

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

UNITIL ENERGY SYSTEMS, INC.
PROPOSED PURCHASE OF RECEIVABLES PROGRAM

Docket No. DE 23-002

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this 5th day of September 2023, by and among Unitil Energy Systems, Inc. (“Unitil” or the “Company”), the New Hampshire Department of Energy (the “Department”), the Community Power Coalition of New Hampshire (“CPCNH”), and Direct Energy Services, LLC, Direct Energy Business, LLC, Direct Energy Business Marketing, LLC, Reliant Energy Northeast LLC, and XOOM Energy New Hampshire, LLC (together, the “NRG Retail Companies” and collectively with Unitil, the Department, and CPCNH, the “Settling Parties”) to resolve certain issues related to the above-captioned proceeding and to provide a process for the resolution of the remaining issues, which are addressed in Section 3 of this Agreement. This Agreement contains the recommendations of the Settling Parties with respect to approval by the New Hampshire Public Utilities Commission (“Commission”) of the mechanics of Unitil’s proposed Purchase of Receivables program (“POR Program”).

SECTION 1. INTRODUCTION AND PROCEDURAL HISTORY

1.1 In 2021, New Hampshire House Bill 315 added Section 9 to Revised Statutes Annotated (“RSA”) 53-E. Section 9 requires each electric distribution utility to propose a POR Program to the Commission. Puc § 2205.16(e) required each electric distribution utility to propose a POR Program within 90 days of the effective date of the Puc 2200 Rules (i.e., by January 10, 2023). On January 10, 2023, pursuant to RSA 53-E:9 and Puc § 2205.16(e), Unitil filed testimony and exhibits in support of a proposed POR Program.

1.2 Following two sets of discovery and one technical session, the Department, CPCNH, and the NRG Retail Companies filed written technical statements, testimony, and comments, respectively, on June 9, 2023. Productive settlement discussions took place on June 15, 2023, July

12, 2023, July 18, 2023, July 26, 2023, and August 30, 2023, which ultimately led to this Agreement.¹

SECTION 2. POR PROGRAM MECHANICS AND PROCESSES

2.1 Any capitalized terms used herein and not defined shall have the meanings ascribed to them in the Company's currently applicable Terms and Conditions for Competitive Suppliers tariff.

2.2 The Settling Parties agree that all Suppliers² that choose Consolidated Billing Service from the Company will be automatically enrolled in Unitil's POR Program ("Participating Suppliers").

2.3 The Settling Parties agree that Participating Suppliers must sell the accounts receivable for all of their customers on Consolidated Billing Service to Unitil.

2.4 The Settling Parties agree that Unitil shall pay Participating Suppliers the full amounts due from Customers for Generation Service, less a discount percentage rate ("DPR"), calculated in accordance with Section 2.6 below. For any Customer that has elected budget billing, the full amounts due for Generation Service shall be based on the Customer's actual usage, rather than the amount the Customer is billed under the Company's budget billing program. In all other instances, the full amounts due for Generation Service shall be based on the amount actually billed to the Customer.

2.5 The Settling Parties agree that Unitil shall calculate separate DPRs for two Customer classes: (1) the Residential Service Class; and (2) the General Service Class.³ The DPRs for each Customer class shall be in effect for a 12-month period with an effective date beginning May 1st

¹ The settlement discussions held on July 18 and July 26 included representatives of Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty and Public Service Company of New Hampshire d/b/a Eversource Energy. The purpose of those joint settlement discussions was to achieve consistency, where possible, among the POR programs to be implemented by the three electric distribution companies.

² The term "Supplier" as used herein, means any entity registered with the Department to sell electricity to retail Customers in New Hampshire and Community Power Aggregations, as defined in Puc 2202.05, functioning as load serving entities.

³ The Residential Service Class and the General Service Class shall be designated by the Company for purposes of the POR Program and approved by the Commission. The Residential Service Class currently consists of Domestic Schedule D customers. The General Service Class currently consists of rate schedule G-1, G-2, and Outdoor Lighting customers.

each year, subject to a potentially different effective date for initial implementation as detailed in Section 2.10 below.

2.6 The Settling Parties agree that the DPR shall be comprised of the uncollectible percentage (“UP”), the administrative cost percentage (“ACP”), and the past period reconciliation percentage (“PPRP”) and shall be calculated as shown in the illustrative examples in Attachment A and as follows:

$$\text{DPR}_{\text{CC}} = \text{UP}_{\text{CC}} + \text{ACP}_{\text{CC}} + \text{PPRP}_{\text{CC}}$$

Where:

CC = The Customer class defined as Customers in a rate class or classes as designated by the Company for purposes of the POR Program and approved by the Commission. For purposes of the calculation, there shall be two Customer classes: (1) Residential Service Class; and (2) General Service Class.

DPR_{CC} = discount percentage rate for the Customer class to be deducted from the full amounts due to Participating Suppliers for Generation Service.

UP_{CC} (uncollectible percentage by customer class) = the total net write-offs for accounts in the Customer class receiving Default Service or Generation Service with Consolidated Billing Service. This percentage is based on net write-off amounts for the Customer class for the most recent calendar year prior to the annual filing, divided by the total amounts billed for Default Service and Generation Service for the Customer class for the same period, including late payment fees if included in net write-offs.

