

Customer Processes Subcommittee					
Billing and Payment Comments on the November 7, 2002 red-lined document					
				Compiled Comments [compiled by Rick Alston]	
Due date:		16-Dec-02			
Date sent:		23-Dec-02		To: retailelectric@yahoogroups.com	
Item	Paragraph	Page #	Subject matter	Description	
1	All	All	Non-Advocacy Restriction	Globally find and replace all "must" and "shall" with "should". Need Glossary?	Ed Overtree
2	All	All	Definitions of capitalized terms	Need Glossary?	Ed Overtree
3	First	1	Introduction	Change "between" to "among"	Ed Overtree
4	General	All	Term - "Supplier"	Consider changing to "marketer" or "retailer" since many do not generate all, and some none, of the electricity they sell.	Ed Overtree
5	A	31	Introduction	Under the fourth sentence, what if the bill is sent electronically and no printing and mailing is done?	Eric Wilen
6	A	31	Consolidated Billing	The Billing Party produces a Customer bill for the energy and transmission and distribution related charges of two or more service providers (Non-Billing Parties).	Eric Wilen
7	A	31	Dual Billing	The various service providers issue separate bills for their service(s).	Eric Wilen
8	A	31	Single Retailer	The Retailer purchases delivery service from the Utility and bills the Customer and generally serves as the single point of contact for the Customer.	Eric Wilen
9	A	31	Introduction	Remove "collections" from red-lined sentence in first paragraph	Terry Moran
10	A	31	Introduction	Proposed definition of "energy related charges": Charges that only include energy commodity and distribution charges, unless specified otherwise in the Billing Services Agreement.	Terry Moran
11	A - Second Paragraph	31	Billing Models	Single Retailer model is a market model, not a billing model. The single retailer market model provides the customer with a consolidated bill that the supplier presents. The fact that the supplier is the customer's single point of contact is not a matter of the billing process, it's the design of the market. Change to indicate two general billing models, dual and consolidated.	Jean Mason and Patrick Eynon
11a	A - Second Paragraph	31	Single Retailer billing model	This is not a separate billing model per se. Rather, it is a variant of the consolidated billing model, therefore, there are only two general billing models.	Rick Alston
12	A - Fifth Paragraph	31	Billing Models (Single Retailer)	Delete	Jean Mason and Patrick Eynon

13	A	31	Pay As You Get Paid	The Billing Party forwards payment to the Non-Billing Party for the Non-Billing Party charges only after receiving payment from the Customer. The Customer remains responsible for payment to the Non-Billing Party	Eric Wilen
13a	A	31	[add new material]	Add discussion of the alternatives for identifying which party prepares the bill calculations for placement on the bill - bill ready and rate ready options.	Rick Alston
14	B	34	General Billing and Payment Principles	Need to add a "B"	Terry Moran
15	B	34	General Billing and Payment Principles	In Maine, only the utility can provide a consolidated bill - wording should reflect those cases.	Eric Wilen
16	B.2	34	General Billing and Payment Principles	Second sentence should read: Suppliers may offer one or more of the available billing options to their customer.	Eric Wilen
17	B.2	34	General Billing and Payment Principles	Recommended new language: The Supplier may select to offer its Customers one or more of the available billing options that are available in the Utility's service territory.	Terry Moran
18	B.3	34	General Billing and Payment Principles	The Supplier must provide at least 60 days' advance notice to the Utility of pl	Eric Wilen
19	B.3	34	advance notice for billing option changes	Suggest deleting last sentence in old paragraph 3. Recommend this principle be addressed by SEIS.	Jason Corbin
20	B.6	34	applicable taxes	Suggest deleting last sentence in paragraph 6. It is confusing and somewhat contrictory of the rest of paragraph 6.	Jason Corbin
21	C.1.a	35	Billing Practices	Does this adequately cover situations where the utility uses a third party?	Eric Wilen
22	1.a.	34	billing party	Recommend modifying paragraph 1.a. as such: The Billing Party should render a Consolidated Bill in accordance with the applicable legal and consumer disclosure requirements and any mutually agreed-upon standards set forth in the BSA. The Billing Party should issue a bill directly to the Customer or the Customer's agent. The Customer or its agent should pay the Billing Party.	Jason Corbin
