

From: AGO - CAP

Sent: Thursday, November 29, 2018 1:48 PM

To: [REDACTED] >

Subject: Public Records Request Response Re: Griffith Energy

Dear Ms. Chevalier,

Attached, please find records in response to your public records act request dated 11/28/2018.

Personal contact and personal identifiable information has been redacted pursuant to 1 VSA 317(c)(7). In addition, to the extent a Complaint Specialist is a student, their name has been redacted pursuant to the Family Educational Rights and Privacy Act (FERPA). If you feel information has been withheld in error, you may appeal directly to Deputy Attorney General Joshua Diamond.

Thank you,

Sarah Anders

Vermont Attorney General's Office
Consumer Assistance Program

[REDACTED]

Jari Chevalier [REDACTED] [REDACTED] [REDACTED]

To: Attorney General's Consumer Assistance Program
109 State Street Montpelier, VT 05609-1001
(802) 656-3183
FAX (802) 304-1014

11/5/18

Dear T.J. Donovan and Attorney General staff,

Thank you for your service. The cold weather is rapidly setting in and I must respectfully ask that you step in to help resolve the stressful troubles I am having in communications with Griffith Energy/Superior Plus Energy. I also seek your help in making acceptable delivery and payment arrangements for the coming season. (Please see my final page here.)

My grievances center around:

- **Capital practices** that, without saying this is what they're doing, turn the energy company into a lender, a bank. I am not an investor and, even if I were, I would have long ago divested from any fossil fuel holdings; I cannot, on principle, be involved in investing in fossil fuel companies or commodity futures.
- **Scrambled communications:** inconsistent, frustrating, and conflicting communications, incorrect billing statements, non-communication on important matters, failure to follow up or answer questions in a timely manner...
- **Sudden, late, outrageous changes. The company may be in violation of CP111. They have changed both rules and prices without fair warning** that would have enabled me, as the customer, a choice of alternative options for my heating needs for the Winter 2018/2019 season. And **they have harrassed me with incorrect bills.**

THE FACTS

I am a renter here since Fall of 2017.

My landlord, along with his parents, brother, and sister own numerous properties in Monkton, VT. These properties (18 combined residential accounts) are all served via the same Griffith Energy truck route.

Before I decided to rent this apartment, I was told that Griffith offers this family of properties a steep discount on propane.

The day I signed my first lease, in Fall 2017, the former tenant, still living in the apartment, was present to answer my questions about living here. In her presence, my landlord said that the house is super-insulated and has a very new highly efficient furnace and also a new on-demand hot water system, making **the place state-of-the-art efficient**. The former tenant said that her monthly heating bill, when placed on a budget plan with Griffith, spreading payments over all the months of the year, amounted to **\$50 a month to cover heat and hot water needs for this unit**.

Griffith/Superior Energy Plus has two free-standing 120 gallon propane tanks installed here for this small 1-bedroom apartment (2 rooms + bathroom). This is more storage than is needed here. The tanks are owned by Griffith and are tubed together and share one gauge. The tanks can be filled to a maximum of 80% capacity or approximately 190 gallons +/- several gallons, depending on weather conditions. **The gauge currently reads 38 - 39%, meaning there are about 93 gallons in the tanks as I write this.**

I opened an account with Griffith in October 2017. I was given a locked-in propane price of 1.53 per gallon by Jack Flood of Griffith's Port Henry office. That contract was set to cover deliveries up to 500 gallons. There was no enrollment fee.

I filled out a "Credit Application" for a budget payment of \$50 a month via automatic charge to my Visa card. I wanted to live a full year here to assess how much propane I actually needed in this apartment over the course of four seasons. I believed my contract to be an annual contract but the purchasing contract goes through April while the payment plan extended through October. The contract states *net 30 days*. **My bill was always auto-paid immediately via Visa.**

The owner/landlord asked that I set my account up for auto-deliveries to avoid, by any means, ever running out of fuel (because if the tanks should run dry, it's a big hassle involving repressurizing and his having to be here (he lives near Rutland). I did so.

