

**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

**Docket No. DE 23-002**

**UNITIL ENERGY SYSTEMS, INC.**

**Proposed Purchase of Receivables Program**

**CPCNH POSITION REGARDING UNITIL’S PROPOSED TARIFF T&Cs AND TPA**

Pursuant to the Supplemental Order of Notice issued by the New Hampshire Public Utilities Commission (“Commission”) on August 7, 2024, the Community Power Coalition of New Hampshire (“CPCNH” or “Coalition”) respectfully submits these comments in the form of a position statement regarding Unitil Energy Systems, Inc. (“Unitil” or “Company”) proposed revised Competitive Electric Supplier Trading Partner Agreement (“TPA”) and Terms and Conditions for Competitive Suppliers (“T&Cs”) in their tariff in this proceeding.<sup>1</sup>

**BACKGROUND**

Pursuant to RSA 53-E:7, X and RSA 541-A, on October 7, 2022, the Commission filed final rules with the Division of Administrative Rules implementing the provisions of RSA 53-E, known as the Puc Chapter 2200 rules (“Puc 2200 rules”). The Puc 2200 rules, among other things, required each electric distribution utility (“EDU”) to propose to the Commission for review and approval a purchase of receivables (“POR”) program.<sup>2</sup> On January 10, 2023, Unitil filed a proposal for a POR program along with supporting testimony and materials as per the Puc 2200 rules requirements.<sup>3</sup> Following discovery and technical sessions, the New Hampshire Department of Energy (“DOE”), the NRG Retail Companies, and the Coalition submitted

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<sup>1</sup> Supplemental Order of Notice (Aug. 7, 2024).

<sup>2</sup> See Docket No. DRM 21-142, *Community Power Coalition of New Hampshire Petition for Rulemaking to Implement RSA 53-E for Community Power Aggregations by Stakeholders*, Notice No. 2022-14 – Adoption of Final Rules (Oct. 7, 2022).

<sup>3</sup> Unitil Proposed Purchase of Receivables Program (Jan. 10, 2023).

respective technical statements, testimony, and comments regarding Until's proposed POR program.

On September 6, 2023, Until filed a settlement agreement on behalf of all parties ("Settlement Agreement").<sup>4</sup> In addition to coming to consensus on the establishment of a Unutil POR program, the parties agreed that this proceeding should be bifurcated into two phases, so that the second phase could focus on addressing necessary revisions to Unutil's TPA and T&Cs tariff to implement the POR program.<sup>5</sup> On September 20, 2023, the Commission held a hearing on the Settlement Agreement.<sup>6</sup>

On December 22, 2023, the Hearing Examiner issued the Report and asked that parties submit exceptions to or comments on the Report and Recommendation by January 12, 2024.<sup>7</sup> On January 12, 2023, Unutil, the NRG Retail Companies, and the Coalition filed comments and exceptions to the Report as well as Recommended Orders for the Commission's consideration.<sup>8</sup>

On July 19, 2024, the Commission issued Order No. 27,036 ("Order") approving the parties' Settlement Agreement establishing Unutil's POR program. In the Order, the Commission indicated that the proceeding would be continued to a second phase to review Unutil's proposed revisions to its TPA and T&Cs tariff.<sup>9</sup> On August 7, 2024, the Commission issued a Supplemental Order of Notice ("Supplemental Order") ordering Unutil to file the proposed revisions to the TPA and T&Cs to present the following issues: "whether the Company's proposed revised TPA and proposed revised T&C tariff are consistent with the Settlement Agreement, as approved by Order No. 27,036 (July 19, 2024); whether the Company

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<sup>4</sup> Settlement Agreement (Sept. 6, 2023).

<sup>5</sup> Settlement Agreement Section 3.1 (Sept. 6, 2023).

<sup>6</sup> *See generally*, Hearing Transcript (Sept. 20, 2023) ("Transcript").

<sup>7</sup> Examiners' Report and Recommended Order (Dec. 22, 2023) and subsequent Procedural Order Re: Motion for Extension of Time (Dec. 29, 2023).

<sup>8</sup> *See* Tabs 38-40 of the Docketbook.

