



BERCHEM, MOSES & DEVLIN, P.C.

ATTORNEYS & COUNSELORS AT LAW

ROBERT L. BERCHEM
MARSHA BELMAN MOSES
MICHAEL P. DEVLIN†
STEPHEN W. STUDER*
RICHARD J. BUTURLA
FLOYD J. DUGAS
ROLAN JONI YOUNG SMITH
JACOB F. BRYNICZKA
IRA W. BLOOM
JONATHAN D. BERCHEM*
MICHELLE C. LAUBIN†
MARIO F. COFFOLA
WARREN L. HOLCOMB*
MARK J. KOVACK
BRYAN L. LeCLERC†
BRIAN A. LEMA
DOUGLAS E. LOMONTE
BRIAN W. SMITH

OF COUNSEL
JOHN W. HOGAN, JR.

75 BROAD STREET
MILFORD, CT 06460
TELEPHONE (203) 783-1200
FACSIMILE (203) 878-2235

27 IMPERIAL AVENUE
WESTPORT, CT 06880
TELEPHONE (203) 227-9545
FACSIMILE (203) 226-1641

PLEASE REPLY TO
MILFORD OFFICE
WWW.BMDLAW.COM

MICHAEL P. BURDO†
RICHARD C. BUTURLA
AMY CORBETT DION
JODIE L. DRISCOLL†~
RYAN P. DRISCOLL†~
CAROLYN MAZANEC DUGAS
ALICIAN A. FABISH*
GAIL I. KELLY†
MICHELLE DEVLIN LONG
JEFFREY P. MOGAN
MEGAN A. SMITH
JUSTIN STANKO
SHELBY L. WILSON

* ALSO ADMITTED IN CA
* ALSO ADMITTED IN MA
* ALSO ADMITTED IN NH/VT
~ ALSO ADMITTED IN NJ
† ALSO ADMITTED IN NY
* ALSO ADMITTED IN PA

November 1, 2011

Frank Augeri
Miriam Theroux
Public Utilities Regulatory Authority
Ten Franklin Square
New Britain, CT 06051

Re: Complaint regarding Public Power – Docket No. 11-10-06

Dear Mr. Augeri and Ms. Theroux:

After inquiring of CL&P, it is clear that Mr. Devlin was never charged \$0.21 per kwh by Public Power for the billing period January 29, 2009 to February 27, 2009; nor was he charged \$0.20 per kwh for the billing period April 29, 2009 to May 29, 2009. This information was provided to Public Power by ECInfo, its EDI vendor, and is incorrect.

CL&P does all of Public Power's customer billing. Jean Paul, a representative of CL&P, reviewed CL&P's billing records for Mr. Devlin's account and confirmed that Mr. Devlin was charged the "PPU rate" (a non-custom rate applicable to all Public Power accounts without a custom rate) from October 2008 to the end of service in May, 2011 (see attached screen shot). CL&P also provided Public Power with the actual charges for the "PPU rate" from CL&P's historic rate tables (see screen shot). These are rates which CL&P used to bill all of Public Power's non-custom rate customers, including Mr. Devlin. You can see that the PPU rate varied little during the period in question and that the highest rate was \$0.112 (from December 1, 2008 to January 31, 2009).

According to Ms. Paul, it is inconceivable that Mr. Devlin was charged the "anomolous" rates of \$0.21 and \$0.20 for the two billing periods in question. Mr. Devlin himself never complained about his billing rate in 2009; it was not until 2011 (two years later) that he

complained that his rate of \$0.0999 was no longer 95% or less of the CL&P standard offer. As the Authority is aware, Mr. Devlin was provided a full refund by Public Power equal to the difference between the "PPU rate" and 95 % of the CL&P standard offer from January 2011 until termination.

Similarly, Public Power obtained the rates charged to Roger Coddling and Rosemary Carzello from CL&P.