During the first year or other initial implementation period, as detailed in Section 2.10, of POR Program operation, the UP_{CC} will be the total net write-offs for the Customer class based on actual data for Default Service Customers, divided by the total amounts billed by the Company for Default Service, including late payment fees if included in net write-offs. The period used to calculate the initial implementation uncollectible percentage will be the most recent calendar year prior to the compliance filing to implement the initial rate.

ACP_{CC} (administrative cost percentage) = total actual administrative costs, and any forecasted administrative costs to be recovered for the subsequent year, divided by the total amounts billed for Generation Service by the Company for the most recent calendar year prior to the annual filing. Administrative costs shall include the recovery of costs directly related to the development and implementation of changes to billing, information and accounting systems directly related to the billing procedures necessary to incorporate a POR Program into Consolidated Billing Service as instituted in accordance with RSA

Chapter 53-E:9, and ongoing, incremental administrative costs directly associated with providing such POR Program, to the extent approved by the Commission.

PPRP_{CC} (past period reconciliation percentage by customer class) = the sum of the following five components divided by the total amounts billed to Customers in the Customer class for Generation Service under Consolidated Billing Service for the same calendar year period:

- (1) the reconciliation balance for the prior period;
- (2) the difference between (a) the net write-off percentage actually experienced during the prior calendar year for Customers in the Customer class to whom the Company billed Default Service and Generation Service under Consolidated Billing Service, which is calculated by dividing the net write-offs actually experienced by the total amounts actually billed to Customers in the Customer class for Default Service and Generation Service, multiplied by the amount due to Participating Suppliers during the prior calendar year and (b) the total amounts actually billed to Customers in the Customer class for Generation Service purchased from Participating Suppliers multiplied by the applicable UP_{CC};
- (3) the difference between (a) the administrative costs actually incurred⁴ during the prior calendar year for Customers in the Customer class purchasing Generation Service from Participating Suppliers; and (b) the total amounts actually billed to Customers in the Customer Class for Generation Service purchased from Participating Suppliers multiplied by the applicable ACP_{CC};
- (4) the total amounts actually billed to Customers in the Customer class for Generation Service purchased from Participating Suppliers multiplied by the applicable PPRP_{CC}; and
- (5) interest calculated on the average monthly balance of the past period reconciliation using the prime rate, as defined in PUC 1202.13.

2.7 The Settling Parties agree that payments to Participating Suppliers shall be made monthly based on the combined average payment period for all Customers on Default Service and Consolidated Billing Service. The same payment date shall apply to both the Residential Service Class and the General Service Class. The payment date shall be calculated using actual historical data for the most recent calendar year prior to the annual filing. The payment date will be on the closest business day approximately equal to the mid-point of the billing month plus the average payment period from billing to utility receipt of Customer payments for the most recent calendar

⁴ The Company will assign the actual implementation costs between the Residential Service Class and General Service Class based on the prior year Participating Supplier billings for each Class as a percentage of the total billings.

year prior to the annual filing. The payment date shall be calculated based on the methodology most recently approved by the Commission. The payment date shall remain in effect for a twelve-month period with an effective date beginning May 1st, subject to a different effective date for initial implementation as detailed in Section 2.10 below.

2.8 The Settling Parties agree the Company shall pay Participating Suppliers for existing accounts receivable of Customers billed under Consolidated Billing Service as of the commencement of the POR Program. The amounts purchased for the existing receivables shall be subject to full reconciliation in accordance with the PPRPcc calculation described in Section 2.6 above.

2.9 The Settling Parties agree that the Company will make an annual reconciliation filing with the Commission on or before March 1st of each year (subject to the provisions in Section 2.10 concerning the initial implementation) providing the calculation of the DPRs and the payment date that will be in place for the forthcoming year, with an effective date beginning May 1st (subject to the provisions in Section 2.10 concerning the initial implementation), and such filing will include documentation supporting those calculations.

2.10 The Settling Parties agree that the Company will begin the testing and process modifications necessary to implement the POR Program following a final order by the Commission approving this Agreement (“Phase I Order”). The Settling Parties further agree that the Company will not offer the POR Program to Suppliers until the Commission has issued a final order approving revisions to the Competitive Electric Supplier Trading Partner Agreement (the “TPA Revisions”) and the Company’s revised Terms and Conditions for Competitive Suppliers tariff (the “T&Cs”) necessary to fully implement the POR Program (“Phase II Order”). The Company shall deliver the revised TPA to all active Suppliers no later than five (5) business days following the Phase II Order and require that Suppliers return the executed TPA. The Settling Parties agree the Company will implement the POR Program on the first day of the calendar month following receipt of executed TPAs incorporating the TPA Revisions from all Suppliers participating in Consolidated Billing Service no later than the fifteenth day of the prior month or such other date as approved by the Commission in the Phase II Order. As discussed in Section 3,

the Settling Parties request that revisions to the TPA and the T&Cs be addressed in a second phase of this proceeding. The Company shall make a compliance filing with the Commission for the initial implementation of the POR Program on the later of (1) five months from the date of the Phase I Order or (2) one month from the date of the Phase II Order. Such compliance filing shall set forth the calculation of the DPRs and the payment date that will be in place for the first year or other initial implementation period, as detailed in Section 2.10, of the POR Program. Such compliance filing shall also define the effective date⁵ for the initial implementation of the POR Program. The DPRs and the payment date shall remain in effect from the date of the Commission's approval until a new rate and payment date is approved for effect the succeeding May 1st.

