

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

ORIGINAL

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 :
Kelly L. Wentz v. PPL Electric Utilities :
Corporation. : Docket No.
 Billing dispute. : F-01002432
 :
 Initial Telephonic Hearing. :
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Pages 1 through 80 Judge's Conference Room
 Commonwealth Keystone Building
 Harrisburg, Pennsylvania
DOCUMENT FOLDER Friday, September 13, 2002
 Met, pursuant to notice, at 10:11 a.m.

BEFORE:

LOUIS G. COCHERES, Administrative Law Judge

gke

APPEARANCES:

KELLY L. WENTZ
 290 Old Stonehouse Road
 Carlisle, Pennsylvania 17013
 (Pro se)

WILLIAM J. FRIES, Esquire
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 (For PPL Electric Utilities Corporation)

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P R O C E E D I N G S

1
2 ADMINISTRATIVE LAW JUDGE LOUIS COCHERES: Let's go on
3 the record. Good morning, ladies and gentlemen. As you
4 know by now, my name is Louis Cocheres and I am the
5 Administrative Law Judge assigned to hear the matter of
6 Kelly L. Wentz versus PPL Electric Utilities Corporation at
7 Commission Docket No. F-01002432.

8 We're just a few minutes late getting started and
9 it's the fault of the Commission equipment and probably the
10 operator of the equipment, namely me, and I apologize to the
11 parties for the delay.

12 However, I do have one very preliminary matter that I
13 need to discuss with the parties and that is to inform the
14 parties that this case involves PPL Electric, and as a
15 matter of fact they provide service to my home as well. I
16 live in their service territory just as Ms. Wentz does.

17 I always mention this on the record in the event
18 somebody has a problem with it. They need to tell me about
19 it now.

20 MS. WENTZ: I don't have a problem with it. Matter
21 of fact, they have three places of mine.

22 JUDGE COCHERES: Fine. And Mr. Fries?

23 MR. FRIES: I have no problem with that, Your Honor.

24 JUDGE COCHERES: Good. All right. Now, let me tell
25 you that I have read the file completely and looked over the

1 exhibits and I really don't think that there's a huge
2 factual dispute here, all right?

3 MS. WENTZ: That's right. That's what I've been
4 trying to say from day one.

5 JUDGE COCHERES: Right. There may be one or two
6 places here where the parties don't agree, but after that I
7 think you're pretty much in agreement.

8 Let me emphasize the things that I see that are in
9 agreement. With the exception of a limited dispute over the
10 bill, Ms. Wentz has indicated that she pays her bills on
11 time and the company has agreed with that statement.

12 The narrowness of this issue strikes me as one that
13 could possibly be settled. Mr. Sunday I believe is with us
14 right now --

15 MS. WENTZ: Yes, he's here.

16 JUDGE COCHERES: -- and has at least through Ms.
17 Wentz indicated some willingness to assume liability for
18 part of this debt. And my question is, do we need a hearing
19 at this point or do we need --

20 MS. WENTZ: I don't have a problem with -- to me, I
21 didn't want a hearing to begin with, okay? Mr. Sunday gave
22 me a check January 24th of 2002 to pay for his portion that
23 he knows he's responsible for. That was never an issue.

24 The issue is to take my name off the credit stating
25 that I never paid my bill when I did not know it was due. I

1 have accounts with PP&L. They should have notified me. I
2 mean, this goes back to when I signed up for the -- you have
3 to excuse me, I have a cold -- when I signed up for this
4 service for electric at this trailer at 34 South Middlesex
5 Road.

6 My telephone number was never updated when I
7 initially called in, so I mean, they have a telephone number
8 that's old. So they have no way of reaching me because they
9 failed to do their part in regards to updating the correct
10 records. They went back to something that I had years ago
11 instead of updating what's current.

12 JUDGE COCHERES: Okay. Ms. Wentz, let me ask Mr.
13 Fries a question. Mr. Fries, have you tried to settle this
14 case before?

15 MR. FRIES: We did have a settlement conference, Your
16 Honor, through the interim order mandatory conference
17 process. We were not able to settle it at that time, Your
18 Honor.

19 The problem is, it's not a matter of records. It's
20 that PPL had no indication that the account was to be
21 disconnected until December of 2000, and then by the time
22 the bill was paid, it had already been turned over to a
23 third party.

