North American Energy Standards Board

Executive Committee Meeting

Wholesale Electric Quadrant
Retail Gas Quadrant
Retail Electric Quadrant
Wholesale Gas Quadrant

August 24-26, 2004

Hosted by El Paso Western Pipelines
Colorado Springs, Colorado

NORTH AMERICAN ENERGY STANDARDS BOARD

Executive Committee Meeting – WEQ, REQ, RGQ, WGQ Meeting Materials
August 24-26, 2004

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Retail Quadrants Annual Plans

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NORTH AMERICAN ENERGY STANDARDS BOARD
2004 ANNUAL PLAN – RETAIL GAS QUADRANT[1]

	Item Number & Description	Completion[2]	Subcommittee Assignment
1	Billing & Payment Datasets and Models Develop datasets and models to support the Billing & Payment model business practices. Status: Pending, Discussion Underway	2nd Qtr 2004	Customer Processes
2	Market Participant Interactions Develop model practices to support interactions between Distribution Companies and/or registration agents and Suppliers, such as supplier registration processes, governing documents, and roles and obligations of both Distribution Company and/or registration agent and Supplier (e.g. content and framework of governing documents or orders). Status: Pending, Discussion Underway	2nd Qtr. 2004	Supplier-Utility Interface
3	Customer Information Develop practices for exchanging customer information necessary for interactions prior to enrollment and billing, i.e., customer authorization procedures identifying types of customer information necessary for pre-enrollment activities, and methodologies for exchanging information.	4th Qtr. 2004	Customer Processes
4	Distribution Company – Supplier Disputes Develop dispute resolution procedures applicable to differences between Distribution Companies and Suppliers.	3rd Qtr. 2004	Supplier-Utility Interface
5	Customer Enrollment, Switching & Dropping Develop practices for submitting and receiving, processing and fulfilling a customer's request to enroll with or leave a supplier (including suppliers dropping customers) and for maintaining current customer account information, and for notifying affected parties.	2005	Customer Processes
6	Examine Wholesale Gas Quadrant Non-EDM Standards Review NAESB Wholesale Gas Quadrant Non-EDM manuals to determine whether the standards within should be modified and/or adopted for use in the Retail Quadrants.	2005	Supplier-Utility Interface
7	Customer Inquiries Develop procedures for responding to customer inquiries directed to Distributors and/or Suppliers and for notification of the other party.	2005	Customer Processes
8	Supplier Licensing Develop practices for licensing Suppliers with state utility commissions.	2005	Supplier-Utility Interface

[1] As outlined in the NAESB Bylaws, the RGQ will also address requests submitted by members and assigned to the RGQ through the Triage Process.

[2] Dates in the completion column are by end of the quarter for completion by the assigned committee. The dates do not necessarily mean that the standards are fully staffed so as to be implementable by the industry, and/or ratified by membership. If one item is completed earlier than planned, another item can begin earlier and possibly complete earlier than planned. There are no begin dates on the plan.

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NORTH AMERICAN ENERGY STANDARDS BOARD
2004 ANNUAL PLAN – RETAIL GAS QUADRANT[1]

	Item Number & Description	Completion[2]	Subcommittee Assignment
	Retail Gas Business Practice Inventory Task Force		
9	Inventory Existing Natural Gas Practices within States[3] Conduct inventory of existing natural gas practices in various states. Status: Underway		Retail Gas Business Practice Inventory Task Force
	Technical Electronic Implementation Subcommittee[4]		
10	TEIS Subcommittee Process Establish a subcommittee process for the processing of standards released by other quadrant subcommittees, including interfaces with other subcommittees (e.g. CPS, SUIS, Information Requirements (IR), etc), receipt of standards, completion of required inputs (e.g. data dictionaries, etc), and identification of required outputs (e.g. X12 standards, QEDM book components, etc). Status: Complete	1st Qtr. 2004	Technical Electronic Implementation
11	Technical Electronic Implementation Standards – Billing & Payments Status: Pending, Discussion Underway	3rd Qtr. 2004	Technical Electronic Implementation
12	Electronic Transport Work jointly with the WGQ EDM subcommittee and the RGQ TEIS subcommittee to establish standards for the NAESB Internet Electronic Transport. Status: Pending, Discussion Underway	2nd Qtr. 2004	Technical Electronic Implementation
13	Quadrant EDM Work jointly with the WGQ and RGQ to establish a common format for Quadrant-specific EDM (QEDM) Books. Status: Pending, Discussion Underway	3rd Qtr. 2004	Technical Electronic Implementation
14	Technical Electronic Implementation Standards – Customer Enrollment and Switching Status: Dependent on completion of Item 5	2005	Technical Electronic Implementation
15	Technical Electronic Implementation Standards – Customer Information Status: Dependent on completion of Item 3	2005	Technical Electronic Implementation

[3] This is an ongoing item designed to serve as a resource to other RGQ subcommittees.

[4] The TEIS is assigned the completion of any technical work forwarded to them by the business development subcommittees ideally one quarter after receipt of forwarded work.

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	Gas-Electric Scheduling Activities		
16	Status Report on Gas-Electric scheduling coordination issues. Status: Interim status report completed.	3rd Qtr. 2004	Gas-Electric Coordination TF
	Provisional Activities		
	Review security standards as may be deemed necessary; Public Key Infrastructure (PKI).		
	"Energy Day" Standard - including assessment of changes to existing NAESB standards.		
	Program of Standards Maintenance & Fully Staffed Standards Work[5]		
	Business Practice Requests	Ongoing	Assigned by the EC on a request by request basis
	Information Requirements and Technical Mapping of Business Practices	Ongoing	Assigned by the EC on a request by request basis
	Ongoing Interpretations for Clarifying Language Ambiguities	Ongoing	Assigned by the EC on a request by request basis
	Ongoing Maintenance of Code Values and Other Technical Matters	Ongoing	Assigned by the EC on a request by request basis
	Ongoing Development and Maintenance of Definitions	Ongoing	Glossary Subcommittee

5 This work is considered routine maintenance and thus the items are not separately numbered.

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NORTH AMERICAN ENERGY STANDARDS BOARD
2004 ANNUAL PLAN – RETAIL ELECTRIC QUADRANT[1]

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1	Billing & Payment Datasets and Models Develop datasets and models to support the Billing & Payment model business practices. Status: Pending, Discussion Underway	2nd Qtr 2004	Customer Processes
2	Market Participant Interactions Develop model practices to support interactions between Distribution Companies and/or registration agents and Suppliers, such as supplier registration processes, governing documents, and roles and obligations of both Distribution Company and/or registration agent and Supplier (e.g. content and framework of governing documents or orders). Status: Pending, Discussion Underway	2nd Qtr. 2004	Supplier-Utility Interface
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[1] As outlined in the NAESB Bylaws, the REQ will also address requests submitted by members and assigned to the REQ through the Triage Process.

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NORTH AMERICAN ENERGY STANDARDS BOARD
2004 ANNUAL PLAN – RETAIL ELECTRIC QUADRANT[1]

	Item Number & Description	Completion[2]	Assignment
9	Retail Meter Data Validation, Editing & Estimating Develop procedures for insuring the integrity and validity of retail customer metering data that is needed by utilities and suppliers for billing, load profiling, settlement, etc. Issues related to unbundled or competitive metering are not to be considered.	2005	Supplier-Utility Interface
10	Load Profiling Develop practices for using statistical methods to estimate interval consumption by customers who do not have interval meters.	2005	Supplier-Utility Interface
11	Settlement Process Reconcile energy schedules and energy delivered by suppliers within a given market. Note: will need to be coordinated with the WEQ.	2005	Supplier-Utility Interface
	Technical Electronic Implementation Subcommittee[3]		
12	TEIS Subcommittee Process Establish a subcommittee process for the processing of standards released by other quadrant subcommittees, including interfaces with other subcommittees (e.g. CPS, SUIS, Information Requirements (IR), etc), receipt of standards, completion of required inputs (e.g. data dictionaries, etc), and identification of required outputs (e.g. X12 standards, QEDM book components, etc). Status: Complete	1st Qtr. 2004	Technical Electronic Implementation
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15	Quadrant EDM Work jointly with the WGQ and RGQ to establish a common format for Quadrant-specific EDM (QEDM) Books. Status: Pending, Discussion Underway	3rd Qtr. 2004	Technical Electronic Implementation
16	Technical Electronic Implementation Standards – Customer Enrollment and Switching Status: Dependent on completion of Item 5	2005	Technical Electronic Implementation
17	Technical Electronic Implementation Standards – Metering Status: Dependent on completion of Item 9	2005	Technical Electronic Implementation

[3] The TEIS is assigned the completion of any technical work forwarded to them by the business development subcommittees ideally one quarter after receipt of forwarded work.

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	Item Number & Description	Completion[2]	Assignment
18	Technical Electronic Implementation Standards – Load Profiling Status: Dependent on completion of Item 10	2005	Technical Electronic Implementation
19	Technical Electronic Implementation Standards – Customer Information Status: Dependent on completion of Item 3	2005	Technical Electronic Implementation
	Gas-Electric Scheduling Activities		
20	Status Report on Gas-Electric scheduling coordination issues. Status: Interim report completed.	3rd Qtr. 2004	Gas-Electric Coordination TF
	Provisional Activities		
	Review security standards as may be deemed necessary; Public Key Infrastructure (PKI).		
	"Energy Day" Standard - including assessment of changes to existing NAESB standards.		
	Program of Standards Maintenance & Fully Staffed Standards Work[4]		
	Business Practice Requests	Ongoing	Assigned by the EC on a request by request basis
	Information Requirements and Technical Mapping of Business Practices	Ongoing	Assigned by the EC on a request by request basis
	Ongoing Interpretations for Clarifying Language Ambiguities	Ongoing	Assigned by the EC on a request by request basis
	Ongoing Maintenance of Code Values and Other Technical Matters	Ongoing	Assigned by the EC on a request by request basis
	Ongoing Development and Maintenance of Definitions	Ongoing	Glossary Subcommittee

[4] This work is considered routine maintenance and thus the items are not separately numbered.

TAB 13

REQ and RGQ Subcommittee Updates

NORTH AMERICAN ENERGY STANDARDS BOARD

Executive Committee Meeting – WEQ, REQ, RGQ, WGQ Meeting Materials
August 24-26, 2004

CPS Documents

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

8/18/2004 2:32:06 PM

1. Recommended Action:

_x__Accept as requested
___Accept as modified below
___Decline

Effect of EC Vote to Accept Recommended Action:

__x_Change to Existing Practice
___Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
_x__Initiation	_x__Initiation
___Modification	___Modification
___Interpretation	___Interpretation
___Withdrawal	___Withdrawal
___Principle (x.1.z)	___Principle (x.1.z)
___Definition (x.2.z)	___Definition (x.2.z)
_x__Business Practice Standard (x.3.z)	_x__Business Practice Standard (x.3.z)
___Document (x.4.z)	___Document (x.4.z)
____Data Element (x.4.z)	___Data Element (x.4.z)
____Code Value (x.4.z)	___Code Value (x.4.z)
____X12 Implementation Guide	___X12 Implementation Guide
____Business Process Documentation	___Business Process Documentation

3. RECOMMENDATION

SUMMARY: Adopt the Business Process and Practices document and attached Outline for Model Billing Services Agreement (to be inserted in section 2.3.3) for Billing and Payment to be used in a retail access environment.

TECHNICAL CHANGE LOG (all instructions to accomplish the recommendation)

Description of Change: Executive Committee to approve the Business Process and Practices document for Billing and Payment and hold until Outline for Billing Services Agreement, Datasets, and Models are developed, submitted, and approved by the Executive Committee.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

4. SUPPORTING DOCUMENTATION

Description of Request: REQ Annual Plan Item #1 and RGQ Annual Plan Item #6.
Customer Processes Subcommittee to develop model business practices for Billing and Payment.

b. Description of Recommendation:

Business Process and Practices

A Overview

This section presents business practices for billing and payments in a retail access environment. Billing and payment processing encompass a variety of steps and interactions between the Billing Party and the Non-Billing Party beginning with the receipt of usage data. Steps include calculating billable charges; printing and distributing the bill; posting payments; and, remittance practices. Interactions include the transfer of data necessary to accurately bill and process payments received from the Customer for energy, transmission/transportation and distribution related charges. In a business environment where best practices are voluntary, model business practices should be applied within the context of regulatory requirements and agreements between the parties documented in a Billing Services Agreement.

There are three billing options: Dual Billing, Consolidated Billing, and Single Retail Supplier Billing. Consolidated Billing provides four choices: Supplier Consolidated Billing-Bill Ready; Supplier Consolidated Billing-Rate Ready; Distribution Company Consolidated Billing-Bill Ready; Distribution Company Consolidated Billing-Rate Ready.

Alternative payment processing methods exist for the Consolidated Billing option based upon various cash posting sequences. The two methods are “Assumption of Receivables” and “Pay As You Get Paid.”

Principles

Reserved for future use.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

Definitions

Applicable Regulatory Authority: The state regulatory agency or other local governing body that provides oversight, policy guidance, and direction to any parties involved in the process of providing energy to retail access Customers through regulations and orders.

Assumption of Receivables: The payment processing method in which the Billing Party assumes the Non-Billing Party's receivables and sends the Non-Billing Party payment at predetermined intervals for all Non-Billing Party amounts that are billed, payable to the Non-Billing Party, and do not have a status of In Dispute, in accordance with the tariff, Billing Services Agreement or other Governing Document regardless of when (or whether) the Customer pays the Billing Party.

Bill Ready: A Consolidated Billing practice in which the Billing Party receives the calculated charge amount(s) directly from the Non-Billing Party in lieu of the Billing Party calculating it directly from the rate.

Billing Party: The party performing billing services for one or more parties.

Billing Services Agreement: A legally binding document between the Distribution Company and the Supplier used when one of the parties is performing Consolidated Billing for the other party. Such document sets forth the expectations and responsibilities of each party.

Business Day: As defined in the Governing Documents.

Consolidated Billing: The billing option in which the Distribution Company or Supplier renders a Customer bill consolidating the energy, transmission/transportation and distribution charges of the Distribution Company and the Supplier, for which a single payment from the Customer is expected.

Customer: Any entity that takes gas and/or electric service for its own consumption.

Distribution Company: A regulated entity which provides distribution services and may provide energy and/or transmission/transportation services in a given area.

Dual Billing: The billing option in which the Distribution Company and Supplier render separate Customer bills for the products and services each provides.

Governing Documents: Documents that determine the interactions among parties, including but not limited to: regulatory documents (e.g., tariffs, rules, regulations), contractual agreements, and Distribution Company operational manuals.

In Dispute: A bill status that prevents collection action from being taken on the disputed amount.

Non-Billing Party: The party whose charges are being combined into a statement (or invoice) prepared and rendered by another party.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

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Pay As You Get Paid: The payment processing method in which the Billing Party forwards payment to the Non-Billing Party for the Non-Billing Party charges only after receiving payment.

Rate Code: A product identifier used in a billing system which contains all information, such as description and price, needed to bill for that product. One or more Rate Codes may be billed on a single account.

Rate Ready: Refers to the practice in which the Non-Billing Party provides rate information to the Billing Party sufficient to calculate the Non-Billing Party's charges.

Service Delivery Point: A physical metered and/or unmetered service location supplying energy to a Customer premise.

Single Retail Supplier Billing: The billing option in which the Supplier renders a Customer bill for all energy, transmission/transportation, and distribution related charges. The Supplier purchases or otherwise acquires energy, transmission/transportation and distribution services, and therefore all charges on the bill are Supplier charges. A single payment from the Customer is expected.

Supplier: Persons engaged in the competitive sale of energy to end-users.

Uniform Electronic Transaction: Standard data arrangements for trading information, making business requests and exchanging other information, encompassing a number of electronic media and utilizing specified transport protocols.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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B Model Business Practices

2.1 General Billing and Payment

2.1.1 Model Business Practices

2.1.1.1 The Supplier may elect to offer its Customers one or more of the billing options that are available in the Distribution Company's territory.

2.1.1.2 Both Distribution Company and Supplier should be approved, certified or licensed, to the extent required by the Applicable Regulatory Authority and demonstrate the technical capability to exchange information electronically using Uniform Electronic Transactions and to meet the operational time frames which have been defined to support the billing options required.

2.1.1.3 The Supplier should provide adequate advance notice to the Distribution Company if it plans to implement another available, approved billing option. Such option should not become operational until proof of successful data interchange is demonstrated to the satisfaction of both parties and all requirements are met.

2.1.1.4 When making changes to its billing or payment systems that may affect electronic data interchange, the Supplier or Distribution Company making those changes should provide advance notice to the other party prior to implementation.

2.1.1.5 Required metering data that are necessary to fulfill billing responsibilities should be made available to all appropriate party(s) via Uniform Electronic Transactions**.** ***The transfer of meter reading data will be different for each billing option.***

2.1.1.6 The meter reading entity should send usage information to the appropriate party(s) for the selected billing option via Uniform Electronic Transaction within two (2) business days of obtaining the meter reading.

2.1.1.7 Applicable state and local taxes will be calculated, collected, and remitted in accordance with state statutes and local government ordinances.

2.1.1.8 The cancel and re-bill process should be clear and reproducible, and be communicated to all affected parties.

2.1.2 Datasets

In the implementation of the Model Business Practices the data elements referenced below may be considered for transmittal.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
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Use Legend:

M = Mandatory; the data element (information) must be supplied in the transaction.

C = Conditional; the presence of the data element (information) in a field is determined by the presence or lack of data in another field within the transmittal or related data sets.

SO = Sender's Option; the element is optional for the sender to send and, if sent, the receiver should receive and process.

RBC = Regulatory Business Conditional; the data element is based on current variations in business practices as defined by the Applicable Regulatory Authority.

Item #	Business Process Data Element Name	Description	Use: Usage	Condition	Comments and Code Value
1	Beginning Reading (Beg Read)	Value specifying beginning reading for the metering period.	RBC	Send when Meter Number is sent	
2	Billing Final Indicator (Bill Final Ind)	Indicates whether this is a final bill	M		[Yes, No]
3	Billing Party ID (Bill Pty ID)	Billing Party's Entity Common Code Identifier (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
4	Billing Party Name (Bill Pty Name)	Identifies the Billing Party	M		
5	Customer Name (Cust Name)	End Use Customer Name as defined in Billing Party's systems	M		
6	Customer Name Overflow (Cust Name Over)	Additional information used to further identify the Customer, as defined in Billing Party's systems.	SO		
7	Customer Account ID (Cust Acct ID)	Customer Account ID or SDID assigned by the Billing Party	M		
8	Document Due Date	The last date that NBP information will be accepted by the Billing Party for inclusion on the bill	RBC		
9	Ending/Single Reading	The ending reading or single reading for metering period.	RBC	Send when Meter Number is sent	
10	Line Item Charge/Allowance Quantity	Usage	M		
11	Line Item Charge/Allowance Summary Level	Code that defines if the data is summarized by Account, Rate, SDID, Un-metered, or Meter.	M		Account, Rate, SDID, Un-metered, Metered
12	Line Item Charge/Allowance Unit of Measure	Unit of measure for quantity	M		[kW, kWh, therms, ccf, mcf] Only when line item has a measure
13	Measurement Reference ID	Identifies the category to which the measurement applies.	C	Send when Meter Number is sent	Meter reading-beginning / ending actual Meter reading-beginning actual / ending estimated Actual Total Meter reading as billed Meter reading-beginning estimated / ending actual Meter reading-beginning estimated / ending estimated
14	Meter Change Out Date	Used in conjunction with either the	C	Send when Report Type Code	

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

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		Service Period Start Date or the Service Period End Date to indicate when a meter has been replaced.		indicates meter change out proposal date	
15	Meter Multiplier	Represents the number of units that are reflected by one dial or digit increment.	C	Send when Meter Number is sent	
16	Meter Number ID	Serial number identifier of this specific meter (may have multiple meters).	C	Send when Line Item C/A Summary Level is METER	
17	Meter Role	Code that defines the effect of consumption on summarized total.	C	Send when Line Item C/A Summary Level is METER	Subtractive (consumption subtracted from summarized total); Additive (consumption contributed to summarized total - do nothing); Ignore (consumption did not contribute to summarized total - do nothing).
17	Non-Billing Party ID's	NBP Entity Common Code ID (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
18	NBP's Name	Identifies the NBP	M		
19	NBPAccount ID	Customer Account number or SDID assigned by the NBP	RBC	BR: sent if previously received by Non-Billing Party	
20	Number of Dials / Digits	Identify the number of meter dials or digits on the meter	C	Send when Meter Number is sent	Needed to determine usage if meter reading rolls over during the billing period. Number of dials on the meter displayed as the number of dials to the left of the decimal, a decimal point, and number of dials to the right of the decimal.
21	Original Reference Number ID	The unique number assigned to the original document, used only to cancel the original. When a transaction is cancelled, the Original Reference Number is used as a trace number.	C	Send when Purpose code indicates 'Reversal' or 'Cancellation'	
22	Party Calculating Bill	Code that identifies which party calculates the NBPcharges	RBC		[Distribution Company, DUAL, Supplier]
23	Party Sending Bill	Code that identifies which party sends the bill	RBC		[Distribution Company, DUAL, Supplier]
24	Power Factor	Relationship between watts and volt - amperes necessary to supply electric load	C	Send when Meter Number is sent and Service Type is Electric	
25	Primary Metering Indicator	Indicates that the customer has primary metering	RBC	Retail customer is metered at a primary voltage level and is entitled to high voltage discount	[Yes, No]
26	Purpose	Code that defines the reason for sending this information	M		Original, Cancellation, Reversal, Reissue
27	Reference Number ID	Unique number identifying this transaction and created by the originator of this transaction	M		
28	Report Type Code	Code that defines whether usage is being reported or a meter is being changed.	M		Usage or Change-out Proposal Data Meter Change-out when

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

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					Meter Agent Changes - Monthly Usage (tells the receiver that this is a partial usage statement. The billing agent must sum the KJ usage and the DD usage to calculate the bill.)
29	Service Period End Date	Current Meter Reading Date	M		
30	Service Period Start Date	Previous Meter Reading Date	M		
31	Service Type	Code that defines the type of service rendered	M		[Electric, Gas]
32	System Date	Date the transaction was generated	M		
33	Transformer Loss Multiplier	Transformer Loss Multiplier	C	Send when Meter Number is sent and service type = electric	When a customer owns a transformer and the transformer loss is not measured by the meter.
34	Usage Code	Code distinguishes between estimated usage and actual usage	M		Actual or estimated
35	Usage Category	Code that defines what type of usage is reported	M		[Summary/Non-Interval, Summary/Interval, Billed/Interval, Billed/Non-Interval, Unmetered Summary; Meter, ??ERCOT flavors??]
36	Therm Factor	Converts volumetric meter reading data to therm values	RBC		
37	Pressure Correction Factor	Corrects for varying delivery pressures	RBC		

2.1.3 Models

None

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.2 Dual Billing

2.2.1 Model Business Practices

2.2.1.1 The Distribution Company and the Supplier each acts as a Billing Party and should independently produce and render separate bills directly to the Customer in accordance with the requirements set by the Applicable Regulatory Authority.

2.2.1.2 The Customer should make two separate payments; one to the Distribution Company and one to the Supplier.

2.2.1.3 When meter usage is cancelled:

- Usage for all applicable periods should be cancelled by metering period; and
- The usage sent in the cancellation transaction should match the usage sent in the original transaction.

2.2.1.4 When meter usage is restated:

- Usage for all applicable periods should be restated by metering period; and
- Unless there has been a product or rate change, the restated usage transaction should be sent at the same level of detail as the original usage transaction.

2.2.2 Datasets

None

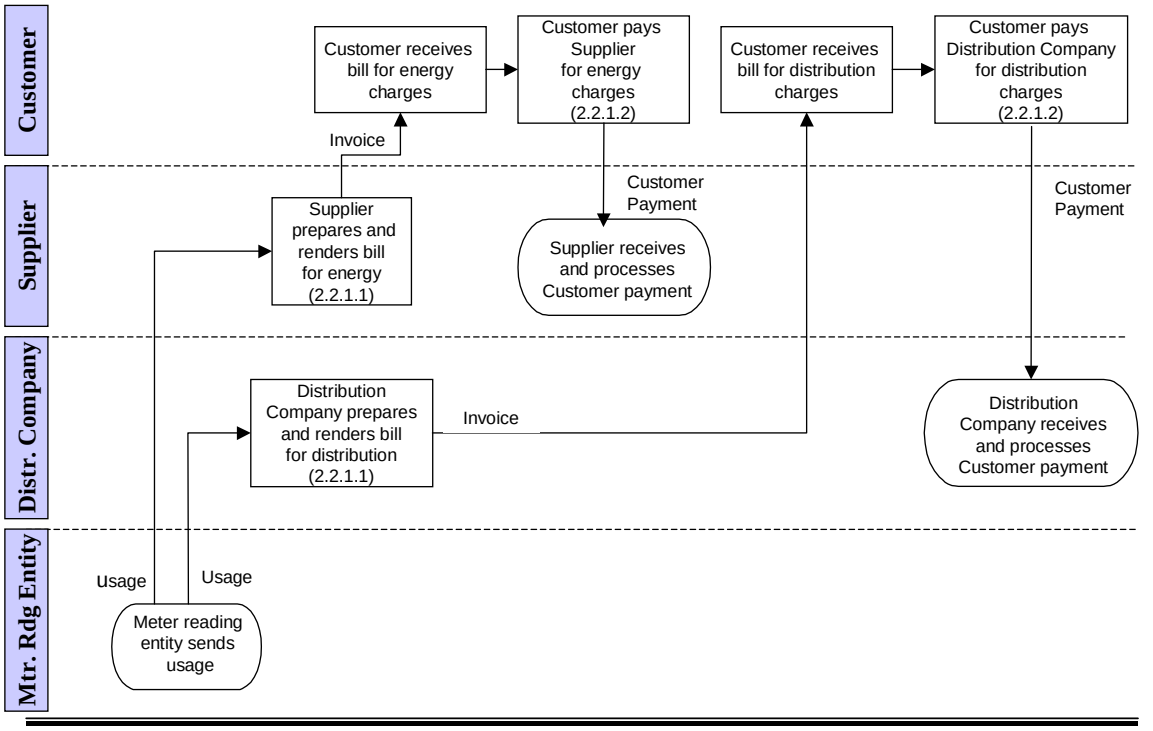
RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.2.3 Models

Dual Billing Process Flows

(Model Business Practices 2.2.1)



RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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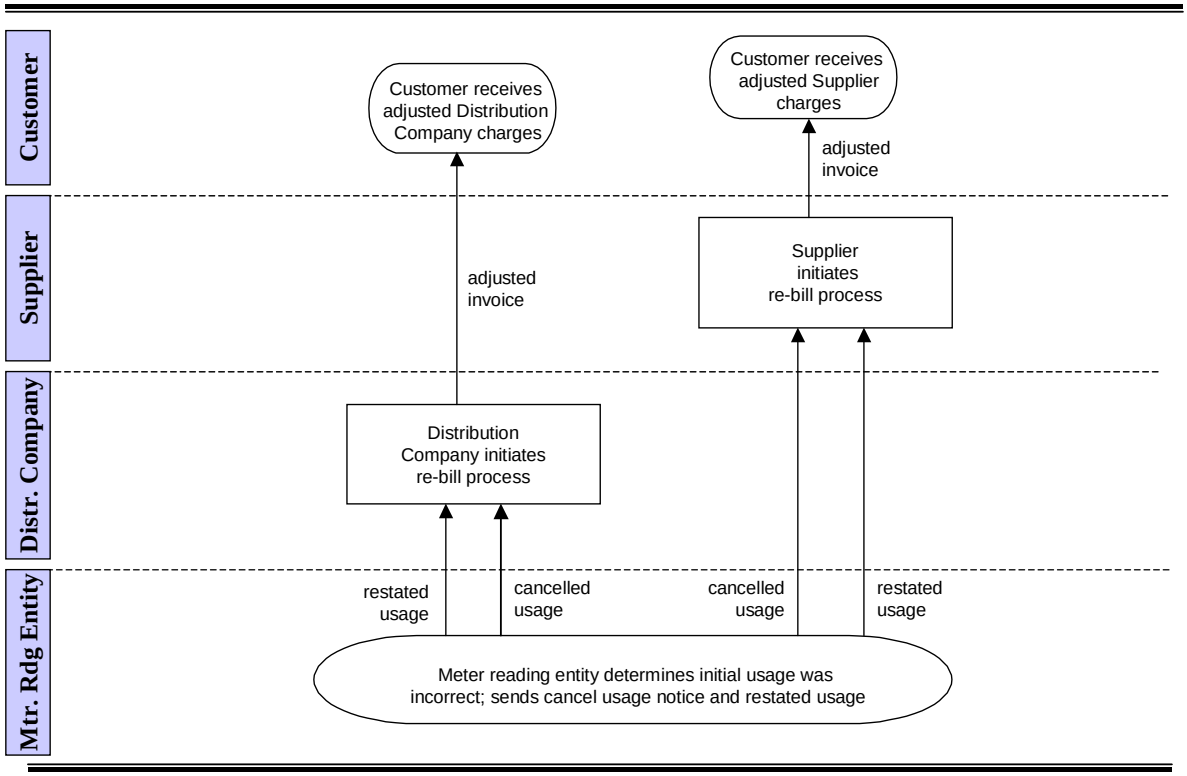
2.2.3 Models continued

Dual Billing Process Flows

Meter Usage Cancellation and Restatement Process
(Model Business Practices 2.2.1.3 & 2.2.1.4)



RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.3 Consolidated Billing - General

2.3.1 Model Business Practices

2.3.1.1 Either the Distribution Company or the Supplier should assume the role of either Billing Party or Non-Billing Party provided that applicable regulatory or legal criteria are met.

2.3.1.2 The Billing Party and Non-Billing Party should execute a Billing Services Agreement. The responsibilities of the parties, performance parameters, financial arrangements and other details associated with payment processing and remittance should be set forth in the Billing Services Agreement.

2.3.1.3 The Billing Party should render a consolidated bill in accordance with the requirements set by the Applicable Regulatory Authority and any agreements set forth in the Billing Services Agreement.

2.3.1.4 When the Supplier is the Billing Party it should be responsible for delivering to Customers bill enclosures or bill messages containing Non-Billing Party related information that is mandated by the Applicable Regulatory Authority.

2.3.1.5 When a consolidated bill is rendered there should be one Customer payment due date.

2.3.1.6 The bill may reflect Non-Billing Party customer payment plan information as set forth in the Billing Services Agreement.

2.3.2 Datasets

None

2.3.3 Models

See attached Outline for Model Billing Services Agreement.

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Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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2.4 Consolidated Billing - Bill Ready Billing

2.4.1 Model Business Practices

2.4.1.1 ***The Non-Billing Party should send the billing information via Uniform Electronic Transaction within three (3) Business Days following the receipt of valid usage data from the meter reading entity.***

2.4.1.2 When the Non-Billing Party files are received, the Billing Party should acknowledge receipt of a file via Uniform Electronic Transaction within one (1) Business Day of receipt of the file.

2.4.1.3 If, upon examination, it is determined that the Non-Billing Party's file cannot be processed then the Billing Party should reject it. Rejection, accompanied by appropriate uniform error code(s), should be communicated via the appropriate Uniform Electronic Transaction within one (1) Business Day of receipt of the file.

2.4.1.4 If the Non-Billing Party's transaction is accepted, the Billing Party should bill the Customer(s) within two (2) Business Days of receipt of such transaction.

2.4.1.5 When the Billing Party is able to process the Non-Billing Party's transactions but is unable to render a significant number of Customer bills within two (2) Business Days of receipt of the Non-Billing Party's charges, the Billing Party should promptly notify the Non-Billing Party.

2.4.1.6 If the Non-Billing Party's transactions are received within the appropriate time frame and a transaction is rejected, then the Billing Party should notify the Non-Billing Party of the rejection accompanied by appropriate uniform error code(s), via Uniform Electronic Transaction within one (1) Business Day of receipt of such transaction. The Non-Billing Party may, if time permits, submit a file containing corrected transactions for inclusion in the current bill.

2.4.1.7 If the Non-Billing Party's transactions are sent to the Billing Party outside the appropriate time frame such that charges could not be included on the bill, then, as specified in the Billing Services Agreement, the Billing Party should do one of the following:

- Reject the transaction and notify the Non-Billing Party within two (2) Business Days via Uniform Electronic Transaction that the charges were not billed. In this scenario, the Non-Billing Party should resubmit its charges in the following billing period in accordance with the time requirements, or

- Hold the transaction for processing on the next bill and notify the Non-Billing Party that charges were received late and will be reflected on the next bill.

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2.4.1.8 If the Billing Party's errors cause the Non-Billing Party's charges to miss the billing window and the bill has been issued, the Billing Party should cancel and reissue the bill as soon as practicable, unless the Billing Party and Non-Billing Party arrange a mutually agreeable alternative bill correction process.

2.4.1.9 When a Bill Ready consolidated bill is to be cancelled:

- Usage for all applicable periods should be cancelled by metering period; and
- The usage sent in the cancellation transaction should match the usage sent in the original transaction.

2.4.1.10 When a cancelled Bill Ready consolidated bill is to be re-billed:

- Usage for all applicable periods should be restated by metering period. Unless there has been a product or rate change, the restated usage transaction should be sent at the same level of detail as the original usage transaction; and
- The Billing Party should receive the Non-Billing Party's restated billing information within two (2) Business Days following the transmission of valid restated usage information.

2.4.1.11 Both the Billing Party and the Non-Billing Party should be responsible for the calculation of their late payment charges, if applicable, unless directed otherwise by the Applicable Regulatory Authority or as specified in the Billing Services Agreement. The Billing Party should be responsible for placing these charges on the bill.

2.4.1.12 When the Non-Billing Party calculates and assesses late payment charges it should send notification of such charges to the Billing Party via Uniform Electronic Transaction.

2.4.2 Datasets

Use Legend:
M = Mandatory; the data element (information) must be supplied in the transaction**.**
C = Conditional; the presence of the data element (information) in a field is determined by the presence or lack of data in another field within the transmittal or related data sets.
SO = Sender's Option; the element is optional for the sender to send and, if sent, the receiver should receive and process.
RBC = Regulatory Business Conditional; the data element is based on current variations in business practices as defined by the Applicable Regulatory Authority.

Item #	Business Process Data Element Name	Description	Use: Inv CB BR	Condition	Comments and Code Value
1	Billing Final Indicator (Bill Final Ind)	Indicates whether this is a final bill	M		[Yes, No]
2	Billing Party ID (Bill Pty ID)	Billing Party's Entity Common Code Identifier (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
3	Billing Party Name (Bill Pty Name)	Identifies the Billing Party	M		
4	Customer Name (Cust Name)	End Use Customer Name as defined in Billing Party's systems	M		
5	Customer Name Overflow	Additional information used to further identify	SO		

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	(Cust Name Over)	the Customer, as defined in Billing Party's systems.			
6	Customer Account ID (Cust Acct ID)	Customer Account ID or SDID assigned by the Billing Party	M		
7	Budget Billing Balance Prior to Current Charges	Budget billing balance prior to current charges	RBC		
8	Budget Billing Indicator (Budg Bill Ind)	Identifies whether or not the Customer is on a budget billing plan	RBC		
9	Budget Billing Information (Budg Bill Info)	Text used to inform customer of difference between budget amounts paid and accrued amount outstanding	RBC		
10	Line Item Charge/Allowance Amount	Dollar amount (credit or debit) for the charge.	M		
12	Line Item Charge/Allowance Category	Code for the class of charge	M		[Adjustment, Budget, Late Payment, Miscellaneous, Payment Plan Charge] plus other governing standards codes; see UIG and governing documents for codes
13	Line Item Charge/Allowance Description	Text description for Line Item Charge/Allowance that will print on the customer's bill	RBC		kW, kWh, therms, ccf, mcf, late payment charge, non-energy charge
14	Line Item Charge/Allowance Credit/Debit Code	Code that defines if Line Item Charge/ Allowance is an allowance (credit), charge (debit) or no charge to the customer	M		Allowance, Charge, No Charge
15	Line Item Charge/Allowance Quantity	Usage	RBC		
16	Line Item Charge/Allowance Summary Level	Code that defines if the data is summarized by Account, Rate, SDID, Un-metered, or Meter.	M		Account, Rate, SDID, Un-metered, Metered
17	Line Item Charge/Allowance Unit of Measure	Unit of measure for quantity	RBC		[kW, kWh, therms, ccf, mcf] Only when line item has a measure
18	NBP Balance, as of Last Billing	Amount due on the previous bill	RBC		
19	NBP Balance, Prior to Current Charges	Also known as NBP Arrears	RBC		
20	NBP Rate Class	NBP Rate Class in SRBO markets	RBC		
21	NBP Rate Code	Code that identifies how to calculate NBP charges in SRBO markets	RBC		
22	NBP Rate Subclass	NBP Rate Subclass in SRBO markets	RBC		
23	Non-Billing Party ID's	NBP Entity Common Code ID (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
24	NBP's Name	Identifies the NBP	M		
25	NBPAccount ID	Customer Account number or SDID assigned by the NBP	RBC		
26	Original Reference Number ID	The unique number assigned to the original document, used only to cancel the original. When a transaction is cancelled, the Original Reference Number is used as a trace number.	C	Send when Purpose is 'Reversal' or 'Cancellation'	
27	Party Calculating Bill	Code that identifies which party calculates the NBPcharges	RBC		[Distribution Company, DUAL, Supplier]

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28	Party Sending Bill	Code that identifies which party sends the bill	RBC		[Distribution Company, DUAL, Supplier]
29	Purpose	Code that defines the reason for sending this information	M		Original, Cancellation, Reversal, Reissue
30	Reference Number ID	Unique number identifying this transaction and created by the originator of this transaction	M		
31	Service address	Customer's service address that may not be the Customer's Mailing Address	RBC		
32	Service Period End Date	Current Meter Reading Date	M		
33	Service Period Start Date	Previous Meter Reading Date	M		
34	Service Type	Code that defines the type of service rendered	M		[Electric, Gas]
35	System Date	Date the transaction was generated	M		
36	Taxes	A taxable amount transmitted to the non-taxing Party	RBC		
37	Text message by the NBP's	A text message the NBP wants to appear on the customer's bill	RBC		
38	Total NBP's Current Charge	Total NBP's Current Charge	M		
39	Usage Cross Reference Number ID	The cross-reference number originally transmitted with the usage information	M		
40	Usage Code	Code distinguishes between estimated usage and actual usage	M		Actual or estimated

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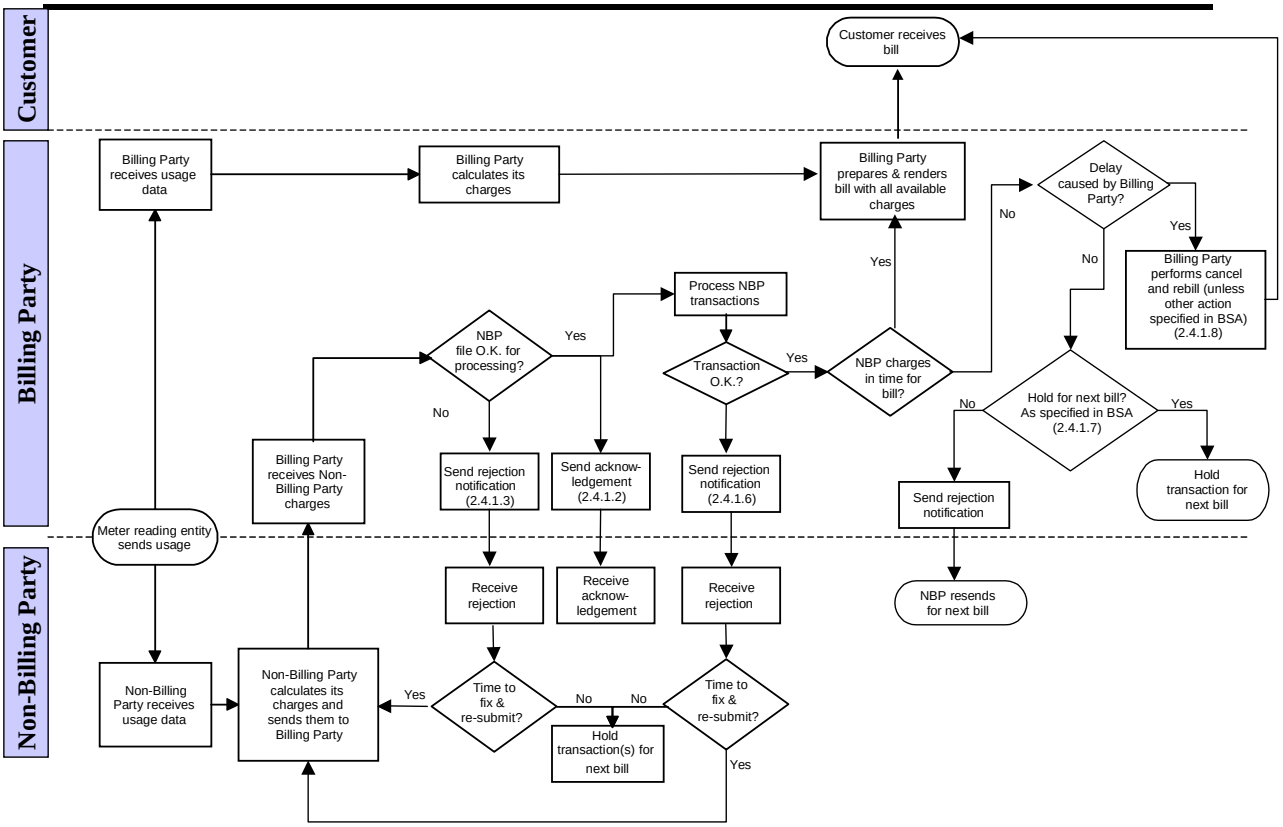
2.4.3 Models

Consolidated Billing - Bill Ready Process Flows

(Model Business Practices 2.4.1)



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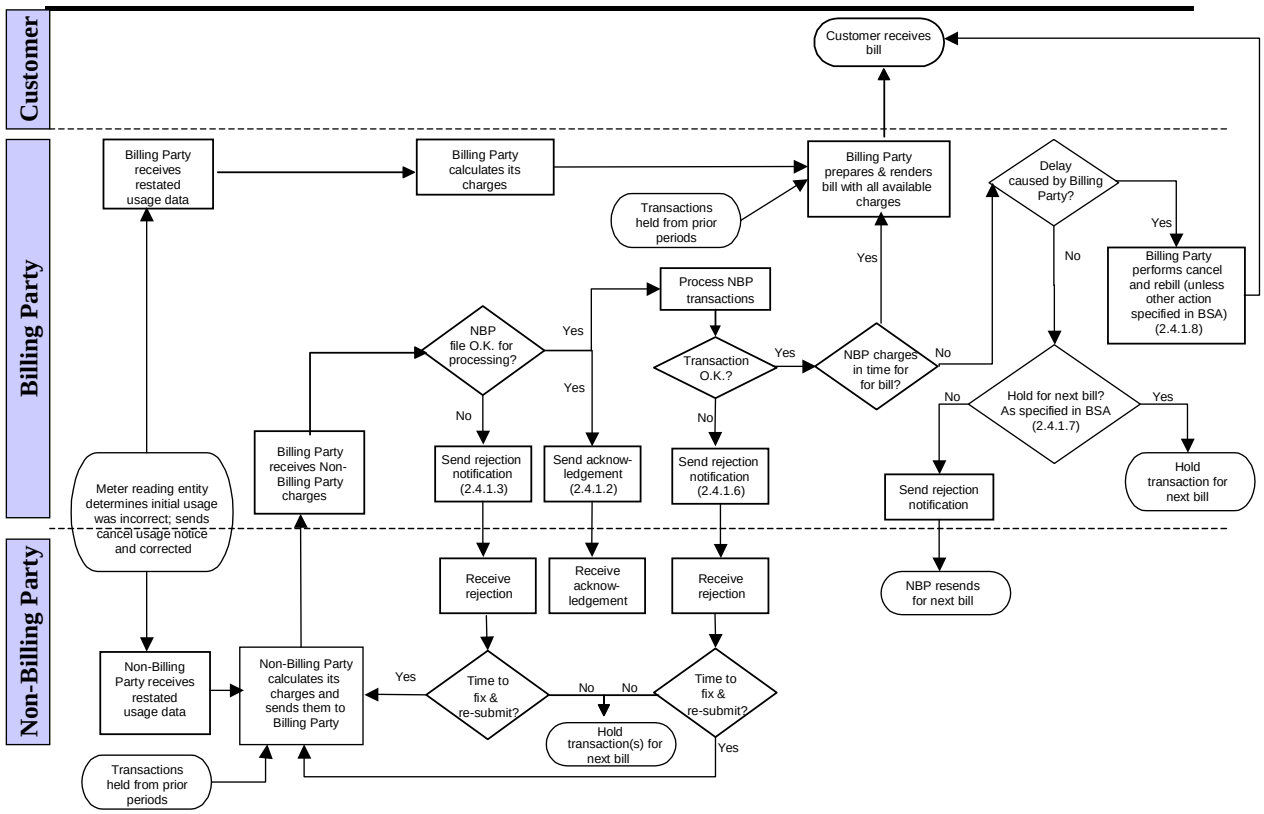
2.4.3 Models continued

Consolidated Billing - Bill Ready Process Flows

Meter Usage Cancellation and Re-bill Process

(Model Business Practices 2.4.1)



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Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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2.5 Consolidated Billing - Rate Ready Billing

2.5.1 Model Business Practices

2.5.1.1 At least thirty (30) calendar days prior to using a new Rate Code, or as otherwise provided in the Billing Services Agreement, the Non-Billing Party should provide to the Billing Party information needed to establish the new Rate Code.

