

JOEY LEE MIRANDA

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
jmiranda@rc.com
Direct (860) 275-8227

Also admitted in District of Columbia and
Massachusetts

Via Electronic Filing

March 9, 2023

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Re: **Docket 14-07-20RE01: PURA Development and Implementation of Marketing Standards and Sales Practices by Electric Suppliers – Revised Standards**

Dear Mr. Gaudiosi:

Attached are comments by the Retail Energy Supply Association (“RESA”) regarding the Office of Education, Outreach and Enforcement’s (“EOE”) January 23, 2023 Motion for Clarification in the above-referenced proceeding.

I certify that a copy has been sent to all participants of record as reflected on the Public Utilities Regulatory Authority’s (“PURA”) service list. In accordance with PURA’s instructions,¹ “only an electronic copy through the PURA Web Filing System” is being submitted.

Please feel free to contact me if you have any questions or require additional information. Thank you.

Sincerely,



Joey Lee Miranda

¹ See Fifth Ruling on Temporarily Suspending Filing Paper Copies (Jun. 19, 2020).

Executive Secretary
January 26, 2023
Page 2

Attachment
Copy to: Service List

STATE OF CONNECTICUT

PUBLIC UTILITIES REGULATORY AUTHORITY

PURA DEVELOPMENT AND : DOCKET NO. 14-07-20RE01
IMPLEMENTATION OF MARKETING :
STANDARDS AND SALES PRACTICES BY :
ELECTRIC SUPPLIERS - REVISED :
STANDARDS : MARCH 9, 2023

**COMMENTS OF
RETAIL ENERGY SUPPLY ASSOCIATION**

The Retail Energy Supply Association (“RESA”)¹ hereby submit these comments regarding the Office of Education, Outreach and Enforcement’s (“EOE”) January 26, 2023 Motion for Clarification² in the above-referenced proceeding.

INTRODUCTION

On January 26, 2023, EOE filed a motion requesting that the Public Utilities Regulatory Authority (“Authority”) clarify that only two types of entities – aggregators and agents - can enroll customers with suppliers.³ In particular, EOE requests that the Authority “clarify that suppliers may not accept enrollments from and/or through websites that are not either registered as the supplier’s agent (as indicated on their Form 6) or who have received a Connecticut aggregator certificate.”⁴

¹ The comments expressed in this filing represent the position of the Retail Energy Supply Association (RESA) as an organization but may not represent the views of any particular member of the Association. Founded in 1990, RESA is a broad and diverse group of retail energy suppliers dedicated to promoting efficient, sustainable and customer-oriented competitive retail energy markets. RESA members operate throughout the United States delivering value-added electricity and natural gas service at retail to residential, commercial and industrial energy customers. More information on RESA can be found at www.resausa.org.

² Motion No. 16 (Jan. 26, 2023) (“EOE Motion”), at 2. The Office of Consumer Counsel also supports and joins the EOE Motion. *Id.* at 3.

³ *Id.* at 2.

⁴ *Id.*

On February 2, 2023, because EOE was asking the Authority to determine the applicability of a statutory provision to a particular set of circumstances,⁵ RESA requested that the Authority open a declaratory ruling proceeding to consider the EOE Motion.⁶ On February 23, 2023, the Authority issued a ruling inviting participants to file comments on the EOE Motion.⁷ RESA now hereby submits its comments regarding the EOE Motion.

COMMENTS

The EOE Motion, if granted, will result in the Authority determining that any third-party that is not a registered electric aggregator that brings customers to an electric supplier is, by default, a third-party agent of the supplier.⁸ While the issue, on its face, may seem clear cut, the Authority's decision will have broad reaching implications that are not addressed in the EOE Motion. For example, the EOE Motion fails to recognize that there are various types of entities that act as the customer's agent⁹ that, like aggregators, cannot and should not also be characterized as agents of suppliers.¹⁰ It would be incongruous to treat these entities as agents of suppliers based solely on the fact that these entities gather together customers in a different manner than aggregators. RESA recognizes that the Authority has previously declined to register

⁵ See Conn. Gen. Stat. § 4-176(a).

⁶ See Motion No. 17 (Feb. 2, 2023) ("RESA Motion").

