Service Quality & Reliability Plan Revised August 8, 2014

Page 1 of 16

GREEN MOUNTAIN POWER CORPORATION SERVICE QUALITY & RELIABILITY PERFORMANCE, MONITORING & REPORTING PLAN

Section I: General Provisions

The purpose of this Service Quality & Reliability Performance, Monitoring & Reporting Plan (the "Plan") is to establish a set of performance standards, and performance monitoring and reporting for the newly combined Central Vermont Public Service Corporation and Green Mountain Power Corporation ("the Company") These standards are a blending of the current standards and will be supported by a separate set of systems and processes until the Company combines the technologies and processes that support the delivery of electric service in all its Vermont territories. When completed, the Company will collaborate with the Public Service Department ("PSD") to insure that there are a set of measures that reflects a new level of service to GMP customers.

- 1. The parties to this Plan are Green Mountain Power and the PSD.
- 2. Section II establishes the measurement and reporting protocols for the performance standards. Section III of the Plan establishes minimum performance standards in each performance area. Section IV of the Plan establishes service guarantees. Section V establishes the service quality compensation mechanism.
- 3. The Plan shall remain in effect from the beginning of the first quarter following Public Service Board ("Board" or "PSB") approval until modified by subsequent Board order. The parties agree that they will review the Plan after it has been in effect for one year and every two years thereafter to determine the need for any modifications of measurements or performance levels. Either party may petition the Board for modifications of measurements or performance levels at any time during the life of the Plan.
- 4. Nothing in this Plan shall preclude the use of other remedies available under law for addressing substandard performance to the degree that such performance has not already been addressed under the provisions of this Plan.
- 5. In the event that the Company opens its territory to retail choice during the life of this Plan, the parties acknowledge additional and/or different standards may be necessary to monitor service delivery changes attendant to restructured service delivery. The Company shall negotiate with the PSD additional standards should the need arise. Modifications to the Plan under this paragraph shall be submitted to the PSB for approval.

- 6. Section IV of the Plan consists of service guarantees to be offered by the Company. The Company shall within 30 days of PSB approval of the Plan, file such tariff amendments as are necessary to implement the service guarantees. Such guarantees shall not be effective unless the PSB grants tariff approval.
- 7. All monies paid under sections IV and V of this Plan shall be accounted for below the line and shall not be included in the Company's cost of service for purposes of rate making.
- 8. In addition to the performance standards and measurements set forth in this document, the Company agrees to the following time frames for response to consumer and regulatory complaints:
 - a. The Company shall provide a substantive response to consumer complaints expressed directly to the company within 14 calendar days of receipt by any method of contact.
 - b. The Company shall provide a substantive response to consumer complaints from the PSD within 14 calendar days.
 - c. If the Company needs additional time to respond fully to a complaint from a consumer or from the PSD, the Company shall within the initial 14-day period request a specific amount of additional time for response and shall provide a proposed resolution within the requested additional time.

10. Definitions:

- a. <u>Disconnect/Reconnect:</u> Electric power in a location must temporarily be disconnected and reconnected at the customer's request. The physical disconnection of the electric service cable is usually to ensure safety during work being completed at the location.
- b. <u>Escalation:</u> An escalation is a complaint to the Company or to the PSD which, following investigation, it is determined there is something the utility reasonably could or should have done to satisfy the consumer and thereby prevent the complaint from arising. Each party's discretion shall determine whether or not a complaint to it is classified as an escalation.

- c. <u>New Line Extensions:</u> Any installation for the purposes of servicing new customer(s) that triggers the Company's Line Extension Tariff and there is a payment by the customer for "Contribution in Aid of Construction."
- d. <u>Move-ins & Move outs:</u> Any customer request to either establish or discontinue service at the meter.
- e. <u>New Service:</u> A primary circuit exists and only a transformer and/or a secondary cable are needed to be installed, and the installation does not trigger the Company's Line Extension Tariff, and there is no customer payment.
- f. Normal Business Hours: "Normal business hours" are 7 a.m. to 7 p.m. Monday through Friday excluding days on which legal holidays are observed and the Company is closed to routine business operations.
- g. <u>After Normal Business Hours:</u> "After Hours" are Weekends, Holidays and 7 p.m. to 7 a.m. Monday through Friday
- h. <u>Street Light Maintenance</u>: The Company makes repairs to the Company-owned outdoor lights (rental units on private property) or municipal lights at the request of a customer.
- i. <u>Street Light New Installation</u>: The Company installs the Company-owned outdoor lighting at the request of a customer.
- j. <u>Temporary service:</u> A secondary service is installed for a customer-specified period of time. Primary conductors exist to the site.
- k. Weather-related delays: These are the delays that are included in the "not ready" exclusions described in the work completion performance measure (Section III, paragraph 3 and Service Guarantee description Section IV, paragraph 3). Weather related delays shall be defined as provided by the relevant section of the Company's union contract[s] concerning restrictions on outside work during inclement weather. Weather-related delays shall also include: periods when roads are impassable to company vehicles following heavy rain, snow or spring thaw conditions; and un-availability of company personnel as a result of service restoration efforts due to storms.

