

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

REBUTTAL TESTIMONY OF

BERNARD L. CUMMINGS

ON BEHALF OF
PHILADELPHIA GAS WORKS

Docket No. R-2020-3017206

Philadelphia Gas Works

General Rate Increase Request

TOPICS:

Municipal Liens
Service Quality Issues
Collections Performance
LIHEAP Crisis Acceptance
Reconnections

July 13, 2020

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I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND CURRENT POSITION WITH PGW.

A. My name is Bernard Cummings and I am the Vice President, Customer Service and Collections, at Philadelphia Gas Works ("PGW" or Company").

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK HISTORY.

A. I earned a Bachelor of Science degree in Business Administration from American University in Washington, D.C. I also earned a Masters of Business Administration degree from the University of Michigan in Ann Arbor, Michigan. Prior to my current position, I was the Treasurer of PGW.

Q. HAVE YOU EVER PROVIDED TESTIMONY BEFORE THIS COMMISSION?

A. Yes. I testified before the Pennsylvania Public Utility Commission ("PUC" or "Commission") in Philadelphia Gas Works' most recent base rate proceeding at Docket No. R-2017-2586783.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

A. My testimony is submitted on behalf of PGW.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to respond to concerns raised by OCA Witness Roger Colton regarding the filing of liens under the Pennsylvania Municipal Claim and Tax Lien Law ("Lien Law"),¹ PGW's service quality and collections performance. I also respond to concerns raised by TURN Witness Harry Geller regarding PGW's Low-Income Home Energy Assistance Program ("LIHEAP") Crisis acceptance requirements and reconnection policies.

¹ 53 P.S. §§ 7101, et seq.

1 **Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.**

2 A. First, I confirm that PGW is not collecting payments against liens from customer bills
 3 that have been forgiven. Second, I explain the statutory procedures under the Lien Law to
 4 dispel concerns raised by OCA Witness Colton. Next, I explain why Mr. Colton's
 5 recommendations would improperly preclude the use of liens as a tool to collect debt. I
 6 then explain why Mr. Colton is not presenting an accurate picture of PGW's service
 7 quality. In doing so, I disagree with Mr. Colton that withholding financial resources is a
 8 valid approach to address any perceived shortfall in PGW's customer service. I also
 9 respond to Mr. Colton's criticism of PGW's collections performance. Finally, I address
 10 issues raised by TURN Witness Geller regarding PGW's LIHEAP Crisis acceptance
 11 requirements and reconnection policies.

12 **II. THE FILING OF LIENS AS A COLLECTION TOOL**

13 **Q. PLEASE GIVE A BRIEF DESCRIPTION OF MUNICIPAL LIENS UNDER THE**
 14 **LIEN LAW.**

15 A. It is my understanding that the City of Philadelphia ("City"), as PGW's owner, has
 16 statutory rights under the Lien Law to use municipal liens as security for the collection of
 17 unpaid gas bills.

18 It is important to understand that, under the Lien Law, a municipal lien arises
 19 automatically, by operation of law, as soon as gas is used and a charge for a municipal
 20 service is assessed. The lien is *in rem* against the real property at which service was
 21 provided as a marker for debt. Just as, for example, a mortgage secures payment of the
 22 debt of an underlying loan, a municipal lien secures payment of the debt (arrearage) for
 23 unpaid gas bills.

To fully securitize the right to be paid for overdue gas bill payments used at a property, a municipal lien against the property should be filed with the County Court. The face amount of the lien is the amount owed on the day of filing. The failure to timely file a municipal lien could impact the priority of the lien as against other debts secured by the property or the ability to actually collect funds from the sale of the property. Again, this is similar to a mortgage. If a mortgage is not filed, the debt that is secured by the mortgage can lose priority to other debts if the property is sold.

Q. DO ANY PARTIES EXPRESS ANY CONCERNS OVER THE FILING OF LIENS UNDER THE LIEN LAW?

A. Yes. While acknowledging that the PUC does not have jurisdiction over municipal liens, OCA witness Colton alleges that there is a double-collection of frozen arrearages, if PGW files a lien against real property for an arrearage that is “frozen” under PGW’s arrearage forgiveness program.² Mr. Colton believes that nothing prevents “someone from making a payment on a lien that included arrearages that had already been forgiven by PGW.”³ He opines that the Commission should be concerned “if PGW is collecting payments against liens for bills that have been forgiven and are thus no longer owed.”⁴

Q. IS PGW COLLECTING PAYMENTS AGAINST LIENS FROM BILLS THAT HAVE BEEN FORGIVEN?

A. Absolutely not. The amount actually due on a filed lien is always calculated based on then current data in PGW’s accounting (ledger) system. That system reflects amounts paid or forgiven on unpaid bills as of the point at which a payoff amount is requested. In other words, PGW’s ledger system calculates payoff amounts for unpaid bills, including

² OCA St. 5 at 74, line 3-4; OCA St. 5 at 85, lines 8-11.

³ OCA St. 5 at 79, lines 19-21.

⁴ OCA St. 5 at 81, lines 8-9.

1 amounts secured by recorded liens and automatically takes into account any amounts that
2 have been forgiven pursuant to PGW's arrearage forgiveness program.

3 Even though PGW explained how its lien payoff system functions in response to
4 OCA discovery,⁵ Mr. Colton somehow misunderstood the lien payoff process and the
5 manner in which it applies to forgiven arrearages. Notwithstanding our explanations, he
6 seems to believe that the lien exists separate from (or apart from) the underlying
7 arrearage. That is not the case. A lien, when filed, does not actually determine the amount
8 due. It is my understanding that when the City (as the owner of PGW) files a lien in the
9 County Court, that filing merely perfects – or makes public and prioritizes – the
10 preexisting lien. That filed lien provides notice to third parties, such as banks, other
11 creditors, and potential real estate purchasers, that the property secures an unpaid debt
12 where the utility service was provided. The filing of the lien does not start a civil action,
13 and does not determine the amount of arrearage owed by a customer. It is only when all
14 of the unpaid bills covered by a lien are satisfied that the lien is removed in its entirety.
15 Each incremental change (decrease) is not reflected in the lien, since the lien merely
16 gives notice that there are unpaid bills. However, if a customer wishes to know the payoff
17 amount for a lien, they (or their lender or real estate title search company) need to contact
18 PGW. That amount is not determined by the Courts unless there is a separate litigated
19 proceeding before the Court.

⁵ PGW Responses to OCA Set III, Nos. 54 and 64. In discovery responses, Mr. Colton acknowledged that his knowledge about PGW's accounting (ledger) system is based on PGW responses to OCA discovery. OCA Response to PGW Interrogatory VI-9.

1 **Q. YOU MENTIONED THE PAYOFF AMOUNT FOR A LIEN. PLEASE FURTHER**
2 **DESCRIBE THE PGW LIEN PAYOFF PROCESS.**

3 A. Sure. The lien, when filed, states the outstanding amount as of the date filed. The amount
4 of the underlying arrearage is likely to decrease change over time due to payments made
5 or due to arrearage forgiveness on the outstanding amount.

6 So, if a customer wishes to know the payoff amount for a lien, they need to
7 complete and submit an "Account Pay-Off Inquiry Form" to PGW. Using the provided
8 information, PGW then examines its ledger system to determine the remaining amount
9 that the customer actually owes at that time, which is the amount that actually will have
10 to be paid to completely pay off their remaining lien and remove the lien
11 from the property. If that amount is paid, the lien is satisfied and removed from the
12 property.

13 Again, this works like a mortgage. One cannot look at a filed mortgage to
14 determine the outstanding amount remaining on the underlying loan. The property owner
15 (or title agent) needs to contact their lender (mortgage company or bank) to learn the
16 amount that they will actually have to pay to completely pay off their loan and remove
17 the mortgage from the property. If that amount is paid, the mortgage is satisfied and
18 removed from the property.