2.5.1.2 Where the Billing Party's system can accommodate a price change to an existing Rate Code the Non-Billing Party should provide the new price and the requested effective date to the Billing Party at least ten (10) Business Days prior to the next billing date, or a lesser period of time as provided in the Billing Services Agreement, to allow sufficient time for the Billing Party to implement the change.

2.5.1.3 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 indicating the amount so billed for each Customer account. This transaction may also include usage.

2.5.1.4 When a Rate Ready consolidated bill is to be cancelled:

- Usage for all applicable periods should be cancelled by metering period; and
- The usage sent in the cancellation transaction should match the usage sent in the original transaction.

2.5.1.5 When a cancelled Rate Ready consolidated bill is to be re-billed:

- Usage for all applicable periods should be restated by metering period. Unless there has been a product or rate change, the restated usage transaction should be sent at the same level of detail as the original usage transaction;

- The Billing Party should re-bill the Customer by applying the proper usage and proper Billing and Non-Billing Party Rate Code(s) as necessary to correct the previously rendered bill; and

- After the cancel/re-bill event has taken place, the Billing Party should transmit notice of restated usage and the credit, debit, or the net amount, to the Non-Billing Party so that the accounts receivable of the Customer will be properly stated.

2.5.1.6 The Billing Party should calculate late payment charges on behalf of the Non-Billing Party, if applicable, using the same methodology used to calculate its own late payment charges, unless directed otherwise by the Applicable Regulatory Authority or as specified in the Billing Services Agreement. The Billing Party should be responsible for placing these charges on the bill.

2.5.2 Datasets

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Use Legend:

M = Mandatory; the data element (information) must be supplied in the transaction**.**

C = Conditional; the presence of the data element (information) in a field is determined by the presence or lack of data in another field within the transmittal or related data sets.

SO = Sender's Option; the element is optional for the sender to send and, if sent, the receiver should receive and process.

RBC = Regulatory Business Conditional; the data element is based on current variations in business practices as defined by the Applicable Regulatory Authority.

Item #	Business Process Data Element Name	Description	Use: Invoice CB RR	Condition	Comments and Code Value
1	Billing Cycle (Bill Cycle)	Cycle number (1-99) on which the bill will be rendered.	RBC		
2	Billing Final Indicator (Bill Final Ind)	Indicates whether this is a final bill	M		[Yes, No]
3	Billing Party ID (Bill Pty ID)	Billing Party's Entity Common Code Identifier (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
4	Billing Party Name (Bill Pty Name)	Identifies the Billing Party	M		
5	Customer Name (Cust Name)	End Use Customer Name as defined in Billing Party's systems	M		
6	Customer Name Overflow (Cust Name Over)	Additional information used to further identify the Customer, as defined in Billing Party's systems.	SO		
7	Customer Account ID (Cust Acct ID)	Customer Account ID or SDID assigned by the Billing Party	M		
8	Budget Billing Balance Prior to Current Charges	Budget billing balance prior to current charges	RBC		See governing documents (See IL for CBBR, VA for CBRR)
9	Budget Billing Indicator (Budg Bill Ind)	Identifies whether or not the Customer is on a budget billing plan	RBC		See governing documents (See IL for CBBR, VA for CBRR) [Yes, No] RGQ: Yes, [void]
10	Date Bill Issued to Customer	Date the Customer bill was issued	M		
11	Invoice Due Date	Customer payment due date	M		
12	Line Item Charge/Allowance Amount	Dollar amount (credit or debit) for the charge.	M		
13	Line Item Charge/Allowance Category	Code for the class of charge	M		[Adjustment, Budget, Late Payment, Miscellaneous, Payment Plan Charge] plus other governing standards codes; see UIG and governing documents for codes
14	Line Item Charge/Allowance Credit/Debit Code	Code that defines if Line Item Charge/ Allowance is an allowance (credit), charge (debit) or no charge to the customer	M		Allowance, Charge, No Charge
15	Line Item Charge/Allowance Quantity	Usage	RBC		
16	Line Item	NBP rate identifier	RBC		Useful in RR as confirmation of

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	Charge/Allowance Rate ID				proper NBP rate.
17	Line Item Charge/Allowance Summary Level	Code that defines if the data is summarized by Account, Rate, SDID, Un-metered, or Meter.	M		Account, Rate, SDID, Un-metered, Metered
18	Line Item Charge/Allowance Unit of Measure	Unit of measure for quantity	RBC		[kW, kWh, therms, ccf, mcf] Only when line item has a measure
19	NBP Balance, as of Last Billing	Amount due on the previous bill	RBC		
20	NBP Balance, Prior to Current Charges	Also known as NBP Arrears	RBC		
21	Non-Billing Party ID's	NBP Entity Common Code ID (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
22	NBP's Name	Identifies the NBP	M		
23	NBPAccount ID	Customer Account number or SDID assigned by the NBP	RBC		
24	Original Reference Number ID	The unique number assigned to the original document, used only to cancel the original. When a transaction is cancelled, the Original Reference Number is used as a trace number.	C	Send when Purpose is 'Reversal' or 'Cancellation'	
25	Purpose	Code that defines the reason for sending this information	M		Original, Cancellation, Reversal, Reissue
26	Reference Number ID	Unique number identifying this transaction and created by the originator of this transaction	M		
27	Service Period End Date	Current Meter Reading Date	M		
28	Service Period Start Date	Previous Meter Reading Date	M		
29	Service Type	Code that defines the type of service rendered	M		[Electric, Gas]
30	System Date	Date the transaction was generated	M		
31	Taxes	A taxable amount transmitted to the non-taxing Party	RBC		
32	Total Budget Balance	Total Budget Balance	RBC		
33	Total NBP's Account Balance	Total NBP's Account Balance	M		
34	Total NBP's Current Charge	Total NBP's Current Charge	M		
35	Usage Cross Reference Number ID	The cross-reference number originally transmitted with the usage information	RBC		
36	Usage Code	Code distinguishes between estimated usage and actual usage	RBC		Actual or estimated

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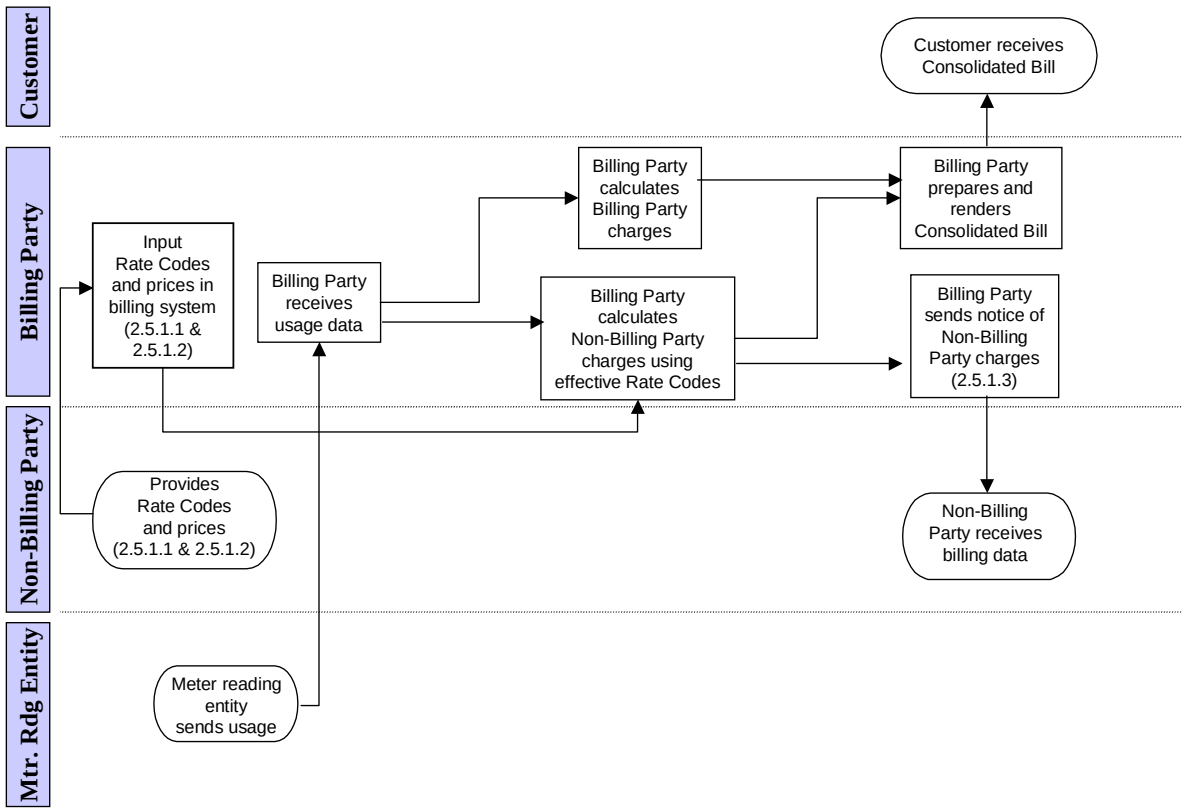
2.5.3 Models

Consolidated Billing - Rate Ready Process Flows

(Model Business Practices 2.5.1)



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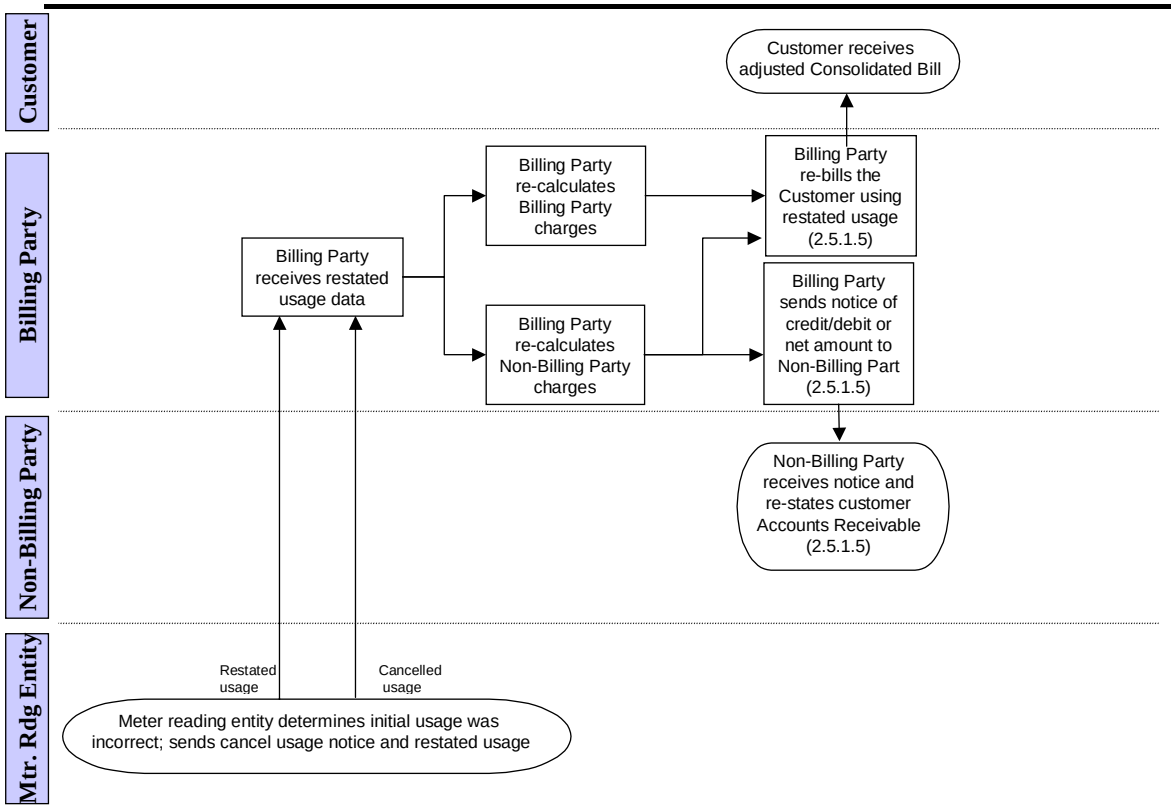
2.5.1 Models continued

Consolidated Billing - Rate Ready Process Flows

Meter Usage Cancellation and Re-bill Process
(Model Business Practices 2.5.1)



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2.6 Single Retail Supplier Billing

2.6.1 Model Business Practices

2.6.1.1 The Supplier should render its bill in accordance with the requirements set by the Applicable Regulatory Authority.

2.6.1.2 When meter usage is cancelled:

- Usage for all applicable periods should be cancelled by metering period; and
- The usage sent in the cancellation transaction should match the usage sent in the original transaction.

2.6.1.3 When meter usage is restated:

- Usage for all applicable periods should be restated by metering period; and
- Unless there has been a product or rate change, the restated usage transaction should be sent at the same level of detail as the original usage transaction.

2.6.1.4 If the Supplier does not receive actual meter reading data on a timely basis, the Supplier may issue a bill based on an estimated reading.

2.6.1.5 After the meter(s) is read or the usage is otherwise determined, the Distribution Company should render an invoice that separately identifies the delivery system charges and billing determinants for each Service Delivery Point or Customer account served by the Supplier. Invoices should be transmitted via Uniform Electronic Transaction.

2.6.1.6 Distribution Company invoices are subject to adjustment due to estimated reads or errors including, but not limited to, arithmetic errors, computational errors, and meter reading errors. The Distribution Company should cancel and re-bill the original invoice that was incorrect.

2.6.1.7 Having assumed the obligation to pay the Distribution Company within the acceptable time frame for amounts owed the Distribution Company, the Supplier should have the flexibility to change billing and payment practices subject only to applicable laws, regulatory requirements, or as otherwise allowed in any agreement between the parties regarding terms and conditions for energy delivery.

2.6.1.8 The Supplier may elect either to accept charges other than usage-based charges or to have the Distribution Company bill those charges directly to the Customer.

2.6.2 Datasets

See dataset for Rate Ready Billing Option Model

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Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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2.6.3 Models

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Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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2.7 Payment Processing – Consolidated Billing – General

2.7.1 Model Business Practices

2.7.1.1 If the Non-Billing Party does not receive payment for undisputed charges from the Billing Party within the appropriate time frame, then the Non-Billing Party should send notification to the Billing Party of the interest and/or fees, if any, applicable to the un-remitted amount. Such notification should be sent via Uniform Electronic Transaction and in accordance with the terms and conditions of the Billing Services Agreement or pursuant to the requirements of the Applicable Regulatory Authority. Remittance of interest and/or fees, if any, should be made by electronic means to a financial institution designated by the Non-Billing Party.

2.7.1.2 The Billing Party, upon placing the Non-Billing Party's charges In Dispute, should, within one (1) Business Day, notify the Non-Billing Party of the subject and amount In Dispute, in a manner specified in the Billing Services Agreement.

2.7.1.3 The Non-Billing Party, upon placing its charges In Dispute, should, within one (1) Business Day, notify the Billing Party of the subject and amount In Dispute, in a manner specified in the Billing Services Agreement.

2.7.1.4 Once a dispute is resolved and the charges are no longer In Dispute, the party resolving the dispute should notify the other party of the resolution, in a manner specified in the Billing Services Agreement.

2.7.1.5 Where charges have been placed In Dispute, payments should be applied against charges that are not In Dispute first unless otherwise directed by the Applicable Regulatory Authority.

2.7.1.6 When there is a change in Billing Party, the Non-Billing Party's balance should not be transferred to the new Billing Party unless mutually agreed upon by all of the affected Billing Parties and Non-Billing Parties.

2.7.1.7 If a Customer enters into a multi-month payment arrangement for all or a portion of the bill, it is the responsibility of the party entering into such agreement with the Customer to maintain proper accounting for such transaction. Neither the Billing Party nor the Non-Billing Party should enter into such an agreement for amounts owed to the other party, unless otherwise directed by the Applicable Regulatory Authority or specified in the Billing Services Agreement.

2.7.2 Datasets

Use Legend:
M = Mandatory; the data element (information) must be supplied in the transaction.
C = Conditional; the presence of the data element (information) in a field is determined by the presence or lack of data in another field within the transmittal or related data sets.
SO = Sender's Option; the element is optional for the sender to send and, if sent, the receiver should receive and process.
RBC = Regulatory Business Conditional; the data element is based on current variations in business practices as defined by the Applicable Regulatory Authority.

Item #	Business Process Data Element Name	Description	Use: Payment	Condition	Comments and Code Value
1	Billing Party ID	Billing Party's Entity Common	M		

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	(Bill Pty ID)	Code Identifier (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)			
2	Billing Party Name (Bill Pty Name)	Identifies the Billing Party	M		
3	Customer Account ID (Cust Acct ID)	Customer Account ID or SDID assigned by the Billing Party	M		
4	Credit/Debit Indicator	Code that indicates whether the amount is positive or negative	M		
5	Customer Payment Posting Date	The date the customer's payment was posted	M		
6	Discount Amount	The amount of discount the Billing Party is entitled when assuming receivables	RBC		See 2.8
7	Funds Transfer Date	The date the Billing Party intends for the transaction to be settled	M		
8	Monetary Amount	The positive dollar amount being sent to the NBP. This amount should sum to the individual amounts in detail.	M		
9	Money Collected	Payments / Credits applied (+/-)	M		
10	Non-Billing Party ID's	NBP Entity Common Code ID (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
11	NBP's Name	Identifies the NBP	M		
12	NBPAccount ID	Customer Account number or SDID assigned by the NBP	RBC		
13	Payment Adjustment Type	A code to indicate the type of payment or adjustment	M		[Adjustment, Payment on Account]
14	Payment Format Code	Code that defines the payment format to be used	M		CTX; CCP; PRBC
15	Payment Method Code	Code that defines the method for transmitting the payment	M		ACH or Check
16	Purpose	Code that defines the reason for sending this information	M		Original, Cancellation, Reversal, Reissue
17	Reference Number ID	Unique number identifying this transaction and created by the originator of this transaction	M		
18	Service Type	Code that defines the type of service rendered	M		[Electric, Gas]
19	System Date	Date the transaction was generated	M		

2.7.3 Models

None

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.8 Payment Processing – Consolidated Billing – Assumption of Receivables

2.8.1 Model Business Practices

2.8.1.1 The Billing Services Agreement should specify any level of uncollectible revenues to be reflected in the amount due to the Non-Billing Party.

2.8.1.2 The Billing Services Agreement should specify any creditworthiness criteria that the Non-Billing Party's Customers would have to satisfy to be eligible for a consolidated bill.

2.8.1.3 On or before the date the payment is due to the Non-Billing Party, the Billing Party should send a Uniform Electronic Transaction notifying the Non-Billing Party of account-specific payments to be made. By mutual agreement, the Billing Party may send account-specific information along with the remittance of funds in an electronic certification to the bank in lieu of, or in addition to, direct notification to the Non-Billing Party.

2.8.1.4 The Billing Party forwards payment for all undisputed charges to the Non-Billing Party within five (5) Business Days of the due date stated on the Customer's bill or as specified in the Billing Services Agreement.

2.8.1.5 The Billing Party remittance of funds should be made by electronic means to a bank designated by the Non-Billing Party.

2.8.1.6 In the circumstance where the Distribution Company is the Billing Party, it can reject an enrollment transaction that specifies Consolidated Billing if the Customer does not satisfy the creditworthiness criteria specified in the appropriate Governing Documents. The ability to reject an enrollment transaction may be subject to the requirements of the Applicable Regulatory Authority. If the enrollment is rejected for these reasons, the Non-Billing Party may resubmit the enrollment transaction and specify Dual Billing.

2.8.1.7 When the Distribution Company is the Billing Party it may initiate conversion of a Customer to Dual Billing or to the applicable regulated energy supply service, in accordance with the Billing Services Agreement and the requirements of the Applicable Regulatory Authority, when a threshold of overdue payments or delinquencies is reached. The following practices should be used:

- Prior to conversion, the Billing Party may notify the Non-Billing Party of the status of overdue payments or delinquencies; and
- In addition to any notice that may be required to be sent to the Customer, the Billing Party should notify the Non-Billing Party, via Uniform Electronic Transaction, of the effective date of the conversion.

2.8.1.8 Return of the Customer to Consolidated Billing should be at the discretion of the Billing Party and subject to the creditworthiness criteria set forth in the Billing Services Agreement.

2.8.1.9 When Non-Billing Party charges are placed In Dispute under the Assumption of Receivables payment processing method:

- The Billing Party should withhold payment to the Non-Billing Party of the amount In Dispute; or

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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- If the Billing Party has made payment of the disputed charges, the Billing Party should initiate a Uniform Electronic Transaction to reverse the payment of the disputed charges. The process for addressing negative transactions resulting from the reversal of payments of disputed charges should be specified in the BSA.

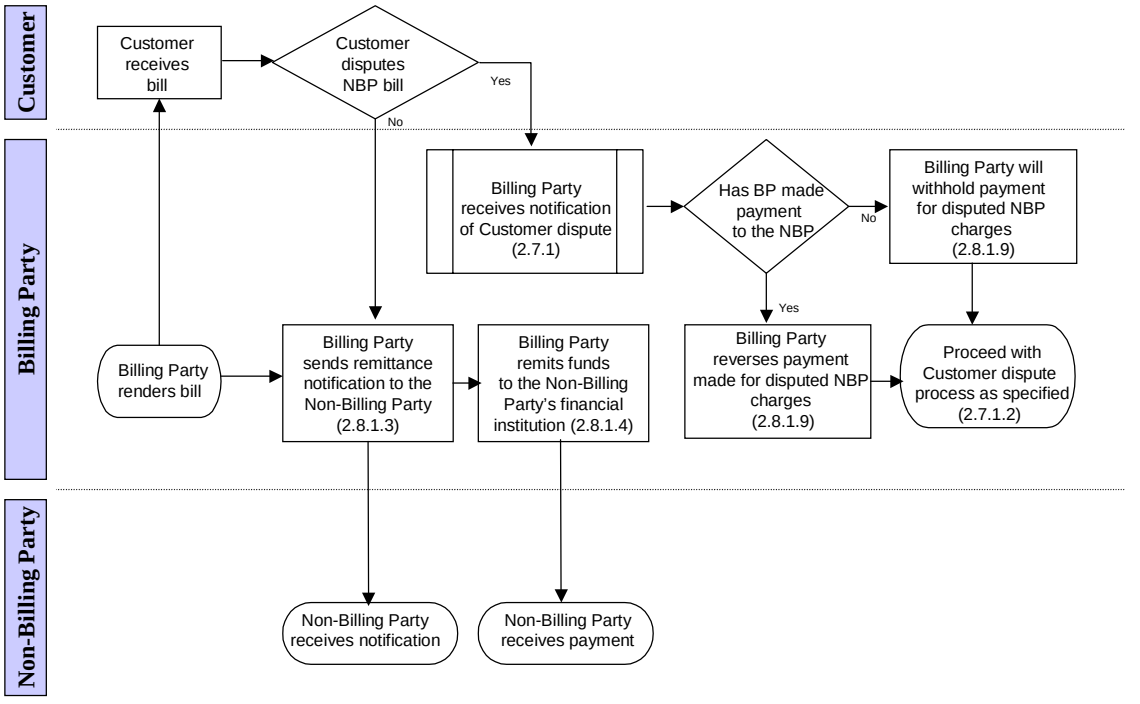
2.8.2 Datasets

See 2.7.2

2.8.3 Models

Consolidated Billing – Payment Processing Assumption of Receivables Process Flow

(Model Business Practices 2.8)



RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.9 Payment Processing – Consolidated Billing – Pay as You Get Paid

2.9.1 Model Business Practices

2.9.1.1 Each Business Day the Billing Party should process and post funds received.

2.9.1.2 The Billing Party should process payments in accordance with a predetermined payment posting order as established by the Applicable Regulatory Authority or as agreed to in the Billing Services Agreement.

2.9.1.3 Within one (1) Business Day after posting a payment to the Customer's account, the Billing Party should send a Uniform Electronic Transaction notifying the Non-Billing Party of account-specific payments due to be remitted to the Non-Billing Party.

2.9.1.4 The Billing Party should remit to the Non-Billing Party funds associated with Customer payments posted for all undisputed Non-Billing Party charges within two (2) Business Days or as specified within the rules established by the Applicable Regulatory Authority or as agreed to in the Billing Services Agreement. Remittance of funds should be made by electronic means to a financial institution designated by the Non-Billing Party. By mutual agreement between the parties, the Billing Party may send account-specific information with the remittance of funds in an electronic transaction to the financial institution in lieu of, or in addition to, direct notification to the Non-Billing Party.

2.9.1.5 When a Customer's payment that was previously transmitted to the Non-Billing Party is reversed or adjusted by the Billing Party, the Billing Party should adjust the Customer's account accordingly and send notification of the adjustment to the Non-Billing Party via Uniform Electronic Transaction within one (1) Business Day.

2.9.1.6 The Billing Party should maintain a current and past due balance for each active account of the Non-Billing Party.

2.9.1.7 The Billing Party should carry forward any inactive Non-Billing Party arrears on a bill, consistent with requirements of the Applicable Regulatory Authority, or as outlined in the Billing Services Agreement. If amounts remain unpaid, the Billing Party should forward a Uniform Electronic Transaction to the Non-Billing Party to return any outstanding arrears as specified in the Billing Services Agreement or as required by the Applicable Regulatory Authority.

2.9.2 Datasets

See 2.7.2

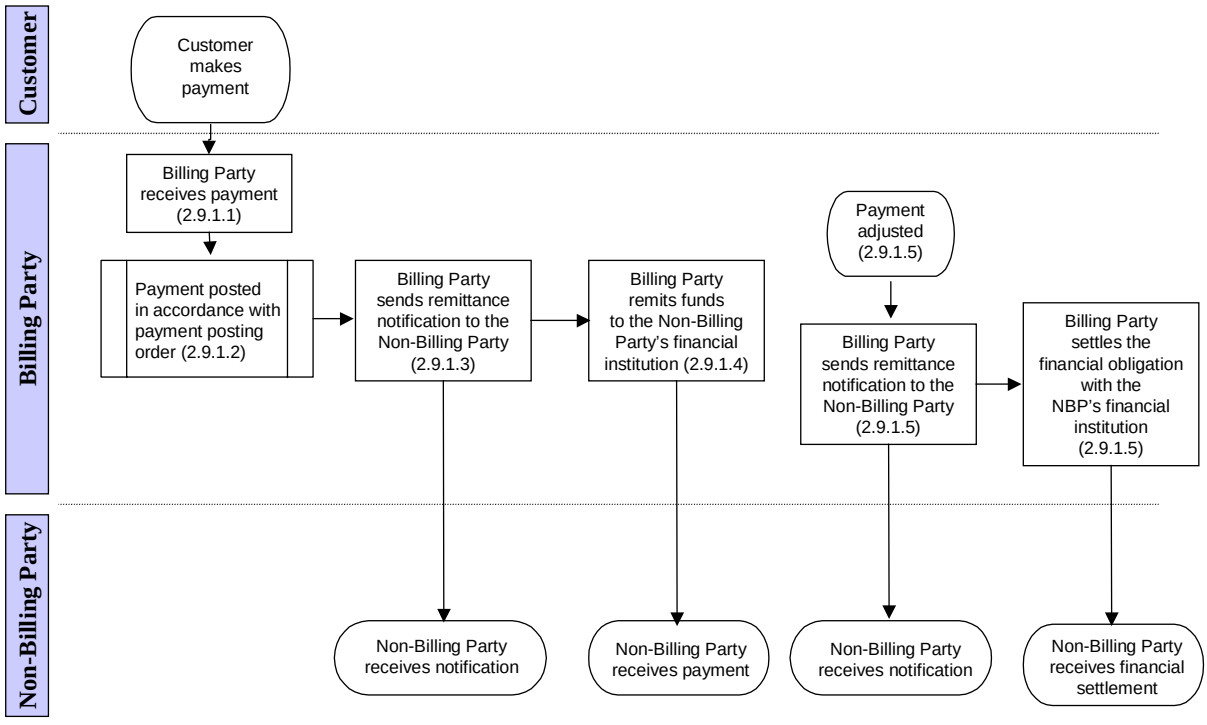
RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.9.3 Models

Consolidated Billing – Payment Process Pay As You Get Paid Process Flows

(Model Business Practices 2.9.1)



RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.10 Payment Processing – Single Retail Supplier Billing

2.10.1 Model Business Practices

2.10.1.1 On or before the date the payment is due to the Distribution Company, the Supplier should send a Uniform Electronic Transaction notifying the Distribution Company of account-specific payments to be made. By mutual agreement, the Supplier may send account-specific information along with the remittance of funds in an electronic certification to the bank in lieu of, or in addition to, direct notification to the Distribution Company.

2.10.1.2 The Supplier remittance of funds should be made by electronic means to a bank designated by the Distribution Company.

2.10.1.3 If the Distribution Company does not receive payment for undisputed charges from the Supplier within the appropriate time frame, then the Distribution Company should send notification to the Supplier of the interest and/or fees, if any, applicable to the un-remitted amount. Such notification should be sent via Uniform Electronic Transaction and in accordance with the terms and conditions of the Billing Services Agreement or pursuant to the requirements of the Applicable Regulatory Authority. Remittance of interest and/or fees, if any, should be made by electronic means to a financial institution designated by the Distribution Company.

2.10.1.4 When there is a change in Supplier, the Customer's balance should not be transferred to the new Supplier.

2.10.2 Datasets

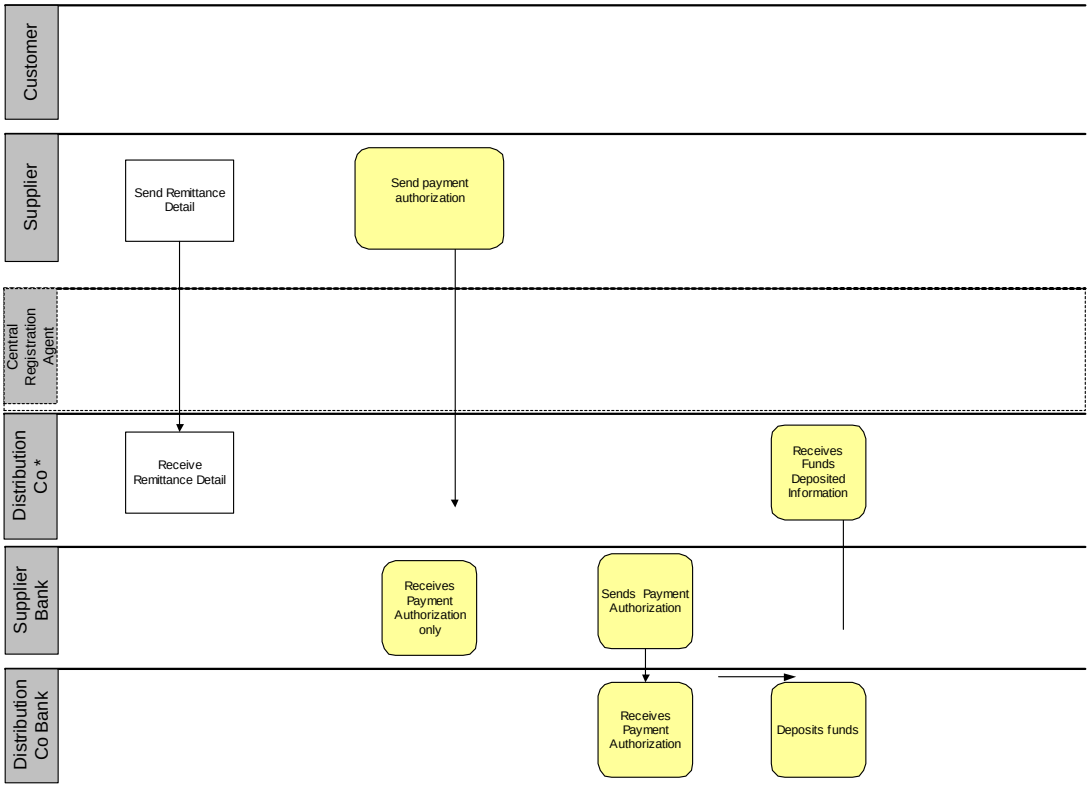
See 2.7.2

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.10.3 Models

Single Retail Supplier Billing - Remittance from Supplier and Payment from Bank



RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

2.11 Write-off process

2.11.1 Model Business Practices

2.11.1.1 The Billing Party should attempt to collect the Non-Billing Party's charges for a period of ninety days (60) or two (2) billing cycles following the issuance of a Final Bill.

2.11.1.2 After failing to collect the Non-Billing Party's charges, the Billing Party should notify the Non-Billing Party via Uniform Electronic Transaction that it is ceasing collection attempts and indicate the amount that has not been collected.

2.11.2 Datasets

Use Legend:
M = Mandatory; the data element (information) must be supplied in the transaction**.**
C = Conditional; the presence of the data element (information) in a field is determined by the presence or lack of data in another field within the transmittal or related data sets.
SO = Sender's Option; the element is optional for the sender to send and, if sent, the receiver should receive and process.
RBC = Regulatory Business Conditional; the data element is based on current variations in business practices as defined by the Applicable Regulatory Authority.

Item #	Business Process Data Element Name	Description	Use: Write-Off	Condition	Comments and Code Value
1	Balance Returned (Bal Ret)	Amount (+/-) written off by Billing Party	M		
2	Billing Party ID (Bill Pty ID)	Billing Party's Entity Common Code Identifier (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
3	Billing Party Name (Bill Pty Name)	Identifies the Billing Party	M		See governing documents
4	Customer Account ID (Cust Acct ID)	Customer Account ID or SDID assigned by the Billing Party	M		
5	Non-Billing Party ID's	NBP Entity Common Code ID (DUNS Number or DUNS+4 Number or other mutually-agreed upon number)	M		
6	NBP's Name	Identifies the NBP	M		
7	NBPAccount ID	Customer Account number or SDID assigned by the NBP	RBC	BR: sent if previously received by Non-Billing Party	
8	Purpose	Code that defines the reason for sending this information	M		Original, Cancellation, Reversal, Reissue
9	Reference Number ID	Unique number identifying this transaction and created by the originator of this transaction	M		
10	Service Type	Code that defines the type of service rendered	M		[Electric, Gas]
11	System Date	Date the transaction was generated	M		

2.11.3 Models

None

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

Outline for Model

Billing Services Agreement
For Consolidated Billing

This Billing Services Agreement outline provides market participants with a framework from which to create a jurisdiction specific agreement based on structure, rules and Governing Documents of the jurisdiction. This outline is not intended to be a formal, legal document that dictates the terms and conditions of the contractual relationship between the Distribution Company and the Supplier where one is the Billing Party and the other is the Non-Billing Party. Terms of the executed Billing Services Agreement will be legally binding on the parties and will reflect the structure of a particular retail market.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

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BILLING SERVICES AGREEMENT OUTLINE

PREFACE

General description of the Billing Services Agreement.

Scope and relationships with other Governing Documents.

Identification of the parties to the Billing Services Agreement.

Effective date and term of the Billing Services Agreement.

Conditions precedent to the execution of the Billing Services Agreement (e.g. data exchange protocols, licensing, creditworthiness, and billing system capability).

KEY COMPONENTS

Identification of Billing Party [Supplier or Distribution Company].

Identification of the Consolidated Billing option(s) [Bill Ready and / or Rate Ready].

Type of payment processing option(s) selected by the Billing Party [Assumption of Receivables or Pay As You Get Paid].

Definition of terms used in the Billing Services Agreement.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

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BILLING OBLIGATIONS AND OPTIONS

Specify relevant responsibilities, terms and conditions between the parties for the Consolidated Billing option(s) selected including: performance parameters, financial arrangements, and other details (e.g. bill format, bill insert requirements, timing for receiving Non-Billing Party charges, lead time for price changes, responsibility for calculating late payment charges, fees for billing services, accuracy of Non-Billing Party charges).

Specify any creditworthiness criteria that the Non-Billing Party's Customers would have to satisfy to be eligible for Consolidated Billing.

Specify responsibilities for non-standard billing arrangements to be provided to the Non-Billing Party by the Billing Party for selected Customers (e.g., issue bills on non-standard cycle, non-standard pricing).

Specify responsibilities for non-energy charges (e.g., billing for energy management services).

Specify responsibilities for billing features that affect both parties (e.g., budget billing).

Specify responsibilities for the usage cancellation or re-statement process.

Specify responsibilities for the bill cancellation and re-bill process.

PAYMENT OBLIGATIONS AND OPTIONS

Specify responsibilities, terms and conditions for payments due to the Non-Billing Party from the Billing Party related to their Consolidated Billing of Customers, including performance parameters, financial arrangements, creditworthiness, notification of Customer bills In Dispute, and other details (e.g., method of payment, timing of payment, payment advice timing, payment posting order).

Specify responsibilities, terms and conditions for payments due to the Billing Party from the Non-Billing Party related to their Consolidated Billing of Customers including fees for billing services (e.g., method of payment, timing of payment, charges for late payments).

Specify the level of discount (to include uncollectibles, arrearages, and the time value of money, etc.) to be reflected in the amount due for Assumption of Receivables method, if applicable.

Specify the conditions to change the level of uncollectibles to be reflected in the amount due for Assumption of Receivables method, is applicable.

Specify responsibilities, terms and conditions when the Billing Party provides payment arrangements to a Customer on behalf of the Non-Billing Party (e.g., terms for payment by the Customers in arrears).

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
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COLLECTION OBLIGATIONS AND OPTIONS

Specify activities related to the collection actions to be taken by each party (e.g., collection of late payment charges, Customer notification).

Specify responsibilities, terms and conditions for the Billing Party to carry forward arrears on a Customer's account no longer served by the Non-Billing Party (e.g., Billing Party will carry charges for the Non-Billing Party on the bill for a specified period of time, returning outstanding arrears to the Non-Billing Party).

Specify the threshold for overdue payments and identified delinquencies that can result in the conversion of a Customer to Dual Billing or to regulated energy supply service (e.g., timing of conversion).

Specify the terms and conditions a customer must satisfy to be eligible for return to Consolidated Billing.

When the Distribution Company is not the Billing Party, specify the responsibilities, terms and conditions for providing the Distribution Company with access to real-time Billing Party payment information for specific Customer accounts in order for the Distribution Company to take appropriate collection action.

Identify special handling arrangements for collection of funds for specific Customer accounts.

Specify the terms and conditions regarding customer dispute resolution practices.

SERVICE LEVEL AND REMEDIES

Specify expectations for performance and responsibilities of each party, including remedies for failure to meet obligations (e.g., Non-Billing Party calls for change due to Billing Party performance).

Specify terms and conditions for the Billing Party to pay interest to the Non-Billing Party when payment for undisputed charges is not made to the Non-Billing Party within the appropriate time frame.

Specify terms and conditions for the Non-Billing Party to pay interest to the Billing Party when payment for billing services rendered is not made to the Billing Party within the appropriate time frame.

Specify the provisions for reviewing and auditing Billing Party activities on behalf of the Non-Billing Party.

Specify the terms of the Non-Billing Party's payment for billing services rendered by the Billing Party on behalf of the Non-Billing Party (e.g., timing and method of payment).

c. Business Purpose: To standardize how Distributors and Suppliers operate in a retail business environment.

RECOMMENDATION TO NAESB REQ EXECUTIVE COMMITTEE

Requester: REQ Customer Processes Subcommittee
Request No.: 2003 REQ Annual Plan Item 1
Date: Revised by the NAESB REQ Executive Committee December 10, 2003

d. Commentary/rationale of Subcommittee:

Business Process and Practices

A Overview

The competitive market relies on accurate and timely Customer information. The necessary data includes current Customer account information and historic consumption information, which may pertain to individual accounts or be aggregated to reflect classes of Customers or market segments. This section describes recommended practices for release of Customer Information by Distribution Companies (or their functional equivalent responsible for maintaining Customer Information) to Suppliers and other authorized parties, as well as specifications for the information to be released.

Principles

Definitions

Applicable Regulatory Authority: The state regulatory agency or other local governing body that provides oversight, policy guidance, and direction to any parties involved in the process of providing energy to retail access Customers through regulations and orders.

