

**BEFORE THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

UNITIL ENERGY SYSTEMS, INC. : DOCKET NO. DE-23-002
PROPOSED PURCHASE OF :
RECEIVABLES PROGRAM : SEPTEMBER 18, 2024

**NRG RETAIL COMPANIES’ COMMENTS
RE SUPPLIER TERMS & CONDITIONS AND
TRADING PARTNER AGREEMENT**

Direct Energy Services, LLC; Direct Energy Business, LLC d/b/a NRG Business; NRG Business Marketing f/k/a Direct Energy Business Marketing, LLC; Reliant Energy Northeast LLC d/b/a NRG Home; and XOOM Energy New Hampshire, LLC (collectively, the “NRG Retail Companies”) hereby submit comments regarding the proposed changes to the Terms and Conditions for Competitive Suppliers (“Terms & Conditions” or “T&Cs”) and Competitive Electric Supplier Trading Partner Agreement (“TPA”) submitted on August 23, 2024 by Unitil Energy Systems Inc. (“UES” or “Company”) in the above-captioned proceeding.

INTRODUCTION

New Hampshire’s municipal aggregation law¹ authorizes municipalities to aggregate electric power supply and operate approved community aggregation programs.² In 2021, the New Hampshire legislature amended that law to authorize the purchase of receivables of competitive electric power suppliers (“CEPS”) by the electric distribution utilities (“EDUs”).³

On October 7, 2022, the Public Utilities Commission (“Commission”) filed final rules with the Division of Administrative Rules implementing the provisions of RSA 53-E (“Puc 2200

¹ Revised Statutes Annotated (“RSA”) Chapter 53-E.

² RSA 53-E:3-a.

³ RSA 53-E:9, II.

Rules”).⁴ Among other things, the Puc 2200 Rules required each EDU to propose a purchase of receivables (“POR”) program.⁵ In compliance with this requirement, on January 10, 2023, UES filed testimony and supporting materials outlining a proposal for a POR program.⁶

On July 19, 2024, the Commission issued an Order Approving Settlement Agreement authorizing UES to implement a POR program.⁷ The Order also continued this proceeding to a second phase for the Commission to review the Company’s proposed revisions to its TPA and T&C tariff.⁸

On August 7, 2024, the Commission issued a Supplemental Order of Notice that, among other things, ordered the Company to file proposed changes to the Terms & Conditions and TPA and offered parties an opportunity to submit comments on those proposed changes.⁹ In accordance with the Notice, on August 23, 2024, UES filed proposed revisions to the Terms & Conditions and TPA.¹⁰ The NRG Retail Companies hereby submit their comments regarding the revised Terms & Conditions and TPA.

COMMENTS

The proposed Terms & Conditions do not fully reflect the terms of the settlement agreement¹¹ approved in the Order. In addition, some of the changes to the proposed TPA go

⁴ 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).

⁵ Puc 2205.16(e).

⁶ See UES Proposed Purchase of Receivables Program (Jan. 10, 2023).

⁷ Order No. 27,036 (Jul. 19, 2024) (“Order”).

⁸ *Id.* at 10.

⁹ Supplemental Order of Notice (Aug. 7, 2024) (“Notice”).

¹⁰ See Joint Direct Testimony of Joseph F. Conneely, Christopher J. Goulding, Jeffrey M. Pentz, S. Elena Demeris, and Gary Mathews (Aug. 23, 2024), Attachments. The Attachments included both clean and redlined versions of the Terms & Conditions and TPA. These comments are based on the proposed changes reflected in the redlined versions.

¹¹ Settlement Agreement (filed Sep. 6, 2023) (“Settlement Agreement”).

beyond those necessary to implement POR. Furthermore, as outlined in Appendices A and B hereto, there are various typographical corrections and further housekeeping changes that are required in both documents. Thus, the NRG Retail Companies request that the Commission direct UES to revise the Terms & Conditions and TPA as described herein and to make the typographical corrections and housekeeping changes outlined in Appendices A and B hereto.

