

**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

**EnergyNorth Natural Gas, Inc.  
d/b/a National Grid NH**

**DG 07-129  
DG 09-050**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and among EnergyNorth Natural Gas, Inc. d/b/a National Grid NH ("National Grid NH" or "Company"), the Office of Consumer Advocate ("OCA") and the staff of the New Hampshire Public Utilities Commission ("Staff"). (National Grid NH, OCA and Staff are collectively referred to in this Agreement as Staff and the Parties.)

**I. Background**

In its order of notice issued October 11, 2007 in Docket DG 07-093, the Commission identified "what constitutes unaccounted for gas volumes and what is a reasonable level of unaccounted for gas volumes" as issues to be considered. In particular, the investigation undertaken by the Commission with regard to unaccounted for gas focused on gas usage associated with so-called Occupant Accounts, which the Company has historically recovered through the cost of gas. (Occupant Accounts are accounts established for premises where the last identified customer has requested termination of service, a final meter reading has occurred for that customer, and gas usage exceeds 13 ccf since that final meter reading without a new customer having applied for service.)

During the course of DG 07-093, Staff propounded data requests to the Company regarding numerous issues related to Occupant Accounts, including the "soft off" process by which the Company closes a customer account by taking a final meter reading but without physically terminating service to the premises. Staff and the Parties recommended that resolution of the issue of Occupant Accounts be deferred from DG 07-093 to the Company's next summer cost of gas proceeding, and in *EnergyNorth Natural Gas, Inc., d/b/a KeySpan Energy Delivery New England*, Order No. 24,797 (October 31, 2007), the Commission reserved the issue of Occupant Account costs in cost of gas rates to such proceeding.

On January 11, 2008, the Commission issued its order of notice in Docket DG 07-129, the Company's summer 2008 cost of gas proceeding, for the purpose, among others, of considering the Occupant Account issue that had been held over from DG 07-093.

During the course of that proceeding, the Staff and OCA issued additional data requests regarding the Occupant Account issue, and the Staff and Parties held a number of technical sessions and settlement conferences. Because the Occupant Account issue had not been resolved as of the date of the hearing on the Company's proposed adjustment to its cost of gas rates (held on April 15, 2008), the Staff and Parties indicated their desire to leave the issue open and submit a recommendation to the Commission at a later date. *See, e.g., Tr. 4/15/08 at 30 (DG 07-129).* In *EnergyNorth Natural Gas, Inc., d/b/aKeySpan Energy Delivery New England*, Order No. 24,849 (April 23, 2008), the Commission stated that it would await a report from Staff regarding the status of its investigation and a proposed revised procedural schedule.

As a result of further settlement discussions, Staff and the Parties have now resolved all disputes relating to the Occupant Account issue, as set forth below. This Settlement Agreement is being filed in DG 07-129 because it is the proceeding in which the Occupant Account issue was specifically identified by the Commission as well as in DG09-050, the Company's current off-peak cost of gas proceeding, because the issues resolved by this Agreement relate in part to prior period gas costs that are subject to reconciliation in the current proceeding. In addition, because one provision in this Agreement affects the Company's delivery rate case (DG 08-009) and another contemplates providing a credit to low income customers, the Staff and Parties have consulted with legal counsel for Pamela Locke, a low income customer and party to DG 08-009 who has also participated in other Commission proceedings in the past regarding issues relating to low income gas customers of the Company. Counsel for Ms. Locke has represented to Staff and the Parties that Ms. Locke has no objection to this Settlement Agreement and fully supports Section II. H. of this Settlement Agreement to apply \$256,308 for the benefit of low income customers (Class R-4) on a per capita basis.

## II. Settlement Terms

### A. Soft Off Process

The Staff and Parties agree that the Company's use of a so-called soft off process to terminate service to customers is reasonable. Staff and the OCA do not object to the Company's continued use of such a process, as set forth in this Agreement.

### B. Creation of Occupant Account

For purposes of implementing this Agreement, Occupant Accounts shall be deemed to be those meters to which service was previously terminated by a soft off process but for which the Company has obtained a meter reading reflecting usage of greater than 13 ccf of gas since such termination of service and for which there is no customer of record since service to the prior customer was terminated (i.e., when the prior customer's account was closed).