24 And once the bill is turned over to a third party,
25 PPL makes no further credit reports on that account. So at

1 this point, it's not -- the account in question is not in
2 the hands of PPL.

3 Even if -- and I don't concede this -- but even if
4 PPL should have terminated the account two months earlier,
5 the fact that remains is that that particular bill up to
6 that period of time was not paid for a year, until nearly a
7 year later.

8 So I don't really know -- I'm not sure what Ms. Wentz
9 wants PPL to do to the extent that PPL has any control over
10 that piece of it.

11 If this was -- we're not reporting this account any
12 more because it's not PPL's anymore. And I understand that
13 Mr. Sunday is willing to pay the balance to Inovision which
14 is the third party that has this.

15 But PPL really has no interest in this particular
16 debt anymore.

17 JUDGE COCHERES: Well --

18 MS. WENTZ: See, that's what I don't understand,
19 Judge. If they don't have no interest in the debt, then why
20 is it on my credit to PP&L that I owe this, and along with,
21 if I were to decide to go and open another place up, this
22 mark is against me in regards to credit.

23 I would have to pay a big deposit because I'm
24 blackmarked at PP&L, not paying the bill.

25 MR. FRIES: Your Honor, I have a witness here, Anita

1 Scott, who will be prepared to testify that it is Inovision
2 who is reporting the account as delinquent, not PPL. PPL
3 does not report -- well, first of all, PPL reports all
4 accounts, you know, good or bad. We just report all payment
5 information routinely to Transunion.

6 But once the account is no longer a PPL account, PPL
7 doesn't report on that account anymore. PPL hasn't had this
8 account since it was sold to Inovision on August 31, 2002.

9 JUDGE COCHERES: All right. Wait a minute here,
10 folks. Let's just reconstruct a little bit of history for
11 me here, okay?

12 MS. WENTZ: Okay.

13 JUDGE COCHERES: Ms. Wentz, when did you move out of
14 the property?

15 MS. WENTZ: September 30, 2000.

16 JUDGE COCHERES: Okay. So --

17 MS. WENTZ: And then. Go ahead, I'll follow you.

18 JUDGE COCHERES: Yes, take it slow for me, all right?
19 Do you recollect calling the electric company and telling
20 them you were leaving?

21 MS. WENTZ: Yes. I called them and told them that --
22 I called the electric, the telephone, the oil, everything,
23 okay, to disconnect. But PP&L, I cannot switch this to Mr.
24 Sunday's name. He has to personally do that, okay, which at
25 that time, you know, I'm sorry, I'm building a house. I

1 didn't think to follow up on it. I assumed he did call them
2 but he never did, not thinking of it.

3 I mean, this is an issue that back in August 21,
4 2001, I found out that I owed this bill. I sent in my
5 payment to what I owed, I mean, and that's why, you know, I
6 would have gladly, you know, if they would have just
7 switched it to Mr. Sunday, the remaining balance -- I sent a
8 letter in to them telling them, but they failed to do that.

9 All's I kept getting was harassing calls from their
10 credit people telling me I owed this. Well, I don't want to
11 talk to the credit people. They have no clue to what I'm
12 doing with PP&L.

13 I called PP&L and that was the answer I got, "Well,
14 we don't deal with this, we turned it over to the credit
15 people."

16 JUDGE COCHERES: Okay. Ms. Wentz, stop for a minute,
17 okay?

18 MS. WENTZ: Yes.

19 JUDGE COCHERES: Fine. All right. Mr. Fries, does
20 your company have a record of receiving her request to
21 terminate service?

22 MR. FRIES: No, Your Honor, not -- the first record
23 or the record that we have is on December 5, 2000, okay, and
24 at that time there was a request for a connect, which I
25 believe was another tenant or Mr. Sunday directly. I'm not

1 sure which. Let me just confer. Was that another tenant or
2 Mr. Sunday?

3 (Pause.)

