

June 24, 2011
In reply, refer to:
CSU:PPU:MWC

Vjollca Jusufi
Public Power & Utility
39 Old Ridgebury Road
Danbury, CT 06810

Re: Complaint regarding Public Power & Utility

Dear Mr. Jusufi:

The purpose of this letter is to request additional information from Public Power & Utility (PP&U or Company) regarding a customer complaint, from Mr. Daniel J. Devlin of Manchester, filed on June 24, 2011, with Department of Public Utility Control (Department) Chairman Kevin M. DelGobbo. Chairman DelGobbo directed me to investigate Mr. Devlin's complaint. In order that I may respond to Mr. Devlin, PP&U is directed to submit responses to the following no later than July 1, 2011.¹

1. Reference the attached letter from Mr. Devlin. His contract with PPU (enclosed) states that "PPU customers will maintain a not to exceed price of at least 5% below current CL&P ... generation service rates." However, Mr. Devlin submitted an invoice confirming his subsequent PPU rate (.0999) exceeds CL&P's generation service rate (.09482). Reconcile PPU's contract terms with its billing.
2. If PPU has charged rates in excess of contract amounts to this or any other Connecticut customer, separately identify:
 - a. the number of customers currently so charged;
 - b. the number of former customers so charged;
 - c. the dollar amount present/former customers may have been overcharged.
3. Provide a summary PPU billing history for Mr. Devlin showing the rate at which PPU charged him for each month, July 2008 through the present.

¹ By letter dated June 15, 2011, the Department directed PPU to respond to a separate set of questions regarding customer complaints, and sales practices. Those responses are also due no later than July 1, 2011

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4. If PPU provided any notice of rate or contract change to Mr. Devlin subsequent to July 2008, provide a copy of any such notice, along with the date provided to Mr. Devlin. If the rate charged Mr. Devlin subsequent to December 31, 2008, was authorized by PPU's contract with Mr. Devlin, identify and provide a copy of the enabling contract clause.
5. Mr. Devlin provided the Department with a copy of a letter he sent to PPU on May 13, 2011 (copy enclosed). Provide a copy of PPU's response to that letter. If no response was made, explain why.
6. Identify any proposed restitution from PPU to Mr. Devlin.

Sincerely,

Michael W. Coyle
Manager, Consumer Service
michael.coyle@po.state.ct.us
860.827.2686

enclosures



July 1, 2011

Michael W. Coyle
Manager, Consumer Services
Department of Public Utility Control
Ten Franklin Square
New Britain, CT 06051

RE: CSU:PPU:MWC

Dear Mr. Coyle,

The letter is written in response to the Department of Public Utility Control's request for additional information from Public Power, LLC ("Public Power") regarding a customer complaint filed by Mr. Daniel J. Devlin of Manchester on June 24, 2011. Pursuant to this request, Public Power has provided a detailed response to each question included in the Department's letter dated June 24, 2011.

1. In reference to Mr. Devlin's complaint, as described in his letters to the Department and to Public Power, a letter and reimbursement check were sent to the address provided by the customer on June 20, 2011, following a conversation between Mr. Devlin and a Public Power representative regarding his current rate. Mr. Devlin demonstrated his dissatisfaction of the rate he was receiving (0.0999). Public Power apologized for any inconvenience this may have caused the customer or any parties involved both verbally and by written mail. The reimbursement check included was for a total of \$35.10. This amount reflects the total charge based on the total KWH usage and the difference of the rate Mr. Devlin was receiving from Public Power (0.0999) to the GSC rate offered by Connecticut Light & Power (0.09482) since January 1, 2011.

Mr. Devlin provided a copy of his contract with Public Power & Utility Inc. ("PP&U") dated July 4, 2008. Included within the contract are certain terms and conditions, including additional provisions (see section 6. of the contract Mr. Devlin provided), which state: "PP&U may at any time, modify, reassign, or withdraw this agreement if there are adverse changes in the laws, rules, or market conditions." Since Mr. Devlin's enrollment, Public Power has updated its terms and conditions. Public Power, under the Department's regulation, provided relative information within the disclosure label filed in March of 2010. The terms and conditions are also made available to all customers on Public Power's website, www.ppandco.com. The terms and conditions relative to Mr. Devlin's claims, which were set in place prior to the change of rate on January 1, 2011, are demonstrated below. The full set of terms and conditions have also been provided with this letter for reference.