<sup>9</sup> Order No. 27,036 Approving Settlement Agreement (Jul. 19, 2024).

accurately calculated the components underlying the revised T&C tariff; and whether the rates resulting from the revised T&C tariff would be just and reasonable, as required by RSA 374:2, RSA 378:5, and RSA 389:7.”<sup>10</sup> On August 23, 2024, Until filed joint testimony with attachments that included the proposed revisions to its TPA and T&C tariff.<sup>11</sup>

## **I. ANALYSIS**

Overall, the Coalition believes that Until has done a good job at translating the settlement into text for the T&Cs in their tariff and the TPA, which is also in their tariff (unlike Eversource and Liberty), and is consistent with the Settlement Agreement with only a few exceptions, and that the proposed changes will result in rates that are just and reasonable and consistent with the requirements of RSA 53-E:9. We also appreciate how Until has tried to conform the T&Cs and TPA to be more consistent with the provisions of RSA 53-E and the Puc 2200 rules. The following are a few proposed edits to these two documents.

## **II. Modify the new definition of EBT Standards to include reference to NH EDI Standards**

Until’s proposed revision to its tariff T&Cs<sup>12</sup> includes replacing the definition of New Hampshire Electronic Data Interchange (“EDI”) Working Group Report with reference to the Massachusetts Electronic Business Transactions Standards (“EBT Standards”). This proposed revision supersedes all other references to NH EDI Standards in both the T&Cs and the TPA. Settlement Agreement.

K. “EBT Standards” shall mean the standards for Electronic Data Interchange transactions between Competitive Suppliers and electric utility companies as set forth in the reports and implementation guides, as amended from time to time, of the Massachusetts Electronic Business Transaction Working Group. ~~“EDI Working Group~~

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<sup>10</sup> See Supplemental Order at 2.

<sup>11</sup> Until Joint Testimony of Christopher J. Goulding, Joseph F. Conneely, Jeffrey M. Pentz, S. Elena Demeris, and Gary Mathews with Attachments (Aug. 23, 2024).

<sup>12</sup> See Attachments to Joint Testimony of Christopher J. Goulding, Joseph F. Conneely, Jeffrey M. Pentz, S. Elena Demeris, and Gary Mathews with Attachments at PDF page 23, Original page 32A of T&C tariff.

~~Report” or “Report” shall mean the report submitted by the Electronic Data Interchange Working Group to the NH Public Utilities Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission’s Internet webpage~~

The Coalition does not believe it is appropriate to delete all reference to the NH EDI Standards in the tariff, nor does such fully conform with the Settlement Agreement<sup>13</sup> that conditioned the reference to use of the Massachusetts EBT Working Group with reference to the NH EDI standards as set forth in §2.11 of the Settlement Agreement:

The Settling Parties agree that Unitil will continue to utilize the rules, processes, standards and procedures of the Massachusetts Electronic Business Transactions Working Group **for the implementation of the POR Program**, unless and until the Company is directed by the Commission to adopt and implement the Electronic Data Interchange (“EDI”) standards developed for New Hampshire; provided, however, that the parties do not waive the right to seek compliance with the New Hampshire EDI standards **where the Massachusetts [EBT] Working Group standards do not support material provisions of existing New Hampshire-approved EDI standards.**

The highlighted text above is used to recommend modification of the EBT Standards definition as shown below in red text with highlighted of text used from the Settlement Agreement.

K. “EBT Standards” shall mean the standards for Electronic Data Interchange transactions between Competitive Suppliers and electric utility companies as set forth in the reports and implementation guides, as amended from time to time, of the Massachusetts Electronic Business Transaction Working Group **for implementation of the Purchase of Receivables Program** and are inclusive of New Hampshire EDI standards approved by the Commission in Order No. 22,919 (May 4,1998) and Order No. 23,013 (September 8, 1998) or subsequent order or regulation to the extent that **the Massachusetts EBT Working Group standards do not support material provisions of the NH EDI standards** as approved by the Commission.