Section II: Measurement, and Reporting Protocol

1. The Company shall continue to monitor performance under the initial Plan until the effective date of this Plan as provided in Paragraph I.7.

- 2. Reporting periods shall be calendar quarters, with quarterly reports submitted to PSD and the Board by the last day of the month following the end of each quarter, except for the standards in Paragraph III.5.b, III.6 and III.7, which shall be reported annually on a calendar year basis by January 31 of the following year.
- 3. Except as provided in Paragraph II.2, performance results shall be aggregated monthly and quarterly, and shall be reported quarterly to the PSD. The parties shall jointly develop an electronic reporting format.
- 4. Quarterly reports shall include both monthly and quarterly averages. Quarterly averages shall be derived from raw data, not by averaging monthly averages.
- 5. Achievement of minimum standards for purposes of calculating service quality compensation shall be determined on the basis of a 12-month average. Service quality compensation shall be calculated annually in the month following the end of the calendar year. A minimum performance standard shall be considered met if the 12-month average met or was below the standard.
- 6. Notwithstanding Paragraph 5, where quarterly performance falls more than ten percent above any standard, or where performance does not meet any standard for two consecutive quarters, the Company shall within 30 days of the end of the quarter in which this provision is triggered, submit a corrective action Plan indicating how it will remedy the failed standard.
- 7. Performance shall be evaluated and reported as listed in Section III for all performance areas unless otherwise specified. Actual performance shall be rounded up when the relevant decimal place is 5 or more. The Company shall retain all of its reports that support the results for each of the performance areas for a period of not less than 24 months after the results are reported. The Company shall provide these reports upon request to the PSD.
- 8. The Company shall review with the PSD any change to the Company's measurement protocol or to the internal reporting methods that are used to obtain the data measured prior to the Company's implementation of such changes. If the PSD and the Company are unable to agree on the changes requested, nothing in this Plan shall preclude either party from seeking appropriate relief from the PSB. The Company shall have an affirmative duty to report missing data or other events that could reasonably affect the quality of the data at the time the Company becomes aware of such events. Any data related to the Plan reported to the PSD that reflects significantly altered measurement procedures or internal

- data acquisition methods that have not been agreed to between the Company and the PSD shall be subject to challenge and potential exclusion from results.
- 9. The Company may seek a waiver of any applicable performance standard from the PSB. A waiver may only be granted where the circumstances causing the failure were beyond the Company's control, and the Company can demonstrate that its level of preparedness and response was reasonable in light of the cause of the failure.

Section III. Performance Standards

- 1. <u>Call answer performance measures:</u> All data required for call answer performance measures shall be obtained from Green Mountain Power's ACD (Automated Call Distribution) call center monitoring applications. The system reports both real time and historical call system activity to Green Mountain Power Corporation's Customer Service number 24 hours a day. Green Mountain Power also utilizes an Integrated Voice Response system (IVR), and an automated call overflow system, which provide for the routing of calls and automated messaging for outages. Data is extracted on a monthly basis and modified as indicated in each specific measure below to obtain specified performance data analysis.
 - a. <u>Call Answering Service Level:</u> Percentage of customers not reaching a company representative within 20 seconds during normal business hours excluding outage calls. Performance shall be calculated as follows:

Number of calls not reaching a company rep within 20 seconds

Number of attempts to reach a company rep

Performance measure: <= 25%

Source of data: The ACD system separates call data for those choosing to report outages. Calls prior to 7 a.m. and after 7 p.m. and call activities for weekends and holidays shall be subtracted from call data to obtain data for normal business hours only.

b. <u>Abandon rate, normal business hours:</u> Percentage of calls abandoned after being transferred from the IVR to the Call Center ACD during normal business hours. Excludes: all calls abandoned in 5 seconds or less (short abandons) and outage-related calls unless otherwise specified. Performance shall be calculated as follows:

Number of calls abandoned
Number of attempts to reach a company rep

Performance measure: <= 3%

Source of data: Data are prepared as described in 1A above. Resulting data are cross referenced to the 1A call answer statistics to ensure data match for the calls answered and offered.

c. <u>Outage calls not answered (live and automated):</u> Percentage of attempted outage related calls not answered live, by the IVR, or by the overflow system on a 24-hour, 7-day per week basis. Performance shall be calculated as follows:

Number of outage calls not answered
Number of outage calls attempted

Performance measure: <=15%

Source of data: Data shall be obtained from the Company's ACD, IVR, and call overflow systems on a 24-hour basis to include weekends and holidays. The automated answer rate is obtained from the IVR and call overflow systems statistics of those listening to the outage recording or creating an outage order and hanging up prior to reaching a company representative.

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2. **Billing performance measures**

a. <u>Percentage of bills not rendered monthly:</u> Percentage of bills not rendered within seven days of the scheduled billing date. Performance shall be calculated as follows:

Number of bills not rendered within seven days of the scheduled billing date

Total number of bills scheduled to be rendered

Exclusions: The measurement will exclude accounts that were activated within 10 days prior to the normal billing cycle; accounts that are scheduled to receive a final bill within 10 days after the normal billing cycle; sales for resale accounts; station service accounts; company use accounts.

Performance measure: <= .10%

Source of data: This standard shall be measured by using data obtained from the Company's Customer Information System. Results shall be reported to the second decimal place.

b. <u>Bills found inaccurate:</u> Percentage of bills found inaccurate after being sent to customers, brought to company's attention either as result of customer complaints and/or by the company's own efforts. Performance shall be calculated as follows:

Number of bills rendered inaccurately for the month Total number of bills rendered for the billing month

Exclusions: This standard is subject to exclusions as allowed by the company's Terms and Conditions tariff*. This standard also does not include bills where the inaccuracy does not effect the calculation of the bill, or where the fault does not lie with the Company (e.g., mixed meters due to erroneous customer third-party install, equipment destruction, consumer tampering). Multiple bills for a customer that are caused by the same error shall be counted as one incident for up to two billing cycles, but thereafter shall be counted as individual incidents each billing cycle. *The current Tariff, effective March 1, 2014, allows GMP to estimate bills for up to two consecutive billing cycles.

Performance measure: <= .10%

Source of data: This standard shall be measured by using data obtained from the Company's Customer Information System. A specific resolution code shall identify and track the complaints that are the result of an inaccurate bill. Data on the total number of bills rendered for a billing month will be obtained from the Company CIS system. Standard shall be reported to the second decimal place.

c. <u>Payment posting complaints:</u> Percentage of customers filing complaints ultimately classified as escalations to the Company or to PSD concerning the posting of their payments to their accounts. Performance shall be calculated as follows:

Number of customers complaining about payment posting
Total number of customers

Performance measure: <= .0050%

Source of data: Data shall be obtained from the Customer Information System for complaints to the Company and from the PSD for complaints to the PSD. Standard shall be measured and reported to the fourth decimal place.

3. Meter reading performance measures

<u>Percentage of actual meter readings per month:</u> Percentage of meters not read each month in relation to the number that were scheduled to be read. Performance shall be calculated as follows:

Number of scheduled meters not read Number of meter readings scheduled

Performance measure: <= 1.0%

Source of data: Data shall be obtained from the Company's Customer Service and Billing System and Meter Reading System. Standard shall be measured and reported to the first decimal place. This standard shall apply to ALL meter types.

4. Work completion performance measures

a. Percentage of customer requested work not completed on or before promised delivery date: The percentage of jobs resulting from customer requests for meter related or other customer requested work that are completed on or before the promised completion date as defined and agreed to by the customer. Performance shall be calculated as follows:

Number of jobs not completed on or before promised delivery date

Total number of jobs promised complete in the reporting month

Exclusions: When an event outside of the Company's control occurs resulting in the work not being completed as promised, the Company will renegotiate the promised delivery date with the customer. These events include but are not limited to the following: meter socket not installed correctly; energizing permit not issued; customer site work or tree trimming not completed; customer underground conduit/trenching not completed; weather-related delays and delays created as result of the telephone company not completing its prerequisite work (i.e., pole setting) in a reasonable time frame. Streetlight repair delayed due to bad underground and/or not a streetlight specific problem will be reclassified as general maintenance work. Renegotiated jobs will be reported as 'completed on or before' based on the new renegotiated date not the original date.