Mr. Coddling became a customer of Public Power on or about March 24, 2009. From March 24, 2009 to April 21, 2011 Mr. Coddling's rate was the non-custom "PPU rate" which, prior to January 1, 2011, was 95% or less than CL&P's standard offer. Again CL&P's records show that Mr. Coddling was never charged \$0.20 or \$0.21 per kwh (see attached). His rate between April 21, 2011 and June 22, 2011 was changed from \$0.0999 to \$0.099945 and after June 22, 2011 was reduced to \$0.085 (less than 95% of the CL&P standard offer). Mr. Coddling received a refund of \$60.62 for the period January to June, 2011.

Similarly, Ms. Carzello became a Public Power customer on or about March 6, 2008. According to CL&P, Public Power charged Ms. Carzello \$0.10998 from March 6, 2008 to November 1, 2008. Thereafter, she was charged the non-custom "PPU rate" until June 3, 2011 when she dropped Public Power. Her rate, prior to November 30, 2008, was 93.2% of the then standard CL&P offer. Between January 1, 2008 and February 1, 2009, her rate was 95% of the standard offer. Thereafter, her rate tracks that provided to Mr. Coddling. She received a refund of \$20.23 for the period January to June, 2011.

I am advised that there is no simple way for CL&P to look at every "custom" rate charged by Public Power in 2008 and 2009, nor to even know how many there were. Public Power's records indicate that in 2008 and 2009 it offered only one variable, residential rate. Most, if not all, Public Power variable rate, residential customers were on the so-called standard "PPU rate".

CL&P's records reflect that Public Power's standard "PPU rate" was (i) 95% or less than CL&P's standard offer each month from March, 2008 until January 1, 2011 and (ii) the Public Power "PPU rate" did not include a charge of \$0.20 or \$0.21 per kwh during the period in question.

Although unrelated to the foregoing discussion regarding rates, PURA also requested that Public Power provide proof of authorization by either letter of authorization (LOA) or third-party verification (TPV) for the enrollment of a number of customers. In correspondence dated August 29, 2011, PURA directed Public Power to submit the missing documentation or an explanation as to why the company does not have access to these records.

Public Power's records demonstrate the following:

<u>Customer Name</u>	<u>I.P. Address</u>
Paula Toi	69.120.93.44
Rohana Fernando	71.234.52.32
Lillian Degler	69.120.101.121
Donna Williams	76.211.178.122
Angel Smillie	71.234.52.41
Rosemarie Pendelton	72.192.27.38

<u>Customer Name</u>	<u>Verification Code:</u>
John McCloskey	649224
Patricia Griffin	30912979
Leone Mancinelli	154003808922
Enrico Nicolini	631379

There is no record the following individuals were ever customers of Public Power:

Name

Debbie Lester
Donna Lombardo
Lucia Chuo/Primed LLC
Helen Leonard
John McCloskey
Patricia Griffin
Fred Caporizzo
Paul Toi
Edith Pearce
Rohana Fernando
Lillian Degler

Unfortunately, Public Power was unable to locate the documentation authorizing enrollment of the following five (5) customers, none of whom are still customers of Public Power:

Frank Augeri and Miriam Theroux
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Customer Name

Eleanor Gianfortune
Eileen Marino
Frances Saffioti
Stella Witkavitch
Lucy Jarosko

Further, in response to a question regarding the November 12, 2010 complaint filed by Cynthia Benson, the independent entity that performed the TPV for Ms. Benson also performed the marketing and solicitation as well.

Please contact me to discuss this new information at your earliest opportunity.

Very truly yours,

Stephen W. Studer

SWS/ks
Attachments

c: R. Gries
R.L. Berchem, Esq.

