

Exhibit (RK-4)
Dockets UE-111048/UG-111049
Witness: Roger Kouchi

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

**DOCKET UE-111048
DOCKET UG-111049
(Consolidated)**

**EXHIBIT TO
TESTIMONY OF**

ROGER KOUCHI

**STAFF OF
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

*WUTC v. Puget Sound Energy, Inc.
Dockets UE-072300 and UG-072301, Order 12, Appendix D*

December 7, 2011

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,)	DOCKET UE-072300
)	DOCKET UG-072301
)	<i>(consolidated)</i>
Complainant,)	
v.)	
PUGET SOUND ENERGY, INC.,)	PARTIAL SETTLEMENT RE:
)	SERVICE QUALITY, METER AND
Respondent.)	BILLING PERFORMANCE, AND LOW
)	INCOME BILL ASSISTANCE
)	
)	

I. INTRODUCTION

1 This Partial Settlement is entered into pursuant to WAC 480-07-730(2) in order to compromise and settle all issues concerning service quality, electric and natural gas meter and billing performance, and low-income bill assistance that have been raised in this consolidated proceeding between the settling parties. This Partial Settlement sets forth revisions to the existing Service Quality Index ("SQI") and low-income bill assistance programs of Puget Sound Energy, Inc. ("PSE" or "the Company"), and a meter and billing performance plan, the parties agree should all be adopted by the Washington Utilities and Transportation Commission ("Commission") in its final order in these dockets.

2 This agreement is filed with the Commission as a Partial Settlement because it is entered by all parties in these proceedings that have been actively engaged in issues regarding service quality, meter and billing performance and low-income bill assistance.

All other parties have been advised of this Partial Settlement and none have expressed opposition to the agreements contained therein.

II. PARTIES

3. This Partial Settlement is entered into by PSE, Commission Staff, The Energy Project, and the Public Counsel Section of the Attorney General's Office (collectively referred to hereinafter as the "Parties" and each individually as a "Party").

III. BACKGROUND

A. Service Quality Benchmarks

4. As a condition of the 1997 merger between Puget Sound Power & Light Company and Washington Natural Gas Company, the Commission ordered the merged company (PSE) to meet ten customer service quality indices ("SQI"), or benchmarks, regarding:

1. Overall Customer Satisfaction
2. Commission Complaint Ratio
3. System Average Interruption Duration Index (SAIDI)
4. System Average Frequency Duration Index (SAIFI)
5. Customer Access Center Answering Performance
6. Customer Access Center Transaction Satisfaction
7. Gas Safety Response Time
8. Field Service Operations Transaction Customer Satisfaction
9. Disconnection Ratio
10. Missed Appointments

In re Application of Puget Sound Power & Light Company and Washington Natural Gas Company, Docket UE-951270 and UE-960195, Fourteenth Supp. Order Accepting Stipulation; Approving Merger (February 5, 1997). Associated penalties for failure to achieve a benchmark were established and PSE was required to file a service quality report on or about October 15 of each year regarding its performance under the service quality indices for the previous 12 months.

5 An eleventh service quality benchmark regarding electric safety response time was added in 2002 and a number of minimum performance levels enhanced. *WUTC v. Puget Sound Energy, Inc.*, Docket UE-11570, Twelfth Supp. Order Rejecting Tariff Filing; Approving and Adopting Settlement Stipulation Subject to Modifications, Clarifications and Conditions (June 20, 2002). Additionally, the annual performance cycle was moved to a calendar year and the Company is now required to file a service quality report on or about February 15 following the end of its performance year.