Inclusions: "Move-ins," "move-outs," "seal-outs" and "check readings" completed by the end of the promised day; line extensions; new service; disconnect/ reconnect; new street/security light installation; street/security light maintenance; and temporary service connection.

Performance measure: <= 5%

Source of data: Data shall be obtained from the Company's Customer Service, Billing, and Work Management systems. When a customer calls for a move in, move out or a meter investigation, a service request is created for the date promised to the customer. Reports are generated monthly of all open service requests and are reviewed for the following: (1) was the service request preempted by another service request, (2) was the service request not the result of a customer request but rather an internal request for service work, (3) was the request for non-regulated business activities. Those service requests found to match any of the above shall be removed from the final data report.

b. Average number of days after the missed delivery date: Average number of days after the missed delivery date in which Company was to complete meter-related or other customer-requested work. Performance shall be calculated as follows:

Total days of delay Total number of delayed jobs in the reporting month

Exclusions: When an event outside of the Company's control occurs resulting in the work not being completed as promised, the Company will renegotiate the promised delivery date with the customer. These events include but are not limited to the following: meter socket not installed correctly; energizing permit not issued; customer site work or tree trimming not completed; underground conduit/trenching not completed; weather-related delays; delays created as result of the telephone company not completing their prerequisite work (e.g., pole setting) in a reasonable time frame.

Inclusions: "Move-ins," "move-outs," "seal-outs" and "check readings" completed by the end of the promised day; line extensions; new service; disconnect/ reconnect; new street/security light installation; street/security light maintenance; and temporary service connection.

Performance standard: <= 5 days.

Source of data: Data shall be obtained from the Company's Customer Service, Billing, and Work Management systems. When a customer calls for a move in, move out or a meter investigation, a service request is created for the date promised to the customer. Reports are generated monthly of all open service request and are reviewed for the following: (1) was the service request preempted by another service request, (2) was the service request not the result of a customer request but rather an internal request for service work, (3) was the request for

non-regulated business activities. Those service requests found to match any of the above shall be removed from the final data report. Days of delay will be calculated as working days from the day after the missed date to the day of the promised delivery date.

5. <u>Customer satisfaction measures</u>

a. <u>Transactional customer satisfaction:</u> Percentage of customers who are satisfied or completely satisfied following customer-initiated contact with the Company (report, request, inquiry, customer requested work and complaint resolution).

Performance measure: => 82.5%. Deviation from the baseline for this measure shall be calculated dividing the number of points of deviation from the baseline by 17.5 rather than 82.5 in order to convert the measure to its inverse.

Exclusions: The performance standard shall be considered met if performance falls within the survey margin of error.

Source of data: Survey conducted by an independent, third-party contractor performing four quarterly surveys of customers who have contacted the Company with a report, request, inquiry, complaint or request for work in order to assess the level of satisfaction with the transaction. The Company may add additional questions following the required initial set of questions. The sampling and surveying methods shall continue to be conducted in the same manner as surveys under the previous Plan. The Company will allow the PSD to review and have input into any changes it may propose to implement.

b. **Overall customer satisfaction:** Percentage of customers satisfied or completely satisfied with the Company.

Performance measures: => 82.5%. Deviation from the baseline for this measure shall be calculated dividing the number of points of deviation from the baseline by 17.5 rather than 82.5 in order to convert the measure to its inverse.

Exclusions: The performance standard shall be considered met if performance falls within the survey margin of error.

Source of data: Survey conducted by an independent, third-party contractor performing an annual survey of a sample of the Company's Vermont customers. The survey shall assess general customer satisfaction in the following areas: reliability, service restoration, customer inquiry, meter reading and billing. The sampling and surveying methods shall continue to be conducted in the same manner as surveys under the previous Plan. The Company and PSD shall agree on

the sampling and survey methods.

c. Rate of complaints to PSD/Consumer Affairs: Percentage of customers who file complaints with the PSD that are ultimately classified as escalations following investigation. Measure to be reported to the 3rd decimal place. Performance shall be calculated as follows:

Number of escalations
Total number of customers

Performance measure: <= ..068%

- 6. Worker safety performance measures:
 - a. <u>Lost Time Incident Rate:</u> The number of lost time cases experienced by the Company in a calendar year, multiplied by 200,000 and divided by the total hours worked by Company employees.