19 **Q. DOES MR. COLTON'S TESTIMONY ACKNOWLEDGE THE LIEN PAYOFF**
20 **PROCESS?**

21 A. No. The lien payoff process is a central part of Mr. Colton's concern about double-
22 collection, since he claims that a payment (or forgiveness) is (somehow) not being
23 recognized by PGW and is being collected for a second time by PGW. However, in my
24 opinion, Mr. Colton's responses to discovery from PGW do not show an understanding

1 of the lien payoff process to support his concerns and recommendations. I have three
 2 examples:

3 First, in response to discovery, Mr. Colton states that liens can be based on
 4 forgiven debt.⁶ I disagree. Liens are security for a debt, as I explained. Simply put, I do
 5 not understand how Mr. Colton can make such a statement - since, under the Lien Law,
 6 liens cannot be properly filed (and sustained) without underlying debt. He appears to
 7 improperly consider the face amount of the lien to be unwavering.

8 Second, Mr. Colton has agreed that a lien, when filed, “does not actually
 9 determine the amount due to fully pay or otherwise satisfy the amounts being secured by
 10 the docketed lien.”⁷ But, Mr. Colton refused, in response to other discovery questions, to
 11 agree “that the amount due under the bills covered by a docketed lien will change over
 12 time.”⁸

13 Third, Mr. Colton has not explained how customers can learn the payoff amount
 14 for a lien. Specifically, Mr. Colton refused to acknowledge that PGW’s accounting
 15 system calculates payoff amounts for unpaid bills, including amounts secured by
 16 recorded liens.⁹

⁶ OCA Response to PGW Interrogatory VI-15.

⁷ OCA Response to PGW Interrogatory VI-14.

⁸ OCA Response to PGW Interrogatory VI-12.

⁹ OCA Response to PGW Interrogatory VI-9, VI-13.

Q. BASED ON PGW'S SYSTEM FOR DETERMINING LIEN PAYOFF AMOUNTS IS THERE ANY POTENTIAL THAT PGW WOULD SIMULTANEOUSLY RECOVER FORGIVEN ARREARAGES FROM RATEPAYERS THROUGH ITS UNIVERSAL SERVICE CHARGE AND ALSO RECOVER THOSE SAME AMOUNTS THROUGH THE PAYOFF OF A LIEN?

A. There is no potential for PGW to simultaneously recover forgiven arrearages from ratepayers through its Universal Service Charge and also recover those amounts through the payoff of a lien.

Q. DID MR. COLTON EXPRESS ANY ADDITIONAL CONCERNS OVER THE FILING OF LIENS?

A. Yes. Mr. Colton also expressed concern that if a lien is filed, a "CRP participant can be forced to pay an arrearage that, over time, through the arrearage forgiveness aspect of CRP, the customer would no longer owe."¹⁰ He opined that the Commission should be concerned "if PGW were collecting arrearages that the PUC has directed shall be subject to forgiveness."¹¹

Q. DO YOU AGREE THAT PGW IS FORCING CRP PARTICIPANTS TO PAY ARREARAGES THAT MAY BE FORGIVEN OVER TIME?

A. No, I do not agree.

Mr. Colton's incorrect assertions stem from two faulty premises. First, under PGW's Universal Service Plan, just approved by the PUC, a frozen arrearage is NOT a forgiven arrearage. PGW will forgive 1/36 of the customer's original pre-CRP debt each month for each bill paid in full. To get a 1/36th forgiveness, a CRP participant must pay the amount of one full "asked to pay" bill. During their participation in CRP, that level of forgiveness (1/36th) will continue each time the CRP Participant pays the "asked to pay"

¹⁰ OCA St. 5 at 83, lines 12-14.

¹¹ OCA St. 5 at 81, lines 9-11.

1 amount until the entire frozen arrearage is forgiven. So under PGW's program, if a
2 customer had a liened frozen arrearage of \$3600 and made 24 full payments (and
3 complied with all other requirements) the customer would receive 24 months of
4 forgiveness (have \$2400 forgiven); the customer would have no entitlement to having the
5 remaining debt (of \$1200) forgiven, and the lien would only be "worth" \$1200 if and
6 when a payoff inquiry were made. If the customer stopped paying, had service
7 terminated, or left the system he or she would continue to be responsible for the
8 remaining non-forgiven arrearage, \$1200 in this example.

9 Second, when a customer pays off a lien that is securing an amount not yet
10 forgiven, the decision to pay is voluntary. In a discovery response, Mr. Colton stated that
11 he "cannot reasonably know what an owner may or may not do as to their own particular
12 property and their potential financial plans."¹² If the customer wants to obtain clear title,
13 then the remaining (non-forgiven) arrearage must be paid so that the lien on that non-
14 forgiven arrearage is satisfied and the customer can proceed with selling or refinancing
15 their property. If the customer does not agree to pay, the arrearage remains outstanding
16 (until paid or forgiven) and the lien for whatever outstanding sum remains stays in place.

17 It is misleading to characterize such non-statutory circumstances as being
18 "forced" by PGW. The decision and timing to engage in a sale or refinancing of a
19 property rests entirely with the customer. The decision to proceed with that transaction
20 without full arrearage forgiveness under CRP or to wait until complete full arrearage
21 forgiveness under CRP also rests entirely with the customer.

¹² OCA response to PGW Interrogatory VI-28.

1 **Q. DID MR. COLTON EXPRESS ANY OTHER CONCERNS OVER THE FILING**
 2 **OF LIENS?**

3 A. Yes. Mr. Colton opined that the Commission should be concerned because there
 4 allegedly “are a multitude of customer service problems that arise when PGW places a
 5 lien on CRP participant’s pre-existing arrearage that the PUC has deemed to be subject to
 6 forgiveness.”¹³

7 **Q. DO YOU AGREE WITH MR. COLTON?**

8 A. No. As I mentioned above, under CRP arrearage forgiveness, a customer earns partial
 9 forgiveness only with each complete payment. In expressing his concerns, Mr. Colton is
 10 confusing (a) amounts that have been forgiven with (b) amounts that are subject to
 11 forgiveness. Amounts “subject to” forgiveness may or may not be forgiven – that
 12 depends on the customer’s program compliance. Amounts that may or may not be
 13 forgiven are not amounts that the Commission has directed be forgiven.

14 **Q. DID MR. COLTON MAKE ANY RECOMMENDATIONS BASED ON HIS**
 15 **CONCERNS?**

16 A. Yes. Mr. Colton recommends that two actions be taken by the Commission. His two
 17 recommendations are triggered only if a lien is filed. If a lien is filed, he claims then the
 18 Commission should order PGW to: (1) accelerate arrearage forgiveness; and (2) prevent
 19 PGW from recovering any of the arrearage as part of the Universal Service Charge. This
 20 means that he is arguing that the City, as owner of PGW, must either: (1) choose to wait
 21 to file a lien until arrearage forgiveness under CRP is completed **so as to avoid the**
 22 **consequences** of Mr. Colton’s recommendations; or (2) choose to file a lien on amounts

¹³ OCA St. 5 at 83, lines 10-12.

1 that are potentially subject to arrearage forgiveness under CRP **and suffer the**
2 **consequences** of Mr. Colton's recommendations.

3 **Q. PLEASE DISCUSS MR. COLTON'S FIRST RECOMMENDATION.**

4 A. Mr. Colton recommends that if PGW files a lien which includes dollars that otherwise
5 could be subject to forgiveness pursuant to CRP, the Commission directs that any amount
6 subject to forgiveness pursuant to CRP be actually and immediately forgiven, with no
7 further payment responsibility attaching thereto.¹⁴ He appears to be basing this on the
8 incorrect assumption that PGW would still be able to collect on the accelerated forgiven
9 arrearage by filing a lien. He ignores that a lien cannot secure a non-debt.

10 **Q. DID MR. COLTON PROVIDE A FINANCIAL IMPACT OF HIS FIRST**
11 **RECOMMENDATION?**

12 A. No.

13 **Q. DOES PGW AGREE WITH MR. COLTON'S FIRST RECOMMENDATION?**

14 A. No, because it rests on an incorrect and illegal assumption. By accelerating and
15 eliminating debt, there would be no debt amounts to be legally secured by the lien. So,
16 this recommendation will in fact preclude the use of "liens" as a tool to collect this debt.
17 Second, requiring PGW to fully forgive 100% of a frozen arrearage when a customer
18 enters CRP is completely inconsistent with the arrearage forgiveness program as
19 approved by the PUC since PGW came under PUC jurisdiction. The PUC has reviewed
20 the program on many occasions in PGW's Universal Service and Energy Conservation
21 Plans and has approved the arrearage forgiveness component of CRP.

