

increased productivity and decreased costs. The NRG Retail Companies have been active participants in the Massachusetts retail energy markets for more than ten years and offer comments on the topics posed in the Memorandum.

I. PUBLIC ACCESS TO LICENSE RENEWAL APPLICATIONS

D.P.U. Staff is proposing that license renewal applications be amended to include information related to licensees' corporate structure. The NRG Retail Companies have no particular confidentiality concerns about posting this information on the D.P.U.'s website. Other states already ask for this level of detail and it is filed publicly. There may be other information included in the application, though, that could be confidential. It is therefore recommended that certain information be allowed to be redacted from public view if the information is considered confidential.

II. DOOR TO DOOR MARKETING NOTIFICATION

The NRG Retail Companies are not currently marketing door-to-door in Massachusetts. However, we offer the following comments and observations on this topic as it relates to our many years of experience. A requirement to provide municipalities two days' notice prior to selling door-to-door is not practical or necessary. Some municipalities only offer same day permits and reserve the right to deny permits. This causes sales plans to pivot and requires a great deal of flexibility.

As suggested in comments filed by the NRG Retail Companies in Docket Number 14-140 on August 28, 2015, The Department should create and maintain a database of local solicitation requirements that competitive suppliers must utilize to facilitate compliance with local permitting

and licensing requirements.¹ These local rules often are not readily available (digitally or otherwise) and suppliers spend an inordinate amount of time trying to figure out what the requirements are for a given locality. Suppliers would then certify that they will obtain all required permits and licenses prior to conducting marketing activity. Through the local permitting process, the cities and towns are made aware of the supplier's solicitation activity, when it will occur, and how many agents will be involved. In fact, each city and town has already determined what it wants to know about that activity and has promulgated permitting and licensing requirements accordingly. Requiring suppliers to provide a copy of the Notice to the impacted towns is redundant to that process and unnecessarily burdens suppliers with time consuming and costly filing obligations and should not be required.

The NRG Retail Companies do agree with RESA's suggestion that the five-municipality limit be at the utility level. This would provide additional flexibility as mentioned above when permits are denied or delayed. In addition, sales teams need to be able to shift gears to adjust to competitor activity (if another company is selling in the same area, sales teams will often move to another location).

Suppliers should not have to report their door-to-door activities on a more granular level (by neighborhood) for certain cities (ex. Worcester and Springfield). It is already challenging for sales teams to stay within a particular boundary because municipal boundaries do not usually align with zip codes or other physically visible indicators. The onus should be on the competitive supplier to know exactly where the sales teams are and be able to provide D.P.U. Staff with that information upon request. It should not be necessary to report on that information in advance.

¹ See Docket 14-140, *Investigation by the Department of Public Utilities on its Motion into Initiatives to Improve the Retail Electric Competitive Supply Market*, Comments of NRG Energy, Inc on the Department's Proposed Notice and Reporting Requirements for Door-to-Door Marketing by Competitive Suppliers (filed August 28, 2015), p.4.

III. CONTRACT SUMMARY FORMS

The NRG Retail Companies commend the Department for providing a clear and concise Contract Summary Form template. It is important to keep in mind the purpose of the document which is to provide a clear snapshot of the offer the customer is agreeing to. Morphing this summary into a document containing not only the details of the specific offer, but additional details about utility rates, specific renewable class or other items will simply serve as a way to either confuse the customer, or cause the customer to not even read the document and file it either into the trash or in a cabinet somewhere. This document should not be used as a marketing piece to describe the products as premium or non-premium or to promote one entity's rate over another. It should be a clear and concise summary of what the customer agreed to. Keeping it simple – a one-page glimpse of their agreement – will engage more people and allow customers to gain a better understanding of their terms.

The additional language recommended by Staff will make the document much more complicated and confusing. An average customer does not know the difference between RPS Class I, RPS Class II, or RPS Class II waste-to-energy requirements. Adding language to describe whether the sources are “premium” or where specifically the resources are located is not necessary on this summary document. It will also seem like more of a marketing pitch a “my product is premium to yours” type of correspondence rather than a summary of what the customer signed up for. As the longest serving renewable energy retailer in the country, Green Mountain has a proven history of offering unique, environmentally beneficial products to customers. Massachusetts would be the first State to include that amount of detail on a contract summary form and quite frankly it's not necessary. Customers who are purchasing renewable energy are more focused on the

technology used (wind, solar, hydro, etc.) and less focused on what the D.P.U. would consider premium or RPS Class I. This type of information is better suited for the Information Disclosure Label, within the full terms of the agreement, and on the Department of Energy Resources' ("DOER") website. A link to the DOER website should be included instead of the full details. This website includes information about renewables and will provide the details for customers who want to learn more.

Furthermore, including basic service rates on the Contract Summary Form will be a complicated task for suppliers to comply with. This information will have to be current, account for upcoming changes to the rates, and include various effective dates making this document (whose main purpose was to provide consumer information in a concise and useful manner) much more complex. Pointing customers to the website which includes this information is far more concise than listing additional rates on the document. Customers will see the various prices and dates and be confused as to which rate they are signing up for and for what time period. Other states have not included this detail simply because it muddies the waters about the agreement and offer at hand.