This clarification is also important in as much as the Commission does not have any jurisdiction over the Massachusetts EBT Working Group, whose information is hosted on a National Grid website,<sup>14</sup> unlike the NH EDI Standards that can be found on the PUC website.<sup>15</sup> It is not apparent that the Massachusetts Department of Public Utilities or the Massachusetts Department

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<sup>13</sup> See Settlement Agreement at 2.11, p. 6.

<sup>14</sup> <https://www.nationalgridus.com/energy-service-companies/MA-Electric/EBT/>

<sup>15</sup> <https://www.puc.nh.gov/Electric/edi.htm>

of Energy Resources are exercising any oversight or participating in the Massachusetts EBT Working Group, nor do all NH electric distribution utilities or the DOE.

One practical example of a material functionality that the MA EBT Standards has fields for, but are not required to be enabled, unlike the NH EDI Standards that did expressly provide for them, are the data exchange fields for utilities to communicate 2 or 3-part time-of-use (TOU) usage data and for suppliers to be able to submit 2 or 3-part supply TOU rates for customers on TOU rates, using the same TOU periods as are defined by the utility. However, to date, these features have not been fully enabled by NH utilities. There also appear to be a number of EDI functions that are enabled to various degrees by Unitil and other NH utilities that are called for in the NH EDI Standards but are not required by the MA EBT Standards.

The Joint Implementation Panel testimony at p. 15 of 16 at line 22 refers to an “absence of approved EDI standards for New Hampshire” that would be more accurately stated as “NH’s EDI standards have apparently not been updated since they were originally approved for use in Order No. 22,919 (May 4,1998) pending anticipated rule-making that has yet to occur.” Also, the NH EDI Working Group has not been active for a couple of decades until the NH DOE convened a group early this year. The Commission’s website<sup>16</sup> conflicts with this testimony by stating that NH has approved EDI standards:

**EDI Information** The following files represent the existing approved EDI standards and guidelines: . . . In accordance with Commission Order No. 22,919 the above standards and guidelines are to be used "pending the outcome of a rulemaking on the implementation of EDI standards." Completion of that process is pending.

The New Hampshire DOE’s convening of a NH EDI-EBT Working Group<sup>17</sup> has evoked a productive effort inclusive of the two Co-Chairs of the Massachusetts EBT Working Group, Mr.

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<sup>16</sup> *Id.*

<sup>17</sup> <https://www.energy.nh.gov/edi-ebt-working-group>

Daryush Donyavi of Eversource and Ms. Monica Neibert of ESG Global, an EDI service provider, to update the Massachusetts EDI Implementation Guide<sup>18</sup> to better document some of the EDI functionality of NH utilities, particularly the NH Electric Co-op, which hued closer to the original NH EDI Standards in some respects than the MA EBT Standards. This work should soon be completed and attention should then turn to what functionality, including certain functionality provided for in the NH EDI standards of 1998, is now needed to support modern market functions, but with the additional clarification proposed that the provision seems reasonable for the time being. The Coalition and its contracted Load Serving Entity (LSE) and EDI service provider have been actively participating in the NH EDI-EBT Working Group.

### **III. Language added to recognize applicability exceptions for Community Power Aggregations**

The Coalition appreciates the proposed revisions to T&Cs, Section II.2.16, II.3.7, and II.3.8 to recognize applicability exceptions for Community Power Aggregations. However, there are a few places that were missed or could be made more clear; as such, we recommend the following:

- T&Cs, Section I.2.D<sup>19</sup>, modify the definition as shown in tracked changes: “Competitive Supplier” or “Supplier” shall mean any entity registered with the DOE to sell electricity to retail Customers in New Hampshire ~~including~~ and Community Power Aggregations functioning as load serving entities either directly or through a third-party.” This is to avoid ambiguity that Community Power Aggregations might be a subset of entities registered with the DOE to sell electricity at retail, which they are not.

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<sup>18</sup> Ironically, it seems that the latest version of the MA EDI Implementation Guides can be found on the NH DOE website (under Standards Subgroup), but not the MA EDI Working Group website: <https://www.energy.nh.gov/sites/g/files/ehbemt551/files/inline-documents/sonh/updated-ma-edi-implementation-guides.pdf>

<sup>19</sup> See Attachments to Joint Testimony of Christopher J. Goulding, Joseph F. Conneely, Jeffrey M. Pentz, S. Elena Demeris, and Gary Mathews at PDF page 22, First Revised Page 32.

