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December 17, 2019

Via Hand-Delivery and Electronic Mail

Debra A. Howland, Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, New Hampshire 03301-2429

NHPUC 17DEC'19AM9:08

Re: Docket No. DRM 19-156; Puc 1200 Rulemaking

Dear Ms. Howland:

On behalf of Liberty Utilities, I write to clarify the letter filed on November 20, 2019. The example given on page two regarding the customer's "ability to pay," Puc 1203.07(c)(6), did not describe a specific Liberty customer as stated in the letter, but described the type of scenario the Company has seen that supports Liberty's request to replace "ability to pay" with "financial hardship," as explained in the November 20 letter.

However, below are four examples that do involve specific Liberty customers¹ and that support the Company's position that requiring consideration of an "ability to pay" (often expressed as an inability to pay) are difficult to verify and are sometimes not accurate. Therefore, "ability to pay" should be replaced with the defined and verifiable metric of "financial hardship."

- Customer #1 paid \$180 per month toward a large balance, indicating an inability to pay more. Within six months of Liberty commencing collection activity, Customer #1 paid the \$24,000 balance in full.
- Customer #2 had a balance of \$13,500 and occasionally paid \$300 per month. Shortly after Liberty's filing, Customer #2 agreed to a payment arrangement of \$1,200 per month plus the current bill, which Customer #2 has kept for more than a year. Customer #2 stated to Liberty employees on more than one occasion that Customer #2 missed utility payments in order to pay for repairs to a boat and a luxury brand car.

¹ These examples arose after the Company filed claims to collect large balances.

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- Customer #3 paid \$25 per week based in part on the claimed “ability to pay.” Within a month of Liberty filing the collection claim, Customer #3’s balance of \$12,000 balance was settled for a single payment of \$10,000.
- Customer #4 paid \$50 per month toward a \$12,000 balance, claiming an inability to pay more. Shortly after Liberty’s filing, Customer #4 paid the entire balance and has remained current ever since.

Thank you for considering Liberty’s comments.

Sincerely,

A handwritten signature in dark ink, appearing to read "M. Sheehan", written in a cursive style.

Michael J. Sheehan

cc: Service List