CODDING – CARZELLO ANALYSIS

	<u>CL&P Rate</u>	<u>PPU rate</u>	<u>% of CL&P</u>
March, 2009	0.12217	0.1048	85.8%
April	0.12217	0.1048	85.8%
May	0.12217	0.1025	83.9%
June	0.12412	0.1025	82.6%
July	0.12412	0.1025	82.6%
August	0.12412	0.1025	82.6%
September	0.12412	0.1025	82.6%
October	0.12412	0.1025	82.6%
November	0.12412	0.1025	82.6%
December	0.12412	0.1025	82.6%
January, 2010	0.11051	0.0999	90.4%
February	0.11051	0.0999	90.4%
March	0.11051	0.0999	90.4%
April	0.11051	0.0999	90.4%
May	0.11051	0.0999	90.4%
June	0.11051	0.0999	90.4%
July	0.11051	0.0999	90.4%
August	0.11051	0.0999	90.4%
September	0.11051	0.0999	90.4%
October	0.11051	0.0999	90.4%
November	0.11051	0.0999	90.4%
December	0.11051	0.0999	90.4%

Name: DANIEL J DEVLIN

ID: [REDACTED] Phone: (860)643-[REDACTED] # of BAs: 1

Disposition End Contact

JAH: Contact History | Notes | DocImage

CSR/Call Status: Co:

General Billing Finance Orders Deposit Credit Communications Tools and Links

SA History - SA # 167861009, ACTIVE, STANDARD UTILITY

Address: [REDACTED] MANCHESTER CT 06040 Cycle: 19 - MONTHLY MR - 19TH WORK DAY Created By: KILSA11 Create Date: 05/28/2011
 Op Co: CL&P Modified By: =C2PROD Modified Date: 09/28/2011

Business Use: ELECTRIC DISTRIBUTION Include Voiced Sequences SA Maintenance

Seq Reason	Seq	Start Date	End Date	BA#	Status	Primary Customer	Business Use	Svc Plan	Revenue Class	Svc Balance
Supplier Ma...										
Service Plan	101	10/28/2008	05/28/2011	51-088242078	ENDED	DEVLIN, DANIEL	ELECTRIC DIST...	1001.1 - RATE 1-DEL...	10 - RESIDENTI...	52.00
Supplier Ma...	100	07/29/2008	10/28/2008	51-088242078	ENDED	DEVLIN, DANIEL	ELECTRIC DIST...	1001.1 - RATE 1-DEL...	10 - RESIDENTI...	52.00
New	99	07/23/1986	07/29/2008	51-088242078	ENDED	DEVLIN, DANIEL	ELECTRIC DIST...	1001.1 - RATE 1-DEL...	10 - RESIDENTI...	52.00

Service Plans SA Attributes Tax History Factors

SA Billing Configurations

Business Use	Contract ?	Billing Configuration	Billing Configuration Option
ELECTRIC DISTRIBUTION	N	DELIVERY & COMPANY SUPPLY	CL&P COMPANY DELIVERY
ELECTRIC GENERATION	N	DELIVERY & COMPANY SUPPLY	CL&P COMPANY DELIVERY

Service Plan Details

Service Plan	Start Date	End Date	Aggregation Pool	Supplier Acct #	Aggregator Code	Supplier Rate	Pricing Option	Price	SA Seq. #
PUB PW UTL/CL&P/SP PRICE	10/28/2008	05/28/2011	CP PUBLIC POWER & UTILITY	330312828		PPU	0000001	0.099900	101
PUB PW UTL/CL&P/SA PRICE	07/29/2008	10/28/2008	CP PUBLIC POWER & UTILITY	330312828		CUS	CUSTOM	0.109980	100

Done

From: pauljb@nu.com [mailto:pauljb@nu.com]
Sent: Monday, October 17, 2011 2:40 PM
To: Steve Studer
Subject: RE: Screen Shot

Steve,

Below are the prices for the non custom price plan PPU had us bill on their behalf. As you can see, it hasn't been changed since 1/1/10.

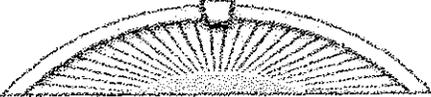
The headings on Start Date, End Date and Price

POBF_EFTV_DT	POBF_END_DT	POBF_VAL
2008-10-28	2008-11-30	0.10998
2008-10-28	2008-11-30	0.10998
2008-12-01	2009-01-31	0.112
2008-12-01	2009-01-31	0.112
2009-02-01	2009-04-30	0.1048
2009-02-01	2009-04-30	0.1048
2009-05-01	2009-12-31	0.1025
2009-05-01	2009-12-31	0.1025
2010-01-01		0.0999
2010-01-01		0.0999

Let me know if you need further clarification.

