

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
Docket No. DE 18-148

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.
d/b/a LIBERTY UTILITIES

Complaint by Judith Thompson against Liberty Utilities

Liberty's Proposed Statement of Undisputed Facts

Liberty Utilities (Granite State Electric) Corp., through counsel, respectfully submits what Liberty believes to be undisputed facts in this matter, as directed by the Commission's November 30, 2018, secretarial letter.

1. As of May 2018, Ms. Thompson's bill was past due and Ms. Thompson was a medically protected account under Puc 1205.
2. On or about May 1, 2018, Ms. Hemeon submitted the Thompson case file to the PUC for a Medical Request to Disconnect Petition.
3. On or about May 9, 2018, the Company advised the PUC that there have been no phone calls or payments made on account.
4. On or about May 16, 2018, Ms. Hemeon advised the PUC that Ms. Thompson had not called and that Liberty received a payment on May 15 from the customer's Fuel Assistance benefit.
5. On or about May 23, 2018, Ms. Hemeon advised the PUC that there has been no contact with customer.
6. On or about June 13, 2018, Liberty advised the PUC that there has been no contact with customer, and that Liberty received a payment from Fuel Assistance on May 30.
7. On or about June 19, 2018, the PUC approved the Thompson account for disconnection.

8. On or about July 11, 2018, Ms. Thompson called Liberty, spoke with a customer service representative (CSR). Ms. Thompson asked if Liberty received her Certificate for Medical Protection and requested that a copy of the approval letter be sent to her.
9. On or about July 25, 2018, Madhu Gaddam called Liberty, spoke with a CSR, stating that he is the owner of the property and is being required by the court to put the electricity in his name. Liberty requested that he send a Purchase and Sales Agreement and a copy of the court order stating such.
10. On or about July 27, 2018, Ms. Thompson faxed to Liberty a copy of the Motion to Continue Electricity on Property, which had been approved by the court.
11. Also on July 27, Ms. O'Neil spoke with Barbara, Office Manager at Dr. Steven Nazhad's office regarding Ms. Thompson's Medical Emergency Certification form, which call was made with knowledge and approval from the PUC.
12. Also on July 27, Ms. Hemeon talked to Mr. Gaddam. He provided the Purchase and Sales Agreement and a copy of the court order. Liberty made Mr. Gaddam the account holder.
13. On or about August 15, 2018, Madhu Gaddam called, spoke with Ms. Hemeon, and forwarded a copy of the federal Magistrate's Order showing that electric services do not need to continue under the Landlord's name.
14. August 17, 2018, Ms. Thompson called Ms. Hemon to pay her "final bill's" current charges of \$9.43 via Bill Matrix. Ms. Hemeon advised Ms. Thompson that per the order the Landlord sent, Liberty needed to either put the electric services into her name or shut them off. Ms. Thompson agreed to put the services back in her name. Ms. Hemeon then advised that her services will be disconnected per the PUC's approval on/after August 29, 2018. Ms. Hemeon advised that a payment of \$2,697.90 (1/2 the past due balance) would be required to avoid disconnection. Ms. Thompson asked for another copy of her approved medical letter. Ms. Hemeon mailed the letter by certified mail, return receipt requested. (The mailing was refused and returned back to Liberty.) Ms. Thompson then asked for a phone call from the legal department; Ms. Hemeon forwarded the information to Karen-Anne Sinville, Legal Coordinator for New Hampshire.
15. On or about August 20, 2018, Liberty received correspondence from Ms. Thompson regarding her phone call with Ms. Hemeon on August 17 which stated that she did not believe she needed to pay the past due balance. Ms. Hemeon forwarded the information to Jessica Allen and Christine Downing, Senior Manager, Customer Care, for New Hampshire.

16. Also on August 20 Liberty received a fax from Ms. Thompson to President Susan Fleck's attention, outlining her complaint.
17. On or about August 23, 2018, Ms. Downing called Ms. Thompson from both phone lines, no answer and no voicemail.
18. During the week of August 20, Ms. Fleck attempted to call Ms. Thompson regarding her complaint, leaving a message. Ms. Thompson called back and left a voicemail, stating she would call back. Ms. Thompson never called back, no contact made with Ms. Fleck.
19. On August 27, 2018, Ms. Downing called Ms. Thompson from both phone lines, no answer and no voicemail.
20. On or about August 29, 2018, Ms. Hemeon drove to Ms. Thompson's address to attempt to make contact. Ms. Hemeon knocked, could hear someone inside, but the door was not answered. Ms. Hemeon left a letter taped to door with contact information for Ms. Allen and Ms. Downing.
21. On or about August 30, 2018, Ms. Hemeon called Dr. Nazard's office to confirm the validity of Medical Emergency Certification, and was informed that the Doctor was on vacation until September 4.
22. On September 4, Ms. Hemeon called Dr. Nazard's office; they stated he would not be back until September 5. Ms. Hemeon left a message.
23. On September 6, 2018, Ms. Allen mailed a package to Ms. Thompson via UPS next day air containing her bills and medical protection letter that she requested. Delivery was initially attempted on 9/7/18, but failed. Per UPS they attempted again on 9/10, 9/11, and 9/12. The package was returned to Liberty on 9/19/18.
24. On September 7, 2018, Ms. Hemeon called Dr. Nazard's and left another message.
25. On September 12, 2018 – Ms. Hemeon (at the request of PUC staff) drove to Salem and left a packet containing the letter, bills, account analysis, and confirmation of medical letter on Ms. Thompson's doorstep.
26. During the winters of 2015-16, 2016-17, and 2017-18, Ms. Thompson applied for and received Fuel Assistance Benefits, which were credited to her account for the periods November 1 through April 30 of the above years.
27. At all times relevant to this docket, Ms. Thompson's account carried a past due balance.

28. Ms. Thompson's past due balance was in the amounts reflected in the bills Liberty sent to Ms. Thompson.

29. A no time relevant to this docket did Ms. Thompson agree to a payment arrangement.

Respectfully submitted,
Liberty Utilities (Granite State Electric) Corp.
By its Attorney,



Date: February 12, 2019

By: _____
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Certificate of Service

I hereby certify that on February 12, 2019, a copy of this statement of facts has been electronically forwarded to the service list and sent by first class mail to Ms. Thompson.



By: _____
Michael J. Sheehan