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Columbia and Massachusetts

Via Electronic Mail and Hand Delivery

September 20, 2019

Mark D. Marini, Secretary
Commonwealth of Massachusetts
Department of Public Utilities
One South Station, 5th Floor
Boston, Massachusetts 02110

Re: **D.P.U. 19-07: Investigation by the Department of Public Utilities on its own Motion into Initiatives to Promote and Protect Consumer Interests in the Retail Electric Competitive Supply Market**

Dear Mr. Marini:

On behalf of Energy Plus Holdings LLC, Green Mountain Energy Company, Reliant Energy Northeast LLC, and XOOM Energy Massachusetts, LLC (collectively the “NRG Retail Companies”), affiliates within the NRG Retail system, enclosed are confidential and redacted versions of the populated supplier reporting tables requested in the Hearing Officer’s August 15, 2019 Memorandum in the above-referenced proceeding.

The NRG Retail Companies are providing these materials on September 20, 2019 pursuant to consultation with the Department’s staff.

Because the data on the supplier reporting tables are confidential, sensitive, and proprietary, subject to the enclosed motion for protective treatment, I submit these reporting tables in the enclosed sealed envelope only.

A copy of all of the enclosed materials is being provided to the Hearing Officer.

Robinson+Cole

Mark D. Marini, Secretary
September 20, 2019
Page 2

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Joey Lee Miranda". The signature is written in a cursive style with a large, stylized initial "JL".

Joey Lee Miranda

Copy to: Gregory Wade, Hearing Officer

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

INVESTIGATION BY THE DEPARTMENT OF	>:	
PUBLIC UTILITIES ON ITS OWN MOTION	:	D.P.U. 19-07
INTO INITIATIVES TO PROMOTE AND	:	
PROTECT CONSUMER INTERESTS IN THE	:	
RETAIL ELECTRIC COMPETITIVE SUPPLY	:	
MARKET	:	

NRG RETAIL’S
MOTION FOR PROTECTIVE TREATMENT

Energy Plus Holdings LLC, Green Mountain Energy Company, Reliant Energy Northeast LLC, and XOOM Energy Massachusetts, LLC (each an “NRG Retail Company” and collectively the “NRG Retail Companies”), affiliates within the NRG Retail system, hereby request that the Department of Public Utilities (“Department”), in accordance with M.G.L. Chapter 25, Section 5D (“M.G.L. c. 25, § 5D”) and 220 C.M.R. Section 1.04(5)(e), protect from public disclosure the confidential, competitively sensitive, and proprietary information being submitted herewith to the Department on the Automatic Renewal Report and the Contract Pricing Report included as Attachment 1 for each NRG Retail Company (“Reports”) to the Hearing Officer’s August 15, 2019 Memorandum in the instant proceeding (the “Confidential Information”).¹

I. LEGAL STANDARD

Confidential information may be protected from public disclosure in accordance with M.G.L. c. 25, § 5D, which states in pertinent part:

The [D]epartment may protect from public disclosure, trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings conducted pursuant to this chapter. There shall be

¹ See Memorandum (Aug. 15, 2019) (“Memorandum”), Attachment 1. The NRG Companies are providing the Reports on September 20, 2019 pursuant to consultation with the Department’s staff.

a presumption that the information for which such protection is sought is public information and the burden shall be upon the proponent of such protection to prove the need for such protection. Where such a need has been found to exist, the [D]epartment shall protect only so much of the information as is necessary to meet such need.²

The party moving for protective treatment must substantiate its motion with the following information:

1. the time period for which confidential treatment is desired;
2. the reason the record was provided to the Department and the date of submittal;
3. a precise description of the information to be protected;
4. the reasons for the claim of confidentiality, including proof that an exemption to public disclosure applies;
5. proof of the harm of public disclosure;
6. the extent to which the record or its contents has been disclosed to other persons or to federal, state, or local agencies, including the status of any requests for confidentiality; and
7. a certification to the best of the moving party's knowledge, information and belief, that the information is not customarily available in the public domain.³

In implementing these regulations, the Department has held that M.G.L. c. 25 § 5D establishes the following three-part standard for determining “whether, and to what extent, information filed . . . may be protected from public disclosure”:⁴

1. the information for which protection is sought must constitute “trade secrets, [or] confidential, competitively sensitive or other proprietary information”;
2. the party seeking protection must overcome the statutory presumption⁵ that all such information is public information by “proving” the need for its non-disclosure; and
3. even where a party proves such need, the Department may protect only so much of that information as is necessary to meet the established need and may limit the term or length of time such protection will be in effect.⁶

² M.G.L. c. 25, § 5D.