23	1.b.(2)	35	bill requirements	Recommend deleting paragraph (2) and covering all customers in (3)	Jason Corbin
24	C.1	35	Consolidated bill - Billing practices	Recommend referring to it as "General Billing Practices"	Terry Moran
25	C.1.b(3)	35	Billing Practices	First sentence should read: For residential and small commercial Customers, the Consolidated Bill shall itemize Utility and Supplier charges separately, each in enough detail to provide the Customer sufficient information to determine the accuracy of the bill.	Eric Wilen
26	1.b.(3)	35	bill requirements	Recommend modifying paragraph 1.b.(3) as follows: For residential and small commercial Customers, the Consolidated Bill shall itemize Utility and Supplier charges separately, each in enough detail to provide the Customer enough information to determine judge the accuracy of the bill.	Jason Corbin

27	C.1.b(3)(bbb)	34	Billing Practices	Twelve months usage history is not always provided on the bill. In NY, customers, or suppliers with the customer's permission, must request the usage from the utility.	Eric Wilen
28	C.1.b(3)(bbb)	37	Twelve months usage history	This is typically in the form of a graph for small commercial and residential customers and would include the current month plus twelve months (essentially most recent 13 months) so the customer can compare usage from last year. This does not include historical demand and on and off peak information, it includes only total consumption. Restate as: Actual consumption of energy over the past 13 months allowing for a comparison of usage between current month and one year earlier.	Jean Mason and Patrick Eynon
28a	C.1.b(3)(bbb)	37	Billing Practices	CPS agreed to eliminate the list of items to include on the customers' bill because it was decided that the B&P section was limited to discussion of the transactions necessary among the billing and non-billing parties and that we would move this matter to another section within the document (perhaps Customer Information).	Rick Alston
29	C.1.b(3)d	37	Billing Practices	Customer payment due dates must be identical for Supplier and Utility charges	Eric Wilen
30	C.1.d	37	Due Dates / Payment Terms need to be identical	Recommend deleting. This document concerns the transactions between the Billing and NonBilling Party - not the Customer.	Terry Moran
31	C.2.A	37	Bill Ready billing	Recommend classifying this as (1) Timing of the Non-Billing Party's Electronic File	Terry Moran
32	2	37	Billing Methods	Recommend reorganizing section 2. Section 2 could be a general description of billing methods with 2.A. - Bill Ready Billing, 2.B. - Rate Ready Billing, 2.C. - Dual Billing	Jason Corbin
33	2.A.(1)(a)	37	Billing Methods	Recommend modifying (a) as follows: When the Non-Billing Party charges are received, the Billing Party shall acknowledge receipt <u>of a valid transaction</u> via Uniform Electronic Transaction.	Jason Corbin
34	2.A.(1)(b)	37	Billing Methods	Recommend modifying (b) as follows: If the Non-Billing Party's <u>file-transaction</u> is not valid then the Billing Party shall reject it. Rejection, accompanied by appropriate uniform error code(s), shall be communicated via the appropriate Uniform Electronic Transaction <u>within one (1) business day</u> twenty-four (24) hours of receipt of the <u>file transaction</u> .	Jason Corbin
35	2.A.(2)(c)	37	Billing Methods	Recommend modifying (c) as follows: If the Non-Billing Party's transactions are received within the appropriate time frame, <u>have been deemed valid,</u> and but one or more files a transaction is are rejected, then the Billing Party will notify the Non-Billing Party of the rejection via Uniform Electronic Transaction <u>within one (1) business day</u> . The Non-Billing Party may, if time permits, resubmit a corrected <u>transaction</u> file containing billing charges for inclusion in the current billing statement.	Jason Corbin

36	2.A.(2)(d)2.	37	Billing Methods	Recommend modifying as follows: The Billing Party may hold the transaction for processing on the next bill. In the Single Retailer Model, the Billing Party will not be required to notify the Non-Billing Party. In the Consolidated Billing method Pay As You Are Paid method; however, the Billing Party must notify the Non-Billing Party that charges were received too late and will be reflected on the next bill.	Jason Corbin
37	C.2.(2).d.2	37	NBP transactions outside of the window - BP holds transaction	In the second sentence, it should be reflected that this applies to the Assumption of Receivables, in addition to PAYGP.	Terry Moran