C. Leave on for Landlord

The Company shall establish a process to capture landlord information for residential and small commercial customers who occupy their premises as tenants and shall seek the landlord's permission to transfer such accounts into the landlord's name upon a request by the tenant/customer for termination of service, so that where such permission has been given the landlord shall become the customer of record until a subsequent tenant occupies the premises and applies to become the customer of record. It is the hope of the Parties and Staff that this process will result in fewer occupant accounts.

D. Notice of Termination

In order to terminate service to an Occupant Account, in addition to any other steps that may be required or permitted by law:

1. As an alternative to the rules for disconnection of residential accounts found in Puc 1203.11, the Company may treat Occupant Accounts in a manner consistent with the Commission's rules that apply to accounts where service is provided to a tenant and the customer of record is the owner/landlord of the premises. Specifically, the Company shall provide written notice that the Company intends to terminate service to the premises. Such notice shall specify that there is no known customer to whom the account should be billed and shall direct the occupant to contact the Company within ten days to establish an active customer account, and that failing such contact service to the premises may be physically disconnected without further notice. The notice may be mailed to the premises or hand-delivered by door hanger or other means.

2. When an active customer account is established at premises for which an Occupant Account was initially established, the Company shall make reasonable efforts to determine the date on which the new customer first established residence at the location and will bill the customer for usage reasonably deemed to have occurred since that date. The Company shall comply with applicable Commission rules when billing a customer for past usage at premises for which an Occupant Account was previously established.

E. Reporting

The Company agrees to report the following information to the Commission regarding gas usage associated with Occupant Accounts.

1. The Company will continue to treat usage associated with Occupant Accounts in a manner consistent with that used for unaccounted for and company use gas, rather than as revenue accounts receivable, except as set forth in Section II.F below.

2. The Company will track the volumes and gas cost amounts attributable to usage by Occupant Accounts and report it as a discrete line item in its cost of gas filings.

3. In its cost of gas filings, the Company will provide information regarding the number of Occupant Accounts then existing, the number opened during the prior twelve months, the number closed during the prior twelve months and the arrearages for all Occupant Accounts then in existence (which shall be broken down by such aging categories as are tracked by the Company). For purposes of such reporting, the Company may use the most recent twelve months of data reasonably available to it at the time its cost of gas filing is prepared.

F. Future Recovery of Occupant Account Usage

Each year the Company will review its actual occupant gas usage during the prior year and determine if a disallowance or shareholder incentive, as discussed below, will be applied to the deferred gas cost balance in the Company's gas cost reconciliation filing.

If the actual volume of gas consumed by Occupant Accounts closed during the relevant period on average exceeds the allowed threshold,  $T_{oa}$ , the Company shall exclude from Occupant Account gas 50% of the volumetric cost of the amount greater than  $T_{oa}$  but less than or equal to  $T_{oa} + 20$  therms and 100% of the volumetric cost of the amount that exceeds  $T_{oa} + 20$  therms. To the extent that the average actual volume of gas consumed by Occupant Accounts is greater than  $T_{oa}$  but less than or equal to  $T_{oa} + 20$  therms, the disallowance shall be calculated as follows:

$$50\% \times [(V_a/OA_c) - T_{oa}] \times OA_c \times COG_v, \text{ where}$$

$V_a$  equals the actual volume of gas used by Occupant Accounts closed during the relevant period.

$OA_c$  equals the number of Occupant Accounts closed during the twelve months ending as of the October 31 immediately preceding the Company's then current off-peak cost of gas filing (e.g., if the adjustment is being applied to the cost of gas rate effective as of May 1, 2010, the calculation will be performed for the period November 1, 2008 through October 31, 2009);

