

Douglas Graham
11 Lakeview Drive
West Lebanon, NH 03784

March 18, 2013

Debra Howland
Executive Director
Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429



Dear Ms. Howland:

Regarding docket 13-048, I am writing in response to Liberty's filings of 2/25/2013 and 3/8/2013 and request that this letter to be added to the docket as well.

Three things need to be pointed out:

1. Ms. Knowlton of Liberty incorrectly implied in her filing that I at first agreed to a refund, then changed my mind. This makes me appear flaky and potentially raises questions about whether this matter had in fact been settled. The truth, which can actually be seen in Ms. Knowlton's own attachment E and could also be confirmed by Jan Quint of the PUC, is that I verbally agreed to receive a partial refund only with the *explicit* agreement that it was *NOT* considered a settlement of my claims in any way. I did not expect National Grid/Liberty to pay me under those conditions (who in their right mind would?) but *after* checking with Liberty Jan confirmed to me that no conditions were attached from Liberty's perspective. Of course, the check eventually arrives with new language indicating that the case would be "officially closed" and that Liberty would inform the PUC of that fact (again see the same Exhibit E from 2/25/2013). So, in actuality, it was Liberty that added conditions to the refund at the last minute (perhaps innocently due to an internal miscommunication). And, by the way, I have not cashed that check, to ensure none of my legal rights are compromised. So, despite Liberty's "evidence" of the check being written to me, I never agreed to settle this matter and I don't want the record to imply otherwise.
2. It seems that Liberty acknowledges and agrees that all elective contract work must be done at true cost. That seems like a major step in the right direction for consumers. Thank you. Since the PUC has apparently never dealt with this issue before, one wonders how many consumers are being gouged statewide, and how to both rectify and prevent that.
3. It must be pointed out that Liberty apparently has no records whatsoever proving the actual costs or labor hours involved! Liberty states that they provided the service at cost, but that doesn't count as evidence and they offer no documentation. Not one shred of proof. We still don't have any idea why it *supposedly* cost Liberty \$5,929.73 to remove one telephone pole. Based upon Amanda Noonan's email of 9/28/2012 (included in Exhibit C from the 2/25/2013

filing and amended on 3/8/2013), that information sounds like it was lost during the sale process from National Grid to Liberty, if it ever existed. So, Liberty is essentially saying "we agree the service must be done at true cost, and National Grid told us that it was, but we have no proof whatsoever so you have to trust us." Maybe I would consider doing so if I hadn't already caught Liberty overcharging me by \$600 for an unnecessary new transformer (as discussed in my initial complaint of 11/27/12). And maybe I would consider doing so if Liberty's total cost passed the laugh test. But almost \$6k to remove one telephone pole? Sorry, that doesn't pass any test.

Sincerely,



Douglas Graham