In regard to Public Power's pricing terms:



“Variable Rate: If Customer has selected a variable rate, the Rate assigned to each individual account will be established each month, based upon such factors as load ratio, energy market pricing, transmission costs, utility charges and other market price related factors. The rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. The monthly rate may be higher or lower than the Utility price in any given month. The Rate does not include taxes, regulated charges from the Utility, transmission and distribution charges, Customer account fees, and other Utility transition charges.”

In regard to Public Power’s terms and conditions:

“Entire Agreement: The signed agreement, including these Terms and Conditions, constitute the entire agreement for the purchase of electric energy supply between the Customer and Public Power. This agreement takes the place of any and all prior agreements and understandings, oral or written, regarding Public Power supplying electric energy to the Customer.

2. Public Power, LLC has not charged rates in excess of contract amounts. The terms and conditions for all residential Connecticut customers were modified and updated in March of 2010, as explained in the previous response. Although Mr. Devlin’s rate exceeded the amount he received immediately following enrollment, his rate was subject to change on a monthly basis, as he was receiving a variable rate plan.
3. Please see the attached billing history for Mr. Devlin’s account (#51088242078). Public Power has provided invoices generated by the EDI Integrated Billing System for the sole purpose of demonstrating the rate at which Mr. Devlin was charged since enrollment. Please note that the first time Public Power billed the customer was for the billing period of 10/27/08-12/02/08.
4. As explained in the first response, the following statement can be found in Mr. Devlin’s original contract:

“PP&U may at any time, modify, reassign, or withdraw this agreement if there are adverse changes in the laws, rules, or market conditions.”

This statement, which refers to the complete agreement, including the terms and conditions of rates and billing, authorizes Public Power to modify or update Mr. Devlin’s contract at any time.
5. Please see the attached response to Mr. Devlin, dated June 20, 2011.
6. Public Power, LLC issued Mr. Devlin a reimbursement check in the amount of \$35.10. This rate reflects the total charge based on the total KWH usage and the difference of the rate Mr. Devlin was receiving from Public Power (0.0999) to the GSC rate offered by Connecticut Light & Power (0.09482) since January 1, 2011. As an added courtesy, Public Power has offered Mr. Devlin re-enrollment at a low rate of 0.0850 per KWH.



fixed for one year. This offer was given to Mr. Devlin during his conversation with Public Power via telephone.

Public Power takes great care to ensure that important matters such as these are properly managed. Please let me know if there is anything further we can do to ensure mediation.

Sincerely,

A handwritten signature in black ink, appearing to read "Vjolca Jusufi".