B. 2007 General Rate Case

6 On December 3, 2007, PSE filed with the Commission revisions to its currently effective Tariff WA U-60, Tariff G, Electric Service, Advice No. 2007-34 and Tariff WN U-2, Gas Service, Advice No. 2007-35. The proposed revisions would implement a general rate increase of \$174.5 million, or 9.50 percent, for electric service and \$56.8 million, or 5.31 percent, for natural gas service. On December 12, 2007, the Commission suspended and consolidated the filings (collectively referred to hereinafter as the "General Rate Case"). PSE subsequently amended its General Rate Case filing on April 14, 2008, revising its electric revenue requirement to \$179.7 million and its natural gas revenue requirement to \$58.1 million. In rebuttal testimony filed July 3, 2008, PSE

further revised its electric revenue requirement to \$165.1 million and its natural gas revenue requirement to \$55.5 million.

7 A prehearing conference in the General Rate Case was held on January 14, 2008. The Commission granted petitions to intervene of the Industrial Customers of Northwest Utilities, the Northwest Industrial Gas Users, The Kroger Co., The Energy Project, Nucor Steel Seattle, Inc., Seattle Steam Company and the Federal Executive Agencies.

8 In testimony filed May 30, 2008, Commission Staff and Public Counsel each proposed revisions to several of PSE's existing SQI benchmarks, and made specific recommendations to address electricity and natural gas customer billing errors resulting from meter malfunctions and other inaccuracies.¹ Additionally, Public Counsel and The Energy Project made specific recommendations to address low income bill assistance.² PSE responded to the recommendations of Commission Staff, Public Counsel and The Energy Project in testimony filed July 3, 2008.³

9 The Parties have reached a Partial Settlement pursuant to WAC 480-07-730(2) and now wish to present their agreement for Commission approval. In the interests of expediting the orderly disposition of the General Rate Case, the Parties therefore adopt the following Partial Settlement which is entered into by the Parties voluntarily to resolve matters in dispute among them regarding service quality, meter and billing performance, and low-income assistance.

10 The Parties understand that only Sections IV through VI of this Partial Settlement are subject to Commission approval and hereby respectfully request that the Commission

¹Exhibit TES-1T at 4-11 (Testimony of Thomas E. Schooley) and Exhibit BRA-1TC at 59-61 (Testimony of Barbara R. Alexander).

²Exhibit BRA-1TC at 48-59 (Testimony of Barbara R. Alexander).

³Exhibit BKG-1T (Testimony of Booga K. Gilbertson) and Exhibit SML-16T (Rebuttal Testimony of Susan McLain).

issue an order approving those sections of this Partial Settlement. The Parties request that the Commission hear evidence concerning their agreement as part of the hearings scheduled to commence before the Commission on September 2, 2008. The Parties to this Partial Settlement are also filing joint testimony in support of their agreement, pursuant to WAC 480-07-740(2).

IV. AGREEMENT- SERVICE QUALITY BENCHMARKS

11 This section describes the Parties' agreement for revising the Company's existing SQI program. Any particular index that is not revised by this Partial Settlement remains effective as set forth currently in the SQI program.

A. Reorganization of SQI Report Card

12 The Parties agree that PSE will reorganize the presentation of its SQI results in the annual SQI report card to customers by category of service, *i.e.*, customer satisfaction, customer services, and operations services.

B. Maximum Annual Penalty

13 The Parties agree to increase the maximum annual penalty payout from \$10 million to \$15 million or \$1.5 million per metric and to calculate the penalty dollars associated with each of the ten SQI metrics subject to possible penalties using the same methodology as currently applicable.

C. Return of Penalty Amounts to Customers

14 The Parties agree that when annual penalty dollars are less than the equivalent of \$12 per customer, the annual penalty will be allocated to PSE's low income bill assistance program, the Home Energy Lifeline Program ("HELP"). If the annual penalty amount

exceeds \$12 per customer, the Company will place an SQI credit on each customer's bill, rather than allocating the penalty dollars to HELP.

D. Doubling of Penalty Amounts

15 The Parties agree that doubling the otherwise applicable SQI penalty amount will take place when the Company fails to meet an SQI performance metric in two or more consecutive years, for SQI performance years 2009 and later. As is laid out in the existing provisions of the SQI program (*WUTC v. Puget Sound Energy, Inc.*, Dockets UE-011570 and UG-011571, 12th Suppl. Order at Appendix A, Exhibit J at Appendix 2, Item I.), the Company can seek relief from any penalty, which it believes in good faith meets the mitigation standard. If an SQI penalty is determined by the Commission to have been successfully mitigated, then that SQI violation for that year would not be considered as a basis for any doubling of penalties.