Well, auto-delivery to top off the tanks occurs on a schedule of about once a month or six weeks during the cold season.

Since 10/5/17 I have had six (6) Griffith truck deliveries:

11/21/17 – 49.2 g
 12/15/17 - 47.1 g
 1/2/18 – 57.9 g
 2/1/18 – 63.4 g
 3/16/18 – 91.8 g
 5/17/18 – 19.4 g

Total of these "top-off" deliveries is 328.8 gallons.

There were already 156.1 gallons of propane sitting in the tanks when I moved in.

The difference between the 156.1 in the tanks when I moved in and the 93 in them now is roughly 63 gallons. This means **I have *burned* approximately 392 gallons since I moved in.**

392 gallons at 1.53 per gallon, totals \$599.76, just under \$600 worth of propane burned. To date, I have paid \$550. When the company puts through another \$50 charge for October 2018, as I have repeatedly requested that they do, I will be at \$600 paid for \$600 worth of propane used. \$50 a month did heat this place last year and I need to keep it very close to that rate this coming year.

LOOKING AHEAD

I have repeatedly urged Griffith to put through the \$50 monthly charge through for October. I have a very high credit score. I have always paid my bills on time. So while this is being worked out, I want to have paid Griffith for all the propane I have burned. I have not turned the propane heat system on yet this season even once.

All parties at Griffith tell me the company charges for propane delivered, not propane used. I'm told they will not move forward with me unless I pay them, \$191.89—*right now*—for last year, before moving ahead for the coming season. I live a highly principled life and I cannot abide by this demand *in principle*.

I will buy from Griffith the rest of the fuel in the tanks to burn in the weeks ahead but Griffith must wait on any delivery this Fall. I need for the company to deliver amounts of fuel less than filling those two large tanks—or else to take one tank out of here.

These tanks are too large for this place and so I cannot agree to buy full tanks or to keep topping off these large tanks. This gives Griffith capital resources with which to run their business or to speculate on futures but I'm not interested in providing that capital. They can borrow from a lender or investor, not from this customer.

I also need to pay the bill of \$191.89 in two installments.

This October, Griffith billed me a “settle up” amount of \$224.25, which was actually supposed to be 191.89 (I was overcharged for the May delivery, which was made expressly against my wishes). Although it has been verbally corrected not once, but several times by different Griffith staff, **the billing has still not been corrected to \$191.89. So that needs to happen.**

Although I believe it's the company's responsibility to proactively inform me, I diligently sought information from Jack Flood on pricing for this Fall/Winter season back in June. Jack told me during that conversation he didn't know yet but not to worry, **he said that if there would be a propane price increase at all for Winter of 2018/2019, it would be “insignificant.”** He also said that he would make sure the faulty May delivery was rebilled at \$1.53. Jack also said he'd let me know what the group pricing for Winter 2019 would be, just as soon as he found out. But he never got back to me, although I kept trying, repeatedly, to reach him. No one else from the office contacted me either.

Only by my continually pursuing the company through repeated attempts (using all caps in email subject lines, which is not my way) the quote was finally given: \$1.79 a gallon.

This is an increase of .26 per gallon—an 18% increase! This increase would add +/- \$85 to my heating cost this year if I were to burn propane equivalent to what I used last year. **Not insignificant!**

My lease period at this apartment runs through the end of April. However, I intend to live here for a number of years ahead. I need a respectful, reliable, streamlined working arrangement for **propane that meets but does not exceed either my propane needs or my patience for corporate dysfunction**, one and that is responsive and respectful.

The regional Griffith office tells me that our group pricing is NOT dependent upon the delivery schedule we are on but is based on Griffith having a bunch of related accounts all giving business to Griffith. **So I don't want to see any price hike for not topping off the tanks and buying more fuel than I need.**

Week after week, I receive urgent emails from the Superior Energy Plus corporate office telling me to lock in my pricing for the year. And these communications do not recognize or reflect my account as part of a group pricing scenario at all.