4 MR. FRIES: Okay. There was a request for a connect.
5 We're not sure whether it was Mr. Sunday or another tenant.

6 MS. WENTZ: Mr. Sunday said another tenant.

7 JUDGE COCHERES: Okay, fine. My point is, is this
8 dispute about three months worth of billing?

9 MS. WENTZ: We're willing to pay the money. That's
10 not the issue. The money is here. It's just the point that
11 PP&L won't change their records and take the credit off of
12 me. I mean, I don't mind paying my bills. I pay my bills,
13 but I don't, you know, it's something that I'm not
14 responsible for, it needs to be taken off my name and
15 they're not willing to work with me to do that.

16 JUDGE COCHERES: All right, Ms. Wentz --

17 MS. WENTZ: That's why I'm here today. I'm not going
18 to quit until I get it.

19 JUDGE COCHERES: I understand. Mr. Fries?

20 MR. FRIES: Yes, Your Honor?

21 JUDGE COCHERES: Is this bill paid already?

22 MR. FRIES: Your Honor, PPL is not issuing any bill
23 on this account. It was sold August 31, 2001 to Inovision
24 which is a third party which is not a part of PPL.

25 PPL as I said hasn't reported this bill to any credit

1 reporting agency since August of 2001 because it doesn't
2 have the bill anymore.

3 I mean, if there's something we could do to resolve
4 this, we'd love to, Your Honor, but we don't have any
5 ownership interest in that bill. We don't do any reporting.

6 JUDGE COCHERES: All right. Help me along here, Mr.
7 Fries, all right?

8 MR. FRIES: Okay.

9 JUDGE COCHERES: When did this bad credit mark go on
10 her record, and did your client put it there?

11 MR. FRIES: Your Honor, I'm not sure what's there.
12 Every month until August of 2001, PPL would have reported
13 this bill along with all other bills for every customer to
14 Transunion, and the information just gets sent over to
15 Transunion as to what bills are paid, what are not paid.

16 Since August, 2001, this bill has not been paid, has
17 not been reported to Transunion at all. At that point, it
18 goes to Inovision. Any further credit reporting is reported
19 by Inovision. PPL has nothing to do with this bill.

20 MS. WENTZ: Inovision doesn't have it anymore,
21 either, just as of a postmark letter, August 20th from Gold
22 Key Credit, Incorporate. I received another thing with a
23 letter, "willing to offer you 50 percent settlement on your
24 total balance due." I mean, it's upsetting to me because
25 I'm willing to pay the money. That's not the point.

1 I have an issue that now, why do I keep getting
2 problem things from credit?

3 JUDGE COCHERES: All right. Ms. Wentz, I understand
4 that. Let me go through this with PPL, all right?

5 MS. WENTZ: Okay.

6 JUDGE COCHERES: Mr. Fries?

7 MR. FRIES: Yes, sir.

8 JUDGE COCHERES: What I interpreted from what you
9 have just said was that since your client produces credit
10 information on a regular basis and sends it to Transunion,
11 that your client first reported the black mark on her credit
12 rating. Did I miss something in there?

13 MR. FRIES: Well, Your Honor, I can't agree with the
14 characterization, "black mark." I mean, the account
15 information is -- the billing information is reported, all
16 right, whether it's --

17 JUDGE COCHERES: Well, it wasn't a compliment, now,
18 was it, Mr. Fries?

19 MR. FRIES: Maybe Ms. Scott could shed some light.
20 Maybe I'm not properly explaining this, Your Honor. But
21 yes, it's negative information because it's not paid, but
22 PPL doesn't add any commentary on it, Your Honor.

23 JUDGE COCHERES: Well, and I didn't think you did,
24 all right? I didn't think there was a note that said she
25 didn't pay and she's also a very bad person, all right? But

1 it doesn't matter that you didn't say, your client that is,
2 didn't say that she's a very bad person.

3 What we're dealing with is the fact that your client
4 reported that the bill has not been paid. What your client
5 did about collecting the bill is history we have not yet
6 gotten to.

7 And my question is, if the bill is paid, would PPL
8 remove the mark that it put there?

9 MR. FRIES: May I have a moment, Your Honor?

10 JUDGE COCHERES: Certainly.

11 (Pause.)

12 MR. FRIES: Your Honor, Ms. Scott has given me some
13 information on exactly how the account, what happened when
14 it was sold. Can I ask her to explain what that is? I
15 don't think there is a black mark that is on the account
16 that -- excuse me, I don't think there's a black mark, if
17 you will, that is on Ms. Wentz's credit account at this time
18 as a result of anything PPL has done, because when the
19 account was charged off, any negative information was
20 removed on PPL's report to Transunion. Did I accurately
21 state that, Ms. Scott?