$T_{oa}$  equals 85 therms for the time period November 1, 2008 through October 31, 2009 and thereafter shall equal the average volume of gas assumed to have been used by Occupant Accounts closed during the period, which shall be calculated using a trailing 36 month average ending as of the same October 31 (e.g., to calculate the target amount that applies to the period November 1, 2009 through October 31, 2010,  $T_{oa}$  shall be calculated using data from the period November 1, 2006 through October 31, 2009).  $T_{oa}$  shall be calculated by dividing the actual volume of gas used by Occupant Accounts closed during the relevant period by the total number of billing days for such accounts (i.e., the

sum of the number of days each Occupant Account was billed). This average usage per billing day will then be multiplied by 60 days and 90 days, respectively, to determine the usage during those periods to represent the usage associated with an account that was closed 60 or 90 days after being established. The Company will then determine a weighted average for the 60 and 90 day period by applying a weighting of 75% to the 60 day average usage figure and a weighting of 25% to the 90 day average usage figure.  $T_{oa}$  shall be based on actual therm usage and shall not be weather normalized; and

$COG_v$  equals the annual average volumetric cost of gas to the Company (i.e., excluding any demand charges incurred by the Company, the recoverability of which shall not be affected by anything in this Agreement). The annual average volumetric cost of gas shall be a weighted average based upon monthly sendout data for the period used to determine  $OA_c$ .

To the extent that the actual volume of gas consumed by Occupant Accounts is greater than  $T_{oa} + 20$  therms, Occupant Account gas shall be calculated as follows:

$$50\% \times 20 \times OA_c \times COG_y + [(V_a/OA_c) - (T_{oa} + 20)] \times OA_c \times COG_v$$

To the extent that the actual volume of gas consumed by Occupant Accounts closed during the relevant period on average is equal to or less than  $T_{oa}$ , the Company may collect through its cost of gas filing 100% of the cost of such gas plus the shareholder incentive described below. If the actual volume of gas consumed by the Occupant Accounts closed during the relevant period on average is less than  $T_{oa}$ , the Company may collect through its cost of gas filing 50% of the volumetric cost of gas for each therm less than  $T_{oa}$  and greater than or equal to  $T_{oa} - 20$  therms and 100% for each therm less than  $T_{oa} - 20$  therms. For example, if the actual average usage is less than  $T_{oa}$  and greater than or equal to  $T_{oa} - 20$  therms, in addition to the recovery of the actual Occupant Account usage, the Company will collect an amount calculated as follows

$$50\% \times [T_{oa} - (V_a/OA_c)] \times OA_c \times COG_v$$

To the extent that such actual average usage is less than  $T_{oa} - 20$  therms, then in addition to the recovery of the actual Occupant Account usage the Company will collect through its cost of gas filing an amount calculated as follows:

$$50\% \times 20 \times OA_c \times COG_y + [(T_{oa} - 20) - (V_a/OA_c)] \times OA_c \times COG_v$$

The cost recovery and sharing mechanism set forth in this Section F shall be implemented in the following timeframe. The incentive mechanism set forth above shall be effective as of November 1, 2008. For the period November 1, 2008 through April 30, 2010, the Company shall initially be assumed to have had average Occupant Account gas usage equal to 85 therms per account. The Company shall submit information summarizing its actual results for the period November 1, 2008 through October 31, 2009 at the same time as its gas cost reconciliation filing for the off-peak 2009 period

(expected to be filed in January 2010). Any disallowance or shareholder incentive relating to Occupant Account gas usage during the period November 2008 through October 2009 shall be reflected as a line item adjustment in the reconciliation filing in the deferred gas cost balance for the month of October 2009. The Company will allocate this disallowance or credit to the peak and off-peak reconciliation accounts consistent with the percent of annual volumetric throughput occurring during the peak and off-peak periods. The following table is intended to explain how the foregoing timeframes will work during the initial years that the mechanism is in effect.

<b>Time Period When COG Adjustment in Effect</b>	<b>Basis for COG Adjustment</b>
11/08-4/10	No adjustment in effect
5/10-4/11	Actual results for 11/08-10/09 (filed with COG reconciliation in 1/10)
Each 12 month period (May to April) thereafter	Actual results for the period November through October ending six months before the period for which the COG will be adjusted

The mechanism in this Section II.F shall apply only to gas usage recorded for Occupant Accounts that have been closed by the Company and shall not affect the manner in which the cost of gas consumed by Occupant Accounts that have not yet been closed is treated, which amounts shall be recovered as Occupant Account gas.

A table with sample calculations is attached for illustrative purposes. To the extent that there is a discrepancy between the foregoing written explanation and the attached table, the table shall be followed.