³ 220 C.M.R. § 1.04(5)(e).

⁴ D.P.U. 09-GAF-P1, *Petition of Bay State Gas Company for Approval of its 2009/2010 Peak Cost of Gas Adjustment Clause Filing*, Hearing Officer Ruling on Motion for Protective Treatment (Feb. 5, 2010), at 2.

⁵ See M.G.L. c. 66, § 10.

⁶ D.P.U. 09-GAF-P1, *Petition of Bay State Gas Company for Approval of its 2009/2010 Peak Cost of Gas Adjustment Clause Filing*, Hearing Officer Ruling on Motion for Protective Treatment (Feb. 5, 2010), at 2.

II. CONFIDENTIAL INFORMATION

The Automatic Renewal Report requests the following data for January through May 2019:

- The number of customers whose initial supply contract terminated in the specified month or period (“End-Of-Term Customers”);
- The number of End-Of-Term Customers whose contract included an automatic renewal provision to a fixed-price product (“Fixed-Price Auto-Renewal Customers”);
- The number of End-Of-Term Customers whose contract included an automatic renewal provision to a monthly-price product (“Monthly-Price Auto-Renewal Customers”);
- The numbers of Fixed-Price Auto-Renewal Customers and Monthly-Price Auto-Renewal Customers who continued to be customers of each NRG Retail Company through their billing cycle that ended in June 2019 because of the automatic renewal provision; and
- The numbers of Fixed-Price Auto-Renewal Customers and Monthly-Price Auto-Renewal Customers who continued to be customers of the supplier through their billing cycle that ended in June 2019 because the customers affirmatively entered into a new fixed-price contract with each NRG Retail Company.⁷

The Contract Pricing Report requests the following data as of June 1, 2019:

- The total number of residential customers (including low-income customers) paying a fixed price;
- The number of low-income residential customers paying a fixed price;
- The total number of residential customers (including low-income customers) paying a monthly price;
- The number of low-income residential customers paying a monthly price;
- The total number of residential customers (including low-income customers) paying a fixed price through the automatic renewal provision of their supply contract;
- The number of low-income residential customers paying a fixed price through the automatic renewal provision of their supply contract;

⁷ Memorandum, Attachment 1.

- The total number of residential customers (including low-income customers) paying a monthly price through the automatic renewal provision of their supply contract; and
- The number of low-income residential customers paying a monthly price through the automatic renewal provision of their supply contract.⁸

III. BASIS FOR PROTECTION

As reflected in the attached certification of Stephanie Kueffner, Regulatory Affairs Counsel for the NRG Retail Companies (“Certification”) and for the reasons set forth more fully below, the Confidential Information contains commercially valuable, confidential and proprietary, market-sensitive information the disclosure of which would reveal information regarding the NRG Retail Companies’ business and marketing strategies and market position, and which the NRG Retail Companies have, heretofore, used reasonable efforts to maintain as confidential in order to avoid the harm that would result if the information were to become publicly available.⁹ Accordingly, the Confidential Information is exempt from public disclosure pursuant to M.G.L. c. 25, § 5D.

Automatic Renewal Report

The NRG Retail Companies operate in a highly competitive retail market for electric supply.¹⁰ In this market, each NRG Retail Company competes with the electric distribution companies and each and every other unaffiliated licensed competitive supplier for a limited customer base on a variety of factors, including contract terms and marketing and customer retention strategies.¹¹ Through the years, the NRG Retail Companies have spent extensive time

⁸ Memorandum, Attachment 1.

⁹ See Certification, at ¶¶ 4-18.

¹⁰ *Id.* at ¶ 4.