22 MS. SCOTT: Once it was sold.

23 MR. FRIES: Why don't you speak up and tell the
24 Judge.

25 MS. SCOTT: Judge Cocheres, this is Anita Scott.

1 Good morning.

2 JUDGE COCHERES: Good morning, Ms. Scott. I'm going
3 to interrupt you for just a moment, and it's something that
4 goes back to something you didn't hear yet, both of you, and
5 that is -- Mr. Sunday, can you hear me?

6 MR. SUNDAY: Yes.

7 JUDGE COCHERES: How soon do you have to leave to
8 take your wife to the doctor?

9 MR. SUNDAY: No, I can wait a minute here.

10 JUDGE COCHERES: Well, all I'm concerned about, sir,
11 is that I do not want to delay you unduly and make you late,
12 and if you're willing to be patient a little while longer, I
13 will get back to you.

14 But if need be, we'll take your testimony and then
15 you can leave and --

16 MS. WENTZ: That'd be wonderful. I'd hate to see
17 them held up.

18 JUDGE COCHERES: Would that work better for you, Mr.
19 Sunday, if we just took your testimony right now?

20 MR. SUNDAY: Okay.

21 JUDGE COCHERES: All right. Mr. Fries, I appreciate
22 where we've been, but I think we ought to accommodate Mr.
23 Sunday, all right?

24 MR. FRIES: Okay.

25 JUDGE COCHERES: All right. Mr. Sunday, would you be

1 kind enough to raise your right hand?

2 Whereupon,

3 JACK K. SUNDAY

4 having been duly sworn, testified as follows:

5 DIRECT TESTIMONY

6 JUDGE COCHERES: All right. Would you tell us your
7 name and address, please?

8 THE WITNESS: Jack K. Sunday, 40 South Middlesex
9 Road, Carlisle, Pennsylvania.

10 JUDGE COCHERES: Okay, sir. And because I'm not
11 perfectly familiar with this problem, tell us how you got
12 involved in this, what your interest in this property is and
13 when you think your liability started.

14 THE WITNESS: The Wentzes rented the mobile home from
15 me during the time they constructed their new home. They
16 moved out the end of September, the year 2000.

17 At that time, I realized -- and Mrs. Wentz called to
18 disconnect, and I should have called to be connected, to
19 have the mobile home connected until I got a new renter in.

20 But during the month of October, this bill of \$124 --
21 I forget the exact amount -- \$124.30, which I am liable for
22 and willing to pay, I issued a check to PP&L for \$124.30,
23 gave it to Mrs. Wentz and she then was going to send it in.

24 And then I don't know all the details in this
25 dispute, but that is really what it's all about. That bill

1 for, PP&L bill for electric during the month of October in
2 2000 was my bill and I'm willing to pay it if PP&L will
3 accept and take this off of her credit. That's about all I
4 have to say. If there's any questions --

5 JUDGE COCHERES: Yes, Mr. Sunday. When did you get
6 new tenants in that trailer?

7 THE WITNESS: I believe it was December of 2000.

8 JUDGE COCHERES: Well, who was responsible for the
9 bill for November and whatever was left of December before
10 they moved in?

11 THE WITNESS: I was, Jack Sunday.

12 JUDGE COCHERES: Okay. So that \$124 covers that
13 entire period of October through the arrival of your tenants
14 in December?

15 THE WITNESS: Right, until the new tenant called and
16 had connected in their name.

17 JUDGE COCHERES: Okay. Ms. Wentz, is there anything
18 else of importance that Mr. Sunday can tell us about that
19 you could ask a question about?