38	C.2.A.(2)(d)2	38	Notification of Non-Billing Party	Change Model to Market Model to make it read - "In a Single Retailer Market Model, the billing party"	Jean Mason and Patrick Eynon
39	C.2.A(2)(e)1	38	Bill Ready Billing Method	Add the following sentences to the end of the paragraph: The Non-Billing Party may submit a separate bill to the customer with an explanation and directions to send the supplemental payment to the Billing Party's address. The Non-Billing Party shall notify the Billing Party that a supplemental bill was sent to the customer.	Eric Wilen
40	2.A.(4)	38	Cancel / Rebill	Recommend separating cancel and replace models into 2 different sections	Jason Corbin
41	C.3.A	39	Rate Ready Billing Method	First sentence. Change "charges" to "rates"	Mary Edwards & Brenda Shaw
42	C.3.A	39	Rate Ready Billing Method	Second sentence. The effective date for the rates will be decided by mutual agreement but in no case will the effective date fall before the next scheduled meter reading date.	Mary Edwards & Brenda Shaw
43	C.3.A	39	Rate Ready Billing	Language assumes a one-time transmission of charges - does not reflect required timing for ongoing price changes - and resulting transmission of same	Terry Moran
44	C.3.A	39	Rate Ready	Recommend replacing "charges" with "rates" in the 1st line	Jason Corbin
45	C.3.A	39	Rate Ready Billing Method	Is a section needed on rate price changes by the supplier? A Rate Price Change (version change) is used when the supplier wishes to increase or decrease rate pricing on an existing rate, but does not wish to change the rate code. No changes in the definition of the rate can be made. If a supplier wants to implement a rate price change, but not for all customers on the rate, a new rate and rate code would then be needed.	Eric Wilen
46	C.3.A	39	Rate Ready Billing Method	The Non-Billing Party charges must be provided to the Billing Party at least 30 days prior to implementing this method, unless an earlier date is agreed to by the parties, and so stated in the Billing Service Agreement. The implementation date will be decided by mutual agreement but in no case will the implementation date fall on or before the next scheduled meter reading date.	Eric Wilen

47	3.B.	39	Rate Ready	<p>Recommned modifying as follows: The Billing Party will send a Uniform Electronic Transaction when accounts of the Non-Billing Party are billed thus notifying the Non-Billing Party that its customers have been billed and will indicate the usage and amount so billed for each customer account. When operating under the Pay-as-You-Get-Paid method, the Billing Party will transmit funds at the time it receives payment from the customer to the Non-Billing Party pursuant to the Billing Service Agreement. When operating under the Assumption of Receivables method, the Billing Party will transmit funds to the Non-Billing Party at the time of billing pursuant to the Billing Service Agreement. This should be captured in the payment section.</p>	Jason Corbin
48	C.3.B(4)	39	Rate Ready Billing Method	<p>When operating under the Pay-as-You-Get-Paid method, the Billing Party will transmit funds at the time it receives payment from the customer to the Non-Billing Party pursuant to the Billing Service Agreement or guidelines established by the Applicable Regulatory Authority.</p>	Eric Wilen
49	C.3.B(4)	39	Payment Transmittal - Pay-As-You-Get Paid	This information is already in Section 4.a.(2)	Mary Edwards & Brenda Shaw
50	C.3.B(4)	39	Payment Transmittal - Assumption of Receivables	This information is already in Section 4.a.(1)	Mary Edwards & Brenda Shaw
51	C.3.B(5)	39	Rate Ready Billing Method	<p>When operating under the Assumption of Receivables method, the Billing Party will transmit funds to the Non-Billing Party at the time of billing pursuant to the Billing Service Agreement or on a schedule determined by the Billing Service Agreement between the parties.</p>	Eric Wilen
52	C.3.B(5)	39	Rate Ready Billing	Sentence should read: "When operating ... at the time set forth in the Billing Services Agreement." The time may not be "at the time of billing".	Terry Moran
53	C.3.B.e.5	39	Rate Ready Billing	Delete 5. Only applies to Bill Ready Billing	Terry Moran
54	C.3.B.e.5	39	Cancellation under Rate Ready	<p>(5) During a cancel/rebill event, the Billing Party shall transmit the credit and debit, or the net amount, after the transmittal of the rebill usage transaction.</p>	Mary Edwards & Brenda Shaw
