

**BEFORE THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

PUBLIC SERVICE COMPANY OF NEW : DOCKET NO. DE 23-004
HAMPSHIRE D/B/A EVERSOURCE :
ENERGY PROPOSED PURCHASE OF :
RECEIVABLES PROGRAM : OCTOBER 8, 2024

**NRG RETAIL COMPANIES' COMMENTS
RE SUPPLIER TERMS AND CONDITIONS AND
SUPPLIER SERVICES MASTER 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 Energy Service Providers (“Terms and Conditions”) and Competitive Electric Supplier Services Master Agreement (“Master Agreement”) submitted on September 23, 2024 by Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” 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

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

² RSA 53-E:3-a.

³ RSA 53-E:9,II.

On October 7, 2022, the Public Utilities Commission (“Commission” or “NHPUC”) filed final rules with the Division of Administrative Rules implementing the provisions of RSA 53-E (“Puc 2200 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, Eversource filed testimony and supporting materials outlining a proposal for a POR program.⁶

On August 22, 2024, the Commission issued an Order Approving Settlement Agreement authorizing Eversource 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 Master Agreement and Terms and Conditions.⁸

On August 29, 2024, the Commission issued a Supplemental Order of Notice that, among other things, directed the Company to file proposed changes to the Terms and Conditions and Master Agreement and offered parties an opportunity to submit comments on those proposed changes.⁹ In accordance with the Notice, on September 23, 2024, Eversource filed proposed revisions to the Terms and Conditions and Master Agreement.¹⁰ The NRG Retail Companies hereby submit their comments regarding the revised Terms and Conditions and Master Agreement.

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 Eversource Proposed Purchase of Receivables Program (Jan. 10, 2023).

⁷ Order No. 27,049 (Aug. 22, 2024) (“Order”).

⁸ *Id.* at 10.

⁹ Supplemental Order of Notice (Aug. 29, 2024) (“Notice”).

¹⁰ See Technical Statement of Brendan J. O’Brien, Scott R. Anderson, and Daryush Donyavi (Sep. 23, 2024) (“Technical Statement”), Attachments.

COMMENTS

For the reasons set forth more fully below, the NRG Retail Companies request that the Commission direct Eversource to revise the Terms and Conditions and Master Agreement as described herein and to make the typographical corrections and housekeeping changes outlined in Appendices A and B hereto.

I. THE COMMISSION SHOULD REQUIRE EACH OF THE EDUS TO ADOPT CONSISTENT SUPPLIER TERMS AND AGREEMENTS

There are significant differences between the supplier terms and conditions and agreements of the three EDUs. However, as a general matter, there is no reason for these differences. For instance, Until Energy Systems, Inc. (“Until”) has proposed using “the prime rate, as defined in PUC 1202.13” to calculate the interest in its past period reconciliation percentage by customer class.¹¹ In Puc 1202.13, the prime rate is defined as: “the rate reported in the Wall Street Journal on the first business day of the month preceding the beginning of each calendar quarter, or the average of the rates so reported that day.”¹² Liberty proposes using the “Prime Rate,”¹³ which is defined slightly differently as: “the prime rate, fixed on a quarterly basis and established as reported in the Wall Street Journal on the first business day of the month preceding the calendar quarter.”¹⁴ Eversource proposes “using the prime rate as reported in the Wall Street Journal, consistent with the interest calculation performed by the Company for other

¹¹ Docket No. DE 23-002, *Until Energy Systems, Inc. Proposed Purchase of Receivables Program*, Unutil Energy Systems, Inc. Joint Supplement Testimony of Christopher J. Goulding, Joseph F. Conneely, Jeffrey M. Pentz, S. Elena Demeris, and Gary Mathews (Oct. 4, 2024) (“Unutil Testimony”), Attachment IP-Supplemental-4, Original Page 40B.

¹² Puc 1202.13.