I. THE PROPOSED TERMS & CONDITIONS SHOULD PROPERLY REFLECT THE TERMS OF THE SETTLEMENT AGREEMENT

In Section I.2.K of the Terms & Conditions, the Company proposes to define EBT Standards as “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.”¹² However, pursuant to the terms of the Settlement Agreement:

[UES] 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 Electronic Data Interchange (“EDI”) standards developed for New Hampshire; provided, however, that the parties do not waive the right to seek compliance with New Hampshire EDI standards where the Massachusetts Electronic Business Transactions standards do not support material provisions of existing New Hampshire-approved EDI standards.¹³

To ensure consistency with the Settlement Agreement and avoid potential future confusion regarding which standards apply, the NRG Retail Companies request that the Commission require the Company to incorporate the provisions of Section 2.11 of the Settlement Agreement into the EBT Standards definition in the Terms & Conditions.

¹² Terms & Conditions, Section I.2.K (emphasis added).

¹³ Settlement Agreement, Section 2.11 (emphasis added).

II. THE PROPOSED TPA MODIFICATIONS GO BEYOND THOSE NECESSARY TO IMPLEMENT POR

The NRG Retail Companies support changes to the TPA that are necessary to implement POR or are considered administrative “clean-ups.” However, some of the TPA changes proposed by UES go beyond those areas. In particular, UES has proposed the following changes to the TPA that are unrelated to POR and that are not of a housekeeping nature:

Section VI: The Company has proposed adding the word “immediate” before termination in the event a supplier’s registration is revoked or not renewed. The addition of the term “immediate” fails to account for the fact that a supplier may seek to have a revocation or nonrenewal reviewed. If the TPA were terminated during that review period, it would cause suppliers irreparable harm. Thus, the Commission should reject this proposed change.

Section VI: The Company proposes adding a sentence to the TPA that would allow it to change the vehicle for transmission of electronic transactions upon the providing of at least seven (7) days’ notice to the supplier. However, such a change could have substantial implications for the manner in which the Company and supplier do business. Moreover, seven (7) days is not sufficient time for suppliers to modify their own systems to accept transactions through a new electronic transactions transmission vehicle. Furthermore, absent an emergency, the Company will know well in advance of its intent to change its electronic transactions transmission vehicle. Thus, the NRG Retail Companies request that the Commission require the Company to provide at least ninety (90) days’ advance notice of such a change.

Section VII.A.iv: The Company proposes changes that go beyond those necessary to implement POR and, in fact, are inconsistent with the POR program. Specifically, with respect to consolidated bills that include supplier charges, the Company proposes to add language that would relieve it of the obligation to undertake bill investigations, respond to customer inquiries

regarding collection activities, or settle billing disputes. Because they go beyond the changes necessary to implement POR, these proposed changes should be rejected. Moreover, with the implementation of POR, the Company will be responsible for not only the billing of supplier charges included on consolidated bills but collection of those charges. As a consequence, in some cases, the Company will have more information about these matters than the supplier. Accordingly, the Company should not be permitted to abdicate any and all related obligations and should, at a minimum, be required to provide suppliers with reasonable assistance in billing investigations related to supplier charges, responding to customer inquiries regarding collection activities, and settling billing disputes.

Section VI.A.v.: The Company proposes removing its obligation to include the supplier's telephone number on the customer bill. Such a change has no relationship to the implementation of a POR program. Moreover, customers should be given easy access to the information necessary to contact suppliers in the event of questions about the suppliers' charges that appear on the Company's consolidated bill especially if the Company is permitted to make its proposed changes to Section VII.A.iv of the TPA. Thus, the Commission should reject this proposed change.

Section VI.B; Exhibit B, Removed Paragraph E: The Company proposes to make various changes to its obligations regarding load reporting. However, these changes have no relationship to the implementation of a POR program. Moreover, the ability for suppliers to obtain information from the Company about the load reported to ISO New England is essential for suppliers to ensure that the information is accurate and that suppliers have sufficient opportunity to find and correct errors through the ISO New England Requested Billing Adjustment ("RBA")

process, which places strict time limits on requests for such adjustments. Thus, all changes to the Company's load reporting obligations should be rejected.

CONCLUSION

For all the foregoing reasons, the NRG Retail Companies request that the Commission direct UES to revise the Terms & Conditions and TPA as outlined herein and to make the typographical corrections and housekeeping changes outlined in Appendices A and B hereto.