Ms. Vjolca Jusufi
Chief Operating Officer
Public Power, LLC

203.702.9407
Vjolca.jusufi@ppandu.com

DANIEL J DEVLIN

ACCOUNT #

51088242078

BILLING PERIOD	KWH	CL&P		PUBLIC POWER		DIFFERENCE
		RATE	CHARGE	RATE	CHARGE	
10/27/08-12/02/08	730	0.11793	\$ 86.09	0.109986	\$ 80.29	\$ 5.80
12/02/08-12/30/08	684	0.11793	\$ 80.66	0.109985	\$ 75.23	\$ 5.43
12/30/08-12/31/08	27	0.11793	\$ 3.18	0.114814	\$ 3.10	\$ 0.08
12/31/08-01/29/09	753	0.12217	\$ 91.99	0.112045	\$ 84.37	\$ 7.62
01/29/09-02/27/09	608	0.12217	\$ 74.28	0.210592	\$ 128.04	\$ (53.76)
02/27/09-03/27/09	461	0.12217	\$ 56.32	0.104793	\$ 48.31	\$ 8.01
03/27/09-04/29/09	590	0.12217	\$ 72.08	0.104796	\$ 61.83	\$ 10.25
04/29/09-05/29/09	514	0.12217	\$ 62.80	0.205136	\$ 105.44	\$ (42.64)
05/29/09-06/29/09	770	0.12217	\$ 94.07	0.102506	\$ 78.93	\$ 15.14
06/29/09-07/29/09	777	0.12412	\$ 96.44	0.102497	\$ 79.64	\$ 16.80
07/29/09-08/27/09	923	0.12412	\$ 114.56	0.102503	\$ 94.61	\$ 19.95
08/27/09-09/28/09	685	0.12412	\$ 85.02	0.102496	\$ 70.21	\$ 14.81
09/28/09-10/27/09	616	0.12412	\$ 76.46	0.102500	\$ 63.14	\$ 13.32
10/27/09-11/25/09	634	0.12412	\$ 78.69	0.102508	\$ 64.99	\$ 13.70
11/25/09-12/29/09	814	0.12412	\$ 101.03	0.102506	\$ 83.44	\$ 17.59
12/29/09-01/28/10	788	0.11051	\$ 87.08	0.100076	\$ 78.86	\$ 8.22
01/28/10-02/26/10	617	0.11051	\$ 68.18	0.099903	\$ 61.64	\$ 6.54
02/26/10-03/29/10	575	0.11051	\$ 63.54	0.099896	\$ 57.44	\$ 6.10
03/29/10-04/29/10	577	0.11051	\$ 63.76	0.099896	\$ 57.64	\$ 6.12
04/29/10-05/27/10	636	0.11051	\$ 70.28	0.099906	\$ 63.54	\$ 6.74
05/27/10-06/28/10	933	0.11051	\$ 103.11	0.099904	\$ 93.21	\$ 9.90
06/28/10-07/28/10	1118	0.11051	\$ 123.55	0.099902	\$ 111.69	\$ 11.86
07/28/10-08/27/10	907	0.11051	\$ 100.23	0.099901	\$ 90.61	\$ 9.62
08/27/10-09/28/10	779	0.11051	\$ 86.09	0.099897	\$ 77.82	\$ 8.27
09/28/10-10/27/10	508	0.11051	\$ 56.14	0.099902	\$ 50.75	\$ 5.39
10/27/10-11/29/10	596	0.11051	\$ 65.86	0.099899	\$ 59.54	\$ 6.32
11/29/10-12/30/10	698	0.11051	\$ 77.14	0.099900	\$ 69.73	\$ 7.41
12/30/10-01/28/11	609	0.09482	\$ 57.75	0.099901	\$ 60.84	\$ (3.09)
01/28/11-02/28/11	561	0.09482	\$ 53.19	0.099893	\$ 56.04	\$ (2.85)
02/28/11-03/28/11	428	0.09482	\$ 40.58	0.099907	\$ 42.76	\$ (2.18)
03/28/11-04/28/11	493	0.09482	\$ 46.75	0.099899	\$ 49.25	\$ (2.50)

04/28/11-05/27/11

517

0.09482	\$	49.02
TOTAL:	\$	2,385.95

0.099903	\$	51.65
	\$	2,254.58

(2.63)

\$

131.37

\$

DANIEL J DEVLIN - ACCOUNT # 51088242078

REIMBURSEMENT CALCULATIONS

BILLING PERIOD	KWH	Rate Charged By Public Power		
		RATE	CHARGE	
01/29/09-02/27/09	608	0.210592	\$	128.04
04/29/09-05/29/09	514	0.205136	\$	105.44
.....				
12/30/10-01/28/11	609	0.099901	\$	60.84
01/28/11-02/28/11	561	0.099893	\$	56.04
02/28/11-03/28/11	428	0.099907	\$	42.76
03/28/11-04/28/11	493	0.099899	\$	49.25
04/28/11-05/27/11	517	0.099903	\$	51.65
05/27/11-06/27/11	522	0.099900	\$	52.15

Rate At Least 5% Below CL&P's GSC

RATE	CHARGE	
	0.11606	70.56
	0.11606	59.65
0.089900	\$	54.75
0.089900	\$	50.43
0.089900	\$	38.47
0.089900	\$	44.32
0.089900	\$	46.48
0.089900	\$	46.93

REIMBURSEMENT

\$	57.48	
\$	45.79	
<hr/>		
\$	103.27	Amount of Check Mailec
\$	6.09	
\$	5.61	
\$	4.29	
\$	4.93	
\$	5.17	
\$	5.22	
<hr/>		
\$	31.31	Amount of Check Maile

July 5, 2011
In reply, refer to:
CSU:PPU:MWC

Robert Bassett
Vjollica Jusufi
Public Power, LLC
39 Old Ridgebury Rd, Suite 14
Danbury, CT 06810

Re: Complaint regarding Public Power & Utility

Dear Mr. Bassett and Ms. Jusufi:

The Department of Energy and Environmental Protection (DEEP), formerly known as the Department of Public Utility Control, acknowledges receipt via electronic mail of Public Power & Utility's (PPU or Company) July 1, 2011 reply to the letter of inquiry dated June 24, 2011. Specifically, we sought information from PPU necessary to resolve a complaint that the Company charged rates other than those to which it committed.