¹⁴ OCA St. 5 at 84, lines 8-15.

1 **Q. PLEASE DISCUSS MR. COLTON’S SECOND RECOMMENDATION.**

2 A. Mr. Colton recommends that pre-existing arrearage that is forgiven after PGW files a lien
3 on the arrearage not be subject to cost recovery through either the Universal Service and
4 Energy Conservation Surcharge or otherwise through base rates.¹⁵

5 **Q. DID MR. COLTON PROVIDE A FINANCIAL IMPACT OF HIS SECOND**
6 **RECOMMENDATION?**

7 A. No.

8 **Q. DOES PGW AGREE WITH THAT RECOMMENDATION?**

9 A. No. Mr. Colton’s second recommendation is again based on a faulty premise – that PGW
10 could fully forgive frozen arrearage but nonetheless pursue collection via a filed lien; it
11 could not.

12 There are other underlying problems with this second recommendation. Mr.
13 Colton seems unaware that the amount of the lien is subject to reduction over time as
14 payments are made and/or as debt is forgiven. He also seems unaware that a lien does not
15 assure full, or any, payment of debt. The actual ability of the lien to assure full payment
16 of the debt is dependent on many conditions, such as the value of the property and if there
17 are liens with priority over PGW’s liens, whether the property is valuable enough to
18 sell/refinance, and the state of Philadelphia’s real estate market in the area where the
19 property is located.

20 Mr. Colton’s second recommendation also creates additional unreasonable and
21 unnecessary burdens on PGW’s use of liens as a tool. It appears to be designed to
22 “punish” PGW for using liens if they include any amount that could possibly be subject
23 to future forgiveness. This recommendation would result in PGW not being able to

¹⁵ OCA St. 5 at 84, lines 16-18.

1 continue to use liens as an additional collection tool (as authorized by the Public Utility
2 Code).

3 **Q. MR. COLTON STATES THAT HIS RECOMMENDATIONS ONLY ADDRESS**
4 **THE STRUCTURE OF CRP.¹⁶ DO YOU AGREE?**

5 A. No. With his first recommendation, Mr. Colton is seeking to (indirectly) prohibit the
6 imposition of liens when the Commission lacks jurisdiction to directly prohibit the
7 imposition of liens by the City, as PGW's owner. Mr. Colton is wrong when he states that
8 his recommendation does "not prevent PGW from placing a lien."¹⁷ As I explained, this
9 recommendation would neuter any such liens, since any amounts that could potentially be
10 forgiven under the CRP would actually be forgiven or eliminated upon the filing of a
11 lien.¹⁸ Without any underlying arrearage, there would be no amounts to be secured by the
12 lien.

13 With his second recommendation, Mr. Colton is proposing an adverse
14 consequence (penalty) upon PGW if a lien is filed – namely that the arrearage would be
15 immediately forgiven without the customer demonstrating program compliance. In fact,
16 Mr. Colton expressly acknowledges that his recommendation would create an alternative
17 or preclusive choice regarding the imposition of liens.¹⁹ There is no legal or logical basis
18 for permitting the Commission to do indirectly what the Commission cannot do directly.
19 It is my understanding that the Legislature amended the Public Utility Code to protect
20 lien rights from interference by the Commission, specifically intending to provide the

¹⁶ OCA St. 5 at 84-85. See also OCA St. 5 at 83, lines 22-23.

¹⁷ OCA St. 5 at 84.

¹⁸ OCA St. 5 at 84, lines 8-15.

¹⁹ OCA St. 5 at 85, lines 13 to 18.

collection aids of both the Public Utility Code and the Lien Law as cumulative remedies,
not as alternative or preclusive choices.²⁰

III. SERVICE QUALITY

**Q. DID PGW PRESENT TESTIMONY REGARDING ITS EFFORTS TO IMPROVE
OVERALL CUSTOMER SATISFACTION?**

A. Yes. As explained by Mr. Stunder, PGW has taken significant efforts to improve overall
customer satisfaction resulting in an overall increase by 2% from 83% to 85% since
PGW's last rate case. PGW has also improved its overall J.D. Power customer
satisfaction score by 66 points.²¹

**Q. DID MR. COLTON MAKE ANY CONTENTIONS REGARDING PGW'S
SERVICE QUALITY?**

A. Yes. Based on his review of the PUC's "2018 Customer Service Performance Report" for
Pennsylvania electric and natural gas distribution companies, Mr. Colton concludes that
"PGW provides the lowest quality of customer service performance in one aspect of
customer service after another" and, further, that this "low-ranked customer service
performance should be considered in determining PGW's rate levels in this
proceeding."²²

**Q. DID PGW UNDERTAKE A DEEPER ANALYSIS OF ITS PERFORMANCE
OVER THE YEARS AS REPORTED FOR THE PUC'S CUSTOMER SERVICE
REPORT?**

A. Yes. PGW engaged the assistance of Research America to undertake a deeper analysis of
the information to determine areas of significant improvement and verify whether

²⁰ 66 Pa. C.S. §§ 1402(4), 1414(a) and 66 Pa. C.S. § 2212(n).

²¹ PGW St. No. 1 at 6.

²² OCA St. No. 5 at 50-51.

improvement trends continued into 2019. A copy of the Rate Case Support Analysis is attached as Exhibit BLC-1. Research America conducts ongoing transaction-based customer satisfaction survey for PGW and other Natural Gas Distribution Companies (“NGDCs”) which is provided to the PUC.

Q. WHY DID PGW DETERMINE IT WAS USEFUL TO UNDERTAKE THIS DEEPER ANALYSIS?

A. Because Mr. Colton only focuses on specific aspects of the Customer Service Performance Report which paint the picture he is seeking to paint, his analysis fails to consider the improvements PGW has made over the years when measuring its current performance with prior performance. His analysis also fails to take into account those measures where PGW is ranked higher than other companies in the survey. Given Mr. Colton’s one-sided view of the metrics, PGW determined a more robust analysis of the data would be useful to assist the Commission in this proceeding.

Q. PLEASE EXPLAIN HOW PGW’S IVR (INTEGRATED VOICE RESPONSE) RATINGS HAVE IMPROVED AND COMPARE WITH OTHER NGDCS.

A. PGW has made stark improvements regarding its IVR.²³ The three questions asked include ease of use, satisfaction with how well the choices of the IVR fit the nature of the call and satisfaction with using the IVR. As seen in the tables below, PGW’s metrics in 2019 for these are on par with all other companies combined.

Ease of Using IVR (average rating)			IVR Choices (average rating)		IVR Satisfaction (average rating)	
	All other Companies Combined	PGW	All other Companies Combined	PGW	All other Companies Combined	PGW
2014	8.28	8.03	8.32	8.01	8.26	7.99
2015	8.40	8.05	8.36	8.00	8.34	7.98

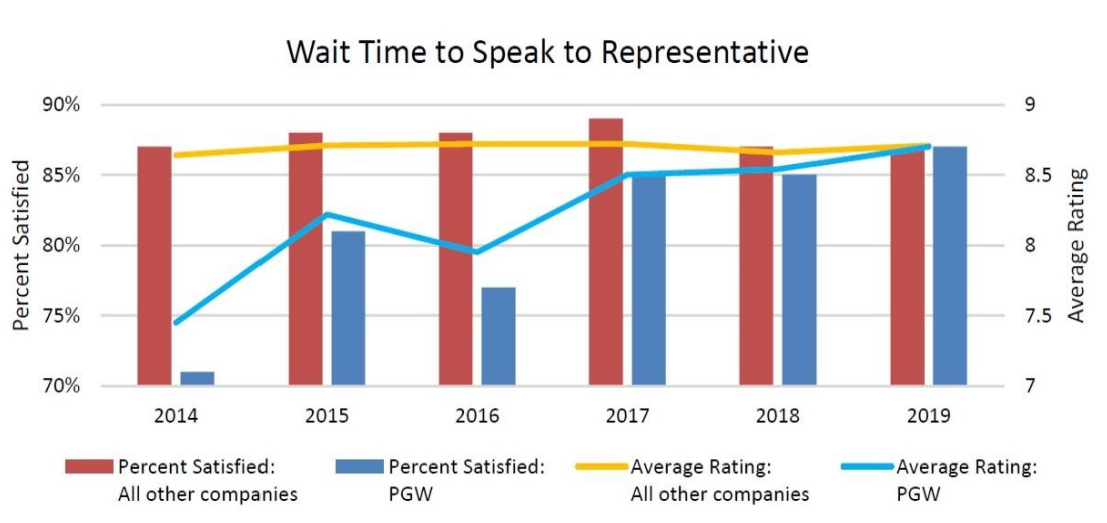
²³ PGW Rate Case Support Analysis at 4.