Further, **on November 1st** I received an email from the Griffith customer service manager, Amy Dailey, saying that Griffith has *just now* (right up against the cold season!) **changed their budget plan policy from an 11-month plan to an 8-month one!** This change would greatly increase my monthly bill amounts between now and May. (By the way, the Griffith website still presents an 11-month plan.) This is a hardship that should not be allowed, especially not right up against the cold season.

They are presenting me with a billing scenario for \$178 per month, after a payment of \$191.89. I keep receiving this bill that says I owe Griffith Energy \$402.29.

In plain English: NO!

An inordinate amount of my time and energy has been wasted this year as a Griffith customer. The list of emails and phone calls is off the charts. Frustrating, inconsistent, unresponsive communications: conflicting information from different people in different departments at different times and between corporate messages and messages from the local office. Calls and emails unanswered, repeated failures on Griffith's part to follow-up, and/or to correct things, or to get back to me. Days and weeks go by. Communications dead in the water—again. One department says they'll have another department call me—but they don't! Again and again on my to-do list: Griffith. How about I charge the company for all my time and trouble?

Delays, delays, delays. Then, when all other options evaporate, the company raises the price 18% from last year and changes their budget billing rules. Is this even legal? Please help.

Acceptable solution for 2018/2018 season:

First thing, please arrange for less than 18% increase! Even a 10% increase would be more than I expected.

I do not want Griffith to deliver any more propane to this apartment's tanks until mid-December. The tanker was just here this morning. The men were going to fill this apartments' tanks to capacity. I had them leave without putting any more propane in the tanks.

This is what I can do:

I authorize charges to my credit card as follows:

\$100 right now (\$50 for October and \$50 November)

\$91.89 in **early December**

At that point I will own the remaining propane in the tanks.

Permission to **deliver exactly 120 gallons in mid-December** (And I am still asking for the **AG to help in negotiating a less than 18% increase**, less than \$1.79 gallon)

I authorize additional charges to my credit card as follows:

\$100 in January

\$100 in February

Deliver 100 more gallons in early Feb

I authorize charges to my credit card

\$100 in March

In late February/early March I will assess propane usage and any additional need for delivery for the year.

I agree to settle up my bill for propane purchased in those two deliveries by the end of April.

Additionally, if I find I need more propane delivered than what I have estimated and stated here, I will make two calls requesting an increase the amount requested for delivery. I will call the regional office and **I have also taken the cell phone number of the delivery man** who drives this truck route to avoid the communication problems Griffith Energy has among its departments.

I plan to burn far less fuel in 2018/2019 than I did last year.

This has been a lot of work for me. I have documentation to verify all the points I've made in this letter. Contact information is on the following page. Thank you very much for your attention to this case and for your assistance in successfully resolving it.



Jari Chevalier

CONTACT INFORMATION:**Me:****Jari Chevalier** [REDACTED]
[REDACTED]**Griffith:****Customer Service Manager - Amy Dailey** adailey@superiorplusenergy.com**Salesperson for the Norris group. Jack Flood (sales) 518-764-2477 or 802-281-8268**jflood@griffithenergy.com**Main office for Plattsburg: 518-561-1020****Lisa Germaine** LGermaine@griffithenergy.com**Heather Rivers** hrivers@superiorplusenergy.com**Budget/finance office:****Bethany Bentivegna or Krista Caccamise. Transfer only. Must get to through Main Office.**

From: Jari Chevalier < >
Sent: Monday, November 12, 2018 3:32 PM
To: AGO - CAP
Subject: Re: Chevalier, Jari (Griffith Energy) CAP 2018-08603

Hi ,

Thank you. While I'm waiting to hear back from Griffith Energy, would you please send me a duplicate of what you sent them.

Thanks again,
Jari

On 11/8/18 1:32 PM, AGO - CAP wrote:

Re: Complaint 2018-08603

Dear Jari Chevalier:

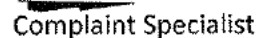
Thank you for contacting us with your complaint. Please provide copies a contract and a fee disclosure form. We have sent a copy to the business asking it to contact you within 7 days to resolve this problem. We have also asked the business to notify us of the action it takes. Your complaint and the business response will become part of our public record for six years. It is our experience that two of every three complaints are successfully resolved through this procedure.