Business Day: As defined in the Governing Documents.

Customer: Any entity that takes gas and/or electric service for its own consumption.

Distribution Company: A regulated entity which provides distribution services and may provide energy and/or transmission/transportation services in a given area.

Governing Documents: Documents that determine the interactions among parties, including but not limited to: regulatory documents (e.g., tariffs, rules, regulations), contractual agreements, and Distribution Company operational manuals.

In Dispute: A bill status that prevents collection action from being taken on the disputed amount.

Rate Code: A product identifier used in a billing system which contains all information, such as description and price, needed to bill for that product. One or more Rate Codes may be billed on a single account.

Service Delivery Point: A physical metered and/or unmetered service location supplying energy to a Customer premise.

Supplier: Persons engaged in the competitive sale of energy to end-users.

Uniform Electronic Transaction: Standard data arrangements for trading information, making business requests and exchanging other information, encompassing a number of electronic media and utilizing specified transport protocols.

B Model Business Practices

1.1 General

1.1.1 Information should be easily accessible by all properly authorized market stakeholders.

1.1.2 Customer information sharing practices that involve the release of Customer account information should require proper authorization as determined by the Applicable Regulatory Authority.

1.1.3 Distribution Companies and Suppliers demonstrating good faith efforts should be indemnified against claims relating to inadvertent release of data or data errors.

1.2 Customer Specific Information.

1.2.1 Customer Information elements, as determined by the Applicable Regulatory Authority, should be released to a properly authorized party.

1.2.2 Customer Information, may include but is not limited to the following:

- Name;
- Service address;
- Billing address;
- Service delivery point identifier, if available;
- Customer identified;
- Usage (kWh, kW, therms, etc.) including actual or estimated notation;
- Billing Rate;
- Rate Class;
- Metering reading date or cycle;
- Peak load contribution (capacity and transmission);
- Power factor;
- Daily gas delivery requirement;
- Profile Class;
- Meter Number (s) and or Meter Type;
- Universal Services indicator;
- Wholesale delivery point, if available, for example interstate or intrastate pipeline from which Customer is served.

1.3 Exchange of Information

1.3.1 The Distribution Company should process an information request from a Suppliers within three (3) business days of the receipt of the request and should transmit a valid response to the Supplier or other authorized party. The information requests may be in one of the following forms or as defined in Governing Documents:

Telephone
Website
Written or Faxed
EDI

1.3.2 In the event that the Applicable Regulatory Authority decides that a mass customer information list should be implemented customer information will be provided as specified.

1.3.1 Customer Information Elements

1.3.2 Exchange of Information

1.4 Unauthorized Release of Information

SUIS Updates

DTE Energy®

Detroit Edison

Date: July 16, 2004

To: REQ Annual Plan Subcommittee
Cc: REQ Executive Committee

From: Bill Newbold, Detroit Edison

Subject: REQ 2004 Annual Plan Item # 8, Supplier Licensing

I would like to propose that we change this Annual Plan Item's name and description to better align it with NAESB's stated purpose and make it more achievable. I suggest something like this:

Name: Supplier Certification

Description: Develop practices for Distribution Companies to register/certify new Suppliers when they seek to begin doing business in the Distribution Company's service area.

My reasons for suggesting the changes are:

1. Supplier **Licensing** Model Business Practices seem to be outside NAESB scope—they would instead be setting regulatory policy.

2. Development of Supplier **Licensing** Model Business Practices seems to be inconsistent with the SUIS mission, since it doesn't address relationships between Distribution Companies and Suppliers:

> *"The mission of the Supplier-Utility Interface Subcommittee is to develop recommendations for standards and model business practices, and other recommendations* ***regarding the working relationships between retail energy suppliers and the Local Distribution Company*** *(or other entity similarly charged with facilitating retail access in a given service area, e.g. ERCOT in Texas) for review and determination by the NAESB Executive Committee."*

3. Progress on the subject of Supplier **Licensing** within SUIS seems unlikely.

   SUIS attempted to address this issue in 2003 and reached an impasse. Recognizing the impasse, SUIS recommended to the EC that SUIS skip over this Annual Plan item with the following motion, made September 11, 2003:

   "Whereas, the REQ and RGQ Supplier Utility Interface Subcommittees (SUIS) have jointly deliberated on the Supplier Licensing Annual Plan activity and determined that the policy issues associated with this topic make progress unlikely, the two SUIS recommend to the REQ and RGQ Executive Committees that the Supplier Licensing activity be deferred. Furthermore, in order to build upon the strong working partnership between the REQ and RGQ, the two Subcommittees jointly recommend that the next body of work for SUIS should be the Annual Plan item 'Market Participant Interactions'."

I believe that my proposed changes would resolve each of these issues. At the same time, I think the resulting work product will fulfill the intent of the original Annual Plan item.

Please note that I submit this proposal on behalf of Detroit Edison, an individual NAESB REQ member. It is not presented in the context of my role of a REQ SUIS Co-Chair, nor is it intended to represent the views of other SUIS members.

Thank You.

Bill Newbold
Manager, Electric Choice Strategy
Detroit Edison

A. Overview

Scope

These Model Business Practices present procedures and processes for resolving disputes between Suppliers and Distribution Companies that may arise in the context of serving retail access customers.

These Model Business Practices do not address complaints between the Customer and the Distribution Company since various rules and guidelines already exist to govern these types of complaints. In addition, these Model Business Practices do not address complaints between Customers and Suppliers.

Principles

The Supplier and Distribution Company shall use good faith and commercially reasonable efforts to informally resolve all disputes.

Parties may also pursue other legal mechanisms to address disputes, but are encouraged to use the following practices first.

Neither party should be required to give up its right to seek formal resolution of a dispute except as part of a signed, mutual agreement.

Definitions

Applicable Regulatory Authority: The state regulatory agency or other local governing body that provides oversight, policy guidance, and direction to any parties involved in the process of providing energy to retail access Customers through regulations and orders.

Customer: Any entity that takes gas and/or electric service for its own consumption.

Distribution Company: A regulated entity which provides distribution services and may provide energy and/or transmission/transportation services in a given area.

Distribution Company Operational Manuals: Documents prepared and published by Distribution Companies that describe, in detail the operating processes/procedures used to perform retail access functions.

Distribution Company-Supplier Service Agreement: A bi-lateral contractual agreement between the Distribution Company and the Supplier that determines the parties' roles, responsibilities, and interactions in serving retail access Customers. Usually this will be the master agreement that will cover most aspects of providing retail access service. There may be one or more subsidiary agreements, covering specific functional areas.

Governing Documents: Documents that determine the interactions among parties, including, but not limited to, regulatory documents (e.g., tariffs, rules, regulations), contractual agreements, and Distribution Company Operational Manuals.

Market Participant: A party engaged in the process of providing competitive retail energy to end-use customers including, but not limited to, the Distribution Company, the Supplier, the Registration Agent, the settlement agent, and the meter reading entity.

Registration Agent: An entity facilitating switches and performing record-keeping for a specified geographical area.

B. Model Business Practices

4.1 Dispute Resolution Process

4.1.1 Model Business Practices

4.1.1.1 There should be a single consistent dispute resolution process for all disputes between Suppliers and Distribution Companies.

4.1.1.2 The dispute resolution process should be identified in the Distribution Company - Supplier Service Agreement.

4.1.1.3 The details of dispute resolution practices should be spelled out in a Governing Document.

4.1.1.4 Such documents should refer to or cite applicable law, remedies, and responsibilities for the cost of frivolous allegations (seems like this is recommending what is contained in governing documents; is it our place to recommend contents of governing docs?)

4.1.1.5 Each party should provide the name, title, telephone number, e-mail address, facsimile number and mailing address of up to two authorized representatives who are designated to receive and respond to formal disputes under this practice.

Both parties should promptly notify the other party of any changes in this information.

Both parties should manage internal distribution of communications that are received.

4.1.2 Datasets

None

4.1.3 Models

None

4.2 Initiating the Dispute Resolution Process

4.2.1 Model Business Practices

4.2.1.1 Any Supplier or Distribution Company may initiate the formal dispute resolution process by presenting a written (e-mail or electronic?) description of the dispute, to the other party(ies) involved in the dispute.

4.2.1.2 This notice should be sent in a manner that will verify its receipt

4.2.2 Datasets

None

4.2.3 Models

None

4.3 Responding to Dispute

4.3.1 Model Business Practices

4.3.1.1 As soon as possible, but in no case more than fifteen (15) calendar days following receipt of the dispute, the receiving party must provide a written (e-mail or electronic?)response to the party(ies) that initiated the dispute, with:

- An alternative proposal for resolution if the party's(ies') proposed resolution is deemed unacceptable; or,
- ~~With~~ the results of any informal resolution that may have been reached with the other party(ies) prior to that date.

4.3.1.2 If the initial exchange of written material (and perhaps verbal discussions) does not resolve the dispute, the party(ies) may request a meeting(s) to discuss the matter further.

4.3.1.3 The responding party(ies) must agree to such a meeting(s) to be held within fifteen (15) calendar days following the request.

4.3.2 Datasets

None

4.3.3 Models

None

4.4 Alternative Dispute Resolution

4.4.1 Model Business Practices

4.4.1.1 The parties may ~~*(should?)*~~ agree to use Alternative Dispute Resolution prior to or in lieu of petitioning the appropriate court or regulatory authority to intervene. This technique can reflect mutually agreed-upon time frames that may differ from those defined in the dispute resolution process.

4.4.1.2 The parties must mutually agree on the selection of the neutral third party to administer Alternative Dispute Resolution.

4.4.1.3 The neutral third party providing Alternative Dispute Resolution shall be authorized only to interpret and apply the provisions of the Tariff and any service agreement entered into under the Tariff and shall have no power to modify or change any of the above in any manner.

4.4.2 Datasets

None

4.4.3 Models

None

4.5 Escalation to Court/Applicable Regulatory Authority

4.5.1 Model Business Practices

4.5.1.1 If a resolution is not obtained within forty-five (45) calendar days after the receipt of the initial dispute letter or the mutually agreed-upon time frame, either party may file the dispute with the appropriate court or regulatory authority for formal resolution.

4.5.1.2 If a Supplier or Distribution Company believes that special circumstances (such as an emergency involving public safety, system reliability or significant financial risk) exist that would require more expeditious resolution of a dispute than might be expected under the process described here, it may submit its dispute directly to the state Applicable Regulatory Authority, with a copy provided to the other party(ies) involved in the dispute.

The Applicable Regulatory Authority should respond to such a filing by:

- o expeditiously resolving the dispute;
- o providing an interim resolution (subject to refund, etc.) and initiate the standard resolution process to provide a final solution; or
- o advising that the standard dispute resolution process described above be followed.

4.5.1.3 Absent agreement to the contrary, nothing shall restrict the rights of any party to file a Complaint with the appropriate regulatory authority under relevant provisions of the state law.

4.5.1.4 Absent agreement to the contrary, nothing shall restrict the rights of any party to file a dispute with FERC under relevant provisions of the Federal Power Act.

4.5.2 Datasets

None

4.5.3 Models

None

Distribution Company-Supplier Service Agreement Outline

INTRODUCTION

The following outline for a "Distribution Company - Supplier Service Agreement" ("Agreement") attempts to provide a framework in which to create a jurisdiction- specific Agreement consistent with the jurisdiction's Governing Documents. The outline is not intended to be a formal, legal document that dictates the terms and conditions of the contractual relationship between the Distribution Company and Supplier. Each jurisdiction has its own set of Governing Documents that may or may not address the details of a contractual relationship between Distribution Companies and Suppliers. Thus, terms of the ultimate Agreement will reflect the structure of the individual retail market.

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1 GENERAL AND ADMINISTRATIVE PROVISIONS

The opening section typically names the parties to which the Distribution Company-Supplier Service Agreement (the Agreement) applies and the date on which the Agreement was signed.

1.1 Purpose of Agreement

This section identifies, in general terms, the purpose of the document and the general terms and conditions that bind the parties. Typical clauses may include the following:

a. This is a legally binding agreement governing the business relationship between the parties as it pertains to electricity supply, metering services, billing, etc.

b. This agreement is not to be interpreted as a joint venture arrangement.

c. There are other applicable laws, regulations, codes, etc. that govern the relationship.

1.2 Definitions

This section may be included to define terms that are relevant to the Agreement.

1.3 Term of Agreement

This section defines the effective date of the Agreement and the date the Agreement will terminate.

The date of termination may coincide with any of the following:

a. Notification by a Supplier that no longer wishes to operate in a Distribution Company's service territory;

b. The date that a modified or new service agreement commences; or

c. The date that certain automatic termination clauses come into effect, such as those described in the "Event of Default" section.

This section may also include a description of the process by which one party may inform the other of its intent to terminate the Agreement.

1.4 Amendments and Modifications to Agreement

This section identifies the rules for amending or modifying the Agreement.

1.5 Assignment, Delegation and Subcontracting

This section defines the terms and conditions under which a party to the Agreement may assign its rights or obligations to a third party. Typically, clauses would say that neither party may assign rights or obligations without the prior written consent of the non-assigning party. Such clauses usually distinguish between assignment and subcontracting. Subcontracting is not an assignment of rights or obligations, but rather a means of fulfilling the rights and obligations of the contracting party through a subcontractor.

1.6 Third Party Beneficiaries

This section reiterates the parties that are subject to this Agreement and states that there are no third-party beneficiaries.

1.7 Enforceability

This section describes the enforceability of the Agreement under certain conditions. For example:

a. Severability: If any provision of this Agreement or application thereof is held invalid or unenforceable, the remainder of the provisions in this Agreement shall not be affected and shall continue in full force, unless deletion of the provision makes the Agreement fail to address its central purpose.

b. Governing law: This section references the applicable venue under which the Agreement will be enforced (e.g., state and federal laws).

c. Effect of headings: This section states that headings and subheadings have no effect on interpretation of terms of the Agreement.

1.8 Notices

This section indicates that all notices under the Agreement shall be in writing and acknowledges the rights of parties to change the contact persons' name and address to which notices should be sent. Any special requirements with respect to delivery options may be delineated here. Reference may be made to the contact persons and addresses listed in an appendix.

1.9 Relevant Documents

This section may reference other applicable tariffs, laws, regulations, codes, regulatory guidelines, rules, operational manuals, etc., which govern or affect the relationship.

In the event of a conflict, conditions and requirements in certain Governing Documents may take precedence over the terms and conditions in the Agreement. This section also should describe the hierarchy of documents (i.e., which document takes precedence in the event of a conflict).

Most jurisdictions promulgate detailed rules by which the competitive electricity retail market and retail market participants must operate. These rules tend to be described in documents separate from a contractual agreement (e.g., legislation, codes, regulatory guidelines). These rules may include processes in which a Distribution Company and Supplier may interact. For example:

a. Retail settlements/reconciliation
b. Customer information
c. Customer switching
d. Load obligations of the Supplier
e. Load profiles used by the Distribution Company
f. Utilization of schedule coordinators and agreements
g. System operations/curtailment
h. Delivery and balancing
i. Tariffs and fees

Details on these processes could be included in this Agreement by reference, or actually detailed in the Agreement itself. If these rules are incorporated by reference, a summary of the relevant documents could be included here or in an appendix. Alternatively, each of the above topics could be developed as separate sections. To the extent the operating conditions are not spelled out in other documents, these conditions may need to be addressed specifically in the text of the Agreement.

1.10 Waivers

Although an agreement usually is subject to the legislative and regulatory requirements of the jurisdiction, this section may be included to define any waivers of conditions in the relevant documents.

2 CONDITIONS PRECEDENT

This section would include a list of the conditions that must be in place prior to entering into the Agreement or prior to either the Agreement becoming effective or to commencing service under the Agreement. Examples may include:

a. Each party is licensed as required under applicable laws and regulations.

b. Each party is in compliance with applicable laws, regulations, license conditions, market rules, etc.

c. The parties have satisfied all applicable creditworthiness requirements.

d. The Supplier has entered into the appropriate agreements with schedule coordinators to allow the Supplier to serve load.

e. The requisite electronic funds transfer arrangements are in place.

It may be noted that these conditions precedent are ongoing obligations of the parties and failure to continue to meet these conditions may provide grounds for default or eventual termination of the Agreement.

3 EVENTS OF DEFAULT AND REMEDIES FOR DEFAULT

This section defines the conditions under which a Supplier or Distribution Company would be considered in default of the Agreement. Examples may include:

a. Non-payment

b. Bankruptcy

c. Violation of license conditions or regulations, including Customer slamming

d. Non-compliance with terms and conditions of the Agreement, including security arrangements or conditions precedent

This section describes the actions that either party may or must take when a default occurs. Such remedies may be prescribed by applicable regulatory requirements or by general commercial law. This section may also include statements concerning the ongoing obligations of each party. Examples of remedies include the following:

a. Description of notification requirements

b. Period of time during which a party can correct the default before termination of the Agreement

Specific remedies associated with particular events may be described in the relevant sections of the Agreement.

This section may specify the interest rate that would be paid by the defaulting party during periods of default. Any other arrangements made by the parties to remedy defaults may also be included.

4 LIMITATION OF LIABILITY

This section defines the extent of liability of each party. Liability is often limited to direct or actual damages incurred as a result of a party's action, lack of action, default, or wrongful termination. Typically, damages such as consequential, indirect, special, or punitive are specifically excluded by this section.

5 INDEMNIFICATION

This section typically provides that each party shall hold harmless the other party from claims by a third party due to the negligence of the indemnifying party, subject to the limitations of liability. For example, in the event that the Distribution Company is authorized to physically disconnect the Customer on behalf of the Supplier, the Agreement should indemnify the Distribution Company against any damages resulting from that action. Indemnification typically extends beyond the termination of the Agreement.

6 FORCE MAJEURE

This section relieves the parties of liability due to events beyond their control. Such events are defined in this section.

A description of the process by which a party informs the other of the event of force majeure may also be included.

7 SYSTEM OPERATION

This section may be included to delineate the rights of the Distribution Company to physically disconnect, curtail, interrupt or reduce service to Customers whenever the Distribution Company reasonably determines that such an act is necessary to maintain system reliability, or is directed to do so by an appropriate third party, such as a regional transmission authority, government agency, or civil authority. Notifications to market participants and related issues may also be included.

8 SECURITY ARRANGEMENTS

This section delineates in general terms the requisite creditworthiness requirements of the parties and describes any potential security arrangements that may be established between the parties, or refers to other Governing Documents that specify creditworthiness requirements.

9 METERING

Where applicable, this section describes the conditions under which a Market Participant may provide competitive metering services. This section may also include a reference to any metering requirements stated in other Governing Documents.

If metering services are not unbundled, this section would describe the metering options made available to a Supplier by the Distribution Company.

10 UNAUTHORIZED ENERGY USE

This section may be included to incorporate specific provisions, protections and penalties related to unauthorized energy use by the end use Customer. It also could be used to create an obligation on both parties to inform the other if unauthorized energy use is suspected.

11 CUSTOMER BILLING AND PAYMENTS

This section delineates. in general terms, the standard customer billing and payment arrangements that may be established between the parties, or refers to other Governing Documents that specify customer billing and payment requirements.

12 BILLING AND PAYMENTS BETWEEN MARKET PARTICIPANTS

This section delineates, in general terms, the standard billing and payment arrangements that may be established between the parties, or refers to other Governing Documents that specify billing and payment requirements between the parties.

13 COMMUNICATION PROCESS

This section describes the communication process by which required reports, data, and information are communicated between parties.

14 CUSTOMER INQUIRIES

If applicable, this section describes the process by which each party is obligated to handle Customer inquiries. This may include decision rules on which calls (if any) one party might handle for the other and the preferred method for getting the Customer in touch with the correct party (live transfer, referral, etc.).

15 AUDITS

This section identifies the rights of each party and the circumstances under which one party has the right to audit the other party's transactions and procedures that directly relate to the conditions of the Agreement. This section may also specify the time frame and other potential limitations on the right to audit.

16 DISPUTE RESOLUTION PROCESS

This section describes the dispute resolution process established between the parties, or refers to other Governing Documents that specify the dispute resolution process requirements.

17 NONDISCLOSURE/CONFIDENTIALITY

This section defines the type of information that is considered confidential and the responsibility of each party to maintain the confidentiality of such information, or refers to other Governing Documents that specify the parties' requirements for maintaining confidentiality. This section may also specify remedies for breaching the confidentiality requirements.

18 REPRESENTATIONS AND WARRANTIES

This section describes any representations and warranties provided.

19 MISCELLANEOUS PROVISIONS

19.1 Survival

This provisions in this section state that certain obligations survive expiration or termination of the Agreement, such as confidentiality, payment of money due, warranties, remedies, and indemnity for events arising prior to termination or expiration.

19.2 Non-Waiver

This section provides that a party's failure to insist on strict performance of an agreement provision is not construed as a waiver of its right to enforce the provision in the future.

19.3 Entire Agreement

This section includes a declaration that:

a. This Agreement contains the entire agreement of the parties;

b. There are no other oral or written agreements between the parties on this subject matter that aren't reflected in this Agreement, and;

c. This Agreement supersedes prior agreements.

19.4 Taxes

This section contains a provision that specifies responsibility for collection and payment of any applicable taxes.

20 CONTACT INFORMATION

This section typically provides the name, address, telephone number, facsimile number, and e-mail address of the primary and alternate designated contacts for each party.

21 SIGNATURES

This section includes the printed name, title, signature, and date for all signatories to the Agreement for each party.

This section may also include a certification statement that indicates the signatories are duly authorized to sign for the parties.

North American Energy Standards Board
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TO:	**REQ/RGQ Executive Committee**
FROM:	**Bill Newbold, Detroit Edison, REQ SUIS Co-Chair**
RE:	**Revision to MBP Formatting Proposal**
DATE:	**August 17, 2004**

This is a follow-up to my and Rick Alston's memorandum of July 14, 2004 with changes based on additional input received from SUIS/CPS members over the last few days. As discussed in that memorandum, the Customer Processes Subcommittee (CPS) and the Supplier-Utility Interface Subcommittee (SUIS) members have expressed an interest in changing the way we organize the Model Business Practices.

The changes originally sought were to organize the REQ/RGQ Model Business Practices into two "books" or volumes as described below. This would allow the consolidation of items common to multiple sets of Model Business Practices such as: Version Notes, Introduction, and Executive Summary. Subsequent to that memorandum, a suggestion was made to also move the Definitions section into this common area of the "book" or volume. A flurry of e-mails supports this additional change.

This change has been incorporated into the revised model shown on the next few pages. Also, the individual numbering of the MBP's has been re-inserted into this model. (Showing possible numbering changes if the presentation order proposed is followed.)

The volumes would be:

Customer Processes

Supplier-Utility Interfaces

An outline of how these might be organized follows.

I would like to discuss this proposal with the Retail EC's at their August 2004 meeting.

In addition, the subcommittees have expressed concerns about the order of subjects in the REQ/RGQ Annual Plans and propose addressing subjects in the order presented in the attached outline. For the most part, this order is close to that of the current Annual Plans. Any in-process activities would be completed prior to changing the order in which subjects will be addressed.

I would like to have this Annual Plan discussion at the August EC meeting also.

REQ/RGQ MODEL BUSINESS PRACTICES – FORMATTING PROPOSAL

Revised 8/17/04

I. Customer Processes

A. Version Notes

B. Introduction

C. Executive Summary

D. Definitions

E. Business Processes and Practices

1. Customer Information *(REQ/RGQ 2004 AP #3)*

a. Overview

b. Model Business Practices

TBD

2. Customer Enrollment, Switching, & Dropping *(REQ 202-2003 AP #1, RGQ 2003 AP#5, REQ/RGQ 2004 AP #5)*

a. Overview

b. Model Business Practices

TBD

3. Customer Billing and Payment *(REQ/RGQ 2004 AP #1)*

a. Overview

REQ/RGQ MODEL BUSINESS PRACTICES – FORMATTING PROPOSAL

Revised 8/17/04

b. Model Business Practices

(Initial numbering should match above, e.g. "3.1", not "2.1")

~~2.~~3.1 General Billing and Payment
- ~~2.~~3.1.1 Model Business Practices
- ~~2.~~3.1.2 Datasets
- ~~2.~~3.1.3 Models

~~2.2~~3.2 Dual Billing
- ~~2.2~~3.2.1Model Business Practices
- ~~2.2~~3.2.2Datasets
- ~~2.2~~3.2.3Models

~~2.~~3.3 Consolidated Billing – General
- ~~2.~~3.3.1 Model Business Practices
- ~~2.~~3.3.2 Datasets
- ~~2.~~3.3.3 Models

~~2.~~3.4 Consolidated Billing - Bill Ready Billing
- ~~2.~~3.4.1 Model Business Practices
- ~~2.~~3.4.2 Datasets
- ~~2.~~3.4.3 Models

~~2.~~3.5 Consolidated Billing - Rate Ready Billing
- ~~2.~~3.5.1 Model Business Practices
- ~~2.~~3.5.2 Datasets
- ~~2.~~3.5.3 Models

~~2.~~3.6 Single Retail Supplier Billing
- ~~2.~~3.6.1 Model Business Practices
- ~~2.~~3.6.2 Datasets
- ~~2.~~3.6.3 Models

~~2.~~3.7 Payment Processing – Consolidated Billing – General

~~2.~~3.7.1 Model Business Practices
~~2.~~3.7.2 Datasets
~~2.~~3.7.3 Models

~~2.~~3.8 Payment Processing – Consolidated Billing – Assumption of Receivables
~~2.~~3.8.1 Model Business Practices
~~2.~~3.8.2 Datasets
~~2.~~3.8.3 Models

~~2.~~3.9 Payment Processing – Consolidated Billing – Pay as You Get Paid
~~2.~~3.9.1 Model Business Practices
~~2.~~3.9.2 Datasets
~~2.~~3.9.3 Models

~~2.~~3.10 Payment Processing – Single Retail Supplier Billing
~~2.~~3.10.1 Model Business Practices
~~2.~~3.10.2 Datasets
~~2.~~3.10.3 Models

4. Customer Inquiries *(REQ/RGQ 2004 AP #7)*

a. Overview

b. Model Business Practices

TBD

REQ/RGQ MODEL BUSINESS PRACTICES – FORMATTING PROPOSAL
Revised 8/17/04

II. Supplier-Utility Interfaces

A. Version Notes

B. Introduction

C. Executive Summary

D. Definitions

E. Business Processes and Practices

1. Market Participant Interactions *(REQ/RGQ 2004 AP #2)*

a. Overview

Scope

Principles

b. Model Business Practices

(Initial numbering should match above, e.g. "1.1", not "3.1")

~~3.~~1.1 Governing Documents
~~3.~~1.1.1 Model Business Practices
~~3.~~1.1.2 Datasets
~~3.~~1.1.3 Models
~~3.~~1.2 Regulatory Documents
~~3.~~1.2.1 Model Business Practices
~~3.~~1.2.2 Datasets
~~3.~~1.2.3 Models
~~3.3~~1.3 Contractual Agreements
~~3.3~~1.3.1 Model Business Practices
~~3.3~~1.3.2 Datasets
~~3.3~~1.3.3 Models
~~3.~~1.4 Distribution Company Operational Manuals
~~3.~~1.4.1 Model Business Practices

~~3.~~1.4.2 Datasets
~~3.~~1.4.3 Models
~~3.~~1.5 Performance Standards
~~3.~~1.5.1 Model Business Practices
~~3.~~1.5.2 Datasets
~~3.~~1.5.3 Models
~~3.~~1.6 Supplier Certification
~~3.~~1.6.1 Model Business Practices
~~3.~~1.6.2 Datasets
~~3.6.3~~1.6.3 Models

2. Creditworthiness Standards *(REQ 2003 AP #2, RGQ 2003 AP #3)*

a. Overview

Scope

Principles

b. Model Business Practices

(Initial numbering should match above, e.g. "2.1", not "1.1")

~~1.1~~2.1 Overall
~~1.1~~2.1.1 Model Business Practices
~~1.1~~2.1.2 Datasets
~~1.1~~2.1.3 Models
~~1.~~2.2 Determination of Risk Exposure
~~1.~~2.2.1 Model Business Practices
~~1.~~2.2.2 Datasets
~~1.~~2.2.3 Models
~~1.~~2.3 Determination of Initial Credit Limit
~~1.~~2.3.1 Model Business Practices
~~1.~~2.3.2 Datasets
~~1.~~2.3.3 Models
~~1.~~2.4 Reconsideration of Determination of Credit Limit
~~1.~~2.4.1 Model Business Practices

REQ/RGQ MODEL BUSINESS PRACTICES – FORMATTING PROPOSAL

Revised 8/17/04

~~1.~~2.4.2 Datasets
~~1.~~2.4.3 Models
~~1.~~2.5 Disqualification/Remedies
~~1.~~2.5.1 Model Business Practices
~~1.~~2.5.2 Datasets
~~1.~~2.5.3 Models
~~1.~~2.6 Security Instruments
~~1.~~2.6.1 Model Business Practices
~~1.~~2.6.2 Datasets
~~1.~~2.6.3 Models
~~1.~~2.7 Calling on Security
~~1.~~2.7.1 Model Business Practices
~~1.~~2.7.2 Datasets
~~1.~~2.7.3 Models
~~1.~~2.8 Confidentiality
~~1.~~2.8.1 Model Business Practices
~~1.~~2.8.2 Datasets
~~1.8.3~~2.8.3 Models

3. Supplier Licensing *(REQ/RGQ 2004 AP #8)*

a. Overview

Scope

Principles

b. Model Business Practices

TBD

4. Distribution Company – Supplier Disputes *(REQ/RGQ 2004 AP #4)*

a. Overview

Scope

Principles

b. Model Business Practices

4.1 Dispute Resolution Process
- 4.1.1 Model Business Practices
- 4.1.2 Datasets
- 4.1.3 Models

4.2 Initiating the Dispute Resolution Process
- 4.2.1 Model Business Practices
- 4.2.2 Datasets
- 4.2.3 Models

4.3 Responding to Dispute
- 4.3.1 Model Business Practices
- 4.3.2 Datasets
- 4.3.3 Models

4.4 Alternative Dispute Resolution
- 4.4.1 Model Business Practices
- 4.4.2 Datasets
- 4.4.3 Models

4.5 Escalation to Court/Applicable Regulatory Authority
- 4.5.1 Model Business Practices
- 4.5.2 Datasets
- 4.5.3 Models

5. Retail Meter Data Validation, Editing and Estimating *(REQ 2004 AP #9, No RGQ Item)*

a. Overview

Scope

Principles

b. Model Business Practices

TBD

6. Load Profiling *(REQ 2004 AP #10, No RGQ Item)*

a. Overview

Scope

Principles

b. Model Business Practices

TBD

7. Settlement *(REQ 2004 AP #11, No RGQ Item)*

a. Overview

Scope

Principles

b. Model Business Practices

TBD

TEIS Updates

NAESB TEIS INFORMATION REQUEST GRID

1	2	3	4	5	6	7	8	9	10	11	12
Company Name	Role the organization plays in the retail Market	Electricity, Nat Gas, None	Division, Quadrant, Segment	Jurisdiction	How do you Currently Exchange Info	Not Energy Supplier	Not Utility or LDC	How Many Entities Exchange With	Exchange Format Mandated	Are Other Formats Allowed	Are Other Formats Prohibited
Direct Energy Business Services	Supplier	E	REQ SUP	TX	E, FF	NA	E/X12	1- ERCOT	Y	N	Y
					E, WS						All Markets must use TXSet EDI X12
PECO	Distributor	E, G	REQ D/U/LDC RGQ D/U/LDC	PA	NA	E/FF, X12, XML G/FF, X12, XML	NA	None	Y	N	N
WPS Energy Services ESI	Supplier	E	REQ SUP	ME	NA	NA	E/X12	3 diff Utilities	Y	N	N
WPS Energy Services ESI	Supplier	E	REQ SUP	MI	NA	NA	E/WS	2 diff Utilities	Y	Y	N
							E/XML				
WPS Energy Services ESI	Supplier	E, G	REQ SUP	OH	NA	NA	E/X12	2 diff Utilities	Y	N	N
			RGP SUP				G/FF				
TXU	Supplier	E, G	REQ SUP	ERCOT	E/FF, WS, X12	NA	E/FF, X12	NA	Y	N	N
					G/X12						
Amerada Hess Corp	Supplier	E, G	RGQ SUP	See Attachment	See Attachment	See Attachment	See Attachment	See Attachment	See Attachment	See Attachment	See Attachment
Calpine LP - ERCOT, CA, MA, ME, OR, PA	Supplier	E	REQ SUP	CA, MA, ME, OR, PA, TX	Applies to all	NA	X12	30	N	NA	N
					E/FF, XML				Only comm with Transmission Providers req. X12		
Allengheny operating as West Penn, Monogalhela, and Potomac Ed.	Distributor	E	NA	PA, MD, WV, VA, OH	E/WS, X12, Other - Paper	E/X12	NA	NA	Y	N	N
PPL Solutions LLC	Ser. Provider	E, G	REQ SP	See Attachment	E/Other - Send checks under dual bill	NA	E/FF,WS,X12,XML, CSV, Email	See Attachment	Y/N - In some states dereg transactions	Y - see #8	Y - determined at State or UTE level

NAESB TEIS INFORMATION REQUEST GRID

1	2	3	4	5	6	7	8	9	10	11	12
Company Name	Role the organization plays in the retail Market	Electricity, Nat Gas, None	Division, Quadrant, Segment	Jurisdiction	How do you Currently Exchange Info	Not Energy Supplier	Not Utility or LDC	How Many Entities Exchange With	Exchange Format Mandated	Are Other Formats Allowed	Are Other Formats Prohibited
					G/Other- Same as Elect		G/FF,X12,CSV,Email		is in the hands of the Local UTE like CA and MI		
UGI Energy Services Inc. Gasmark & Powermark	Ser. Provider/SUP	E, G	NA	PJM	E/FF,WS,X12 G/FF,WS,X12	NA	E/FF,WS,X12 G/FF,WS,X12	Apx 70	Y	DNK	DNK
Nat. Grid/ Mass. Elect, Narragansett Elect., Nantucket Elect., Granite State Elect.	Distributor	E	RGQ D/U/LDC	MA, RI, NH	E/X12 - for all 3	E/12, Other - MA customer lists made available on PW protected site	NA	8 Suppliers & 14 Brokers	Y	Y - if mutally agreed as option	N
Detroit Edison Sub of DTE Energy	Distributor	E	RGQ D/U/LDC	MI	E/Other - Cust. With interval meters can obtain hr data from a Det. Edison WS in multiple forms. Cust DN send inbound data	E/WS,XML	NA	> 20	N	Y - no electronic comm standards have been set	N
Michigan Consolidated Gas Co. Division of DTE	Distributor	G	NA	NA	G/FF	G/FF	NA	5 current in past 15	N - Our Gas choice Tariff does not specify format. Not currently mandated by MI PSC.	NA	N
electric America Sub of Commonwealth Energy Corp.	Supplier	E	REQ SUP	NJ - PSEG, PA - PECO, PA - Duquense, TX - ERCOT, MI - DTE, CA - SCE, SDGE , PGE	E/FF,X12 - CA E/X12 - NJ E/X12 - PA E/XML - MI E/X12 - TX	NA	E/FF,X12,XML	0	Y	N	N
Washington Gas/ Regulatory Affairs and Energy Acquistion - Dist of Columbia	Distributor	G	RGQ D/U/LDC	MD, VA & Dist. Of Columbia	G/FF,WS	G/FF/WS	NA	Apx 20	N - Local Regulatory authorities have not mandated yet	Y - Since no mandate anthing goes	N
Washington Gas/ Regulatory Affairs and Energy Acquistion - MD	Distributor	G	RGQ D/U/LDC	MD, VA & Dist. Of Columbia	G/FF,WS	G/FF/WS	NA	Apx 20	N - Local Regulatory authorities have not mandated yet	Y - Since no mandate anthing goes	N

NAESB TEIS INFORMATION REQUEST GRID

1	2	3	4	5	6	7	8	9	10	11	12
Company Name	Role the organization plays in the retail Market	Electricity, Nat Gas, None	Division, Quadrant, Segment	Jurisdiction	How do you Currently Exchange Info	Not Energy Supplier	Not Utility or LDC	How Many Entities Exchange With	Exchange Format Mandated	Are Other Formats Allowed	Are Other Formats Prohibited
Washington Gas/ Regulatory Affairs and Energy Acquistion - VA	Distributor	G	RGQ D/U/LDC	MD, VA & Dist. Of Columbia	G/FF,WS	G/FF/WS	NA	Apx 20	N - Local Regulatory authorities have not mandated yet	Y - Since no mandate anthing goes	N
Baltimore Gas & Electric Co. - Consumers Services Div	Distributor	E	REQ D/U/LDC	MD	E/X12	E/X12	NA	13 suppliers	Y	N	N
Public Service Electric & Gas	Distributor	E,G	REQ D/U/LDC RGQ D/U/LDC	NJ	E/X12 G/FF,X12	E/X12 G/FF,X12	NA	NA	Y	N	N
Equitable Gas Co. - Gas Mgt	Distributor	G	RGQ D/U/LDC	PA - PUC, WV - PSC, KY - PSC	G/FF,WS	G/FF,X12	NA	NA	N - No agencies currently mandate, rules are left to discretion of retail NGDC	N - No agencies currently mandate, rules are left to discretion of retail NGDC	N - No agencies currently mandate, rules are left to discretion of retail NGDC
Dominion Retail, Inc.	Supplier	E,G	REQ SUP RGQ SUP	PA, OH, Ill, VA, MD, MA, CT, ME, NC	NA	NA	PJM & New England X12 G/FF	19	Y - General concepts and formats N - utilities can make other modifications/requirements as long as minimum for the state are met. Billing systems esp for gas utes sometimes dictate the data available and needed	Y	N
Green Mountain Energy Company	Supplier	E	REQ SUP	TX, PA, OH, NJ, NY, FL, OR	NA	NA	E/FF,X12	Apx 30 TP	N - Varies by Jurisdiction	Y - TX has allowed X12 & XML. All others use one format	N
Duquesne Light Company - Information Technology	Distributor	E	NA	Electric	E/FF,WS,X12	E/X12	NA	20	Y	N	N

NAESB TEIS INFORMATION REQUEST GRID

1	2	3	4	5	6	7	8	9	10	11	12
Company Name	Role the organization plays in the retail Market	Electricity, Nat Gas, None	Division, Quadrant, Segment	Jurisdiction	How do you Currently Exchange Info	Not Energy Supplier	Not Utility or LDC	How Many Entities Exchange With	Exchange Format Mandated	Are Other Formats Allowed	Are Other Formats Prohibited
First Energy (operating companies include Ohio Edison, The Illuminating Co., Toledo Edison, Penn Power, Penelec, MetEd, Jersey Central Power & Light)	Distributor	E	REQ D/U/LDC	OH, PA, NJ, NY	E/FF,WS,X12,XML, Other - paper sent US mail	E/FF,WS,X12	NA	19 SUP, 2 energy consultants	Y	Y - other formats used when unable to send via EDI	N
EC-Power	Ser. Provider	E,G	REQ Ser. Provider	TX, PA, DE, NY, NJ, DC, MA, MD, OR, IL, CA, CT, ME, MI, OH, VA	See attached	See attached	See attached	See attached	See attached	See attached	See attached
Customer Choice Operations	Distributor	E	NA	Retail Choice - MI, OH, TX, VA Non retail Choice - AR, IN, KY, LA, OK, TN, Wva	E/FF,X12	E/FF,X12	NA	TX - 60, OH - 3, VA - 0, MI - 0	Y - OH, TX, VA N - MI commission has not mandated statewide choice issues	Y - OH, TX, VA Other formats can be used as long as both TP agreed and the formats are available to all	N
Energy Services Group	Ser. Provider	E,G	REQ Ser. Provider RGQ Ser. Provider	Any and Everywhere	E/FF,WS,X12,XML, other - email, Web scrape and proprietary formats E/FF,WS,X12,other - email, Web scrape and proprietary formats	E/FF,WS,X12,XML, other - email, Web scrape and proprietary formats E/FF,WS,X12,other - email, Web scrape and proprietary formats	E/FF,WS,X12,XML ,other - email, Web scrape and proprietary formats E/FF,WS,X12,other - email, Web scrape and proprietary formats	>250	Y - We operate in many and comply with all as they may or are mandated	N	Y
LADWP	See Attached	See Attach	See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	See Attached	See Attached
National Fuel Gas Distribution Corp. - PA Division	Distributor	G	RGQ D/U/LDC	PA	G/other - paper	G/FF,WS	NA	2	N - format/mode for data exchange was identified in Company's restructuring process	Y - PA permits gas to use X12 EDI and requires GISB EDM for transport. Co is evaluating whether to accommodate this option	N
National Fuel Gas Distribution Corp. - NY Division	Distributor	G	RGQ D/U/LDC	NY	G/other - paper	G/FF,WS,X12	NA	27	Y	Y - Customers Acting as their own supplier in the Customer Choice program have the option to utilize FF	Y - Marketers participating in Customer Choice cannot utilize FF; only cust acting as their own supplier have the option

NAESB TEIS INFORMATION REQUEST GRID

1	2	3	4	5	6	7	8	9	10	11	12
Company Name	Role the organization plays in the retail Market	Electricity, Nat Gas, None	Division, Quadrant, Segment	Jurisdiction	How do you Currently Exchange Info	Not Energy Supplier	Not Utility or LDC	How Many Entities Exchange With	Exchange Format Mandated	Are Other Formats Allowed	Are Other Formats Prohibited
D.C. Public Service Commission	NA	E,G	NA	D.C. Public Service Commission	NA	NA	NA	0	N - participants in Choice Programs work this out	NA	N
Old Dominion Electric Cooperative	Ser. Provider	E	NA	NA	E/X12	E/X12	NA	NA	Y	N	N

