

BURLINGTON ELECTRIC DEPARTMENT
SERVICE QUALITY & RELIABILITY
PERFORMANCE, MONITORING & REPORTING PLAN

Section I: General Provisions

- A. The purpose of this plan is to establish performance standards, and performance monitoring and reporting for electric service provided by the Burlington Electric Department ("BED"). The plan shall be referred to throughout this document as the "Plan."
- B. The parties to the Plan are BED and the Vermont Department of Public Service ("DPS").
- C. Section II establishes the measurement and reporting protocols for the performance standards. Section III of the Plan establishes performance areas in which BED will monitor, report and be subject to minimum performance standards, and, except where otherwise specified, establishes minimum performance standards. Section IV of the Plan consists of customer service commitments and guarantees offered by BED pursuant to a PUC-approved tariff. Section V establishes the service quality compensation mechanism.
- D. The Plan shall remain in effect from the beginning of the first quarter following approval by the Vermont Public Utility Commission ("PUC") until modified by subsequent PUC 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 PUC for modification of measurements or performance levels at any time during the life of the Plan.
- E. Nothing in this Plan shall preclude the use of any 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.
- F. If changes in law or PUC rules require modifications to the standards contained in the Plan, the parties agree to negotiate such modifications as may be needed and submit any resulting modifications or disputes to the PUC for approval or resolution.
- G. In addition to the performance standards and measurements set forth in this document, BED will adhere to the following time frames for response to consumer and regulatory complaints.
 - 1. BED shall provide a substantive response to consumer complaints expressed directly to the company within 14 calendar days of receipt by any method of contact.
 - 2. BED shall provide a substantive response to consumer complaints from the DPS within 14 calendar days of receipt by any method of contact.
 - 3. If BED needs additional time to respond fully to a complaint from a consumer or from DPS, BED shall within the initial 14 calendar day period request specific additional time for response and shall provide a proposed resolution within the requested additional time.

Section II: Measurement and Reporting Protocol

- A. Monitoring periods shall be calendar quarters, with quarterly reports submitted to the PUC and DPS by the last day of the month following the end of each quarter, except for the standards in Paragraph III. E2, III.F and III. G, which shall be reported annually on a calendar year basis by January 31 of the following year.
- B. Performance results shall be reported quarterly to the PUC and DPS. The parties have jointly developed an electronic reporting format. Quarterly reports shall include monthly and quarterly data and annual averages. Achievement of minimum standards shall be determined on the basis of a twelve-month rolling average updated quarterly. A minimum performance standard shall be considered met if, in each quarter's reporting, the twelve-month rolling average met or exceeded the standard. Quarterly reports shall include a report of the number and value of credits given in the form of service guarantees, broken down by guarantee, and the number of times BED failed to meet each service guarantee included in the plan. The quarterly reports shall also include the number of times BED fulfilled each service commitment to ratepayers by service commitment.
- C. Notwithstanding Paragraph B, if quarterly performance fails to meet any standard by more than ten percent or if 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.
- D. Performance shall be evaluated and reported to one decimal place for all performance areas unless otherwise specified. Actual performance shall be rounded up when the second decimal place is more than 5. BED shall retain its data and 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. BED shall provide these reports upon request to the PUC and DPS.
- E. BED shall review with DPS any changes to BED's measurement protocol or to the internal reporting methods that are used to obtain the data measured prior to BED's implementation of such changes. If the DPS and BED are unable to agree on the changes requested, nothing in this Plan shall preclude DPS from seeking appropriate relief from the PUC. BED shall have an affirmative duty to report missing data or other events that could reasonably affect the quality of the data at the time BED becomes aware of such events. Any data related to the SQRP reported to DPS that reflects significantly altered measurement procedures or internal data acquisition methods that have not been agreed to between BED and DPS shall be subject to challenge and potential exclusion from results.
- F. BED may seek a waiver of any applicable performance standard from the PUC. A waiver may only be granted based on exceptional circumstances. The burden shall be upon BED to demonstrate that its level of preparedness and response was reasonable given the cause of the failure.