⁷ Motion No. 16 Ruling (Feb. 23, 2023) ("Ruling")

⁸ EOE Motion, at 2 ("EOE wishes to clarify that suppliers may not accept enrollments from and/or through websites that are not either registered as the supplier's agent (as indicated on their Form 6) or who have received a Connecticut aggregator certificate.").

⁹ See, e.g., Constellation NewEnergy, Inc. Response to EOE Motion for Clarification (Jan. 31, 2023), at 1-2 ("[T]here is a third category of entity, brokers who represent individual commercial customers who are shopping for competitive suppliers."); Motion No. 17 (Feb. 2, 2023), at 4.

¹⁰ *Accord* Docket No. 99-09-21RE01, *Application of Levco Tech, Inc. for an Electric Aggregator License*, Decision (June 17, 2009), at 3 ("As customers' agents, Aggregators may not simultaneously be agents or representatives for Electric Suppliers.").

entities that it believed did not fall into the statutory definition of electric aggregator.¹¹ However, those prior rulings defined the term too narrowly. As discussed more fully below, third-parties that act as agents of customers do meet the definition of electric aggregator and, thus, should be required to register with the Authority as such.

I. APPLICABILITY OF EOE MOTION

In the Ruling, the Authority requested comment on whether the EOE Motion applies to all customers.¹² As the Authority is aware, some suppliers have generally available offers that are available to an entire customer class.¹³ These are the types of offers that usually appear on the third-party websites and are required to be posted on the Connecticut Rate Board.¹⁴ Moreover, “this type of pricing is generally offered to residential customers.”¹⁵ On the other hand, many commercial and industrial customers and, particularly those that rely on third-party entities to assist them with the purchase of electricity, individually negotiate the price and terms.¹⁶ Thus, EOE’s specific request that the Authority “clarify that suppliers may not accept enrollments from and/or through websites that are not either registered as the supplier’s agent (as indicated on their Form 6) or who have received a Connecticut aggregator certificate”¹⁷ is most likely to apply to offers to residential customers. However, such a clarification has broader implications and will impact the manner in which all customers engage with the retail competitive electricity market.

¹¹ See, e.g., Docket No. 13-11-11, *Application of Amerex Brokers LLC Inc. for a Certificate of Registration for Electric Aggregator*, Authority Ruling (Jan. 15, 2014) (“As indicated in the application, Amerex Brokers LLC provides consulting services to *individual* business clients and do not typically aggregate multiple client entities together in the same procurement program. Application, Exhibit B-4. The Authority cannot process your application.”) (emphasis added).

¹² Ruling, at 1.

¹³ Decision (May 6, 2020), Exhibit B, at 2 (defining generally available rate).

¹⁴ *Id.*, Exhibit B, at 5.

¹⁵ Docket No. 07-05-033, *DPUC Administration of Disclosure Label Requirements and Examination of Direct Billing by Electric Suppliers*, Decision (Feb. 27, 2008), at 11. At the time of the decision, the Authority was known as the Department of Public Utility Control (“DPUC” or “Department”).

¹⁶ *Cf. id.* (acknowledging individually negotiated offers as distinct from generally available prices).

¹⁷ Motion, at 2.

As noted above, the EOE Motion, if granted, will result in the Authority determining that any entity that is not a registered electric aggregator that brings customers to an electric supplier is, by default, a third-party agent of the supplier.¹⁸

II. CUSTOMERS' REPRESENTATIVES ARE NOT SUPPLIERS' AGENTS

In the Ruling, the Authority requested that participants “[d]iscuss whether an entity that represents individual customers who is shopping for competitive suppliers is . . . an agent of a supplier.”¹⁹ The Authority also requested that participants comment on the compensation structures of third-parties that are not agents of suppliers.²⁰

A. Entities That Represent Customers Are Not Agents Of Suppliers

Connecticut General Statutes section 16-245o provides, in pertinent part:

Any third-party who contracts with or is otherwise compensated by an electric supplier *to sell* electric generation services, or contracts with or is compensated by a third-party marketer of the electric supplier *to sell* electric generation services *for* the electric supplier, shall be a legal agent of the electric supplier. No third-party may sell electric generation services *on behalf of* an electric supplier unless such third party has received appropriate training directly from such electric supplier.²¹

There is no dispute that persons or entities that have been retained by an electric supplier (whether as an employee or independent contractor) specifically “to sell electric generation services” on behalf of an electric supplier are agents of suppliers. Thus, for instance, in house sales representatives, external sales representatives and marketing companies (whether performing direct marketing, telemarketing or door-to-door marketing) employed or retained by a supplier would qualify as agents of an electric supplier.