NAESB TEIS INFORMATION RE(

1	2	3	4	5	13	14	15	16	17		18	19	20	21
Company Name	Role the organization plays in the retail Market	Electricity, Nat Gas, None	Division, Quadrant, Segment	Jurisdiction	Does Format Knowingly Comply with Other Juris.	Are You Complying With Others	Are Rules Documented	What Retail Markets DU Serve	How Many Cust Served	How Many under Retail Choice	Which Formats should be addressed	Date Completed	Contact Name	Name of Person Completing Survey
Direct Energy Business Services	Supplier	E	REQ SUP	TX	N	N	Y www.ercot.com	C, I	NA		E/XML	6/18/2004	David Booty Director of Energy Services	SAS 20
PECO	Distributor	E, G	REQ D/U/LDC RGQ D/U/LDC	PA	DNK	DNK	Y	R, C, I	E 1.5 mil G 400K	E 300K G 2.5K	E&G/X12	NA	Karl Ocepak Lead Analyst	Sandra Rice Analyst
WPS Energy Services ESI	Supplier	E	REQ SUP	ME	N	Y EDI - we use what ever means the LDC uses	N	R, C, I	NA		E/X12	NA	Lucas Tromley Sarah Johnson WPS Energy Services Programmer/Analyst	SAS 20
WPS Energy Services ESI	Supplier	E	REQ SUP	MI	N	Y EDI XML - We use whatever means the utility is using	N	R, C, I	NA		E/X12, XML	NA	Lucas Tromley Sarah Johnson WPS Energy Services Programmer/Analyst	SAS 20
WPS Energy Services ESI	Supplier	E, G	REQ SUP RGP SUP	OH	N	Y We use whatever means the utility is using	N	R, C, I	NA		E/X12	NA	Lucas Tromley Sarah Johnson WPS Energy Services Programmer/Analyst	SAS 20
TXU	Supplier	E, G	REQ SUP	ERCOT	Y Comply with ERCOT	N	Y www.ercot.com/Tac/RetailISOAdHoc Committee/Customer?SET/keydocs	R, C, I	NA		E&G/WS,X12,XML	Jun-04	BJ Flowers TXU Energy, Director of Energy Services	SAS 20
Amerada Hess Corp	Supplier	E, G	RGQ SUP	See Attachment	See Attachment	See Attachment	See Attachment	C, I				6/24/2004	Mike Shumer, AHC, Supr of Billing	Randy Magnani, AHC, Director of NG Operations
Calpine LP - ERCOT, CA, MA, ME, OR, PA	Supplier	E	REQ SUP	CA, MA, ME, OR, PA, TX	N	N	N	R, C, I	NA		E/X12,FF	6/25/2004	Scott Grooms Calpine Adm. Services, IT Mg	Ed Overtree Senior Counsel, Calpine Corp.
Allengheny operating as West Penn, Monogalhela, and Potomac Ed.	Distributor	E	NA	PA, MD, WV, VA, OH	N	N	Y - Combined in FREDI		Apx 3 mil	Apx 2 mil	E/X12	6/29/2004	Tom Graham, Allegheny, E Commerce Analyst	SAS 20
PPL Solutions LLC	Ser. Provider	E, G	REQ SP	See Attachment	Y - See #8	N	N	NA	NA	NA	E&G/X12		Cindy Gallagher	Tom Locker

NAESB TEIS INFORMATION RE(

1	2	3	4	5	13	14	15	16	17		18	19	20	21
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					We serve all formats in Juris. Our clients serve								PPL Solutions, EDI	PPL Solutions, New Markets
UGI Energy Services Inc. Gasmark & Powermark	Ser. Provider/SUP	E, G	NA	PJM	Y - X12 certification where applicable	N	N	C, I	NA	NA	E&G/X12, E&G/FF, E&G/WS	6/22/2004	Angela Long, UGI Energy Services Inc. Info Sys Anal.	Robert Libutti, UGI Energy Services Inc. Dir. Cor. Dev.
Nat. Grid/ Mass. Elect, Narragansett Elect., Nantucket Elect., Granite State Elect.	Distributor	E	RGQ D/U/LDC	MA, RI, NH	Y - format is same all thru out New England and othr dereg states	N	www.nationalgridus.com/masselectric/energysupplier/index.asp www.nationalgridus.com/narragansett/energy supplier/index.asp	NA	MA incl Nantucket 1.3 mil, RI 476K, NH 41K	MA incl Nantucket 19.5k, RI 1.9K, NH 49	E/X12	6/30/2004	Kathleen Yetman, Nat Grid, Mgr Supplier Services	SAS 20
Detroit Edison Sub of DTE Energy	Distributor	E	RGQ D/U/LDC	MI	N	Y - Formats follow UIG implementation of ASC X12 standards converted to XML	www.suppliers.detroitededison.com/internet/index.jsp www.suppliers.detroitedison.com/internet/downloads/downloads xml.jsp	NA	> 2 mil	Apx 17K	E/XML,WS	7/2/2004	Jason Fezzy, Detroit Edison, Analyst	William Newbold, Detroit Edison, Strategy Mgr, Electric Choice
Michigan Consolidated Gas Co. Division of DTE	Distributor	G	NA	NA	DNK	N	N	NA	1.2 mil	117K	G/FF	6/18/2004	Doug Lowery MichCon, Tech Support Specilist	Gerald DeRuiter, NichCon, Transportation Specialist
electric America Sub of Commonwealth Energy Corp.	Supplier	E	REQ SUP	NJ - PSEG, PA - PECO, PA - Duquense, TX - ERCOT, MI - DTE, CA - SCE, SDGE , PGE	Y - follow UIG and DISA	N	N - maintained internally	R, C, I	NA	NA	E/X12,XML	6/18/2004	J.C. Macek III, electric America, Senior EDI coor.	SAS 20
Washington Gas/ Regulatory Affairs and Energy Acquistion - Dist of Columbia	Distributor	G	RGQ D/U/LDC	MD, VA & Dist. Of Columbia	DNK	N	N	NA	Apx. 1 mil	Apx 186K	G/WS,XML,FF	7/8/2004	Andrea Mills, Washington Gas, Section Ldr - Delivery Service Program	Ken Yagelski, Washington Gas, Dept. Head - Regulatory Affairs
Washington Gas/ Regulatory Affairs and Energy Acquistion - MD	Distributor	G	RGQ D/U/LDC	MD, VA & Dist. Of Columbia	DNK	N	N	NA	Apx. 1 mil	Apx 186K	G/WS,XML,FF	7/8/2004	Andrea Mills, Washington Gas, Section Ldr - Delivery Service Program	Ken Yagelski, Washington Gas, Dept. Head - Regulatory Affairs

NAESB TEIS INFORMATION RE(

1	2	3	4	5	13	14	15	16	17		18	19	20	21
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Washington Gas/ Regulatory Affairs and Energy Acquistion - VA	Distributor	G	RGQ D/U/LDC	MD, VA & Dist. Of Columbia	DNK	N	N	NA	Apx. 1 mil	Apx 186K	G/WS,XML,FF	7/8/2004	Andrea Mills, Washington Gas, Section Ldr - Delivery Service Program	Ken Yagelski, Washington Gas, Dept. Head - Regulatory Affairs
Baltimore Gas & Electric Co. - Consumers Services Div	Distributor	E	REQ D/U/LDC	MD	Y - MD's cust. Data exchange closely follows PA, NJ, DE	Y - FREDI guidelines for MD	www.firstregionaledi.org/implementation.html	NA	R - 1 mil C - 115K I - 621	R - 29 C - 659 I - 309	E/X12	7/2/2004	Barbara Wise, BGE, Supplier Systems Analyst	Bill Wolf, BGE, Principla Supplier Systems Analyst
Public Service Electric & Gas	Distributor	E,G	REQ D/U/LDC RGQ D/U/LDC	NJ	Y - FREDI	N	www.pseg.com in third party section	NA	E Apx 2 mil G Apx 1.6 mil	E 5.8k G 23K	E/X12 G/X12	7/1/2004	Mike Kean, PSE&G	Mike Coyle, PSE&G, Regulatory Issues Mgr
Equitable Gas Co. - Gas Mgt	Distributor	G	RGQ D/U/LDC	PA - PUC, WV - PSC, KY - PSC	Y - NAESB 1.6	Y - exchanges data with lrg cust. Within footprint. In some cases those cust. Req data exchange that Equitable Gas has adopted.	Y - NAESB 1.6 data and web site standards for exchanging data	R, C, I	275K	30K	G/WS,X12,XML	7/13/2004	Dennis Moore, Equitable Utilities, Technical Project Mgr	Jerry Moody, Equitable Gas Company, Supr. - Transportation Services
Dominion Retail, Inc.	Supplier	E,G	REQ SUP RGQ SUP	PA, OH, Ill, VA, MD, MA, CT, ME, NC	DNK	N	NA	R, C, I	NA	NA	E/X12 G/X12	7/12/2004	William Caffall, Dominion Retail, Inc., Data Warehouse Analyst	Richard A. Zollars, Dominion Retail, Inc. Dir. Data and Information
Green Mountain Energy Company	Supplier	E	REQ SUP	TX, PA, OH, NJ, NY, FL, OR	Y - In FREDI one superset of EDI. While each Jurisdiction has unique req, they are documented as jurisdiction specific. Each Jurisdiction maintains own guidelines and change control is managed at juris and regional level	N	PA/NJ/MD/DE is http://puc.paonline.com/electric/EDI/edewg download.asp OH is www.puco.ohio.gov/Puco/IndustryTopics/Topic.cfm?doc id=321 VA is www.vaedt.org/openaccess.htm TX is www.ercit.com/TAC/RetailISOAdHocCommittee/Customer/SET/keydocs/Keydocs.htm FREDI is www.firstregionaledi.org/	R, C, I	NA	NA	G/X12,XML	7/13/2004	Brandon S. Siegel, Green Mountain Energy Company, Magr - E-Commerce	SAS 20
Duquesne Light Company - Information Technology	Distributor	E	NA	Electric	Y - Regional North East EDI	Y - GISB	www.customer-choice.com	NA	580K	116K	E/X12	7/15/2004	Christina Navadauskas, Duquesne Light Company, Sr. Analyst	SAS 20

NAESB TEIS INFORMATION RE(

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First Energy (operating companies include Ohio Edison, The Illuminating Co., Toledo Edison, Penn Power, Penelec, MetEd, Jersey Central Power & Light)	Distributor	E	REQ D/U/LDC	OH, PA, NJ, NY	Y - EDI formats complies with other states First Energy operates in	N	Published on respective state governing body website	NA	4.4 mil across 4 states	NA	E/X12	7/15/2004	Tiffanne Cowan, First Energy Corp., Supr - Supplier Services	Ernie Mathie, First Energy Corp., Advanced Business Analyst
EC-Power	Ser. Provider	E,G	REQ Ser. Provider	TX, PA, DE, NY, NJ, DC, MA, MD, OR, IL, CA, CT, ME, MI, OH, VA	See attached	See attached	See attached	See attached	See attached	See attach	See attached	7/13/2004	Cade Burks, EC Power	Laci Trotter, EC Power, Business Solutions Analyst
Customer Choice Operations	Distributor	E	NA	Retail Choice - MI, OH, TX, VA Non retail Choice - AR, IN, KY, LA, OK, TN, Wva	N	N	www.aepcustomer.com/customerchoice/default.htm	NA	Choice - OH 1.5mil, TX 1 mil, VA 565K, Mi 124K Non-choice - 1.8 mil	Choice Switched - OH 1.3K, TX 1 mil	E/X12,XML,WS	7/14/2004	Frederick Strauss, AEP, Sr Restructuring Process Consultant	SAS 20
Energy Services Group	Ser. Provider	E,G	REQ Ser. Provider RGQ Ser. Provider	Any and Everywhere	N	NA	Y - provided to clients who purchse their services	NA	NA	NA	NA	7/15/2004	George Behr, ESG, Director Sales	SAS 20
LADWP	See Attached	See Attach	See Attached	See Attached	See Attached	See Attached	See Attached	See Attach	See Attached	See Attach	See Attached	See Attach	Jim Hormozi, LADWP	SAS 20
National Fuel Gas Distribution Corp. - PA Division	Distributor	G	RGQ D/U/LDC	PA	N	N	www.natfuel.com/marketers/New_format/PaManual.htm Within section of the Co's Gas Transport Operating Procedures	NA	213K	80	G/X12,FF	7/15/2004	Geoff Koplas, National Fuel Gas Distribution, Client Architect	Mike Novak, National Fuel Gas Distribution, Asst. General Mgr
National Fuel Gas Distribution Corp. - NY Division	Distributor	G	RGQ D/U/LDC	NY	N	Y - NY has standardized X12 EDI datasets for various transactions and requires use of GISB EDM for ET	www.dps.state.ny.us/98m0667_current.htm	NA	512K	55K	G/X12,FF	7/15/2004	Geoff Koplas, National Fuel Gas Distribution, Client Architect	Mike Novak, National Fuel Gas Distribution, Asst. General Mgr

NAESB TEIS INFORMATION RE(

1	2	3	4	5	13	14	15	16	17		18	19	20	21
Company Name	Role the organization plays in the retail Market	Electricity, Nat Gas, None	Division, Quadrant, Segment	Jurisdiction	Does Format Knowingly Comply with Other Juris.	Are You Complying With Others	Are Rules Documented	What Retail Markets DU Serve	How Many Cust Served	How Many under Retail Choice	Which Formats should be addressed	Date Completed	Contact Name	Name of Person Completing Survey
D.C. Public Service Commission	NA	E,G	NA	D.C. Public Service Commission	N	N	NA	NA	NA	NA	NA	7/22/2004	Jeffrey V. Conopask, Ph.D., Senior Economist, D.C. Public Service Commission	SAS 20
Old Dominion Electric Cooperative	Ser. Provider	E	NA	NA	Y	N	Y	NA	430K served by 12 COOPS	0	E/X12	7/24/2004	Rick Alston, Old Dominion Electric Coop, Mgr Member Retail Services	SAS 20

Transaction Metadata

Transaction:	e.g. Invoice	**Invoice**
NAESB-Book:	10	**?**
REQ-Use:	Yes	**Yes**
RGQ-Use:	Yes	**Yes**

Proposed Flavors of Trans	e.g.	1	2	3
Flavors:	Bill Ready	**Bill-Ready**	**Rate-Ready**	**Inv-Usage**
Flavor-Code:	BR	**BR**	**RR**	**INVU**

RxQ Approved Trans Formats	e.g.	1	2	3	4
Formats:	X12	**X12**	**FF**		
Format-Set-Code:	810	**810**	**?**		
Date-Approved-By-EC:	2/25/2004	**2/25/2004**	**2/25/2004**		

Comments:

Change Control

By	Date	Description of changes

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Modified: June 17, 2004

Data Dictionary

Legend:
Inv CB BR (SCB BR = Supplier Consolidated Bill Bill-Ready, UCB BR = Utility Consolidated Bill Bill-Ready, SRBO = Single Retailer Billing Option)
Inv CB RR (UCB RR = Utility Consolidated Bill Rate-Ready)
Combo = (I/U Combo = Combination of Invoice CB RR and Usage (New England), I/U/P Combo = Payment (Ohio Gas))

Item #	Business Process Data Element Name	Description	Use: 867	Use: Inv CB BR	Use: Inv CB RR	Use: Combo (I/U/)	Use: 820	Use: Gas 'Flat File'	Use: 248	Use: 568	Condition	Comments and Code Value
1	Balance Returned	Amount (+/-) written off by BP	NU	NU	NU	BC	NU	BC	M	NU		
2	Beginning Reading	Value specifying beginning reading for the metering period.	C	C	C	C	NU	C	NU	NU	Send when Meter Number is sent	
3	Billing Cycle	Cycle number (1-99) on which the bill will be rendered.	NU	NU	BC	BC	M	NU	NU	NU		See governing documents
4	Billing Final Indicator	Indicates whether this is a final bill	BC	M	M	M	NU	M	NU	NU		[Yes, No]
5	Billing Party Entity Common Code ID	Billing Party's DUNS Number or DUNS+4 Number or other mutually-agreed upon number	M	M	M	M	M	NU	M	M		
6	Billing Party Name	Identifies the Billing Party	M	M	M	M	M	NU	M	M		See governing documents
7	Billing Party's Customer Name	End Use Customer Name	M	M	M	NU	M	M	M	M		See governing documents See IL for BR BC;
8	Billing Party's Customer Name Overflow	Additional information used to further identify the Customer	O	O	O	NU	O	O	O	O		See governing documents. (See IL for BR BC)
9	Billing Party's Customer Account Identifier	Customer Account number or SDID assigned by the Billing Party	M	M	M	M	M	M	M	M		
10	Budget Billing Balance Prior to Current Charges	[No description necessary]	NU	BC	BC	NU	NU	NU	NU	NU		See governing documents (See IL for CBBR, VA for CBRR)
11	Budget Billing Indicator	Identifies whether or not the Customer is on a budget billing plan	NU	BC	BC	NU	NU	BC	NU	NU		See governing documents (See IL for CBBR, VA for CBRR) [Yes, No] RGQ: Yes, [void]
12	Budget Billing information	Text used to inform customer of difference between budget amounts paid and accrued amount outstanding	NU	BC	NU	NU	NU	NU	NU	NU		See governing documents (See IL for CBBR, VA for CBRR)
13	Credit/Debit Identifier	Indicates whether the amount is positive or negative	NU	NU	NU	M	M	M	M	M		???
14	Customer	The date the customer's payment was	NU	M	M	M	M	M	NU	M		

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Item #	Business Process Data Element Name	Description	Use: 867	Use: Inv CB BR	Use: Inv CB RR	Use: Combo (I/U/)	Use: 820	Use: Gas 'Flat File'	Use: 248	Use: 568	Condition	Comments and Code Value
	Payment Posting Date	posted										
15	Date Bill Issued to Customer	Date the Customer bill was issued	NU	NU	M	NU	NU	NU	NU	NU		
16	Discount Amount	The amount of discount the Billing Party is entitled to for Assuming the Receivable	NU	BC	BC	BC	M	NU	NU	NU?		
17	Document Due Date	The last date that Non-Billing Party information will be accepted by the Billing Party for inclusion on the bill	BC?	NU	NU	NU	NU	NU	NU	NU		
18	Ending/Single Reading	The ending reading or single reading for metering period.	C	C	C	C	NU	C	NU	NU	Send when Meter Number is sent	
19	Funds Transfer Date	The date the Payor intends for the transaction to be settled	NU	M	M	BC	M	NU	NU	NU		
20	Invoice Due Date	Customer payment due date	NU	NU	M	NU	NU	NU	NU	NU		
21	Line Item C/A Amount	Dollar amount (credit or debit) for the charge.	NU	M	M	M	NU	M	M	NU		
22	Line Item C/A Category	Identifier for the class of charge; see UIG and governing documents for codes	NU	M	M	M	NU?	M	NU	?		[Adjustment, Budget, Late Payment, Miscellaneous, Payment Plan Charge] plus other governing standards codes
23	Line Item C/A Description	Text description for Line Item C/A that will print on the customer's bill	NU	BC	NU	NU	NU	NU	NU	NU		kW, kWh, therms, ccf, mcf, late payment charge, non-energy charge
24	Line Item C/A Indicator	A code indicating whether the Line Item Charge or Allowance is an allowance (credit), charge (debit) or no charge to the customer	NU	M	M	M	NU	M	NU	NU		Allowance, Charge, No Charge
21	Line Item C/A Quantity	Usage	M	BC	BC	M	NU	M	NU	NU		
25	Line Item C/A Rate	NBP rate identifier	NU	NU	BC	BC	NU	M	NU	NU		Useful in RR as confirmation of proper NBP rate.
26	Line Item C/A Summary Level	Indicates if the data is summarized by Account, Rate, SDID, Un-metered, or Meter.	M	M	M	M	NU	NU	NU	NU		Account, Rate, SDID, Un-metered, Metered
27	Line Item C/A Unit of Measure	Unit of measure for quantity	M	BC	BC	BC	NU	NU	NU	NU		[kW, kWh, therms, ccf, mcf] Only when line item has a measure
28	Measurement Reference ID	Identifies the category to which the measurement applies.	C	NU	NU	C	NU	NU	NU	NU	Send when Meter Number is sent	Meter reading- beginning / ending actual Meter reading-

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Modified: June 17, 2004

Item #	Business Process Data Element Name	Description	Use: 867	Use: Inv CB BR	Use: Inv CB RR	Use: Combo (I/U/)	Use: 820	Use: Gas 'Flat File'	Use: 248	Use: 568	Condition	Comments and Code Value
												beginning actual / ending estimated Actual Total Meter reading as billed Meter reading- beginning estimated / ending actual Meter reading- beginning estimated / ending estimated
29	Meter Change Out Date	Used in conjunction with either the Service Period Start Date or the Service Period End Date to indicate when a meter has been replaced.	C	C	C	C	NU	NU	NU	NU	Send when Report Type Code is 'KJ'	
30	Meter Multiplier	Represents the number of units that are reflected by one dial or digit increment.	C	C	C	C	NU	C	NU	NU	Send when Meter Number is sent	
31	Meter Number	Serial number of this specific meter (may have multiple meters).	C	C	C	C	NU	M	NU	NU	Send when Line Item C/A Summary Level is METER	
32	Meter Role	Effect of consumption on summarized total.	C	NU	NU	M	NU	NU	NU	NU	Send when Line Item C/A Summary Level is METER	Subtractive (consumption subtracted from summarized total); Additive (consumption contributed to summarized total - do nothing); Ignore (consumption did not contribute to summarized total - do nothing).
33	Monetary Amount	The positive dollar amount being sent to the NBP. This amount should sum to the individual amounts in detail.	NU	M	M	M	M	NU	NU	NU		
34	Money Collected	Payments / Credits applied (+/-)	NU	M	NU	BC	M	M	NU	M		GAS:USE FOR PAYMENT ONLY
35	NBP Balance, as of Last Billing	Amount due on the previous bill	NU	BC	BC	NU	NU	NU	NU	NU		See governing documents
36	NBP Balance, Prior to Current Charges	Also known as Non-Billing Party Arrears	NU	BC	BC	M	NU	M	NU	NU		See governing documents
36	NBP Rate Class	[No description necessary]	NU	BC	NU	NU	NU	NU	NU	NU		See TX
38	NBP Rate Code	Code that identifies how to calculate NBP	NU	NU	M	M	NU	M	NU	NU		See TX for BR BC

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Modified: June 17, 2004

Item #	Business Process Data Element Name	Description	Use: 867	Use: Inv CB BR	Use: Inv CB RR	Use: Combo (I/U/)	Use: 820	Use: Gas 'Flat File'	Use: 248	Use: 568	Condition	Comments and Code Value
		charges										
39	NBP Rate Subclass	[No description necessary]	NU	BC	NU	NU	NU	NU	NU	NU		See TX
40	Non-Billing Party Entity Common Code ID	Non-Billing Party DUNS Number or DUNS+4 Number or other mutually-agreed upon number	M	M	M	M	M	M	M	M		
41	Non-Billing Party Name	Identifies the Non-Billing Party	M	M	M	M	M	NU	M	M		
42	Non-Billing Party's Account Identifier	Customer Account number or SDID assigned by the Non-Billing Party	BC	BC	BC	M	BC	NU	BC	BC	BR: sent if previously received by Non-Billing Party	
43	Number of Dials / Digits	Identify the number of meter dials or digits on the meter	C	NU	NU	C	NU	NU	NU	NU	Send when Meter Number is sent	Needed to determine usage if meter reading rolls over during the billing period. Number of dials on the meter displayed as the number of dials to the left of the decimal, a decimal point, and number of dials to the right of the decimal.
44	Original Reference Number	The unique number assigned to the original document. When a transaction is cancelled, the Original Reference Number is used as a trace number.	C	C	C	C	NU	NU	NU	NU	Mandatory when Purpose is 'Reversal' or 'Cancellation'	
45	Party Calculating Bill	Code that identifies which party calculates the NBP charges	BC	BC	BC	NU	M?	NU	?	?		[Distribution Company, DUAL, Supplier]
46	Party Sending Bill	Code that identifies which party sends the bill	BC	BC	M	BC	M?	NU	?	?		[Distribution Company, DUAL, Supplier]
47	Payment Adjustment Type	A code to indicate the type of payment or adjustment	NU	M	M	M	M	M	NU	NU		[Adjustment, Payment on Account]
48	Payment Format Identifier	Identifies the payment format to be used	NU	BC	BC	BC	M	NU	NU	NU		CTX; CCP; PBC
49	Payment Method Identifier	Identifies the method for transmitting the payment	NU	BC	BC	BC	M	NU	NU	NU		ACH or Check
50	Power Factor	Relationship between watts and volt - amperes necessary to supply electric load	C	C?	C?	C?	NU	NU	NU	NU	Send when Meter Number is sent and Service Type is Electric	
51	Primary Metering Indicator	Indicates that the customer has primary metering	?	NU	NU	M	NU	NU	NU	NU	Retail customer is metered at a primary voltage level and is entitled to high voltage discount	[Yes, No]
52	Purpose	Reason for sending this information	M	M	M	M	M?	NU	M	M		Original, Cancellation, Reversal, Reissue

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TEIS Data Dictionary for Bill Ready and Rate Ready.doc 5/05/04

Item #	Business Process Data Element Name	Description	Use: 867	Use: Inv CB BR	Use: Inv CB RR	Use: Combo (I/U/)	Use: 820	Use: Gas 'Flat File'	Use: 248	Use: 568	Condition	Comments and Code Value
53	Reference Number	Unique number identifying this transaction and created by the originator of this transaction	M	M	M	M	M	NU	M	M		
54	Report Type Identifier	Identifies whether usage is being reported or a meter is being changed.	M	M	M	M	NU	NU	NU	NU		Usage or Change-out Proposal Data Meter Change-out when Meter Agent Changes - Monthly Usage (tells the receiver that this is a partial usage statement. The billing agent must sum the KJ usage and the DD usage to calculate the bill.)
55	Service address	Customer's service address that may not be the Customer's Mailing Address	NU	BC	NU	NU	NU	M	NU	NU		See governing documents (See IL)
56	Service Period End Date	Current Meter Reading Date	M	M	M	M	NU	M	NU	NU		
57	Service Period Start Date	Previous Meter Reading Date	M	M	M	M	NU	M	NU	NU		
58	Service Type	Indicates type of service rendered	M	M	M	M	M	NU	M	M		[Electric, Gas]
59	System Date	Date the transaction was generated	M	M	M	M	M	M	M	M		
60	Taxes	A taxable amount transmitted to the non-taxing Party	NU	BC	BC	BC	NU	BC	NU	NU		
61	Text message by the Non-Billing Party	A text message the NBP wants to appear on the customer's bill	NU	BC	NU	NU	NU	NU	NU	NU		
62	Total Budget Balance	[No description necessary]	NU	NU	BC	NU	NU	NU	NU	NU		(See FREDI)
63	Total Non-Billing Party Account Balance	[No description necessary]	NU	NU	M	M	NU	M	NU	NU		
64	Total Non-Billing Party Current Charge	[No description necessary]	NU	M	M	M	NU	M	NU	NU		
65	Transformer Loss Multiplier		C	C	C	C	NU	NU	NU	NU	Send when Meter Number is sent	When a customer owns a transformer and the transformer loss is not measured by the meter.
66	Usage Cross Reference Number	The cross-reference number originally transmitted with the usage information	M	M	M	NU	NU	NU	NU	NU		
67	Usage Indicator	Indicator distinguishes between estimated	M	BC	BC	M	NU	M	NU	NU		Actual or estimated

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Item #	Business Process Data Element Name	Description	Use: 867	Use: Inv CB BR	Use: Inv CB RR	Use: Combo (I/U/)	Use: 820	Use: Gas 'Flat File'	Use: 248	Use: 568	Condition	Comments and Code Value
		usage and actual usage										

??RK: need to compare to WGQ data element names and descriptions and develop interval usage data elements

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Code Values

Code	Code Value	Code Value Description	Code Value Definition
Adjustment Indicator Code		Yes	
Adjustment Indicator Code		No	
Bill Action Code		Memorandum	
Bill Action Code		Original	
Bill Action Code		Cancellation	
Bill Action Code		Reversal	
Bill Action Code		Reissue	
Bill Action Code		Memorandum	
Bill Action Code		Final Bill	
Billing Option		Utility Consolidated	
Billing Option		Supplier Consolidated	
Billing Option		Dual	
Category of Charge		Yes	
Category of Charge		No	
Charge Description		KW	
Charge Description		KWH	
Charge Description		Therms	
Charge Description		CCF	
Charge Description		MCF	
Charge Description		Late Payment Charge	
Charge Description		Non-energy Charge	
Charge or Credit Indicator		Allowance	
Charge or Credit Indicator		Charge	
Charge or Credit Indicator		No Charge	
Service or Type		Electric	
Service or Type		Gas	
AdjChgCredInd		Charge	
AdjChgCredInd		Credit	
ApplTxChgCredInd		Charge	
ApplTxChgCredInd		Credit	
ApplTxInd		Yes	
ApplTxInd		No	

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1 – EXECUTIVE SUMMARY

The RGQ/REQ Electronic Delivery Mechanism (RXQEDM) establishes standards for the assembly and packaging of electronic transactions used in NAESB retail energy markets. The RXQEDM does not define specific transaction standards, but rather the standards for how transactions are formatted to send to trading partners.

RXQEDM standards focus on the contents of packages sent using Internet ET, rather than on how to send them.

This document is a high-level guide to implementing various technologies necessary to communicate transactions and other electronic data using standard protocols. As such, this guide is not intended to be a comprehensive, in-depth manual.

About NAESB. The North American Energy Standards Board (NAESB) Retail Electric Quadrant (REQ) and Retail Gas Quadrant (RGQ) have developed standards for electronic commerce over the Internet. NAESB electronic commerce standards establish a foundation for the rapid, reliable, and safe transportation of electronic information between NAESB trading partners.

REASONS FOR USING RXQEDM

RXQEDM provides an important set of standards for the exchange of information and data that defines conventions and standards for use in EDI, Flat-files, XML, Web Electronic Bulletin Boards (EBB), and Web services. RXQEDM DOES NOT overlap with Internet ET standards, rather complements them. RXQEDM provides:

Standardized Processes. RXQEDM standardizes how electronic transaction packages are assembled, regardless of the business process, the trading partner, or the energy quadrant. ??insert e.g. here

Audit Trails. Where possible, RXQEDM facilitates better audit trails, enabling better controls and less errors. For example, the use of acknowledgements is critical to successful operations. The RXQEDM details use of X12 acknowledgement standards for EDI transactions to assure reliable operations.

KEY ASSUMPTIONS

This document makes the following assumptions:

- **Platform Independence.** An RXQEDM implementation can communicate with all trading partners in the energy industry, regardless what hardware, operating system and programming languages trading partners use.
- **Open Standards.** RXQEDM uses open standard technologies to provide flexibility and scalability.
- **Importance of the Technical Exchange Worksheet (TEW)**. NAESB business processes rely on the exchange of technical information between trading partners to establish and maintain reliable RXQEDM production. The information in the RXQEDM TEW complements the information contained in the Internet ET TEW. A sample TEW is

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included in Appendix C??. The TEW may be a part of a Trading Partner Agreement (TPA).

- **Testing With RXQEDM Trading Partners.** Since the RXQEDM is not platform-specific, testing with other trading partners on a variety of platforms is very important in ensuring that each RXQEDM application is compatible with a range of platforms used by various trading partners.
- **Use of Internet ET For Transport.** The RXQEDM does not overlap with the Internet ET standards. Internet ET focuses on the physical movement of transactions from one entity to another. RXQEDM focuses on how the transactions are formatted, and ??.
- **No Transaction Standards.** The RXQEDM does not define transaction standards. For example, the 810 Invoice transaction is found in the corresponding quadrant standard book, not the RXQEDM. The exception to this are transactions used for acknowledgments, such as the X12 997 FA transaction.

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2 – VERSION HISTORY

1.0b1 1/23/2004

[beta DRAFT: This is the first draft version of the initial release of the Retail Gas/Electric Quadrant-Specific Electronic Delivery Mechanism standard (RXQEDM)]

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3 – INTRODUCTION

The North American Energy Standards Board (NAESB) is a voluntary non-profit organization comprised of members from all aspects of the greater gas and electric industries. The NAESB mission is to take the lead in developing and implementing standards across the industry to simplify and expand electronic communication, and to streamline business practices. The vision of NAESB is a seamless North American marketplace for energy, as recognized by its customers, the business community, industry participants and regulatory bodies.

NAESB RXQ Electronic Delivery Mechanism (RXQEDM) standards are used by the Retail Electric Quadrant (REQ) and the Retail Gas Quadrant (RGQ) for the security, reliability, and standardization of electronic delivery of transactions and other information between trading partners. These standards are designed to work in concert with the NAESB Internet ET standards, and with each standards book developed by NAESB REQ and RGQ business subcommittees.

Scope of NAESB Standards

NAESB Standard	Scope	
Internet Electronic Transport (10.y.z)	TCP/IP, HTTP, HTTP POST SSL Encryption OpenPGP/PGP Encryption/Decryption MIME	
REQ/RGQ Quadrant-specific Electronic Delivery Mechanism (RXQEDM) (11.y.z)	X12 EDI Conventions Batch Flat-files Interactive Flat-files Electronic Bulletin Board	Informational Postings Web/HTML Web Services XML
Business Process Standards (e.g. Billing, Nominations, etc) (x.3.z)	Data Dictionaries Code Values X12 Transactions Sets (e.g. 810, 820, etc) XML Schemas	

NAESB recognizes that as the energy industry evolves and uses NAESB standards, additional and amended NAESB standards will be necessary. Any industry participant seeking additional or amended standards (including principles, definitions, standards, data elements, process descriptions, technical implementation instructions) should submit a request detailing the change to the NAESB office so that the appropriate process may take place to amend the standards.

TAB 1 Version Notes

Contains notes about this version, and, if appropriate, a brief summary of changes from the immediately preceding version.

TAB 2 Introduction

Provides a background statement about NAESB's Mission and the underlying concepts behind the design and use of this guide.

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TAB 3 Executive Summary

Provides a brief outline of the industry business situation which is the basis for development of this guide.

TAB 4 Business Process & Practices

Provides a brief overview of the business process and the NAESB-approved principles, definitions and standards related to the business process covered by this guide.

TAB 5 Related Standards

Provides a reference to any related standards.

TAB 6 Technical Implementations

EDI/EDM – Provides an overview of the business process for EDI/EDM.

FF/EDM – Provides an overview of the business process for FF/EDM.

Batch FF/EDM – Provides an overview of the business process for batch FF/EDM.

Interactive FF/EDM – Provides an overview of the business process for Interactive FF/EDM.

XML/EDM – Provides an overview of the business process for XML.

TAB 7 Testing Guidelines

Provides guidelines for testing RXQEDM standards.

TAB 8 Appendices

??Appendix A – Reference Guide

Appendix B – RXQEDM FAQ

Appendix C – Sample RXQEDM Technical Exchange Worksheet (QTEW)

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4 – BUSINESS PROCESS AND PRACTICES

A. OVERVIEW

Role of RXQEDM in NAESB REQ and RGQ Quadrants

Many business processes defined by the retail NAESB Quadrants (RGQ, REQ) require the exchange of transactions and transaction data. The RXQEDM, in concert with the Internet ET, enables NAESB parties to securely and reliably exchange transactions over the Internet.

The RXQEDM details standards that fill the gaps between the transaction standards defined in the business process books, and the physical transport standards defined in the Internet ET standards. The contents of RXQEDM electronic packages are created using the standards defined in this document.

??more here about protocols and conventions

Version 1.0 of the RXQEDM standard incorporates many of the EDM standards found in the NAESB WGQ EDM v1.7.

The NAESB Internet ET standards do not care what is inside the electronic package being sent. The RXQEDM is designed to extend those standards by defining standards to be used in the assembly of the package contents.

For example, RXQEDM standards detail envelope information required for X12 EDI transactions. This ISA/GS envelope information assures that the contents of the EDI transactions are delivered to the proper program and/or business entity, while also providing valuable audit trail information. This level of information is NOT required by Internet ET, nor is it detailed in standards defined by the business subcommittees. RXQEDM X12 EDI standards apply to ALL EDI transactions used by the retail quadrants.

Roles in RXQEDM

In most RXQ business process life-cycles, one party sends transactions, and the other party receives the transactions. The party sending the package is referred to as the Sender or Client, and the party receiving the package is referred to as the Receiver or Server.

NAESB business processes often require that parties act in both the Sender and Receiver roles. For example, once the Receiver of a payload file of Bill-ready Usage has successfully processed the payload, they switch to the Sender role to send Invoices back to the original Sender. RXQEDM implementations generally need to implement both Sender and Receiver capabilities.

The standards adopted for RXQEDM should be adhered to by the trading parties as minimum standards. A trading party may offer additional functions or features as options but should not require their use. Such additional features or functions are termed ‘mutually agreed to’. If both trading partners agree on the inclusion, the additional feature requirements will be met. If either trading party does not agree to the inclusion of additional features, then the partners must allow for transmission and receipt of data using the minimum standards.

To establish an RXQEDM trading partnership with another company, a company needs to

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exchange technical information about their RXQEDM implementation. This may include:

- Contact information
- Common Code Identifiers (e.g. DUNS number)
- ISA/GS Data for X12 EDI

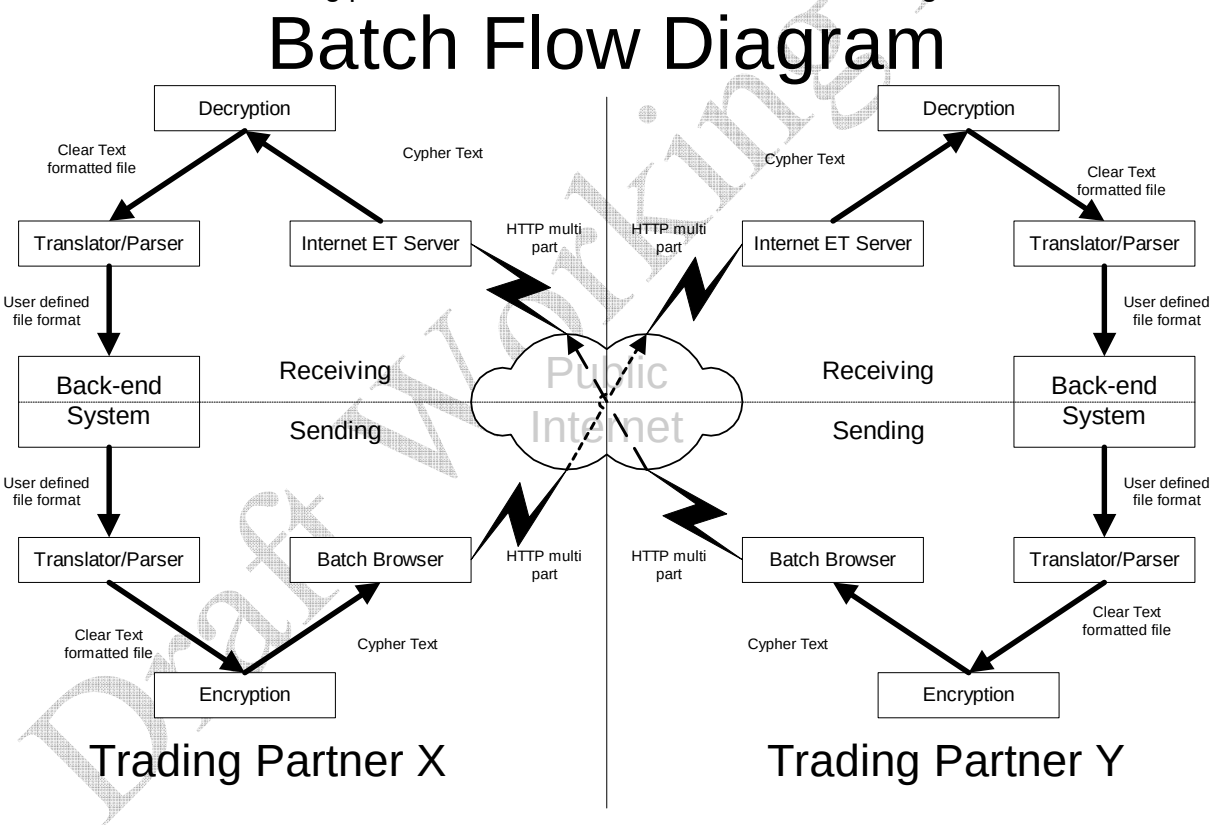
This may be exchanged using a Technical Exchange Worksheet (TEW). A sample TEW for RXQEDM information is in Appendix C??. In some cases, this information may be exchanged with a Trading Partner Agreement.

Internet ET Communications

The default electronic transport communications protocol for exchanging electronic information is the NAESB Internet ET.

Automated Batch Flow Diagram

Business processes can be designed with both manual and automated process flows. The flow of data to and from trading partners in an automated environment is diagrammed below.



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B. GENERAL STANDARDS

There are no general standards defined by RXQEDM. Related general standards are found in the 'Related Standards' tab.

C. RXQEDM STANDARDS

Principles:

[11].1.1 RXQEDM~~NAESB~~ standards do not pick winners, but rather create an environment where the marketplace can dictate a winner(s) (4.1.2).

Although similar to Internet ET and WGQ EDM standards, [11].1.1 enables RXQEDM to be autonomous from other standards.

[11].1.2 RXQEDM solutions should be cost effective, simple and economical (4.1.3).

[11].1.3 RXQEDM solutions should provide for a seamless marketplace for energy (4.1.4).

[11].1.~~4~~5 Electronic communications between parties to the transaction should be done on a non-discriminatory basis, whether through an agent or directly with any party to the transaction (4.1.7).

~~[11].1.6 Protocols and tools used by parties should be 'Internet-compatible' (4.1.12x).~~

~~[11].1.7 Markets should use standard policies and guidelines for testing (4.1.14).~~

[11].1.~~5~~10 Trading Partners should mutually select and use a version of the NAESB RXQEDM standards under which to operate, unless specified otherwise by government agencies. Trading Partners should also mutually agree to upgrade or adopt later versions of RXQEDM standards as needed, unless specified otherwise by government agencies (4.1.39).

~~??~~[11].1.~~6xx~~ Market participants should post clear and precise business processing rules at a designated site, and/or in writing upon request (4.1.9).

[11].1.~~7xx~~ There should be at least one standard automated computer-to-computer exchange of transactional data for each defined transaction data exchange format (4.1.10).

[11].1.~~8xx~~ Transaction content and usage should reasonably correspond to defined data dictionaries regardless of mechanism, e.g. FF/EDM, EDI/EDM, etc. (4.1.34x).

[11].1.~~9xx~~ Automated business processes should use Internet ET regardless of format chosen, e.g. FF/EDM, EDI/EDM, etc. (4.1.35). ??VAN

Definitions

[11].2.~~1xx~~ 'RXQEDM'. ~~is the~~ Electric Delivery Mechanism standards for the NAESB RGQ and REQ quadrants that govern package payload file contents, including X12 EDI, Flat-file and other formats.

~~[11].2.xx 'Trading Partner' is a party that enters into an agreement with another party to transact business electronically using NAESB standards (4.2.22x).~~

~~[11].2.xx 'Originating party' is any party originating/creating an RXQEDM package. This could be a third-party (4.2.23x).~~

~~[11].2.xx 'Third-Party' is any organization that a trading party uses to provide services to comply with the required elements of the RXQEDM (4.2.24x).~~

~~[11].2.xx 'Receiving Party' is the party that receives transactions from a trading partner (4.2.25x).~~

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~~[11].2.xx 'Trading Partner Agreement', or 'TPA' is a legal agreement between trading parties. The TPA often dictates service level agreements and problem remediation processes. The TPA may include technical exchange information such as URLs, etc. (4.2.26x).~~

[11].2.2~~xx~~ "EDI/EDM". ~~is t~~The term used to describe ANSI ASC X12 computer-to-computer electronic data interchange of information in files as mapped from the x.4.z RXQ standards in the NAESB RXQ Implementation Guides and communicated between trading partners over the Internet using the NAESB Internet ET (4.2.11x).