G. Definitions:

1. Disconnect/Reconnect: Electric power in a location must temporarily be disconnected and reconnected at the customer's request by the physical disconnection of the electric service cable, usually to ensure safety during work being completed at the location.
2. Energy Efficiency Utility ("EEU"): A utility designated by the PUC that delivers energy efficiency services to Vermonters throughout the EEU's service territory. BED is a PUC-designated EEU in Burlington.
3. Energy Efficiency Services: BED's delivery of PUC approved EEU programs to its customers, and other key stakeholders with whom BED works with to provide EEU services and programs, including technical assistance, incentives, general energy education, outreach and marketing.
4. Escalation: A complaint to the utility or to DPS in which, after investigation, the utility or DPS determines that the utility could and should reasonably have taken different action in the first instance prior to the filing of the complaint by the consumer and, therefore, that the consumer's complaint is justified. In the case of complaints to DPS, it shall be in the sole discretion of the Consumer Affairs & Public Information Division to classify such complaints, subject only to review by the Division Director. Upon request of BED staff at the time the complaint is investigated, DPS shall inform BED of a determination of an escalation. In addition, DPS shall provide quarterly complaint reports to BED.
5. Estimated Bill: A bill rendered without an actual meter read for that billing cycle.
6. Emergency Outage: An outage requiring immediate action resulting from severe weather, equipment failure or system disturbances caused by events outside the control of BED.
7. Grievance: A consumer complaint registered with the DPS's Consumer Affairs & Public Information Division in which one of the two following determinations is made: (1) following investigation, the DPS determines that there was nothing the company could or should have done differently before the consumer contacted DPS; or (2) DPS determines investigation is not appropriate or necessary and therefore no determination has been reached as to whether there was something BED could or should have done differently before the consumer contacted the DPS.
8. Initial/Final Read: Any customer requests to either establish or discontinue service at the meter.
9. New Line Extensions: New service installation following the requirements in PUC [Rule 5.600](#) in which one or more poles must be installed to carry a primary distribution circuit; and/or a primary underground distribution circuit must be

installed for the purposes of servicing new customer(s). New Line Extensions require a payment by the customer for "Contribution in Aid of Construction"

10. New Service: A primary circuit exists and/or only a transformer and/or a service connection (secondary cable) are needed and there is no customer payment.
11. Normal Business Hours: "Normal business hours" are 8 a.m. to 4.30 p.m. Monday through Friday excluding days on which legal holidays are observed and/or BED is closed to routine business operations.
12. Street Light New Installation: BED installs BED-owned street lighting. Per the BED Street Lighting Policy, LED fixtures are utilized for all new installations. BED also may install security/leased lighting at the request of the customer and upon approval of the City's Planning and Zoning office.
13. Street Light Maintenance: BED makes repairs to BED-owned street and security/leased lights. Per the BED Street Lighting Policy, LED fixtures are utilized for replacement of failed fixtures.
14. Temporary Service: A secondary service is installed for a customer-specified period of time. Primary conductors exist to the site.
15. Weather-related delays: These are the delays referred to in the "not ready" exclusions described in the work completion performance measure (Section III, Paragraph D) as defined by the Agreement between BED and International Brotherhood of Electrical Workers Local #300, effective through June 30, 2022, which stated:

Article 9.6 Inclement Weather

As a result of inclement weather increasing the risk of injury for those positions which involve working with energized electric lines the Department will apply this Inclement Weather Policy to the positions of Line Worker, 1st Class A; Working Crew Leader, Distribution; Aerial; Working Crew Leader, UG; UG Cable Locator; Cable Splicer; Ground Worker, UG; Engineering Technician; Electrician 1st Class A Technician; and Electrician 1st Class B Technician. Such policy will also apply to the position of Meter Technician but only at those times in which a Meter Technician is working on a transformer with Line Workers and the Policy is activated due to weather conditions. No other Bargaining Unit positions are subject to this Inclement Weather Policy.

- (a) When the outside temperature is at or below 0°F or at or above 90°F, measured without the wind chill factor or a heat indicator, the employees holding the above- stated positions will not be assigned to outdoor work involving energized electric lines.

1) When determining whether such employees will be assigned to outdoor work when the temperature is near 0°F, the appropriate supervisor will take into consideration the effect of the wind chill factor.

2) When determining whether such employees will be assigned to outdoor work when temperature is near 90°F, the appropriate supervisor will take into consideration the effect of the heat index. The temperature will be determined by the National Weather Service, at the Burlington International Airport. In addition, the Department will not assign said employees to perform outdoor work involving energized electric lines when periods of rain and/or snow create a safety risk as judged by the appropriate supervisor's discretion.

(b) Such employees who are unable to perform outside duties involving electricity because of the weather shall perform other duties, both inside and outside, related to their position and other tasks consistent with past practice. The appropriate supervisor shall first request for employees to volunteer for such tasks. In the event there are an insufficient number of volunteers, the appropriate supervisor may direct employees to perform such tasks as consistent with past practice.