Before deciding how to proceed in its review of this matter, we require answers to the following, due no later than July 13, 2011:

7. Identify the specific date, in PPU's opinion, upon which Mr. Devlin's original contract terms (guaranteeing a rate at least 5% less than CL&P's):
 - a) began to apply; and
 - b) ceased to apply.
8. On what date, and by what means, did PPU notify Mr. Devlin of the contract change with regard to pricing. Be specific. If no notice was given to the customer, so indicate.
9. Did PPU ever charge Mr. Devlin a rate at least 5% less than CL&P standard generation rates? If so, identify each such billing period.
10. Explain the .210592 rate charged for the February billing period.
11. Explain the .205136 rate charged for the May 2009 billing period.
12. Explain, month-by-month, how PPU calculated its proposed \$35.10 restitution to Mr. Devlin. Include workpapers.

13. Reference PPU's response to Question #1. Elaborate on the statement that PPU "provided relative information within the disclosure label filed in March 2010." Provide a copy of that submittal, identifying the particular section to which PPU is referring.
14. Question #2 directed PPU to identify the number of customers who may have been charged a rate in excess of the contract price. Resubmit the Company's response, with the requested information and details. Also, separately explain the statement: "Although Mr. Devlin's rate exceeded the amount he received immediately following enrollment..."

As per the notice to all filers issued September 17, 2009, please submit your response to this letter in Microsoft Office Word format. PPU's reply should be filed electronically as undocketed correspondence with the Department's Office of the Executive Secretary. Also include in your response the entire information package submitted July 1, 2011, reformatted to the extent possible to comport with the September 17, 2009 notice, as an enclosure/attachment to the filing due July 13, 2011.

Sincerely,

Michael W. Coyle
Manager, Consumer Services
michael.coyle@po.state.ct.us
860.827.2686

cc: D. J. Devlin

July 20, 2011

Michael W. Coyle
Manager, Consumer Services
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106

Re: Complaint of Daniel Devlin regarding Public Power

Dear Mr. Coyle:

As you will note from the following responses to the questions set forth in your letter of July 1, 2011 to Robert Bassett and Vjollica Jusufi of Public Power, LLC (“Public Power” or “Company”), the Company believes that then president, David Pearsall, had the authority to, and, in fact, did withdraw and modify the 95% cap provision. Regardless of that belief, the rates charged Mr. Devlin have essentially been 95%, or less, than CL&P’s standard generation rate. In those few instances where that was not the case, essentially since January, 2011, Public Power has reimbursed Mr. Devlin the difference (which is small) and has explained how the refund was calculated. Company records do not indicate how many other customers prior to April, 2009 might have provisions similar to Mr. Devlin’s in their initial enrollment form; however, Public Power believes the number of such customers would be very small and that any monetary differences would likewise be minor.

Accordingly, as a matter of good customer relations, Public Power agrees to provide a rebate, calculated, as applicable, in the same manner as that provided Mr. Devlin, to any customer, existing or former, who raises a similar concern. Since January, Public Power has received just two inquiries (one being Mr. Devlin’s) from its approximately 56,000 Connecticut customers regarding the 95% cap provision. The other inquiry was resolved to the customer’s satisfaction.

Michael W. Coyle
Manager, Consumer Services
Department of Energy and Environmental Protection

7. *Identify the specific date, in PPU's opinion, upon which Mr. Devlin's original contract terms (guaranteeing a rate at least 5% less than CL&P's):*
- a) *began to apply; and*
 - b) *ceased to apply.*

Mr. Devlin's enrollment predates the involvement of current management and staff at Public Power. Based upon a review of the limited information available, the original terms under which Mr. Devlin purchased electricity from Public Power appear to have begun on the date of service, i.e. October 27, 2008 and ended on April 1, 2009 based upon revised enrollment terms effective that date. See attached correspondence from David Pearsall, then President of Public Power. As noted in Mr. Pearsall's April 6, 2009 correspondence one reason for the April 1, 2009 revision was to make the "...same terms and conditions applicable to every customer regardless of sector." The new term sheet does not cap Public Power's variable rate with regard to CL&P's standard rate. Public Power's standard terms and conditions, applicable to all customers, have been updated from time to time since April 1, 2009 and have been made available at Public Power's website.