Jean

Jean B Paul
Supplier Relations
Internal Phone # 607-6642
External Phone #860-607-6642
FAX # 860-607-6163



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75 BROAD STREET
MILFORD, CT 06460
TELEPHONE (203) 783-1200
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MICHAEL P. BURDO†
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MARIO F. COPPOLA
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* ALSO ADMITTED IN CALIFORNIA
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* ALSO ADMITTED IN NEW JERSEY
† ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN PENNSYLVANIA

September 26, 2011

Kimberley J. Santopietro
Executive Secretary
Department of Energy and Environmental Protection
Public Utilities Regulatory Authority
Ten Franklin Square
New Britain, CT 06051

UNDOCKETED CORRESPONDENCE
AND REGULAR MAIL

Re: Complaint regarding Public Power

Dear Ms. Santopietro:

Public Power, LLC ("Public Power" or the "Company") submits the following information in response to the July 25, 2011 request of The Public Utilities Regulatory Authority (PURA) for additional information.

15. *Public Power's initial enrollment form¹ guaranteed a "floating generation rate of 20% below either CL&P or UI" Identify the date upon which Public Power ceased using that enrollment form and began using the "5% discount guarantee" rate, in effect until on or around April 1, 2009. Separately, identify the date that the "5% guarantee" enrollment form was submitted to the Department pursuant to the terms of the Company's electric supplier license.*

As was previously stated, prior to September 22, 2009, Public Power was under different ownership and management. Public Power was unable to find any record of when the company stopped using the "20% below either CL&P or UI" enrollment form and began using the "5% discount guarantee" enrollment form. In fact, there is no indication in the Company's records that the "20% below either CL&P or UI" enrollment form was ever used. Similarly, the Company's records do not identify when, or if, a copy of the "5% discount guarantee" form may have been submitted to the PURA. That information, presumptively, would be in PURA's files. The response of the Company President, David Pearsall, to Question 4 in his April 6, 2009 letter to PURA indicates that he was unaware of

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Connecticut General Statutes §16-245 and Order No. 4 of the "Final Decision" in Docket 07-06-13. It is, therefore, possible that the information may not have been submitted to PURA.

At that time, Public Power operated out of a barn behind Mr. Pearsall's residence and had two employees, including Mr. Pearsall. Current management of the Company cannot speculate about, or alter, the past actions of prior management. It can, however, state unequivocally that since Mr. Gries has become CEO: (i) the resources available to the Company, and the level of sophistication and experience at the Company have increased dramatically; and (ii) that Public Power has made a good faith effort to improve its record retention, to provide PURA with timely information in accordance with Connecticut General Statutes § 16-245, the terms of the Final Decision and § 16-245-2 of the Regulations of Connecticut State Agencies, and to otherwise comply with applicable statutes, regulations and orders.

16. Is it Public Power's position that its proposed enrollment form filed on March 27, 2009, amounted to a withdrawal and cancellation of all contracts in effect up to that date? If so, provide any documentation that the Company notified the PURA that it was unilaterally changing terms (from the 5% guaranteed savings to a variable rate offering no savings guarantee) of any/all customer contracts then in effect, on or around April 1, 2009, and not just "new" enrollments going forward.

It is not Public Power's position that the March 27, 2009 enrollment form amounted to a withdrawal and cancellation of all contracts in effect prior to that date. Rather, it is Public Power's position that in April, 2009 Public Power modified its agreement with all of its customers to remove the 95% rate cap, and that it had the right to do so in accordance with the provisions of Paragraph 6.

17. Provide any documentation that Public Power notified the PURA that, concomitant with the April 1, 2009 pricing change, no notice of that change would be provided to affected, existing customers.

Public Power is unable to locate documentation of such notice being provided to PURA and does not know if such notice was sent or not. Presumptively, if such notice had been provided, PURA would have a copy in its files. See also in the response to Question 20, below.