2016	8.32	8.36	8.35	8.15	8.37	8.23
2017	8.39	8.35	8.41	8.47	8.41	8.33
2018	8.43	8.53	8.52	8.56	8.48	8.50
2019	8.40	8.32	8.44	8.43	8.43	8.40

Cells shaded red indicate a significant difference between PGW and all other companies for that year.

Q. HAS PGW IMPROVED CUSTOMER SATISFACTION REGARDING WAIT TIMES?

A. Yes. As shown in the table below, PGW's average rating from 2014-2018 improved more than one full point on a 10-point scale, while other companies combined rose only .02 points. In the past two years, PGW's customer satisfaction regarding this metric is at the same levels as other companies.²⁴



Q. ARE THERE OTHER AREAS IN WHICH PGW'S IMPROVEMENT STANDS OUT?

A. Yes, PGW's improvement related to field service involving work completed in a timely manner, the time it took for field service representative to respond to requests and courtesy of field service representative. Regarding "work being completed in a timely manner," PGW is at parity or higher with the other NGDCs since 2016, having increased

²⁴ PGW Rate Case Support Analysis at 4.

the average rating and percent satisfied by a larger amount than all other companies combined. Similar results are seen for “wait time for field rep to respond to request” and “courtesy of rep.”²⁵

Q. WHAT ABOUT THE FACT THAT PGW’S “OVERALL QUALITY OF SERVICE” HAS HISTORICALLY BEEN LOWER THAN OTHER COMPANIES?

A. Average rating is just one way to measure satisfaction. The percentage of “Satisfied” customers and the percentage of customers giving the top 10-out-of-10 score has improved relative to other companies. Notably, PGW improved from 79% Satisfied in 2014 to 91% Satisfied in 2018 (+12%), while all other companies combined rose only 1% over the same time period.²⁶

	Overall Quality of Service ("Satisfied" 7-10 rating) (Top box 10 out-of-10 rating)					
	2014	2015	2016	2017	2018	2019
All other companies combined	91%	92%	93%	94%	92%	93%
	67%	68%	69%	70%	70%	71%
PGW	79%	86%	87%	90%	91%	92%
	49%	61%	59%	63%	68%	69%

Cells shaded red indicate a significant difference between PGW and all other companies for that year.

Q. WHEN COMPARING PGW’S OVERALL QUALITY OF SERVICE IMPROVEMENTS AGAINST ITSELF, WHAT DOES THE DATA SHOW?

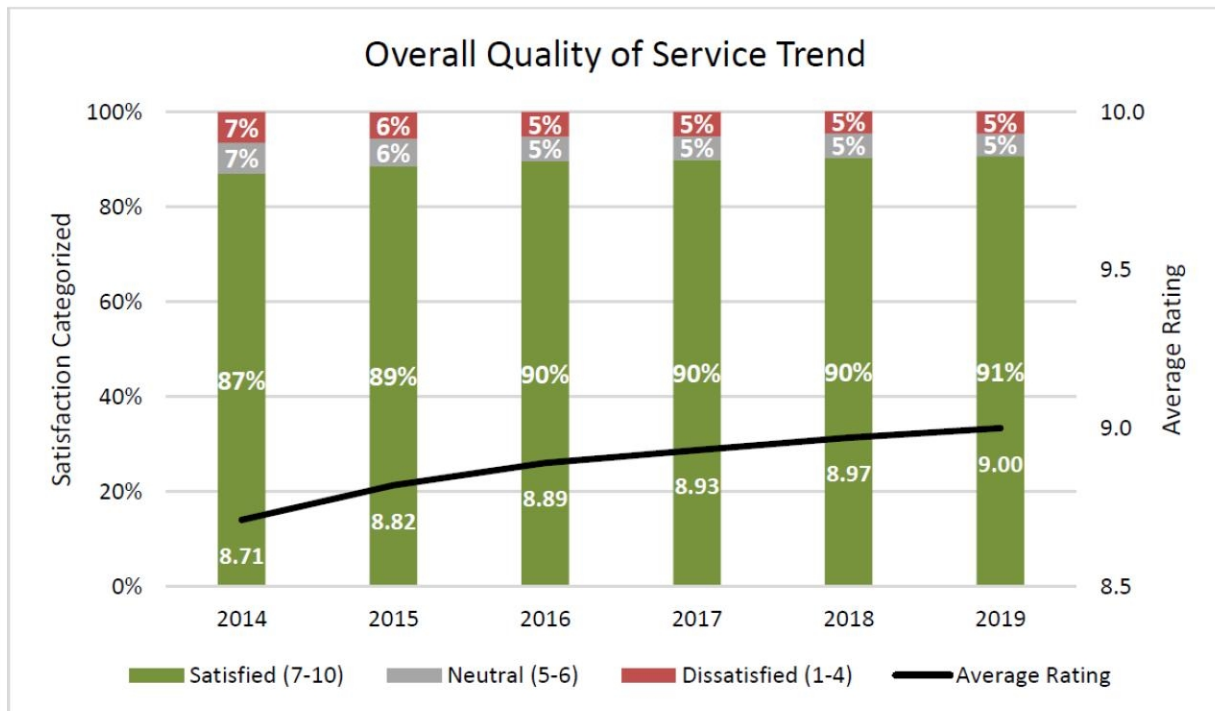
A. While PGW’s “Overall Quality of Service” may have started at a lower level than other NGDCs, few other companies have made as much improvement as PGW.²⁷

²⁵ PGW Rate Case Support Analysis at 5.

²⁶ PGW Rate Case Support Analysis at 6.

²⁷ PGW Rate Case Support Analysis at 8.

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4 **Q. HAVE PGW'S CALL CENTER REPRESENTATIVES MADE NOTABLE**
 5 **IMPROVEMENTS?**

6 A. Yes, they have made notable improvements in two key measures: (1) satisfaction with
 7 knowledge of company representative you spoke with; and (2) satisfaction with the way
 8 the company representative handled your request. Both of these measures show
 9 consistent and distinct improvement over 2014 and 2015.²⁸

10 **Q. BASED ON THE PGW RATE CASE SUPPORT ANALYSIS AS WELL AS YOUR**
 11 **EXPERIENCE, DO YOU BELIEVE MR. COLTON IS PRESENTING AN**
 12 **ACCURATE PICTURE OF PGW'S SERVICE QUALITY?**

13 A. I do not. While PGW still has room to improve and we are certainly working to do so,
 14 PGW is providing service that is on par with other NGDCs. Moreover, there is little
 15 disagreement that early on in the PUC's assumption of jurisdiction of PGW, there were a

²⁸ PGW Rate Case Support Analysis at 7.

1 significant amount of problems that PGW has worked hard to overcome. Similarly, it is
2 important to remember that as a cash flow company operating in a predominantly lower
3 wage service territory, PGW does not have the same financial resources as investor
4 owned utilities. However, even with all of these challenges, the Rate Case Support
5 Analysis shows that PGW has made significant improvements in a number of important
6 metrics related to customer service and is continuing to improve.

