

STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

National Grid USA, et al

Docket No. DG 11-040

Joint Petition for Authority to Transfer Ownership of Granite State Electric and EnergyNorth  
Natural Gas, Inc. to Liberty Energy Utilities Corp.

Settlement Agreement Pertaining to  
Liberty's Motion for Rehearing

WHEREAS, Order No. 25,370 (May 30, 2012) (the "Order") required Liberty Utilities (Granite State Electric) Corp. and Liberty Utilities (EnergyNorth Natural Gas) Corp. (together "Liberty") to meet certain customer service performance requirements, to file related reports with the Commission, and to be subject to penalties for not meeting the performance requirements;

WHEREAS, through Liberty's filings of May 5 and July 31, 2017, and Commission Staff's recommendation of July 21, 2017, the parties expressed conflicting interpretations as to whether the Order provides end dates for the performance requirements and reporting obligations;

WHEREAS, the Commission issued a September 26, 2017, Secretarial Letter that directed "Liberty to continue to provide the customer service reports that have been provided in the past and to work with Staff to develop a mutually agreeable successor set of customer service metrics and reporting framework by December 1, 2017."

WHEREAS, Liberty filed a motion for rehearing of the Secretarial Letter, to which Staff objected, in which filings the parties continued their disagreement over their respective interpretation of the Order and the directives of the Secretarial Letter;

WHEREAS, the parties have engaged in settlement discussions that resulted in this Agreement, by which the parties intend to resolve all issues arising from the Order and the Secretarial Letter related to performance requirements and reporting obligations;

NOW, THEREFORE, Staff and Liberty agree as follows:

1. The following reports for EnergyNorth will commence for the month of January 2018, and will remain in effect until the date on which the Commission issues a final decision in EnergyNorth's next distribution rate case filed after the conclusion of Docket No. DG 17-048.

### Call Answering

2. Liberty (EnergyNorth) agrees to a target of answering 80 percent of calls within 30 seconds, excluding those calls coming through emergency lines, and will provide the percentage of calls answered within 30 seconds in each month and the year-to-date percentage.
3. Liberty (EnergyNorth) agrees to provide monthly call answering reports to the Commission with monthly and year to date results using the format currently used by Granite State Electric Company for such reports.
4. The timing of a call answered is measured from when the call leaves the automated menu system and enters the queue to be “live answered” by a customer service representative. However, a call that never leaves the automated menu system is included in the number of calls for purposes of the monthly and annual reported results. The Company shall provide monthly reports within 21 days of the end of the month reported
5. In the event that Liberty implements a new customer service and billing system, the parties acknowledge that EnergyNorth may not be able to answer 80 percent of calls within 30 seconds for a period of up to six months from the date of the system implementation.

### Bills on Hold

6. Liberty (EnergyNorth) agrees to not hold bills longer than 30 days, above a minimum threshold of 0.05% of bills rendered.
7. Liberty (EnergyNorth) agrees to provide monthly reports, with monthly and year to date results using the format currently used by Granite State Electric Company, showing the number of bills issued, the number of bills held, and the duration of the hold in the following calendar day increments:
  - 0 – 7 days
  - 8 – 14 days
  - 15 – 21 days
  - 22 – 30 days
  - 31 – 45 days
  - 46 – 60 days
  - Continuing 15-day increments above 60 days until all bills on hold are reported
8. In the event that Liberty implements a new customer service and billing system, the parties acknowledge that the target of no more than 0.05% of bills rendered being held longer than 30 days could be exceeded for a period of up to six months from the date of the system

implementation.

#### Customer Satisfaction Level

9. Liberty (EnergyNorth) agrees to a target of 80% customer satisfaction level, excluding price.
10. Liberty (EnergyNorth) agrees to conduct a statistically valid annual residential customer satisfaction survey and report the results to the Commission annually, no later than one month following the availability of final survey results. The Company will select a sample size that yields an error rate of no more than plus or minus two and a half percent (2.5%) with a ninety five percent (95%) confidence rate.
11. Liberty agrees to provide customer satisfaction levels for EnergyNorth using the results of the Luth Research survey measurement including and excluding price.

#### Other Conditions

12. The parties agree to modify Section II(K)(3) of the Granite State settlement in Docket No. DE 16-383 by replacing “J.D. Power survey” with “Luth Research survey.”
13. The customer service performance metrics and reporting requirements for Granite State are those included in Section II (K) of the Settlement Agreement in Docket No. DE 16-383, as modified by this agreement to provide for the use of surveys by Luth Research.
14. The agreements to provide customer service reports for EnergyNorth are those listed in this Agreement and do not have penalty provisions associated with them.
15. The parties agree that any remaining customer service metrics and reporting requirements for Granite State and EnergyNorth contained in the DG No. 06-107 and Docket No. DG 11-040 settlement agreements are no longer applicable.
16. The Granite State and EnergyNorth reports provided for herein and in DE 16-383 shall be provided to Commission via its electronic reporting system, with copies to the Director and Assistant Director of the Commission’s Consumer Services & External Affairs division, to Staff Counsel of record for the most recent Granite State and EnergyNorth rate cases, and to the Consumer Advocate.
17. This Agreement is expressly conditioned on the Commission’s acceptance of all its terms, without change or condition. If the Commission does not accept this Agreement in its entirety, without change or condition, or if the Commission makes any findings that go beyond the scope of this Agreement, and any of the Parties notify the Commission within five business

days of their disagreement with any such changes, conditions, or findings, the Agreement shall be deemed to be withdrawn, in which event it shall be deemed to be null and void and without effect, shall not constitute any part of the record in this proceeding, shall not be relied on by Staff or any party to this proceeding or by the Commission for any other purpose.

18. The Settling Parties agree that the Commission's approval of this Agreement will not constitute continuing approval of, or precedent for, any particular principle or issue, but such acceptance does constitute a determination that the provisions stated in the Agreement are just and reasonable and consistent with the public interest.
19. The discussions that produced this Agreement have been conducted on the understanding that all offers of settlement and settlement discussions relating to this Agreement shall be confidential, shall not be admissible as evidence, shall be without prejudice to the position of any party or participant representing any such offer or participating in any such discussion, and are not to be used in connection with any future proceeding or otherwise.

Dated: February 8, 2018

Liberty Utilities (Granite State Electric) Corp. d/b/a  
Liberty Utilities

Liberty Utilities (EnergyNorth Natural Gas) Corp.  
d/b/a Liberty Utilities



By their Attorney, Michael J. Sheehan

Dated: February 8<sup>th</sup>, 2018

Staff of the New Hampshire Public Utilities  
Commission



By its Attorney, Paul B. Dexter