To the extent that the Staff, the Parties or any person not a signatory to this Agreement seeks a change in the foregoing mechanism, the Commission shall treat such request as a change regarding recovery of one or more of the indirect gas costs recovered through the Company's cost of gas mechanism. The Staff and Parties agree that, as a general matter, it is not their intent to alter the treatment of indirect gas costs outside of a general rate case. They differ as to the circumstances when or whether such an adjustment may be appropriate outside a rate case, but agree that this issue need not be addressed by the Commission in this proceeding in order to resolve the matters addressed by this Agreement.

#### G. Delivery Rates

In its rate case, DG 08-009, for purposes of determining its proposed revenue requirement, the Company imputed additional delivery revenues of \$32,072. The Company's delivery revenues will not be further adjusted for ratemaking purposes based on Occupant Account usage until the Company's next general rate case, if appropriate at that time.

H. Benefit to Low Income Customers

The Company agrees to apply \$256,308 for the benefit of low income customers (Class R-4) on a per capita basis.

III. Miscellaneous

1. This Settlement Agreement is agreed to on the condition that, in the event the Commission does not approve it in its entirety, the agreement shall be deemed withdrawn and void and shall not constitute any part of the record in this or any future proceeding or be used for any other purpose.

2. The Commission's acceptance of this Settlement Agreement shall not constitute precedent or admission by any party in any future proceeding.

3. The Parties and Staff have entered into this Settlement Agreement to resolve pending differences among them and avoid the time and expense of litigation, as well as to provide for a just and reasonable resolution of the issues. The Staff and the Parties recognize and agree that, notwithstanding the binding nature of this Agreement, pursuant to RSA 365:28 the Commission shall retain continuing jurisdiction over the matters addressed by this Agreement.

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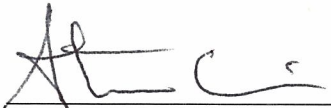
WHEREFORE, this Settlement Agreement has been executed by the Parties and Staff on the dates set forth beside their names.

ENERGYNORTH NATURAL GAS, INC.

d/b/a NATIONAL GRID NH

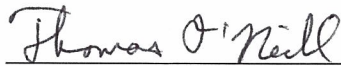
By its attorneys

McLane, Graf, Raulerson & Middleton, Professional Association



Steven V. Camerino, Esq.

Date: March 19, 2009

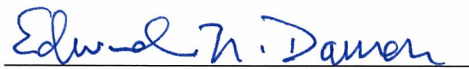


Thomas P. O'Neill, Esq. (s/c)  
Senior Counsel

Date: March 19, 2009

STAFF OF THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

By their attorney,



Edward N. Damon, Esq.

Date: March 23, 2009

OFFICE OF CONSUMER ADVOCATE



Meredith A. Hatfield, Esq.

Date: March 23, 2009



**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

**EnergyNorth Natural Gas, Inc.  
d/b/a National Grid NH**

**DG 07-129  
DG 09-050**

**Joint Statement in Support of Settlement Regarding Occupant Accounts**

EnergyNorth Natural Gas, Inc. d/b/a National Grid NH ("National Grid" or "Company"), the Office of Consumer Advocate ("OCA") and the staff ("Staff") of the New Hampshire Public Utilities Commission ("Commission") have entered into a settlement agreement regarding accounts known as Occupant Accounts and their treatment for ratemaking purposes. In the interest of promoting regulatory efficiency, National Grid, the OCA and Staff intend through this joint statement to provide the Commission with sufficient background information concerning Occupant Accounts and the terms of the settlement agreement to enable the Commission to rule on the settlement.

**Background on Occupant Account Issue**

In its order of notice issued October 11, 2007 in Docket DG 07-093, the Commission identified "what constitutes unaccounted for gas volumes and what is a reasonable level of unaccounted for gas volumes" as an issue to be considered. In particular, the investigation undertaken by the Commission with regard to unaccounted for gas focused on gas usage associated with so-called Occupant Accounts, which the Company has historically recovered through the cost of gas. Occupant Accounts are accounts established by National Grid for premises where the last identified customer has

requested termination of service, a final meter reading has occurred for that customer, and gas usage exceeds 13 ccf since that final meter reading without a new customer having applied for service. The Staff identified the issue of gas usage by Occupant Accounts because the Company has historically recovered the cost of such gas in the same manner as it recovers unaccounted for and company use gas. That is, the cost of such gas usage is recovered as a cost of providing service to customers. Through its investigation, the Staff sought to determine whether the level of gas usage associated with Occupant Accounts was unduly high.