From an operational standpoint, adding both the RPS Class and the basic service rate requires programming and testing. Suppliers will need ample time to update this information and get it to various print vendors and IT programmers to make sure it is available to consumers within the correct time frame. Additionally, each time there is a change, suppliers will need to make sure the changes are incorporated correctly and that customers are receiving the correct version. A much simpler approach is to leave out the RPS details and instead include them in the actual terms of service or Information Disclosure Label and provide a link to the basic service rates (so that if customers are interested, they can visit the site).

IV. RECORDING OF TELEMARKETING CALLS

Current technology allows for faster turnaround times for providing telemarketing and TPV recordings to D.P.U. Staff. Applying the 72-hour rule to more recent calls is acceptable. A problem lies with older recordings. Sometimes these recordings are archived and located at a physical location that is off-site. Pulling these recordings can be especially problematic during COVID-19 pandemic times when many physical locations are closed. The NRG Retail Companies recommend providing an exception to the 72-hour time frame for recordings that are more than one year old especially during COVID-19 critical timeframes.

V. DIRECT MAIL MARKETING

The NRG Retail Companies oppose the process outline which provides the Attorney General with any copy of the approved direct mail marketing pieces. It is unclear what the reasoning is for providing this and what rights the Attorney General would have. Is it possible that the Attorney General's office will review the already approved documents and mandate other changes to these mail pieces? How will the Attorney General use this information? Often direct mail is time sensitive and adding any delays to the process could be detrimental to the program. The D.P.U. and the Attorney General should agree to acceptable marketing practices and the D.P.U. should use those practices to determine whether a marketing piece be approved. Of course, if there is a complaint or other investigation, the NRG Retail Companies would fully cooperate with the Attorney General's office, however, a strong case hasn't been provided which shows why the information should be provided up front. Without any clarifying details, the NRG Retail Companies oppose this recommendation.

VI. DISPLAY OF RENEWABLE ENERGY PRODUCTS ON ENERGY SWITCH

The NRG Retail Companies are in favor of removing the minimum energy renewable content on the offers that are posted to the Energy Switch website if these postings remain voluntary not mandatory. The NRG Retail Companies would further suggest that the maximum amount of 100% be lifted as some companies like Green Mountain offer a 100% renewable product (not including the RPS). If the RPS percentages are included the percent renewable bumps up to well over 100%. Below is an example of Green Mountain's current listing:



The screenshot displays the Green Mountain Energy logo on the left. To its right, the rate is listed as 12.100 ¢/kWh. Further right, the terms are listed: 12 months, No cancellation fee, and Automatic renewal. On the far right, the renewable content is shown as Required: 27% | Voluntary: 73% with a TOTAL of 100%. Below the logo is a 'Sign Up Compare' button with a small icon.

This listing shows the required RPS of 27% and the Voluntary Renewable as 73% but then also shows that the product is 100% wind energy. This does not make sense knowing that the RPS is comprised of resources that are not entirely wind. The Voluntary percentage should have some flexibility to be a number that when added to the RPS exceeds 100%.

VII. DEFINITION OF SMALL COMMERCIAL AND INDUSTRIAL CONSUMER

The NRG Retail Companies find the proposed definitions of small C&I gas customers (a non-residential consumer whose annual usage does not exceed 7,000 therms) and small C&I electric customers (a non-residential consumer whose annual usage does not exceed 15,000 kilowatt hours) to be adequate and acceptable. The NRG Retail Companies also agree that companies that have multiple utility account numbers should be aggregated to meet the definition requirements set forth above. New customers who do not have any historical usage can be estimated using similar type

accounts or square footage of office space. The utilities should already have certain thresholds in place for setting up accounts based on the type and size of the business. Perhaps these same guidelines can be used for this purpose.

VIII. UNTIMELY LICENSE RENEWAL APPLICATIONS

The NRG Retail Companies find the D.P.U. Staff Proposal regarding Competitive Supplier's untimely filings of license renewal applications to be fair. The proposal provides that Staff would send a notice 30 calendar days before the renewal is due and a second notice 5 days before it's due. If the application is not received within 14 days of the renewal due date, the Competitive Supplier would be prohibited from enrolling new customers. If the application is submitted within 60 days, the Competitive Supplier would regain their ability to enroll new customers. If not, they would have to petition the Department to regain the ability to enroll new customers. It is the Competitive Supplier's responsibility to ensure that all licenses are kept current and up to date. This proposal provides adequate notices and a process for allowing exceptions.

IX. CUSTOMER ASSIGNMENT

The NRG Retail Companies are supportive of the D.P.U. Staff Proposal to extend the assignment rules established in D.P.U. 14-140-D to gas suppliers. The proposal is reasonable and providing consistency regarding both commodities in this instance is agreeable.

The NRG Retail Companies appreciate the opportunity to offer these comments and welcome additional opportunities to participate in the development and support of a robust competitive market in Massachusetts. We look forward to future improvements including Enroll

with Your Wallet functionality and commend the Department's efforts and commitment to these improvements.

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Respectfully submitted,

/s/

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