- T&Cs, Section II.2.1,<sup>20</sup> last sentence that reads: “A Customer may choose only a Competitive Supplier that is licensed by the DOE” would more accurately read “A Customer may choose only a Competitive Supplier that is licensed by registered with the DOE or that is a Community Power Aggregation.” DOE does not license competitive suppliers; it only registers them (and can revoke registration) and there is no such requirement for Community Power Aggregations. Licensing of Competitive Suppliers is done in Massachusetts, so perhaps this was an inadvertent carryover from there.
- T&Cs, Section III.6<sup>21</sup> “Billing Services,” the last sentence before subsection A would be more complete with the added text shown in track changes: “The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EBT Standards and Puc 2205.16(a) and (b), if applicable.” Those rules directly apply here for Community Power Aggregations and are in addition to and consistent with EBT Standards.
- TPA, Section IV(B)<sup>22</sup> as proposed would state “Supplier shall register with and obtain all necessary licensing from the Department of Energy.” Again, there is no licensing issued by the DOE for Suppliers at this time and Community Power Aggregations are not required to register with the DOE, so the sentence would more accurately read: “Supplier shall register with and obtain any necessary licensing from the Department of Energy unless Supplier is a Community Power Aggregation that is functioning as load serving entities either directly or through a third-party pursuant to a Commission approved electric aggregation plan.”

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<sup>20</sup> *Id* at p. 25 of the PDF, First Revised Page 33.

<sup>21</sup> *Id* at p. 32 of the PDF, First Revised Page 39.

<sup>22</sup> *Id* at p. 89 of the PDF, Original Page 81B.

- TPA, Section V, “Representations” In the last paragraph the Supplier is required to warrant “that: (i) the Accounts Receivable represent valid and correct charges due to the Competitive Supplier in accordance with Competitive Supplier’s agreements with those Customers, and Competitive Supplier is not in breach of any of those agreements, . . .”

There are two problems with this requirement. First, Suppliers that are serving Community Power Aggregations are not required and typically do not have “agreements with Customers” (though they could, especially for opt-in products). Second, it is possible that a Supplier could supply a valid and correct rate to the Company through EDI and there could still be an error by the Company in the application of that rate or in the usage supplied by the Company to compute the bill, and the Supplier would not know that until the Accounts Receivable was first generated and then immediately sold to the Company.

One way to resolve these two problems might be language like this: “Supplier warrants that: (i) the [rates and charges provided by the Supplier to the Company to compute the Accounts Receivable](#) represent valid and correct [rates and](#) charges due to the Competitive Supplier in accordance with Competitive Supplier’s agreements with those Customers [or an approved electric aggregation plan](#), and Competitive Supplier is not in breach of any of those agreements [or an applicable approved electric aggregation plan](#), . . .” This may suggest the need for a definition of “electric aggregation plan,” which is defined at RSA 53-E:6 and is required to include detail about rate setting and other costs to participants. TPA, Section VI,<sup>23</sup> “Supplier’s Responsibilities” The last two sentences of the first paragraph reference Supplier’s “license” when none exists. These two sentences would

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<sup>23</sup> *Id* at p. 92 of the PDF, Original Page 83A.



better read as follows: “ Revocation or non-renewal of Competitive Supplier’s [license registration](#) shall be grounds for immediate termination of this Agreement by Company. Further, Competitive Supplier shall maintain its [license registration](#) to act as a Competitive Supplier, as provided in the Department of Energy’s regulations, throughout the term of this Agreement, [as applicable](#).”