¹³ Docket No. 23-003, *Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Proposed Purchase of Receivables Program*, Direct Testimony of Robert Garcia and Melyssa M. Flaherty (Sep. 24, 2024) (“Liberty Testimony”), Attachment 2, at 17.

¹⁴ Liberty Electricity Delivery Service Tariff (“Tariff”), First Revised Page 21D.

annually reconciling rate mechanisms.”¹⁵ The NRG Retail Companies recognize that both Puc 1202.13 and the Liberty and Eversource definitions refer to the prime rate reported in the Wall Street Journal.¹⁶ However, each of the EDU’s description of how the Wall Street Journal rate is determined varies. Moreover, if Puc 1202.13 is changed in the future to use some other bases to determine the prime rate, the change will only apply to the Unitil interest calculation even though all the EDUs are subject to Puc 1202.13. Further, Puc 1202.13 provides more clarity for CEPS because it specifically sets forth how the prime rate will be calculated.¹⁷ Conversely, in order to determine how Eversource will calculate the prime rate, CEPS will have to find Eversource’s most recent reconciliation filings.¹⁸

Another example of inconsistencies is the indemnity language used by the EDUs. Both Unitil and Eversource provide for mutual indemnities.¹⁹ Liberty, on the other hand, only provides for an indemnity in favor of Liberty.²⁰ Given that the EDUs control the vast majority of the data used to calculate customer bills and to determine the load reported to ISO-NE for CEPS, mutual indemnities are more appropriate because they provide CEPS with protections from claims resulting from the acts or omissions of the EDU.

There are also inconsistencies in the period of time the EDUs provide CEPS to cure a default. Unitil provides a 30-day cure period²¹ while Eversource and Liberty only provide a 15-day cure period.²² Depending on the nature of the purported breach, a cure may not be able to be

¹⁵ Terms and Conditions, § 9(d).

¹⁶ Compare Puc 1202.13 with Terms and Conditions, § 9(d).

¹⁷ Puc 1202.13.

¹⁸ Terms and Conditions, § 9(d).

¹⁹ See Master Agreement, at § XIII; Unitil Testimony, Attachment IP-Supplemental-3 (“Unitil TPA Redline”), First Revised Page 93.

²⁰ Liberty Testimony, Attachment 2, at 21.

²¹ Unitil TPA Redline, First Revised Page 92.

²² Liberty Testimony, Attachment 1, at 23; Eversource Agreement, § XI.

effectuated in a 15-day period. Thus, all of the EDUs should be required to provide for a 30-day cure period.

The above only provide a few examples of the inconsistencies between the EDUs. To avoid inconsistencies in the manner in which the EDUs administer their supplier terms and agreements, the NRG Retail Companies request that the Commission require each of the EDUs to adopt identical terms and agreements except to the extent changes are needed to account for operational differences at the EDUs. In addition, to ensure that future changes do not create inconsistencies between the EDUs, the Commission should also require the EDUs to receive approval from the Commission for any future changes to those documents that would be generally applicable to CEPS.

II. EVERSOURCE SHOULD BE REQUIRED TO PROVIDE CEPS WITH PAYMENT/ADJUSTMENT DETAILS ABOUT THEIR ACCOUNTS RECEIVABLE

Pursuant to the Terms and Conditions and Master Agreement, Eversource would only be required to provide CEPS with the details supporting the amounts paid for the Accounts Receivable “upon request.”²³ Because Eversource will have all of the information necessary to determine the amount that CEPS will be paid for their Accounts Receivable and CEPS will only be able to determine if they have been paid the correct amount with this “payment/adjustment”

²³ Terms and Conditions, § 9(b) (“The Company shall send a ‘payment/adjustment’ detail spreadsheet *upon request* once the funds have been sent to the Supplier in accordance with the rules and procedures set forth in the EDI standards, or in accordance with a negotiated, uniform set of rules and procedures that apply to all Participating Suppliers.”) (emphasis added); Master Agreement, § VI(G)(2) (“The Company shall send a monthly ‘payment/adjustment’ spreadsheet to each Supplier *upon request* to notify Supplier of the amount for which the Company will purchase Supplier’s Accounts Receivable.”) (emphasis added).

detail, Eversource should be required to provide this information to CEPS each month without the need for CEPS to request it.