(c) In the event of an emergency as judged by BED Management, this Policy will be suspended. In addition, when the City of Burlington hosts events which require electrical work, this Policy will be suspended on an as needed basis as determined by the Department to ensure work necessary for the event is performed. The Department, however, has established a policy requiring reasonable advance notice of such events and will make every effort to ensure the policy is adhered to by those sponsoring the events.

Section III: Performance Standards

A. Call answering performance measures: BED shall report call answer time and shall meet a standard of 75 percent of calls reaching a customer service representative in 20 seconds.

B. Billing performance measures:

1. Bills not rendered within seven (7) days of the monthly billing cycle: This standard tracks the percentage of bills not rendered within seven (7) days of the scheduled billing date. It shall be calculated as follows:

Number of bills not rendered within 7 days of the scheduled billing cycle
Total Number of bills schedule to be rendered in the monthly billing cycle

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.

Bills not rendered within 7 days of the scheduled billing cycle shall not exceed 0.1%.

2. Bills found inaccurate: The "bills" found inaccurate standard tracks the number of bills sent to consumers that are found to be inaccurate after mailing. This includes all bills that are determined to be inaccurate from both consumer complaints and those found to be inaccurate by the utility (after being sent to the customer). Inaccurate bills shall be measured by the number of miscellaneous corrections plus cancelled and re-billed accounts as recorded in the Customer Information System.

Number of bills determined to be inaccurate
Total number of bills rendered for the billing month

Exclusions: This standard does not include bills found to be inaccurate strictly as result of estimation, bills where the inaccuracy does not affect the calculation of the bill, or where the fault does not lie with the company (for example, mixed meters due to erroneous customer third-party install). Multiple bills for a customer that are caused by the same error shall be counted as one incident.

No more than 0.1% of total bills rendered in a month shall be determined to be inaccurate.

3. Payment posting complaints: Percentage of customers filing complaints ultimately classified as escalations to the Company or to DPS 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: $\leq 0.015\%$

Source of data: Data shall be obtained from BED's internal tracking system and from the DPS for complaints to the DPS.

C. Work completion performance measures:

1. Percent of customer requested work completed on or before promised delivery date: This standard tracks 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. This standard includes "initial/final reads" and "check readings" completed by the end of the promised day. Additionally, it includes the

following line work: line extensions, new service, disconnects/reconnects (not associated with non-payment), street light maintenance, street light new installations, and temporary service installation. When an event outside of BED's control occurs, including a weather-related delay, resulting in work not being completed as promised, BED 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; and weather-related delays. Renegotiated jobs will be reported as 'completed on or before' based on the new renegotiated date not the original date. Performance shall be calculated as follows:

$$\frac{\text{Number of jobs completed by BED staff on or before promised date}}{\text{Total number of jobs promised completed}}$$

Average performance in this area shall meet or exceed 95%.

2. Percent of customer requested EEU related work completed on or before promised delivery date: This standard tracks the percentage of on-site customer energy audits conducted by BED Energy services staff. When an event outside of BED's control occurs, including a weather-related delay, resulting in work not being completed as promised, BED will renegotiate the promised delivery date with the customer. Renegotiated jobs will be reported as 'completed on or before' based on the new renegotiated date not the original date. Performance shall be calculated as follows:

$$\frac{\text{Number of jobs completed by BED staff on or before promised date}}{\text{Total number of jobs promised completed}}$$

Average performance in this area shall meet or exceed 95%.

3. Average number of days after the missed delivery date: This "average # of days late" standard measures the average number of days that elapse between the original due date and the date of completion for any customer-requested work, including on-site energy audits by BED energy services staff, that is not completed on or before the date promised. Delay days shall be measured for all customer requested work listed in paragraph (1) and (2), above. Weather-related delays shall be excluded. Excluded from both the numerator and denominator of the measure will be work that:

- a. Was internally generated at BED's initiative.
- b. Is delayed at any customer's request or customer was not ready for work to be performed.

Performance shall be calculated as follows:

$$\frac{\text{Total number of delay days}}{\text{Total number of jobs not completed by the promised delivery date}}$$

Average performance in this area shall not exceed 5 days.

D. Customer satisfaction performance measures:

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

Performance measure: $\Rightarrow 80\%$ Deviation from the baseline for this measure shall be calculated dividing the number of points of deviation from the baseline by 20 rather than 80 in order to convert the measure to its inverse.