20 MS. WENTZ: Basically, you know, he claimed about,
21 that is his responsibility. That was, you know, from day
22 one when I wrote my letter in to PP&L, I, you know, like --

23 JUDGE COCHERES: Whoa. Ms. Wentz, you didn't hear
24 me. I said, do you have a question for Mr. Sunday?

25 MS. WENTZ: No.

1 JUDGE COCHERES: Fine. I want you to stop there,
2 then. Mr. Fries, do you have any questions for Mr. Sunday?

3 MR. FRIES: Yes, I do.

4 JUDGE COCHERES: Fine.

5 MR. FRIES: Thank you.

6 CROSS-EXAMINATION

7 BY MR. FRIES:

8 Q. Mr. Sunday, my name is William Fries. I'm
9 representing PPL and I just have a couple questions for you.

10 A. Okay.

11 Q. Did you ever call PPL to have service placed in
12 your name after Ms. Wentz moved out?

13 A. Apparently I did not. I can't remember at that
14 time. I realize the person moving out should call and
15 disconnect, and the person that wants connected must call in
16 themselves. It can't be switched any other way.

17 Q. Okay. And did you ever personally hear Ms.
18 Wentz call in to PPL to disconnect service?

19 A. No, in my presence, no.

20 Q. Okay. And in any event, you don't recall
21 calling PPL to have service connected in your name?

22 A. Apparently I did not. I can't remember, it's
23 two years, whether I did or did not.

24 Q. Okay. Do you remember talking to Anita Scott of
25 PPL in April of this year?

1 A. Someone called me, yes.

2 Q. Okay. And do you remember telling Ms. Scott
3 that you forgot to call PPL to connect service?

4 A. I can't remember that conversation.

5 Q. Okay. Regarding your testimony that you're
6 responsible for the bill, do you mean that you feel that you
7 should reimburse or pay the bill of Ms. Wentz?

8 A. I will pay the bill to PP&L or I will reimburse
9 Ms. Wentz, either way. I have no objection to doing it
10 either way.

11 Q. Okay. You gave the check for \$124.30 that you
12 wrote out to Ms. Wentz; isn't that correct?

13 A. On January 24, '02, PP&L, \$124.30.

14 Q. Okay. And are you aware of the fact that Ms.
15 Wentz never sent that check to PPL?

16 A. Yes.

17 Q. Okay. And are you aware of the fact that she
18 still has that check?

19 A. Yes.

20 MR. FRIES: Thank you, Mr. Sunday.

21 JUDGE COCHERES: All right. Mr. Sunday, I want to
22 thank you very much. Is there anything more you want to add
23 to your story before we excuse you?

24 THE WITNESS: No. I just, I think I've made it clear
25 that I'm willing to accept the billing. I know I'm liable

1 for the bill. There's no question about that.

2 JUDGE COCHERES: Okay, sir. I want to thank you very
3 much for taking time to join us today. Mr. Fries, do you
4 have any other questions?

5 MR. FRIES: No, Your Honor.

6 JUDGE COCHERES: Ms. Wentz, do you have any questions
7 for Mr. Sunday?

8 MS. WENTZ: No, I don't.

9 JUDGE COCHERES: Okay, fine. Mr. Sunday, thank you
10 for coming. If you wish to leave because of your wife's
11 appointment, you do so whenever you think is convenient.

12 THE WITNESS: Okay.

13 JUDGE COCHERES: Thank you.

14 (Witness excused.)

15 JUDGE COCHERES: Now, let's go off the record for a
16 minute.

17 (Discussion off the record.)

18 JUDGE COCHERES: Mr. Fries, are you ready to proceed?

19 MR. FRIES: Yes, Your Honor.

20 JUDGE COCHERES: Fine. Thank you. Ms. Wentz,
21 although we've spent a lot of time talking today, I have not
22 taken your testimony. I was hoping that I could talk the
23 parties into settling this case. It does not appear to me
24 that it is readily possible to do that.

25 So that being said, while you've provided a lot of

1 information to me and I do appreciate your help in doing
2 that, we need to make a record so that I can make a
3 decision.

4 MS. WENTZ: Okay.

5 JUDGE COCHERES: So I assume that you will be the
6 second witness for your side of the case?

7 MS. WENTZ: Yes.

8 JUDGE COCHERES: All right. Would you raise your
9 right hand?

10 Whereupon,

11 KELLY L. WENTZ
12 having been duly sworn, testified as follows:

13 DIRECT TESTIMONY

14 JUDGE COCHERES: Would you please tell me your name
15 and current address, please?

16 THE WITNESS: My name is Kelly L. Wentz. My current
17 address is 290 Old Stonehouse Road, Carlisle, Pennsylvania,
18 (inaudible) one three.