¹¹ *Id.*

and resources developing their business and marketing strategies and differentiating themselves in the market.¹²

The Confidential Information has value to the NRG Retail Companies' competitors because the public disclosure of it would reveal information about the NRG Retail Companies' marketing, contracting, and customer retention strategies.¹³ For example, publicly disclosing the information in the Automatic Renewal Report would reveal whether or not the NRG Retail Companies use automatic renewal provisions in their contracts.¹⁴ Similarly, such a disclosure would reveal whether automatic renewal to a fixed price product is more or less likely to result in customer retention than automatic renewal to a monthly-priced product.¹⁵ Further, this disclosure could reveal whether and to what extent contractual automatic renewal provisions are more effective than efforts to retain customers through obtaining the customer's affirmative consent.¹⁶ Likewise, by allowing comparison of the numbers of customers whose contracts were expiring with the numbers of such customers whom each NRG Retail Company retained, public disclosure of the Automatic Renewal Report Confidential Information would reveal the overall success of each NRG Retail Company's customer retention efforts.¹⁷

Moreover, in the highly competitive retail electric supply market, the confidential, competitively sensitive, propriety information in the Automatic Renewal Report has independent economic value to the NRG Retail Companies' competitors and the disclosure of such information would cause harm to the NRG Retail Companies. For example, based on the Confidential Information contained in the Automatic Renewal Report, competitors could modify

¹² *Id.* at ¶ 5.

¹³ Certification, at ¶ 6.

¹⁴ *Id.* at ¶ 7.

¹⁵ *Id.*

¹⁶ *Id.* at ¶ 8.

¹⁷ *Id.* at ¶ 9.

and enhance the effectiveness of their customer retention programs without having to expend substantial time and resources to test various marketing strategies and contracting terms in the market themselves to determine which are most effective.¹⁸ This places each NRG Retail Company at an unfair competitive disadvantage because it did need to invest such time and resources.¹⁹

As a direct result of the actual and potential economic value of the Confidential Information in the Automatic Renewal Report, the NRG Retail Companies have undertaken reasonable efforts to protect the confidentiality of this information to ensure that it is not made known to its competitors or the public at large.²⁰ When this information is provided to third-parties, it is given subject to a confidentiality obligation, which the NRG Retail Companies have expended time and resources drafting, implementing, and enforcing.²¹ Even within the NRG Retail Companies, the distribution of this information is limited to those individuals who require the information to perform their duties.²² Moreover, to the best of the NRG Retail Companies' knowledge, information, and belief, there is no publicly available source from which this information can be obtained.²³ Since the Confidential Information in the Automatic Renewal Report has independent economic value from not being generally known to those who could profit from the knowledge of it and has been the subject of efforts to maintain its confidentiality, it qualifies as exempt from public disclosure pursuant to M.G.L. c. 25, § 5D.

¹⁸ Certification, at ¶ 10.

¹⁹ *Id.*

²⁰ *Id.* at ¶ 15.

²¹ *Id.* at ¶ 16.

²² *Id.* at ¶ 17.

²³ *Id.* at ¶ 18.

Contract Pricing Report

The NRG Retail Companies operate in a highly competitive retail market for electric supply.²⁴ In this market, each NRG Retail Company competes with the electric distribution companies and each and every other licensed competitive supplier for a limited customer base on a variety of factors, including pricing and contract terms.²⁵ The NRG Retail Companies have spent extensive time and resources developing its pricing and contracting strategies.²⁶

The Confidential Information has value to the NRG Retail Companies' competitors because the public disclosure of it would reveal the pricing and contract terms that the NRG Retail Companies offer.²⁷ Further, this disclosure could reveal whether and to what extent certain contract and pricing options are more effective than others in obtaining and retaining customers.²⁸ Likewise, by disclosing the number of customers that have selected pricing or contract terms, competitors could determine the overall success of each NRG Retail Company's marketing, contracting and pricing strategies.²⁹

Moreover, in the highly competitive retail electric supply market, the confidential, competitively sensitive, propriety information in the Customer Pricing Report has independent economic value to the NRG Retail Companies' competitors and the disclosure of such information would cause harm to the NRG Retail Companies. For example, with the Confidential Information in the Customer Pricing Report, competitors could enhance their marketing, contracting and pricing without having to expend substantial time and resources to

²⁴ *Id.* at ¶ 4.

²⁵ Certification, at ¶ 4.

²⁶ *Id.* at ¶ 11.

²⁷ *Id.* at ¶ 12.

²⁸ *Id.*

²⁹ *Id.* at ¶ 13.

test these various strategies in the market themselves to determine which are most effective.³⁰ This places the NRG Retail Companies at an unfair competitive disadvantage because they did need to invest such time and resources.³¹

As a direct result of the actual and potential economic value of the Confidential Information in the Contract Pricing Report, the NRG Retail Companies have undertaken reasonable efforts to protect the confidentiality of this information to ensure that it is not made known to its competitors or the public at large.³² When this information is provided to third-parties, it is given subject to a confidentiality obligation, which the NRG Retail Companies have expended time and resources drafting, implementing, and enforcing.³³ Even within the NRG Retail Companies, the distribution of this information is limited to those individuals who require the information to perform their duties.³⁴ Moreover, to the best of the NRG Retail Companies' knowledge, information, and belief, there is no publicly available source from which this information can be obtained.³⁵ Since the Confidential Information in the Contract Pricing Report has independent economic value from not being generally known to those who could profit from the knowledge of it and has been the subject of efforts to maintain its confidentiality, it qualifies as exempt from public disclosure pursuant to M.G.L. c. 25, § 5D.