III. THE MASTER AGREEMENT SHOULD PROPERLY REFLECT THE TERMS OF THE SETTLEMENT AGREEMENT

Currently, the Eversource Master Agreement defines “EDI Standards” as the “recommendations made by the Electronic Data Interchange Working Group Report . . . made effective by NHPUC Order No. 22,919 and other applicable regulations of the NHPUC.”²⁴ Eversource does not currently use those recommendations to process electronic data interchange (“EDI”) transactions.²⁵ Instead, “Eversource has followed the Massachusetts EBT [electronic business transactions] standards maintained by the Massachusetts EBT working group.”²⁶ The Massachusetts EBT Standards are different than the “recommendations made by the Electronic Data Interchange Working Group Report . . . made effective by NHPUC Order No. 22,919 and other applicable regulations of the NHPUC.”²⁷ Despite this, Eversource proposes maintaining the current definition.²⁸

Maintaining the current definition would not, as Eversource admits, accurately reflect how EDI transactions are currently processed.²⁹ Moreover, although Eversource currently uses the Massachusetts EBT Working Group standards, the Settlement Agreement contemplates the

²⁴ Master Agreement, § I.

²⁵ Technical Statement, at 4.

²⁶ *Id.*

²⁷ Master Agreement, § I.

²⁸ *Id.*; *see also* Technical Statement, at 4-5.

²⁹ Technical Statement, at 4 (“In the absence of approved EDI standards for New Hampshire, Eversource has followed the Massachusetts EBT standards maintained by the Massachusetts EBT working group.”).

potential that New Hampshire will adopt and implement its own EDI standards.³⁰ Thus, defining the EDI Standards as those used in Massachusetts could require future modifications to the definition. Thus, the NRG Retail Companies recommend that Eversource be required to define the EDI Standards more generically. For example, Eversource could define the EDI standards as: “The electronic data interchange protocols and standards approved by the NHPUC for use by the Company.” This broader definition would, consistent with the Settlement Agreement, allow the Commission to authorize the continued use of the Massachusetts EBT Working Group standards but also account for the possibility that New Hampshire specific standards may be implemented in the future.

IV. THE PROPOSED MODIFICATIONS TO THE TERMS AND CONDITIONS AND MASTER AGREEMENT GO BEYOND THOSE NECESSARY TO IMPLEMENT POR

The NRG Retail Companies support changes to the Terms and Conditions and Master Agreement that are necessary to implement POR, to incorporate community power aggregations (“CPAs”), and those of a housekeeping nature.³¹ However, some of the changes proposed by Eversource go beyond those areas. In particular, Eversource has proposed the following changes to the Terms and Conditions and Master Agreement that are unrelated to POR and incorporating CPAs and that are not of a housekeeping nature:

³⁰ Settlement Agreement (Sep. 13, 2023) (“Settlement Agreement”), § II.H (“That second phase of this proceeding may also consider whether or not the Company will utilize rules, processes, standards, and procedures of the Massachusetts Electronic Business Transactions (‘EBT’) Working Group for the implementation of the POR program, unless and until directed otherwise by the Commission with respect to potential adoption and implementation of relevant Electronic Data Interchange (‘EDI’) standards developed specifically for New Hampshire”).

³¹ *Cf.* Settlement Agreement, § II.H (“The specific terms and conditions of the Company’s Tariff and ESSMA required to be amended in order to implement the POR program, including how the Tariff and ESSMA apply to CPAs, shall be the subject of a subsequent phase of this proceeding, to begin within thirty (30) days following Commission approval of this Settlement Agreement and be concluded on or before March 1, 2024.”).