19 JUDGE COCHERES: What's your ZIP code, ma'am?

20 THE WITNESS: One seven zero one three.

21 JUDGE COCHERES: Fine. Now, we're here today mainly
22 because you wanted us to be. You filed the complaint. You
23 tell me what the problem is, from the start.

24 THE WITNESS: Basically I moved out of the mobile
25 home and I called PP&L to have them transfer it to Mr.

1 Sunday's name.

2 When I talked to the lady at PP&L, she stated I
3 cannot do that, that Mr. Sunday needs to call in. At that
4 time, I told Mr. Sunday he needs to call to switch the PP&L
5 to his name.

6 From then on, the issue was basically dropped until I
7 was contacted with the credit person in regards to owing
8 this bill, and which at that time I did not know I owed it
9 because they never informed me.

10 I have three accounts with PP&L. I just assumed they
11 would have sent it because I had called them with my service
12 at 290 Old Stonehouse Road, with my telephone number,
13 everything.

14 They had stated they were calling a number which was
15 disconnected. That number I have not had for eight years,
16 so I mean, this dates back to whenever PP&L originally took
17 my information for service at the Middlesex Road property,
18 that they did not follow through and put all the correct
19 information in.

20 At that time, I sent them a letter which was dated
21 August 21st. I mailed the payment that I was responsible
22 for and stated on there the remaining balance of \$124.30 is
23 not my responsibility and the owner of the trailer's name
24 with his address, his telephone number and so on.

25 When I found out, they got another bill. I said I

1 sent it in. I called PP&L. They credited it to a wrong
2 account, which I can't fully tell them that they were at
3 fault, but still I sent the stub in with it. They put it
4 against one of our business accounts, so I mailed it in
5 again on 8/23/01.

6 Still, in the numerous times I talked to them, they
7 didn't switch the bill to Jack Sunday. They just continued
8 sending me the late charges. I tried to talk to them. They
9 wouldn't talk to me.

10 The credit people called. I explained to them. They
11 got nasty to me. I mean, nobody would listen to me
12 basically going through the whole thing, and that's why I
13 made the complaint. I talked to them about my telephone
14 number.

15 Even when investigating through the Public Utility
16 thing, there's a complaint when I put the complaint out and
17 that's dated January 14, 2001. I had already made a payment
18 to PP&L -- or 2002, January 14, 2002. PP&L is showing me
19 then my record's \$181.16. I had made the payment on August
20 21, 2001 and that brought my balance to \$124.

21 So all the way through this whole thing, the records
22 are so screwed up --

23 MR. FRIES: Objection to the characterization of the
24 records. I move that that be stricken from the record.

25 THE WITNESS: I have the proof here. I mean, I don't

1 know what I can do. I mean --

2 JUDGE COCHERES: All right, let me just rule and say
3 it's denied. Mr. Fries, we'll get into the what the state
4 of your company's records are and you'll certainly have the
5 opportunity to defend it. Go ahead, Ms. Wentz.

6 THE WITNESS: The Pennsylvania Public Utility
7 Commission letter that was sent to me January 14, 2002,
8 their investigation with PP&L, I mean, it's basically
9 showing, they would have got the records from PP&L stating I
10 still owe \$181.16, and this was January 14, 2002.

11 I had already made payment in August of 2001 of the
12 \$56.86, and it was on the PP&L records, and I'm still
13 getting that I owed \$181.

14 So I had to fight that battle with the credit people,
15 explaining to me that I didn't even owe that amount. I did
16 pay my share, but the remaining share was, you know, Mr.
17 Sunday's responsibility and he had no problem with it.

18 I got a check from him. He stated, "Hey, that's my
19 responsibility." But it's just, I've battled with this up
20 and down for all this time. I mean, I am not saying I am
21 not wrong in any part of this. I mean, I am not saying
22 that, yes, I should have followed up and made sure Mr.
23 Sunday took my name off. I didn't do that, okay.

24 But it's not my fault that they couldn't contact me
25 because they didn't have the correct records. I have so

1 many records in PP&L, we have businesses, my house, my name
2 is on their account. You can't tell me they can't call by
3 name.

4 They state they don't use old records. Okay, then
5 why do they have my old telephone number that's eight years
6 old? So I mean, there was ways they could have contacted me
7 and I would gladly have settled this. It's just the point
8 that they're not willing to work with me in regards to
9 getting my credit cleared.