CONCLUSION

As the foregoing demonstrates, the disclosure of the Confidential Information would reveal competitively sensitive, confidential, and proprietary information regarding the NRG Retail Companies' business and marketing strategies and market position. Therefore, the

³⁰ *Id.* at ¶ 14.

³¹ *Id.*

³² Certification, at ¶ 15.

³³ *Id.* at ¶ 16.

³⁴ *Id.* at ¶ 17.

³⁵ *Id.* at ¶ 18.

Department should protect the Confidential Information from public disclosure pursuant to M.G.L. c. 25, § 5D for so long as the NRG Retail Companies are licensed as competitive suppliers.

Respectfully submitted,
ENERGY PLUS HOLDINGS LLC
GREEN MOUNTAIN ENERGY COMPANY
RELIANT ENERGY NORTHEAST LLC
XOOM ENERGY MASSACHUSETTS, LLC



By: _____

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Dated: September 20, 2019

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

INVESTIGATION BY THE DEPARTMENT OF	:	
PUBLIC UTILITIES ON ITS OWN MOTION	:	D.P.U 19-07
INTO INITIATIVES TO PROMOTE AND	:	
PROTECT CONSUMER INTERESTS IN THE	:	
RETAIL ELECTRIC COMPETITIVE SUPPLY	:	
MARKET	:	

CERTIFICATION OF STEPHANIE KUEFFNER

Stephanie Kueffner, swears, deposes, and states that:

1. I am over the age of eighteen and understand the obligation of making a statement under oath.
2. I am Regulatory Affairs Counsel for Energy Plus Holdings LLC, Green Mountain Energy Company, Reliant Energy Northeast LLC, and XOOM Energy Massachusetts, LLC (each an “NRG Retail Company” and collectively the “NRG Retail Companies”). The NRG Retail Companies are affiliates within the NRG Retail system.
3. I am familiar with the information that each NRG Retail Company intends to file with the Department of Public Utilities (“Department”) on the Automatic Renewal Report and the Contract Pricing Report included as Attachment 1 (“Reports”) to the Hearing Officer’s August 15, 2019 Memorandum in the above-referenced proceeding (the “Confidential Information”).
4. NRG Retail Companies operate in a highly competitive retail market for electric supply. In this market, each NRG Retail Company competes with the electric distribution

companies and each and every other unaffiliated licensed competitive supplier for a limited customer base on a variety of factors, including pricing and contract terms and marketing and customer retention strategies.

5. Through the years, the NRG Retail Companies have spent extensive time and resources developing their business and marketing strategies and differentiating themselves in the market.

6. The Confidential Information has value to the NRG Retail Companies' competitors because the public disclosure of it would reveal information about the NRG Retail Companies' marketing, contracting, and customer retention strategies.

7. Publicly disclosing the information in the Automatic Renewal Report would reveal whether or not the NRG Retail Companies use automatic renewal provisions in their contracts. Such a disclosure would reveal whether automatic renewal to a fixed price product is more or less likely to result in customer retention than automatic renewal to a monthly-priced product.

8. This disclosure could reveal whether and to what extent contractual automatic renewal provisions are more effective than efforts to retain customers through obtaining the customer's affirmative consent.

9. By allowing comparison of the numbers of customers whose contracts were expiring with the numbers of such customers whom each NRG Retail Company retained, public disclosure of the Automatic Renewal Report Confidential Information would reveal the overall success of the NRG Retail Companies' customer retention efforts.

10. Based on the Confidential Information contained in the Automatic Renewal Report, competitors could modify and enhance the effectiveness of their customer retention

programs without having to expend substantial time and resources to test various marketing strategies and contracting terms in the market themselves to determine which are most effective. This places the NRG Retail Companies at an unfair competitive disadvantage because they did need to invest such time and resources.