[11].2.3~~xx~~ "Translator", ~~is A~~a program or set of programs that process the contents of EDI/EDM payloads, applying ANSI X12 and other standards, and transform~~sing~~ the information to other formats (4.2.6x).

FF/EDM Definitions:

[11].2.4~~xx~~ 'Flat-file'. An RXQEDM Flat-file is an ASCII comma-separated-value (CSV) file with the characteristics as defined in the RXQEDM standards.

[11].2.5~~xx~~ 'FF/EDM'. ~~is t~~The term used to describe a standardized flat-file electronic data interchange of information in files as mapped from the x.4.z RXQ standards (4.2.12x).

[11].2.6~~xx~~ 'Batch Flat-file'. ~~is t~~The term used within the FF/EDM to describe the automated computer-to-computer transfer of Flat-files (4.2.18x).

[11].2.7~~xx~~ 'Interactive Flat-file'. ~~T is t~~he term used within the FF/EDM to describe the transfer of Flat-files using an interactive browser (4.2.19x).

Testing Definitions:

??revisit

[11].2.xx 'Business Rule Change'. Any change in: A) the presence and/or the acceptable content of a data element sent by the changing party, B) a new business response to an accepted data element received by the changing party; C) a new business response to the acceptable content of a data element received by the changing party; D) a new intended business result. (WGQ EDM cross-reference 4.3.87)

[11].2.xx Testing between trading partners includes testing of: (A) intended business results, (B) proposed electronic transport, including security, enveloping, cryptography; and (C) electronic delivery mechanisms (xxx/EDM), including data validity, standards compliance, etc. (4.2.20).

~~**Related Definitions from Internet ET:**~~

~~[10].2.12 'Electronic Package'. A data stream from one party to another using the NAESB Internet ET protocols that includes payload files of transactions or status information.~~

~~[10].2.19 'Internet EDM'. The GISB and NAESB WGQ standards up to and including Version 1.7. 'Internet ET' and 'RXQEDM' standards are derived from these EDM standards.~~

~~[10].2.23 'Exchange Failure'. An exchange failure is when a sending party's NAESB RXQEDM server has had continual protocol failures over a thirty-minute period. Each party is required to try at least 3 times over the thirty-minute minimum/two-hour maximum period before flagging an exchange failure.~~

~~[10].2.24 'QEDM'. Quadrant-specific Electronic Delivery Mechanism; the set of standards for~~

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~~each NAESB quadrant that define the EDM standards for EDI, Flat-files, electronic bulletin boards, and other technologies. The QEDM excludes electronic transport practices and standards. The QEDMs were derived from the GISB and NAESB WGQ Internet EDM standards.~~

~~[10].2.25 '??Receipt'. The HTTP Response sent from the Receiver to the Sender that includes the 'gisb-acknowledge-receipt' section with a timestamp and OK/error status.??Should this be 'ET Receipt' to differentiate from other receipts?~~

~~[10].2.29 'Technical Exchange Worksheet' or 'TEW'. A document or worksheet used to communicate important information related to the technical implementation of RXQEDM; includes information such as ??ISA/GS, etc~~

Other Terms Used in this document:

'Payload Files'. Files packaged according to RXQEDM standards. These files are the 'payload' of an Internet ET package transfer.

'IETF'. Internet Engineering Task Force; a body of technical experts that set standards, known as Requests for Comments (RFC), for the Internet.

'Receiver'. The party that receives an RXQEDM Electronic Package.

'Sender'. The party that sends an RXQEDM Electronic Package.

Standards:

[11].3.1 RXQEDM relies on the NAESB Internet ET to enforce the privacy, authentication, integrity, and non-repudation (PAIN) security principles. 19

[11].3.2 All RXQEDM payloads should be encrypted with a minimum 128-bit key when sent on unsecured networks (Internet). This encryption is built into transportation using the NAESB Internet ET. Where other transport options are used, a 128-bit Secure Sockets Layer (SSL) encryption should be used (4.3.83). 19

[11].3.3 Trading partners should retain transactional data for at least 24 months for audit purposes. This data retention requirement does not otherwise modify statutory, regulatory, or contractual record retention requirements (4.3.4). 19

[11].3.4 Timestamps that indicate the time transactions were received by a party should be the 'time-c' timestamp from the Internet ET Response (4.3.8). 19

[11].3.5 RGQ and REQ require the use of the Internet ET Response 'time-c-qualifier' data element to identify the time-zone of the Receiver's timestamp (4.3.9). 19

[11].3.6 Timestamps used within RXQEDM transactions should be generated using clocks that are synchronized with the localized prevailing National Institute of Standards and Technology (NIST) time to mitigate discrepancies between the clocks of the Sender and Receiver. Computer clocks should be synchronized as often as necessary to ensure a+/- 5 second variance with an atomic clock. Specific business processes may have tighter synchronization requirements (4.3.10x). 19

[11].3.7 RXQEDM 'date' data elements should be formatted as YYYYMMDD (4.2.80). 20

[11].3.8 RXQEDM 'time' data elements should be specified in a 24 hour format, formatted as HH:MM or HH:MM:SS (4.2.80). 20

[11].3.9 RXQEDM 'date/time' data elements that have date and time expressed in one data

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element should be formatted as YYYYMMDD HH:MM or YYYYMMDD HH:MM:SS, with exactly one space between the day (DD) and the hour (HH) (4.2.80). 20

[11].3.10 Where they exist for the same business function, Flat-files, EDI and other EDMs should use the same nomenclature for data set names, data element names, code values and/or code value descriptions, abbreviations and message text. (4.3.47) 20

[11].3.11 Trading partners should use common codes for legal entities for RXQEDM envelope data elements (4.3.56x, 4.3.21??). 20

[11].3.12 Requests for standardization of additional services and/or data elements should be submitted to the appropriate NAESB quadrant Executive Committee (4.3.67) 20

[11].3.13 To the extent that multiple EDMs are used (e.g. EDI or Flat-files), the same business result should occur (4.3.86). 20

[11].3.14 NAESB is a member of ANSI and will strive to remain fully-compliant with ANSI ASC X12 standards. 21

[11].3.15 RXQ EDI standards are X12 compliant. 21

[11].3.16 Where the X12 standard does not fully meet a need, NAESB will add interim usages and code values when required. When used, NAESB will submit interim usage/code values to ANSI and the appropriate ANSI organizations for acceptance of the interim solution. ANSI's final solution may provide a usage or code value different from the interim solution. NAESB standards will be updated to reflect the final solution. 21

[11].3.17 EDI Translators generate the ASC X12 file, including control numbers and counts that will appear within the ISA/IEA outer envelope segments, and within the GS/GE inner envelope segments. 21

[11].3.18 The ISA is the interchange control segment to be used on all NAESB X12 standards.21

[11].3.19 The Receiver must send a 997 FA for each X12 file received. 23

[11].3.20 The 997 should be sent within 1 business dayof receipt of the X12 file. 23

[11].3.21 Without Internet ET, the 997 timestamp is the official receipt timestamp. When Internet ET is used, the Internet ET receipt timestamp is the official receipt timestamp.23

[11].3.xx FF/EDM records are separated by a carriage return/line feed (CRLF or \r\n or ASCII 10 and 13) (4.2.80). 24

[11].3.xx The first record of an FF/EDM Flat-file should be the standard abbreviations for RXQ data elements in the order the corresponding data appears in subsequent rows. The data element order is at the option of the sender (4.3.81) 24

[11].3.xx If an FF/EDM Flat-file data element abbreviation is not recognized, the entire Flat-file should be rejected(4.2.80). 24

[11].3.xx Each transaction (e.g. Enrollment) should be contained in a single FF/EDM Flat-file record (4.2.82). 24

[11].3.xx FF/EDM data elements are separated by commas (4.2.80). 24

[11].3.xx FF/EDM data elements that may contain a comma should be enclosed by double-quotes (4.2.80). 24

[11].3.xx FF/EDM data elements should not contain double-quotes (4.2.80). 24

[11].3.xx FF/EDM data elements that contain negative numbers should have the minus sign

precede the number (4.2.80). 24

[11].3.xx FF/EDM data elements that contain decimal precision should include the decimal point within the data element (4.2.80). 24

[11].3.xx FF/EDM data elements that contain numeric data with one or more significant leading zeros should preserve these zeros within the data element (4.2.80). 24

[11].3.xx FF/EDM 'date', 'time', and 'date/time' data elements should conform to RXQEDM and ISO standards: date=YYYYMMDD, time=HH:MM:SS, date/time=YYYYMMDD HH:MM:SS (4.2.80). 24

[11].3.xx FF/EDM data elements should be no longer than 256 characters (4.2.80). 25

[11].3.xx FF/EDM data elements that are empty or NULL should result in two delimiters next to each other, with no blank spaces between the delimiters (4.2.80). 25

[11].3.xx FF/EDM Flat-files should not contain mixed record formats in a single file (e.g. a single file with both Enrollments and Invoices). 25

[11].3.xx FF/EDM payloads should be encrypted prior to Internet transport. 25

[11].3.xx Transactions sent using FF/EDM should produce the same business result as other EDMs (e.g. EDI/EDM). 25

[11].3.xx When a party changes the business rule(s) it will apply to documents, it should notify its trading partners at least two weeks in advance of the change(s). The notification should include identification of the data element(s) that are changing, the intended business result of such change(s) in the business rule(s), and the scheduled effective date of such change(s) (4.3.87). 27

[11].3.xx Trading partners implementing Business Rule Changes should provide testing of change(s) during at least a two-week time period prior to the effective date of the change(s) (4.3.87). 27

[11].3.xx Trading partners are permitted to cancel or postpone scheduled changes. Notice of cancellation or postponement should be provided to trading partners at least one business day prior to the scheduled effective date (4.3.87). 27

~~[11].3.xx RXQEDM relies on the NAESB Internet ET to enforce the privacy, authentication, integrity, and non-repudation (PAIN) security principles. 18~~

~~[11].3.xx All RXQEDM payloads should travel across unsecured networks (Internet) encrypted with a minimum 128-bit key. This encryption is built into transportation using the NAESB Internet ET. Where other transport options are used, a 128-bit Secure Sockets Layer (SSL) encryption should be used (4.3.83). 18~~

~~[11].3.xx Trading partners should retain audit trail data for at least 24 months. This data retention requirement does not otherwise modify statutory, regulatory, or contractual record retention requirements (4.3.4). 18~~

~~[11].3.xx Timestamps that indicate the time transactions were received by a party should be the 'time-c' timestamp from the Internet ET Response (4.3.8). 18~~

~~[11].3.xx RGQ and REQ require the use of the Internet ET Response 'time-c-qualifier' data element to identify the time-zone of the Receiver's timestamp (4.3.9). 18~~

~~[11].3.xx Timestamps used within RXQEDM transactions should be generated using clocks that are synchronized with the National Institute of Standards and Technology (NIST) time to mitigate discrepancies between the clocks of the Sender and Receiver. Computer~~

clocks should be synchronized as often as necessary to ensure at +/- 5 second variance with an atomic clock. Specific business processes may have tighter synchronization requirements (4.3.10x). 18

[11].3.xx ??[reword or strike]On time stamping, data leaves control of the originator by the same time (deadline), regardless of mechanism (3rd party service provider time stamp is acceptable) and 15 minutes of communication time should be available to allow accumulation of all transactions to the pipeline. A standard network protocol (TCP/IP) should be in service for direct connect to the pipeline designated site (4.3.2). 19

[11].3.xx RXQEDM 'date' data elements should be formatted as YYYYMMDD (4.2.80). 19

[11].3.xx RXQEDM 'time' data elements should be specified in a 24 hour format, formatted as HH:MM or HH:MM:SS (4.2.80). 19

[11].3.xx RXQEDM 'date/time' data elements that have date and time expressed in one data element should be formatted as YYYYMMDD HH:MM or YYYYMMDD HH:MM:SS, with exactly one space between the day (DD) and the hour (HH) (4.2.80). 19

[11].3.xx Where they exist for the same business function, Flat-files, EDI and other EDMs should use the same nomenclature for data set names, data element names, code values and/or code value descriptions, abbreviations and message text. (4.3.47) 19

[11].3.xx Trading partners should use common codes for legal entities for RXQEDM envelope data elements (4.3.56x, 4.3.21??). 19

[11].3.xx Requests for standardization of additional services and/or data elements should be submitted to the appropriate NAESB quadrant Executive Committee (4.3.67). 19

[11].3.86 To the extent that multiple EDMs are used (e.g. EDI or Flat-files), the same business result should occur (4.3.86). 19

[11].3.xx NAESB is a member of ANSI and will strive to remain fully-compliant with ANSI ASC X12 standards. 20

[11].3.xx RXQ EDI standards are X12 compliant. 20

[11].3.xx Where the X12 standard does not fully meet a need, NAESB will add interim usages and code values when required. When used, NAESB will submit interim usage/code values to ANSI and the appropriate ANSI organizations for acceptance of the interim solution. ANSI's final solution may provide a usage or code value different than the interim solution. NAESB standards will be updated to reflect the final solution. 20

[11].3.xx EDI Translators generate the ASC X12 file, including control numbers and counts that will appear within the ISA/IEA outer envelope segments, and within the GS/GE inner envelope segments. 20

[11].3.xx The ISA is the interchange control segment to be used on all NAESB X12 standards. 20

[11].3.xx The Receiver must send a 997 FA each X12 file received. 22

[11].3.xx The 997 should be sent within ??hh:mm of receipt of the X12 file. 22

[11].3.xx Without Internet ET, the 997 timestamp is the official receipt timestamp. When Internet ET is used, the Internet ET receipt timestamp is the official receipt timestamp. 22

[11].3.xx FF/EDM records are separated by a carriage return/line feed (CRLF or \r\n or ASCII 10 and 13) (4.2.80). 23

[11].3.xx The first record of an FF/EDM Flat-file should be the standard abbreviations for RXQ

data elements in the order the corresponding data appears in subsequent rows. The data element order is at the option of the sender (4.3.81) 23

[11].3.xx If an FF/EDM Flat-file data element abbreviation is not recognized, the entire Flat-file should be rejected(4.2.80). 23

[11].3.xx Each transaction (e.g. Enrollment) should be contained in a single FF/EDM Flat-file record (4.2.82). 23

[11].3.xx FF/EDM data elements are separated by commas (4.2.80). 23

[11].3.xx FF/EDM data elements that may contain a comma should be enclosed by double-quotes (4.2.80). 23

[11].3.xx FF/EDM data elements should not contain double-quotes (4.2.80). 23

[11].3.xx FF/EDM data elements that contain negative numbers should have the minus sign precede the number (4.2.80). 23

[11].3.xx FF/EDM data elements that contain decimal precision should include the decimal point within the data element (4.2.80). 23

[11].3.xx FF/EDM data elements that contain numeric data with one or more significant leading zeros should preserve these zeros within the data element (4.2.80). 23

[11].3.xx FF/EDM 'date', 'time', and 'date/time' data elements should conform to RXQEDM and ISO standards: date=YYYYMMDD; time=HH:MM:SS; date/time=YYYYMMDD HH:MM:SS (4.2.80). 23

[11].3.xx FF/EDM data elements should be no longer than 256 characters (4.2.80). 24

[11].3.xx FF/EDM data elements that are empty or NULL should result in two delimiters next to each other, with no blank spaces between the delimiters (4.2.80). 24

[11].3.xx FF/EDM Flat-files should not contain mixed record formats in a single file (e.g. a single file with both Enrollments and Invoices). 24

[11].3.xx FF/EDM payloads should be encrypted prior to Internet transport. 24

[11].3.xx Transactions sent using FF/EDM should produce the same business result as other EDMs (e.g. EDI/EDM). 24

[11].3.xx When a party changes the business rule(s) it will apply to documents, it should notify its trading partners at least two weeks in advance of the change(s). The notification should include identification of the data element(s) that are changing, the intended business result of such change(s) in the business rule(s), and the scheduled effective date of such change(s) (4.3.87). 26

[11].3.xx Trading partners implementing Business Rule Changes should provide testing of change(s) during at least a two-week time period prior to the effective date of the change(s) (4.3.87). 26

[11].3.xx Trading partners are permitted to cancel or postpone scheduled changes. Notice of cancellation or postponement should be provided to trading partners at least one business day prior to the scheduled effective date (4.3.87). 26

D. INTERPRETATIONS

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NAESB has no interpretations of standards that relate to RXQEDM.

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5 – RELATED STANDARDS

RXQ Glossary

[??].y.z 'Trading Partner'. A party that enters into an agreement with another party to transact business electronically using NAESB standards (4.2.22x). See NAESB Glossary item??

[xx].yy.xx'Trading Partner Agreement', or 'TPA' is a legal agreement between trading parties. The TPA often dictates service level agreements and problem remediation processes. The TPA may include technical exchange information such as URLs, etc. (4.2.26x).

INTERNET ELECTRONIC TRANSPORT (ET)

In NAESB business processes, the RXQEDM standards are used in conjunction with the Internet ET standards.

Related Definitions from Internet ET:

[10].2.12 'Electronic Package'. A data stream from one party to another using the NAESB Internet ET protocols that includes payload files of transactions or status information.

[10].2.19 'Internet EDM'. The GISB and NAESB WGQ standards up to and including Version 1.7. 'Internet ET' and 'RXQEDM' standards are derived from these EDM standards.

[10].2.23 'Exchange Failure'. An exchange failure is when a sending party's NAESB RXQEDM server has had continual protocol failures over a thirty-minute period. Each party is required to try at least 3 times over the thirty-minute minimum/two-hour maximum period before flagging an exchange failure.

[10].2.24 'QEDM'. Quadrant-specific Electronic Delivery Mechanism; the set of standards for each NAESB quadrant that define the EDM standards for EDI, Flat-files, electronic bulletin boards, and other technologies. The QEDM excludes electronic transport practices and standards. The QEDMs were derived from the GISB and NAESB WGQ Internet EDM standards.

[10].2.25 '??Receipt'. The HTTP Response sent from the Receiver to the Sender that includes the 'gisb-acknowledge-receipt' section with a timestamp and OK/error status.??Should this be 'ET Receipt' to differentiate from other receipts?

[10].2.29 'Technical Exchange Worksheet' or 'TEW'. A document or worksheet used to communicate important information related to the technical implementation of RXQEDM; includes information such as ??ISA/GS, etc

[10].3.xx The Internet ET timestamp in the "gisb-acknowledgement-receipt" designates the time a file is received at the Receiver's designated site. The timestamp consists of the "time-c" data element, and in some cases the "time-c-qualifier" data element (4.3.5).

[11].3.xx When Internet ET is used, the Internet ET Receipt timestamp supercedes any EDM timestamps with respect to official time the document was received by the Receiver.

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When Internet ET is used, Internet ET timestamps take precedence over EDM timestamps such as those found in the EDI 997.

ENTITY COMMON CODE

REQ and RGQ use the DUNS® or DUNS+4 number as the common company identifier for the HTTP Request and Response data dictionary 'to' and 'from' HTTP header elements. The DUNS® number is a 9-digit number assigned to companies by the Dun & Bradstreet Corporation (D&B). The DUNS+4® number is a 10- to 13-digit number, where characters 10 through 13 are arbitrarily assigned by the owner of the DUNS® number.

For RXQEDM Common Code purposes, an entity will use one and only one DUNS® number. Entity common codes should be 'legal entities,' that is, Ultimate Location, Headquarters Location, and/or Single Location (in D&B terms). However, in the following situations, a Branch Location (in D&B terms) can also be an entity common code:

1. When the contracting party provides a DUNS® number at the Branch Location level.
2. To accommodate accounting for an entity that is identified at the Branch Location level.

Since D&B offers customers the option of carrying more than one DUNS® number per entity, please refer to NAESB's Web Page for directions on determining the one and only one DUNS® number constituting the NAESB Entity Common Code.

0.1.1 An entity is a person or organization with sufficient legal standing to enter into a contract or arrangement with another such person or organization (as such legal standing may be determined by those parties) for the purpose of conducting and/or coordinating energy transactions.

0.1.2 There should be a unique entity common code for each entity name and there should be a unique entity name for each entity common code.

0.3.1 Entity common codes should be 'legal entities', that is, Ultimate Location, Headquarters Location, and/or Single Location in Dun & Bradstreet Corporation (D&B) terms. However, in the following situations, a Branch Location, in D&B terms, can also be an entity common code:

1. when contracting party provides a DUNS® number at the Branch Location level;

OR

2. to accommodate accounting for an entity that is identified at the Branch Location level.

OTHER COMMON CODES

??In the datasets, an asterisk by a data element means that it is a "common code," so the field will reflect the industry-supported common code for location or company.

EDI TRADING PARTNER AGREEMENT

??The NAESB WGQ TPA defines the relationship of the sender and receiver of NAESB WGQ

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Standard ASC X12 documents. This agreement represents a complete set of balanced terms which a company should accept whether it is sender or receiver of electronic documents. It has established all the data items necessary to exchange electronic documents in a step-by-step, fill-in-the-blank model form.

The use of the TPA minimizes preparation, negotiation and review time.

Copies of this agreement may be obtained from the NAESB office or may be downloaded from the NAESB home page at www.naesb.org.

TPA Party Roles

In all of the transaction sets, there are multiple parties that may be involved in the transaction. There are the Transportation Service Provider (a.k.a. Pipeline or Transporter), the Service Requester (a.k.a. Shipper), Service Requester Agent (a.k.a. Shipper's Agent) and Third Party Service Provider (a.k.a. Third Party Agent). It is important to distinguish between the role of the Service Requester Agent and the Third Party Service Provider.

The Service Requester Agent is the party contractually authorized by the Service Requester to submit business transactions to the Transportation Service Provider on behalf of the Service Requester for a service requester contract. Once the Service Requester Agent is contractually authorized, the agent becomes the Service Requester for subsequent business transactions unless and until the agency relationship is terminated.

The Third Party Service Provider is the communications agent that the Service Requester or Service Requester Agent may subscribe to in order to send and receive transactions with the Transportation Service Provider.

It is possible that a single entity may, at times, provide the role of a Service Requester Agent for one party while providing the role of Third Party Service Provider for another party. Likewise, a single entity could be both Service Requester Agent and Third Party Service Provider for a single party.

In EDI implementation, the party that is authorized to send and receive transactions will be the party identified in the transmission envelope (ISA Header Segment). If the sending party is a Service Requester, Service Requester Agent or Third Party Service Provider, their appropriate identifiers will appear here. In all cases, the Transportation Service Provider, Service Requester and Service Requester Agent (if applicable) will be identified in the body of the transaction (N1 Name Segment).

HTTP POST WITH MULT-PART FORMS (RFC 1867)

SECURE SOCKETS LAYER (SSL) – HTTPS

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6 – TECHNICAL IMPLEMENTATION

A. GENERAL ELECTRONIC DELIVERY MECHANISM

Privacy/Authentication/Integrity/Non-repudiation

[11].3.1~~xx~~ RXQEDM relies on the NAESB Internet ET to enforce the privacy, authentication, integrity, and non-repudation (PAIN) security principles.

??When not using Internet ET, how do we do PAIN?

[11].3.2~~xx~~ All RXQEDM payloads should be encrypted with a minimum 128-bit key when sent ~~travel~~ on ~~across~~ unsecured networks (Internet) ~~encrypted with a minimum 128-bit key~~. This encryption is built into transportation using the NAESB Internet ET. Where other transport options are used, a 128-bit Secure Sockets Layer (SSL) encryption should be used (4.3.83).

Audit Trails

[11].3.3~~xx~~ Trading partners should retain transactional ~~audit trail~~ data ~~for~~ for at least 24 months for audit purposes. This data retention requirement does not otherwise modify statutory, regulatory, or contractual record retention requirements (4.3.4).

Receipt Timestamps

Similar to certified postal mail, many Senders are interested in knowing that their document was received, and at what time the document was received. One aspect of 'non-repudiation' says that the Receiver cannot deny receiving the document.

The use of an electronic receipt provides the Sender with a level of non-repudiation.

The primary timestamp in NAESB standards is the 'time-c' data element found in the 'gisb-acknowledgement-receipt' in Internet ET Responses. When Internet ET is used, this timestamp should serve as the primary timestamp for non-repudiation purposes.

When Internet ET is not used, refer to each EDM for the receipt convention:

- EDI/EDM uses the date and time stamps in the ISA segment.~~?? Or is it GS?~~
- FF/EDM??
- Interactive FF/EDM?? Web page response confirmation??

[11].3.4~~xx~~ Timestamps that indicate the time transactions were received by a party should be the 'time-c' timestamp from the Internet ET Response (4.3.8).

[11].3.5~~xx~~ RGQ and REQ require the use of the Internet ET Response 'time-c-qualifier' data element to identify the time-zone of the Receiver's timestamp (4.3.9).

[11].3.6~~xx~~ Timestamps used within RXQEDM transactions should be generated using clocks that are synchronized with the localized prevailing National Institute of Standards and Technology (NIST) time to mitigate discrepancies between the clocks of the Sender and Receiver. Computer clocks should be synchronized as often as

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necessary to ensure aat +/- 5 second variance with an atomic clock. Specific business processes may have tighter synchronization requirements (4.3.10x).

[11].3.xx ??[reword or strike]On time stamping, data leaves control of the originator by the same time (deadline), regardless of mechanism (3rd party service provider time stamp is acceptable) and 15 minutes of communication time should be available to allow accumulation of all transactions to the pipeline. A standard network protocol (TCP/IP) should be in service for direct connect to the pipeline designated site (4.3.2).

ISO Date and Time Data Elements

RXQEDM data elements should use the following date and time standards:

[11].3.7xx RXQEDM 'date' data elements should be formatted as YYYYMMDD (4.2.80).

[11].3.8xx RXQEDM 'time' data elements should be specified in a 24 hour format, formatted as HH:MM or HH:MM:SS (4.2.80).

[11].3.9xx RXQEDM 'date/time' data elements that have date and time expressed in one data element should be formatted as YYYYMMDD HH:MM or YYYYMMDD HH:MM:SS, with exactly one space between the day (DD) and the hour (HH) (4.2.80).

Other

??explain use of 'code' versus 'code description' re: verbosity/FF/XML

[11].3.10xx Where they exist for the same business function, Flat-files, EDI and other EDMs should use the same nomenclature for data set names, data element names, code values and/or code value descriptions, abbreviations and message text. (4.3.47)

??left off here on 4/20

[11].3.11xx Trading partners should use common codes for legal entities for RXQEDM envelope data elements (4.3.56x, 4.3.21??).

[11].3.12xx Requests for standardization of additional services and/or data elements should be submitted to the appropriate NAESB quadrant Executive Committee (4.3.67).

[11].3.1386 To the extent that multiple EDMs are used (e.g. EDI or Flat-files), the same business result should occur (4.3.86).

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B. X12 ELECTRONIC DATA INTERCHANGE (EDI/EDM)

ANSI ASC X12 Standards

RXQ standards reflect industry use of the American National Standards Institute (ANSI) ASC X12 standards maintained by the Data Interchange Standards Association, Inc. (DISA).

Parties using RXQ X12 EDI standards should have a copy of the ANSI ASC X12 Standards Reference document for a full understanding of the X12 requirements. NAESB members may purchase an ANSI reference document through NAESB by contacting the NAESB office. Non-NAESB industry participants may purchase the reference document by contacting the Manager of Publications at DISA (www.disa.org, 703.548.7005)

RXQ EDI technical implementation documents are subsets of ANSI ASC X12 standards.

[11].3.14~~xx~~ NAESB is a member of ANSI and will strive to remain fully-compliant with ANSI ASC X12 standards.

[11].3.15~~xx~~ RXQ EDI standards are X12 compliant.

[11].3.16~~xx~~ Where the X12 standard does not fully meet a need, NAESB will add interim usages and code values when required. When used, NAESB will submit interim usage/code values to ANSI and the appropriate ANSI organizations for acceptance of the interim solution. ANSI's final solution may provide a usage or code value different from ~~than~~ the interim solution. NAESB standards will be updated to reflect the final solution.

ASC X12 architecture is designed for fully-automated and auditable end-to-end communications.

[11].3.17~~xx~~ EDI Translators generate the ASC X12 file, including control numbers and counts that will appear within the ISA/IEA outer envelope segments, and within the GS/GE inner envelope segments.

These numbers and counts are part of the inner and outer envelopes that allow the translator to ensure that all of the segments and all of the data elements have been received and that the transmission was complete.

ISA Outer Envelope

The ISA segment marks the beginning of an X12 document. It can be equated to an envelope that a paper document would come in via the mail. The envelope may contain one or more 'inner envelope' functional groups (defined by the GS segment) and one or more transaction sets.

[11].3.18~~xx~~ The ISA is the interchange control segment to be used on all NAESB X12 standards.

The ISA segment identifies the sender and receiver of the document. The Interchange Sender

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ID/Interchange Receiver ID is published by both the sender and receiver for other parties to use as the sender/receiver ID to route data to them. The sender must always code the sender's ID in the sender element and the designated receiver's ID in the receiver ID.

This sender and receiver information is specified in the Technical Exchange Worksheet or the Electronic Data Interchange Trading Partner Agreement.

~~??Trading partners utilizing a password for their documents will use the Security Information element. The receiver of the document identifies a password for the sender to include in this element.~~

There are additional elements in the ISA segment. These elements are traditionally assigned by the sending party's translator. These elements inform the receiver of the date/time that the envelope was generated, the X12 version number being utilized, whether the transmission is for test or production purposes, and what characters were used to designate the end of a sub element, element or segment.

The ISA also defines characters for the sub element, element and segment delimiters. These delimiting characters must never appear in the data. The ISA is the only fixed-length X12 segment as it uses specific positions in the segment to identify the delimiter characters.

An outer envelope always begins with an ISA segment and ends with a IEA segment.

GS/GE 'Functional Group Header/Trailer' Inner Envelopes

The GS segment indicates the beginning of a functional group and provides control information for the data that follows it. A functional group can be defined as a group of transactions related to one business application. An inner envelope always begins with a GS segment and ends with a GE segment.

An outer envelope may have multiple inner envelopes. For example, within an ISA outer envelope, there may be a GS inner envelope of enrollments and a second GS inner envelope of drops. Each of these inner envelopes is sent within its own GS 'Functional Group Header' and a GE 'Functional Group Trailer'.

The Sender provides the Application Sender's Code that the Receiver will reflect back on acknowledging documents. The Receiver provides the Application Receiver's Code that the Sender will include in the transmission for the Receiver to use in routing to internal applications. Group Control Numbers are originated and maintained by the Sender of the document.

Information about control segments (including the GS and GE) can be found in the Overview/Introduction and Control Standards sections of the NAESB standard reference document.

997 'Functional Acknowledgment'

The 997 'Functional Acknowledgment (FA)' transaction set is used to indicate the results of the syntactical analysis of contents of an X12 file, including the ISA/IEA outer envelope, the GS/GE functional groups, and the transaction sets (ST/SE).

The 997 FA standard covers all of the X12 and NAESB standard criteria that the receiver of the

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document has incorporated into the receiver's translator. The translator may be set to accept all information into the receiver's application processing, it may be set to accept only ANSI ASC X12 compliant information into the receiver's application processing, or it may be set to accept only ANSI ASC X12 and NAESB compliant information into the receiver's application processing. Compliance checking in a translator may be set to any of several levels. NAESB recommends that compliance checking be set to the element level in the Functional Acknowledgement.

The 997 informs the originator of the transaction whether the translator accepted the file, accepted it with errors, or rejected it. When errors occur, the 997 identifies the location and type of error that was encountered. Once a transaction passes the translator, the 997 is sent to the originator of the transaction and the data (if accepted) is passed on to the receiver's business application for processing.

[11].3.19~~xx~~ The Receiver must send a 997 FA for each X12 file received.

[11].3.20~~xx~~ The 997 should be sent within ~~??~~1 business day~~hh:mm~~ of receipt of the X12 file.

The 997 includes a timestamp of when the file was translated.

[11].3.21~~xx~~ Without Internet ET, the 997 timestamp is the official receipt timestamp. When Internet ET is used, the Internet ET receipt timestamp is the official receipt timestamp.

??GMB: detail use of VAN's

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C. FLAT-FILE (FF/EDM)

The FF/EDM provides a common set of guidelines for the exchange of transactions formatted as a Flat-files.

'Flat-file' is a commonly-used description of files that have records of a single record structure. While Flat-files are almost always text files, text files are not always Flat-files. While comma-separated-value (CSV) files are often Flat-files, they can also be of different record structures.

The NAESB FF/EDM standards attempt to make it easy to create Flat-files using a spreadsheet without significant programming.

Flat-files can be transported either in batches using Internet ET or interactively using the Web.??do we need EBB?

FF/EDM Standards:

[11].3.xx FF/EDM records are separated by a carriage return/line feed (CRLF or \r\n or ASCII 10 and 13) (4.2.80).

[11].3.xx The first record of an FF/EDM Flat-file should be the standard abbreviations for RXQ data elements in the order the corresponding data appears in subsequent rows. The data element order is at the option of the sender (4.3.81)

[11].3.xx If an FF/EDM Flat-file data element abbreviation is not recognized, the entire Flat-file should be rejected(4.2.80).

[11].3.xx Each transaction (e.g. Enrollment) should be contained in a single FF/EDM Flat-file record (4.2.82).

[11].3.xx FF/EDM data elements are separated by commas (4.2.80).

[11].3.xx FF/EDM data elements that may contain a comma should be enclosed by double-quotes (4.2.80).

[11].3.xx FF/EDM data elements should not contain double-quotes (4.2.80).

[11].3.xx FF/EDM data elements that contain negative numbers should have the minus sign precede the number (4.2.80).

[11].3.xx FF/EDM data elements that contain decimal precision should include the decimal point within the data element (4.2.80).

[11].3.xx FF/EDM data elements that contain numeric data with one or more significant leading zeros should preserve these zeros within the data element (4.2.80).

[11].3.xx FF/EDM 'date', 'time', and 'date/time' data elements should conform to RXQEDM and ISO standards: date=YYYYMMDD, time=HH:MM:SS, date/time=YYYYMMDD HH:MM:SS (4.2.80).

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[11].3.xx FF/EDM data elements should be no longer than 256 characters (4.2.80).

[11].3.xx FF/EDM data elements that are empty or NULL should result in two delimiters next to each other, with no blank spaces between the delimiters (4.2.80).

[11].3.xx FF/EDM Flat-files should not contain mixed record formats in a single file (e.g. a single file with both Enrollments and Invoices).

[11].3.xx FF/EDM payloads should be encrypted prior to Internet transport.

[11].3.xx Transactions sent using FF/EDM should produce the same business result as other EDMs (e.g. EDI/EDM).

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D. INTERACTIVE FLAT-FILE (FF/EDM)

No RXQEDM business processes currently use interactive Flat-files.

E. ELECTRONIC BULLETIN BOARD (EBB/EDM)

No RXQEDM business processes currently use electronic bulletin boards.

F. WEB (WEB/EDM)

No RXQEDM business processes currently use web pages.

G. XML (XML/EDM)

No RXQEDM business processes currently use XML.

??what is implication of ANSI certified with respect to XML? CICA? X12.7, ebXML

H. WEB SERVICES (WS/EDM)

No RXQEDM business processes currently use web services.

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7 – TESTING AND DEPLOYMENT

[??testing section needs complete overhaul]

Testing and deployment is necessary any time a party introduces and updates their systems. Each party determines the level of testing required for a given implementation.

In some cases Governing Documents dictate testing requirements.

[11].3.xx When a party changes the business rule(s) it will apply to documents, it should notify its trading partners at least two weeks in advance of the change(s). The notification should include identification of the data element(s) that are changing, the intended business result of such change(s) in the business rule(s), and the scheduled effective date of such change(s) (4.3.87).

[11].3.xx Trading partners implementing Business Rule Changes should provide testing of change(s) during at least a two-week time period prior to the effective date of the change(s) (4.3.87).

[11].3.xx Trading partners are permitted to cancel or postpone scheduled changes. Notice of cancellation or postponement should be provided to trading partners at least one business day prior to the scheduled effective date (4.3.87).

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8 – APPENDICES

[??appendices needs complete overhaul]

APPENDIX A - Reference Guide

NAESB

NAESB Web Site: (**Error! Hyperlink reference not valid.**www.naesb.org) Primary reference for energy industry standards.

Time Synchronization

Time synchronization is required to assure that all trading partners' transaction times are accurate. Testing has shown that the clocks on all computer systems drift. Time accuracy is dependent on how much a system's clock drifts, how frequently it is resynchronized and the accuracy of the source used for synchronization.

Each NAESB business process may have unique time-synchronization requirements. Refer to the QEDM for time-synchronization standards for target markets. Servers need to be time-synchronized according to the standards needed for the most-restrictive target market, that is the one with the smallest drift allowance.

Authoritative time synchronization is now being provided by governmental agencies around the world based on a synchronized network of atomic clocks. In the United States this includes the U. S. Naval Observatory and the National Institute of Standards and Technology.

An easy way to obtain the current time is from the U. S. Naval Observatory's Web site at tycho.usno.navy.mil/cgi-bin/timer.pl. The output from this page can easily be edited and reformatted to set a local system's time. Commercial, shareware and public domain packages are also available to synchronize system times, including IETF NTP, Internet daytime, nisttime / usnotime.

Further information on time synchronization may be found at the following Web sites:

- http://tycho.usno.navy.mil/ntp.html
- www.ccd.bnl.gov/xntp

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APPENDIX B – FREQUENTLY ASKED QUESTIONS

[??FAQ needs complete overhaul]

Q1: How many times do I attempt to send an Internet ET package unsuccessfully before I notify my partner? 29

Q2: Do I send my 'gisb-acknowledgement-receipt' before or after I decrypt the Internet ET package? 29

Q3: Use of 'time-c-qualifier' across quadrants. We understand that the retail quadrants require the 'time-c-qualifier' for 'gisb-acknowledgement-receipt', while the WGQ does not require this data element. If we participate in multiple quadrants, which standard do we use? 30

~~Q1: How many times do I attempt to send an Internet ET package unsuccessfully before I notify my partner? ..... 28~~

~~Q2: Do I send my 'gisb-acknowledgement-receipt' before or after I decrypt the Internet ET package? ..... 28~~

~~Q3: Use of 'time-c-qualifier' across quadrants. We understand that the retail quadrants require the 'time-c-qualifier' for 'gisb-acknowledgement-receipt', while the WGQ does not require this data element. If we participate in multiple quadrants, which standard do we use? ..... 28~~

Q1: How many times do I attempt to send an Internet ET package unsuccessfully before I notify my partner?

A: The Internet ET 'exchange failure' standard requires that you attempt to send a package at least three times over a 30- to 120-minute period. At minimum, this means 30 minutes has elapsed between your first failed attempt and your third failed attempt. At maximum, 120 minutes has elapsed between your first failed attempt and your third failed attempt. You should not wait longer than 120 minutes between your first failed attempt and your last failed attempt to notify your trading partner.

For example, if you make your first attempt at time 00:00:00, and your third attempt at time 00:30:00, your second attempt can occur any time between the first and third. If the third attempt fails, you have an 'exchange failure' and should notify your trading partner.

Q2: Do I send my 'gisb-acknowledgement-receipt' before or after I decrypt the Internet ET package?

A: Either. If you decrypt packages after you have sent the 'gisb-acknowledgement-receipt', errors found must be communicated to your trading partners using the Error Notification transaction. You should indicate in your TEW when you will decrypt packages.

Regardless of when you decrypt, the 'time-c' timestamp does not change. It is always the time the last byte was received by the Server from the Sender.

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Q3: Use of 'time-c-qualifier' across quadrants. We understand that the retail quadrants require the 'time-c-qualifier' for 'gisb-acknowledgement-receipt', while the WGQ does not require this data element. If we participate in multiple quadrants, which standard do we use?

A: You are required to follow the standards dictated by the quadrant that governs the transaction or business process. For example, if you are executing a WGQ nomination, then you should adhere to WGQ standards, which do not require the 'time-c-qualifier'. If you are executing an REQ enrollment, you need to adhere to the REQ standards, which require 'time-c-qualifier'. Of course, all parties can mutually-agree to use the 'time-c-qualifier' or not.

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APPENDIX C – SAMPLE TECHNICAL EXCHANGE WORKSHEET (TEW)

??assume appended to Internet ET TEW

EDM Specifications	Test	Production
DUNS/DUNS+4 Number		
EDI/EDM Segment Terminator (character 4 in ISA)		
EDI/EDM Data Element Terminator (character 128?? in ISA)		
EDI/EDM ISA08/GS08		
Using 'time-c-qualifier' in Receipt? (Y/N)	Y (required by RXQ)	Y (required by RXQ)

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APPENDIX ?? – EDM CROSS-REFERENCE

Notes
[11].1.4: discrimination to protect business done via TPA
[11].1.5: VANs: add language
put all 'related standards' in the 5. Related Standards tab

Draft Working Paper

Transaction Services
NAESB Request Receipt ID

Version 1
DRAFT

Revision History

Date	Version	Description	Author
6/25/2004	1.0	Draft	Dave Farley
6/28/2004	1.1	Draft	Clay Katskee

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1 Executive Overview

1.1.1 Introduction

This document will include a description of the proposal to adding new unique identifiers to the request header structure already defined in the NAESB standard.

1.1.2 What is NAESB

The North American Energy Standards Board (NAESB) serves as an industry forum for the development and promotion of standards that lead to a seamless marketplace for wholesale and retail natural gas and electricity, as recognized by its customers, business community, participants, and regulatory entities. The Texas Electric Market uses the NAESB EDM v 1.6 standard to exchange data.

1.1.3 Background

In the Internet Electronic Transport life cycle, the party sending data, the 'Sender', creates an electronic package by encrypting the data payload and applying appropriate header 'envelope' information such as 'to' and 'from'. This electronic package is submitted to the trading partner's SSL Web server as an HTTP Request using the POST method. The receiving party, the 'Receiver', receives and decrypts the package, then forwards the payload data to back-office processes. A Receipt is sent from the Receiver to the Sender with timestamps and any error notices. If the Receiver decrypts in a separate process, the Receiver may send an Error Notification package to the Sender to identify errors found during decryption. Trading partners can be either the Sender or Receiver depending on what information and data needs to be exchanged.

As with any Internet transmission there can be issues and challenges with the routing and exchange of data unrelated to the sending and receiving parties. One such issue is the successful send request without a return receipt. When this occurs a retransmission of the data will occur (3 tries according to NAESB standards (Section: KEY ASSUMPTIONS, Business Process Considerations/Exchange Failures). Retransmissions of data due to exchange failures may cause issues with trading partners' back-end systems causing potential financial or resource impacts.