During the course of DG 07-093, Staff propounded data requests to the Company regarding numerous issues related to Occupant Accounts, including a service termination process known as a "soft off", which the Company indicated is the manner in which it typically terminates service to most customers seeking to close their account. When terminating service using the soft off process, the Company takes a final meter reading but does not physically terminate service to the premises. When the next occupant of the premises contacts the Company to begin gas service, the new customer is typically billed for usage since the prior occupant terminated service. The soft off process is used because it avoids the cost of physically shutting off and restoring service to customer premises. However, there are occasions when a new occupant does not contact the Company on a timely basis to establish a new customer account. The Company becomes aware of such circumstances because it continues to read all meters, even those at premises for which it has no active customer account. When a meter at a premises for which there is no active customer account shows 13 ccf usage since the last customer closed its account, the Company begins issuing bills in the name of "Occupant" and sends

them to the premises. (The 13 ccf level was established a number of years ago as an estimate of the amount of gas that might be consumed through pilot lights and other minimal uses in vacant premises over a two month period.)

Because of the need to conduct additional discovery, consideration of the Occupant Account issue was deferred from DG 07-093 to the Company's next summer cost of gas proceeding, which was later opened as DG 07-129. During the course of that proceeding, the Staff and OCA issued additional data requests, and the Staff, OCA and National Grid held a number of technical sessions and settlement conferences. The issue remained unresolved as of the date of the hearing in DG 07-129, and therefore the Staff and parties indicated their desire to leave the issue open and submit a recommendation to the Commission at a later date. *See, e.g., Tr. 4/15/08 at 30 (DG 07-129)*. As a result of further settlement discussions, National Grid, OCA and Staff have now resolved all disputes relating to the Occupant Account issue, as more particularly set forth in the Settlement Agreement filed with this Joint Statement.

#### Summary of Settlement Agreement

The settlement agreement has eight substantive parts. Although the settlement is summarized below, if there is any conflict between the summary and the terms of the agreement itself, it is the intent of National Grid, the OCA and Staff that the terms of the agreement, rather than the summary, should govern.

1. Soft Off Process—The parties agree that it is appropriate to find that the use of a soft off process is reasonable.
2. Creation of Occupant Accounts—The parties agree that the Company's use of a level of 13 ccf of gas is an appropriate point at which to create Occupant

Accounts. In addition, they agree that the Company should be allowed to continue to recover in a manner similar to unaccounted for and company use gas the cost of gas usage at premises where service was terminated through a soft off process prior to reaching the 13 ccf level for which an Occupant Account is established.

3. Leave on for Landlord—In order to minimize the extent to which Occupant Accounts are created, the Company has agreed to establish a process to attempt to capture landlord information for residential and small commercial customers who occupy their premises as tenants. The purpose of this process is to improve the Company's ability to place such accounts in the landlord's name upon departure of a tenant during the period prior to occupancy of the premises by the next tenant.

4. Notice of Termination—The Company, Staff and OCA have agreed on a process for physically terminating service to Occupant Account premises in order to reduce gas usage after a soft off process is used to close a customer account. In addition, the parties have agreed upon changes to the manner in which initial billing occurs for a new tenant in premises that were previously the subject of an Occupant Account.

5. Reporting—The Company has agreed to report Occupant Account gas usage as a discrete line item in its cost of gas filings, so that the Commission can monitor such gas usage separately from unaccounted for and company use gas. Subject to the sharing mechanism described in item 6 below, gas usage associated with Occupant Accounts will be recovered in the same manner as unaccounted for and company use gas.