Respectfully Submitted,
DIRECT ENERGY SERVICES, LLC;
DIRECT ENERGY BUSINESS, LLC; NRG
BUSINESS MARKETING, LLC;
RELIANT ENERGY NORTHEAST LLC;
AND XOOM ENERGY NEW
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Appendix A

Terms & Conditions Typographical Corrections

The NRG Retail Companies propose the following typographical corrections and housekeeping changes to the Terms & Conditions:

Throughout: Fix paragraph/subparagraph alignment

Section I.1.B: Change “Utility” to “Utilities”

Section II.1: Change “licensed” to “registered” in last sentence

Section II.2: Change numbering of subparagraphs to capital letters

Section II.2(3): Add “(as defined in the ISO-NE Transmission, Markets and Services Tariff)” after Regional Transmission Service

Section II.2(4): Change “retail customers” to defined term “Customers”

Section II.2(9): Remove initial capitalization from Meters because it is not defined

Section II.2(11): Change “contacted” to “requested”

Section II.3: Change numbering of subparagraphs to capital letters

Section II.3(1): Remove “and licensing”

Section II.3(6): Change “Report” to “EBT Standards”

Section II.3(8): To correctly identify the means by which customer authorization can be obtained, add “as required by Puc 2000 rules” after “necessary authorization” in first sentence and delete second sentence

Section III.1.B(4): Remove initial capitalization from Supplier Service because it is not defined

Section III.2.B: Add “(as defined in the Company’s Terms and Conditions for Distribution Service)” after Electronic Enrollment

Section III.4.C: Change “ISO New England or its successor” to the defined term “ISO-NE”

Section III.5.C: Add “(as described in Appendix B)” after Enhanced Metering Services and after Interval Data Services

Section III.6:

- In second paragraph, add “(as described in III.6.A below)” after Standard Billing Service and add “(as described in III.6.B below)” after Consolidated Billing Service
- In third paragraph, change definition from “Participating Competitive Suppliers” to “Participating Suppliers” and remove initial capitalization from Consolidated Bill because that term is not defined

Section III.6.B(4):

- Change “trading partner agreement entered into by the Competitive Supplier and the Company” to the defined term “Trading Partner Agreement”
- In subparagraph (a), remove initial capitalization from Residential Service Class and General Service Class because the terms are not defined
- In penultimate sentence of subparagraph (b), change “budget billing Program” to “budget billing program.”
- In last sentence of subparagraph (b), change “customer” to “Customer”
- In subparagraph (b), remove initial capitalization from Residential Service Class and General Service Class because the terms are not defined
- In subparagraph (b), remove initial capitalization from Customer Class in DPRcc because it is not defined
- In subparagraph (b), change “Participating Competitive Suppliers” to “Participating Suppliers”
- At end of subparagraph (b)(iii), change “ACPCC” to “ACPcc”

Section III.6.B(5)a: Remove initial capitalization from Residential Service Class and General Service Class because those terms are not defined

Section III.6.B(6): Delete this provision as it is no longer needed once POR is implemented. If the provision is retained, it should be modified to accurately reflect current payment hierarchy

Section III.6.B(7): Remove initial capitalization from Customer Information System because it is not defined

Section III.6.D(2): Remove initial capitalization from Summary Billing because it is not defined

Section III.6.E.a: Should be designated as III.7

Section III.6.E.b: Should be designated as III.8. If this is not corrected, then the cross-reference in Section II.2(13) will need to be corrected

Section III.8.D(3): Include reference to Appendix A for losses

Section III.6.E.c: Should be designated as III.9

Appendix B, Paragraph I(D)(4): Change “customer” to the defined term “Customer”

Appendix B, Paragraph II(A)(1): In first sentence, change customers (in 2 locations) to the defined term “Customers”

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Appendix B

TPA Typographical Corrections

The NRG Retail Companies propose the following typographical corrections and housekeeping changes to the TPA:

Initial Paragraph: Revise beginning of first sentence to read: “This Competitive Electric Supplier Trading Partner Agreement (“Agreement”)”

Section I: As used in the first sentence, “Competitive Suppliers of electricity” should not have initial capitalization

Section II:

- In Accounts Receivable Purchase Price definition, change “Terms and Conditions” to the defined term: “Terms & Conditions”
- In Affiliate(s) definition, remove the initial capitalization from Person throughout definition because the term is not defined
- In Discount Percentage Rate definition, change “Terms and Conditions” to the defined term: “Terms & Conditions”
- In Unbilled Accounts Receivable definition, change Article 7 to “Section VII” to reflect naming and numbering conventions in rest of Agreement

Section IV

- Fix subsection numbering
- Subsection B: delete “and obtain all necessary licensing from”

Section V: Revise beginning of first sentence of paragraph 5 to read: “Competitive Supplier warrants that it has the power to assign and sell the Accounts Receivable to Company”

Section VI

- In first paragraph, change license to “registration”
- In second paragraph, to account for the definitions already included in the Terms & Conditions, change subparagraph (i) to “be an ISO-NE Market Participant having its own Settlement Account”
- In fourth paragraph, change “Terms and Conditions” to the defined term: “Terms & Conditions”

Section VII

- Throughout first paragraph, remove initial capitalization from Tariff because it is not a defined term
- In the first sentence of subparagraph A.i, remove initial capitalization from Option because it is not a defined term
- Revise the last sentence of the first paragraph of subparagraph A.i to read: “The Competitive Supplier choosing Consolidated Billing Service for any account agrees to sell any and all Accounts Receivable associated with such billed accounts to the Company in accordance with the Terms & Conditions and the Program.”
- Revise the beginning of the first sentence of the second paragraph of subparagraph A.i to read: “As described in the Terms & Conditions and as approved by the Commission”
- Revise the penultimate sentence in the second paragraph of subparagraph A.i to read: “Company shall have the right to endorse the name of the Competitive Supplier on any and all remittances by Customers for the Accounts Receivable received by Company that are payable to Competitive Supplier, and the right to collect the same from Customers.”
- Revise the last sentence in the second paragraph of subparagraph A.i to read: “In addition, Competitive Supplier assigns to Company any and all payments received from state, federal, or other agencies for the Accounts Receivable including without limitation payments for heating or other financial assistance.”
- In the third paragraph of subparagraph A.i, change “Standard Complete Billing Percentage” to “applicable Discount Percentage Rate”
- In the first sentence of subparagraph A.ii, remove initial capitalization from Option because it is not a defined term
- In subparagraph A.vi, change “Terms and Conditions” to the defined term: “Terms & Conditions”
- In subparagraph B, change “Terms and Conditions” to the defined term: “Terms & Conditions”

Section X: In order to account for the use of third-party vendors to provide certain services/functions (e.g., EDI vendors), revise the beginning of the first sentence to read: “Except as required for the Parties to perform their obligations under the Terms & Conditions or TPA or to provide service to Customers, neither Party may disclose”

Section XI: In the last sentence of the first paragraph, change “Terms and Conditions” to the defined term: “Terms & Conditions”

Section XIII

- Delete “In accordance with Section VII, B,” from the first paragraph because that section does not reference indemnification or errors
- Delete “and in Section VII, B” from the first sentence of the second paragraph because that section does not reference indemnification

- In second paragraph, change “Terms and Conditions” to the defined term: “Terms & Conditions”
- In third paragraph, change “Company’s reasonable control” to “either Party’s reasonable control”
- In fourth paragraph, change “Terms and Conditions” to the defined term: “Terms & Conditions”

Section XIV: Delete because it is unnecessary

Exhibit A:

Paragraph 1:

- Change “Terms and Conditions” to the defined term: “Terms & Conditions”
- Remove initial capitalization from “Budget Billing Program” because the term is not defined

Paragraph 2

- Remove initial capitalization from “Summary Billing” because the term is not defined

Paragraph 3

- Change “PUC” to the defined term: “Commission”

Paragraph 4

- Change “Eastern Standard Time” to: “Eastern Prevailing Time”

Exhibit B

Paragraph A.4: Change “incorporation” to “organization”

Paragraph A.15: Change “licensing” to “registrations”

Paragraph D.1:

- Fix numbering
- Change “ISO-NE member” to defined term: “Market Participant”
- Change “ISO-NE Participant ID” to defined term: “Market Participant ID”

CERTIFICATE OF SERVICE

I hereby certify that a copy of these Comments and Appendices have this day been sent via electronic mail or first-class mail to all persons on the service list.

Joey Lee Miranda

Dated: September 18, 2024