2.11 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 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.

2.12 The Settling Parties agree that the Company will propose to recover the incremental costs directly related to the development and implementation of changes to billing, information, and accounting systems directly related to the billing procedures necessary to incorporate the POR Program into Consolidated Billing Service through the ACP component of the initial DPR. To the extent there is any residual over- or under-recovery, the Company will propose to reconcile that amount through the PPRPcc.

⁵ If all Suppliers have signed the revised TPA prior to the compliance filing, a set date for POR Program implementation will be provided. Otherwise, the implementation date will be dependent on the timing of receipt of executed TPAs as explained above or such other date as approved by the Commission in the Phase II Order.

SECTION 3. TERMS AND CONDITIONS FOR SUPPLIERS AND TRADING PARTNER AGREEMENT

3.1 The Settling Parties agree that this proceeding should be bifurcated into two phases, with the second phase focused on revisions to the T&Cs and TPA, which are necessary to fully implement the POR Program.

3.2 As explained in Section 2.10 above, the Company will not offer the POR Program to Suppliers until the Commission has issued a Phase II Order and will not implement the POR Program until the first day of the calendar month following receipt of executed TPAs from all Suppliers participating in Consolidated Billing Service no later than the fifteenth day of the prior month or such other date as approved by the Commission in the Phase II Order.

SECTION 4. GENERAL PROVISIONS

4.1 This Agreement is expressly conditioned upon the Commission's acceptance of all its provisions, without change or condition. If the Commission does not accept this Agreement in its entirety, without change or condition, or if the Commission makes any findings that go beyond the scope of this Agreement, and any of the Settling Parties does not agree with the changes, conditions or findings, that Settling Party may request that the Agreement be withdrawn or, alternatively, request a hearing on any discrete finding or conclusion that departs from or goes beyond the scope of the Agreement.

4.2 Under this Agreement, the Settling Parties agree to this joint submission to the Commission, which represents a compromise and settlement of the matters identified herein.

4.3 The Settling Parties agree that the Commission's acceptance of this Agreement does not constitute continuing approval of, or precedent for, any particular issue in this proceeding other than those specified herein. Acceptance of this Agreement by the Commission shall not be deemed to constrain the Commission's exercise of its authority to promulgate future orders, regulations or rules that resolve similar matters affecting other parties in a different fashion.

4.4 This Agreement shall not be deemed an admission by any of the Settling Parties that any allegation or contention in this proceeding by any other party is true and valid. This Agreement shall not be construed to represent any concession by any Settling Party hereto regarding positions taken with respect to Unitil's proposed POR Program in this docket, nor shall this Agreement be deemed to foreclose any Settling Party in the future from taking any position in any subsequent proceedings.

4.5 The Settling Parties agree that all testimony, written position statements, comments, and supporting documentation submitted into the record should be admitted as exhibits ("Exhibits") for the purpose of considering this Agreement and be given whatever weight the Commission deems appropriate. Consent by the Settling Parties to admit all Exhibits without challenge does not constitute agreement by any of the Settling Parties that the content of the Exhibits is accurate or that the views of the witnesses or party submitting the Exhibits should be assigned any particular weight by the Commission. The resolution of any specific issue in this Agreement does not indicate the Settling Parties' agreement to such resolution for purposes of any future proceedings.

4.6 The rights conferred and the obligations imposed on the Settling Parties by this Agreement shall be binding on and inure to the benefit of any successors in interest or assignees as if such successor or assignee was itself a signatory party. The Settling Parties agree to cooperate in advocating the approval of this Agreement by the Commission in its entirety and without modification.

4.7 This Agreement is the product of confidential settlement negotiations. The content of these negotiations, including any documents prepared during such negotiations for the purpose of reaching a settlement, shall be privileged and all offers of settlement shall be without prejudice to the position of any party presenting such offer.

4.8 This Agreement may be executed in multiple counterparts, which together shall constitute one agreement.

SECTION 5. CONCLUSION

5.1 The Settling Parties affirm that Commission approval of the proposed Agreement is in the public interest and should be approved.

[signature page to follow]

NEW HAMPSHIRE DEPARTMENT OF ENERGY

By: /s/ Alexandra K. Ladwig
Alexandra K. Ladwig
Staff Attorney/Hearings Examiner

Dated: September 5, 2023

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

By: _____
Clifton Below
Chair, Community Power Coalition of New Hampshire

Dated:

NRG RETAIL COMPANIES

By: _____
Joey Lee Miranda, Esq.

Dated:

UNITIL ENERGY SYSTEMS, INC.

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UNITIL ENERGY SYSTEMS, INC.

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Dated: September 5, 2023

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