18. In a filing dated April 6, 2009, in response to PURA questioning, the Company indicated that only one other "form" was used to enroll customers since its license was granted.⁵ Reconcile that statement with Public Power's statement in the July 20, 2011 Letter, that "company records do not indicate how many other customers prior to April 2009 might have provisions similar to Mr. Devlin's in their initial enrollment form....Public Power believes the number of such customer would be very small...." Specifically, rebut the presumption, based on the April 6, 2009 filing and the July 20, 2011 Letter, that the form used to enroll Mr. Devlin was the only such form Public Power was using for customers for some time prior to April 2009.

Current management cannot comment on the forms used prior to September, 2009; however, in practice, it appears that customers were enrolled using a combination of methods, i.e. written forms, internet and telephone.

19. *Approximately how many customers did Public Power serve on March 1, 2009; and May 1, 2009?*

Public Power served approximately 11,689 customers in Connecticut on March 1, 2009 and 19,664 customers in Connecticut on May 1, 2009.

20. *In the July 20, 2011 Letter, the Company stated that "it has no record regarding whether or not Mr. Devlin was sent specific notification that Public Power's variable electric rate was no longer capped at 95% of CL&P's standard generation rate." Can the Company provide any record that any of its customers received such notice (e.g., by e-mail, letter, phone call)? If so, describe those notification/outreach efforts, if any.*

Public Power was unable to locate records which indicate what, if any, measures were taken by Mr. Pearsall to notify its customers, including Mr. Devlin, of the change.

Public Power notes that Paragraph 6 of the enrollment form clearly and unambiguously sets forth its right "at any time" to "modify, reassign or withdraw this agreement" based upon adverse changes in market conditions. It is certainly understandable that experience and changes in the competitive, retail market place since the inception of the Company in 2007 in fact lead Mr. Pearsall to remove the 95% rate cap from Public Power's agreement with existing customers in April, 2009. Two other aspects of that agreement are also relevant: i.e. the enrollment form does not require Public Power to provide notice of modification to its customers and the agreement itself gives a residential customer the ability to cancel without penalty "at any time" and for any reason, including, but not limited to, dissatisfaction with the rate.

The foundation of any competitive market is the ability of two parties to freely enter into a contract. Public Power is unaware of any statute, regulation or decision of the PURA which restricts the right of the parties to freely negotiate a provision like that in Paragraph 6. The customer is clearly on notice, before signing the enrollment form, of the terms, including the fact that Public Power could "at any time", and without notice, modify, assign or cancel the agreement in the event of unfavorable changes in the market or in the applicable statutes and regulations.

21. *In the July 1, 2011 e-mail and the July 20, 2011 Letter, Public Power states or implies that Mr. Devlin's account could have been handled better, but that identified shortcomings occurred while the Company was under different management. Is it Public Power's position that its liability in such circumstances is limited owing to the change in management?*

Public Power is not aware of any such statement or implication in its responses dated July 1, 2011 and July 20, 2011. It is not the position of Public Power that its "liability in such circumstances is limited owing to the change in management". It is, however, Public Power's position that limited records from the period in question make it difficult for current management to explain or reconcile events better than it has.

22. *In the July 20, 2011 Letter, the Company states that it "... believes that it was free to unilaterally modify and withdraw the provisions of Mr. Devlin's enrollment form pursuant to the*

provisions of Paragraph 6; including, in particular, the provision stating that the monthly rate would not exceed 95% of the standard rate charged by CL&P." Paragraph 6 of the pre-April 2009 contract states, in part, that Public Power "may at any time, modify, reassign, or withdraw this agreement if there are adverse changes in the laws, rules or market conditions." If the Company now maintains that such adverse changes led to the April 2009 contract change, identify and elaborate upon each such adverse change.

See the response to Question 20, above.

23. When asked to explain the .210592 rate charged Mr. Devlin for the February 2009 billing period, during which time Public Power does not dispute that it had a contract to charge Mr. Devlin no more than 95% of CL&P's standard offer rate, the Company replied that "No records indicate why this rate was charged." If the rate charged Mr. Devlin or any other Public Power customer in February 2009 was not authorized by the Company, describe all efforts Public Power made to investigate the overcharge, and all efforts made to make customers whole for the overcharges.