7 **Q. DO YOU AGREE WITH MR. COLTON THAT PGW'S "LOW-RATED**
8 **CUSTOMER SERVICE PERFORMANCE SHOULD BE CONSIDERED IN**
9 **DETERMINING PGW'S RATE LEVELS IN THIS PROCEEDING"?**

10 A. No, because his recommendation contains an invalid and unsupported assumption. For
11 the reasons I stated earlier, Mr. Colton takes a one-sided view of the metrics reported to
12 BCS to paint the picture he thinks most supports his view. Both the discussion above and
13 the testimony of PGW witness Peach (PGW St. 11-R) demonstrate that Mr. Colton's one-
14 sided, results oriented "analysis" is not supported by a more careful examination of the
15 data.

16 Beyond that, however, I do not agree that withholding financial resources is a
17 valid approach to address any perceived shortfall in customer service which appears to be
18 Mr. Colton's solution. PGW's improvements over the years has been directly related to
19 this Commission's approval of reasonable rate increases and (when needed) extraordinary
20 rate relief in order to be able to afford to hire competent employees and train them
21 adequately. Withholding money as some type of "punishment" based on a skewed
22 analysis of metrics makes absolutely no sense for PGW's ratepayers who – in the end –
23 are the ones harmed when PGW lacks necessary funding. A withholding of a rate
24 increase, I submit, should only be considered when there was a profound or systemic
25 failure to provide adequate customer service. Even if Mr. Colton's contentions had

validity (which PGW has shown they do not) Mr. Colton's proposed "solution" would be unfair and counterproductive.

IV. COLLECTIONS PERFORMANCE

Q. WHAT CONCLUSIONS DOES MR. COLTON MAKE WITH RESPECT TO PGW'S COLLECTION PERFORMANCE?

A. Mr. Colton concludes:

- The percentage of PGW residential billings in debt has been between 268% and 346% of the state average for natural gas companies in the past five years, while the percentage of PGW residential customers in debt has been between 169% and 184% of the state average.
- Not only are more residential PGW customers in debt, but they are further in debt. The average residential arrears for PGW customers has ranged from 181% to 217% of the statewide average residential arrears.
- Despite these high levels of residential arrears, the percentage of PGW residential customers who are in arrears and not on a payment arrangement has been higher than the statewide natural gas average in every year for at least the past five years.
- The high levels of customers and billings in arrears, combined with the high dollar amount of the arrears, combined with the high percentage of arrears not on arrangement, leads PGW to have a disconnection rate substantially higher than the statewide average for gas utilities. PGW's disconnection rate has been between 152% and 210% of the disconnection rate for natural gas utilities on average in Pennsylvania.

OCA St. No. 5 at 39-45.

Q. DO YOU AGREE WITH THESE CONCLUSIONS?

A. No. Mr. Colton inappropriately isolates data, and bases his analysis on a comparison of PGW with statewide averages, as opposed to an examination of PGW's results and improvement over time. I will respond to each of these conclusions below.

Q. PLEASE RESPOND TO MR. COLTON'S ASSERTION REGARDING THE PERCENTAGE OF PGW RESIDENTIAL BILLINGS IN DEBT.

A. Mr. Colton asserts that:

The percentage of PGW residential billings in debt has been between 268% and 346% of the state average for natural gas companies in the past five years, while the percentage of PGW residential customers in debt has been between 169% and 184% of the state average. (OCA St. No. 5 at 44).

The most recent PUC Universal Service Programs & Collections Performance Report (“Universal Service Report”) stated that with respect to the percent of billings in debt, PGW has experienced a 26% reduction since 2016, as shown below:²⁹

2016	10.40%
2017	8.30%
2018	7.70%

Also, when examining the PUC’s 2018 Universal Service Report results regarding the dollars in debt, while PGW’s numbers increased slightly in 2018, the PUC’s data revealed that the Total Dollars in Debt increased for all regulated gas utilities in 2018 in comparison to 2017.

Q. PLEASE RESPOND TO MR. COLTON’S ASSERTION REGARDING AVERAGE RESIDENTIAL ARREARS.

A. Mr. Colton asserts that:

Not only are more residential PGW customers in debt, but they are further in debt. The average residential arrears for PGW customers has ranged from 181% to 217% of the statewide average residential arrears. (OCA St. No. 5 at 44).

PGW’s average number of customers in debt decreased slightly in 2018 to 85,514 in comparison to 86,230 in 2017. In addition, the most recent Universal Service Report does not show a significant increase in average arrears:³⁰

²⁹ Pa. Public Utility Commission, 2018 Report on Universal Service Programs and Collections Performance (Dec. 2019), at 36, *available at* http://www.puc.state.pa.us/General/publications_reports/pdf/EDC_NGDC_UniServ_Rpt2018.pdf (“2018 Universal Service Report”).

³⁰ 2018 Universal Service Report at 31.

1

	Average Arrears	Confirmed Low Income Average Arrears
2016	\$520.76	\$608.42
2017	\$473.78	\$560.59
2018	\$492.83	\$566.02

2

3 When examining PGW's percent of confirmed low-income customers in debt, PGW is
4 currently lower than the industry average. According to the PUC's 2018 Universal
5 Service Report, PGW's percent of confirmed low-income customers in debt was 13.3%.³¹
6 However, the industry average for 2018 for gas utilities was 18.7% and the electric
7 industry average was 25.3%.³² Mr. Colton's testimony asserting that there are more PGW
8 customers in debt as well as more dollars in debt does not mention this fact.

9 **Q. PLEASE RESPOND TO MR. COLTON'S ASSERTION REGARDING THE**
10 **PERCENTAGE OF RESIDENTIAL CUSTOMERS IN ARREARS.**

11 A. Mr. Colton asserts that:

12 Despite these high levels of residential arrears, the percentage of PGW residential
13 customers who are in arrears and not on a payment arrangement has been higher
14 than the statewide natural gas average in every year for at least the past five years.
15 (OCA St. No. 5 at 44).

16 The most recent Universal Service Report shows a small recent increase in the percent of
17 dollars owed that is not on a payment agreement, but, per the PUC, a 26.9% increase in

³¹ 2018 Universal Service Report at 24.

³² *Id.*

the total number of residential payment agreements,³³ and 23.9% increase in the total number of confirmed low income payment agreements.³⁴

PGW Percent of Dollars Owed Not on a Payment Agreement		
	Residential	Confirmed Low Income
2016	71.9%	22.9%
2017	67.1%	19.6%
2018	68.9%	22.8%

Number of PGW Payment Agreements		
	Residential	Confirmed Low Income
2016	67,057	49,659
2017	83,184	61,301
2018	85,067	61,532

Q. PLEASE RESPOND TO MR. COLTON'S ASSERTION REGARDING THE DISCONNECTION RATE?

A. Mr. Colton asserts that:

The high levels of customers and billings in arrears, combined with the high dollar amount of the arrears, combined with the high percentage of arrears not on arrangement, leads PGW to have a disconnection rate substantially higher than the statewide average for gas utilities. PGW's disconnection rate has been between

³³ 2018 Universal Service Report at 10.

³⁴ 2018 Universal Service Report at 11.

1 152% and 210% of the disconnection rate for natural gas utilities on average in
 2 Pennsylvania. (OCA St. No. 5 at 44-45).

3 There has not been significant variation in PGW's termination rate, as shown by the data
 4 below.³⁵

5

PGW Termination Rate Percentage		
	Residential	Confirmed Low Income
2016	5.5	12.6
2017	5.8	13.6
2018	5.4	11.8

6
 7 In fact, during this same time period, PGW reconnection rate for terminated customers
 8 has improved by 6.2% for residential customers and 6.1% for confirmed low income
 9 customers, per the PUC.³⁶

10

PGW Reconnection Rate		
	Residential	Confirmed Low Income
2016	65.0	71.9
2017	66.8	73.9
2018	69.0	76.3

11 **Q. WHAT DO YOU CONCLUDE WITH RESPECT TO MR. COLTON'S**
 12 **TESTIMONY ON PGW'S COLLECTION PERFORMANCE?**

13 A. Based on the data discussed above and as presented in the Commission's most recent
 14 Universal Service Report, I do not agree with Mr. Colton's criticisms. The data shows
 15 that PGW has maintained or improved its collection performance over time, and Mr.

³⁵ 2018 Universal Service Report at 15.

³⁶ 2018 Universal Service Report at 18-19.