2 Request Elements

2.1.1 *Required Data Elements, Listed in the Required Order –*

1. from
2. to
3. version
4. receipt-disposition-to
5. receipt-report-type
6. input-format
7. input-datament

2.1.2 *Mutually Agreed Upon Data Elements*

8. transaction-set
9. receipt-security-selection

2.1.3 *Example Message*

See Appendix A:

3 Proposal

3.1.1 ***Narrative***

The request would contain a unique value to identify the request or Request ID. This value would be formatted using the same guidelines as the transid data element. If the request were a resubmit due to HTTP Error response (ex: HTTP-502 Bad gateway), a time out, a transmission that received no response (such as when a socket is closed and no response would be received), the resubmission would have a new Request ID , which would reference the original request id.

3.1.2 ***Required Data Elements, Listed in the Required Order –***

1. from
2. to
3. version
4. receipt-report-id
5. receipt-report-id-original – Same as “receipt-report-id” or blank on initial transmission
6. receipt-disposition-to
7. receipt-report-type
8. input-format
9. input-datament

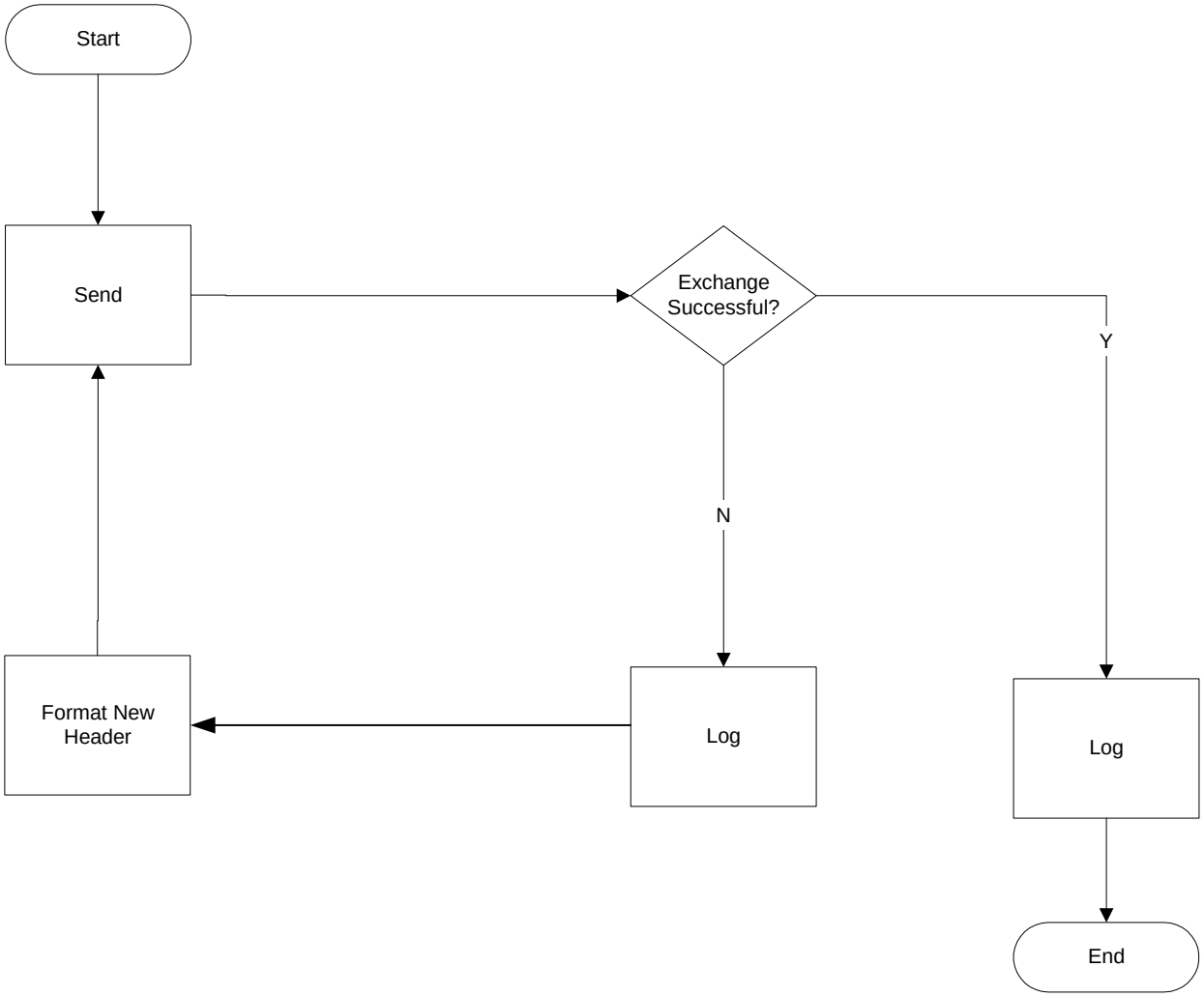
3.1.3 ***Mutually Agreed Upon Data Elements***

10. transaction-set
11. receipt-security-selection

3.1.4 ***Example Message***

See Appendix B:

3.1.5 ***Process Flow***



4 Appendix A

Current - complete Request:

```
POST /cgi-bin/AS2dispatcher HTTP/1.1
Referer: http://www.get.a.life/upl.htm
Connection: Keep-Alive
User-Agent: brow v0.1 XYZ Corp.
Host: localhost
Accept: image/gif, image/x-xbitmap, image/jpeg, image/pjpeg, */*
content-type: multipart/form-data; boundary=----------87453838942833
Content-Length: 5379
------------------------------87453838942833
content-disposition: form-data; name="from"

123456789
------------------------------87453838942833
content-disposition: form-data; name="to"

234567890
------------------------------87453838942833
content-disposition: form-data; name="version"

1.7
------------------------------87453838942833
content-disposition: form-data; name="receipt-disposition-to"

123456789
------------------------------87453838942833
content-disposition: form-data; name="receipt-report-type"

gisb-acknowledgement-receipt
------------------------------87453838942833
content-disposition: form-data; name="input-format"

X12
------------------------------87453838942833
content-disposition: form-data; name="input-data"; filename=c:\temp\smallnom.bin
content-type: multipart/encrypted; boundary=--boundary2--200309090001;
protocol="application/pgp-encrypted"

----boundary2--200309090001
content-type: application/pgp-encrypted

Version: 1

----boundary2--200309090001
content-type: application/octet-stream

-----BEGIN PGP MESSAGE----- Version: PGP 6.5

hQCMAzRG1pEOIOvdAQP+JMr0m/9+8yOL60Z9Vr6fFV81FCExB/o0xmwiMkiwYsHsz0e8sb7ErC340MrNA/dw3taGM
jmI+CXYRF/PLEdg1NZE1ZCtNeL4YdIHAMLWwODGlQxhSucz8rMSgQ5mZzcOJwBdWLW70efgsu/9UljuJjYc1uZ6C0
3eFQv/43fkB+alATtgydxX4g8QK664ad+Jo/XUICSmWBL66fqJR1KLeLf4wTaqGy174Aq48Wpwvg1Eh785zC03UAw
0qg0ugMt86dPeyd91e2JigqwDYEf/DYEKD0J9BGiGpS/uAupNKj8Ocp2IWClxKOGUbxpVNOnNTqWHS/GntegvDE/7
/ewCxDxsnmQS95pOl141QZ1RqbeNaqx2Dq/ra9g65HNchOCzjul5Vi8HHf6Yhg2WnROe+npByyCue6rihqgNVOJwj
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uf5ZTDsh9nrk+QQJ6FeC9W4cqXLj7IZySaRO8Vtff+4ktqeuhYusT4kSpnk027aw4O/5jomUkfb22CAe4= =Oiuo
-----END PGP MESSAGE-----
----boundary2--200309090001--
------------------------------87453838942833--
```

5 Appendix B

Proposed – Complete Request:

POST /cgi-bin/AS2dispatcher HTTP/1.1
Referer: http://www.get.a.life/upl.htm
Connection: Keep-Alive
User-Agent: brow v0.1 XYZ Corp.
Host: localhost
Accept: image/gif, image/x-xbitmap, image/jpeg, image/pjpeg, */*
content-type: multipart/form-data; boundary=----------87453838942833
Content-Length: 5623
----------87453838942833
content-disposition: form-data; name="from"

123456789
----------87453838942833
content-disposition: form-data; name="to"

234567890
----------87453838942833
content-disposition: form-data; name="version"

1.7
----------87453838942833
content-disposition: form-data; name="receipt-report-id”

9999999999
----------87453838942833
content-disposition: form-data; name="receipt-report-id-original”

8888888888
----------87453838942833
content-disposition: form-data; name="receipt-disposition-to"

123456789
----------87453838942833
content-disposition: form-data; name="receipt-report-type"

gisb-acknowledgement-receipt
----------87453838942833
content-disposition: form-data; name="input-format"

X12
----------87453838942833
content-disposition: form-data; name="input-data"; filename=c:\temp\smallnom.bin
content-type: multipart/encrypted; boundary=--boundary2--200309090001;
protocol="application/pgp-encrypted"

----boundary2--200309090001
content-type: application/pgp-encrypted

Version: 1

----boundary2--200309090001
content-type: application/octet-stream

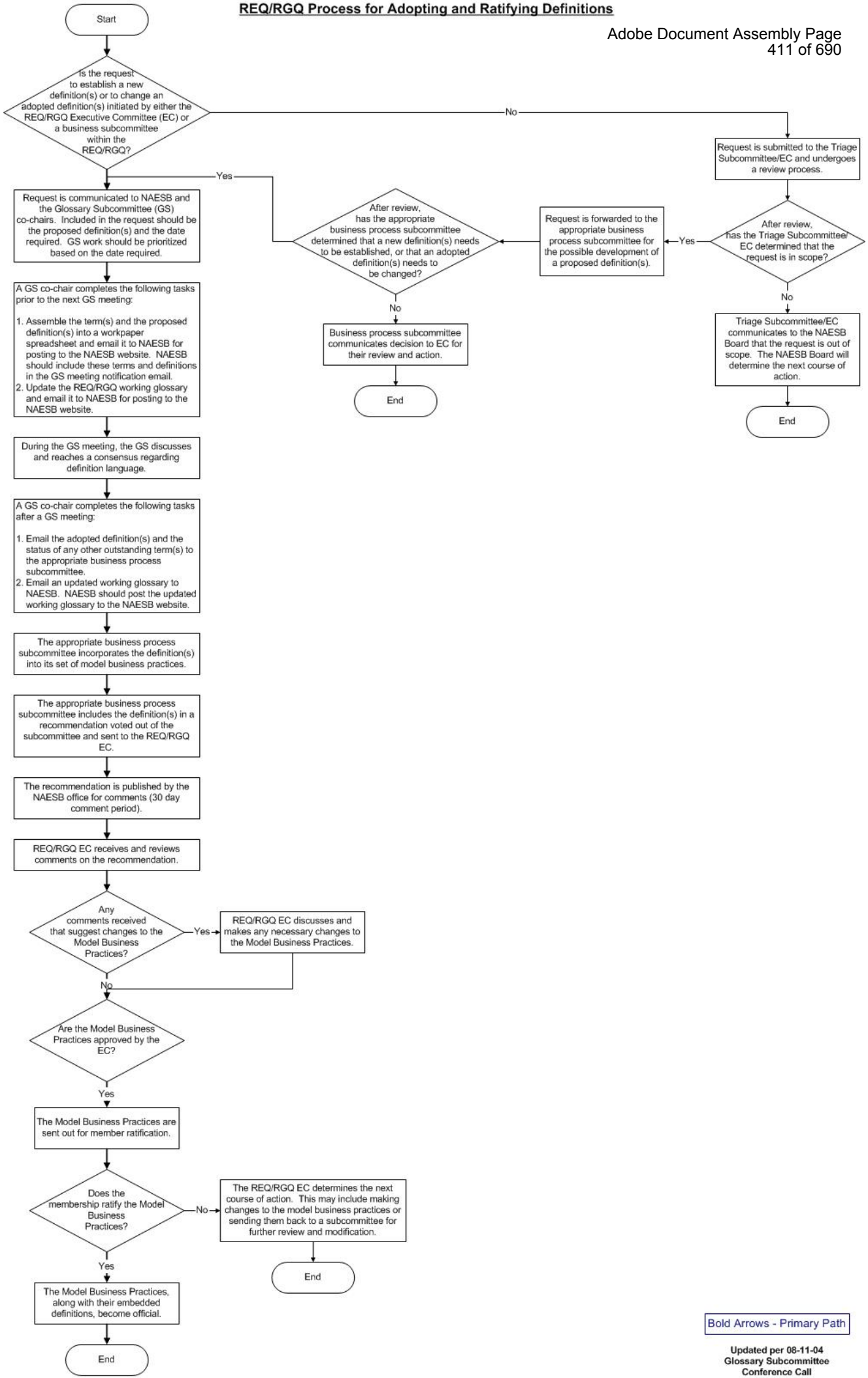
-----BEGIN PGP MESSAGE----- Version: PGP 6.5
hQCMAzRG1pEOIOvdAQP+JMr0m/9+8yOL60Z9Vr6fFV81FCExB/o0xmwiMkiwYsHsz0e8sb7ErC340MrNA/dw3taGM
jml+CXYRF/PLEdg1NZE1ZCtNeL4YdIHAMLWwODGlQxhSucz8rMSgQ5mZzcOJwBdWLW70efgsu/9UljuJjYc1uZ6C0
3eFQv/43fkB+alATtgydxX4g8QK664ad+Jo/XUICSmWBL66fqJR1KLeLf4wTaqGy174Aq48Wpwvg1Eh785zC03UAw
0qg0ugMt86dPeyd91e2JigqwDYEf/DYEKD0J9BGiGpS/uAupNKj8Ocp2IWClxKOGUbxpVNOnNTqWHS/GntegvDE/7
/ewCxDxsnmQS95pOl141QZ1RqbeNaqx2Dq/ra9g65HNchOCzjul5Vi8HHf6Yhg2WnROe+npByyCue6rihqgNVOJwj
0cVzpb4JE+gMDf3q4lSUb1Fv7/+SSFHDdnhdC5YTpqf1Bc3B07hiLmtTXqNit31EbX9UVElObzSa9ZhxbC6/eSl7N
uf5ZTDsh9nrk+QQJ6FeC9W4cqXLj7IZySaRO8Vtff+4ktqeuhYusT4kSpnk027aw4O/5jomUkfb22CAe4= =Oiuo
-----END PGP MESSAGE-----
----boundary2--200309090001--
----------8745383894283--

NORTH AMERICAN ENERGY STANDARDS BOARD

Executive Committee Meeting – WEQ, REQ, RGQ, WGQ Meeting Materials
August 24-26, 2004

Glossary Updates

REQ/RGQ Process for Adopting and Ratifying Definitions



Bold Arrows - Primary Path

Updated per 08-11-04 Glossary Subcommittee Conference Call

TAB 14
Proposed Standards

- ***Market Participants Interactions***
- ***Non-Disclosure Agreement***
- ***Comments***

Market Participant Interactions

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

1. Recommended Action:

_X_ Accept as requested
___ Accept as modified below
___ Decline

Effect of EC Vote to Accept Recommended Action:

_X_ Change to Existing Practice
___ Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
___ Initiation	_X_ Initiation
___ Modification	___ Modification
___ Interpretation	___ Interpretation
___ Withdrawal	___ Withdrawal
___ Principle	___ Principle
___ Definition	___ Definition
_X_ Model Business Practice	_X_ Model Business Practice
___ Document	___ Document
___ Data Element	___ Data Element
___ Code Value	___ Code Value
___ X12 Implementation Guide	___ X12 Implementation Guide
___ Business Process Documentation	___ Business Process Documentation

3. RECOMMENDATION

SUMMARY:

Add proposed NAESB RGQ Model Business Practices 3.1.1.1, 3.2.1.1, 3.3.1.1, 3.3.1.2, 3.3.1.3, 3.3.1.4, 3.3.1.5, 3.3.1.6, 3.3.3.1 (Model: non-disclosure agreement outline submitted under separate cover), 3.3.3.2 (Model: reference to Billing Services Agreement outline within Billing and Payments MBP's), 3.4.1.1, 3.4.1.2, 3.4.1.3, 3.5.1.1, 3.5.1,2, 3.5.1.3, 3.5.1.4, 3.6.1.1, 3.6.1.2, 3.6.1.3, 3.6.1.4, 3.6.1.5, 3.6.1.6, and related Introduction, Executive Summary, scope statement, Principles, and Definitions

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Proposed Model Business Practices Language:

Market Participant Interactions

Model Business Practices

(Title Page)

Version Notes

(To be completed by SUIS)

Introduction

The North American Energy Standards Board ("NAESB") is a voluntary non-profit organization comprised of members from all aspects of the natural gas and electric industries. Within NAESB, the Retail Gas Quadrant ("RGQ") focuses on issues impacting the retail sale of energy to end-use Customers. The intent of the RGQ Model Business Practices ("Practices") is to furnish guidance to Distribution Companies, Suppliers, and other Market Participants involved in providing competitive energy services to end-use Customers.

These Practices are voluntary and do not address policy issues that are the subject of state legislation or regulatory decisions. Any industry participant seeking additional or amended Practices (including principles, definitions, data elements, process descriptions, and technical implementation instructions) should submit a request to the NAESB office, detailing the change, so that the appropriate process may take place to make additions to or amend the Practices.

The purpose of the Market Participant Interactions Practices ("MPI Practices") is to describe the process for establishing the operational and business relationships between the Distribution Companies and Suppliers thus enabling them to work together in a more consistent and effective manner in a retail access environment. These MPI Practices were developed by industry participants based on their experience in the marketplace as well as currently accepted business processes. These MPI Practices have been adopted with the realization that as the industry evolves, additional and amended MPI Practices may be necessary.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Executive Summary

Successful development and operation of competitive energy markets require that all Market Participants have a clear understanding of their roles and obligations related to interactions between Distribution Companies and Suppliers. Role definition incorporates not only the processes and functions to be performed, but also describes interactions and communications necessary between Distribution Companies and Suppliers to enable the market to function efficiently.

Expectations, obligations and performance standards associated with the roles will be defined by the Governing Documents. Although the specifics of the documents will vary depending on the jurisdiction, following the guidelines proposed in these MPI Practices should ensure that key elements are in place so that all parties are aware of their responsibilities.

The focus of these MPI Practices is the process for establishing the operational business relationship between Distribution Companies and Suppliers. Use of these MPI Practices should ensure retail access customers are served in a consistent and efficient manner.

The relationships among Market Participants are defined by the following:

Governing Documents
Regulatory Documents
Contractual Agreements
Distribution Company Operational Manuals
Performance Standards
Supplier Certification

The relationships defined in the above list may include, but are not limited to: creditworthiness arrangements, dispute resolution, and working relationships when the parties jointly perform Customer activities (e.g. billing). Suggested business rules applicable to these activities may be the subject of other RGQ Practices.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Business Process and Practices

A. Overview

Scope

The procedures and processes described in these MPI Practices are intended to provide a consistent framework for identifying and documenting the roles of the various Market Participants involved in serving Customers' energy needs in competitive markets.

In practice, the Governing Documents described within these MPI Practices will guide the interactions between Market Participants including:

- Suppliers in their interactions with Distribution Companies
- Distribution Companies in their interactions with Suppliers
- Other Market Participants in their interactions with Suppliers, Distribution Companies, or both, including, but not limited to, entities that:
  - Perform the Registration Agent function (when not performed by the Distribution Company),
  - Perform meter reading,
  - Perform billing,
  - Aggregate (but not serve) Customer loads, or
  - Perform/support settlement.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Principles

The Governing Documents developed for a given geographical market area should be comprehensive and consistent with one another so that all Market Participants have a clear understanding of their roles and obligations.

Role definition should include not only the processes and functions to be performed, but also a description of interactions and communications necessary among Market Participants to enable the market to function efficiently.

All parties should strive to maximize flexibility while minimizing the number and complexity of Governing Documents.

Performance standards should be established for key processes and transactions to ensure that all parties fulfill their roles.

A testing/certification process, as defined in the Governing Documents, is desirable to ensure that new entrants to a market are qualified to perform their roles.

Definitions

Applicable Regulatory Authority: The state regulatory agency or other local governing body that provides oversight, policy guidance, and direction to any parties involved in the process of providing energy to retail access Customers through regulations and orders.

Billing Party: The party performing billing services for one or more parties.

Billing Services Agreement: A legally binding document between the Distribution Company and the Supplier used when one of the parties is performing Consolidated Billing for the other party. Such document sets forth the expectations and responsibilities of each party.

Consolidated Billing: The billing option in which the Distribution Company or Supplier renders a Customer bill consolidating the energy, transmission / transportation and distribution charges of the Distribution Company and the Supplier, for which a single payment from the Customer is expected.

Customer: Any entity that takes gas and/or electric service for its own consumption.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Distribution Company: A regulated entity which provides distribution services and may provide energy and/or transmission/transportation services in a given area.

Distribution Company Operational Manuals: Documents prepared and published by Distribution Companies that describe, in detail the operating processes/procedures used to perform retail access functions.

Distribution Company-Supplier Service Agreement: A bi-lateral contractual agreement between the Distribution Company and the Supplier that determines the parties' roles, responsibilities, and interactions in serving retail access Customers. Usually this will be the master agreement that will cover most aspects of providing retail access service. There may be one or more subsidiary agreements, covering specific functional areas.

Governing Documents: Documents that determine the interactions among parties, including, but not limited to, regulatory documents (e.g., tariffs, rules, regulations), contractual agreements, and Distribution Company Operational Manuals.

Market Participant: A party engaged in the process of providing competitive retail energy to end-use customers including, but not limited to, the Distribution Company, the Supplier, the Registration Agent, the settlement agent, and the meter reading entity.

Market Participant Service Agreements: All contractual agreements between or among Market Participants that determine the parties' roles, responsibilities, and interactions in serving retail access Customers. These include the Distribution Company-Supplier Service Agreement and any other agreements executed by Market Participants to facilitate retail access (e.g. a contract between a meter reading entity, the Distribution Company, and the Supplier detailing how usage data will be provided).

Non-Billing Party: The party whose charges are being combined into a statement (or invoice) prepared and rendered by another party.

Registration Agent: An entity facilitating switches and performing record-keeping for a specified geographical area.

Trading Partner Agreement: A legally binding agreement between any two Market Participants defining each party's expectations and responsibilities for doing business with each other using Uniform Electronic Transactions.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

B. Model Business Practices

3.1 Governing Documents

3.1.1 Model Business Practices

3.1.1.1 Typically, the following operational items are addressed in the Governing Documents:

- o General
  - Any fees or charges
  - Creditworthiness
  - Standard operating rules
  - Performance standards
  - Dispute resolution process
  - Uniform Electronic Transactions
- o Customer Enrollment/Switching
  - Release of Customer information
  - Switching processes and procedures
  - Customer authorization
- o Customer Billing and Payment Processing
  - Meter reading and data management
  - Customer billing
  - Customer payment processing
  - Customer credit and collection processes and procedures
- o Customer Service
  - Customer service processes and procedures
- o Settlement
  - Energy losses
  - Load profiles
  - Scheduling processes and procedures
  - Retail settlement

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

3.1.2 Datasets

None

3.1.3 Models

None

3.2 Regulatory Documents

3.2.1 Model Business Practices

3.2.1.1 Market Participants will utilize regulatory documents established by the Applicable Regulatory Authority to provide the policy framework for retail access, including the following:

- All fees and/or credits required for regulated services,
- Definitions of roles and responsibilities, including what has to be done, by when and by whom,
- Definitions of regulatory policy in such areas as: available metering and billing options, creditworthiness standards, and load profiling eligibility.

3.2.2 Datasets

None

3.2.3 Models

None

3.3 Contractual Agreements

3.3.1 Model Business Practices

3.3.1.1 Market Participants should execute contractual agreements with one another to establish the legal relationship and obligations between the parties in providing retail access service to Customers.

3.3.1.2 At a minimum, the Distribution Company and the Supplier should execute a Distribution Company-Supplier Service Agreement encompassing, either directly or through subsidiary agreements, all aspects of providing retail access service where these parties depend upon one another.

3.3.1.3 To the extent that some functions required for retail access service are performed by third parties, other than a Distribution Company or Supplier, this third party should execute Market Participant Service Agreements with the Distribution Company or Supplier, as applicable, for the service(s) provided.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

3.3.1.4 If applicable, Market Participants should also execute:

- Trading Partner Agreements and
- Billing Services Agreements

3.3.1.5 In addition to specifying the roles and responsibilities, the Market Participant Service Agreement should also:

- Define the communication process between the parties,
- Set forth performance expectations,
- Define data required for interactions,
- Specify the optional services, such as billing method or metering options that one party will supply to the other along with the relevant terms and conditions, and
- Define the dispute resolution process.

3.3.1.6 The content of contractual agreements between Market Participants should adhere to the policies of the Applicable Regulatory Authority.

3.3.2 Datasets

None

3.3.3 Models

3.3.3.1 Outline of a Non-Disclosure Agreement

3.3.3.2 Outline of a Billing Services Agreement (See Billing and Payment Model Business Practices)

3.4 Distribution Company Operational Manuals

3.4.1 Model Business Practices

3.4.1.1 Detailed Distribution Company processes and procedures regarding retail access not covered in regulatory documents or contractual agreements should be stated in Distribution Company Operational Manuals.

3.4.1.2 Operational manuals should be nondiscriminatory and publicly available.

3.4.1.3 The content of Distribution Company Operational Manuals should adhere to the policies set in regulatory documents and applicable contractual agreements. Where required, the Distribution Company Operational Manuals should be approved by the Applicable Regulatory Authority.

3.4.2 Datasets

None

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

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3.4.3 Models

None

3.5 Performance Standards

3.5.1 Model Business Practices

3.5.1.1 Performance standards should be developed for key retail access processes and should be published in the Governing Documents.

3.5.1.2 Market performance should be monitored, compared to these standards, and appropriate actions taken to achieve performance that meets the standards.

3.5.1.3 Performance standards should be:

- nondiscriminatory;
- publicly available;
- collaboratively developed and modified; and
- acknowledged by the Applicable Regulatory Authority.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

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3.5.1.4 Performance standards may be considered for the following operational items, as well as others:

- Customer Information Exchange
  - Customer information request responses issued within the appropriate time frame (indication of problems accessing and/or transmitting Customer information).
- Customer Switching
  - Rejected Switch Requests (indication of problems obtaining necessary validation data from Customer and/or passing data from Supplier to Distribution Company);
  - Customer notification letters issued within the appropriate time frame (indication that Customers are notified of Switching activity in time to take action if appropriate);
  - Customer rescissions (indication of Customer confusion, misinformation, and/or unauthorized Switching); and
  - Switch responses to valid Switch Requests (or Drop responses to valid Drop Requests) within specified time frame (indication of degree of automation and/or accuracy of Switching systems and ability to implement Customer choices).
- Meter Usage and Meter Attributes Data Transfer
  - Time frame for providing meter data (indication of degree of automation and/or accuracy of meter data management systems); and
  - Acceptable levels of estimated/missing data (indication of degree of automation and/or accuracy of meter reading and meter data management systems).
- Billing
  - Required turnaround of Bill Ready charges (indication of problems receiving, calculating and/or transmitting bill-ready billing information within the billing window);
  - Consolidated bills issued with all appropriate charges (indication that Customers are receiving timely and accurate consolidated bills); and
  - Amount of time to render bills after receipt of the Non-Billing Party charges (indication that consolidated bills are issued promptly).
- Payments
  - Customer payments provided by the Billing Party to the Non-Billing Party within an appropriate time frame (indication of problems exchanging cash transactions between the parties); and
  - Assumption of Receivables payments made by the Billing Party to the Non-Billing Party within the appropriate time frame (indication of problems exchanging cash transactions between the parties).

3.5.2 Datasets

None

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

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3.5.3 Models

None

3.6 Supplier Certification

3.6.1 Model Business Practices

3.6.1.1 Distribution Companies should have a process to certify a Supplier's, or other Market Participant's, ability to perform the roles required of them in that Distribution Company's service area.

3.6.1.2 Distribution Companies should apply the certification process in a non-discriminatory manner to all parties who have met all statutory/regulatory requirements for the relevant jurisdiction (e.g. if Supplier licensing is required, a license has been obtained).

3.6.1.3 Certification requirements should be met prior to enrolling customers (if a Supplier) or prior to providing a service (other Market Participants providing services such as meter reading or billing).

3.6.1.4 Key elements of certification include:

- Demonstrating the ability to exchange data and conduct business via the Uniform Electronic Transactions that have been developed for use in the jurisdiction.
- Demonstrating the ability to handle reasonably expected volumes of transactions accurately while meeting performance standards applicable to the market area.

3.6.1.5 Certification requirements should be publicly available so that all potential Market Participants know what is expected.

3.6.1.6 Demonstrations of required abilities should include, but are not limited to, nondiscriminatory tests resulting in the successful transfer of funds and/or test data.

3.6.2 Datasets

None

3.6.3 Models

None

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

4. SUPPORTING DOCUMENTATION

a. Description of Request:

2004 Annual Plan item 2 – Market Participant Interactions

Develop model practices to support interactions between Distribution Companies and/or registration agents and Suppliers, such as supplier registration processes, governing documents, and rules and obligations of both Distribution Company and/or registration agent and Supplier (e.g. content and framework of governing documents or orders).

b. Description of Recommendation:

Supplier-Utility Interface Subcommittee

The proposed Market Participation Interactions Model Business Practices are the result of a series of meetings and conference calls held by the Retail Gas Quadrant's Supplier-Utility Interface Subcommittee begun in October of 2003, resulting in approval of Model Business practices at a June 15, 2004 meeting

See the Supplier-Utility Interface Subcommittee (SUIS) meeting minutes, attachments, and transcripts for the supporting documentation, discussion, and voting records for the following dates:

October 23, 2003
December 13, 2003
January 13, 2004
March 3, 2004
March 18/2004
May 6-7, 2004
June 15, 2004

c. Business Purpose:

The business purpose for the proposed Model Business Practices is to facilitate the establishment and maintenance of working relationships between Distribution Companies and/or registration agents and Suppliers to enable them to serve retail access Customers. The practices do so by presenting a consistent framework for structuring and documenting the various relationships between Market Participants that must exist if the parties are to successfully work together serving retail access Customers.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

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d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

The proposed Model Business Practices were developed in a consensus-oriented process with active participation from all four RGQ Segments: Distributors, Suppliers, Services, and End-Users. That a degree of consensus was reached in evidenced by the passage of a motion at the May 7, 2004 SUIS Meeting to approve the proposed Market Participant Interactions Model Business Practices, but to withhold a recommendation to the Executive Committee pending the outcome of a subsequent Glossary Subcommittee meeting to define Trading Partner Agreement..

The voting record of May 7, 2004 follows:

Motion #	2			Date:	5/7/2004			
Motion:	Move to approve the MPI MBP's as modified at today's meeting and hold recommendation to EC until Glossary Subcommittee provides a definition for trading partner agreement..							
REQ Moved:	Tom Rone			Seconded:	Mary Edwards			
RGQ Moved:	Marcy McCain			Seconded:	Bill Barkas			
	Raw Votes				**Balanced Votes**			**Motion Status**
	For	Against	Total	Abstain	Total Wt	For	Against	Total	
REQ									
End Users	0	0	0	0	0	0.00	0.00	0	
Distributors	9	0	9	0	2	2.00	0.00	2	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	10	**0**	**10**	**0**	3	**3.00**	**0.00**	3	**PASS**
RGQ									
End Users	0	0	0	0	0	0.00	0.00	0	
LDCs	0	0	0	0	0	0.00	0.00	0	
Suppliers	2	0	2	0	2	2.00	0.00	2	
Services	0	0	0	0	0	0.00	0.00	0	
	2	**0**	**2**	**0**	2	**2.00**	**0.00**	2	**PASS**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

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Retail Electric Quadrant		Motion # 2		
(Read Comments in B3,C1,C3,C4)		Yes	No	Abs
REQ - Distributors				
1	Edwards, Mary	1		
2	Alston Rick			
3	Eynon, Patrick	1		
4	Wolf, Bill	1		
5	Ray, Judy	1		
6	Yetman, Kathy	1		
7	Camp, Yvette	1		
8	Thiry, Ken			
9	Newbold, Bill	1		
10	Rone, Tom	1		
11	Dan Jones	1		
REQ - Dist Total		**9**	**0**	**0**
REQ - End-User				
REQ - End-User Total		**0**	**0**	**0**
REQ - Services				
REQ Services Total		**0**	**0**	**0**
REQ - Suppliers				
1	Adams, Tan	1		
REQ - Suppliers Toal		**1**	**0**	**0**

Retail Gas Quadrant		Motion # 2		
(Read Comments in B54,C53,C54,C55)		Yes	No	Abs
RQQ - Distributors				
1	Precht, Phil			
RGQ - Dist Total		**0**	**0**	**0**
RGQ - End-User				
RGQ - End-User Total		**0**	**0**	**0**
RGQ - Services				
RGQ Services Total		**0**	**0**	**0**
RGQ - Suppliers				
1	Barkas, Bill	1		
2	McCain, Marcy	1		
RGQ - Suppliers Toal		**2**	**0**	**0**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

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The Glossary Subcommittee adopted a definition of Trading Partner Agreement on May 20, 2004 and SUIS reconsidered its prior approval of the MBP's at the June 15, 2004 SUIS meeting. THE RGQ SUIS approved the new definition and its inclusion as a defined term in the MBP's, and made several other minor modifications to the MBP's on June 15th. A new motion was made and approved to recommend the Market Participant Interactions MBP's, as amended on June 15th, to the Executive Committee.

The voting record of June 15, 2004 follows:

Motion #	1				Date: 6/15/2004				
Motion:	Adopt the TPA definition as recommended by the Glossry Subcommittee for use in the Market Participant Interactions MBP's, capitalize the term where used, and recommend the MPI MBP's as modifed at the June 15th SUIS meeting to the EC..								
REQ	Moved:	Mary Edwards			Seconded:	Tom Rone			
RGQ	Moved:	Dan Jones			Seconded:	Mike Coyle			
Vote Tally	**Raw Votes**				**Balanced Votes**				**Motion Status**
	For	Against	Total	Abstain	Total Wt	For	Against	Total	
REQ									
End Users	0	0	0	0	0	0.00	0.00	0	
Distributors	7	0	7	0	2	2.00	0.00	2	
Suppliers	0	0	0	1	0	0.00	0.00	0	
Services	0	0	0	0	0	0.00	0.00	0	
	7	**0**	**7**	**1**	2	**2.00**	**0.00**	2	**PASS**
RGQ									
End Users	0	0	0	0	0	0.00	0.00	0	
LDCs	2	0	2	0	2	2.00	0.00	2	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	3	**0**	**3**	**0**	3	**3.00**	**0.00**	3	**PASS**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

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Retail Electric Quadrant		Motion # 1		
(Read Comments in B3,C1,C3,C4)		Yes	No	Abs
REQ - Distributors				
1	Judy Ray	1		
2	Yvette Camp	1		
3	Bill Newbold	1		
4	Ken Thiry	1		
5	Bill Wolf	1		
6	Mary Edwards	1		
7	Tom Rone	1		
REQ - Dist Total		**7**	**0**	**0**
REQ - End-User				
REQ - End-User Total		**0**	**0**	**0**
REQ - Services				
REQ Services Total		**0**	**0**	**0**
REQ - Suppliers				
1	Sarah Staschak			1
REQ - Suppliers Toal		**0**	**0**	**1**

Retail Gas Quadrant		Motion # 1		
(Read Comments in B54,C53,C54,C55)		Yes	No	Abs
RQQ - Distributors				
1	Mike Coyle	1		
2	Dan Jones	1		
RGQ - Dist Total		**2**	**0**	**0**
RGQ - End-User				
RGQ - End-User Total		**0**	**0**	**0**
RGQ - Services				
RGQ Services Total		**0**	**0**	**0**
RGQ - Suppliers				
1	Marcy McCain	1		
RGQ - Suppliers Toal		**1**	**0**	**0**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

1. Recommended Action:

_X_ Accept as requested
___ Accept as modified below
___ Decline

Effect of EC Vote to Accept Recommended Action:

_X_ Change to Existing Practice
___ Status Quo

2. TYPE OF MAINTENANCE

Per Request:	**Per Recommendation:**
___ Initiation	_X_ Initiation
___ Modification	___ Modification
___ Interpretation	___ Interpretation
___ Withdrawal	___ Withdrawal
___ Principle	___ Principle
___ Definition	___ Definition
_X_ Model Business Practice	_X_ Model Business Practice
___ Document	___ Document
___ Data Element	___ Data Element
___ Code Value	___ Code Value
___ X12 Implementation Guide	___ X12 Implementation Guide
___ Business Process Documentation	___ Business Process Documentation

3. RECOMMENDATION

SUMMARY:

Add proposed NAESB REQ Model Business Practices 3.1.1.1, 3.2.1.1, 3.3.1.1, 3.3.1.2, 3.3.1.3, 3.3.1.4, 3.3.1.5, 3.3.1.6, 3.3.3.1 (Model: non-disclosure agreement outline submitted under separate cover), 3.3.3.2 (Model: reference to Billing Services Agreement outline within Billing and Payments MBP's), 3.4.1.1, 3.4.1.2, 3.4.1.3, 3.5.1.1, 3.5.1,2, 3.5.1.3, 3.5.1.4, 3.6.1.1, 3.6.1.2, 3.6.1.3, 3.6.1.4, 3.6.1.5, 3.6.1.6, and related Introduction, Executive Summary, scope statement, Principles, and Definitions

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Proposed Model Business Practices Language:

Market Participant Interactions

Model Business Practices

(Title Page)

Version Notes

(To be completed by SUIS)

Introduction

The North American Energy Standards Board ("NAESB") is a voluntary non-profit organization comprised of members from all aspects of the natural gas and electric industries. Within NAESB, the Retail Electric Quadrant ("REQ") focuses on issues impacting the retail sale of energy to end-use Customers. The intent of the REQ Model Business Practices ("Practices") is to furnish guidance to Distribution Companies, Suppliers, and other Market Participants involved in providing competitive energy services to end-use Customers.

These Practices are voluntary and do not address policy issues that are the subject of state legislation or regulatory decisions. Any industry participant seeking additional or amended Practices (including principles, definitions, data elements, process descriptions, and technical implementation instructions) should submit a request to the NAESB office, detailing the change, so that the appropriate process may take place to make additions to or amend the Practices.

The purpose of the Market Participant Interactions Practices ("MPI Practices") is to describe the process for establishing the operational and business relationships between the Distribution Companies and Suppliers thus enabling them to work together in a more consistent and effective manner in a retail access environment. These MPI Practices were developed by industry participants based on their experience in the marketplace as well as currently accepted business processes. These MPI Practices have been adopted with the realization that as the industry evolves, additional and amended MPI Practices may be necessary.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

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Executive Summary

Successful development and operation of competitive energy markets require that all Market Participants have a clear understanding of their roles and obligations related to interactions between Distribution Companies and Suppliers. Role definition incorporates not only the processes and functions to be performed, but also describes interactions and communications necessary between Distribution Companies and Suppliers to enable the market to function efficiently.

Expectations, obligations and performance standards associated with the roles will be defined by the Governing Documents. Although the specifics of the documents will vary depending on the jurisdiction, following the guidelines proposed in these MPI Practices should ensure that key elements are in place so that all parties are aware of their responsibilities.

The focus of these MPI Practices is the process for establishing the operational business relationship between Distribution Companies and Suppliers. Use of these MPI Practices should ensure retail access customers are served in a consistent and efficient manner.

The relationships among Market Participants are defined by the following:

Governing Documents
Regulatory Documents
Contractual Agreements
Distribution Company Operational Manuals
Performance Standards
Supplier Certification

The relationships defined in the above list may include, but are not limited to: creditworthiness arrangements, dispute resolution, and working relationships when the parties jointly perform Customer activities (e.g. billing). Suggested business rules applicable to these activities may be the subject of other REQ Practices.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

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Requester: **Request No.: 2004 Annual Plan Item 2**

Business Process and Practices

A. Overview

Scope

The procedures and processes described in these MPI Practices are intended to provide a consistent framework for identifying and documenting the roles of the various Market Participants involved in serving Customers' energy needs in competitive markets.

In practice, the Governing Documents described within these MPI Practices will guide the interactions between Market Participants including:

- Suppliers in their interactions with Distribution Companies
- Distribution Companies in their interactions with Suppliers
- Other Market Participants in their interactions with Suppliers, Distribution Companies, or both, including, but not limited to, entities that:
  - Perform the Registration Agent function (when not performed by the Distribution Company),
  - Perform meter reading,
  - Perform billing,
  - Aggregate (but not serve) Customer loads, or
  - Perform/support settlement.

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Principles

The Governing Documents developed for a given geographical market area should be comprehensive and consistent with one another so that all Market Participants have a clear understanding of their roles and obligations.

Role definition should include not only the processes and functions to be performed, but also a description of interactions and communications necessary among Market Participants to enable the market to function efficiently.

All parties should strive to maximize flexibility while minimizing the number and complexity of Governing Documents.

Performance standards should be established for key processes and transactions to ensure that all parties fulfill their roles.

A testing/certification process, as defined in the Governing Documents, is desirable to ensure that new entrants to a market are qualified to perform their roles.

Definitions

Applicable Regulatory Authority: The state regulatory agency or other local governing body that provides oversight, policy guidance, and direction to any parties involved in the process of providing energy to retail access Customers through regulations and orders.

Billing Party: The party performing billing services for one or more parties.

Billing Services Agreement: A legally binding document between the Distribution Company and the Supplier used when one of the parties is performing Consolidated Billing for the other party. Such document sets forth the expectations and responsibilities of each party.

Consolidated Billing: The billing option in which the Distribution Company or Supplier renders a Customer bill consolidating the energy, transmission / transportation and distribution charges of the Distribution Company and the Supplier, for which a single payment from the Customer is expected.

Customer: Any entity that takes gas and/or electric service for its own consumption.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

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Distribution Company: A regulated entity which provides distribution services and may provide energy and/or transmission/transportation services in a given area.

Distribution Company Operational Manuals: Documents prepared and published by Distribution Companies that describe, in detail the operating processes/procedures used to perform retail access functions.

Distribution Company-Supplier Service Agreement: A bi-lateral contractual agreement between the Distribution Company and the Supplier that determines the parties' roles, responsibilities, and interactions in serving retail access Customers. Usually this will be the master agreement that will cover most aspects of providing retail access service. There may be one or more subsidiary agreements, covering specific functional areas.

Governing Documents: Documents that determine the interactions among parties, including, but not limited to, regulatory documents (e.g., tariffs, rules, regulations), contractual agreements, and Distribution Company Operational Manuals.

Market Participant: A party engaged in the process of providing competitive retail energy to end-use customers including, but not limited to, the Distribution Company, the Supplier, the Registration Agent, the settlement agent, and the meter reading entity.