6. Cost Recovery/Sharing Mechanism—The parties to the agreement propose that the Commission adopt a sharing mechanism for the recovery through the Company's cost of gas rates of all or a portion of the commodity cost of gas usage

associated with Occupant Accounts. In addition, if the Company's actual experience with Occupant Account gas usage is better than an identified benchmark, the Company would be able to earn certain incentive amounts. If actual experience is worse than the identified benchmark, the Company would forfeit recovery of certain costs. Specifically, the mechanism would work as follows. A target level of gas usage would be established to reflect the average gas usage by Occupant Accounts that have been in existence for between 60 and 90 days. The parties believe it is appropriate to base this target on an average from three years of data and to calculate the average by giving a 75% weight to the level of usage for Occupant Accounts during a sixty day period and a 25% weight to the level of usage for Occupant Accounts during a ninety day period. These time periods are intended to reflect the parties' view that it is reasonable to expect most Occupant Accounts to be physically shut off and closed (and therefore usage being capped) 60 days after they are established if no one has contacted the Company to create an active customer account, but that there are circumstances where it would be reasonable for it to take 90 days before service is physically terminated. The initial target amount was calculated to be 85 therms, an amount that will be updated annually. Each year, as part of the Company's cost of gas reconciliation filing, the Company will compare the actual gas usage booked on average for Occupant Accounts closed during the prior year to the target level for that year. If the average usage for Occupant Accounts is equal to or less than the target amount, the Company will be allowed to include all such usage for recovery through its cost of gas mechanism. To the extent that the average usage for Occupant Accounts closed during the year exceeds the target level, the Company would recover 50% of the volumetric cost of gas (i.e., demand costs would not be included in this

calculation) for the first 20 therms of such excess (i.e., on a per Occupant Account basis) and none of the volumetric cost of gas beyond such limit. To the extent that the Company is able to reduce gas usage by Occupant Accounts to a level below the target amount, it would be allowed to include for recovery a shareholder incentive equal to the sum of (a) 50% of the volumetric cost of gas for each therm that the actual average Occupant Account usage is less than the target but greater than or equal to the target minus 20 therms (on a per Occupant Account basis) and (b) 100% of the volumetric cost of gas for each therm that the actual average Occupant Account usage is less than an amount equal to the target minus 20 therms. The settlement provides additional details regarding the timing of the Company's reporting regarding its performance versus the target amount and the manner in which the savings or additional costs would flow to the Company or customers.

7.      Delivery Rates—Because gas usage associated with Occupant Accounts can also affect the Company's delivery revenues and therefore the Company's revenue requirement for delivery service, National Grid, the OCA and Staff agreed that an adjustment should be made to test year revenues in DG 08-009 by reducing those revenues by \$32,072. The Partial Settlement presented in DG 08-009 reflects the \$32,072 reduction to test year revenues.

8.      Benefit for Low Income Customers—Although the Staff and the OCA disagreed within the Company regarding whether an adjustment should be made to prior cost of gas periods to reduce the Company's gas costs as a result of the manner in which Occupant Accounts have been treated, they agree that it would be just and reasonable to provide a one time credit of \$256,308 to low income customers (customers receiving

service under Rate R-4) on a per capita basis. It was agreed that providing such a benefit to low income customers was most appropriate because low income customers have faced particular adversity during the period of high gas prices that has persisted in recent years. The mechanism was also selected because it involved minimal administrative costs and treated all low income customers equitably.

### Conclusion

National Grid, the OCA and Staff believe that the settlement they have reached regarding the Occupant Account issue is in the public interest and creatively resolves a complex issue in a manner that balances the interests of customers and the Company. The parties to the agreement recommend that the Commission approve the settlement and find that it is just and reasonable and consistent with the public interest.

Counsel for Pamela Locke, an intervenor in the Company's pending general rate case, was actively consulted regarding the low income aspect of the settlement and informed of the other aspects of the settlement, including in particular the proposed adjustment to test year revenues that would apply in the rate case. Counsel for Ms. Locke was notified of the filing of the settlement so that Ms. Locke would have an opportunity to comment if she so desires. Staff and the parties are authorized to represent to the Commission that Ms. Locke has no objection to the settlement and fully supports Section II.H., which recommends that \$256,308 be applied for the benefit of low income customers on a per capita basis.

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Docket #: 07-129      Printed: March 23, 2009

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