E. Service Guarantees

16 The Parties agree that starting with the 2009 SQI performance year the Company will add a new customer service guarantee in which PSE will refund a customer \$50 when that customer experiences a 120 consecutive-hour power outage. The refund will be issued via a credit on the customer's bill and will be available to the customer, whether or not the outage event is excluded from the calculation of SAIDI or SAIFI, subject to the following limitations:

17 1. When PSE does not have access to its facilities in order to perform the needed repair work (e.g., flood waters wash out a public roadway which prevents the Company from accessing its system) the period of time in which the Company does not

have access to its facilities is excluded from the outage period for service guarantee purposes.

18 2. Because the Company does not always know which specific customers are without power, the affected customer must report the outage in order to receive the service guarantee payment. A customer's reporting of an outage shall be interpreted as a request for payment of an applicable service guarantee payment. Affected customers who did not report an outage may also apply for the \$50 service guarantee within 7 days of the outage event. The Company will have 30 calendar days in which to research and validate the customer's request. However, the 120 consecutive-hour period for determining the service guarantee commences from the time the outage commences and not from the time the customer reports the outage or otherwise requests payment.

19 3. The Company will, at minimum, place information regarding the availability of the service guarantee in the customer newsletter each fall (as part of storm/emergency preparation information) and include this information on its website with other information concerning PSE's customer service guarantee program.

20 4. The Company will, at a minimum, place a recording regarding the availability of the service guarantee on PSE's IVRU system (which provides customer messaging when a customer is on hold) with either the Company's declaration of a storm for SQI purposes (5% or more of the Company's customers are without power) or when the Company opens its Emergency Operations Center.

21 5. The total cumulative annual payment (on the 120 consecutive-hour service guarantees) is limited to \$1.5 million, or 30,000 customers, and PSE will provide

customer payments to eligible customers who request such payment on a first-come, first-served basis.

F. Reporting of Customer Complaint Information

22 The Parties agree that PSE will report on how it uses customer complaint information in its circuit reliability evaluations, beginning with the 2009 filing of PSE's annual electric service reliability report. Additionally, the Parties agree that PSE will invite Public Counsel to participate in meetings to discuss the format and content of the Company's annual electric service reliability report.

G. SQI No. 7, Gas Safety Response Time

23 In addition to SQI No. 7 concerning Gas Safety Response Time, the Parties agree that starting with the 2009 SQI performance year, the Company will report annually to the Commission on the percentage of responses to gas emergencies that are met within 60 minutes. The Parties further agree that this additional reporting metric will not be subject to SQI penalties. Additionally, with the SQI filing for the 2010 SQI performance year the Company will submit a report stating its position regarding whether the current SQI metric for Gas Response Time should be changed to a performance standard requiring PSE to respond to a minimum of 95 percent of gas emergencies within 60 minutes. The Company's report will include an analysis of the costs, customer impacts and safety implications of making any change to the existing Gas Response Time performance standard (average response time within 55 minutes) and recommend whether the current standard should be changed, and if so, how. The Company will informally consult with the Parties on the analysis prior to the completion of the report.

H. SQI No. 10, Missed Appointments

24 The Parties agree with regard to SQI No. 10 to change the name from "Missed Appointments" to "Appointments Kept" and to reverse the current metric accordingly.

I. Reporting of Outside Contractor Penalties

25 The Parties agree that, starting with the 2009 SQI performance year, the Company will report in its annual SQI filing with the Commission new customer construction-related penalties paid by its two predominant service provider contractors. The Company will include in its service provider performance report actions the Company or its service providers have taken to improve customer satisfaction with the new customer construction process.