Public Power believes that it was free to unilaterally modify and withdraw the provisions of Mr. Devlin's enrollment form pursuant to the provisions of Paragraph 6; including, in particular, the provision stating that the monthly rate would not exceed 95% of the standard rate charged by CL&P.

8. *On what date, and by what means, did PPU notify Mr. Devlin of the contract change with regard to pricing. Be specific. If no notice was given to the customer, so indicate.*

Notice of the terms and conditions of enrollment applicable to all Public Power's customers is provided on its website. Public Power has no record regarding whether or not Mr. Devlin was sent specific notice advising him that Public Power's variable electric rate was no longer capped at 95% of CL&P's standard generation rate.

9. *Did PPU ever charge Mr. Devlin a rate at least 5% less than CL&P standard generation rates? If so, identify each such billing period.*

Yes. Although the 95% cap was no longer offered, or effective, after April 1, 2009, Public Power, in fact, provided electricity to Mr. Devlin at rates less than 95% of the CL&P standard generation rate for every monthly billing period between October 27, 2008 (commencement of service) and December 30, 2010 with the exception of the two monthly billing periods ending February, 2009 and May, 2009. Although Public Power does not believe it is legally required to, it has none-the-less sent Mr. Devlin a rebate of

Michael W. Coyle
Manager, Consumer Services
Department of Energy and Environmental Protection

\$103.27 for the February, 2009 and May 2009 billing periods based upon the difference between 95% of the CL&P rate and the rate charged by Public Power (see attached spreadsheet). For the six monthly billing periods beginning in January and ending in June, 2011, Public Power has provided a similar rebate to Mr. Devlin.

10. *Explain the .210592 rate charged for the February, 2009 billing period.*

No records indicate why this rate was charged. This (and May) is the only such instance that Public Power knows of and believes it may be attributable to an input error by a third party provider. Public Power also believes that it is an isolated situation because, if widespread, it would have received a number of calls from affected customers in 2009. As noted above, Mr. Devlin received a refund.

11. *Explain the .205136 rate charged for the May, 2009 billing period.*

No records indicate why this rate was charged. See response to question 10, above.

12. *Explain, month-by-month, how PPU calculated its proposed \$35.10 restitution to Mr. Devlin. Include work papers.*

See attached spreadsheet. Public Power calculated the rebate (\$31.31) provided to Mr. Devlin for 2011 using a rate of \$0.089990 (a rate approximately 5% lower than CL&P's current rate of \$0.09482). Since Public Power did not have the actual number of KWH used for the monthly billing period ending June 27, 2011, Mr. Devlin's average KWH usage was used to calculate the refund for the last billing period. Amounts were rounded up as a courtesy to the customer.

As noted in the responses to earlier questions, Mr. Devlin's on-line enrollment form predates the current management and staff of Public Power and, except for two anomalous billing periods for unknown reasons, Public Power's historic rates have in fact, been at 95%, or less, than the rates charged by CL&P until January, 2011.

Current management believes that given the importance of maintaining good customer relations the best course of action in a situation like Mr. Devlin's is to refund the historic difference between what Public Power actually charged and what the customer believes he or she should have been charged despite that fact that Public Power is not legally obligated to do so. As noted, the amount involved is relatively small.

13. *Reference PPU's response to Question #1. Elaborate on the statement that PPU "provided relative information within the disclosure label filed in March 2010." Provide a copy of that submittal, identifying the particular section to which PPU is referring.*

See attached disclosure label. The salient point is that the monthly variable rate is predicated upon a number of factors and that such a rate "will fluctuate" from month to

Michael W. Coyle
Manager, Consumer Services
Department of Energy and Environmental Protection

month with no assurance that it will be lower than the standard utility rate in any given month.