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

Source of data: The survey shall be conducted by an independent, third-party contractor performing a survey of a statistically reliable sample of BED's customers. The survey shall assess the general customer satisfaction in the following areas: reliability, service restoration, customer inquiry, meter reading and billing. Additionally, the survey will also assess residential and commercial customer satisfaction with BED's EEU services. The following customer service satisfaction metrics, based upon survey results, will be applied:

- METRIC 1: Residential Customer Service Satisfaction - Percentage of Residential Customers who contact the Burlington Electric Department EEU and are satisfied or very satisfied with EEU Customer Service will be greater than or equal to 80%.
- METRIC 2: Business Customer Service Satisfaction - Percentage of Business Customers who contact the Burlington Electric Department EEU and are satisfied or very satisfied with EEU Customer Service will be greater than or equal to 80%.

BED shall negotiate with the DPS the survey procedures, protocol and interpretation of results. Any unresolved dispute shall be submitted to the PUC for resolution. Results from the customer service satisfaction survey will be provided to DPS. The next survey shall be conducted in Fiscal Year 2022 (beginning 2022), and every 3 years thereafter.

2. a. Rate of Non- EEU program related complaints to DPS/Consumer Affairs: Percentage of customers who file complaints about BED's non-EEU services with DPS that are ultimately classified as escalations following investigation. Performance shall be calculated as follows:

$$\frac{\text{Number of escalations}}{\text{Total number of customers}}$$

Performance Measure: $\leq 0.07\%$

2. b. Rate of EEU program related complaints to DPS/Consumer Affairs.: Percentage of customers who file complaints about BED's EEU services that are ultimately classified as

escalations following investigation. BED's EEU Performance shall be calculated as follows:

$$\text{Performance Measure: } \leq 0.07\% = \frac{\text{Number of escalations}}{\text{Total number of customers}}$$

E. Worker safety performance measures:

1. Lost Time Incident Rate: The number of lost time cases experienced by BED in a calendar year multiplied by 200,000 and divided by the total hours worked by BED employees or:

$$\frac{\text{Number of lost time cases} \times 200,000}{\text{Total hours worked by BED employees}}$$

Lost time cases for purposes of this Plan are the total number of incidents that cause an injury that results in the employee missing *full* days of work beyond the day of the incident as a result of an injury sustained while performing work for BED.

BED's ultimate Lost Time Incident Rate will be less than or equal to 3.5.

2. Lost Time Severity Rate: The number of employee lost days experienced by BED in a calendar year multiplied by 200,000 and divided by the total hours worked by BED employees or:

$$\frac{\text{Number of employee lost days} \times 200,000}{\text{Total hours worked by BED employees}}$$

Lost time days is the total number of full workdays missed by employees due to a work-related injury or illness.

BED's ultimate Lost Time Severity Rate will be less than or equal to 71.

F. Reliability performance measures:

1. System average interruption frequency ("SAIFI"): This standard is defined in PUC Rule 4.901.

BED's baseline measure for SAIFI is 2.1. The standard is met as long as SAIFI does not exceed 2.1 in the calendar year.

2. Customer average interruption duration ("CAIDI"): This standard is defined in PUC Rule 4.901.

BED's baseline measure for CAIDI is 1.2. The standard is met as long as CAIDI does not exceed 1.2 in the calendar year.

3. **Worst-Performing Areas:** For each calendar year, BED shall identify the areas on its system where most outages occur, identify the factors underlying the performance of these areas, and institute economically feasible measures to improve the reliability of these areas. All areas which 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.
4. **Major Storms:** Calculation of 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 the following criteria:
 - Extensive damage to the utility infrastructure has occurred; and
 - More than 10% of BED's customers are out of service due to the storm or the storm's effects; and
 - At least 1% of the customers in the service territory are out of service for at least 24 hours.
5. **VELCO System:** BED shall not exclude from its calculation of SAIFI and CAIDI outages caused by the operation of VELCO's under voltage relays at East Avenue substation, Queen City substation or Essex substation, unless specific waiver has been granted for such exclusion.