J. SQI No. 5, Customer Access Center Answering Performance

26 The Parties agree that, starting with the 2009 SQI performance year, the Company will report in its annual SQI filing with the Commission for SQI No. 5, Customer Access Center Answering Performance, the monthly percentage of calls answered by PSE's call centers within 30 seconds. The Parties further agree that this additional reporting metric will not be subject to SQI penalties. The Company agrees to make a good faith effort to provide a consistent level of performance at its customer call centers throughout the year, taking into account the impact of catastrophic storms or other extreme events that impact customer call volume. Additionally, with the SQI filing for the 2009 SQI performance year, the Company will submit a report stating its position regarding changing the current SQI No. 5 measurement and penalty to a two-part (annual and monthly thresholds) SQI. The Company's report will include an analysis of the costs and customer impacts associated with adopting a quarterly or monthly minimum performance standard, as well as information to the Parties concerning the key variables that impact customer call

volume and the Company's call answering performance. The Company will informally consult with the Parties on the analysis prior to the completion of the report.

K. Reporting of Call Abandonment and Busy Calls

27 The Parties agree that as part of SQI No. 5, Customer Access Center Answering Performance, PSE will report call abandonment and busy calls annually, as part of the Company's annual report filing. The Parties agree further that this additional reporting metric will not be subject to penalty.

L. SQI No. 2, Commission Complaint Ratio

28 The Parties agree that starting with the 2009 SQI performance year, the performance standard for SQI No. 2, Commission Complaint Ratio will be improved from 0.50 complaints per 1,000 customers to 0.40 complaints per 1,000 customers.

M. SQI No. 1, Overall Customer Satisfaction

The Parties agree to eliminate SQI No. 1, overall customer satisfaction.

V. AGREEMENT - METER AND BILLING PERFORMANCE

29 This section sets forth the Parties' agreement to establish an electric and natural gas customer billing and meter performance plan, which sets forth standards to measure potential problems in PSE's metering system and improves PSE's ability to issue accurate and timely bills to its customers.

A. Ongoing Standards

30 The Parties agree that PSE will establish the following ongoing meter and billing standards for natural gas and electric meters:

31 1. Natural Gas: PSE will resolve identified potential gas meter and billing problems for each monthly vintage within four months of identification; 75 percent will

be resolved within two months of identification. Potential metering and billing problems identified within the same month will be of the same vintage. (e.g., potential problems identified on the 5th of the month or the 20th of the month will have the same monthly vintage.)

32 2. **Electric:** PSE will resolve identified potential electric meter and billing problems for each monthly vintage within two months of identification; 50 percent within one month of identification. Potential metering and billing problems identified within the same month will be of the same vintage. (e.g., potential problems identified on the 5th of the month or the 20th of the month will have the same monthly vintage.)

B. Phase-in Plan

1. Standards

33 As of June 30, 2008, the Company had identified potential problems with 17,276 meters. PSE commits to resolving 100 percent of this legacy population by June 30, 2009. The Company will also resolve 75 percent of this population by December 31, 2008.

2. Conditions

34 The Parties agree that PSE will phase-in the ongoing standards set forth above with the following conditions:

- i. The Company will establish the ability to track and report monthly vintages of potential meter and billing problems. PSE will establish and submit to Commission Staff a plan to implement tracking and reporting improvements, if needed, by October 31, 2008;

- ii. PSE will identify and commence a hiring process for appropriate qualified personnel resources by December 31, 2008;
- iii. PSE will apply the above ongoing meter and billing standards starting January 1, 2009. The Company will validate the reporting and identification of potential new problems and initiate remediation plans (if necessary) within three months of applying the ongoing standard (i.e., by March 31, 2009).
- iv. PSE will resolve potential gas and electric meter and billing problems identified between July 1, 2008 and December 31, 2008 by June 30, 2009.

