

| Customer Processes Subcommittee   |           |           |                                  |   |                              |
|---|-----------|-----------|----------------------------------|---|------------------------------|
| Billing and Payment Comments on the November 7, 2002 red-lined document |           |           |                                  |   |                              |
|   |           |           |                                  | <b>Compiled Comments [compiled by Rick Alston]</b>  |                              |
|   |           |           |                                  | <b>This spreadsheet corresponds to the re-formatted B&amp;P document with the filename:</b>   |                              |
|   |           |           |                                  | <b>November 7 2002 CPS Accepted with format RL.doc</b>  |                              |
| Due date:   |           | 16-Dec-02 |                                  |   |                              |
| Date sent:  |           | 30-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     | All       | 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   | 1.0       | 31        | Introduction                     | Under the fourth sentence, what if the bill is sent electronically and no printing and mailing is done?   | Eric Wilen                   |
| 6   | 1.1.1     | 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   | 1.1.2     | 31        | Dual Billing                     | The various service providers issue separate bills for their service(s).  | Eric Wilen                   |
| 8   | 1.1.3     | 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   | 1.0       | 31        | Introduction                     | Remove "collections" from red-lined sentence in first paragraph   | Terry Moran                  |
| 10  | 1.0       | 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  | 1.2.3     | 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 |
| 12  | 1.2.3     | 31        | Billing Models (Single Retailer) | Delete  | Jean Mason and Patrick Eynon |
| 13  | 1.2.2     | 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                   |

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| 14 | 2.0     | 31 | General Billing and Payment Principles    | Need to add a "B" [ "2"]  | Terry Moran  |
| 15 | 2.2     | 31 | General Billing and Payment Principles    | In Maine, only the utility can provide a consolidated bill - wording should reflect those cases.  | Eric Wilen   |
| 16 | 2.2     | 31 | General Billing and Payment Principles    | Second sentence should read: <b>Suppliers may offer one or more of the available billing options to their customer.</b>   | Eric Wilen   |
| 17 | 2.2     | 31 | General Billing and Payment Principles    | Recommended new language: <b>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.</b>   | Terry Moran  |
| 18 | 2.3     | 32 | General Billing and Payment Principles    | <b>The Supplier must provide at least 60 days' advance notice to the Utility of plans to offer another available, approved billing option that would impact the Utility. If the option requires exchange of data, the option may not be operational until proof of successful data interchange is demonstrated to the Parties. Either party shall provide advance notice to the other party when changing systems that affect electronic data interchange, to ensure no interruption to the exchange of data.</b> | Eric Wilen   |
| 19 | 2.3     | 32 | advance notice for billing option changes | Suggest deleting last sentence in old paragraph 3. Recommend this principle be addressed by SEIS.   | Jason Corbin |
| 20 | 2.6     | 32 | applicable taxes                          | Suggest deleting last sentence in paragraph 6. It is confusing and somewhat contrictory of the rest of paragraph 6.   | Jason Corbin |
| 21 | 3.1     | 32 | Consolidated bill - Billing practices     | Recommend referring to it as <b>"General Billing Practices"</b>   | Terry Moran  |
| 22 | 3.1.1   | 32 | Billing Practices                         | Does this adequately cover situations where the utility uses a third party?   | Eric Wilen   |
| 23 | 3.1.1   | 32 | 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 <u>any</u> mutually agreed-upon standards set forth in the BSA. The Billing Party should issue a bill directly to the Customer <del>or the Customer's agent</del> . The Customer <del>or its agent</del> should pay the Billing Party.   | Jason Corbin |
| 24 | 3.1.2.2 | 32 | bill requirements                         | Recommend deleting paragraph (2) and covering all customers in (3)  | Jason Corbin |
| 25 | 3.1.2.3 | 33 | Billing Practices                         | First sentence should read: <b>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.</b>   | Eric Wilen   |
| 26 | 3.1.2.3 | 33 | bill requirements                         | Recommend modifying paragraph 1.b.(3) as follows: <del>For residential and small commercial Customers,</del> <b>The Consolidated Bill shall itemize Utility and Supplier charges separately, each in enough detail to provide the Customer enough information to <del>determine</del> judge the accuracy of the bill.</b>   | Jason Corbin |