11. The NRG Retail Companies have spent extensive time and resources developing its pricing and contracting strategies.

12. The Confidential Information has value to the NRG Retail Companies' competitors because the public disclosure of it would reveal the pricing and contract terms that the NRG Retail Companies offer. This disclosure could reveal whether and to what extent certain contract and pricing options are more effective than others in obtaining and retaining customers.

13. By disclosing the number of customers that have selected pricing or contract terms, competitors could determine the overall success of the NRG Retail Companies marketing, contracting and pricing strategies.

14. With the Confidential Information in the Customer Pricing Report, competitors could enhance their marketing, contracting and pricing without having to expend substantial time and resources to test these various strategies in the market themselves to determine which are most effective. This places the NRG Retail Companies at an unfair competitive disadvantage because they did need to invest such time and resources.

15. The NRG Retail Companies have undertaken reasonable efforts to protect the confidentiality of the Confidential Information to ensure that it is not made known to their competitors or the public at large.

16. When the Confidential Information is provided to third-parties, it is only given subject to a confidentiality obligation, which the NRG Retail Companies have expended time and resources drafting, implementing, and enforcing.

17. Even within the NRG Retail Companies, the distribution of the Confidential Information is limited to those individuals who require the information to perform their duties.

18. To the best of the NRG Retail Companies' knowledge, information and belief, there is no publicly available source from which the Confidential Information can be obtained.

Signed under the pains and penalties of perjury this 20th day of September 2019.



Stephanie Kueffner
Regulatory Affairs Counsel
Energy Plus Holdings LLC
Green Mountain Energy Company
Reliant Energy Northeast LLC
XOOM Energy Massachusetts, LLC

	A	B	C	D	E	F	G	H
1	Table 2							
2	Supplier Contract Pricing Report							
3	Energy Plus Holdings LLC							
4								
5	This table sets forth Department staff's proposal for the information that competitive suppliers shall provide on the							
6	number of their residential customers in MA that pay a fixed or a monthly price for their supply service.							
7								
8	Total Customers (1)				Automatic Renewal Customers (2)			
9	Fixed Price		Monthly Price		Fixed Price		Monthly Price	
10	All (3)	L-I (4)	All (5)	L-I (6)	All (7)	L-I (8)	All (9)	L-I (10)
11								
12								
13	NOTES:							
14	(1) Provide the information requested below for residential customers that the supplier was serving as of June 1, 2019.							
15								
16								
17	(2) Provide the information requested below for the subset of residential customers that the supplier was serving as of June 1, 2019 that were being served through the automatic renewal provision of the customers' contracts.							
18								
19	(3) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a fixed price (i.e., a price that remained constant over the term of the supply contracts) for their supply service.							
20								
21								
22	(4) Enter the number of low-income residential customers (i.e., customers that are receiving service under their distribution company's R2 rate) that the supplier was serving as of June 1, 2019 that were paying a fixed price for their supply service.							
23								
24								
25								
26	(5) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a monthly price (i.e., a price that changed monthly) for their supply service.							
27								
28	(6) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a monthly price for their supply service.							
29								
30								
31	(7) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a fixed price through the automatic renewal provision of their supply contract.							
32								
33	(8) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a fixed price through the automatic renewal provision of their supply contract.							
34								
35	(9) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a monthly price through the automatic renewal provision of their supply contract.							
36								
37								
38	(10) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a monthly price through the automatic renewal provision of their supply contract.							
39								

REDACTED

Table 1	Energy Plus Holdings LLC												Report Month			June 2019												
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
1	<p>1. This table sets forth "department staff's requests" for the information that competitive suppliers shall provide on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>2. The information to be provided in Columns A through H shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>3. The information to be provided in Columns I through S shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>4. The information to be provided in Columns T through Z shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>5. The information to be provided in Columns AA through AB shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p>																											
6	<p>6. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>7. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>8. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>9. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>10. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>11. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>12. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>13. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>14. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>15. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>16. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>17. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>18. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>19. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>20. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>21. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>22. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>23. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>24. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>25. Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p>																											
14	<p>14. NOTES:</p> <p>15. (i) The information to be provided in Columns A through G shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>16. (ii) The information to be provided in Columns H through S shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>17. (iii) The information to be provided in Columns T through Z shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>18. (iv) The information to be provided in Columns AA through AB shall be provided on the number of residential customers in MA to whom the supplier provided service during June 2019 through the automatic renewal period.</p> <p>19. (v) Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>20. (vi) Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>21. (vii) Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>22. (viii) Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>23. (ix) Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>24. (x) Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p> <p>25. (xi) Enter the number of customers whose initial supply contract terminated on the customer's billing cycle that ended in May, 2019.</p>																											