Colton unfairly compares PGW to other utilities with very different service territories rather than looking at PGW's results.

V. LIHEAP CRISIS GRANT ACCEPTANCE REQUIREMENTS

Q. DID MR. GELLER TESTIFY REGARDING PGW'S LIHEAP CRISIS GRANT ACCEPTANCE POLICY?

A. Yes. Mr. Geller recognizes that, since its last base rate case, PGW has modified what debt load it will accept for LIHEAP Crisis acceptance (called a "LIHEAP Crisis grant acceptance policy" by Mr. Geller) to allow low-income customers to maintain service when the LIHEAP Crisis grant amount is less than the full account balance due. However, Mr. Geller wants PGW to go even farther and make a variety of additional changes to its LIHEAP Crisis acceptance requirements. He makes a number of recommendations, including that PGW should review its LIHEAP Crisis acceptance requirements to determine whether additional modifications would increase the number of customers able to obtain assistance, including allowing customers to restore service even if the grant is not enough to pay the restoration amount, and that PGW should perform an annual cost/benefit analysis to determine whether the LIHEAP Crisis threshold is set at a level that will allow all eligible LIHEAP Crisis applicants to maintain or restore service, including ensuring policies are in place for customers to afford arrears that are not paid off by the grant. TURN St. No. 1 at 44-45.

Q. DO YOU HAVE CONCERNS WITH MR. GELLER'S PROPOSALS?

A. Yes. I am concerned about how Mr. Geller's proposal to allow customers to restore service even if the grant is not enough to pay the restoration amount would impact PGW's ability to collect outstanding arrearages going forward. I would note that Ms. Adamucci's testimony more fully addresses PGW's response to Mr. Geller's proposals.

1 **Q. PLEASE EXPLAIN YOUR CONCERN.**

2 A. Mr. Geller's proposal to accept less than the amount required to restore service does not
3 address the fact that costs have been expended by the Company to terminate the service
4 and additional costs would be incurred to restore the service. Most likely, the person's
5 service was terminated due to non-payment meaning that arrearages have accrued on the
6 account – another issue Mr. Geller does not address. Requiring the Company to restore
7 service for an amount that fails to compensate it for the costs incurred and/or addressing
8 the outstanding arrearages only exacerbates the problem of increasing the amount of
9 uncollectible debt. I note that, unlike other utilities, PGW must physically shut off
10 service at the curb valve or at the meter. Approximately one quarter of PGW's premises
11 do not have curb valves and over 80% of PGW meters are inside the premises – this
12 presents a challenge to terminate service because termination requires either excavation
13 or access to the meter. In addition to the challenges, there are costs. Excavation can cost
14 several thousand dollars. Additionally, gaining entry into a property to effectuate non-
15 payment shut-offs is often unsuccessful or requires multiple attempts thereby increasing
16 field service labor costs.

17 **Q. DO YOU HAVE OTHER CONCERNS WITH THIS PROPOSAL?**

18 A. Yes. I am concerned that it could wrongly incent consumers to allow service to be
19 terminated and then receive a LIHEAP Crisis grant in any amount to restore service
20 without ever being required to address the outstanding arrearage or the on-going increase
21 in the arrearage. In addition, for customers on a termination path, this policy would
22 incent customers to accumulate large arrearages and not pay them. Consumers should be
23 positively incented to pay their bills and this proposal sends the opposite message which

could have a negative impact on the ability of PGW to collect revenue for services rendered which will have a negative effect on its cash flow and debt service coverage.

VI. RECONNECTION POLICIES

Q. DID MR. GELLER TESTIFY REGARDING PGW'S RECONNECTION POLICIES?

A. Yes, Mr. Geller testified that PGW should adopt more flexible reconnection policies for customers who have been disconnected and offered several recommendations to address his concerns. TURN St. No. 1 at 61-65.

Q. WHAT IS YOUR RESPONSE TO THIS CRITICISM?

A. While Ms. Adamucci addresses this criticism and the proposals offered by Mr. Geller, I want to add that the use of termination is a tool that PGW has to reduce its uncollectible debt. As stated previously, not being paid for services provided reduces cash receipts and has a negative effect on PGW's cash flow and debt service coverage. Without cash receipts, there is less cash on hand to pay for operations and shortfalls in the capital improvement program. Because PGW's termination process is a tool that assists in both incentivizing customers to pay for services rendered and not requiring PGW to continue to provide free services for which it will not get paid, PGW's termination process is an important and necessary tool for the benefit of all PGW ratepayers.

VII. CONCLUSION

Q. DOES THAT COMPLETE YOUR REBUTTAL TESTIMONY?

A. Yes.

VERIFICATION

I, Bernard Cummings, hereby state that: (1) I am the Vice President, Customer Service and Collections, at Philadelphia Gas Works; (2) the facts set forth in my testimony are true and correct to the best of my knowledge, information and belief; and (3) I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Bernard L. Cummings

July 13, 2020

Dated

Bernard L. Cummings
Vice President, Customer Service and Collections
Philadelphia Gas Works

EXHIBIT

BLC-1



Philadelphia Gas Works

Rate Case Support Analysis

July 2020

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1. Methodology

Research America conducts an ongoing transaction-based customer satisfaction survey for PGW and 7 other natural gas distributors in Pennsylvania. Results of this survey are provided to the Pennsylvania Public Service Commission who issue a Quality of Service Report to the public.

During an active rate case proceeding, an advocate group characterized PGW as the lowest performing natural gas distributor among those companies included in the survey program, and implied that PGW has not made attempts to improve the quality of their customer service. PGW asked for assistance in identifying areas of statistically significant improvements between 2014 and 2018 and verify continued improvement trends into 2019.

Research America looked for instances where PGW made an improvement relative to itself in prior years and where PGW made an improvement compared to other natural gas companies included in the same survey program.

“Improvement” in this report may take many forms:

PGW Compared to Itself

- A significant *increase* in the average rating for a scale-based question
- A significant *increase* in the percentage of surveyed customers providing a top box (10-out-of-10) score
- A significant *increase* in the percentage of surveyed customers that provided a rating we usually associate with “Satisfied” (7 through 10 on the 10-point scale)
- A significant *decrease* in the percentage of surveyed customers that provided a rating we usually associate with “Dissatisfied” (1 through 4 on the 10-point scale)

PGW Compared to Other Companies

- Another company used to have a significantly higher average rating than PGW, but no longer does
- PGW and another company had similar average ratings, but now PGW’s average rating is higher
- Another company used to have a higher percentage of “Satisfied” customers, but no longer does (same with top box score)
- PGW and another company had a similar percentage of “Satisfied” customers, but now PGW has a higher percentage “Satisfied” (same with top box score)
- Another company used to have a lower percentage of “Dissatisfied” customers, but now PGW has a lower percentage
- PGW and another company had a similar percentage of “Dissatisfied” customers, but now PGW has a lower percentage “Dissatisfied”
- PGW’s average rating/percent satisfied rose by a higher amount than another company over the same time period