In 14 days, please update us on the complaint status by using the Complaint Response Form located on our website. Please note, upon receipt of your update we may do one of the following:

1. If you indicate that your complaint was resolved, we will close the file accordingly.
2. If you indicate that the business has not contacted you, we will contact the business again on your behalf.
3. If you indicate that the business contacted you but your complaint remains unresolved, the action we take will depend in great part on the business response. If the response is unsatisfactory, we may pursue this matter further. If your complaint is not appropriate for further action on our part, we may refer you to small claims court or suggest that you consult a private attorney.

Thank you for bringing your complaint to our attention.

Sincerely,


Complaint Specialist

State of Vermont
Office of the Attorney General
Consumer Assistance Program
109 State Street

Montpelier, VT 05609-1001

Website: consumer.vermont.gov

Email: ago.cap@vermont.gov

Phone: (800) 649-2424

[REDACTED]

From: Office of the Vermont Attorney General <AGO.CAP@vermont.gov>
Sent: Friday, November 23, 2018 8:11 AM
To: AGO - CAP
Cc:
Subject: Update to complaint file number 2018-08603

An update has been submitted by the Consumer for consumer complaint, file number 2018-08603, filed by Jari Chevalier regarding a transaction with Griffith Energy. The business contact is: According to the update, this matter is Not yet resolved. The update states:

RE: Complaint 2018-08603

I have not received any communication from Griffith Energy since you wrote to me on November 8th asking me to update you 14 days later. We have passed 14th day.

I called your office after receiving your letter. I said that the business should be set to provide you with a copy of their contract (I do not have that as an electronic file, nor do I have a scanner or current access to a scanner). The Credit Application I sent them has sensitive personal and financial information and I cannot send that to you for your files. My contract with Griffith for last year expired. My complaint concerns the process I've been in with them to have an reasonable agreement for this year.

I would like you to send me the following, please:

- 1) acknowledgement of this update
- 2) a copy of the cover letter and any materials you sent Griffith, including the contact person you chose to send it to.
- 3) an other complaints against Griffith in your system
- 4) next steps

Thank you.

Sincerely,
Jari Chevalier

Any attachments included can be found here: Please note, any changes to contact information are below:

[REDACTED]

From: Office of the Vermont Attorney General <AGO.CAP@vermont.gov>
Sent: Wednesday, November 28, 2018 8:20 AM
To: AGO - CAP
Cc:
Subject: Update to complaint file number 2018-08603

An update has been submitted by the Consumer for consumer complaint, file number 2018-08603, filed by JARI CHEVALIER regarding a transaction with Griffith Energy - Superior Energy Plus. The business contact is: According to the update, this matter is Not yet resolved. The update states:

I have not received any communication from Griffith Energy.

My update today is to record that I have paid the business \$191.89, the amount last agreed upon as my outstanding balance in my phone conversation with Amy Daily, Customer Service Manager at Griffith Energy in Port Henry, New York on November 1st. She also said in that conversation that it was fine to pay the balance by the end of November. The balance was paid in full this morning, November 28th.

I have delayed the payment in hopes of our first resolving the issues of my complaints with respect to pricing, timely communications, reliability, and integrated communications across departments.

In my update to your website on November 23rd, I listed a few requests. Thank you for sending me (via postal mail) a copy of the letter you sent to Griffith Energy after receiving my initial complaint.

I also requested the complete record of other complaints about about Griffith Energy - Superior Plus Energy that exist in your database, and also a communication from you about next steps with regard to my case.

I look forward to hearing from you again and, towards greater clarity on next steps, I will give you a call this morning.

Thank you for your assistance.