C. Revenue Adjustment

35 The Parties agree that the Company's test year natural gas revenues will be increased by \$1,228,338 and electric revenues will be increased \$107,016. These amounts are currently reflected in the Commission Staff's revenue deficiency and should be deducted from the Company's revenue deficiencies. Commission Staff's working capital adjustment for Account 173, Accrued Utility Revenues, as filed on May 30, 2008, is withdrawn.

D. Reporting

36 The Parties agree that the Company will report to the Commission quarterly on its performance under the meter and billing standards, with aging data for natural gas and electric accounts. Reporting periods will be March 31, June 30, September 30, and December 31. The first report will be for the quarter ending September 30, 2008 and will be submitted by October 31, 2008 in a format agreeable to the Parties.

E. Definitions

37 For purposes of this Meter and Billing Performance Plan, the following
definitions apply:

1. "Identified" meter and billing issues:

38 The following defines when specific categories of potential meter and
billing problems are considered to be "identified". Identified meter/billing
problems will be tracked with a unique identifier on a master meter and
billing performance report.

- Stopped Meter: Date the meter is validated to be a probable stopped meter from manual analysis of the zero consumption or other similar report.
- Unassigned Energy Usage: Date that the energy usage reaches the following established thresholds:

	Gas	Electric
Residential	100 therms	1,000 kWh
Commercial/Industrial	100 therms	7,150 kWh

- Lost Meter: Date that the meter has been correctly transmitting energy usage for more than sixty days; yet no associated account exists in the ConsumerLinX (CLX) system.
- Meter Mix/Other Field Identified: Date of notification of a potential meter mix (meter correctly recording and transmitting energy, but is assigned to an incorrect account in CLX) or other field identified problem as reported either from a customer or PSE field representative.

- Other: For meter and billing problems that do not fall into one of the above categories, that problem will be considered “identified” when it is first brought to the attention of a PSE representative by any party, or when through the course of normal work, a PSE representative identifies a meter and billing error or problem.

2. “Resolved” meter/billing issues:

39. An identified meter and billing problem will be considered resolved when a correct bill is issued to the customer and any associated equipment problems are corrected.

F. Plan modifications

40. The intent of this Partial Settlement is to promptly, effectively, and sustainably address meter and billing performance. The Parties recognize, however, that the performance standards contained in this Partial Settlement are based upon limited historical and industry data, especially in light of the Company’s full deployment of AMR technology. Therefore, should unanticipated or exceptional circumstances arise that cannot be mitigated absent unreasonable impacts on customers (for example, unreasonable costs that may affect all customers), the Company will promptly disclose those circumstances in writing to all other Parties. Within 30 days of such disclosure, the Parties will present for Commission approval their agreed revisions to the existing meter and billing performance plan that reasonably accomplish the intent of the existing plan. Absent such agreement, each Party will present their own meter and billing performance plan revisions for Commission decision according to a procedure to be determined by the Commission.

G. Safety and other statutes

41 In all cases, the Parties intend that the actions required to accomplish this plan are consistent with all appropriate safety and other relevant statutes.

VI. AGREEMENT – LOW INCOME ASSISTANCE

42 This section sets forth the Parties agreement with regard to increases in the Company's low income bill assistance programs, the Home Energy Lifeline Program ("HELP").

43 The Parties agree that PSE will increase HELP benefits for qualifying low income customers by increasing the total aggregate funding cap for HELP, including benefits and administrative costs, to \$15 million per year from approximately \$10.25 million per year. This \$15 million will be distributed 75 percent to electric low income and 25 percent to natural gas low income customers. In addition, aggregate HELP funds not distributed to qualifying customers in any single program year will be carried over to provide supplemental benefit funding in the next program year.

44 The Parties further agree that the Company will clarify the program accounting rules to define the program caps to include benefits and administrative costs. Amounts to be set in rates in this proceeding will include a gross-up over and above the program caps sufficient to cover the Company's revenue sensitive items.

VII. MISCELLANEOUS PROVISIONS

45 1. The Parties agree to support the terms and conditions of this Partial Settlement as a settlement of all contested issues between them in the above-captioned consolidated proceedings regarding service quality, meter and billing performance and low income assistance.