14. *Question #2 directed PPU to identify the number of customers who may have been charged a rate in excess of the contract price. Resubmit the Company's response, with the requested information and details. Also, separately explain the statement: "Although Mr. Devlin's rate exceeded the amount he received immediately following enrollment..."*

Public Power has not charged rates in excess of contract amounts. Its charges have at all times been consistent with the applicable rates and terms as disclosed on its website. Public Power has no records to indicate the number of customers, like Mr. Devlin, whose enrollment form may contain language limiting Public Power's rate to 95% of the standard generation rate; however, as noted above, that provision was withdrawn shortly thereafter. Further, Public Power's historic rates have historically been below 95% of CL&P's standard rate. Despite believing that it has no legal obligation to do so, current management has agreed, as a matter of good customer relations, to provide a rebate for customers with a similar situation who request it.

The language in the initial answer to question #2 regarding the rate received by Mr. Devlin was admittedly unclear. The purpose and intent of that statement was to say that Mr. Devlin's rate, because it was variable, did increase over the rate he received for his initial billing period (i.e. October 27, 2008 to December 2, 2008).

I trust the foregoing information assists the Department. Public Power regrets any inconvenience and confusion caused Mr. Devlin and seeks to promptly resolve his complaint to his satisfaction and that of the Department. Please do not hesitate to contact me if you have additional questions or comments.

Very truly yours,

/ s /

Stephen W. Studer, Esq.

SWS/ks
Attachments

July 25, 2011
In reply, refer to:
CSU:PublicPower:MWC

Stephen W. Studer, Esq.
Berchem, Moses & Devlin, P.C.
75 Broad Street
Milford, CT 06040

Re: Complaint regarding Public Power

Dear Mr. Studer:

The Public Utilities Regulatory Authority (PURA)¹ acknowledges receipt on July 20, 2011, of Public Power, LLC's (Public Power or Company)² reply to PURA's July 5, 2011 letter (July 5, 2011 Letter). Specifically, the July 5, 2011 Letter was the second letter PURA issued to Public Power investigating a complaint that the Company charged rates other than those to which it committed.³ The PURA finds that additional information and clarification is needed to resolve the matter.

By way of background, this inquiry stems from a complaint received from former Public Power customer Daniel Devlin. Mr. Devlin's July 2008 contract with Public Power includes the following statement: "The purpose of this agreement is to authorize Public Power & Utility, Inc. to lower your electric bill by changing your electric supplier" Section One of that contract states:

Price: Customer will receive electricity from Public Power & Utility, Inc. at a floating generation rate. PP&U customers agree and understand that any potential savings will fluctuate with month-to-month market conditions. PP&U customers will maintain a not to exceed price of at least 5% below current CL&P or UI standard generation service rates. See home page for current rates.

On March 27, 2009, Public Power filed a revised "enrollment form" with PURA's predecessor agency. That enrollment form, proposed to be effective April 1, 2009, did not include the 5% savings guarantee, but instead indicated, in relevant part, that "...potential savings will fluctuate with month to month market conditions." The

¹ PURA is the successor Agency to the Connecticut Department of Public Utility Control.

² Public Power, LLC was formerly known as Public Power & Utility, Inc.

³ The customer's initial complaint was filed with PURA on June 24, 2011, and the PURA issued an initial set of questions to Public Power on that same day. Public Power replied via e-mail on July 1, 2011 (July 1, 2011 e-mail). The PURA issued a second set of questions on July 5, 2011, to which Public Power replied on July 20, 2011.

proposed form also stated that "[b]y signing . . . [the customer] authorize[s] the switch from my current electrical supplier to Public Power & Utility, Inc."

Based on Public Power's July 1, 2011 e-mail, and July 20, 2011 Letter, it now appears that the Company converted the pricing clause of its pre-April 2009 contracts (guaranteeing at least 5% savings in comparison to the CL&P/UI standard offer) to the "potential savings will fluctuate month to month" clause without notice to pre-April 2009 customers. That is, not only did Public Power modify contracts for new enrollments, it apparently re-rated all then-existing contracts as well. In at least one month (February 2009), the Company charged Mr. Devlin a rate (.210592) 72% more than CL&P's standard offer (.12217).

The PURA finds responses to the following questions, due no later than August 10, 2011, are necessary to resolve this matter.