Sincerely yours,

Jari Chevalier

Any attachments included can be found here: Please note, any changes to contact information are below:



The University of Vermont

CONSUMER ASSISTANCE PROGRAM

Consumer Assistance Program Complaint Response Form

Please complete the form below with any response or update to a consumer complaint already filed with our office. You may attach any additional documentation to this form, mail to the following address, or email to AGO.CAP@vermont.gov.

Mailing Address: Attorney General's Consumer Assistance Program 109 State St. Montpelier, VT 05609-1001

Scan to ago.cap@vermont.gov

PLEASE REVIEW YOUR RESPONSE. IF YOU WISH TO CHANGE ANYTHING, USE THE BACK TO RESPONSE FORM BUTTON.

Complaint Number

2018-08603

This update submitted by:

Business (respondent)

Your e-mail address:

adailey@superiorplusenergy.com

Complaint Status:

Unresolved

Consumer Full Name:

Jari Chevalier

Business Name:

Griffith Energy/Superior Plus Energy

Business Contact:

Amy Dailey - 518-561-1020

Response/update to complaint:

I am in receipt of the AG complaint filed by Jari Chevalier on 11/5/18. On 11/1/18, I had a 45+ minute conversation with Ms Chevalier, which followed conversations with 2 other Griffith Energy employees, in regards to her propane account. At that time, she told me she would be speaking with her landlord, as

she did not feel it was her responsibility to pay for propane in her tank that she had yet to use and was going to request he pay her for the what she felt was the difference. She sent me an email after our conversation thanking me for the conversation and letting me know she had just emailed her landlord, Mike Norris. She then offered a "potential fix" where we would remove one of the two tanks. I responded to her email and explained that removing storage would not eliminate the issue of her propane usage.

During our phone conversation I explained that customers must purchase the product to be put in their tanks and that as a company we can not loan customers fuel to use as they want and then rely on them to pay for product that has then been used. I also explained that budget pricing is based on a price per gallon and an estimated yearly usage. Ms Chevalier was insistent that we were forcing customers to pay for something they did not need. I explained that all fuels delivered by truck to customers were billed to the customer for the amount being put into the tank. I invited her to check with other fuel companies to ensure that everyone relied on the same practices to sell fuel. I also told her that in VT we closely followed the CP111 guidelines that govern propane delivery. I also explained that when she is done with her LP service at this location, she would be refunded for any gallons remaining in the tank as was the previous tenant.

Jari became a Griffith Energy customer on 10/2/17. She is a tenant at [REDACTED] Bristol, VT 05443. Currently there are 2-120 gallon tanks that service this apartment. The previous customer had 156.1 gallons remaining in the tank upon vacating the premise. This customer was correctly reimbursed for these gallons and then the gallons were then transferred to Ms Chevalier. At the time of setting up her account, Jari requested a \$50 per month budget based on what she thought would be consumption of 450 gallons per year. We complied with this request knowing that it could be adjusted at the time of a quarterly review. She requested to be put on automatic delivery, which she has stated is the directive of her landlord. We began automatic deliveries as requested in November. She received the following deliveries:

11/21/17 - 49.2

12/15/17 47.1

1/2/18 - 57.9

2/1/18 - 63.4

3/16/18 - 91.8

5/17/18 - 19.4

All deliveries brought her tanks to a full capacity of 80%.

In February, Ms Chevalier was contacted in regards to her budget payments. At that time, her \$50 per month payment was not keeping up with her current usage. Our budget department reached out to her and requested she raise her payment to \$70-\$75 per month and she refused. In June they reached out once again and requested that she increase her payments, and explained that by not increasing her budget amount she was going to have a large settle up amount, but again she refused.

Ms Chevalier was initially given a new customer offer of \$1.53 per gallon, which was good until 5/1/18. At that point, her price defaulted to our retail price of \$3.20 for a customer using less than 500 gallons per year. When she reached out to Jack Flood, my Commercial Salesman, he apologized for her not defaulting to a price that was indicative of a discount which he had offered for being a tenant of Mike Norris. He then offered to give her a locked-in rate of \$1.80 per gallon and agreed to waive the lock-in price of \$39.95 for her inconvenience.