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| 27 | out     |    | 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 | out     |    | 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 |
| 29 | 3.1.4   | 33 | Billing Practices                              | <b>Customer payment due dates must be identical for Supplier and Utility charges when a Consolidated Bill is rendered. The due date must be in compliance with regulatory policies for the utility.</b>  | Eric Wilen                   |
| 30 | 3.1.4   | 33 | 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 | 3.2.1   | 33 | Bill Ready billing                             | Recommend classifying this as (1) Timing of the Non-Billing Party's Electronic File  | Terry Moran                  |
| 32 | 3.2.1   | 33 | 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 | 3.2.1.2 | 33 | 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 | 3.2.1.3 | 33 | Billing Methods                                | Recommend modifying (b) as follows: If the Non-Billing Party's <del>file-transaction</del> 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 within <u>one (1) business day</u> <del>twenty-four (24) hours</del> of receipt of the <u>file transaction</u> .   | Jason Corbin                 |
| 35 | 3.2.2.3 | 33 | 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> <del>and-but one or more files a transaction is</del> 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 file</u> containing billing charges for inclusion in the current billing statement. | Jason Corbin                 |

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| 36 | 3.2.2.4.2 | 34 | Billing Methods   | Recommend modifying as follows: The Billing Party may hold the transaction for processing on the next bill. <del>In the Single Retailer Model, the Billing Party will not be required to notify the Non-Billing Party.</del> 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 | 3.2.2.4.2 | 34 | 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 | 3.2.2.4.2 | 34 | 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 | 3.2.2.5   | 34 | Bill Ready Billing Method                                     | Add the following sentences to the end of the paragraph: <b>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.</b>  | Eric Wilen                   |
| 40 | 3.2.2.6   | 34 | Cancel / Rebill   | Recommend separating cancel and replace models into 2 different sections  | Jason Corbin                 |
| 41 | 3.3.1     | 35 | Rate Ready Billing Method                                     | First sentence. Change "charges" to "rates"   | Mary Edwards & Brenda Shaw   |
| 42 | 3.3.1     | 35 | Rate Ready Billing Method                                     | Second sentence. <b>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.</b>  | Mary Edwards & Brenda Shaw   |
| 43 | 3.3.1.1   | 35 | 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 | 3.3.1     | 35 | Rate Ready  | Recommend replacing "charges" with "rates" in the 1st line  | Jason Corbin                 |
| 45 | 3.3.1.1   | 35 | 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 | 3.3.1     | 35 | Rate Ready Billing Method                                     | <b>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.</b>                                     | Eric Wilen                   |

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| 47 | 3.3.2         | 35 | Rate Ready   | 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. <del>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.</del> | Jason Corbin               |
| 48 | Deleted 3.3.3 | 35 | Rate Ready Billing Method                              | <del>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.</del>  | Eric Wilen                 |
| 49 | Deleted 3.3.3 | 35 | Payment Transmittal - Pay-As-You-Get Paid              | This information is already in Section 4.a.(2)  | Mary Edwards & Brenda Shaw |
| 50 | Deleted 3.3.4 | 35 | Payment Transmittal - Assumption of Receivables        | This information is already in Section 4.a.(1)  | Mary Edwards & Brenda Shaw |
| 51 | Deleted 3.3.4 | 35 | Rate Ready Billing Method                              | <del>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.</del>   | Eric Wilen                 |
| 52 | Deleted 3.3.4 | 35 | Rate Ready Billing                                     | Sentence should read: " <del>When operating ... at the time set forth in the Billing Services Agreement.</del> " The time may not be "at the time of billing".  | Terry Moran                |
| 53 | Deleted 3.3.4 | 35 | Rate Ready Billing                                     | Delete 5. Only applies to Bill Ready Billing  | Terry Moran                |
| 54 | 3.3.3.1       | 35 | Cancellation under Rate Ready                          | <del>(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.</del>   | Mary Edwards & Brenda Shaw |
| 55 | 3.4           | 36 | Payment Processing and Remittance Practices            | Are we defining "non-energy charges" someplace?   | Eric Wilen                 |
| 56 | 3.4.1.1       | 36 | Payment Processing Methods                             | In the last sentence, "collections" should be replaced with "payment processing".   | Terry Moran                |
| 57 | 3.4.1.2.3     | 36 | 3rd paragraph  | We don't know what this means.  | Mary Edwards & Brenda Shaw |
| 58 | 3.4.1.2.1     | 36 | Payment Processing Methods - Assumption of Receivables | In first sentence, "voluntary" should remain  | Terry Moran                |

