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September 13, 2022

VIA ELECTRONIC MAIL AND HAND DELIVERY

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**Re: Docket No. 22-07-GE
The Narragansett Electric Company d/b/a Rhode Island Energy – Tariff Advice
Filing – Bill Credits for Electric and Gas Customers**

Dear Ms. Massaro:

Enclosed please find an original and nine copies of The Narragansett Electric Company d/b/a Rhode Island Energy's Reply Comments.

Thank you for your time and attention to this filing. Please contact me if you have any questions or need any further information.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Adam M. Ramos".

Adam M. Ramos

AMR:cw
Enclosure
63002715

cc: Service List for Dockets 22-07-GE and 22-08-GE

Docket No. 22-07-GE – The Narragansett Electric Company d/b/a Rhode Island Energy - Tariff Advice Filing – Bill Credits for Electric and Gas Customers

Docket No. 22-08-GE – The Narragansett Electric Company d/b/a Rhode Island Energy - Petition for Authority to Forgive Certain Arrearages for Low-Income and Protected Customers

Service list 8/19/2022

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STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

IN RE: THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY'S TARIFF ADVICE BILL CREDITS FOR ELECTRIC AND GAS CUSTOMERS	Docket No. 22-07-GE
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**THE NARRAGANSETT ELECTRIC COMPANY d/b/a RHODE ISLAND ENERGY'S
REPLY COMMENTS**

Petitioner The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”), by and through its undersigned attorneys, submits these Reply Comments to the Rhode Island Public Utilities Commission (the “Commission”) in response to: (i) The Attorney General of the State of Rhode Island’s (the “Attorney General”) Position Memorandum, submitted on September 7, 2022; (ii) the position letter submitted by the Division of Public Utilities and Carriers (the “Division) on September 7, 2022, as clarified by the Division’s September 12, 2022, letter of clarification; and (iii) questions contained in the email from Commission counsel, dated September 8, 2022.

I. The Company Prefers a One-Time Credit

The Company reiterates that it seeks to provide the bill credits agreed-upon with the Attorney General and proposed in this docket as expeditiously and efficiently as possible to benefit customers. Accordingly, the Company restates its preference to provide the bill credits as a single credit – as opposed to spreading the credits over multiple months. As mentioned in the Attorney General’s position memorandum, however, there are actions customers can take on their own that would spread the impact of the bill credit over multiple months.

II. Customers' Ability to Spread Credits Over Multiple Months

The Company had informal discussions with the Attorney General in which the Company indicated that a customer could take certain actions to spread the impact of the bill credit over multiple months. Doing so, however, would be a customer-driven process; it would not be a service that the Company would provide to, or manage for, a customer. To spread the impact of the bill credit, a customer would need to pay more than the "Amount Due" on their bill to retain a credit balance.

On the month that the Company provides the credit to the customer, the "Amount Due" on the bill would be equal to the charges for electric delivery service and supply service, plus any other charges (such as Gross Earnings Tax), minus the amount of the credit. Using the sample bill the Company provided as Attachment AG 1-1 in response to the Attorney General's first set of data requests in this docket, the "Amount Due" on that bill would be \$112.59.¹ For a customer to spread the impact of the \$63.72 credit over 6 months, the customer would have to pay the "Amount Due" plus an additional amount equal to the portion of the credit it wishes to retain going forward. The chart below illustrates the payments a customer would have to make to spread the credit evenly over six months, assuming that, in the absence of the credit, the customer would receive a \$100 bill each month:

¹ This results from changing the amount of the "General Credit" on page 2 from -\$10.62 to -\$63.72. Accordingly, the "Other Charges/Adjustments" amount on page one changes from -\$3.57 to -\$56.67, resulting in a "Current Charges" amount of \$112.59. This amount carries over to the "Amount Due" line because it assumes the "Previous Balance" amount has been fully paid before the bill issues.

