

To Whom It May Concern:

We are contacting you in order to convey the impact that the events in connection with the September 13, 2018 Merrimack Valley gas explosions have had on our family which goes beyond the physical damage that our family incurred to our property. Our family has been through a lot in the past year dealing with the fallout of the initial explosion event and then the subsequent flooding incident that took place in our home as a result of not having heating.

From the outset on September 13th, the **event was very traumatic for our two-year-old son and Meghan** (Meg) when they were evacuated during the initial explosions. Meg and Aidan were pulled outside by a police officer and a neighbor – they were told it was unsafe, that our neighbor's place was on fire and they needed to leave, Meg had to put Aidan in the car while another neighbor, Cindy, (who was quite nervous at the time) watched him so she could go back inside quickly to grab a bag. Upon leaving our residence Meg and Aidan could see a house on High St surrounded by fire trucks. Meg tried to comfort Aidan by saying "look at all the fire fighters! Say 'thank you for helping the people'" meanwhile Meg was driving with tears rolling down her face because we were "the people." While all of this was happening, Brian was out of town on business and was left to worry about his pregnant wife and toddler son from hundreds of miles away.

That first night of the event was spent at Meg's sister's one-bedroom apartment in Quincy because she and Aidan were advised to only go south due to the traffic; they slept in her bed with her. The next two nights were spent at Brian's parent's place because we were not cleared to go home until Sunday. There was a lot of uncertainty, especially because we knew the Columbia Gas inspectors were on our road early Saturday morning we had fully anticipated being able to go home Saturday night. For a long time after the initial event, whenever I told Aidan "hurry, hurry" he would ask, "mama, are we safe?"

Before moving to temporary housing Meg showed signs of early labor and we needed to go to Brigham and Women's Hospital. Meg's doctor indicated the signs of early labor were likely due to the stress caused by the incident.

After the initial event our lives continued to be impact by Columba Gas. The company was slow to approve the install of our boiler, which then directly resulted in our pipes bursting. We submitted the initial request for approval of our boiler on 10/23/18 but our estimate was not approved until 11/3/19 and we did not receive funds for the down payment until 11/8/18. This was despite the fact that our daughter Emma was scheduled to be born via C-section on 10/30/19 and Meg had repeatedly asked for the situation to be resolved before giving birth so we could concentrate on our family as opposed to the logistics of coordinating with a gas company. Instead, we were forced to constantly check our email while in the hospital and schedule the install of the new boiler.

In the very late hours of 11/24/18 we received a call a member of our HOA informing us of the flooding in our house and saying that the fire department had broker in to our home to turn off our water, however we were given the impression that it resulted in only a small amount of water in the basement. During the course of that phone call we were told that it was our fault because we did not have space heaters setup in our house. Unbeknownst to us, another neighbor in our association had been offered a generator and space heaters to provide some heat in the home. We had previously been told that space heaters were not safe to use with our wiring, however we were not offered an alternative such as the generator. Due to these inconsistencies our immediate neighbor became violently angry accusing us of

“not doing anything” to prevent the flooding when in fact we had numerous phone calls with representatives from Columbia Gas explaining that we could not turn off our water and what other precautions should we be taking. Due to the hostile outburst we no longer feel comfortable interacting with him on a daily basis (see Exhibit 1 for text message exchange). **This lack of consistency has caused a mass of confusion in our neighborhood and put a strain on our relationship with our neighbors that we do not feel can be repaired.**

Incorrect boiler was installed by Columbia Gas without our consent. Our initial construction adjuster, David Zito told Meg on Sunday that the last thing they would want is someone coming in the next morning and installing a boiler, so we were told to cancel the installation for the next morning – we wrote an email and left a message (they were not open because it was Sunday) – however at 8am they called and notified us that there were Columbia Gas plumbers in our house with an almost completely installed boiler. We did not approve the Columbia Gas plumber – why would we have, we already had a down payment for our plumber, they were already scheduled to do the work that morning, and they were ultimately who we TRUSTED to do the work correctly.