Jari had made consistent monthly budget payments of \$50 from November 2017 to September 2018. She has refused to make a settle up payment which would then allow her to start a new budget at this years per gallon rate of \$1.79. Griffith Energy is still offering budget plans, and in the summer they made the decision to have all customers on the same budget cycle. All budgets will now start in June, July or August. Therefore, the budget we are working on for Ms

Chevalier, will have to have an August start date, therefore increasing the monthly amount and lessening the number of months left in the budget cycle.

Currently, the balance on her account is \$196.94. When speaking on the phone I believe I miscalculated and told Jari, \$191.89 and I am more than willing to honor the balance I quoted. We will also honor the \$1.79 price per gallon, as she agreed to with my salesperson, Jack Flood. She will need to return the locked-in contract to finalize this price. When Ms Chevalier submitted her complaint in regards to her price for this year, she is failing to mention that this is still at a significant discount compared to retail customers and that she was given an introductory rate for the first heating season. Her budget payment based on \$1.79 per gallon and 450 gallons of usage will be \$102.70 with payments being made on the 20th of the month from November 2018 to June 2019.

As I stated before, Jari had requested to be on automatic delivery. My driver attempted to deliver to her home on 11/7/18 and she refused the delivery. This now has her account on a delivery hold until all matters are resolved. Her request to be on a locked in rate and a budget do not allow us to make deliveries as she is requesting in this complaint. If she would like to be a will call customer, she would need to forfeit the deeply discounted lock in rate. As you know, we build our delivery routes based on efficiency thus allowing us to offer discounts to those with credit terms adhering to an automatic delivery schedule.

I have also explained to Ms Chevalier, that propane pricing is based on customer usage. Those using larger amounts paying less than those using smaller amounts.

Unfortunately, we can not accept the payment and delivery schedule as outlined in Ms Chevalier's complaint. As you can clearly see, she has an outstanding balance for last year's deliveries that needs to be paid to settle up her charges from last year. After payment for last years fuel is made, we will be happy to work with her to set her up on the new budget which is based on usage from last year (484.9 gallons). Her suggestion of payments of \$100 for Jan, Feb & March are not enough to cover the costs she will incur. Her usage indicates that her previous budget payment was not adequate to cover her bill, thus the reason for a settle up amount. We entrusted that Jari would pay the settle up amount when we conceded to allowing her to pay only \$50 per month even when we advised her to increase the budget payment in both February and June.

Griffith can only rely on the usage history of her account to establish a budget and deliveries. If Ms Chevalier would like to continue doing business with Griffith Energy, we would ask that the Attorney General reiterate to Jari that our business practices are fair and ethical and we are offering her a fair price for product and a reasonable budget plan. We would also ask you to request that she not call our delivery driver. We follow strict safety guidelines and drivers are not in a position to speak with customers.

Respectfully submitted,

Amy Dailey
Customer Service Center Manager
Plattsburgh/Port Henry NY

Address/contact information changes:

[Back to Response Form](#)

[Submit](#)

030614-Spatafora.txt

From: Pamela Spatafora < >
Sent: Wednesday, March 05, 2014 4:31 PM
To: consumer@uvm.edu
Subject: Propane price issue

Hello,

Myself and a few neighbors were given a recommendation by another neighbor to try a new propane dealer - Griffith Energy (Superior Plus Energy Services). We all met with the salesman and asked many questions. Their rate was anywhere from 40 - 67 cents cheaper than the companies we were already using. We were quoted \$1.99 per gallon and were told that this would be the price throughout the lock in period. No, we were ASSURED this would be the price through the lock in period. If we used up our gallons before the lock in period ended we could still get more, until May 1, 2014 (the end of the lock in period) at the lock in price of \$1.99. We were all told that if we signed up, that we should under buy the amount we thought we would use - the reason for this, we were told, was because if we overbought and didn't use all the gallons during the lock in period, we would be charged the difference of the lock in price and the current price for gallons we ordered, but didn't use. But if we underbought, then we could still get more if needed, for the \$1.99 price, until May 1.