Normal Bill Amount	Credit Amount/Credit Balance	Amount Due on Bill	Customer Payment Amount	Credit Remaining/Amount Customer Pays Over "Amount Due" on Bill
\$100.00	\$63.72	\$36.28	\$89.38	\$53.10
\$100.00	\$53.10	\$46.90	\$89.38	\$42.48
\$100.00	\$42.48	\$57.52	\$89.38	\$31.86
\$100.00	\$31.86	\$68.14	\$89.38	\$21.24
\$100.00	\$21.24	\$78.76	\$89.38	\$10.62
\$100.00	\$10.62	\$89.38	\$89.38	\$0.00

Many customers could pay more than the current amount due on their bills in the manner described above and spread the impact of the bill credit over multiple months by leaving a credit balance on their account. There are exceptions. First, any customer who is in the Arrearage Management Program or otherwise on a payment plan because of a previous unpaid balance (or otherwise has a previous unpaid balance) will not be able to spread the credit in this manner. For these customers, the credit will apply to the overall unpaid balance and will reduce the amount that must be paid to complete the payment plan. Second, customers who use autopay (“Directpay” or “Recurring Payment” plans) that are set to automatically pay the full amount due each month will not be able to spread the credit in this manner. For these customers, their payment amount will automatically decrease to the lower amount due, and the customer will use the full credit.²

For customers on the budget billing program, the credit will reduce the amount due for payment on their bills. Thus, if a customer has a set budgeted payment of \$100, the credit will reduce the amount due in the month the customer receives it to \$36.28. Budget billing customers can overpay the amount due to spread the impact of the credit over multiple months.

² The Company’s Recurring Payment program provides the option to make automatic payments of set amounts instead of the full balance. A customer could set the payment amount in the Recurring Payment program to overpay the amount due and spread the impact of the credit over multiple months.

III. Providing Information to Customers

The Attorney General's position memorandum included a request that the information about "options available to those receiving a credit, including" the credit-spreading process described above, "along with an explanation that the credit was the result of the Settlement Agreement" with the Attorney General be "both publicly available online and provided directly to the customers receiving credits." The Company agrees that providing as much information as is reasonably possible to customers about their options and how they can best use the benefits being provided to them is important. To that end, the Company is open to providing additional information on the website about these options. The Company cannot, however, provide all this information on a bill message and does not recommend a bill insert to be provided directly to customers.

The Company has technological limitations on the length of bill messages that preclude the Company from including all the requested information on a bill message. Bill inserts require advanced planning for production and delivery logistics. Bill inserts also have costs associated with development and delivery. Consequently, the time necessary to develop and deliver a bill insert could result in a delay in the delivery of the bill credit. Accordingly, the Company respectfully submits that (i) a bill message directing customers to the website containing information about the bill credits, and (ii) customer service representatives equipped with the information necessary to answer customers' questions about the bill credits, are sufficient steps to inform customers about the benefit they will be receiving.

IV. Timing for Delivery of Bill Credits

The Company does not have a preference for a specific month within which to issue these bill credits.³ The Company would, however, prefer to provide these bill credits in a different month from the months in which it provides: (i) the arrearage forgiveness addressed in Docket No. 22-08-GE, and (ii) any bill credits from Regional Greenhouse Gas Initiative (“RGGI”) funds provided to the Company, which the Commission currently is considering in Docket No. 22-02-EL as part of the Company’s Last Resort Service Procurement Plan. Providing the different customer benefits in different months will make the reasons for and source of each benefit clearer to customers. Additionally, doing so will provide customers with benefits over multiple months without creating some of the logistical and technical challenges that arise from splitting one of the benefits over multiple months.

Finally, the Company respectfully requests that the Commission include language in the order in this docket that describes the amounts to be credited as a “refund of amounts previously collected since the date of the transaction.” The Company requests this language to clarify when the amounts to be refunded were collected from customers to assist it in applying proper accounting.

³ The Company will require at least 30 days from the date of the order in this docket to implement the bill credits.

Respectfully submitted,

The Narragansett Electric Company d/b/a
Rhode Island Energy

By its Attorneys,

/s/ Adam M. Ramos

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Dated: September 13, 2022