From the outset we just needed to be told that we were going to be taken care of, instead Mr. Groves the head of claims on the entire Columbia Gas project made comments adding more stress to a situation that was already incredibly stressful. During our conversation with Mr. Groves on the morning of 11/26/19 we were told that our boiler took longer than most boilers to install and that is something Columbia Gas would have to look into. We took this comment to be insinuating that the burst pipes were our fault. Mr. Groves went on to say that if we did not agree to pay \$4,000 deposit out of pocket should we be unable to recoup our deposit that all of the workers assisting with the water remediation would be removed from the premises. Mr. Groves also refused to confirm if Columbia Gas would cover the damages to our house despite that Meg had already had extensive conversations with the fraud investigator on 11/25/19 and had been told by him that we clearly did not commit any fraud. (Meanwhile, it is important to note that Meg was only 4 weeks postpartum and c-section at the time; she had not yet been cleared to do exercise by her doctor and we were forced to get a babysitter to take care of Emma while both of us were at the house attending to what needed to be done.)

Following the flooding in our house we spent a significant amount of time coordinating the reconstruction of our residence and procuring an estimate from our chosen contractors. On 12/15/18 we received an initial estimate and quick payment for our construction budget deemed by Worley adjuster Mr. Zito, which was \$98,682.63. When Meg questioned the number she was told that if our contractors had any discrepancies they could contact them. We handed the scope of work to our contractors, who excluded some items that were on David Zito’s scope of work and still were only able to bring their estimate to \$124,180, a difference of \$25,497.37.

Ongoing payments had been routinely made to pay for the difference in childcare, rent, and other expenses, however after this construction payment, we did not receive any additional money until 3/7/2019. During this period, we consistently asked for an escalation contact to help with our claim and were told only that the big boss was looking into our claim and that we could not have a contact or that if we really wanted to find someone we could “Google it.” We were forced to pay out of pocket over \$10,000 without any promise of repayment from Columbia Gas. We were told that things were moving along well with the approval stage, yet it was never initially communicated that it could take that long, especially as Columbia Gas was initially pushing for us to only have a 3 month lease. **The stress during**

this period, which should have otherwise been a happy time for our family as we welcomed our daughter into the world, put pressure on our marriage and caused dozens of sleepless nights as we wondered where the money would come from to put our house and lives back together. Aidan has had nightmares since the flood and for a stretch of a month and a half slept in our bed every night after previously being able to sleep alone no problem. Before the flood we had begun to talk about moving back to our home and even moved some items back to make our move easier, but then all of a sudden we had to tell him that our home wasn't safe again, he witnessed both his parents in tears, and that we were not sure when we would be moving back. In addition to the nightmares he was also grinding his teeth in his sleep, which is a sign of stress. To this day Aidan constantly tells people that his "Andover house is broken."

We only received movement on our claim after Brian filed a complaint with the MA Attorney General's office at which point we were told that our additional living expenses would be paid and our construction budget would be met. Additionally, we were told that we would receive depreciated value for our damaged belongings after initially being told otherwise when the pipe burst originally occurred. This was only overturned after Brian complained to the Andover town manager's office. The threats from Columbia Gas's adjusters have continued throughout the project. As late as early June, we were told that if our project is delayed any further they will not pay for an extension of our temporary housing, rather moving us to an additional temporary house and then moving us back to home when it is complete. Uprooting our family again before we move back into our home is absolutely out of the question and the fact that they do not see it as disrupting, stressful, and unnecessary is appalling.

Lastly, this incident has had an ongoing financial impact on our family that has not been properly addressed – Meg has been working since the fall of 2014 on her PhD and she was on course to defend her dissertation before Emma was born in October, however due to the large amount of time spent tracking down and speaking with the labyrinth of Columbia Gas constituents, coordinating the living situation for our family associated with the initial evacuation into temporary housing, and ongoing conversations with our first adjuster she had to postpone her defense. After the loss of our home the vast amount of time spent at the house going through damaged property, meeting with Service Master, mover/packers, multiple contractors, unpacking & inspecting damaged items that were removed from the house, creating a detailed list of lost items, etc. she had to postpone further. She was finally able to defend her doctorate in March of 2019 and received her degree in May 2019. Meg is actively searching for jobs in industry, rather than faculty or post-doctoral positions, and began submitting her CV and applying in the fall as she was "all but defended." Companies of note included Apple, Microsoft, Pfizer, and a local start up Tacit Motion, ultimately not receiving any of these positions likely due to the delay of her defense. None of these companies are currently hiring for positions for which she would be qualified.

Having to finish her degree while postpartum was stressful enough, but having the additional stressor of Columbia Gas, caused an astronomical amount of angst. At one point a representative with Columbia Gas told Meg that it was a good thing that she stayed at home so she could attend to all of the things with our claim – a comment that is not only completely ignorant but also extremely insensitive to the situation at large.

Thank you for your consideration,

~The Garveys