As it turns out, we were all lied to. One customer used all her gallons by mid February and was told she would now have to pay the four something price it is now. The neighbor that had recommended this company emailed them to find out what was going on. She received a reply that the person that had told us this had no right to do this and had been fired. He was sorry that we had been lied to (his exact words), but he couldn't do much about it except try and get us a decent price. I have copies of our contract and the managers email. The contract states a lock-in price of \$1.99 and the lock in period would be September 1, 2014 through May 1, 2014.

We all feel that we were conned. None of us would have underestimated gallons if we had known we would have to pay a higher price - way sooner than we would have had to. We want them to honor their original agreement. Whether the salesman was wrong or

030614-Spatafora.txt

not, his employer should be responsible for what their salespeople do - someone else

must have seen these contracts when they were returned back in August and September! And he obviously knew the salesman lied to us, seeing as he was fired. The

company is Griffith Energy, 24 Dock Lane, PO Box 227, Port Henry, NY 12974-0227. Phone 518-546-3344.

Thank you for anything you can do for us. Our next step is to contact the Better Business Bureau and the Attorney General - and perhaps an attorney.

Sincerely,
Pamela and Frank Spatafora

Middlebury, VT 05753

2014-2197-030814c.txt

From: Pamela Spatafora < >
Sent: Saturday, March 08, 2014 2:41 PM
To: consumer@uvm.edu
Subject: propane

Hello,

I wrote to you a couple of days ago (about a con job we all got in our development regarding a fixed propane price) and I know it takes awhile, but I just wanted to let you know that we have a pretty distraught elderly homeowner in this development that is just beside herself with worry about what to do. I'm hoping we can get some kind of resolution, or recommendations about what to do soon. She has called me a dozen times and was in a panic today when she saw the propane truck coming - wondering what she should do. this is just not right! WE are going to be hard put to pay this huge bill (that we shouldn't have had), but this poor woman is on a fixed income and is in a real panic.

I'm sorry to be a pain in the butt, but I' a little worried about this woman. she has called Griffith Energy a number of times and they refuse to return her calls.

Sincerely,
Pam and Frank Spatafora

Complaint Response Form 2014-2197 c.txt

Sent: Tuesday, March 25, 2014 6:52 PM
To: consumer@uvm.edu
Subject: Complaint Response Form : 2014-2197 c

Below is the result of your feedback form. It was submitted by
([REDACTED]) on Tuesday, March 25, 2014 at 18:51:47

email: [REDACTED]

Complaint Number: 2014-2197

Responder: Consumer

Status: Unresolved

Name: Pamela Spatafora

Business Name: Griffith Energy

Contact: Joe Conley 518-572-9331

Update: Not sure whether to consider this resolved or not. Griffith contacted those of us that they had told would be receiving their propane at \$1.99 per gallon for the duration of the term (until May 2014), telling us that they would give us the propane at 75 cents over their cost on the day of deliveries - keeping in mind that this could go up or down a lot depending on their cost for the day (a cost we will never know). For the last deliveries we were told this would be \$2.1154, as opposed to the \$4.59 we had been billed. We all received a credit for the last months bill. While \$2.11 is far better than \$4.59 (and we ARE grateful for that), we are all still a little afraid what future bills will be - especially when he indicated it could go up alot. Of course, it could go down, but how will we know if we are getting charged fairly? AS you might imagine, we have absolutely no trust in this company anymore. And frankly, if the cost to them was only \$1.35 (\$2.11 - \$.75)back! k in early March, why were WE being charged \$4.59???? I realize businesses have to make a profit, but that right there is evidence of serious price gouging for the consumer. That's more than triple what it cost them! At this point none of us know what to do, other than just deal with it and move on from this company. We feel it still is not right that they do not have to live up to their end

of the agreement
however.

REMOTE_ADDR: 64.222.113.29

HTTP_USER_AGENT: Mozilla/5.0 (compatible; MSIE 10.0; Windows NT 6.2; Win64; x64; Trident/6.0)