

THE Clear River Electric and Water District – Electric Department  
ARREARAGE MANAGEMENT PROGRAM PROVISION

In accordance with R.I. General Law § 39-2-1 (d) (2), commencing on September 1, 2016, the District shall implement an Arrearage Management Program (“AMP”) pursuant to this tariff provision.

**1. PROGRAM ELIGIBILITY**

In order to be considered eligible for enrollment in the AMP, a customer who has been terminated from electric service or is recognized, pursuant to a rule or decision by the Division of Public Utilities and Carriers, as being scheduled for actual shut-off of service on a specific date, shall meet all the following criteria:

- The applicant must be the customer of record, although the customer of record may authorize someone else to communicate with the District to help enroll the customer of record in the AMP;
- The applicant must be eligible for the Federal Low-Income Home Energy Assistance Program (“LIHEAP”);
- The customer’s account must have a minimum balance of \$300.00 that is more than 60 days past due;
- If service to the account has been terminated, the customer must make an initial payment of 25% of the total unpaid balance (current and past due), unless otherwise directed by the Public Utilities Commission (“PUC”) as a result of an emergency regulation;
- The customer must agree to a payment plan, as further described in Section 3;
- The customer must agree to remain current with payments. “Remaining current” means that the customer:
  - (a) misses no more than two (2) payments in the 12-month term of the payment plan; and
  - (b) pays the amount due under the payment plan in full by the conclusion of the payment plan’s 12-month term;
- The customer must agree to participate in the District’s Energy Efficiency Programs and will be provided with a free Energy Audit through the Clear River Electric and Water District’s Demand Side Management Program to identify ways to reduce electricity consumption and associated cost; and
- The customer must apply for other available energy assistance programs, such as fuel assistance and weatherization. The District will cross reference the customer’s records for LIHEAP Funds and will work with the customer and the Community Action Partnership (CAP) Agency regarding eligibility for fuel assistance and the Weatherization Assistance Program.

THE Clear River Electric and Water District – Electric Department  
ARREARAGE MANAGEMENT PROGRAM PROVISION

**2. ENROLLMENT**

To participate, the customer must affirmatively apply to participate in the AMP.

The District shall administer the AMP enrollment process in compliance with the eligibility qualifications outlined in Section 1. By applying to participate in the AMP, the customer agrees to comply with the terms of the AMP, including the customer's specific payment plan. After a customer has applied to the AMP, the District shall determine whether the customer has met all of the AMP eligibility criteria set forth in Section 1, based on the District's records. The District will coordinate with the Community Action Program ("CAP") agencies to validate customer's eligibility when appropriate.

**3. PAYMENT PLAN**

AMP participants shall enroll in a 12-month payment plan, paid in equal monthly payment installments that will cover new charges based upon their current estimated annual usage ("Payment Plan").

The current components of the Payment Plan shall be based on the customer's average monthly usage for the previous year less the customer's actual or anticipated fuel assistance commitments, and shall be converted to a fixed monthly payment.

**4. ARREARS FORGIVENESS**

AMP participants will be eligible for forgiveness of their account balance that is past due at the time of the first bill under their Payment Plan, up to annual maximum of \$1,500. With each payment under the Payment Plan, a portion of the participant's outstanding past due account balance as described above is forgiven in an amount equal to the total past due account balance or \$1,500, whichever is less, divided by 12; provided, however, that the annual arrearage forgiveness amount shall not exceed \$1,500.

If an AMP participant's past due balance at the time their Payment Plan takes effect exceeds \$1,500, the AMP participant may request an extension of the Payment Plan to accommodate the additional account balance in excess of \$1,500. To be eligible for an extension, the AMP participant must be current with their Payment Plan at the conclusion of the initial 12-month term. Such AMP participant's Payment Plans will be extended upon the AMP participant's timely request for extension.

**5. PAYMENT PLAN REVIEW**

Customers applying to participate in the AMP will be advised that the amount of their required monthly payments under their Payment Plan may change over the lifetime of the Payment Plan.

THE Clear River Electric and Water District – Electric Department  
ARREARAGE MANAGEMENT PROGRAM PROVISION

The District shall review the Payment Plans of active AMP participants every three months and may adjust the installments based on the following:

- A fuel assistance commitment is made subsequent to enrollment;
- There is a change in fuel assistance, such as a change in the amount, from what was understood at enrollment;
- The customer moves to a new address with a different average monthly usage for the previous year;
- Actual usage patterns differ from what was estimated as annual usage at enrollment; or
- There is significant change in the District's rates from what was anticipated at the enrollment.

**6. DEFAULT**

The District shall consider the AMP participant's billing account in default if either of the following occurs:

- The AMP participant misses more than two (2) payments in the 12-month Payment Plan term; or
- If the amount due under the Payment Plan is not paid in full by the conclusion of the 12-month Payment Plan term.

Upon default, the District shall terminate the AMP participant from the AMP and the customer's unpaid balance will be due and payable in full. However, any arrearage forgiven under the AMP prior to termination of the participation in the AMP will remain forgiven.

Customers shall have the option to opt out of continued participation in the AMP at any time, with the understanding that any unpaid balance will be due and payable in full. Customers who voluntarily opt out of the AMP will receive the same treatment as those customers who default on their Payment Plans under the AMP, as set forth in Section 10 (Subsequent Eligibility).