A	B	C	D	E	F	G	H
1	Table 2	Supplier Contract Pricing Report					
2		Green Mountain Energy Company					
3							
4							
5	This table sets forth Department staff's proposal for the information that competitive suppliers shall provide on the						
6	number of their residential customers in MA that pay a fixed or a monthly price for their supply service.						
7							
8	Total Customers (1)		Automatic Renewal Customers (2)				
9	Fixed Price	Monthly Price	Fixed Price	Monthly Price			
10	All (3)	L-I (4)	All (5)	L-I (6)	All (7)	L-I (8)	All (9) L-I (10)
11							
12							
13	NOTES:						
14	(1) Provide the information requested below for residential customers that the supplier was serving as of June 1, 2019.						
15							
16							
17	(2) Provide the information requested below for the subset of residential customers that the supplier was serving as of June 1, 2019 that were being served through the automatic renewal provision of the customers' contracts.						
18							
19	(3) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a fixed price (i.e., a price that remained constant over the term of the supply contracts) for their supply service.						
20							
21	(4) Enter the number of low-income residential customers (i.e., customers that are receiving service under their distribution company's R2 rate) that the supplier was serving as of June 1, 2019 that were paying a fixed price for their supply service.						
22							
23	(5) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a monthly price (i.e., a price that changed monthly) for their supply service.						
24							
25	(6) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a monthly price for their supply service.						
26							
27	(7) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a fixed price through the automatic renewal provision of their supply contract.						
28							
29	(8) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a fixed price through the automatic renewal provision of their supply contract.						
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31	(9) Enter the total number of residential customers (including low-income customers) that the supplier was serving as of June 1, 2019 that were paying a monthly price through the automatic renewal provision of their supply contract.						
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33	(10) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a monthly price through the automatic renewal provision of their supply contract.						
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36							
37	(10) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a monthly price through the automatic renewal provision of their supply contract.						
38							
39	(10) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that were paying a monthly price through the automatic renewal provision of their supply contract.						

	A	B	C	D	E	F	G	H	I	J
1	Table 2	Supplier Contract Pricing Report								
2		XOOM Energy Massachusetts, LLC								
3										
4										
5	This table sets forth Department staff's proposal for the information that competitive suppliers shall provide on the									
6	number of their residential customers in MA that pay a fixed or a monthly price for their supply service.									
7										
8		Total Customers (1)				Automatic Renewal Customers (2)				
9		Fixed Price	Monthly Price	Fixed Price	Monthly Price	Fixed Price	Monthly Price			
10		All (3)	L-I (4)	All (5)	L-I (6)	All (7)	L-I (8)	All (9)	L-I (10)	
11										
12										
13	NOTES:									
14	(1) Provide the information requested below for residential customers that the supplier was serving as of June 1,									
15	2019.									
16										
17	(2) Provide the information requested below for the subset of residential customers that the supplier was serving									
18	as of June 1, 2019 that were being served through the automatic renewal provision of the customers' contracts.									
19	(3) Enter the total number of residential customers (including low-income customers) that the supplier was serving									
20	as of June 1, 2019 that were paying a fixed price (i.e., a price that remained constant over the term of the supply									
21	contracts) for their supply service.									
22	(4) Enter the number of low-income residential customers (i.e., customers that are receiving service under their									
23	distribution company's R2 rate) that the supplier was serving as of June 1, 2019 that were paying a fixed price for									
24	their supply service.									
25										
26	(5) Enter the total number of residential customers (including low-income customers) that the supplier was serving									
27	as of June 1, 2019 that were paying a monthly price (i.e., a price that changed monthly) for their supply service.									
28	(6) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that									
29	were paying a monthly price for their supply service.									
30										
31	(7) Enter the total number of residential customers (including low-income customers) that the supplier was serving									
32	as of June 1, 2019 that were paying a fixed price through the automatic renewal provision of their supply contract.									
33	(8) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that									
34	were paying a fixed price through the automatic renewal provision of their supply contract.									
35	(9) Enter the total number of residential customers (including low-income customers) that the supplier was serving									
36	as of June 1, 2019 that were paying a monthly price through the automatic renewal provision of their supply									
37	contract.									
38	(10) Enter the number of low-income residential customers that the supplier was serving as of June 1, 2019 that									
39	were paying a monthly price through the automatic renewal provision of their supply contract.									
40										