Public Power became aware of the February, 2009 charge of .210592 as a result of its investigation of Mr. Devlin's complaint. Current management has not received any calls from customers and, likewise, a review of the Company's records indicates no complaints or inquiries regarding similar overcharges. As PURA is aware, Mr. Devlin was provided a refund. Public Power contacted its EDI integrated billing system provider for an explanation of the February 2009 charge and to determine if additional customers were similarly charged. To date, no explanation and no accurate records have been provided by the third party EDI provider.

24. Identify the number of Public Power customers who were overcharged in the February 2009 billing period and provide a proposed refund plan.

Based upon present information, Mr. Devlin is the only customer known to have been overcharged in February, 2009. If additional information is obtained from the third party EDI provider, Public Power will so advise PURA and, if that additional information indicates that other customers were overcharged, Public Power will propose a refund plan.

25. In the July 20, 2011 Letter, while acknowledging it charged Mr. Devlin a rate approximately 72% more than CL&P's standard offer in February 2009, when his Public Power contract guaranteed a rate not to exceed 95% of CL&P's rate, the Company asserts: "Public Power has not charged rates in excess of contract amounts." Reconcile the two statements.

The rate charged Mr. Devlin in February 2009 was inadvertent and anomalous. To the best of current management's knowledge, there is no billing code for a \$.21 rate and Public Power does not understand how such a rate was charged. Accordingly, Public Power has not knowingly charged rates in excess of contract amounts. Mistakes do occur; and, when discovered, will be (and in this case, were) rectified.

26. Is the Company aware of any other billing periods in which unauthorized rates (e.g., rates in excess of contracted 95% rates) were charged? If so, explain.

Public Power is not aware of any other billing periods in which rates in excess of 95% of the CL&P or UI standard offer were charged, other than those described in the July 20, 2011 correspondence to PURA.

27. Describe Public Power's record retention policy. Separately, identify the location at which the Company maintains:
- a) records of all customer complaints and inquiries, not limited to those forwarded by the PURA, but all complaints and inquiries whether received by phone, email, or letter; and
 - b) billing records.

Public Power currently maintains customer information in an electronic database and utilizes an EDI integrated billing system. Present practice is to preserve original hard copy of all customer contracts and documentation, while keeping an electronic version of the foregoing documentation, along with third-party verification (TPV) records. These records are conveniently attached to the customer's information within the database.

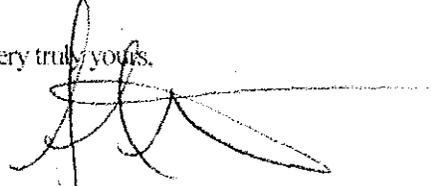
- a) Public Power maintains records of all customer complaints and inquiries at its corporate office location at:

39 Old Ridgebury Road, Suite 14
Danbury, CT 06810
- b) Public Power maintains all billing records through its EDI integrated billing system, provided by EC Infosystems, Inc.

As was previously stated, Public Power's variable rate was 95% or less than the CL&P standard offer until January, 2011 and it remains 95% or less than the UI standard offer. Although Public Power does not believe it is legally obligated to, it has agreed, as a matter of good customer relations, to provide refunds to any affected customer who asks for one.

In a letter dated August 2, 2011, PURA also asked Public Power to address the situation of Roger Coddling. Public Power's position with respect to Mr. Coddling's complaint is the same as with respect to Mr. Devlin. Mr. Coddling did, in fact, receive a rate 95%, or less, than the CL&P standard offer from his enrollment until January, 2011. He was given a complete refund for the difference: i.e. \$60.62. A third customer, Ms. Carzello, was also given a full refund of \$20.23. Since January 1, 2011, Public Power has given refunds to three Connecticut customers totaling \$115.95.

Very truly yours,


Stephen W. Studer, Esq.

SWS/ks