

From: Goyette, David  
 Sent: Thursday, January 16, 2014 2:53 PM  
 To: clifford.ginn@unionatlanticelectricity.com  
 Cc: Quint, Janet; PUC - Executive.Director  
 Subject: DM 13-246 Union Atlantic Customer Contract, Cliff Ginn, 207-274-0001

Clifford,

Below are two issues an analyst in Consumer Affairs has raised with your residential customer contract. Please make appropriate modifications and email the revised contract to me. I will then forward the revised contract to the analyst in Consumer Affairs for a second review.

Note that the analyst called the number above and the number listed in your filing, 207-274-0001, and left voicemails with each number, but has not heard back from you. Do you have another number in the event we need to call you?

*David Goyette*

Utility Analyst III  
 New Hampshire Public Utilities Commission  
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 603.271.6326(voice)  
 603.271.3878(fax)

The two concerns in the terms are under Billing on the first page –

**#1)**

In the event Customer defaults on payment or other obligations under this Agreement by more than fifteen (15) days, Customer will be responsible for balances owed to UAE for generation service and UAE's actual out-of-pocket expenses incurred in enforcing its rights under this Agreement, including reasonable attorney fees, actual court costs, and a 1.5% charge for every 30 days that an amount is past due, reflecting UAE's cost of capital.

**How would the company do this if the customer is being billed by the default carrier? We would like to see at the beginning of this statement – If UAE bills the customer directly, .....**

**#2)**

If at any time Customer enters into a payment plan with the Utility while Customer has an outstanding balance owed to UAE, Customer must notify UAE within fifteen (15) days. Outstanding balances owed to UAE may not be accounted for by the Utility payment plan, may appear as a separate balance on Customer's bill, and will remain Customer's responsibility.

**We would like this to be removed. We feel it is not necessary due to the work the NH PUC is doing in Dockets with the default carriers and the suppliers in NH. Again if the suppliers are using the default carriers for billing, the payment arrangements should include the suppliers' charges.**