55	C.4.a	40	Payment Processing and Remittance Practices	Are we defining "non-energy charges" someplace?	Eric Wilen
56	C.4.a.	40	Payment Processing Methods	In the last sentence, "collections" should be replaced with "payment processing".	Terry Moran
57	C.4.a.(1)	40	3rd paragraph	We don't know what this means.	Mary Edwards & Brenda Shaw
58	C.4.a.(1)	40	Payment Processing Methods - Assumption of Receivables	In first sentence, "voluntary" should remain	Terry Moran

59	C.4.a.(1)	40	Payment Processing Methods - Assumption of Receivables	The following should be added as another subparagraph: "The Billing Services Agreement shall specify the creditworthiness criteria that Customers would have to satisfy to be eligible for a Consolidated Bill" . This needs to be added as a principle - to support other language (p 44)	Terry Moran
60	C.4.a.(1)	40	Payment Processing Methods - Assumption of Receivables	In the 3rd paragraph, the word "overall" should be placed in front of "actual experience". The sentence that follows "Uncollectable revenue levels ..." should be mutually agreeable item contained in the BSA .	Terry Moran
61	C.4.a.(2)	38	Payment Processing and Remittance Practices	The first paragraph in this section states that payment is forwarded within a timeframe specified in the BSA, yet the third paragraph states it will be remitted within two days. Which is correct?	Eric Wilen
62	C.4.a.(2)	38	Payment Processing and Remittance Practices	EFT or ACH is not correct. EFT is generci. The two methods are either the banking industry ACH system or the Fedwire system.	Eric Wilen
63	C.4.a.(2)	40	PAYGP	Payment Notification and Remittance red-line not needed - as it is covered in the section (b) immediately following. Also - redlined language does not reflect possible PAYGP remittance options.	Terry Moran
64	C.4.b.(1)	38	Payment Processing and Remittance Practices	EFT or ACH is not correct. EFT is generci. The two methods are either the banking industry ACH system or the Fedwire system.	Eric Wilen
65	C.4.a.(2)	40	(2) "Pay as You Get Paid" Option	Pargraph 1, 2 and 3 contradict each other. We feel that all time frames should be specified in the Billing Service Agreement.	Mary Edwards & Brenda Shaw
66	C.4.b.(1)	41		We seem to be saying the same thing over again.	Mary Edwards & Brenda Shaw
67	C.4.b.(2)	41		We seem to be saying the same thing over again.	Mary Edwards & Brenda Shaw
68	C.4.b.(3)	42	Conversion to Dual Billing upon request of the Customer or the Non-Billing Party	This should not be under Payment Practices	Mary Edwards & Brenda Shaw
69	C.4.b.(3)	42	Conversion to Dual Billing upon request of the Customer or the Non-Billing Party	In the circumstance where the Utility is doing Consolidated Billing and the customer requests a change to Dual Billing, the Supplier may initiate conversion of a Customer to Dual Billing for the next Billing Cycle provided notification is received by the Utility before the next scheduled meter read cycle pursuant to the Billing Service Agreement.	Mary Edwards & Brenda Shaw
70	C.4.b.(3)	42	Conversion to Dual Billing upon request of Customer	The following language should be added to the end of the redlined paragraph that begins with "In the circumstances where ...": "subject to the creditworthiness criteria set forth in the Billing Services Agreement" .	Terry Moran
71	C.4.b.(4)	42	Conversion to Dual Billing for overdue payments	The following language should be added to the end of the second paragraph: "subject to the creditworthiness criteria set forth in the Billing Services Agreement" .	Terry Moran
72	C.4.b.(4)	42	Payment Processing and Remittance Practices	In Maine, only the utility can provide a consolidated bill - wording should reflect those cases. Utility cannot switch customer to a dual bill unless the supplier has made arrangements for a third party biller.	Eric Wilen

73	C.4.b(4)	42	Conversion to Dual Billing for Overdue Payments	This should not be under Payment Practices	Mary Edwards & Brenda Shaw
74	C.4.b(4)	42	Conversion to Dual Billing for Overdue Payments/Last sentence of last paragraph.	Return of the Customer to Consolidated Billing should be at the discretion of the Billing Party.	Mary Edwards & Brenda Shaw
75	C.4.b(6)	42	Placing Billing Amounts In Dispute	This should not be under Payment Practices. We recommend that this section be moved to Billing Principles.	Mary Edwards & Brenda Shaw
76	C.4.b(6)	42	Placing Billing Amounts In Dispute	(i) Remove the last sentence.	Mary Edwards & Brenda Shaw