46 2. This Partial Settlement represents an integrated resolution of issues regarding Service Quality Index provisions, meter and billing performance, and low income assistance. Accordingly, the Parties recommend that the Commission adopt and approve Section IV of this Partial Settlement in its entirety.

47 3. The Parties shall cooperate in submitting this Partial Settlement promptly to the Commission for approval of Sections IV- VI above, and shall cooperate in developing supporting testimony as required in WAC 480-07-740(2)(b). The Parties agree to support the Partial Settlement throughout this proceeding, provide witnesses to sponsor such Partial Settlement at a Commission hearing, and recommend that the Commission issue an order adopting the Partial Settlement in its entirety.

48 4. In the event the Commission rejects Sections IV-VI of the Partial Settlement, the provisions of WAC 480-07-750(2)(b) shall apply. In the event the Commission accepts Sections IV-VI of the Partial Settlement upon conditions not proposed herein, each Party reserves the right, upon written notice to the Commission and all other parties to this proceeding within five (5) days of the Commission order, to state its rejection of the conditions. In such event, the Parties immediately will request that hearings be held on the appropriateness of the conditions or upon other service quality, meter and billing performance, or low income proposals of the Parties. In any further proceedings triggered by this paragraph, the Parties agree to cooperate in development of a hearing schedule that concludes such proceeding at the earliest possible date. Any further proceedings triggered by this paragraph shall not delay any compliance filing of PSE ordered by the Commission and such compliance filing shall remain in effect pending any further proceeding.

49 5. The Parties enter into this Partial Settlement to avoid further expense, uncertainty, and delay. By executing this Partial Settlement, no Party shall be deemed to have approved, admitted, or consented to the facts, principles, methods, or theories employed in arriving at the terms of this Partial Settlement and except to the extent expressly set forth in this Partial Settlement, no Party shall be deemed to have agreed that this Partial Settlement is appropriate for resolving any issues in any other proceeding. No Party shall represent that any of the facts, principles, methods, or theories employed by any Party in arriving at the terms of this Partial Settlement are precedents in any other proceeding.

50 6. This Partial Settlement may be executed in counterparts, through original and/or facsimile signature, and each signed counterpart shall constitute an original document.

51 7. All Parties agree:

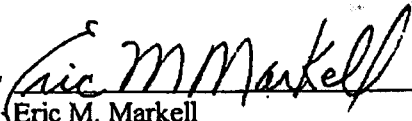
- i. to provide all other Parties the right to review in advance of publication any and all announcements or news releases that any other Party intends to make about the Partial Settlement. This right of advance review includes a reasonable opportunity for a Party to request changes to the text of such announcements. However, no Party is required to make any change requested by another Party; and
- ii. to include in any news release or announcement a statement that Staff's recommendation to approve the settlement is not binding on the Commission itself. This subsection does not apply to any news

release or announcement that otherwise makes no reference to

Staff.

DATED: This 19th day of August, 2008.

PUGET SOUND ENERGY, INC.

By 
Eric M. Markell
Executive Vice President and
Chief Financial Officer

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THE ENERGY PROJECT

By _____
Ronald L. Roseman
Attorney for The Energy Project

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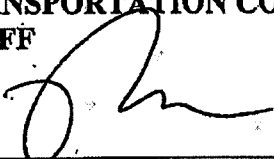
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By _____
Ronald L. Roseman
Attorney for The Energy Project

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DATED: This 16th day of August, 2008.

PUGET SOUND ENERGY, INC.

By _____
Eric M. Markell
Executive Vice President and
Chief Financial Officer

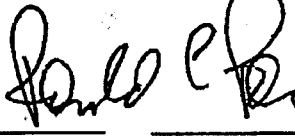
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Attorney for The Energy Project

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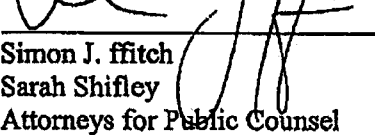
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