15. Public Power's initial enrollment form⁴ guaranteed a "floating generation rate of 20% below either CL&P or UI . . ." Identify the date upon which Public Power ceased using that enrollment form and began using the '5% discount guarantee' rate, in effect until on or around April 1, 2009. Separately, identify the date that the '5% guarantee' enrollment form was submitted to the Department pursuant to the terms of the Company's electric supplier license.
16. Is it Public Power's position that its proposed enrollment form filed on March 27, 2009, amounted to a withdrawal and cancellation of all contracts in effect up to that date? If so, provide any documentation that the Company notified the PURA that it was unilaterally changing terms (from the 5% guaranteed savings to a variable rate offering no savings guarantee) of any/all customer contracts then in effect, on or around April 1, 2009, and not just "new" enrollments going forward.
17. Provide any documentation that Public Power notified the PURA that, concomitant with the April 1, 2009 pricing change, no notice of that change would be provided to affected, existing customers.
18. In a filing dated April 6, 2009, in response to PURA questioning, the Company indicated that only one other "form" was used to enroll customers since its license was granted.⁵ Reconcile that statement with Public Power's statement in the July 20, 2011 Letter, that "company records do not indicate how many other customers prior to April 2009 might have provisions similar to Mr. Devlin's in their initial enrollment form Public Power believes the number of such customer would be very small . . ." Specifically, rebut the presumption, based on the April 6, 2009 filing and the July 20, 2011 Letter, that the form used to enroll Mr. Devlin was the only such form Public Power was using for customers for some time prior to April 2009.

⁴ Late-filed Exhibit No. 2, filed on September 10, 2007, in Docket No. 07-06-13.

⁵ Public Power & Utility, Inc. was granted a supplier license by Decision dated September 17, 2007, in Docket No. 07-06-13, Application of Public Power & Utility for an Electric Supplier License.

19. Approximately how many customers did Public Power serve on March 1, 2009; and May 1, 2009?
20. In the July 20, 2011 Letter, the Company stated that "it has no record regarding whether or not Mr. Devlin was sent specific notification that Public Power's variable electric rate was no longer capped at 95% of CL&P's standard generation rate." Can the Company provide any record that any of its customers received such notice (e.g., by e-mail, letter, phone call)? If so, describe those notification/outreach efforts, if any.
21. In the July 1, 2011 e-mail and the July 20, 2011 Letter, Public Power states or implies that Mr. Devlin's account could have been handled better, but that identified shortcomings occurred while the Company was under different management. Is it Public Power's position that its liability in such circumstances is limited owing to the change in management?
22. In the July 20, 2011 Letter, the Company states that it ". . . believes that it was free to unilaterally modify and withdraw the provisions of Mr. Devlin's enrollment form pursuant to the provisions of Paragraph 6; including, in particular, the provision stating that the monthly rate would not exceed 95% of the standard rate charged by CL&P." Paragraph 6 of the pre-April 2009 contract states, in part, that Public Power "may at any time, modify, reassign, or withdraw this agreement *if there are adverse changes in the laws, rules or market conditions.*" If the Company now maintains that such adverse changes led to the April 2009 contract change, identify and elaborate upon each such adverse change.
23. When asked to explain the .210592 rate charged Mr. Devlin for the February 2009 billing period, during which time Public Power does not dispute that it had a contract to charge Mr. Devlin no more than 95% of CL&P's standard offer rate, the Company replied that "No records indicate why this rate was charged." If the rate charged Mr. Devlin or any other Public Power customer in February 2009 was not authorized by the Company, describe all efforts Public Power made to investigate the overcharge, and all efforts made to make customers whole for the overcharges.
24. Identify the number of Public Power customers who were overcharged in the February 2009 billing period and provide a proposed refund plan.
25. In the July 20, 2011 Letter, while acknowledging it charged Mr. Devlin a rate approximately 72% more than CL&P's standard offer in February 2009, when his Public Power contract guaranteed a rate not to exceed 95% of CL&P's rate, the Company asserts: "Public Power has not charged rates in excess of contract amounts." Reconcile the two statements.

26. Is the Company aware of any other billing periods in which unauthorized rates (e.g., rates in excess of contracted 95% rates) were charged? If so, explain.
27. Describe Public Power's record retention policy. Separately, identify the location at which the Company maintains:
- a) records of all customer complaints and inquiries, not limited to those forwarded by the PURA, but all complaints and inquiries whether received by phone, email, or letter; and
 - b) billing records.

Sincerely,

**DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
PUBLIC UTILITIES REGULATORY AUTHORITY**

Kimberley J. Santopietro
Executive Secretary