- TPA, VII.A.i “Consolidated Billing Service”<sup>24</sup> The last sentence in the first paragraph states “In addition, Competitive Supplier assigns to Company any and all payments received from state, federal, or other agencies **associated with** the Accounts Receivable including without limitation payments for heating or other financial assistance.” The highlighted words “associated with” seem to be excessively broad and the word “for” would be more appropriate. Payments received for the Accounts Receivable should be assigned, but something that is not a payment for the receivable account, but may be associated with it, such as a grant to develop an innovative rate, may not be appropriate to assign to the Company.
- TPA, VII.A.iv “Conditions of Billing”<sup>25</sup> There is something missing or very unclear in the replacement of the verb “respond to” with the new verb “undertake” in the last sentence of the first paragraph as modified: “Other than with respect to the accuracy of Customer meter reads and the mechanics of Consolidated Billing Services as specified above, Company will not undertake bill investigations, Customer inquiries concerning Competitive Supplier charges, collection activities, or the settlement of billing disputes on behalf of Competitive Supplier unless otherwise specified in Exhibit A.” It now reads “Company will not undertake . . . Customer inquiries . . . .” Perhaps what was intended

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<sup>24</sup> *Id* at p. 99 of the PDF, Original Page 83A.

<sup>25</sup> *Id* at pp. 101-102 of the PDF, Original Page 86-86A.

was “Company will not undertake bill investigations [nor respond to](#) Customer inquiries concerning Competitive Supplier charges . . . .” If that is the case, it is especially problematic in light of the proposal to remove the Supplier’s toll-free number from the Consolidated bill, which the Coalition opposes and is addressed below. At a minimum, this text should require that the Company will respond to Customer inquiries about Supplier charges by providing them with the Supplier’s toll-free customer service number. Puc 2205.16(c) provides that “Terms and conditions provided by the utility for CPA billing services shall: (1) Require that customers contacting the utility regarding the billed amount for CPA services or any other CPA issue shall be provided with the CPA’s customer service number;”

#### **IV. Removal of the Supplier toll-free customer service number from customer bills**

The Coalition opposes Unitil’s proposed revision to eliminate the Supplier’s toll-free number for customer inquiries from the customer consolidated bill. Apparently, Unitil wants to delete this requirement from the TPA at Section VII.A.v because they do not comply with this long-standing provision in their TPA, perhaps because Massachusetts does not require it. In any case, other NH utilities provide this information on Consolidated bills, and it is an important service to customer that should be provided, though no administrative rule requires, rather Puc 2205.16(c) requires the utility to provide upon request. This would avoid confusion for customers who otherwise expend time to searching Unitil’s website in order to find their supplier’s toll-free customer service number, if it is actually there and reduce Unitil call center staff time and expense to respond to such inquiries. The proposed webpage, linked to in Unitil’s Testimony<sup>26</sup> does not currently provide toll-free contact numbers for individual Suppliers and

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<sup>26</sup> *Id* at p.103 of the PDF, First Revised Page 87.

instead only provides a link to Supplier websites. New Hampshire Suppliers are only listed on a drop-down menu after Massachusetts Suppliers, and none of them correspond to any Coalition Community Power Aggregations operating in Unutil’s service territory or our contracted LSE, which almost all customers would not recognize even it were listed.

**V. Reference to DOE Licensing in Exhibit B should be removed or qualified.**

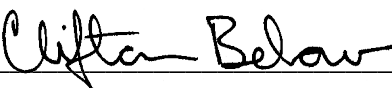
Unutil has proposed adding the following phrase highlighted in yellow to Question 15 in Exhibit B that Suppliers are required to complete: “Has Supplier registered with **and obtained all necessary licensing from** the New Hampshire Department of Energy?” Since none is necessary or required by any law, rule or order, this should either not be added or “all” should read “any” as in “any necessary licensing,” the only purpose of which would be to cover any potential new licensing requirements that might be necessary in the future.

**VI. CONCLUSION**

For all of the foregoing reasons, the Coalition respectfully requests that the Commission direct Unutil to make the proposed revisions to its T&Cs and TPA, find that they result in just and reasonable rates, and approve them as conforming with the Settlement Agreement.

Respectfully submitted,

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

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Dated September 18, 2024

**Certificate of Service**

I hereby certify that a copy of these Comments has this day been sent via electronic mail to all persons on the service list.

Clifton Below

Clifton C. Below

Dated: September 18, 2024