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| 59 | 3.4.1.2.4 | 37 | 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 | 3.4.1.2.3 | 37 | 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 | 3.4.1.3.1 | 37 | 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 | 3.4.1.3.4 | 37 | 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 | 3.4.1.3.4 | 37 | 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 | 3.4.2     | 37 | (2) "Pay as You Get Paid" Option   | Paragraph 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 |
| 65 | 3.4.2     | 37 |  | We seem to be saying the same thing over again.  | Mary Edwards & Brenda Shaw |
| 66 | 3.4.2     | 37 |  | We seem to be saying the same thing over again.  | Mary Edwards & Brenda Shaw |
| 67 | 3.4.2.3   | 38 | 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 |
| 68 | 3.4.2.3   | 38 | 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 |
| 69 | 3.4.2.3   | 38 | 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                |
| 70 | 3.4.2.4.2 | 38 | 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                |
| 71 | 3.4.2.4   | 38 | 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                 |
| 72 | 3.4.2.4   | 38 | Conversion to Dual Billing for Overdue Payments                                  | This should not be under Payment Practices   | Mary Edwards & Brenda Shaw |

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| 73 | 3.4.2.4.2 | 38 | 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 |
| 74 | 3.4.2.6   | 38 | 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 |
| 75 | 3.4.2.6   | 39 | Placing Billing Amounts In Dispute   | ( i ) Remove the last sentence.  | Mary Edwards & Brenda Shaw |
| 76 | 3.4.2.6   | 39 | 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                |
| 77 | 3.4.2.6   | 39 | 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 |
| 78 | 3.4.2.6   | 39 | 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 |
| 79 | 3.4.2.6   | 39 | 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                |
| 80 | 3.4.2.6   | 39 | 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                |
| 81 | 3.4.2.6   | 39 |  | 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                |
| 82 | 3.4.2.6   | 39 | Definition of In-Dispute   | Should be redefined to reflect previous comments   | Terry Moran                |
| 83 | 3.4.2.6   | 39 |  | 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                |
| 84 | 3.4.2.6   | 39 | 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 |
| 85 | 3.4.2.6   | 39 | 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                |

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| 86 | 3.4.2.6   | 39 | 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 |
| 87 | 3.4.2.6   | 39 | 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 |
| 88 | 3.4.2.6   | 39 | 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 |
| 89 | 3.4.3.1.1 | 39 | 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                |
| 90 | 3.4.3.1.1 | 39 | 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 |
| 91 | 3.4.3.1.2 | 40 | 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 |
| 92 | 3.4.3.1.2 | 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                 |
| 93 | 3.4.4.1   | 40 | Non-Billing Party's Balance                         | Billing Party should not have to maintain the Non-Billing Party's balance.   | Terry Moran                |
| 94 | 3.4.4.1   | 40 | 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 |
| 95 | 3.4.4.1   | 40 | 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 |

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| 96  | 3.4.5 | 40 | 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 |
| 97  | 3.4.6 | 40 | 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 |
| 98  | 3.4.6 | 40 | Late Payment Charges and Other Penalties             | VI. To what activity is this section referring (credit or LPC)?  | Mary Edwards & Brenda Shaw |
| 99  | 3.4.6 | 40 | Late Payment Charges and Other Penalties             | Late Payment Charges (LPC) may be imposed on the Customer by the Billing Party and in the case of Pay-as-You-Get-Paid model, the Non-Billing Party. Each party should be responsible for the calculation of its LPC charges, unless directed otherwise by the Regulatory Authority. 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;  | Eric Wilen                 |
| 100 | 3.4.7 | 41 | 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 |
| 101 |       |    | Single Retail Model                                  | In 3 - Billing and Payment of Delivery Service Invoices - need to reference the BSA?   | Terry Moran                |
| 102 | 4.0   | 41 | Dual Utility and Supplier Billing and Payment Option | Change section title to: Dual Billing Option   | Mary Edwards & Brenda Shaw |
| 103 | 4.1   | 41 | 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 |
| 104 | 4.1.4 | 41 | 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 |
| 105 | 4.1.5 | 41 | Number 5.  | This section is unnecessary.   | Mary Edwards & Brenda Shaw |

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| 106 | 4.1.7.3.1 | 42 | 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"><li>a. Canceled usage will be by metering period;</li><li>b. The consumption sent in the cancel transaction must match the consumption sent in the original transaction;</li><li>c. Canceled or replaced usage must be sent at the same level of detail as the original usage;</li><li>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;</li></ul> | Mary Edwards &<br>Brenda Shaw |
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