First, Eversource proposed removing existing provisions from the Terms and Conditions and Master Agreement that would allow a CEPS to either be a Market Participant³² or have an agreement in place with a Market Participant who agrees to take responsibility for the CEPS' ISO-NE load obligations.³³ Eversource asserts that this “*clarifies* that suppliers *must* be an ISO New England Market Participant with an ISO-NE settlement account.”³⁴ However, this is inaccurate. In fact, both the Commission and the New Hampshire Department of Energy (“NHDOE”) have recognized that suppliers themselves do not need to be Market Participants in order to be registered as CEPS.³⁵ Thus, these proposed revisions are not clarifications but rather substantive changes that would place obligations on CEPS that are not currently required and are not necessary to implement POR. Accordingly, these proposed revisions should be rejected.

Second, Eversource proposes to add a creditworthiness requirement to the Master Agreement and to require CEPS to provide credit support in the event Eversource determines that a CEP is not Creditworthy. Eversource does not explain why this change is necessary or how it relates to implementation of POR. Moreover, as the Commission is aware, CEPS are already required to post and maintain financial security as a condition of registration.³⁶ Thus, there is no reason that CEPS should also be subject to a requirement to provide credit support to Eversource.³⁷ Accordingly, these proposed changes should be rejected. In fact, the Commission should direct Eversource to limit its proposed revisions to those necessary to implement POR, to

³² Terms used herein that are not defined have the meanings assigned to them in the Eversource Tariff.

³³ See, e.g., Terms and Conditions, § 1(b), (e); Master Agreement, §§ IV(C), VI; Master Agreement, Exhibit A, ¶ 15.

³⁴ Technical Statement, at 3 (emphasis added) (internal quotations omitted).

³⁵ See, e.g., NHDOE REG 2023-089 (approving the renewal CEPS registration for Direct Energy Services, LLC); Docket DM 15-513 (approving the CEPS registration for Direct Energy Services, LLC).

³⁶ See Puc 2003.01; Puc 2003.02

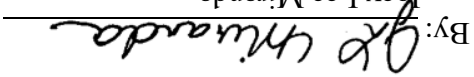
³⁷ If Eversource is permitted to maintain this requirement, it should be required to revise section IV(F) of the Master Agreement to allow CEPS to provide the credit support within ten (10) business days of Eversource's request.

incorporate community power aggregations, and those of housekeeping nature (e.g., revisions to outdated provisions, correction of typographical errors).

CONCLUSION

For all the foregoing reasons, the NRG Retail Companies request that the Commission direct Eversource to revise the Terms and Conditions and Master Agreement 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
HAMPSHIRE, LLC

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NRG Retail Companies' October 8, 2024 Comments

Appendix A

Terms and Conditions Typographical Corrections & Housekeeping Changes

The NRG Retail Companies propose the following typographical corrections and

housekeeping changes to the Terms and Conditions:

Throughout: Change section designations to outline format to clarify which sections are primary sections and which are subsections. For example, because it follows after both a primary section designated as 2 and a subsection designated as 2, in order to determine if the paragraph 3 designation on page 37 is a primary section or subsection, the reader must work back through the prior pages.

Section 1.a:

- Add “applicable” before registration
- Delete “and licensing”

Section 1.d: Remove initial capitalization from “Electronic Data Interchange” because it is not defined

Section 1.e: Change “ISO New England” to defined term “ISO-NE”

Section 1.g: Change “ISO-NE’s Rules” to “ISO-NE Rules” to reflect defined term

Section 1.i: Add “or NHDOE’s applicable” before rules

Section 2(b): Remove initial capitalization from “Interval Data Services” because it is not defined

Section 3(c): Remove initial capitalization from “Customer Usage Information” and “Customer Usage and Billing Information” because the terms are not defined

Section 3(d): Remove initial capitalization from “Customer Usage Information” and “Customer Usage and Billing Information” because the terms are not defined

Section 4: Revise the last sentence in the first paragraph to read (proposed change shown in red): “Electronic Enrollments from Suppliers reinstated by ISO-NE or the **NHDOE** shall be effective no sooner than thirty days from the transfer date provided by ISO-NE or the Commission, unless agreed to by the Company.”