77	C.4.b(6)(a)i	42	Ability to initiate a bill complaint	Suggest remove reference to "complaint" and reword as follows: "Only a Customer can initiate a Dispute regarding some or all of the charges on their bill."	Terry Moran
78	C.4.b(6)(a)ii	42	Placing Billing Amounts In Dispute	(ii) When a dispute arises that impacts the entire bill or is specific to only the billing parties charges, the billing party will place the customer's account in dispute.	Mary Edwards & Brenda Shaw
79	C.4.b(6)(a)ii	42	Placing Billing Amounts In Dispute	(ii) In the event of an inquiry regarding only the non-billing parties charges, the billing party will note the inquiry and refer the customer to the non-billing party. (Should some stipulation be made concerning disconnection for services for a disputed bill?)	Mary Edwards & Brenda Shaw
80	C.4.b(6)(a)ii	42	Ability to initiate a bill complaint	When a Customer disputes an entire bill (questions usage), the entire bill should be cancelled (if appropriate) - and cancel-rebill process should be followed.	Terry Moran
81	C.4.b(6)(a)ii	42	Ability to initiate a bill complaint	If the Billing Party receives a call concerning the Non-Billing Party's charges, the Billing Party should inquire if the customer has discussed the issue with the Non-Billing party. If the answer is "no", the Billing Party should instruct the Customer to call the Non-Billing Party. If the customer has discussed the issue with the Non-Billing Party and still disputes some or all of the charges, the Billing Party will consider the questioned amount In-Dispute and may reduce a future payment to the Non-Billing party by the disputed amount.	Terry Moran
82				The Non-Billing Party must inform the Billing Party when Non-Billing Party charges are placed In Dispute. Upon such notification, the Billing Party may reduce a future payment to the Non-Billing Party by the disputed amount.	Terry Moran
83			Definition of In-Dispute	Should be redefined to reflect previous comments	Terry Moran
84				The Billing Party should notify Non-Billing Party of the amount of the Disputed charges, and of the reduction of a future payment.	Terry Moran
85		43.I.	Placing Billing Amounts In Dispute	(iii) The Non-Billing Party may recognize disputes related to its charges only. All other inquiries should be noted and the Customer referred to the Billing Party.	Mary Edwards & Brenda Shaw

86	C.4.b(6)III	43	Application of Payment	Is this section needed? Recommend that all language referring to payments between Billing and Non-Billing Party specify "undisputed" charges.	Terry Moran
87	C.4.b(6)II	43	Placing Billing Amounts In Dispute II. Notification	(i) The Billing Party, upon determining that a dispute exists that will impact the entire bill, must notify the Non-Billing Party of the subject and amount In dispute, if known. Notification should be done in compliance with established communication standards.	Mary Edwards & Brenda Shaw
88	C.4.b(6)II	43	Placing Billing Amounts In Dispute II. Notification	(ii) Once a dispute is resolved and the billed amount is no longer in dispute, the Billing Party must notify the Non-Billing Party. Notification should be done in compliance with established communication standards.	Mary Edwards & Brenda Shaw
89	C.4.b(6)II	43	Placing Billing Amounts In Dispute II. Notification	(iii) The Non-Billing Party must inform the Billing Party when Non-Billing Party charges are placed in dispute. Notification should be done in compliance with established communication standards.	Mary Edwards & Brenda Shaw
90	B.4.b(7)a B.4.b.(6)III(1)a	43	Multiple Account Payment Processing	The establishment of "summary accounts" should be voluntary - not required generically for the "Billing Party". This seems to be a value proposition that certain Suppliers might offer - and should not be a required practice for utilities.	Terry Moran
91	B.4.b(7)a B.4.b.(6)III(1)a	43.(1)	Multiple Account Payment Processing	(a) The Billing Party could establish a "summary account" for all accounts that the Customer chooses a competitive Supplier. If the Customer chooses more than one Supplier, a summary account could be established for each competitive Supplier that the Customer chooses. For payment application purposes, each summary bill would be treated individually or the same as a single location account; or	Mary Edwards & Brenda Shaw