Market Participant Service Agreements: All contractual agreements between or among Market Participants that determine the parties' roles, responsibilities, and interactions in serving retail access Customers. These include the Distribution Company-Supplier Service Agreement and any other agreements executed by Market Participants to facilitate retail access (e.g. a contract between a meter reading entity, the Distribution Company, and the Supplier detailing how usage data will be provided).

Non-Billing Party: The party whose charges are being combined into a statement (or invoice) prepared and rendered by another party.

Registration Agent: An entity facilitating switches and performing record-keeping for a specified geographical area.

Trading Partner Agreement: A legally binding agreement between any two Market Participants defining each party's expectations and responsibilities for doing business with each other using Uniform Electronic Transactions.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

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B. Model Business Practices

3.1 Governing Documents

3.1.1 Model Business Practices

3.1.1.1 Typically, the following operational items are addressed in the Governing Documents:

- General
  - Any fees or charges
  - Creditworthiness
  - Standard operating rules
  - Performance standards
  - Dispute resolution process
  - Uniform Electronic Transactions
- Customer Enrollment/Switching
  - Release of Customer information
  - Switching processes and procedures
  - Customer authorization
- Customer Billing and Payment Processing
  - Meter reading and data management
  - Customer billing
  - Customer payment processing
  - Customer credit and collection processes and procedures
- Customer Service
  - Customer service processes and procedures
- Settlement
  - Energy losses
  - Load profiles
  - Scheduling processes and procedures
  - Retail settlement

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

3.1.2 Datasets

None

3.1.3 Models

None

3.2 Regulatory Documents

3.2.1 Model Business Practices

3.2.1.1 Market Participants will utilize regulatory documents established by the Applicable Regulatory Authority to provide the policy framework for retail access, including the following:

- All fees and/or credits required for regulated services,
- Definitions of roles and responsibilities, including what has to be done, by when and by whom,
- Definitions of regulatory policy in such areas as: available metering and billing options, creditworthiness standards, and load profiling eligibility.

3.2.2 Datasets

None

3.2.3 Models

None

3.3 Contractual Agreements

3.3.1 Model Business Practices

3.3.1.1 Market Participants should execute contractual agreements with one another to establish the legal relationship and obligations between the parties in providing retail access service to Customers.

3.3.1.2 At a minimum, the Distribution Company and the Supplier should execute a Distribution Company-Supplier Service Agreement encompassing, either directly or through subsidiary agreements, all aspects of providing retail access service where these parties depend upon one another.

3.3.1.3 To the extent that some functions required for retail access service are performed by third parties, other than a Distribution Company or Supplier, this third party should execute Market Participant Service Agreements with the Distribution Company or Supplier, as applicable, for the service(s) provided.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

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Requester: **Request No.: 2004 Annual Plan Item 2**

3.3.1.4 If applicable, Market Participants should also execute:

- Trading Partner Agreements and
- Billing Services Agreements

3.3.1.5 In addition to specifying the roles and responsibilities, the Market Participant Service Agreement should also:

- Define the communication process between the parties,
- Set forth performance expectations,
- Define data required for interactions,
- Specify the optional services, such as billing method or metering options that one party will supply to the other along with the relevant terms and conditions, and
- Define the dispute resolution process.

3.3.1.6 The content of contractual agreements between Market Participants should adhere to the policies of the Applicable Regulatory Authority.

3.3.2 Datasets

None

3.3.3 Models

3.3.3.1 Outline of a Non-Disclosure Agreement

3.3.3.2 Outline of a Billing Services Agreement (See Billing and Payment Model Business Practices)

3.4 Distribution Company Operational Manuals

3.4.1 Model Business Practices

3.4.1.1 Detailed Distribution Company processes and procedures regarding retail access not covered in regulatory documents or contractual agreements should be stated in Distribution Company Operational Manuals.

3.4.1.2 Operational manuals should be nondiscriminatory and publicly available.

3.4.1.3 The content of Distribution Company Operational Manuals should adhere to the policies set in regulatory documents and applicable contractual agreements. Where required, the Distribution Company Operational Manuals should be approved by the Applicable Regulatory Authority.

3.4.2 Datasets

None

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

3.4.3 Models

None

3.5 Performance Standards

3.5.1 Model Business Practices

3.5.1.1 Performance standards should be developed for key retail access processes and should be published in the Governing Documents.

3.5.1.2 Market performance should be monitored, compared to these standards, and appropriate actions taken to achieve performance that meets the standards.

3.5.1.3 Performance standards should be:

- o nondiscriminatory;
- o publicly available;
- o collaboratively developed and modified; and
- o acknowledged by the Applicable Regulatory Authority.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

3.5.1.4 Performance standards may be considered for the following operational items, as well as others:

- Customer Information Exchange
  - Customer information request responses issued within the appropriate time frame (indication of problems accessing and/or transmitting Customer information).
- Customer Switching
  - Rejected Switch Requests (indication of problems obtaining necessary validation data from Customer and/or passing data from Supplier to Distribution Company);
  - Customer notification letters issued within the appropriate time frame (indication that Customers are notified of Switching activity in time to take action if appropriate);
  - Customer rescissions (indication of Customer confusion, misinformation, and/or unauthorized Switching); and
  - Switch responses to valid Switch Requests (or Drop responses to valid Drop Requests) within specified time frame (indication of degree of automation and/or accuracy of Switching systems and ability to implement Customer choices).
- Meter Usage and Meter Attributes Data Transfer
  - Time frame for providing meter data (indication of degree of automation and/or accuracy of meter data management systems); and
  - Acceptable levels of estimated/missing data (indication of degree of automation and/or accuracy of meter reading and meter data management systems).
- Billing
  - Required turnaround of Bill Ready charges (indication of problems receiving, calculating and/or transmitting bill-ready billing information within the billing window);
  - Consolidated bills issued with all appropriate charges (indication that Customers are receiving timely and accurate consolidated bills); and
  - Amount of time to render bills after receipt of the Non-Billing Party charges (indication that consolidated bills are issued promptly).
- Payments
  - Customer payments provided by the Billing Party to the Non-Billing Party within an appropriate time frame (indication of problems exchanging cash transactions between the parties); and
  - Assumption of Receivables payments made by the Billing Party to the Non-Billing Party within the appropriate time frame (indication of problems exchanging cash transactions between the parties).

3.5.2 Datasets

None

3.5.3 Models

None

3.6 Supplier Certification

3.6.1 Model Business Practices

3.6.1.1 Distribution Companies should have a process to certify a Supplier's, or other Market Participant's, ability to perform the roles required of them in that Distribution Company's service area.

3.6.1.2 Distribution Companies should apply the certification process in a non-discriminatory manner to all parties who have met all statutory/regulatory requirements for the relevant jurisdiction (e.g. if Supplier licensing is required, a license has been obtained).

3.6.1.3 Certification requirements should be met prior to enrolling customers (if a Supplier) or prior to providing a service (other Market Participants providing services such as meter reading or billing).

3.6.1.4 Key elements of certification include:

- Demonstrating the ability to exchange data and conduct business via the Uniform Electronic Transactions that have been developed for use in the jurisdiction.
- Demonstrating the ability to handle reasonably expected volumes of transactions accurately while meeting performance standards applicable to the market area.

3.6.1.5 Certification requirements should be publicly available so that all potential Market Participants know what is expected.

3.6.1.6 Demonstrations of required abilities should include, but are not limited to, nondiscriminatory tests resulting in the successful transfer of funds and/or test data.

3.6.2 Datasets

None

3.6.3 Models

None

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

4. SUPPORTING DOCUMENTATION

a. Description of Request:

2004 Annual Plan item 2 – Market Participant Interactions

Develop model practices to support interactions between Distribution Companies and/or registration agents and Suppliers, such as supplier registration processes, governing documents, and rules and obligations of both Distribution Company and/or registration agent and Supplier (e.g. content and framework of governing documents or orders).

b. Description of Recommendation:

Supplier-Utility Interface Subcommittee

The proposed Market Participation Interactions Model Business Practices are the result of a series of meetings and conference calls held by the Retail Electric Quadrant's Supplier-Utility Interface Subcommittee begun in October of 2003, resulting in approval of Model Business practices at a June 15, 2004 meeting

See the Supplier-Utility Interface Subcommittee (SUIS) meeting minutes, attachments, and transcripts for the supporting documentation, discussion, and voting records for the following dates:

October 23, 2003
December 13, 2003
January 13, 2004
March 3, 2004
March 18/2004
May 6-7, 2004
June 15, 2004

c. Business Purpose:

The business purpose for the proposed Model Business Practices is to facilitate the establishment and maintenance of working relationships between Distribution Companies and/or registration agents and Suppliers to enable them to serve retail access Customers. The practices do so by presenting a consistent framework for structuring and documenting the various relationships between Market Participants that must exist if the parties are to successfully work together serving retail access Customers.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

The proposed Model Business Practices were developed in a consensus-oriented process with active participation from all four REQ Segments: Distributors, Suppliers, Services, and End-Users. That a degree of consensus was reached in evidenced by the passage of a motion at the May 7, 2004 SUIS Meeting to approve the proposed Market Participant Interactions Model Business Practices, but to withhold a recommendation to the Executive Committee pending the outcome of a subsequent Glossary Subcommittee meeting to define Trading Partner Agreement..

The voting record of May 7, 2004 follows:

Motion #	2			Date:	5/7/2004			
Motion:	Move to approve the MPI MBP's as modified at today's meeting and hold recommendation to EC until Glossary Subcommittee provides a definition for trading partner agreement..							
REQ Moved:	Tom Rone			Seconded:	Mary Edwards			
RGQ Moved:	Marcy McCain			Seconded:	Bill Barkas			
	Raw Votes				**Balanced Votes**			**Motion**
	For	Against	Total	Abstain	Total Wt	For	Against	Total	**Status**
REQ									
End Users	0	0	0	0	0	0.00	0.00	0	
Distributors	9	0	9	0	2	2.00	0.00	2	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	10	**0**	**10**	**0**	3	**3.00**	**0.00**	3	**PASS**
RGQ									
End Users	0	0	0	0	0	0.00	0.00	0	
LDCs	0	0	0	0	0	0.00	0.00	0	
Suppliers	2	0	2	0	2	2.00	0.00	2	
Services	0	0	0	0	0	0.00	0.00	0	
	2	**0**	**2**	**0**	2	**2.00**	**0.00**	2	**PASS**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Retail Electric Quadrant		Motion # 2		
(Read Comments in B3,C1,C3,C4)		Yes	No	Abs
REQ - Distributors				
1	Edwards, Mary	1		
2	Alston Rick			
3	Eynon, Patrick	1		
4	Wolf, Bill	1		
5	Ray, Judy	1		
6	Yetman, Kathy	1		
7	Camp, Yvette	1		
8	Thiry, Ken			
9	Newbold, Bill	1		
10	Rone, Tom	1		
11	Dan Jones	1		
REQ - Dist Total		**9**	**0**	**0**
REQ - End-User				
REQ - End-User Total		**0**	**0**	**0**
REQ - Services				
REQ Services Total		**0**	**0**	**0**
REQ - Suppliers				
1	Adams, Tan	1		
REQ - Suppliers Toal		**1**	**0**	**0**

Retail Gas Quadrant		Motion # 2		
(Read Comments in B54,C53,C54,C55)		Yes	No	Abs
RQQ - Distributors				
1	Precht, Phil			
RGQ - Dist Total		**0**	**0**	**0**
RGQ - End-User				
RGQ - End-User Total		**0**	**0**	**0**
RGQ - Services				
RGQ Services Total		**0**	**0**	**0**
RGQ - Suppliers				
1	Barkas, Bill	1		
2	McCain, Marcy	1		
RGQ - Suppliers Toal		**2**	**0**	**0**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

The Glossary Subcommittee adopted a definition of Trading Partner Agreement on May 20, 2004 and SUIS reconsidered its prior approval of the MBP's at the June 15, 2004 SUIS meeting. THE REQ SUIS approved the new definition and its inclusion as a defined term in the MBP's, and made several other minor modifications to the MBP's on June 15th. A new motion was made and approved to recommend the Market Participant Interactions MBP's, as amended on June 15th, to the Executive Committee.

The voting record of June 15, 2004 follows:

Motion #	1				Date: 6/15/2004				
Motion:	Adopt the TPA definition as recommended by the Glossry Subcommittee for use in the Market Participant Interactions MBP's, capitalize the term where used, and recommend the MPI MBP's as modifed at the June 15th SUIS meeting to the EC..								
REQ	Moved:	Mary Edwards			Seconded:	Tom Rone			
RGQ	Moved:	Dan Jones			Seconded:	Mike Coyle			
Vote	**Raw Votes**				**Balanced Votes**				**Motion**
Tally	For	Against	Total	Abstain	Total Wt	For	Against	Total	**Status**
REQ									
End Users	0	0	0	0	0	0.00	0.00	0	
Distributors	7	0	7	0	2	2.00	0.00	2	
Suppliers	0	0	0	1	0	0.00	0.00	0	
Services	0	0	0	0	0	0.00	0.00	0	
	7	**0**	**7**	**1**	2	**2.00**	**0.00**	2	**PASS**
RGQ									
End Users	0	0	0	0	0	0.00	0.00	0	
LDCs	2	0	2	0	2	2.00	0.00	2	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	3	**0**	**3**	**0**	3	**3.00**	**0.00**	3	**PASS**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2004 Annual Plan Item 2**

Retail Electric Quadrant		Motion # 1		
(Read Comments in B3,C1,C3,C4)		Yes	No	Abs
REQ - Distributors				
1	Judy Ray	1		
2	Yvette Camp	1		
3	Bill Newbold	1		
4	Ken Thiry	1		
5	Bill Wolf	1		
6	Mary Edwards	1		
7	Tom Rone	1		
REQ - Dist Total		**7**	**0**	**0**
REQ - End-User				
REQ - End-User Total		**0**	**0**	**0**
REQ - Services				
REQ Services Total		**0**	**0**	**0**
REQ - Suppliers				
1	Sarah Staschak			1
REQ - Suppliers Toal		**0**	**0**	**1**

Retail Gas Quadrant		Motion # 1		
(Read Comments in B54,C53,C54,C55)		Yes	No	Abs
RQQ - Distributors				
1	Mike Coyle	1		
2	Dan Jones	1		
RGQ - Dist Total		**2**	**0**	**0**
RGQ - End-User				
RGQ - End-User Total		**0**	**0**	**0**
RGQ - Services				
RGQ Services Total		**0**	**0**	**0**
RGQ - Suppliers				
1	Marcy McCain	1		
RGQ - Suppliers Toal		**1**	**0**	**0**

NORTH AMERICAN ENERGY STANDARDS BOARD

Executive Committee Meeting – WEQ, REQ, RGQ, WGQ Meeting Materials
August 24-26, 2004

Non-disclosure Agreement

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

1. Recommended Action:

_X_ Accept as requested
___ Accept as modified below
___ Decline

Effect of EC Vote to Accept Recommended Action:

_X_ Change to Existing Practice
___ Status Quo

2. TYPE OF MAINTENANCE

Per Request:

___ Initiation
___ Modification
___ Interpretation
___ Withdrawal

___ Principle
___ Definition
_X_ Model Business Practice
___ Document
___ Data Element
___ Code Value
___ X12 Implementation Guide
___ Business Process Documentation

Per Recommendation:

_X_ Initiation
___ Modification
___ Interpretation
___ Withdrawal

___ Principle
___ Definition
_X_ Model Business Practice
___ Document
___ Data Element
___ Code Value
___ X12 Implementation Guide
___ Business Process Documentation

3. RECOMMENDATION

SUMMARY:

Add proposed NAESB RGQ Model Business Practices (Models) to the proposed RGQ Model Business Practices on Market Participant Interactions:

This outline of a non-disclosure agreement to be added as a Model within the proposed Market Participant Interactions MBP's as MBP 3.3.3.1

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

Proposed Model Business Practices Language:

Exhibit to Market Participant Interactions: Outline for a Non-Disclosure Agreement

Introduction

The following outline for a non-disclosure agreement ("Agreement") attempts to address the issues surrounding information considered to be confidential which must be shared between two parties. This outline provides a framework from which to create a specific non-disclosure agreement and is not intended to be a formal, legal document.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

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3 USAGE AND PROTECTIONS OF INFORMATION CONSIDERED CONFIDENTIAL

4 DISCLOSURE OF INFORMATION CONSIDERED CONFIDENTIAL

5 ENFORCEABILITY

6 REMEDIES

7 REPRESENTATIONS AND WARRANTIES

8 CONTACT INFORMATION

9 DISCLAIMERS

10 MISCELLANEOUS PROVISIONS

11 SIGNATURES

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

1 GENERAL AND ADMINISTRATIVE PROVISIONS

The opening section typically names the parties to which the Agreement applies and the date on which the Agreement was initially signed.

1.1 Purpose of Agreement

This section identifies in general terms the purpose of the Agreement and the general terms and conditions that bind the parties, either during the initial contact with a potential business partner or after a business relationship has been established.

Typical clauses may include the following:

a. Neither party is obligated under this Agreement to purchase from or provide to the other party any service or product.

b. There are other applicable laws, regulations, codes, etc. that govern the relationship.

1.2 Term of Agreement

This section defines the effective date of the Agreement (which may differ from the date on which it is signed) and the date the Agreement will terminate. This section also includes a description of the process by which one party may inform the other of its desire to terminate the Agreement.

The date of termination may coincide with any of the following:

a. The date that a modified or new Agreement commences;
b. The date that certain automatic termination clauses come into effect.

1.3 Actions to be taken Upon Termination of Agreement

This section describes the actions to be taken by either party upon termination of the Agreement (e.g. return or destruction of information considered confidential), including the timing of such actions.

This section also states what protections would continue after the termination of the Agreement.

1.4 Assignment

This sectiondefines the terms and conditions under which a party to the Agreement may assign its rights or obligations to a third party.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

Typically, clauses would say that neither party may assign its rights or obligations hereunder, except to an affiliate or successor in interest, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

2 TYPES OF INFORMATION CONSIDERED CONFIDENTIAL

This sectiondefines the types of information considered confidential as covered by the Agreement. Such information may vary depending upon the nature of the specific Non-Disclosure Agreement.

This section also defines when the protections afforded by this Agreement may not apply to certain information.

Typically, protections may not apply to information that:

a. Was publicly known at the time of the party's communication of this information to the receiving party;

b. Becomes publicly known through no fault of the receiving party or affiliate subsequent to the time of the party's communication of this information to the receiving party;

c. Was rightfully in the receiving party's or affiliate's possession free from any obligation of confidence at the time of the party's communication of this information to the receiving party;

d. Is rightfully obtained by the receiving party or affiliate from third parties authorized to make such disclosure without restriction;

e. Is identified by the party's communication to no longer be proprietary or confidential; or

f. Is required to be disclosed by existing laws, regulations, or court orders.

3 USAGE AND PROTECTIONS OF INFORMATION CONSIDERED CONFIDENTIAL

This sectiondescribes the specific usage of the information considered confidential as defined in the Agreement.

For example, if this is an Agreement for creditworthiness, this section could limit the usage of such information by the Creditor for the purpose of evaluation of the financial status of the Applicant and/or the Applicant's affiliates as it relates to a determination by the Creditor of whether or not the parties may enter into a written contract for the supply or delivery of energy.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

The section also describes the protections of the information considered confidential.

For example, typical protections might be that the party receiving the information shall protect such information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance (i.e. physical or electronic access), but in any case using no less than a reasonable degree of care.

This section also defines who owns the information considered confidential.

4 DISCLOSURE OF INFORMATION CONSIDERED CONFIDENTIAL

This sectionlists the conditions under which and to whom the information considered to be confidential may be disclosed.

a. The party receiving the information could, for example, be limited to disclosing such information to affiliates, employees, agents, etc. based on those who have a need to know and are bound to protect the received information from unauthorized use and disclosure under the terms of the Agreement.

b. In the event a party is required by law, regulation or court order to disclose any of the information, the party will promptly notify the other party prior to making any such disclosure.

5 ENFORCEABILITY

This section describes the law and forum applicable to the Agreement.

This sectionalso describes the enforceability of the Agreement under certain conditions.

For example, if any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties expressed herein.

This section typically contains a statement that any delay or omission in enforcing any terms of the Agreement shall not be deemed a waiver of the right to enforce such terms and that any waiver of a breach of the Agreement shall not constitute a waiver as to any future breach.

6 REMEDIES

This section describes the remedies available to the parties in the event either party fails to comply with the provisions of the Agreement (e.g. injunctive relief, damages).

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

7 REPRESENTATIONS AND WARRANTIES

This section describes any representations and warranties provided.

8 CONTACT INFORMATION

This section typically provides the name, address, telephone number, facsimile number, and e-mail address of the primary and alternate designated contacts for each party.

9 DISCLAIMERS

This section typically lists disclaimers regarding items such as the responsibility for costs and the nature of the relationship.

This section may also disclaim accuracy, completeness, etc., of the information considered confidential as well as disclaiming liability resulting from the use of the information considered confidential.

10 MISCELLANEOUS PROVISIONS

This section typically includes a statement that neither party shall be paid a fee for entering into this Agreement.

This section also typically includes a statement that this Agreement does not preclude the parties from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

This section may also include a statement as to the whether and under what circumstances the existence of this Agreement may be made public.

This section may include a statement that this Agreement constitutes the entire agreement between the parties and may be modified only in writing as mutually agreed to by the parties.

11 SIGNATURES

This sectionincludes the names and signatures of the signatories to the Agreement for each party.

This section may also include a certification statement that says the signatory is duly authorized to sign for the party.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

4. SUPPORTING DOCUMENTATION

a. Description of Request:

2002-2003 Annual Plan Item 3 - Creditworthiness

Develop practices for extending commercial credit by Distributors to Supplier to cover financial risk.

2004 Annual Plan Item 2 – Market Participant Interactions

Develop model practices to support interactions between Distribution Companies and/or registration agents and Suppliers, such as supplier registration processes, governing documents, and rules and obligations of both Distribution Company and/or registration agent and Supplier (e.g. content and framework of governing documents or orders).

This model completes the work on Creditworthiness. The Supplier-Utility Interface Subcommittee began work on this Model under this Annual Plan item as a model for the Creditworthiness MBP's, but later decided it had wider application and was more appropriate for inclusion as a Model within the Market Participant Interactions MBP's.

b. Description of Recommendation:

Supplier-Utility Interface Subcommittee

The proposed Model Business Practices are the result of a series of meetings and conference calls held by the Retail Gas Quadrant's Supplier-Utility Interface Subcommittee begun in May of 2003, resulting in approval of Model Business practices at a May 6-7, 2004 meeting

See the Supplier-Utility Interface Subcommittee (SUIS) meeting minutes, attachments, and transcripts for the supporting documentation, discussion, and voting records for the following dates:

May 15, 2003
June 19, 2003
July 15-16, 2003
July 31, 2003
August 11, 2003
September 11, 2003
October 23, 2003
December 13, 2003
January 13, 2004
March 3, 2004
March 18/2004
May 6-7, 2004

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

c. Business Purpose:

The business purpose for the proposed Model Business Practices is to facilitate the establishment of working relationships between Distribution Companies and Suppliers to enable them to serve retail access Customers. The practices do so by presenting a consistent methodology for protecting the confidentiality of sensitive information that must be exchanged between Market Participants in order to do business with one another.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

The proposed Model Business Practices were developed in a consensus-oriented process with active participation from all four RGQ Segments: Distributors, Suppliers, Services, and End-Users. That a degree of consensus was reached in evidenced by the passage of a motion at the May 6 SUIS Meeting to recommend the proposed Model under consideration to the Executive Committee. However, only the Distributor and Supplier Segments of RGQ were represented at the May 6, 2004 meeting.

The voting record of May 6, 2004 follows:

Motion #	1				Date:	5/6/2004			
Motion:	Move to adopt the non-disclsoure agreement outline as amended today as a Model to Market Participant Interactions (MPI) MBP's and send to EC when MPI MBP's are submitted..								
REQ	Moved:	Mary Edwards			Seconded:	Kathy Yetman			
RGQ	Moved:	Phil Precht			Seconded:	Bill Barkas			
Vote Tally	**Raw Votes**				**Balanced Votes**				**Motion Status**
	For	Against	Total	Abstain	Total Wt	For	Against	Total	
REQ									
End Users	0	0	0	0	0	0.00	0.00	0	
Distributors	9	0	9	0	2	2.00	0.00	2	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	10	**0**	**10**	**0**	3	**3.00**	**0.00**	3	**PASS**
RGQ									
End Users	0	0	0	0	0	0.00	0.00	0	
LDCs	1	0	1	0	1	1.00	0.00	1	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	2	**0**	**2**	**0**	2	**2.00**	**0.00**	2	**PASS**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL GAS QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 3**
2004 Annual Plan Item 2

Retail Electric Quadrant		Motion # 1		
(Read Comments in B3,C1,C3,C4)		Yes	No	Abs
REQ - Distributors				
1	Edwards, Mary	1		
2	Alston Rick	1		
3	Eynon, Patrick	1		
4	Wolf, Bill	1		
5	Ray, Judy	1		
6	Yetman, Kathy	1		
7	Camp, Yvette	1		
8	Thiry, Ken	1		
9	Newbold, Bill	1		
10	Rone, Tom			
11	Dan Jones			
REQ - Dist Total		**9**	**0**	**0**
REQ - End-User				
REQ - End-User Total		**0**	**0**	**0**
REQ - Services				
REQ Services Total		**0**	**0**	**0**
REQ - Suppliers				
1	Adams, Tan	1		
REQ - Suppliers Toal		**1**	**0**	**0**

Retail Gas Quadrant		Motion # 1		
(Read Comments in B54,C53,C54,C55)		Yes	No	Abs
RQQ - Distributors				
1	Precht, Phil	1		
RGQ - Dist Total		**1**	**0**	**0**
RGQ - End-User				
RGQ - End-User Total		**0**	**0**	**0**
RGQ - Services				
RGQ Services Total		**0**	**0**	**0**
RGQ - Suppliers				
1	Barkas, Bill	1		
2	McCain, Marcy			
RGQ - Suppliers Toal		**1**	**0**	**0**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 2**
2004 Annual Plan Item 2

1. Recommended Action:

_X_ Accept as requested
___ Accept as modified below
___ Decline

Effect of EC Vote to Accept Recommended Action:

_X_ Change to Existing Practice
___ Status Quo

2. TYPE OF MAINTENANCE

Per Request:

___ Initiation
___ Modification
___ Interpretation
___ Withdrawal

___ Principle
___ Definition
_X_ Model Business Practice
___ Document
___ Data Element
___ Code Value
___ X12 Implementation Guide
___ Business Process Documentation

Per Recommendation:

_X_ Initiation
___ Modification
___ Interpretation
___ Withdrawal

___ Principle
___ Definition
_X_ Model Business Practice
___ Document
___ Data Element
___ Code Value
___ X12 Implementation Guide
___ Business Process Documentation

3. RECOMMENDATION

SUMMARY:

Add proposed NAESB REQ Model Business Practices (Models) to the proposed REQ Model Business Practices on on Market Participant Interactions:

This outline of a non-disclosure agreement to be added as a Model within the proposed Market Participant Interactions MBP's as MBP 3.3.3.1

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 2**
2004 Annual Plan Item 2

Proposed Model Business Practices Language:

Exhibit to Market Participant Interactions: Outline for a Non-Disclosure Agreement

Introduction

The following outline for a non-disclosure agreement ("Agreement") attempts to address the issues surrounding information considered to be confidential which must be shared between two parties. This outline provides a framework from which to create a specific non-disclosure agreement and is not intended to be a formal, legal document.

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 2**
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4 DISCLOSURE OF INFORMATION CONSIDERED CONFIDENTIAL

5 ENFORCEABILITY

6 REMEDIES

7 REPRESENTATIONS AND WARRANTIES

8 CONTACT INFORMATION

9 DISCLAIMERS

10 MISCELLANEOUS PROVISIONS

11 SIGNATURES

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 2**
2004 Annual Plan Item 2

1 GENERAL AND ADMINISTRATIVE PROVISIONS

The opening section typically names the parties to which the Agreement applies and the date on which the Agreement was initially signed.

1.1 Purpose of Agreement

This section identifies in general terms the purpose of the Agreement and the general terms and conditions that bind the parties, either during the initial contact with a potential business partner or after a business relationship has been established.

Typical clauses may include the following:

a. Neither party is obligated under this Agreement to purchase from or provide to the other party any service or product.

b. There are other applicable laws, regulations, codes, etc. that govern the relationship.

1.2 Term of Agreement

This section defines the effective date of the Agreement (which may differ from the date on which it is signed) and the date the Agreement will terminate. This section also includes a description of the process by which one party may inform the other of its desire to terminate the Agreement.

The date of termination may coincide with any of the following:

a. The date that a modified or new Agreement commences;
b. The date that certain automatic termination clauses come into effect.

1.3 Actions to be taken Upon Termination of Agreement

This section describes the actions to be taken by either party upon termination of the Agreement (e.g. return or destruction of information considered confidential), including the timing of such actions.

This section also states what protections would continue after the termination of the Agreement.

1.4 Assignment

This sectiondefines the terms and conditions under which a party to the Agreement may assign its rights or obligations to a third party.

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Typically, clauses would say that neither party may assign its rights or obligations hereunder, except to an affiliate or successor in interest, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

2 TYPES OF INFORMATION CONSIDERED CONFIDENTIAL

This sectiondefines the types of information considered confidential as covered by the Agreement. Such information may vary depending upon the nature of the specific Non-Disclosure Agreement.

This section also defines when the protections afforded by this Agreement may not apply to certain information.

Typically, protections may not apply to information that:

a. Was publicly known at the time of the party's communication of this information to the receiving party;

b. Becomes publicly known through no fault of the receiving party or affiliate subsequent to the time of the party's communication of this information to the receiving party;

c. Was rightfully in the receiving party's or affiliate's possession free from any obligation of confidence at the time of the party's communication of this information to the receiving party;

d. Is rightfully obtained by the receiving party or affiliate from third parties authorized to make such disclosure without restriction;

e. Is identified by the party's communication to no longer be proprietary or confidential; or

f. Is required to be disclosed by existing laws, regulations, or court orders.

3 USAGE AND PROTECTIONS OF INFORMATION CONSIDERED CONFIDENTIAL

This sectiondescribes the specific usage of the information considered confidential as defined in the Agreement.

For example, if this is an Agreement for creditworthiness, this section could limit the usage of such information by the Creditor for the purpose of evaluation of the financial status of the Applicant and/or the Applicant's affiliates as it relates to a determination by the Creditor of whether or not the parties may enter into a written contract for the supply or delivery of energy.

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The section also describes the protections of the information considered confidential.

For example, typical protections might be that the party receiving the information shall protect such information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance (i.e. physical or electronic access), but in any case using no less than a reasonable degree of care.

This section also defines who owns the information considered confidential.

4 DISCLOSURE OF INFORMATION CONSIDERED CONFIDENTIAL

This sectionlists the conditions under which and to whom the information considered to be confidential may be disclosed.

a. The party receiving the information could, for example, be limited to disclosing such information to affiliates, employees, agents, etc. based on those who have a need to know and are bound to protect the received information from unauthorized use and disclosure under the terms of the Agreement.

b. In the event a party is required by law, regulation or court order to disclose any of the information, the party will promptly notify the other party prior to making any such disclosure.

5 ENFORCEABILITY

This section describes the law and forum applicable to the Agreement.

This sectionalso describes the enforceability of the Agreement under certain conditions.

For example, if any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties expressed herein.

This section typically contains a statement that any delay or omission in enforcing any terms of the Agreement shall not be deemed a waiver of the right to enforce such terms and that any waiver of a breach of the Agreement shall not constitute a waiver as to any future breach.

6 REMEDIES

This section describes the remedies available to the parties in the event either party fails to comply with the provisions of the Agreement (e.g. injunctive relief, damages).

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7 REPRESENTATIONS AND WARRANTIES

This section describes any representations and warranties provided.

8 CONTACT INFORMATION

This section typically provides the name, address, telephone number, facsimile number, and e-mail address of the primary and alternate designated contacts for each party.

9 DISCLAIMERS

This section typically lists disclaimers regarding items such as the responsibility for costs and the nature of the relationship.

This section may also disclaim accuracy, completeness, etc., of the information considered confidential as well as disclaiming liability resulting from the use of the information considered confidential.

10 MISCELLANEOUS PROVISIONS

This section typically includes a statement that neither party shall be paid a fee for entering into this Agreement.

This section also typically includes a statement that this Agreement does not preclude the parties from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.

This section may also include a statement as to the whether and under what circumstances the existence of this Agreement may be made public.

This section may include a statement that this Agreement constitutes the entire agreement between the parties and may be modified only in writing as mutually agreed to by the parties.

11 SIGNATURES

This sectionincludes the names and signatures of the signatories to the Agreement for each party.

This section may also include a certification statement that says the signatory is duly authorized to sign for the party.

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4. SUPPORTING DOCUMENTATION

a. Description of Request:

2003-2003 Annual Plan Item 2 - Creditworthiness

Develop practices for extending commercial credit by Distributors to Supplier to cover financial risk.

2004 Annual Plan Item 2 – Market Participant Interactions

Develop model practices to support interactions between Distribution Companies and/or registration agents and Suppliers, such as supplier registration processes, governing documents, and rules and obligations of both Distribution Company and/or registration agent and Supplier (e.g. content and framework of governing documents or orders).

This model completes the work on Creditworthiness. The Supplier-Utility Interface Subcommittee began work on this Model under this Annual Plan item as a model for the Creditworthiness MBP's, but later decided it had wider application and was more appropriate for inclusion as a Model within the Market Participant Interactions MBP's.

b. Description of Recommendation:

Supplier-Utility Interface Subcommittee

The proposed Model Business Practices are the result of a series of meetings and conference calls held by the Retail Electric Quadrant's Supplier-Utility Interface Subcommittee begun in May of 2003, resulting in approval of Model Business practices at a May 6-7, 2004 meeting

See the Supplier-Utility Interface Subcommittee (SUIS) meeting minutes, attachments, and transcripts for the supporting documentation, discussion, and voting records for the following dates:

May 15, 2003
June 19, 2003
July 15-16, 2003
July 31, 2003
August 11, 2003
September 11, 2003
October 23, 2003
December 13, 2003
January 13, 2004
March 3, 2004
March 18/2004
May 6-7, 2004

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c. Business Purpose:

The business purpose for the proposed Model Business Practices is to facilitate the establishment of working relationships between Distribution Companies and Suppliers to enable them to serve retail access Customers. The practices do so by presenting a consistent methodology for protecting the confidentiality of sensitive information that must be exchanged between Market Participants in order to do business with one another.

d. Commentary/Rationale of Subcommittee(s)/Task Force(s):

The proposed Model Business Practices were developed in a consensus-oriented process with active participation from all four REQ Segments: Distributors, Suppliers, Services, and End-Users. That a degree of consensus was reached in evidenced by the passage of a motion at the May 6 SUIS Meeting to recommend the proposed Model under consideration to the Executive Committee. However, only the Distributor and Supplier Segments of REQ were represented at the May 6, 2004 meeting..

The voting record of May 6, 2004 follows:

Motion #	1			Date: 5/6/2004				
Motion:	Move to adopt the non-disclsoure agreement outline as amended today as a Model to Market Participant Interactions (MPI) MBP's and send to EC when MPI MBP's are submitted..							
REQ Moved:	Mary Edwards			Seconded:	Kathy Yetman			
RGQ Moved:	Phil Precht			Seconded:	Bill Barkas			
Vote Tally	**Raw Votes**				**Balanced Votes**			**Motion Status**
	For	Against	Total	Abstain	Total Wt	For	Against	Total	
REQ									
End Users	0	0	0	0	0	0.00	0.00	0	
Distributors	9	0	9	0	2	2.00	0.00	2	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	10	**0**	**10**	**0**	3	**3.00**	**0.00**	3	**PASS**
RGQ									
End Users	0	0	0	0	0	0.00	0.00	0	
LDCs	1	0	1	0	1	1.00	0.00	1	
Suppliers	1	0	1	0	1	1.00	0.00	1	
Services	0	0	0	0	0	0.00	0.00	0	
	2	**0**	**2**	**0**	2	**2.00**	**0.00**	2	**PASS**

RECOMMENDATION TO NAESB EXECUTIVE COMMITTEE

RETAIL ELECTRIC QUADRANT

Requester: **Request No.: 2002-2003 Annual Plan Item 2**
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Retail Electric Quadrant		Motion # 1		
(Read Comments in B3,C1,C3,C4)		Yes	No	Abs
REQ - Distributors				
1	Edwards, Mary	1		
2	Alston Rick	1		
3	Eynon, Patrick	1		
4	Wolf, Bill	1		
5	Ray, Judy	1		
6	Yetman, Kathy	1		
7	Camp, Yvette	1		
8	Thiry, Ken	1		
9	Newbold, Bill	1		
10	Rone, Tom			
11	Dan Jones			
REQ - Dist Total		**9**	**0**	**0**
REQ - End-User				
REQ - End-User Total		**0**	**0**	**0**
REQ - Services				
REQ Services Total		**0**	**0**	**0**
REQ - Suppliers				
1	Adams, Tan	1		
REQ - Suppliers Toal		**1**	**0**	**0**

Retail Gas Quadrant		Motion # 1		
(Read Comments in B54,C53,C54,C55)		Yes	No	Abs
RQQ - Distributors				
1	Precht, Phil	1		
RGQ - Dist Total		**1**	**0**	**0**
RGQ - End-User				
RGQ - End-User Total		**0**	**0**	**0**
RGQ - Services				
RGQ Services Total		**0**	**0**	**0**
RGQ - Suppliers				
1	Barkas, Bill	1		
2	McCain, Marcy			
RGQ - Suppliers Toal		**1**	**0**	**0**

NORTH AMERICAN ENERGY STANDARDS BOARD

Executive Committee Meeting – WEQ, REQ, RGQ, WGQ Meeting Materials
August 24-26, 2004

TAB 15

Retail Electric Quadrant Procedures Proposed Amendments

- ***Marked Up Procedures***
- ***Comments***

NORTH AMERICAN ENERGY STANDARDS BOARD

Executive Committee Meeting – WEQ, REQ, RGQ, WGQ Meeting Materials
August 24-26, 2004

Marked Up Procedures

North American Energy Standards Board
1301 Fannin, Suite 2350, Houston, Texas 77002
Phone: (713) 356-0060, Fax: (713) 356-0067, E-mail: naesb@naesb.org
Home Page: www.naesb.org

To: REQ Members and REQ EC
Date: Friday, July 23, 2004
Subject: NAESB Retail Electric Quadrant Draft Procedures Request for Comments

Dear NAESB REQ Members,

Attached please find revised Retail Electric Quadrant procedures that will be considered for discussion at the upcoming REQ Executive Committee meeting. If you have comments, please provide them in writing by August 24 to the NAESB office (vthomason@naesb.org) or plan to join the EC meeting in Colorado Springs (either in person or by phone). The procedures will be reviewed during the REQ EC meeting and all REQ members (list also attached) will be invited to discuss the procedures and changes, and draft a resolution to adopt the procedures. Immediately following the REQ EC meeting, during which all REQ members are invited to attend either in person or by phone, the resolution that was drafted will be sent out via email along with the procedures for a two week review. Following the two week review period, any comments received along with the resolution and the procedures will be sent out for vote. The balloting period will also be two weeks. For the procedures to be adopted, 67% of the REQ members and 40% of the members of each of the segments of the REQ are required to vote in the affirmative.

In summary, the following timetable of events are:

Jul 23	REQ Procedures sent out for comment
Aug 24	Comments forwarded to the NAESB office
Aug 25	NAESB REQ membership meeting to discuss procedures and comments as part of the REQ EC meeting
Aug 26	Drafted resolution and procedures sent out for comment
Sep 9	Comment period concludes
Sep 10	Ballot sent out including comments received
Sep 24	Votes cast on procedures and announcement of results

Please feel free to call the office if you have any questions. We look forward to receiving your input and hearing from you on August 25.

Best Regards,

Rae McQuade
NAESB Executive Director

North American Energy Standards Board

Bylaws Addendum

Exhibit 4

Retail Electric Quadrant Procedures

Section 1 Definitions

1.1 Definitions Included In NAESB Bylaws

All capitalized terms, if not defined in Section 1.2, shall have the same definitions as specified in the Bylaws or Certificate of Incorporation of NAESB.

1.2 Definitions for the Purposes of this Exhibit

A. "EC Member" means a Member's representative serving on the EC.

B. "NAESB Office" means the administrative office of the Secretary of NAESB.

C. "REQ" means the Retail Electric Quadrant.

D. "REQ Designated Alternates" mean the group of individuals selected by each REQ Segment Membership to serve in the stead of REQ EC representatives who are unable to attend EC meetings.

E. "REQ EC" means the Executive Committee of the REQ.

F. "REQ Membership" means the Voting Members of the REQ collectively.

G. "REQ Segment" means one of the co-equal membership Segments of the NAESB Retail Electric Quadrant representing the following four (4) segments

of the retail electric industry: Distributors, End Users, Services, and Suppliers.

H. "Segment Membership" means the Segment Members collectively.

I. "Segment Procedures" means the procedures attached to this document as exhibits for each of the Segments, as amended.

Section 2 Purposes, Scope, Activities & Policies

2.1 Purposes , Scope & Activities

A. Purpose

The purpose of the REQ of the North American Energy Standards Board (NAESB) is to propose, evaluate and adopt voluntary standards and model business practices to promote competitive, efficient and reliable service in the retail electric industry.

B. Scope & Activities

The REQ is to address issues and practices that are within the scope of NAESB and appropriate to electric usage at the individual consumer level; that is, usage by an individual, partnership, corporation, or other entity consuming electricity at one or more facilities served by an electric distributor.

The REQ shall work closely with other NAESB Quadrants to strive for consistency where proposed Standards and Model Business Practices affect those other Quadrants.

2.2 Policies

The Retail Electric Quadrant shall comply with the policies and procedures laid out in the Bylaws and the Certificate of Incorporation of NAESB.

2.3 Segment Organization & Membership Requirements

Each prospective Member shall declare the Segment with which they are to be identified.

1. Distributors
   Persons engaged in the local distribution of electricity.

2. End Users

Persons that consume electricity, or who represent consumers of electricity.

3. Services
Persons that provide services to participants in the retail electric industry, including equipment manufacturers, equipment vendors, software providers, consultants, and other companies or individuals not otherwise eligible for membership in another Segment.

4. Suppliers
Persons engaged in the competitive sale of electricity to end users.

[There are no additional requirements in these procedures to those stated in Sections 3 & 4 of the NAESB Bylaws]

Section 5 Members

5.1 Voting Members

Membership and voting rights in the REQ of NAESB shall be open to any person that meets the following requirements:

A. The person has a significant business interest[1] in the retail electric market (or is a representative or Agent of such person), as determined by a simple majority of the Segment Membership, if challenged.

