subscriber in a Fixed Purchase Arrangement who seeks early cancellation of a Subscription, and is unable to transfer the Subscription in accordance with Section 6.g.ii, above, if neither of the circumstances identified in Section 6.h.ii of these rules applies.
    - (c). A Subscriber Organization may impose one or both of the following remedies for damages:
      - (i). An Early Cancellation Fee of no more than the value of the Monthly Payment Arrangement fee for three months, or the equivalent of three months Credit value, outlined in the Subscriber Agreement; and/or
      - (ii). A restriction from further participation in the Shared Clean Energy Facility Pilot Program.
- i. Addition, Downsizing, or Cancellation of a Subscription
  - i. Any addition, downsizing, or cancellation of a Subscription shall take effect at the same time during the next billing cycle of the Customer's or Subscriber's account.
  - ii. Any increase in the allotment size of a Subscription, as prescribed by Section 6.k.v of these rules, shall take effect during the next billing cycle of the Subscriber's account.
- j. Wait List
  - i. If a Shared Clean Energy Facility is fully subscribed, the associated Subscriber Organization shall maintain a wait list of Prospective Subscribers who desire to obtain a Subscription to that Shared Clean Energy Facility.
  - ii. A Shared Clean Energy Facility is deemed fully subscribed when no allotment of the Shared Clean Energy Facility's energy output remains as unsubscribed energy.
- k. Re-assignment of Newly Available Unsubscribed Energy

- i. When a Subscription is subject to early cancellation, the energy that is assigned to that Subscription shall be deemed unsubscribed energy effective the date of the termination of the Subscription.
  - ii. The Subscriber Organization holds the responsibility of re-assigning any newly available allotment of unsubscribed energy.
  - iii. The Subscriber Organization must first re-assign any newly available allotment of unsubscribed energy, in whole or in part, to comply with LMI participation provisions in Section 3.8 of the RFP.
  - iv. The Subscriber Organization cannot exceed allotment of the Shared Clean Energy Facility's energy output to commercial and/or industrial Customers above 60% in the aggregate.
  - v. If the Subscriber Organization is in compliance with LMI participation provisions in Section 3.8 of the RFP, the Subscriber Organization shall re-assign any newly available allotment of unsubscribed energy to a prospective Subscriber on the wait list on a first-come first-serve basis through a Subscription under a new Subscriber Agreement, or as prescribed in Section 6.k.vi, below. However, if doing so would result in non-compliance with Section 6.k.iv, above, the newly available allotment of unsubscribed energy cannot be offered to a commercial or industrial Customer.
  - vi. A Subscriber Organization may, at its discretion, concurrently inform two or more prospective Subscribers on the wait list that unsubscribed energy is newly available, and shall allow those prospective Subscribers the same deadline by which to affirmatively express readiness for a Subscription of all or a portion of that unsubscribed energy, but must follow the order of the wait list when making a selection from those prospective Subscribers.
  - vii. If the newly available allotment of unsubscribed energy is less than the amount desired by the selected prospective Subscriber from the wait list, the Subscription under the new Subscriber Agreement with that Subscriber shall reflect the available allotment at that time, but be subject to further amendment to reflect a further increase or increases in the allotment size until the desired aggregated amount of the energy allotment is met by the Subscriber Organization.
- I. Early Termination or Cancellation by the Subscriber Organization
- i. A Subscriber Organization may terminate a Subscriber Agreement with a Subscriber prior to the end date of such Agreement for nonpayment, as defined in the

Subscriber Agreement, by the Subscriber or for the closing of the Shared Clean Energy Facility.

- ii. In the event that a Subscriber ceases to be a retail account holder of an EDC and fails to provide timely notification to the associated Subscriber Organization, as prescribed by Section 6.h of these rules, the Subscriber Organization may terminate the Subscriber Agreement with that Subscriber.
- iii. In the event of such early termination, the Subscriber Organization shall issue a written notification to any such Subscriber(s) within thirty (30) days prior to the early termination with explanation; and solely for the closing of the Shared Clean Energy Facility, shall refund any Security Deposit and the fractional portion of any prepaid Subscriber Fee that is associated with the remaining Subscription term.

m. Notification to Subscribers of Re-assignment of Tariff to another Subscriber Organization

In the event that the Tariff pertaining to a Shared Clean Energy Facility has been re-assigned to a Subscriber Organization other than the Subscriber Organization identified on a Subscriber Agreement, the new Subscriber Organization shall notify all Subscribers of the assignment within thirty (30) days.

n. Subscriber Organization Warranties and Guarantees

A Subscriber Agreement must include all warranties and guarantees from a Subscriber Organization to a Subscriber, including any protections in instances of Subscriber Organization bankruptcy.

o. Dispute Resolution Process

- i. Inquiry, Complaint or Dispute to Subscriber Organization
  - (a). A Customer or Subscriber shall initially submit any inquiry, complaint, or dispute directly to the Subscriber Organization for resolution.
  - (b). A Subscriber Organization shall investigate a submitted inquiry, complaint, or dispute.
  - (c). A Subscriber Organization shall report its findings and issue a determination on the submitted inquiry, complaint, or dispute to the Customer or Subscriber who submitted the inquiry, complaint, or dispute within seven (7) business days of the date of the initial submission.
- ii. Inquiry, Complaint or Dispute to the Consumer Affairs Unit of PURA