¹⁸ EOE Motion, at 2 (“EOE wishes to clarify that suppliers may not accept enrollments from and/or through websites that are not either registered as the supplier’s agent (as indicated on their Form 6) or who have received a Connecticut aggregator certificate.”).

¹⁹ Ruling, at 2.

²⁰ *Id.*

²¹ Conn. Gen. Stat. § 16-245o(h)(1) (emphasis added).

Moreover, for more than a decade, the Authority has made clear that entities that are agents of customers cannot also be agents of electric suppliers.²² Thus, third-parties engaged by customers to represent those customers in purchasing (i.e., shopping for) electricity cannot be agents of suppliers.²³ In fact, as the plain language of the statute makes clear, only entities that contract with or are compensated by an electric supplier “to *sell* electric generation services” qualify as agents of that supplier. Conversely, entities that represent customers in the *purchase* of electric generation services are agents of customers²⁴ and cannot also be agents of suppliers.²⁵

B. Compensation Of Third-Parties That Represent Customers Is Determined By The Customers And Their Representatives

Third-parties that act on behalf of customers in making energy management decisions, including without limitation, evaluating and making recommendations regarding the customers’ electric generation supply options and negotiating contracts for the provision of electric

²² *Accord* Docket No. 99-09-21RE01, *Application of Levco Tech, Inc. for an Electric Aggregator License*, Decision (June 17, 2009), at 3 (“As customers’ agents, Aggregators may not simultaneously be agents or representatives for Electric Suppliers.”); 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 in that Market*, Decision (Mar. 16, 2011), at 7 (“Aggregators are the customers’ agents. Aggregators’ loyalty must lie with the customers, and as such, Aggregators may not represent or act as agents or representatives for any Suppliers at any time, or in any capacity.”); Docket No. 10-01-04, *Application of Northgate Technologies, Inc. for a Certificate of Registration as an Electric Aggregator*, Decision (Sep. 1, 2010), at 2 (“The Department has held that, pursuant to the express language of Conn. Gen. Stat. §16-1(a)([25]), electric aggregators are the customers’ agent and therefore, their loyalty must lie with the customers and they may not represent or act as an agent or representative for any supplier at any time, in any capacity.”).

²³ *Id.*

²⁴ *Cf.* Conn. Gen. Stat. § 16-1(a)(25) (defining electric aggregator, in relevant part, as an entity that “gathers together electric customers for the purpose of negotiating the *purchase* of electric generation services from an electric supplier.”) (emphasis added).

²⁵ *Accord* Docket No. 99-09-21RE01, *Application of Levco Tech, Inc. for an Electric Aggregator License*, Decision (June 17, 2009), at 3 (“As customers’ agents, Aggregators may not simultaneously be agents or representatives for Electric Suppliers.”); 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 in that Market*, Decision (Mar. 16, 2011), at 7 (“Aggregators are the customers’ agents. Aggregators’ loyalty must lie with the customers, and as such, Aggregators may not represent or act as agents or representatives for any Suppliers at any time, or in any capacity.”); Docket No. 10-01-04, *Application of Northgate Technologies, Inc. for a Certificate of Registration as an Electric Aggregator*, Decision (Sep. 1, 2010), at 2 (“The Department has held that, pursuant to the express language of Conn. Gen. Stat. §16-1(a)([25]), electric aggregators are the customers’ agent and therefore, their loyalty must lie with the customers and they may not represent or act as an agent or representative for any supplier at any time, in any capacity.”).

generation service on behalf of customers²⁶ use different titles to identify themselves, including without limitation, aggregators, brokers²⁷ and consultants.²⁸ These third-parties shop among multiple suppliers on behalf of their customers.

