

Culpepper, Elizabeth

From: Culpepper, Elizabeth
Sent: Tuesday, October 4, 2016 2:18 PM
To: Rich Stasica; 'Charlotte Mitchell'
Cc: Saillor, Scott (scott.saillor@psncuc.nc.gov); 'Duffley, Kimberly'; 'Jackson-Henry, Betty'
Subject: Docket Nos. ER-55, Sub 0 and ER-39, Sub 1

Rich and Charlotte:

This message concerns (1) the application to transfer the certificate of authority to resell electric service at Aspen Charlotte, which was filed with the North Carolina Utilities Commission in the above-referenced dockets, and (2) SimpleBills. The Public Staff believes it may simplify things to address these issues in an email to the two of you.

1. Both the Terms of Service and Privacy Policy on the SimpleBills website are not applicable to the provisions agreed to for North Carolina electric resale. The Public Staff believes the website should have a link within those two pages that identifies and directs North Carolina tenants to North Carolina-specific terms.

2. The possibility exists that landlords will file both lease agreements and the SimpleBills Lease Provision Pertaining to Utility Billing Service. In order to avoid conflicts, the Public Staff believes SimpleBills should add the following to the SimpleBills Lease Provision Pertaining to Utility Billing Service: "In the event of a conflict between this SimpleBills Lease Provision Pertaining to Utility Billing Service and any other provision in the lease, the terms of this SimpleBills Lease Provision Pertaining to Utility Billing Service control."

3. As to the information provided with the cover letter dated August 8, 2016, it is still not clear to the Public Staff from the response to Item 28(c) how SimpleBills will handle tenants without active accounts. It appears that language should be added to the SimpleBills Terms of Service-North Carolina and/or the SimpleBills Lease Provision Pertaining to Utility Billing Service in order to address this issue. We are uncertain from the response whether the plan is to treat it like a past due amount (i.e., SimpleBills forwards the amounts due for those tenants directly to the landlord for billing).

The SimpleBills Terms of Service-North Carolina contains: "12. Event of Default If Customer fails to make any payment by the Past Due Date, then Company will consider the invoice to be uncollectable, in "Default," and will forward the defaulted invoice(s) to Provider for collection of utility bill(s). If Customer fails to make any payment by the Past Due Date, then Company will consider the invoice to be uncollectable, in "Default," and will forward the defaulted invoice(s) to Provider for collection of utility bill(s)."

The first paragraph of the SimpleBills Lease Provision Pertaining to Utility Billing Service provides: "Tenant shall be responsible for keeping his or her account active with SimpleBills during the lease term and until the final bill from SimpleBills is provided to Tenant."

Perhaps, "12. Event of Default" in the SimpleBills Terms of Service-North Carolina should be revised as follows (new text is in **bold with yellow highlighting**): "12. Events of Default If Customer fails to make any payment by the Past Due Date **or fails to maintain an active account with Company**, then Company will consider the invoice to be uncollectable, in "Default," and will forward the defaulted invoice(s) to Provider for collection of utility bill(s)."

4. In sentence 8, section 6 of the lease agreement, the language has reverted back to "electric services will be sub-metered" which was addressed in my letter dated January 20, 2016. This revision should again be made to the lease agreement.

5. A revised lease agreement, SimpleBills Lease Provision Pertaining to Utility Billing Service, and SimpleBills Terms of Service-North Carolina, which address these issues, should be filed in the dockets. Also, the changes to SimpleBills website described above should be made.

Please do not hesitate to contact me if there are any questions.

Thanks.

Beth

Elizabeth D. Culpepper
Staff Attorney
Public Staff – North Carolina Utilities Commission
4326 Mail Service Center
Raleigh, North Carolina 27699-4300
E-mail: elizabeth.culpepper@psncuc.nc.gov
Phone: (919) 733-6110
Facsimile: (919) 733-9565