**7. TERMINATION**

In addition to termination upon default, a customer's participation in the AMP shall terminate if the AMP participant moves outside of the District's service territory.

If a customer is terminated from AMP participation, the customer's unpaid balance will be due and payable in full. However, any arrearage forgiven under the AMP prior to termination of participation in the AMP will remain forgiven.

**8. COLLECTIONS ACTIVITY**

AMP participant shall not be subject to the District's normal collections activities while actively participating in the AMP and the accrual of interest will be suspended. The District shall

THE Clear River Electric and Water District – Electric Department  
ARREARAGE MANAGEMENT PROGRAM PROVISION

resume normal collections activities if the AMP participant defaults while participating in the AMP or terminates the AMP and the accrual of interest will resume.

**9. AMP BILLING AND ACTIVE PLAN NOTICING**

The District shall remove the amount of an AMP participant’s arrears balance up to \$1,500 from the “current amount due” field on certain views of AMP participant accounts in the District’s billing system. However, the arrears balance up to \$1,500 shall remain on the customer’s bill.

Customers who are enrolled in the AMP will receive an AMP “Enrollment Letter” outlining the terms and conditions of their participation in the AMP.

Customers in danger of defaulting from the AMP will receive a default letter advising them of the need to make all required payments or risk default, termination from the AMP, and a return to the District’s normal collection activities.

**10. SUBSEQUENT ELIGIBILITY**

A customer is eligible for subsequent enrollment in the AMP provided two years have passed since either (a) the date of the customer’s successful completion of the AMP, or (b) the date on which the customer’s participant in the AMP was terminated as a result of default or because the customer voluntarily opted out of the AMP, so long as a CAP agency has provide a recommendation to allow eligibility notwithstanding the customer’s default or voluntary opt out of the AMP. The District shall review request for re-enrollment on a case-by-case basis to determine that the foregoing criteria are met.

**11. REPORTING METRICS**

The District shall report monthly as part of the PUC Docket No. 1725 Report and will evaluate the effectiveness of the AMP as follows:

**Clear River Electric and Water District  
AMP Participants**

Customer	Date Enrolled	Beginning Arrearage	Amount Forgiven to Date	Current Arrearage	Date Completed or Defaulted
Customer 1					
Customer 2					
Customer 3					
<b>Total</b>		<b>\$X,XXX.XX</b>	<b>\$XXX.XX</b>	<b>\$X,XXX.XX</b>	

THE Clear River Electric and Water District – Electric Department  
ARREARAGE MANAGEMENT PROGRAM PROVISION

**12. COST RECOVERY**

The prices for Retail Delivery Services contained in all the rates of the District are subject to adjustment to reflect and Arrearage Management Adjustment Factor (“AMAF”) designed to recover incremental costs incurred associated with the AMP. Incremental costs include the amount of arrearage forgiven. The recovery of the arrearage amounts forgiven by the Company through the AMP is dependent on the following criteria:

- I. If a customer does not satisfy the conditions of R.I. Gen. Laws § 39-2-1 (d) (2), the amount of arrearage forgiven by the District to that point shall remain forgiven and be written off by the District. However, the amount of arrearage forgiven by the District is recoverable in full.
- II. If a customer does satisfy the condition of R.I. Gen. Laws § 39-2-1 (d) (2), all arrearage amounts forgiven will be treated as bad debt. At the end of each calendar year, the District will perform a test to determine if the amount of bad debt for the year exceeds the adjusted allowable bad debt from the District’s most recent general rate case. This adjusted allowable bad debt will be calculated using the distribution uncollectible amount determined in the last general rate case, updated for the current calendar year Standard Offer Service, Transmission, and Transition charges. Should the actual bad debt amount incurred by the District for the year exceed this adjusted allowable bad debt amount, the District will be entitled to recover, in the following year, all amounts of arrearage forgiven under R.I. Gen. Laws § 39-2-1 (d) (2) (xiv) in prior year in excess of the allowable bad debt. If, however, the amount of the arrearage forgiven under § 39-2-1 (d) (2)(xiv) in excess of the adjusted allowable bad debt for a given year is not significant enough to calculate an annual reconciling factor for that year, the District may reflect such amount in its next Revenue Decoupling Mechanism reconciliation filing.

The AMAF shall be a uniform per kilowatt-hour factor based on the estimated kilowatt-hours to be delivered by the District to its retail delivery customers over a 12-month period. For billing purposes, the AMAF will be included with the distribution kilowatt-hour charge on the customer’s bills. Should any balance remain outstanding subsequent to the recovery of cost associated with the AMP as described above, the District shall reflect this balance as an adjustment in the subsequent period.

**13. ADJUSTMENT TO RATES**

Adjustments to rates pursuant to the Arrears Management Program Provision are subject to review and approval by the PUC. Modifications to the factor contained in this Provision shall be made in accordance with a notice filed with the PUC pursuant to R.I. Gen. Laws § 39-3-11 (a) setting

THE Clear River Electric and Water District – Electric Department  
ARREARAGE MANAGEMENT PROGRAM PROVISION

forth the amount(s) of the revised factor(s) and the amount(s) of the increase(s) or decrease(s).  
The notice shall further specify the effective date of such charges.

Effective Date: August 9, 2018