In exchange for providing their services, these third-parties enter into agreements with customers that often contain a provision that specifically authorizes the third-party to act as the agent of the customer and/or requires the customer to execute a separate document giving the third-party such authorization. Depending on the terms of the agreement with the customer, these third-parties are typically compensated by the customer in one of two ways: (a) directly from the customer as a set fee;²⁹ or (b) through the inclusion of a fee in the per kilowatt hour (“kWh”) charge that the customer pays the selected electric supplier. In the latter circumstances, the electric supplier and the customer’s representative will also enter into an agreement to facilitate the payment of the third-party’s compensation from the customer. Under such an agreement, the electric supplier merely acts as a conduit by passing through the payment of the fee from the customer to the customer’s third-party representative. In these circumstances, the customer (not

²⁶ Depending on the scope of the agreement with the customer, these third-parties may also perform other services for the customer, such as evaluating and making recommendations regarding energy efficiency and/or distributed generation options.

²⁷ *Accord* Docket No. 20-05-13, *PURA Study of Community Choice Aggregation*, Decision (Nov. 3, 2021), at 16 (“In a restructured market, CCAs [community choice aggregations] act like retail electricity customers, essentially choosing a competitive supplier and entering a short-term contract for electricity service.”); *Id.* at 19 (recognizing that brokers could be used to represent CCAs in soliciting a supplier).

²⁸ *Accord* Docket No. 13-11-11, *Application of Amerex Brokers LLC Inc. for a Certificate of Registration for Electric Aggregator*, Authority Ruling (Jan. 15, 2014) (“As indicated in the application, Amerex Brokers LLC provides consulting services to individual business clients . . .”).

²⁹ *See* 22-01-06, *Application of Neighborhood Energy, LLC for an Electric Aggregator Certificate of Registration*, Decision (Mar. 23, 2022), at 3 (“The compensation is paid by the customer as a lump sump [sic] based on the annual consumption from the previous year. \$100 is due to join the aggregation.”).

the electric supplier)³⁰ is compensating the third-party³¹ “to purchase” electric generation services on behalf of the customer.

III. THIRD-PARTIES THAT REPRESENT CUSTOMERS QUALIFY AS ELECTRIC AGGREGATORS

In its Ruling, the Authority requested that participants “[d]iscuss whether an entity that represents individual customers who is shopping for competitive suppliers is . . . an aggregator if that entity shops among multiple suppliers on behalf of its customers and does not gather together customers for the purpose of negotiating the purchase of electric generation services.”³²

The Authority also requested that participants comment on the Authority’s power to regulate third-parties that enroll customers.³³

Electric aggregator is defined, in relevant part as:

a person . . . that *gathers together electric customers* for the purpose of negotiating the *purchase* of electric generation services from an electric supplier . . . provided such person . . . is not engaged in the purchase or resale of electric generation services, and provided further such customers contract for electric generation services directly with an electric supplier . . .³⁴

In its response to the RESA Motion, EOE asserted: “In its [Docket No. 10-06-24] Decision, the Authority clarified Connecticut’s legal framework that any entity representing the customer in the enrollment process is considered an aggregator and needs an aggregator’s certificate, and that aggregators may not be compensated by a supplier.”³⁵ RESA agrees that

³⁰ *Accord* Docket No. 15-02-07, *Application of PowerOptions, Inc. for a Certificate of Registration as an Electric Aggregator*, Decision (Jul. 22, 2015), at 2 (recognizing that suppliers can provide payment to third-parties for purposes other than the sale of electric generation service without those third-parties becoming agents of the suppliers

³¹ Motion, at 2 (“EOE distinguishes between compensation based on enrollment and compensation that functions as a pass-through. For example, the supplier and the aggregator could have an agreement in which the supplier provides rates to the aggregator, the aggregator marks up those rates with the customer’s knowledge, the customer pays the supplier, and the supplier passes through the mark up to the aggregator . . .”).

³² Ruling, at 2.

³³ *Id.* at 2-3.

³⁴ Conn. Gen. Stat. § 16-1(a)(25) (emphasis added).

³⁵ EOE Objection to RESA Motion (Feb. 3, 2023), at 2.

third-parties that represent customers in the purchase of electricity do qualify as electric aggregators and, as a consequence, the Authority has the power to require those third-parties to obtain a certificate of registration.³⁶ However, the Authority has previously read the phrase “gathers together” to require that more than one customer at a time be represented in the negotiation of the purchase of electric generation services from an electric supplier.³⁷ This interpretation is inconsistent with the legislature’s intent.