2. PGW Compared to Other Natural Gas Companies

Summary

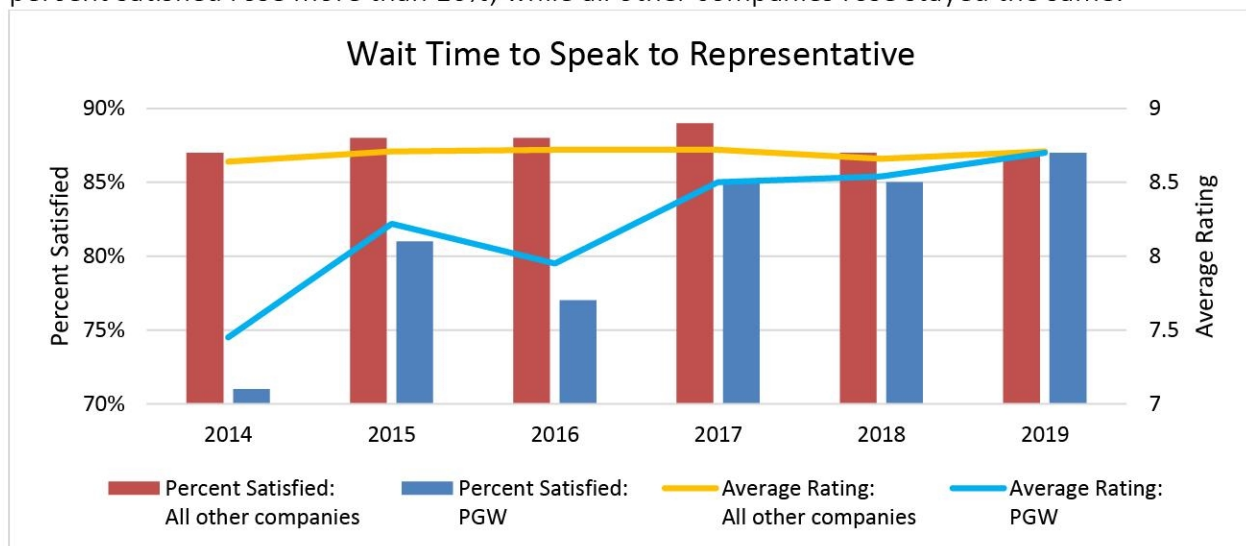
PGW made stark improvements in all 3 IVR questions

- Ease of using IVR
- Satisfaction with how well the choices of the IVR fit the nature of their call
- Satisfaction with using the IVR

Ease of Using IVR (average rating)			IVR Choices (average rating)		IVR Satisfaction (average rating)	
	All other Companies Combined	PGW	All other Companies Combined	PGW	All other Companies Combined	PGW
2014	8.28	8.03	8.32	8.01	8.26	7.99
2015	8.40	8.05	8.36	8.00	8.34	7.98
2016	8.32	8.36	8.35	8.15	8.37	8.23
2017	8.39	8.35	8.41	8.47	8.41	8.33
2018	8.43	8.53	8.52	8.56	8.48	8.50
2019	8.40	8.32	8.44	8.43	8.43	8.40

Cells shaded red indicate a significant difference between PGW and all other companies for that year.

PGW improved customer satisfaction in *wait time to speak to a representative* much more than other companies did, and in the last two years satisfaction is at the same levels as other companies. From 2014-2018 PGW's average rating improved more than one full point on the 10-point scale, while all other companies combined rose only .02 points. Likewise, PGW's percent satisfied rose more than 10%, while all other companies rose stayed the same.



PGW's improvement stands out in three questions related to field service:

- Satisfaction with work being completed in a timely manner
- Satisfaction with time it took for field service representative to respond to request
- Courtesy of field service representative

In 2014 and 2015, satisfaction with work being completed in a timely manner was significantly lower than all other companies combined. From 2016 onwards, PGW is at parity or higher. Since 2014 and 2015, PGW has increased the average rating and the percent satisfied by a larger amount than all other companies combined.

	Satisfaction with work being completed in a timely manner					
	2014	2015	2016	2017	2018	2019
All other companies combined	91% 9.11	92% 9.25	90% 9.03	92% 9.22	92% 9.22	92% 9.20
PGW	86% 8.27	83% 8.54	90% 9.15	93% 9.12	93% 9.21	92% 9.18

Cells shaded red indicate a significant difference between PGW and all other companies for that year.

The story for wait time for field rep to respond to request and courtesy of rep is the same. PGW lagged behind in 2014 and 2015, and has made large improvements since those years.

	Satisfaction with time it took for field service representative to respond to request					
	2014	2015	2016	2017	2018	2019
All other companies combined	90% 9.00	92% 9.09	89% 8.85	91% 9.10	91% 9.06	91% 9.06
PGW	80% 8.06	77% 7.98	90% 8.86	91% 8.96	94% 9.17	88% 8.84

Cells shaded red indicate a significant difference between PGW and all other companies for that year.

	Courtesy of field service representative					
	2014	2015	2016	2017	2018	2019
All other companies combined	97% 9.64	98% 9.69	97% 9.62	98% 9.71	98% 9.66	98% 9.70
PGW	90% 9.01	93% 9.37	95% 9.43	98% 9.72	100% 9.91	95% 9.53

Cells shaded red indicate a significant difference between PGW and all other companies for that year.

PGW's average rating for the *overall quality of service* has historically been lower than other companies. However, the average rating is just one way to measure satisfaction. The percentage of "Satisfied" customers and the percentage of customers giving the top 10-out-of-10 score has improved relative to other companies.

PGW has improved from 79% Satisfied in 2014 to 91% Satisfied in 2018 (+12%), while all other companies combined rose only 1% over the same time period.

	Overall Quality of Service ("Satisfied" 7-10 rating) (Top box 10 out-of-10 rating)					
	2014	2015	2016	2017	2018	2019
All other companies combined	91% 67%	92% 68%	93% 69%	94% 70%	92% 70%	93% 71%
PGW	79% 49%	86% 61%	87% 59%	90% 63%	91% 68%	92% 69%

Cells shaded red indicate a significant difference between PGW and all other companies for that year.

3. PGW Compared to Itself

Summary

The improvement PGW made compared to other companies would not have been possible without an increase in satisfaction by PGW itself. Therefore, to avoid redundancy, **this section will focus mostly on questions that were not already highlighted.**

Every year since 2014 and 2015 showed improvement for PGW in *satisfaction with ease of reaching PGW*:

- Significantly more customers were “Satisfied” (7-10 on the 10-point scale)
- Significantly more customers provided the top score (10-out-of-10)
- Significantly fewer customers were “Neutral” (5-6 on the 10-point scale)
- Significantly fewer customers were “Dissatisfied” (1-4 on the 10-point scale)
- Significantly higher average rating
- This trend is continuing in 2019

PGW’s call center representatives have made notable improvements in two key measures: *satisfaction with knowledge of company representative you spoke with* and *satisfaction with the way the company representative handled your request*. Both show consistent and distinct improvement over 2014 and 2015.

	Satisfaction with knowledge of company representative spoke with					
	2014	2015	2016	2017	2018	2019
% “Satisfied” (7-10)	91.7%	92.6%	93.1%	93.1%	93.3%	93.2%
% Top box (10/10)	67.7%	68.6%	70.5%	70.7%	71.8%	72.6%
Average rating	9.10	9.16	9.22	9.22	9.23	9.24

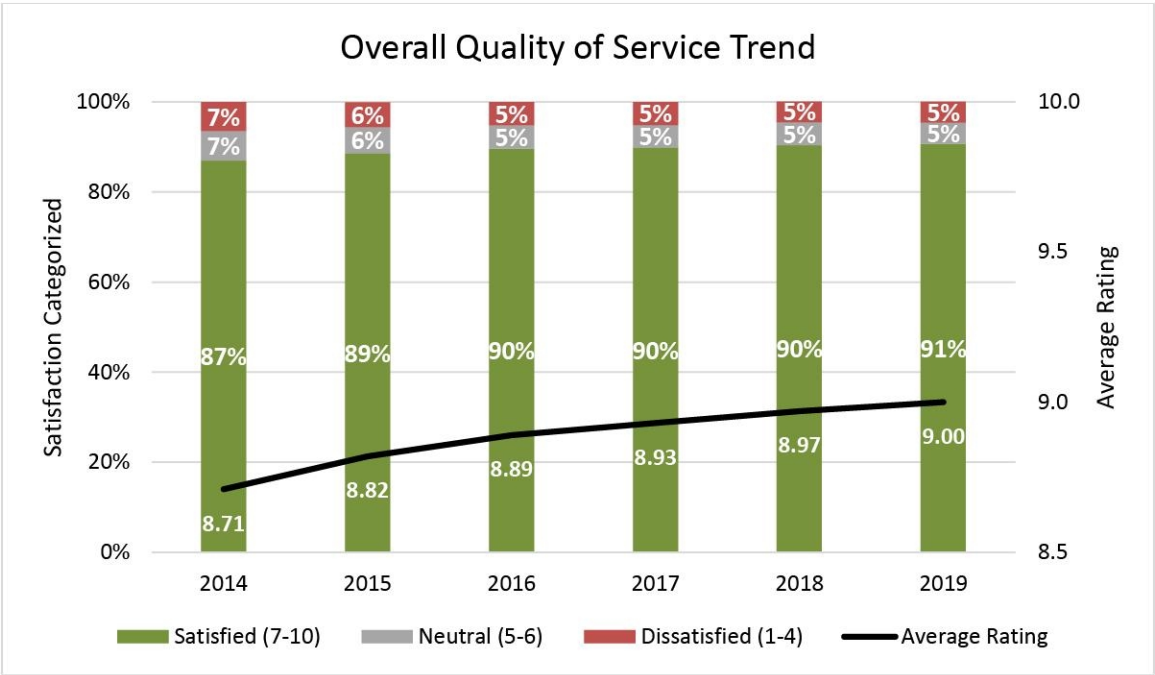
Cells shaded green indicate a significant difference between 2014 and 2015.