Section 7(a): Change “PTF” in the first paragraph to the defined term “PTF Facilities”

Section 7(a)(5): Change “PTF” to the defined term “PTF Facilities”

Section 7(b): Change “PTF” in the third paragraph to the defined term “PTF Facilities”

Section 7(d): Change “ISO-NE’s rules and procedures” in second paragraph to the defined term “ISO-NE Rules”

Section 8: Change “party” in two locations to “Party” to reflect defined term

Section 9(c): Remove initial capitalization from “Classes” in the first sentence because it is not defined

Section 9(d):

- Remove initial capitalization from “Budget Billing” in two locations because the term is not defined
- At end of first paragraph of UPcc, change “default energy service supply” to the defined term “Default Service”
- In the second paragraph of UPcc, change “default energy service supply” in three locations to the defined term “Default Service”
- In the first sentence of ACPcc, change “consolidate billing” to “consolidated billing”

Section 9(f): At end of second paragraph, delete “(i)” because no such subsection exists

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Appendix B

Master Agreement Typographical Corrections & Housekeeping Changes

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

Section I:

- In first sentence of first paragraph, change “Terms and Conditions for Suppliers” to “Terms and Conditions for Energy Service Providers”
- In first sentence of first paragraph, change “delivery service tariff” to defined term “Tariff”
- In first sentence of last paragraph, change description of Exhibit C because it does not “contain[] pricing parameters”
- In last paragraph, remove initial capitalization from “Services” in two locations because the term is not defined
- In last paragraph, change “delivery service tariff” to defined term “Tariff”

Section II:

- In first sentence change “Terms and Conditions” to “Tariff” to properly reflect where terms are defined
- To avoid having two definitions, revise Security Interest definition to read: “shall have the definition as provided in Section VI hereof.”
- Remove bracketed material from end of Generation Service definition

Section III: Change “parties” to “Parties” to reflect defined term

Section IV:

- Revise the first sentence in subsection B to read: “Supplier shall register, obtain and, at all times, maintain the necessary registration with the New Hampshire Department of Energy (“NHDOE”).”
- Correct the section reference in the last sentence

Section V

- In first sentence of first paragraph, add “and NHDOE” after NHPUC
- In second sentence of first paragraph, change “parties” to “Parties” to reflect defined term
- In penultimate paragraph, delete “the Collateral and the Accounts Receivable represent valid and correct charges due to the Supplier in accordance with its agreements with

those Customers, and” after (i) because the representation is not applicable to the Collateral and because Eversource (not the Supplier) will calculate the “charges due to the Supplier” that are included in the Accounts Receivable

Section VI

- Delete “or license” from two locations in the second paragraph
- Change “NHPUC” to “NHDOE” in the first sentence of the second paragraph
- In third paragraph change “Company’s tariffs” to “Company’s Tariff” to reflect defined term
- Delete “or licensed” from first sentence in the fourth paragraph
- In fifth paragraph, change “ISO-NE’s Rules” to “ISO-NE Rules” to reflect defined term
- In seventh paragraph, change “Supplier’s Generation Service” to the defined term “Supplier Service”
- In eighth paragraph, change “Agreement” to “Master Agreement” to reflect defined term
- In eight paragraph, correct cross-reference because IV.C does not address EDI
- Revise beginning of ninth paragraph to read (change shown in red): “As collateral for all obligations now existing or hereafter arising from Supplier to the Company **with respect to the Accounts Receivable**, Supplier hereby grants”
- In tenth paragraph, add “reasonably” before requested
- Revise eleventh paragraph to read (change shown in red): “Supplier shall be authorized by the Company to place a security interest on the **accounts receivable** from the Company to Supplier associated with the purchase by Company of Supplier's Accounts Receivable.”