The fundamental objective of statutory interpretation “is to ascertain and give effect to the apparent intent of the legislature.”³⁸ In doing so, “[t]he meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes.”³⁹ “If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.”⁴⁰ An ambiguity exists if a statute “is susceptible to more than one reasonable interpretation.”⁴¹ However, if a statute is *not* plain and unambiguous, an agency should “look for interpretive guidance to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement,

³⁶ Conn. Gen. Stat. § 16-245(l)(2) (“No electric aggregator shall negotiate a contract for the purchase of electric generation services from an electric supplier unless such aggregator has (A) obtained a certificate of registration from the Public Utilities Regulatory Authority . . .”).

³⁷ *Cf.* Conn. Gen. Stat. § (defining assembly as “a company of persons gathered together at any location at any single time for any purpose.”) (emphasis added).

³⁸ *Tuxis Ohr’s Fuel, Inc. v. Adm’r, Unemployment Comp. Act*, 309 Conn. 412, 421-422 (2013) (internal quotation marks omitted); *see also Connecticut Consumer Counsel v. Connecticut Pub. Util.*, 1998 Conn. Super. LEXIS 2910 (Oct. 16, 1998), at 18 (“[W]e are guided by well established principles, paramount among which is the principle that our fundamental objective is to ascertain and give effect to the apparent intent of the legislature . . .”) (citations omitted; internal quotation marks omitted).

³⁹ Conn. Gen. Stat. § 1-2z.

⁴⁰ *Id.*

⁴¹ *Wilkins v. Conn. Childbirth & Women’s Ctr.*, 314 Conn. 709, 719 (2014) (internal quotation marks omitted).

and to its relationship to existing legislation and common law principles governing the same general subject matter.”⁴²

First and foremost, the plain language of the statute supports a broader interpretation of the phrase “gathers together.” The statute does not explicitly require that the gathering together occur before the electric aggregator negotiates an agreement with a supplier or that the aggregator negotiate the same agreement for the customers it represents. Nor does the statute specifically require that the customers that are gathered together all be placed with the same supplier. “[I]t is a well-settled principle of statutory construction that the legislature knows how to convey its intent expressly or to use *broader or limiting terms* when it chooses to do so.”⁴³ Thus, if the General Assembly had intended the gathering together to occur in a certain way, it could have done so explicitly.⁴⁴

Because the phrase “gathers together” is not defined by statute and is susceptible to more than one reasonable interpretation, it is ambiguous. While it can be read narrowly as the Authority has done in the past,⁴⁵ if the Authority grants EOE’s requested clarification, such a narrow interpretation will “yield absurd [and] unworkable results” because it will treat third-parties that represent customers differently based solely on the number of customers involved in a particular transaction. Moreover, it will create a situation where a third-party representing a

⁴² *Id.* at 740 (internal quotation marks omitted).

⁴³ *Perry v. Perry*, 312 Conn. 600, 624 (2014) (internal quotations and citations omitted) (emphasis added).

⁴⁴ Conn. Gen. Stat. § (defining assembly as “a company of persons *gathered together* at any location *at any single time* for any purpose.”) (emphasis added).

⁴⁵ *See, e.g.*, Docket No. 13-11-11, *Application of Amerex Brokers LLC Inc. for a Certificate of Registration for Electric Aggregator*, Authority Ruling (Jan. 15, 2014) (“As indicated in the application, Amerex Brokers LLC provides consulting services to *individual* business clients and do not typically aggregate multiple client entities together in the same procurement program. Application, Exhibit B-4. The Authority cannot process your application.”) (emphasis added).

customer is simultaneously an agent of an electric supplier in direct contravention of Authority precedent.⁴⁶

Such a result is also inconsistent with the legislative history of the Electric Restructuring Act⁴⁷ and the legislative policy that act was designed to implement. The General Assembly intended that, after the passage of the Electric Restructuring Act, the Authority would exercise oversight through the licensing process.⁴⁸ To that end, the legislature expected⁴⁹ that “[a]ggregators, brokers, marketers, and other suppliers as well as anyone soliciting contracts for such service must be licensed by DPUC.”⁵⁰ The OCC also expected the licensing requirements to be construed broadly.⁵¹ By requiring all third-parties that represent customers in the purchase of electricity to register an aggregator, the Authority can, as the legislature intended, exercise oversight over the activities of third-parties that act as the customer’s (rather than the supplier’s) agent and ensure that consumers receive appropriate protections.⁵²

⁴⁶ Docket No. 99-09-21RE01, *Application of Levco Tech, Inc. for an Electric Aggregator License*, Decision (June 17, 2009), at 3 (“As customers’ agents, Aggregators may not simultaneously be agents or representatives for Electric Suppliers.”).