Section IV: Service Guarantees and Commitments

- A. BED shall offer the following service guarantee and commitments to its customers:
 1. **Bills not rendered:** BED shall provide a credit of \$8.00 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), total credits shall be capped at \$8,000 per incident. The \$8,000 shall be divided equally among all affected customers.
 2. **Line Crew Appointments:** In the case of where an appointment for a line crew is made to do work at a customer premise, BED shall provide a credit of \$8.00 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, unless circumstances beyond BED's control or customer preference dictate otherwise.
 3. **EEU staff On-site Energy Audit Appointments:** In the case of where an appointment for a BED staff member to conduct an energy audit at a customer premise, BED shall provide a credit of \$8.00 if BED staff 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, unless circumstances beyond BED's control, or customer preference dictate otherwise.

4. Meter-related tasks: In the event BED is unable to perform customer-requested meter readings, meter accuracy verifications (not more than once per 12 months) and initial/final meter readings within 24 hours of such a request being made (time between the end of BED's normal business hours on Friday or the day before a holiday and the beginning of BED's next normal business hours shall not be counted against this limit) and the delay is not due to a Weather-related Delay (defined earlier) or preempted by a service outage, BED shall provide the customer a \$8.00 credit on their next normal electric bill.
5. Delay Days: BED shall provide a credit of \$8.00 to any customer whose line work is not completed within the indicated number of days of the promised delivery date assuming the customer has met his or her requirements and is ready. This includes:
 - a. Disconnects and Reconnects: (other than for failure to pay): BED shall make disconnects or reconnects within three (3) business days of a valid request.
 - b. Streetlight and outdoor light repairs: BED will repair within seven (7) business days of outage notification by the customer. Measurement shall begin when the Distribution area or Dispatch office of BED is first notified.
 - c. Streetlight installation: BED will complete new installations of less than three (3) streetlights within seven (7) business days of order or on the date promised, whichever is later. This guarantee shall apply to orders of less than three (3) streetlights and where the existing poles and electric service for the light fixtures already exist. Measurement begins when the Distribution area or Dispatch office of BED is first notified of the request.
 - d. New Service/Temporary Installation: BED shall install a service cable or service connection within (5) days of notification that all pole ownership agreements have been satisfied and approval from the City of Burlington's Electrical Inspector that all customer requirements have been met.
6. Notification of right-of-way clearing: Prior to any routine or planned right-of-way clearing, BED shall make every attempt to provide advance notice to affected landowners by either personal contact and/or public posting or advertising.
7. Notification of planned outages: BED shall make every attempt to give advance notice of the time and day of Planned outages affecting more than 200 customers by either personal contact and/or public posting or advertising.
8. Weather-related delays or work preempted by an emergency outage will extend the completion dates for the Service Commitments work. Weather-related delays are defined in Section II of this plan.

Section V. Service Quality Compensation

1. Failure to meet the standards in performance areas III. D. 1 & 2 and III. F. 1 & 2, shall result in the calculation of service quality points. For reporting purposes, III. D. 2 a. and 2 b. should be reported separately on the quarterly report form. For the purpose of service quality compensation, III. D. 2 a. and 2 b. can be added together with the total value included in the service quality compensation calculation.
2. Attachment A sets forth which performance measures are subject to 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 BED achieves results equal to or better than the performance measure. When BED performs 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 0.1% of BED's annual revenues for the 12-month reporting period. The actual amount at risk shall be calculated each year and reported as a part of reporting described in Paragraph V.6 below.
4. Service quality compensation points are divided into two categories. Sixty percent, or 90 points, are allocated equally to the reliability measures (III. F. 1 & 2). The remaining 60 points are allocated equally to the remaining measures for which points are assessed (III. D. 1 & 2).
5. A dollar amount is assigned to each service quality compensation point within a range in its category. The service quality compensation dollars are calculated incrementally, that is service quality compensation dollars are calculated first at the bottom tier for the applicable service quality compensation points. The next range of points is multiplied by the next highest dollar amount. The first 20 points in the reliability category are worth nothing per point.
6. Service quality compensation dollars shall be paid to active customers by a one-time credit unless the amount is so small as to be administratively inefficient or burdensome. BED 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. BED 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 DPS shall file any objection to the service quality compensation calculation and manner of customer communication within 30 days after the Burlington Electric Department files its proposal. If the Department files no objection within 30 days, and the PUC takes no action within 60 days, the filing will be deemed accepted and approved. If the DPS files a timely objection, the PUC will proceed to resolve the dispute.

9. If in any year the Company meets all baselines and produces results 10 percent better than each of performance measures III. D. 1 & 2, III. F. 1 & 2 requires, BED may carry over a balance of -25 service quality compensation points that may be deducted from any points earned in the following year.