92	B.4.b(7)a B.4.b.(6)III(1)b	43.(1)	Multiple Account Payment Processing	(b) The Billing Party and Non-Billing Party will instruct a multi-account Customer that chooses a competitive Supplier that payment application advice must be provided on an individual account basis when a single payment method is used. If the Customer fails to comply, that Customer may be converted to Dual Billing.	Mary Edwards & Brenda Shaw
93	B.4.b.(6)III(1)b	40	Multiple Account Payment Processing	What if the utility requires a specific payment method(s) from the customer. Take Maine, where only the utility can offer a consolidated bill. The PUC dictates the payment order and requirements.	Eric Wilen
94	B.4.b.(6)III(2)	43	Non-Billing Party's Balance	Billing Party should not have to maintain the Non-Billing Party's balance.	Terry Moran
95	B.4.b.(6)III(2)	43	Non-Billing Party's Balance	This should not be under Payment Practices. We recommend that this section be moved to Billing Principles.	Mary Edwards & Brenda Shaw

96	B.4.b.(6)III(2)	43	Non-Billing Party's Balance	This should not be under Payment Practices. We recommend that this section be moved to Billing Principles.(b) In the Pay-As-You-Get-Paid method, following a switch, the Billing Party will carry forward any inactive Non-Billing Party arrears on a bill, consistent with requirements outlined in the Billing Services Agreement or Utility-Supplier tariffs. If amounts remain unpaid after 90 days, the Billing Party will forward a Uniform Electronic Transaction to the Non-Billing Party to return any outstanding arrears.	Mary Edwards & Brenda Shaw
97	B.4.b.(6)III(3)	44	Past Due Balance Prior to Switching	This should not be under Payment Practices. We recommend that this section be moved to Billing Principles. (a) Late Payment Charges (LPC) may be imposed on the Customer by the Billing Party and in the case of Pay-as-You-Get Paid method, the Non-Billing Party. Each party should be responsible for the calculation of its LPC charges. LPC for amounts not In Dispute will be applied in accordance with the Utility's tariff or Supplier's contract. This does not preclude the Billing Party from offering to apply and collect LPC for the Non-Billing Party as mutually agreed to in the Billing Services Agreement;	Mary Edwards & Brenda Shaw
98	B.4.b.(6)III(4)	44	Late Payment Charges and Other Penalties	This should not be under Payment Practices. We recommend that this section be moved to Billing Principles.	Mary Edwards & Brenda Shaw
99	B.4.b.(6)III(4)aV I	44	Late Payment Charges and Other Penalties	VI. To what activity is this section referring (credit or LPC)?	Mary Edwards & Brenda Shaw
100	B.4.b.(6)III(4)a	44	Late Payment Charges and Other Penalties	Late Payment Charges (LPC) may be imposed on the Customer by the Billing	Eric Wilen
101	B.4.b.(6)III(1)	45	Payment Arrangements	The Billing Party should only make payment arrangements on their portion of the customer's bill. The Non-billing party does not need to be notified.	Mary Edwards & Brenda Shaw
102	E		Single Retail Model	In 3 - Billing and Payment of Delivery Service Invoices - need to reference the BSA?	Terry Moran
103	B	45	Dual Utility and Supplier Billing and Payment Option	Change section title to: Dual Billing Option	Mary Edwards & Brenda Shaw
104	B	45	Dual Utility and Supplier Billing and Payment Option	Dual Billing is the billing process whereby the Utility and the Supplier independently produce and render bills directly to the Customer. The Customer receives two bills and makes two separate payments to the Utility and the Supplier. This section contains recommended practices where Dual Billing is to be implemented.	Mary Edwards & Brenda Shaw
105	B4.	46	Number 4.	This section is unnecessary. Number 2 and 3 stipulate the bill format requirements for both the utility and the supplier.	Mary Edwards & Brenda Shaw
106	B.5	46	Number 5.	This section is unnecessary.	Mary Edwards & Brenda Shaw

107	B.6	46	Number 6.	<p>The wording of this section needs to be consistent with the wording for other sections dealing with cancel/rebill.</p> <ul style="list-style-type: none">a. Canceled usage will be by metering period;b. The consumption sent in the cancel transaction must match the consumption sent in the original transaction;c. Canceled or replaced usage must be sent at the same level of detail as the original usage;d. In order to restate usage for a period, the metering entity first must completely cancel/replace all usage for that period and all subsequent periods, if applicable, and then, if appropriate, send the full set of restatement transactions;	Mary Edwards & Brenda Shaw
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