⁴⁷ Public Act 98-28, “An Act Concerning Electric Restructuring.”

⁴⁸ *See, e.g.*, Senate Session (Apr. 15, 1998), at 229 (“And Madam President, any violation of these are suspect to punitive action through the licensing mechanism which the DPUC has oversight.”). The Electric Restructuring Act originally required electric aggregators to obtain a license. The statute was subsequently amended to require aggregators to obtain a registration. *See Conn. Gen. Stat. § 16-245(l)(2)* (“An electric aggregator that was licensed pursuant to this section prior to July 1, 2003, shall receive a certificate of registration on July 1, 2003.”).

⁴⁹ *See Roach v. Moran Foods, Inc.*, No. X04HHDCV116023386S, 2012 WL 1139073 (Conn. Super. Ct. Mar. 16, 2012), *9 (“Although the comments of the office of legislative research are not, in and of themselves, evidence of legislative intent, they properly may bear on the legislature’s knowledge of interpretive problems that could arise from the bill. Consequently, our Supreme Court has referred to the analysis of the Office of Legislative Research to ascertain legislative intent.”) (*quoting McCoy v. Commissioner of Pub. Safety*, 300 Conn. 144, 169, 12 A.3d 948 (2011) (internal quotation marks omitted); *see also State v. Tabone*, 279 Conn. 527, 542, 902 A.2d 1056 (2006).

⁵⁰ *See, e.g.*, Connecticut General Assembly Office of Legislative Research Section-by-Section Analysis of sHB 5005, “An Act Concerning Electric Restructuring” (Feb. 17, 1998), at 7.

⁵¹ *See* Testimony of the Office of Consumer Counsel re: HB 5005, An Act Concerning Electric Restructuring (Feb. 9, 1998), at 3 (“Electric suppliers, aggregators, marketers and brokers will be licensed by the DPUC to insure that they are competent to provide services to consumers and that there will be appropriate ongoing oversight with the objective of insuring that customer protections remain in the new marketplace.”).

⁵² Motion, at 3 (“Further, the customer may be subject to unfair trade practices or deceptive marketing tactics from which the General Assembly intended Conn. Gen. Stat. § 16-245 et seq. to offer protection.”) (footnote omitted).

As the foregoing demonstrates, the plain language of the statute, legislative history of the Electric Restructuring Act and the legislative policy it was designed to implement all support the conclusion that any third-party that represents customers in the purchase of electric generation service qualifies as an electric aggregator. As such, those entities are required to obtain a certificate of registration⁵³ and are subject to the oversight of the Authority.⁵⁴

CONCLUSION

For all of the foregoing reasons, the Authority should clarify that any third-party that represents customers in the purchase of electric generation service is an electric aggregator and required to register with the Authority. Without such a clarification, if the Authority were to rule that only two types of entities – aggregators and agents - can enroll customers with suppliers, it would create an incongruous situation in which third-parties that act identical in all material ways to aggregators and owe a duty of loyalty to the customers they represent would become agents of suppliers.

Respectfully submitted,
RETAIL ENERGY SUPPLY ASSOCIATION

By: 
Joey Lee Miranda
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
Phone: (860) 275-8200
Fax: (860) 275-8299
E-Mail: jmiranda@rc.com

⁵³ See Conn. Gen. Stat. § 16-245(l)(2).

⁵⁴ See, e.g., Conn. Gen. Stat. § 16-245(l)(6) (“Any registered electric aggregator that fails to comply with a registration condition or violates any provision of this section shall be subject to civil penalties by the Public Utilities Regulatory Authority in accordance with the procedures contained in section 16-41, or the suspension or revocation of such registration, or a prohibition on accepting new customers following a hearing that is conducted as a contested case in accordance with the provisions of chapter 54.”)

CERTIFICATION

I hereby certify that a copy of the foregoing was sent to all participants of record on this
9th day of March 2023.



Joey Lee Miranda