Number of lost time cases x 200,000
Total hours worked by The Company employees

Source of data: Lost time cases are the total number of incidents that cause an injury that results in the employee missing work as a result of an injury sustained while performing work for the company. Lost time cases are recorded in the company's VOSHA Accident Log that is maintained by the Company's Safety Department.

Performance measure: <= 3.15

b. <u>Lost Time Severity Rate:</u> The number of employee lost days experienced by the Company for a calendar year, multiplied by 200,000 and divided by the total hours worked by Company employees.

Number of employee lost days x 200,000 Total hours worked by the Company employees

Source of data: Employee lost days are the total number of work days missed by employees as a result of an injury sustained while performing work for the company. Employees lost days are recorded in the company's VOSHA Accident Log that is maintained by the company's Safety Department.

Performance measure: <=60.0

7. Reliability Performance Measures

a. <u>System average interruption frequency ("SAIFI"):</u> This standard is defined in Public Service Board Rule 4.901 and shall be established for the system as a whole.

Performance measure: <= 2.4

b. <u>Customer average interruption duration ("CAIDI"):</u> This standard is defined in Public Service Board Rule 4.901 and shall be established for the system as a whole.

Performance measure: <= 2.7

- c. Worst-Performing Areas For each calendar year, the Company shall identify the ten worst performing circuits on its system, identify the factors underlying the performance of these circuits, and institute economically feasible measures to improve the reliability of these circuits. All circuits that have been identified shall be monitored each year, over a five-year period, to determine the effectiveness of the improvement measures and to identify further measures that may be required.
- d. <u>Major Storms:</u> Calculation of all SAIFI and CAIDI indices shall be net of outages caused by major storms. A major storm is defined as a severe weather event that satisfies all three of the following criteria:
 - i. Extensive mechanical damage to the utility infrastructure has occurred;
 - ii. More than 10% of the customers in a service territory are out of service due to the storm or the storm's effects; and,
 - iii. At least 1% of the customers in the service territory are out of service for at least 24 hours.

Section IV. Service Guarantees

- 1. The Company shall offer the following service guarantees subject to Board approval of necessary tariff amendments:
 - a. **<u>Bills not rendered</u>**: The Company shall provide a credit of \$25 to any retail customer whose bill is not rendered within 7 days of the customer's scheduled

billing cycle. In the event of systemic errors that affect in excess of 1000 customers in the same manner and the same incident (such as programming errors), the amount of service guarantees shall be capped at \$10,000 per incident. The \$10,000 shall be divided equally among all affected customers. Bills that are inaccurate in the customer's favor where the Company chooses not to collect are excluded.

- b. <u>Bills found inaccurate:</u> The Company shall provide a \$25 credit if a retail customer's bill is determined to be inaccurate (see above III.2.B) as result of a customer complaint or found to be inaccurate by the Company after the bill has been sent to the customer. In the event of systemic errors that affect in excess of 1000 customers in the same manner and the same incident (such as programming errors), the amount of service guarantees shall be capped at \$10,000 per incident. The \$10,000 shall be divided equally among all affected customers. Bills that are inaccurate in the customer's favor where the Company chooses not to collect are excluded.
- c. <u>Payment Posting</u>: The Company shall provide a \$25 credit if a retail customer's payment is determined to be posted inaccurately (in error) as brought to the Company's attention either as a result of customer complaints; and/or the Company's own efforts; and/or as reported to the Company as an escalation by the PSD.
- d. <u>New Service Installation</u>: in the case of overhead and underground new service requiring only installation of a service cable or a service connection, the Company shall provide a credit of \$25 to any customer whose installation is not completed within five (5) business days of the date the customer has met his or her requirements and is ready for service.
- e. <u>Temporary service installation</u>: In the case of overhead temporary service requiring only the installation of a service cable or service connection, the Company shall provide a credit of \$25 to any customer whose temporary installation is not completed within five (5) business days of the date the customer has met his or her requirements and is ready for service.
- f. <u>Disconnects and reconnects</u>: The Company shall provide a credit of \$25 to any customer whose disconnect/reconnect is not completed within two (2) business days of notification to the Company of the customer's need.
- g. <u>Move In/Move out</u>: the Company shall provide a credit of \$25 to any customer whose move in or move out order is not completed within two (2) business days of the date promised to the customer on the service order.
- h. <u>Streetlight and outdoor light repair</u>: The Company shall provide a credit of \$25 to any customer if repair of a streetlight does not occur within five (5) business days of outage notification by the customer. Measurement shall begin on the day the notification occurred.
- i. <u>Streetlight installation</u>: The Company shall provide a credit of \$25 to any customer if new installation of less than three streetlights does not occur within five (5) business days of the order or on the date promised, whichever is later.