B. Representatives designated by any person in any Segment should have the authority to represent the interests of the person seeking to be a Segment Member.

C. Memberships in multiple Segments of the REQ are permissible for any person provided each membership is filed and declared with NAESB, the person meets the membership requirements of each Segment joined, and membership dues are paid for each Segment.

D. Only one membership per Segment is permissible for any person.

E. Multiple companies under common control within a corporate organization that desire to become Members must join individually. Members cannot extend their membership to their parent company, affiliates, or subsidiaries.

F. The person may be a trade association or an advocacy group representing a group of prospective members, provided that the trade association or advocacy group meets the requirements defined by its declared Segment in Segment Procedures.

[There are no additional requirements in these procedures other than those stated for Sections 5.2 through 5.4 of the NAESB Bylaws]

[1] As used in this section, "significant business interest" specifically includes the interests of statutorily appointed consumer advocates.

5.5 Removal of Members

Segment Members who do not have a significant business interest pertaining to the descriptions contained in Section 2.3 may be removed from Segment Membership by a simple majority vote of their declared Segment Membership.

Section 6 Meetings of the Members

All meetings held in association with the NAESB organization or the REQ are open to any interested person. From time to time, there may be joint meetings of the REQ with other Quadrants within NAESB, and Segments may meet jointly to transact Quadrant business.

Section 7 Board

7.1 Board Representation

The REQ shall elect Directors to the Board from each Segment in accordance with Segment Procedures.

7.2 Qualifications of Directors

A. Eligibility

To be eligible to serve as a representative on the NAESB Board of Directors, the Member's representative must

1) be willing to commit the time and resources necessary,
2) have the authority to fulfill the obligations as a REQ Director, and
3) be willing to meet the minimum threshold of participation and attendance established in the NAESB Bylaws, Section 9.7(f), and any other applicable provisions, as set forth in the NAESB Bylaws.

B. One Member, One Seat Per Quadrant

No two Directors elected by the REQ may be employees of the same Member holding membership in multiple Segments within the Quadrant. This restriction does not prohibit election of two Directors from two affiliated companies within a holding company having individual Member status, or from two companies with a parent-subsidiary relationship, provided that the two Directors from companies with such a relationship represent Members of differing Segments.

C. One Office Per Member Representative

Directors elected from the REQ may not hold both a Board seat and a seat on the REQ EC at any point in time. If an REQ EC Member is elected as a Director from the REQ, the REQ EC seat is vacated when the Board seats the EC Member as a Director.

7.3 Number and Election of Directors

A. Number of Directors

The REQ shall elect sixteen (16) NAESB Directors, subject to the provisions of Section 19 of these Procedures. Each Segment of the Quadrant will elect four (4) Directors, subject to the provisions of Section 19 of these Procedures.

B. Election of Directors

Nominations for and election of all Directors will be in accordance with Segment Procedures, as follows:

In preparation for any election of NAESB Directors (other than initial Directors, as provided for in Section 19),

1. A nominating committee of five EC Members of the REQ consisting of one Member from each Segment plus the REQ EC Vice-Chair, shall identify a slate of potential candidates from the Segment Membership.
2. Other nominations may be made at or prior to the close of the REQ nomination period by any Segment Member eligible to serve on the Board of Directors by submitting the candidate names to the NAESB Office in a form as specified in NAESB Operating Procedures, if such requirements exist.
3. All nominations must be made and conveyed in writing to the NAESB Office no less than 31 days prior to the election date.

7.4 Term of Office

A. Terms

Directors shall be elected for two-year terms, with half of the terms expiring in alternating years.

1. Two Directors will be elected from each Segment each year to fill expiring terms.
2. Group A Director terms will expire in odd numbered years.
3. Group B Director terms will expire in even numbered years.
4. Term expiration will be in conjunction with the end of the operating year of NAESB or as otherwise defined by the Board, Certificate of Incorporation or Bylaws, as amended.

B. Limit on Number of Terms of Office

Directors elected from the REQ may run for re-election without restriction on the number of terms held.

C. Change of Affiliation

In the event that the Director

1. changes affiliation to another Member within the same industry Segment, the Director's term will continue until its natural expiration, provided that there is no other Director already representing the Director's new affiliation, in which case the Director changing affiliation will vacate the seat for election of a new Director;
2. is no longer affiliated with the electing industry Segment, the Director will vacate the seat for election of a new Director.

7.5 Vacancies

In the event that a Director resigns or otherwise vacates the Board seat, and more than 120 days remain in the term of office, the Segment will hold an election within 60 days to fill the vacant seat.

7.6 Removal of Directors

In addition to being subject to removal from office by the NAESB Board of Directors, Directors may also be removed from office for cause. The REQ Segment shall give the Director at least a 30-day notice of the proposed action and an opportunity to respond. A 67% majority of the applicable REQ Segment Membership shall be required to remove a Director. The vacant seat is to be refilled in accordance with the requirements of Section 7.5.

[There are no additional requirements in these procedures other than those stated in Sections 8 & 9 of the NAESB Bylaws]

SECTION 10 EXECUTIVE COMMITTEE

10.1 EC Representation

The REQ shall elect representatives to the EC from each Segment in accordance with Segment Procedures.

10.2 Qualifications of EC Members

A. Eligibility

To be eligible to serve as an EC Member, the Member's representative must

1) be willing to commit the time and resources necessary,
2) have the authority to fulfill the obligations as an EC representative, and

3) be willing to meet the minimum threshold of participation and attendance established in the NAESB Bylaws, Section 10.4(j), and any other applicable provisions, as set forth in the NAESB Bylaws.

B. One Member, One Seat Per Quadrant

No two EC Members elected by the REQ may be employees of the same Member holding membership in multiple Segments within the Quadrant. This restriction does not prohibit election of two EC Members from two affiliated companies within a holding company having individual Member status, or from two companies with a parent-subsidiary relationship, provided that the two EC Members from companies with such a relationship represent Members of differing Segments.

C. One Office Per Member Representative

Directors elected from the REQ may not hold both a Board seat and a seat on the REQ EC at any point in time. If an REQ EC Member is elected as a Director from the REQ, the REQ EC seat is vacated when the Board seats the EC Member as a Director.

10.3 Number and Election of EC Members

A. Number of EC Members

The REQ shall elect sixteen (16) EC Members, subject to the provisions of Section 19 of these Procedures. Each Segment of the Quadrant will elect four (4) EC Members, subject to the provisions of Section 19 of these Procedures.

B. Election of EC Members

Nominations for and election of all EC Members will be in accordance with Segment Procedures, as follows:

In preparation for any election of EC Members, other than initial EC Members as provided for in Section 19),

1. A nominating committee of five EC Members of the REQ consisting of one Member from each Segment plus the EC Vice-Chair, shall identify a slate of potential candidates from the Segment Membership.
2. Other nominations may be made at or prior to the close of the REQ nomination period by any Segment Member eligible to serve on the EC by submitting the candidate names to the NAESB Office in a form as specified in NAESB Operating Procedures, if such requirements exist.
3. All nominations must be made and conveyed in writing to the NAESB Office no less than 31 days prior to the election date.

C. Timing of Elections

Subject to the provisions of Section 19, election of EC Members shall occur in the same month for all Segments of the REQ, and shall be coordinated by the NAESB Office.

D. Officers of the REQ EC ~~Chair Rotation~~

~~The REQ EC shall elevate the prior year Vice Chair of the REQ EC to Chair of the REQ EC at its first meeting in the new operating year and elect a new Vice Chair. If the Vice Chair is vacant at the time of the first meeting of a new operating year, both a Chair and Vice Chair will be elected.~~The REQ EC shall elect a Vice-Chair of the EC, and may elect a second Vice-Chair, both of whom shall serve for a period of one (1) calendar year. The Vice-Chair and, in his absence, the Second Vice-Chair, shall preside over the meetings of the REQ EC. Any EC member who is a member of the REQ quadrant may be nominated for the REQ EC Vice-Chair position or Second Vice-Chair position. It is encouraged, but not required, that the REQ EC Vice-Chair and Second Vice-Chair represent different segments of the REQ. After a two week nomination process where REQ EC members can nominate, including self-nomination, the NAESB Office shall run an election and the candidates receiving the most votes from among the REQ EC members will be announced as the officers of the REQ EC.

E. Meeting Minutes

In the event that an individual from the NAESB Office is unavailable to take minutes, the Chair of any REQ EC meeting will designate an individual to take minutes and forward them to the NAESB Office.

10.4 Term of Office

A. Terms

EC Members shall be elected for two-year terms, with half of the terms expiring in alternating years.

1. Subject to the provisions of Section 19, two EC Members will be elected from each Segment each year to fill expiring terms.
2. Group A EC Member terms will expire in odd numbered years.
3. Group B EC Member terms will expire in even number years.
4. Terms of office will end in conjunction with end of the operating year of NAESB or as otherwise defined by the Board of Directors, Certificate of Incorporation or Bylaws, as amended.

B. Limit on Number of Terms of Office

EC Members from the REQ may run for re-election without restriction on the number of terms held.

C. Change of Affiliation

In the event that the EC Member

1. changes affiliation to another Member within the same industry Segment, the EC Member's term will continue until its natural expiration, provided that there is no other EC Member already representing the EC Member's new affiliation, in which case the EC

Member changing affiliation will vacate the seat for election of a new EC Member.

2. is no longer affiliated with the electing industry Segment, the EC Member will vacate the seat for election of a new EC Member.

10.5 Vacancies

In the event that an EC Member resigns or otherwise vacates the seat, and more than 120 days remain in the term of office, the Segment will hold an election within 60 days to fill the vacant seat, and a Designated Alternate will serve until a new EC Member is elected.

10.6 - Removal of EC Members

In addition to being subject to removal from office by the NAESB Board of Directors, EC Members may also be removed from office for cause. The REQ Segment shall give the EC Member at least a 30-day notice of the proposed action and an opportunity to respond. A 67% majority of the applicable REQ Segment Membership shall be required to remove an EC Member. The vacant seat is to be refilled in accordance with the requirements of Section 10.5.

10.7 Designated Alternates

A. ~~**Authority** Any person presenting themselves at an EC meeting as a Designated Alternate will be accepted as a participant provided that:~~

~~1. An EC Member from that Segment either indicates to the NAESB Office, EC Chair or Vice Chair that they will be absent, or is in fact absent and remains absent, and~~

~~2. The name of the Designated Alternate is on a list of approved Designated Alternates selected by the appropriate Segment Membership according to Segment Procedures, and on file with the NAESB Office.~~

~~**B.**~~ **Election of Designated Alternates**

~~Each Segment will annually select Designated Alternates according to Segment Procedures.~~Each Segment of the REQ may develop and approve a list of individuals to serve as Designated Alternates and will give such list to the NAESB office in accordance with the NAESB Bylaws.

A Authority

Persons presenting themselves at an EC meeting as Designated Alternates will be accepted as a participant provided that:

1 EC Members and Designated Alternates from the same Voting Member company cannot represent the same Segment at an EC meeting.

2 He or she has been designated to attend by an absent EC Member from his/her Segment.

3 The REQ EC Member from that Segment either indicates to the NAESB Office, EC Chair or Vice Chair that the EC Member will be absent, or is in fact absent and remains absent, and

4 The name of the Designated Alternate is on a list of approved Designated Alternates selected by the appropriate Segment Membership according to these REQ Procedures, and is on file with the NAESB Office.

B Selection of Designated Alternates

Each Segment may select Designated Alternates. In selecting Designated Alternate**s**, the items below should be followed:

1 Any one wanting to be an alternate should submit their name to the segment~~.~~

2 EC representative of Segment submits the list to NAESB office.

3 Alternates are members or agents of members of NAESB in good standing.

4 Alternates may not be presiding EC representatives (in any Segment or Segment) in the REQ.

5 The Segment may provide a list that is considered approved if no objection from the ~~**Sub**~~-Segment is raised within 30 days of listing being published by the NAESB office. If objection is raised and not accommodated by the EC member providing the list, a vote of the Segment members is taken to approve the list with a 67% affirmative vote of those Segment members required for approval.

6 Alternates List may be revised.

10.8 EC Meetings

A. REQ EC Meetings

REQ EC meetings shall be held at times and locations determined by the Chair or Vice-Chair of the REQ EC. EC Members may participate and vote by means of tele-conference or other electronic means unless in-person attendance is required of all EC Members by both the Chair and Vice-Chair of the EC, and subject to the attendance requirements of Article 10, Section 10.4(j) of the Bylaws.

B. Joint EC Meetings

In the event that the EC of the REQ meets jointly with an EC of another NAESB Quadrant, the choice of Quadrant EC Chair presiding over the joint

meeting will be determined by the precedence established in the order of rotation of EC Vice-Chairs as specified in the NAESB Bylaws.

10.9 EC Subcommittees

A. Establishing Subcommittees & Task Forces

The EC of the REQ shall set up its own subcommittees and task forces to deal with REQ-specific issues.

The EC may establish voluntary standing subcommittees or special purpose task forces to perform various functions required of the organization.

1. The Executive Committee will prepare a written statement of the purpose of the subcommittee or task force and the tasks to be performed, name the subcommittee or task force, and appoint a temporary chair.
2. The Temporary Chair will be a Member of the EC willing to perform the required startup tasks and to continue chairing the subcommittee / task force if elected by the Members after its first meeting.
3. The Temporary Chair shall
   a) set up the first meeting of the subcommittee or task force.
   b) prepare a meeting notice that:
      (i) states the name and purpose of the subcommittee / task force,
      (ii) solicits participation in the subcommittee / task force, and
      (iii) announces the agenda for the first meeting.
   c) post the meeting notice to all Members and non-members via the NAESB website.
   d) post the notice at least two weeks prior to the meeting date. Shorter time periods for notices of subsequent meetings will be permitted by a 75% vote of the participants attending a duly scheduled meeting.
4. All meeting notices shall be posted on the NAESB website and transmitted in writing, facsimile, or other electronic means to parties who have indicated an interest in the duly scheduled meeting.

B. Meeting Minutes

In the event that an individual from the NAESB Office is unavailable to take minutes, the Chair of any subcommittee / task force meeting will designate an individual to take minutes and forward them to the NAESB Office.

C. Reporting

Each EC subcommittee or task force will report to the EC at no less than quarterly intervals, on a schedule to be defined by the EC for as long as the subcommittee or task force continues to exist.

[There are no additional requirements in these procedures other than those stated in Sections 11-17 of the NAESB Bylaws]

SECTION 18 AMENDMENTS

In order for these REQ Procedures to be amended, upon petition of at least five (5) REQ Members, the Vice Chair of the EC for the REQ shall announce an REQ meeting. Such announcement shall provide for at least a 30-day notice. In order to transact business at the REQ meeting, there shall be a quorum consisting of at least 33% of the REQ Membership. Following such meeting, the proposed resolution adopted at the meeting shall be sent out for comment, and the comments shall be distributed to all REQ Members in advance of a notational vote. Any REQ Member not choosing to vote shall be considered to have voted in favor of the proposed resolution. In order for a proposed resolution to take effect, it must be approved by at least 67% majority of REQ Members and 40% of each REQ Segment's Membership.

~~SECTION 19 TRANSITION PROCEDURES~~

~~During the initial startup of the REQ, the Quadrant and Segments may operate with vacant Board and EC seats in a transitional period in accordance with the following provisions.~~

~~19.1 Initial Election of Directors~~

~~The founding membership of the REQ will elect no less than three (3) Directors per Segment by means that are consistent, to the extent practical, with NAESB Bylaws and the requirements of Section 7 of these Procedures. Selection of candidates and their election will be by procedures agreed to by consensus or voting methods adopted by the founding group. Such elected representatives will be presented to the NAESB Board for acceptance as Directors of the REQ. Acceptance by the Board will place all the requirements and restrictions of the Bylaws, including these Procedures, upon those individuals. Elections will be held as needed by any Segment to fill any vacant seats until all four Segment seats are filled for the first time.~~

~~19.2 Initial Election of Executive Committee~~

~~The founding membership of the REQ will elect no less than three (3) EC Members per Segment by means that are consistent with NAESB Bylaws and the~~

~~requirements of Section 10 of these Procedures to the extent practical. Selection of candidates and their election will be by procedures agreed to by consensus or voting methods adopted by the founding group. Such elected representatives will be presented to the NAESB Board for acceptance as representatives of the REQ. Acceptance by the Board will place all the requirements and restrictions of these Procedures upon those individuals. Elections will be held as needed by any Segment to fill any vacant seats until all four Segment seats are filled for the first time.~~

~~19.3 Balanced Voting During the Transition Period~~

~~A. Transitional Voting Multiplier~~

~~Recognizing that the REQ Segments might fill their allotted Board and EC seats at varying rates, a Transitional Voting Multiplier mechanism will be used to ensure balanced voting between Segments until all Board and EC seats are filled.~~

~~1. During the period when a Segment is initially operating with three seats filled rather than four, each Director or EC Member from the Segment shall be allocated 1.33 votes, so that the weighted votes total four and are equal to the votes of all other REQ Segments.~~

~~2. Once all four of a Segment's seats on the Board or the EC have been populated at least once, the Transitional Voting Multiplier will no longer be needed or used for either the Board or EC (whichever applies). Subsequent vacancies on the Board or the EC will not re-institute use of the Transitional Voting Multiplier mechanism.~~

~~B. Application~~

~~When non-procedural votes are tallied at NAESB Board or EC meetings, each of the voters present will have their votes weighted by the Transitional Voting Multiplier applicable to that voter's REQ Segment. Where applicable, NAESB balanced voting rules will be applied after votes have been weighted. Thus in the example given in Section 19.3(A), if all three representatives from the smaller REQ Segment vote, the tally of their votes would be 4.~~

NORTH AMERICAN ENERGY STANDARDS BOARD

Executive Committee Meeting – WEQ, REQ, RGQ, WGQ Meeting Materials
August 24-26, 2004

Comments

DTE Energy®

Detroit Edison

Date: July 16, 2004

To: NAESB Office

From: Bill Newbold, Detroit Edison

Subject: Proposed Changes to REQ Procedures

My detailed comments/suggestions on the proposed changes to the REQ Procedures appear in the two enclosed Word Documents: 1) NAESB REQ Proc Rev 06-15-04(DetEd Comments). doc and 2) Dist Seg Procedures.doc.

My general comments are:

1. If the changes proposed to Section 10.3 D. are to reflect that the REQ EC is really part of the larger EC and that the REQ would elect a Vice-Chair as the Quadrant's leader and that the Overall EC would elect the Chair, then I am in agreement with the proposed changes. If not, someone will need to explain this to me.

2. Regarding the changes to Section 10.7 on Designated Alternates:

    a. I agree with the general directions sought in the changes, and I have offered some alternative language, etc. that I think is clearer and goes to what was intended.

    b. Changes to this section will require corresponding changes to the REQ Distributor Segment Procedures. Mine are offered in the enclosed Word document.

    c. I believe that either the EC member who can't make a meeting or the REQ EC Vice-Chair should be able to ask a Designated Alternative to attend a meeting—not just the (to be) absent EC Member.

    d. Given that we have moved from a strict selection order (as was specified in the Distributor Segment Procedures) to a choice from a list, it probably makes sense to re-institute the forced geographical diversity called for in the Distributor Segment Procedures on EC Members.

3. Shouldn't we either not delete Section 19 on Transition or do a global clean-up removing all references to it?

Thank You.

Bill Newbold
Manager, Electric Choice Strategy
Detroit Edison

North American Energy Standards Board

Bylaws Addendum

Exhibit 4

Retail Electric Quadrant Procedures

Section 1 Definitions

1.1 Definitions Included In NAESB Bylaws

All capitalized terms, if not defined in Section 1.2, shall have the same definitions as specified in the Bylaws or Certificate of Incorporation of NAESB.

1.2 Definitions for the Purposes of this Exhibit

A. "EC Member" means a Member's representative serving on the EC.

B. "NAESB Office" means the administrative office of the Secretary of NAESB.

C. "REQ" means the Retail Electric Quadrant.

D. "REQ Designated Alternates" mean the group of individuals selected by each REQ Segment Membership to serve in the stead of REQ EC representatives who are unable to attend EC meetings.

E. "REQ EC" means the Executive Committee of the REQ.

F. "REQ Membership" means the Voting Members of the REQ collectively.

G. "REQ Segment" means one of the co-equal membership Segments of the NAESB Retail Electric Quadrant representing the following four (4) segments

of the retail electric industry: Distributors, End Users, Services, and Suppliers.

H. "Segment Membership" means the Segment Members collectively.

I. "Segment Procedures" means the procedures attached to this document as exhibits for each of the Segments, as amended.

Section 2 Purposes, Scope, Activities & Policies

2.1 Purposes , Scope & Activities

A. Purpose

The purpose of the REQ of the North American Energy Standards Board (NAESB) is to propose, evaluate and adopt voluntary standards and model business practices to promote competitive, efficient and reliable service in the retail electric industry.

B. Scope & Activities

The REQ is to address issues and practices that are within the scope of NAESB and appropriate to electric usage at the individual consumer level; that is, usage by an individual, partnership, corporation, or other entity consuming electricity at one or more facilities served by an electric distributor.

The REQ shall work closely with other NAESB Quadrants to strive for consistency where proposed Standards and Model Business Practices affect those other Quadrants.

2.2 Policies

The Retail Electric Quadrant shall comply with the policies and procedures laid out in the Bylaws and the Certificate of Incorporation of NAESB.

2.3 Segment Organization & Membership Requirements

Each prospective Member shall declare the Segment with which they are to be identified.

1. Distributors
   Persons engaged in the local distribution of electricity.

2. End Users

Persons that consume electricity, or who represent consumers of electricity.

3. Services
Persons that provide services to participants in the retail electric industry, including equipment manufacturers, equipment vendors, software providers, consultants, and other companies or individuals not otherwise eligible for membership in another Segment.

4. Suppliers
Persons engaged in the competitive sale of electricity to end users.

[There are no additional requirements in these procedures to those stated in Sections 3 & 4 of the NAESB Bylaws]

Section 5 Members

5.1 Voting Members

Membership and voting rights in the REQ of NAESB shall be open to any person that meets the following requirements:

A. The person has a significant business interest[1] in the retail electric market (or is a representative or Agent of such person), as determined by a simple majority of the Segment Membership, if challenged.

B. Representatives designated by any person in any Segment should have the authority to represent the interests of the person seeking to be a Segment Member.

C. Memberships in multiple Segments of the REQ are permissible for any person provided each membership is filed and declared with NAESB, the person meets the membership requirements of each Segment joined, and membership dues are paid for each Segment.

D. Only one membership per Segment is permissible for any person.

E. Multiple companies under common control within a corporate organization that desire to become Members must join individually. Members cannot extend their membership to their parent company, affiliates, or subsidiaries.

F. The person may be a trade association or an advocacy group representing a group of prospective members, provided that the trade association or advocacy group meets the requirements defined by its declared Segment in Segment Procedures.

[There are no additional requirements in these procedures other than those stated for Sections 5.2 through 5.4 of the NAESB Bylaws]

[1] As used in this section, "significant business interest" specifically includes the interests of statutorily appointed consumer advocates.

5.5 Removal of Members

Segment Members who do not have a significant business interest pertaining to the descriptions contained in Section 2.3 may be removed from Segment Membership by a simple majority vote of their declared Segment Membership.

Section 6 Meetings of the Members

All meetings held in association with the NAESB organization or the REQ are open to any interested person. From time to time, there may be joint meetings of the REQ with other Quadrants within NAESB, and Segments may meet jointly to transact Quadrant business.

Section 7 Board

7.1 Board Representation

The REQ shall elect Directors to the Board from each Segment in accordance with Segment Procedures.

7.2 Qualifications of Directors

A. Eligibility

To be eligible to serve as a representative on the NAESB Board of Directors, the Member's representative must

1) be willing to commit the time and resources necessary,
2) have the authority to fulfill the obligations as a REQ Director, and
3) be willing to meet the minimum threshold of participation and attendance established in the NAESB Bylaws, Section 9.7(f), and any other applicable provisions, as set forth in the NAESB Bylaws.

B. One Member, One Seat Per Quadrant

No two Directors elected by the REQ may be employees of the same Member holding membership in multiple Segments within the Quadrant. This restriction does not prohibit election of two Directors from two affiliated companies within a holding company having individual Member status, or from two companies with a parent-subsidiary relationship, provided that the two Directors from companies with such a relationship represent Members of differing Segments.

C. One Office Per Member Representative

Directors elected from the REQ may not hold both a Board seat and a seat on the REQ EC at any point in time. If an REQ EC Member is elected as a Director from the REQ, the REQ EC seat is vacated when the Board seats the EC Member as a Director.

7.3 Number and Election of Directors

A. Number of Directors

The REQ shall elect sixteen (16) NAESB Directors, subject to the provisions of Section 19 of these Procedures. Each Segment of the Quadrant will elect four (4) Directors, subject to the provisions of Section 19 of these Procedures.

B. Election of Directors

Nominations for and election of all Directors will be in accordance with Segment Procedures, as follows:

In preparation for any election of NAESB Directors (other than initial Directors, as provided for in Section 19),

1. A nominating committee of five EC Members of the REQ consisting of one Member from each Segment plus the REQ EC Vice-Chair, shall identify a slate of potential candidates from the Segment Membership.
2. Other nominations may be made at or prior to the close of the REQ nomination period by any Segment Member eligible to serve on the Board of Directors by submitting the candidate names to the NAESB Office in a form as specified in NAESB Operating Procedures, if such requirements exist.
3. All nominations must be made and conveyed in writing to the NAESB Office no less than 31 days prior to the election date.

7.4 Term of Office

A. Terms

Directors shall be elected for two-year terms, with half of the terms expiring in alternating years.

1. Two Directors will be elected from each Segment each year to fill expiring terms.
2. Group A Director terms will expire in odd numbered years.
3. Group B Director terms will expire in even numbered years.
4. Term expiration will be in conjunction with the end of the operating year of NAESB or as otherwise defined by the Board, Certificate of Incorporation or Bylaws, as amended.

B. Limit on Number of Terms of Office

Directors elected from the REQ may run for re-election without restriction on the number of terms held.

C. Change of Affiliation

In the event that the Director

1. changes affiliation to another Member within the same industry Segment, the Director's term will continue until its natural expiration, provided that there is no other Director already representing the Director's new affiliation, in which case the Director changing affiliation will vacate the seat for election of a new Director;
2. is no longer affiliated with the electing industry Segment, the Director will vacate the seat for election of a new Director.

7.5 Vacancies

In the event that a Director resigns or otherwise vacates the Board seat, and more than 120 days remain in the term of office, the Segment will hold an election within 60 days to fill the vacant seat.

7.6 Removal of Directors

In addition to being subject to removal from office by the NAESB Board of Directors, Directors may also be removed from office for cause. The REQ Segment shall give the Director at least a 30-day notice of the proposed action and an opportunity to respond. A 67% majority of the applicable REQ Segment Membership shall be required to remove a Director. The vacant seat is to be refilled in accordance with the requirements of Section 7.5.

[There are no additional requirements in these procedures other than those stated in Sections 8 & 9 of the NAESB Bylaws]

SECTION 10 EXECUTIVE COMMITTEE

10.1 EC Representation

The REQ shall elect representatives to the EC from each Segment in accordance with Segment Procedures.

10.2 Qualifications of EC Members

A. Eligibility

To be eligible to serve as an EC Member, the Member's representative must

1) be willing to commit the time and resources necessary,
2) have the authority to fulfill the obligations as an EC representative, and

3) be willing to meet the minimum threshold of participation and attendance established in the NAESB Bylaws, Section 10.4(j), and any other applicable provisions, as set forth in the NAESB Bylaws.

B. One Member, One Seat Per Quadrant

No two EC Members elected by the REQ may be employees of the same Member holding membership in multiple Segments within the Quadrant. This restriction does not prohibit election of two EC Members from two affiliated companies within a holding company having individual Member status, or from two companies with a parent-subsidiary relationship, provided that the two EC Members from companies with such a relationship represent Members of differing Segments.

C. One Office Per Member Representative

Directors elected from the REQ may not hold both a Board seat and a seat on the REQ EC at any point in time. If an REQ EC Member is elected as a Director from the REQ, the REQ EC seat is vacated when the Board seats the EC Member as a Director.

10.3 Number and Election of EC Members

A. Number of EC Members

The REQ shall elect sixteen (16) EC Members, subject to the provisions of Section 19 of these Procedures. Each Segment of the Quadrant will elect four (4) EC Members, subject to the provisions of Section 19 of these Procedures.

B. Election of EC Members

Nominations for and election of all EC Members will be in accordance with Segment Procedures, as follows:

In preparation for any election of EC Members, other than initial EC Members as provided for in Section 19),

1. A nominating committee of five EC Members of the REQ consisting of one Member from each Segment plus the EC Vice-Chair, shall identify a slate of potential candidates from the Segment Membership.
2. Other nominations may be made at or prior to the close of the REQ nomination period by any Segment Member eligible to serve on the EC by submitting the candidate names to the NAESB Office in a form as specified in NAESB Operating Procedures, if such requirements exist.
3. All nominations must be made and conveyed in writing to the NAESB Office no less than 31 days prior to the election date.

C. Timing of Elections

Subject to the provisions of Section 19, election of EC Members shall occur in the same month for all Segments of the REQ, and shall be coordinated by the NAESB Office.

D. Officers of the REQ EC ~~Chair Rotation~~

~~The REQ EC shall elevate the prior year Vice Chair of the REQ EC to Chair of the REQ EC at its first meeting in the new operating year and elect a new Vice Chair. If the Vice Chair is vacant at the time of the first meeting of a new operating year, both a Chair and Vice Chair will be elected.~~The REQ EC shall elect a Vice-Chair of the EC, and may elect a second Vice-Chair, both of whom shall serve for a period of one (1) calendar year. The Vice-Chair and, in his absence, the Second Vice-Chair, shall preside over the meetings of the REQ EC. Any EC member who is a member of the REQ quadrant may be nominated for the REQ EC Vice-Chair position or Second Vice-Chair position. It is encouraged, but not required, that the REQ EC Vice-Chair and Second Vice-Chair represent different segments of the REQ. After a two week nomination process where REQ EC members can nominate, including self-nomination, the NAESB Office shall run an election and the candidates receiving the most votes from among the REQ EC members will be announced as the officers of the REQ EC.

E. Meeting Minutes

In the event that an individual from the NAESB Office is unavailable to take minutes, the Chair of any REQ EC meeting will designate an individual to take minutes and forward them to the NAESB Office.

10.4 Term of Office

A. Terms

EC Members shall be elected for two-year terms, with half of the terms expiring in alternating years.

1. Subject to the provisions of Section 19, two EC Members will be elected from each Segment each year to fill expiring terms.
2. Group A EC Member terms will expire in odd numbered years.
3. Group B EC Member terms will expire in even number years.
4. Terms of office will end in conjunction with end of the operating year of NAESB or as otherwise defined by the Board of Directors, Certificate of Incorporation or Bylaws, as amended.

B. Limit on Number of Terms of Office

EC Members from the REQ may run for re-election without restriction on the number of terms held.

C. Change of Affiliation

In the event that the EC Member

1. changes affiliation to another Member within the same industry Segment, the EC Member's term will continue until its natural expiration, provided that there is no other EC Member already representing the EC Member's new affiliation, in which case the EC

Member changing affiliation will vacate the seat for election of a new EC Member.

2. is no longer affiliated with the electing industry Segment, the EC Member will vacate the seat for election of a new EC Member.

10.5 Vacancies

In the event that an EC Member resigns or otherwise vacates the seat, and more than 120 days remain in the term of office, the Segment will hold an election within 60 days to fill the vacant seat, and a Designated Alternate will serve until a new EC Member is elected.

10.6 - Removal of EC Members

In addition to being subject to removal from office by the NAESB Board of Directors, EC Members may also be removed from office for cause. The REQ Segment shall give the EC Member at least a 30-day notice of the proposed action and an opportunity to respond. A 67% majority of the applicable REQ Segment Membership shall be required to remove an EC Member. The vacant seat is to be refilled in accordance with the requirements of Section 10.5.

10.7 Designated Alternates

~~**A. Authority** Any person presenting themselves at an EC meeting as a Designated Alternate will be accepted as a participant provided that:~~

~~1. An EC Member from that Segment either indicates to the NAESB Office, EC Chair or Vice Chair that they will be absent, or is in fact absent and remains absent, and~~

~~2. The name of the Designated Alternate is on a list of approved Designated Alternates selected by the appropriate Segment Membership according to Segment Procedures, and on file with the NAESB Office.~~

~~**B.** **Election of Designated Alternates**~~

~~Each Segment will annually select Designated Alternates according to Segment Procedures.~~Each Segment of the REQ may develop and approve a list of individuals to serve as Designated Alternates and will give such list to the NAESB office in accordance with the NAESB Bylaws.

A Authority

Persons presenting themselves at an EC meeting as Designated Alternates will be accepted as a participant provided that:

1 ~~EC Members and Designated Alternates from the same Voting Member company cannot represent the same Segment at an EC meeting.~~

1. He or she has been designated to attend by an absent EC Member from his/her Segment or by the Vice Chair of the REQ EC.
2. The REQ EC Member from that Segment either indicates to the NAESB Office, EC Chair or Vice Chair that the EC Member will be absent, or is in fact absent and remains absent, and
3. The name of the Designated Alternate is on a list of approved Designated Alternates selected by the appropriate Segment Membership according to these REQ Procedures, and is on file with the NAESB Office.

~~**3** The REQ EC Member from that Segment either indicates to the NAESB Office, EC Chair or Vice Chair that the EC Member will be absent, or is in fact absent and remains absent, and~~

~~**4** The name of the Designated Alternate is on a list of approved Designated Alternates selected by the appropriate Segment Membership according to these REQ Procedures, and is on file with the NAESB Office.~~

~~_____~~B Selection of Designated Alternates

Each Segment should ~~may select~~maintain a list of Designated Alternates sufficient to maintain full representation of the Segment at EC meetings despite the occasional absence of permanent EC Members. In selecting Designated Alternate**s**, the ~~items~~process below should be followed:

1 ~~**1**~~ The Segment's permanent EC members should solicit the Segment's membership annually for names of Members who wish to be Designated Alternates.

2 All names of Segment Members whose memberships are in good standing will be accepted and submitted to the NAESB office for publication and comment.

a. Segment Members have thirty days to object to any names on the list

b. If an objection is raised and not accommodated by the EC members providing the list, a vote of the Segment Members is taken to approve the list. A 67% affirmative vote of the Segment members required for approval.

3 Any approved Designated Alternate on the list my be asked by the absent member, or the Vice-Chair or Second Vice Chair of the REQ EC to attend the meeting in the place of the absent EC member, subject to the following conditions:

a. The Designated Alternate must currently be a Segment Member in good standing

b. The Designated Alternate does not serve on the EC as a permanent member or as a Designated Alternate for another EC member at this same EC meeting.

c. The Designated Alternate meets any additional Segment-specific criteria established in the Segment procedures.

4 The approved list of Designated Alternates may be updated more frequently than annually, if needed to maintain full Segment representation at the EC meetings. The same process described above in 1 and 2 would be followed.

~~Any one wanting to be an alternate should submit their name to the segment.~~

~~**2** EC representative of Segment submits the list to NAESB office.~~

~~**3** Alternates are members or agents of members of NAESB in good standing.~~

~~**4** Alternates may not be presiding EC representatives (in any Segment or Segment) in the REQ.~~

~~**5** The Segment may provide a list that is considered approved if no objection from the **Sub** Segment is raised within 30 days of listing being published by the NAESB office. If objection is raised and not accommodated by the EC member providing the list, a vote of the Segment members is taken to approve the list with a 67% affirmative vote of those Segment members required for approval.~~

6 Alternates List may be revised.

10.8 EC Meetings

A. REQ EC Meetings

REQ EC meetings shall be held at times and locations determined by the Chair or Vice-Chair of the REQ EC. EC Members may participate and vote by means of tele-conference or other electronic means unless in-person attendance is required of all EC Members by both the Chair and Vice-Chair of the EC, and subject to the attendance requirements of Article 10, Section 10.4(j) of the Bylaws.

B. Joint EC Meetings

In the event that the EC of the REQ meets jointly with an EC of another NAESB Quadrant, the choice of Quadrant EC Chair presiding over the joint meeting will be determined by the precedence established in the order of rotation of EC Vice-Chairs as specified in the NAESB Bylaws.

10.9 EC Subcommittees

A. Establishing Subcommittees & Task Forces

The EC of the REQ shall set up its own subcommittees and task forces to deal with REQ-specific issues.

The EC may establish voluntary standing subcommittees or special purpose task forces to perform various functions required of the organization.

1. The Executive Committee will prepare a written statement of the purpose of the subcommittee or task force and the tasks to be performed, name the subcommittee or task force, and appoint a temporary chair.
2. The Temporary Chair will be a Member of the EC willing to perform the required startup tasks and to continue chairing the subcommittee / task force if elected by the Members after its first meeting.
3. The Temporary Chair shall
   a) set up the first meeting of the subcommittee or task force.
   b) prepare a meeting notice that:
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   c) post the meeting notice to all Members and non-members via the NAESB website.
   d) post the notice at least two weeks prior to the meeting date. Shorter time periods for notices of subsequent meetings will be permitted by a 75% vote of the participants attending a duly scheduled meeting.
4. All meeting notices shall be posted on the NAESB website and transmitted in writing, facsimile, or other electronic means to parties who have indicated an interest in the duly scheduled meeting.

B. Meeting Minutes

In the event that an individual from the NAESB Office is unavailable to take minutes, the Chair of any subcommittee / task force meeting will designate an individual to take minutes and forward them to the NAESB Office.

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Each EC subcommittee or task force will report to the EC at no less than quarterly intervals, on a schedule to be defined by the EC for as long as the subcommittee or task force continues to exist.

[There are no additional requirements in these procedures other than those stated in Sections 11-17 of the NAESB Bylaws]

SECTION 18 AMENDMENTS

In order for these REQ Procedures to be amended, upon petition of at least five (5) REQ Members, the Vice Chair of the EC for the REQ shall announce an REQ meeting. Such announcement shall provide for at least a 30-day notice. In order to transact business at the REQ meeting, there shall be a quorum consisting of at least 33% of the REQ Membership. Following such meeting, the proposed resolution adopted at the meeting shall be sent out for comment, and the comments shall be distributed to all REQ Members in advance of a notational vote. Any REQ Member not choosing to vote shall be considered to have voted in favor of the proposed resolution. In order for a proposed resolution to take effect, it must be approved by at least 67% majority of REQ Members and 40% of each REQ Segment's Membership.

~~SECTION 19 TRANSITION PROCEDURES~~

~~During the initial startup of the REQ, the Quadrant and Segments may operate with vacant Board and EC seats in a transitional period in accordance with the following provisions.~~

~~19.1 Initial Election of Directors~~

~~The founding membership of the REQ will elect no less than three (3) Directors per Segment by means that are consistent, to the extent practical, with NAESB Bylaws and the requirements of Section 7 of these Procedures. Selection of candidates and their election will be by procedures agreed to by consensus or voting methods adopted by the founding group. Such elected representatives will be presented to the NAESB Board for acceptance as Directors of the REQ. Acceptance by the Board will place all the requirements and restrictions of the Bylaws, including these Procedures, upon those individuals. Elections will be held as needed by any Segment to fill any vacant seats until all four Segment seats are filled for the first time.~~

~~19.2 Initial Election of Executive Committee~~

~~The founding membership of the REQ will elect no less than three (3) EC Members per Segment by means that are consistent with NAESB Bylaws and the requirements of Section 10 of these Procedures to the extent practical. Selection of candidates and their election will be by procedures agreed to by consensus or voting methods adopted by the founding group. Such elected representatives will be presented to the NAESB Board for acceptance as representatives of the REQ. Acceptance by the Board will place all the requirements and restrictions of~~

~~these Procedures upon those individuals. Elections will be held as needed by any Segment to fill any vacant seats until all four Segment seats are filled for the first time.~~

~~19.3 Balanced Voting During the Transition Period~~

~~A. Transitional Voting Multiplier~~

~~Recognizing that the REQ Segments might fill their allotted Board and EC seats at varying rates, a Transitional Voting Multiplier mechanism will be used to ensure balanced voting between Segments until all Board and EC seats are filled.~~

~~1. During the period when a Segment is initially operating with three seats filled rather than four, each Director or EC Member from the Segment shall be allocated 1.33 votes, so that the weighted votes total four and are equal to the votes of all other REQ Segments.~~

~~2. Once all four of a Segment's seats on the Board or the EC have been populated at least once, the Transitional Voting Multiplier will no longer be needed or used for either the Board or EC (whichever applies). Subsequent vacancies on the Board or the EC will not re-institute use of the Transitional Voting Multiplier mechanism.~~

~~B. Application~~

~~When non-procedural votes are tallied at NAESB Board or EC meetings, each of the voters present will have their votes weighted by the Transitional Voting Multiplier applicable to that voter's REQ Segment. Where applicable, NAESB balanced voting rules will be applied after votes have been weighted. Thus in the example given in Section 19.3(A), if all three representatives from the smaller REQ Segment vote, the tally of their votes would be 4.~~

(Excerpt from REQ Distributor Segment Procedures—Revised by W. Newbold, Detroit Edison on July 26, 2004)

10.8 Designated Alternates

A. The Designated Alternate's authority to represent the Distributor Segment shall be as described in the REQ Procedures Section 10.7 A.

B. Selection of Designated Alternates shall follow the process described in the REQ Procedures Section 10.7 B., with the following addition:~~:~~

~~1.The Distributor Segment will select no more than three (3), and no less than one Designated Alternate EC representative in each election year, allowing for up to three (3) Designated Alternates overall.~~

~~2.Designated Alternates will be selected by the same election that determines Distributor Segment EC members, with those (up to 3) unsuccessful Distributor Segment EC member candidate(s) receiving the greatest number of votes becoming a Designated Alternate in the coming year.~~

~~3.The first, second, and third Designated Alternate will be determined by the order of voting results of the most recent Distributor Segment EC election.~~

~~4.~~A Designated Alternate temporarily serving in the place of an EC Member is ~~not~~ subject to the geographic limitations placed on permanent EC Members.

C Duties of Designated Alternates

A Designated Alternate will attend and vote at meetings of the EC of the REQ or of the larger EC of NAESB, when one or more regular Distributor Segment EC Members from the Distributor Segment are unable to attend a meeting of the EC and when the absent member, or the ~~Chair or the~~ Vice-Chair or Second Vice Chair of the REQ EC requests their attendance as a Designated Alternate. Selection of which Designated Alternate will serve will ~~proceed through the order of first, second, and third Designated Alternate, with each indicating whether they can or cannot fulfill the requirement to serve at the subject meeting~~follow the procedures stated in the REQ Procedures Section 10.7 B. (3).~~.~~