	Satisfaction with the way company representative handled request					
	2014	2015	2016	2017	2018	2019
% “Satisfied” (7-10)	89.8%	90.4%	91.4%	91.4%	91.5%	91.7%
% Top box (10/10)	67.6%	68.3%	70.3%	70.7%	71.8%	73.1%
Average rating	8.96	9.00	9.09	9.10	9.11	9.14

Cells shaded green indicate a significant difference between 2014 and 2015.

Since 2014 and 2015, PGW’s ratings on *Overall Quality of Service* have improved significantly. Even though there is only a few percentage points difference in the categorized scores, the sample size is large enough that we can be sure these changes aren’t due to random chance.

PGW’s *Overall Quality of Service* may have started at a lower level than other natural gas companies, but few other companies have made as much improvement as PGW.



4. Survey Script

MMI TAG	LOGIC	EAP/ PUC Survey
C1		Hello. This is [NAME] from Research America calling on behalf of [DC] about a recent service transaction. [DC] is interested in learning how satisfied their customers are with the service they receive.
M1		May I speak with the person who most recently contacted [DC]?
C2		[WHEN SPEAKING WITH PERSON WHO CONTACTED COMPANY] [DC]'s records indicate you recently contacted [DC], and we are interested in your opinions about that contact.
B1	[IF YES, THANK & TERMINATE]	Have you been surveyed on behalf of [DC] within the last year?
		1. Yes
		2. No
		3. Don't Know
		4. Refused
B2	[IF YES, THANK & TERMINATE]	Have you or any member of your household been employed by [DC] within the past two years?
		1. Yes
		2. No
		3. Don't Know
		4. Refused
B3	[IF NO/UNSURE: THANK & TERMINATE]	Just to verify, did you contact [DC] within the past few weeks? [WITHIN THE LAST 4 WEEKS IS ACCEPTABLE]
		1. Yes
		2. No
		3. Don't Know
		4. Refused
C3		This satisfaction survey is being conducted in order to understand customers' opinions about the service they receive from [DC]. Please be assured that your responses will be kept completely confidential. This survey will take approximately 5-10 minutes.
C4		Before we begin, I just need to make sure you are aware our conversation may be recorded for quality purposes.
M3		[RECORD GENDER OF RESPONDENT]
		1. Male
		2. Female
C5		To begin, what was the main reason for your most recent contact with [DC]?
Q1		[RECORD RESPONSE]
M4	Coding to be done separately	[SELECT APPROPRIATE CATEGORY]
		1. Credit & Collections
		2. Billing

		3. Trouble / Reliability & Safety
		4. Connect / Disconnect
		5. Customer Choice
		6. Miscellaneous
M5		How did you contact [DC]?
		1. Telephone
		2. Letter
		3. Visit
		4. E-mail
		5. Web Site
		6. Other
M6		On a scale of 1 to 10 where 1 is very dissatisfied and 10 is very satisfied, how satisfied were you with the ease of reaching [DC]? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M7	IF M5=1 AND DC NOT NFG	When you contacted [DC] did you use the telephone's automated menu system?
		1. Yes
		2. No
		3. Don't recall / Don't know [DO NOT READ]
		4. Refused [DO NOT READ]
M8	IF M7=1	On a scale of 1 to 10 where 1 is very difficult and 10 is very easy, how easy was it to use their automated telephone system? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know

		12. Refused
M9	IF M7=1	On a scale of 1 to 10 where 1 is very dissatisfied and 10 is very satisfied, how satisfied were you with how well the choices of the automated system fit the nature of your call? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M10	IF M7=1	Thinking about this experience, using the same 1 to 10 scale, overall how satisfied were you using the company's automated telephone system? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M11	IF M5=1 OR 3	When you contacted [DC] did you speak with a representative?
		1. Yes
		2. No
		3. Don't recall/Don't know [DO NOT READ]
		4. Refused [DO NOT READ]
M12	IF M11=1	Returning to the 1 to 10 satisfaction scale, how satisfied were you with the amount of time it took for you to speak with a company representative? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7

		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M13	IF M11=1	On a scale of 1 to 10 where 1 is very discourteous and 10 is very courteous, how courteous was the company representative you spoke with? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M14	IF M11=1	On a scale of 1 to 10 where 1 is not at all knowledgeable and 10 is very knowledgeable, how knowledgeable was the company representative you spoke with? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M15	IF M11=1	Thinking about your conversation using the 1 to 10 satisfaction scale, how satisfied were you with the way in which the company representative handled your contact? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8

		9. 9
		10. 10
		11. Don't Know
		12. Refused
M16		As a result of your contact with [DC], did anyone from [DC] need to make a visit to your home or property?
		1. Yes
		2. No
		3. Have not visited yet.
		4. Unsure [DO NOT READ]
		5. Refused [DO NOT READ]
M17	IF M16=1	Has the work been completed?
		1. Yes
		2. No
		3. Don't recall / Don't know [DO NOT READ]
		4. Refused [DO NOT READ]
M18	IF M17=1	Based on the nature of your request, using the 1 to 10 satisfaction scale, how satisfied were you that the work was completed in a timely manner? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M19	IF M16=1	Did you speak with the field representative who visited your home or property?
		1. Yes
		2. No
		3. Don't recall / Don't Know [DO NOT READ]
		4. Refused [DO NOT READ]
M20	IF M16 = 1 OR 3	Returning to the 1 to 10 satisfaction scale, how satisfied were you with the time it took (or is taking) for [DC]'s field representative to respond to your request? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6

		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
C6	IF M19=1	The following questions are specific to the field representative who visited your home or property.
M21	IF M19=1	On a scale of 1 to 10 where 1 is very discourteous and 10 is very courteous, how courteous was the field representative you spoke with? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M22	IF M19=1	On a scale of 1 to 10 where 1 is not at all knowledgeable and 10 is very knowledgeable, how knowledgeable was the field representative who visited your home or property? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M23	IF M16=1	On a scale of 1 to 10 where 1 is very disrespectful and 10 is very respectful, how respectful of your property was the field representative who visited your home or property? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4

		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M24	IF M16=1	Returning to the 1 to 10 satisfaction scale, how satisfied were you with how the field service representative handled the visit to your home or property? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
M25		Considering all aspects of this recent contact with [DC], and using the same 1 to 10 scale, how satisfied were you with the quality of the service provided by [DC]? [DO NOT READ LIST]
		1. 1
		2. 2
		3. 3
		4. 4
		5. 5
		6. 6
		7. 7
		8. 8
		9. 9
		10. 10
		11. Don't Know
		12. Refused
Q3	IF (M10=1 OR 2 OR 3 OR 4) OR (M15=1 OR 2 OR 3 OR 4) OR (M24=1 OR 2 OR 3 OR 4) OR (M25=1 OR 2 OR 3 OR 4)	You have indicated you were in some way not satisfied with your interaction with [DC]. Why do you say that? [PROBE FOR SPECIFICS]
M26	IF (M10=1 OR 2 OR 3 OR 4) OR (M15=1 OR 2	Would you like someone from [DC] to contact you about this?

	OR 3 OR 4) OR (M24=1 OR 2 OR 3 OR 4) OR (M25=1 OR 2 OR 3 OR 4)	
		1. Yes
		2. No
		3. Don't Know [DO NOT READ]
		4. Refused [DO NOT READ]