- This guarantee shall apply to orders of less than three streetlights and where the existing poles and electric service for the light fixtures already exist. Measurement begins on the date the order was created.
- j. <u>Line Crew Appointments</u>: In the case of where an appointment for a line crew is made to do work at a customer premise, the Company shall provide a credit of \$25 if the crew does not show up within a 2 hour window of the time the work was scheduled, or by the end of the agreed day if no appointment time was scheduled.
- 2. All credits owed to customers as a result of the Company failure to meet the service guarantees described above in paragraph 1 will automatically be credited without the customer having to notify the Company. In the event a customer who is due a credit no longer has an account with the Company at the time the Company determines a credit is due, the Company shall mail a check for the credit amount to the customer's last known address. Annually, any amounts held by the Company as a result of uncashed checks to former customers shall be donated to a charitable organization of the Company's choice and the recipient and amount reported to PSD and the Board.
- 3. Service guarantees that are not met as a result of weather-related delays, defined in Section III.8.k, will not be eligible for this program.

Section V. Service Quality Compensation

- 1. Failure to meet the standards in performance areas III.1, III.3., III.5.a-b, and III.7 shall result in the calculation of service quality compensation points.
- 2. Attachment A sets forth the performance measures for purposes of calculation of service quality compensation points. Points are assigned for areas subject to service quality compensation based on actual performance during the 12-month reporting period. Actual performance shall be compared to the performance measure. The deviation of the actual performance compared to the performance measure is expressed as a percent deviation from the performance measure. This percent deviation shall be expressed as points by multiplying the percent (as expressed as a decimal) by 100 so that each point equals one percent deviation from the baseline. No points are assigned if the Company achieves results equal to or below (i.e., better than) the performance measure. When the Company performs above (i.e., worse than) the performance measure, the applicable points are calculated for each performance measure and totaled. The total of these points is referred to as "service quality compensation points."
- 3. A dollar amount will be assigned to service quality compensation points as shown in

Attachment B. Service quality compensation dollars are assessed on a sliding scale up to a maximum one year total of \$1,980,000 which is equal to 300 service quality compensation points.

- 4. Service quality compensation points are divided into two categories. Forty percent, or 120 points, are allocated to the reliability measures (III.7.a-b). The remaining 180 points are allocated to the remaining measures for which points are assessed (III.1.a-d, III.3, and III.5.a-b).
- 5. A dollar amount is assigned to each service quality compensation point within a range in its category such that increasing service quality compensation points within the category result in higher service quality compensation dollars per point. The service quality compensation dollars are calculated incrementally, that is, the service quality compensation dollars are calculated first at the bottom tier for the applicable service quality compensation points (e.g., the first 25 reliability points are worth nothing per point; the first 25 points in all other categories are worth \$1,650 per point). The next range of points is multiplied by the next highest dollar amount (e.g., if there are a total of 80 points, 40 in reliability and 40 in other categories they would be calculated as follows: reliability points, the first 25 are worth nothing per point and the next 15 are worth \$4,950 per point; all other categories, the first 25 points are worth \$1,650 per point and the next 15 are worth \$3,300 per point) for total service quality compensation of \$105,000.
- 6. Service quality compensation dollars shall be paid to active customers by a one-time credit. The Company shall propose at the time of its quarterly filing in the month following the anniversary date of the Plan to which customers' service quality compensation points shall be paid. As far as practicable without incurring substantial administrative costs, service quality compensation dollars shall be returned to those active customers who were affected by the service deterioration. The Company shall also propose at the time of its filing in which service quality compensation is calculated the manner of communication to its customers concerning its service performance for the prior 12 month period.
- 7. The service quality compensation dollars due to customers shall be offset by any monies paid to customers through the service guarantees in Section IV.
- 8. The PSD shall file any objection to the service quality compensation calculation, proposed credit methodology and customer communication within 30 days after the Company files its proposal. If the Department files no objection within 30 days, the filing will be deemed accepted and approved. If PSD files a timely written objection, the Board will proceed to resolve the dispute.

9. If in any given year, the Company meets all baselines, and produces results 10 percent better than each of performance measures III.1.a, III.1.b, III.1.c and III.1.d. III.4.a, III.5.a, III.5.b, III.5.c, III.7.a and III.7.b requires, the Company may carry over a balance of -25 service quality compensation points that may be deducted from any points earned in the following year.