Section VII

- In the first sentence of subsection (A)(1), remove initial capitalization from “Standard Billing Option” because it is not defined
- In the first sentence of subsection (A)(1), change “Supplier’s Generation Service” to the defined term “Supplier Service”
- At end of first paragraph of subsection (A)(2), change “tariff” to “Tariff” to reflect defined term
- At end of fourth paragraph of subsection (A)(2), change “customers” to “Customers” to reflect defined term
- In third sentence of first paragraph of subsection (A)(4), change “parties” to “Parties” to reflect defined term
- Revise the first sentence of the second paragraph of subsection (B) to read (proposed change shown in red): “**Prior to implementation of the POR program**, collection activity by the Company”
- In second and third sentences of the second paragraph of subsection (B), change “accounts receivable” to “Accounts Receivable” to reflect defined term
- Delete last sentence of the second paragraph of subsection (B)
- In second sentence of first paragraph of subsection (C), change “Purchase of Receivables Program” to “POR program”

- In first sentence of second paragraph of subsection (C), change “Supplier’s Generation Service” to the defined term “Supplier Service”
- Revise second sentence of second paragraph of subsection (C) to read (proposed changes shown in red): “**Other than as set forth above,** the Company will not undertake bill investigations, inquiries concerning Supplier charges, collection activities on Supplier charges included in consolidated billing prior to implementation of the **POR program.**”
- Remove initial capitalization from “Standard Billing” and “Consolidated Billing Options” in the last sentence of second paragraph of subsection (C) because the terms are not defined
- In last sentence of second paragraph of subsection (C), change “Supplier’s Generation Service” to the defined term “Supplier Service”
- In third paragraph of subsection (C), change “customers” to “Customers” to reflect defined term
- At end of fourth paragraph of subsection (C), change “customer calls” to “Customer calls” to reflect defined term
- Revise last paragraph of subsection (C) to read (proposed changes shown in red): “While the charges for this Supplier customer service are specified in the Terms and Conditions, **the Terms and Conditions allow** the Company and Supplier to negotiate an annual per **Customer** fee for Supplier customer service.”
- Correct the statutory reference at the end of the second paragraph of subsection (D)
- Correct the statutory reference at the end of the last paragraph of subsection (E)
- In the first sentence of subsection (G)(1), change “Purchase of Receivables Program” to “POR program”
- Revise the penultimate sentence in subsection (G)(1) to read (proposed change shown in red): “The Company shall have the right to endorse the name of the Supplier on any and all remittances by Customers **for the Accounts Receivable** received by Company that are payable to Supplier, and the right to collect the same from Customers.”
- In the third sentence of subsection (G)(2), remove initial capitalization from “Classes” because it is not defined

Section VIII:

- In second sentence of first paragraph, change “delivery service tariff” to defined term “Tariff”
- In penultimate sentence of first paragraph, change “Purchase of Receivables Program” to “POR program”
- In second paragraph, change “Supplier’s Generation Service” to the defined term “Supplier Service”
- In second paragraph, delete “or license”
- In second paragraph, delete “NHPUC or”

Section X: To account for 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 and Conditions or Master Agreement or to provide service to Customers, neither Party may disclose”

Section XII: Change “Independent System Operator” to defined term “ISO-NE”

Section XIII: At end of first paragraph, remove “initial” to reflect that there are potentially several layers of appeal available

Section XV: Change “Section VII” to “Section XI”

Section XVI: Remove initial capitalization from “Supplier Services” in first sentence because, as used in this context, it is not a defined term

Exhibit A:

Introductory Paragraph: Change “Supplier’s Generation Service” to the defined term “Supplier Service”

Paragraph 10:

- Delete “NHPUC or”
- Delete “or license”

Exhibit B

Introductory Paragraph: Remove initial capitalization from “Supplier Services” because, as used in this context, it is not a defined term

Exhibit C: In last paragraph, delete “for Suppliers” to reflect defined term

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: October 8, 2024