10 All's I want is them to have an official letter
11 stating that it's a mutual problem, that the credit should
12 be cleared, you know, PP&L takes fault, Kelly Wentz takes
13 fault. I'm not saying I'm not wrong a hundred percent, but
14 you know, they have to vouch that they're wrong, also.

15 That's basically all I have to say.

16 JUDGE COCHERES: Well, Ms. Wentz, I need to fill in a
17 few details.

18 THE WITNESS: Okay.

19 JUDGE COCHERES: You started with the words, "I moved
20 out of the mobile home." What was the address of the mobile
21 home?

22 THE WITNESS: 34 South Middlesex Road.

23 JUDGE COCHERES: All right. And when did you move
24 out of that mobile home?

25 THE WITNESS: I moved out of the home 9/30/2000,

1 September 30th.

2 JUDGE COCHERES: And when do you think you called PPL
3 to have your name removed from the bill?

4 THE WITNESS: I called it in September, because I had
5 everything set up so when we moved into our new home
6 October, I called all the utilities.

7 But like I said, when I called in, I mean, they have
8 their thing of records when they do things but they don't
9 have a record in the thing of records when a woman talks to
10 you in regards to -- I talked to the woman. I told her, I
11 don't want Mr. Sunday paying for a disconnect because he's
12 going to need the property.

13 So I said, you just need to change it over to his
14 name, and that's when the problem started because I never
15 followed up and Mr. Sunday probably forgot.

16 JUDGE COCHERES: And have you paid the bill through
17 September 30, 2000 on the mobile home?

18 THE WITNESS: The last bill that was sent was part of
19 this bill that they tried to reach me with. See, when I
20 called in, I said, "Make sure you forward the stuff to my
21 new address," so I -- I'm sorry, I don't sit at my mailbox
22 waiting for bills. I hate to open my mailbox.

23 But you know, that's the part that's a lack of me not
24 following up, but if it's not in front of you to take care
25 of, I don't care, nobody does it.

1 But I did pay what was my responsibility and that's
2 when I sent the payment in to PP&L with a letter stating,
3 you know, what needs to be done with this remaining balance.

4 JUDGE COCHERES: And that letter was dated August
5 21st?

6 THE WITNESS: August 21st.

7 JUDGE COCHERES: Of what year?

8 THE WITNESS: Two thousand one.

9 JUDGE COCHERES: All right. And that included
10 payment in the amount of \$56.86?

11 THE WITNESS: That's correct.

12 JUDGE COCHERES: All right. Are you telling me that
13 you first complained to our Commission's Bureau of Consumer
14 Services?

15 THE WITNESS: When I made the complaint was after the
16 credit people kept after me in regards to not switching it
17 to Mr. Sunday's name, that they were still on me that I was
18 responsible for this amount and I could get nowhere.

19 I mean, Mr. Sunday gave me the check. As soon as I
20 found out about it, I went to him and he gladly gave me --
21 he said, "No, that's my responsibility." But they would not
22 work with me in regards to clearing my name off of the, you
23 know, switching it to him.

24 You know, if anything, my credit should have that I
25 have credit against me for \$56.86. I mean, it's just a

1 point at issue in regards to, they won't make their records
2 correct of when I keep trying to get them to do, explain to
3 them.

4 JUDGE COCHERES: Ms. Wentz, I'm sure you didn't mean
5 to do this, but you keep talking about "they" and "them."
6 Who are you talking about when you say "they" and "them"?

7 THE WITNESS: PP&L and also the -- actually, at that
8 time, it was Penn Credit Corporation.

9 JUDGE COCHERES: So you're saying you want me to do
10 something about Penn Credit Association?

11 THE WITNESS: On the original letter from PP&L which
12 is dated August 16, 2001, they have on here, it states that,
13 "Your account balance of \$181.16 has been referred to Penn
14 Credit Corporation for collection." This is a letter from
15 PP&L.

16 JUDGE COCHERES: And what address was it sent to?

17 THE WITNESS: That was sent to my 290 Old Stonehouse
18 Road, Carlisle.

19 JUDGE COCHERES: All right. And that was for the
20 account at 34 South Middlesex Road?

21 THE WITNESS: Yes. This was after I made the
22 complaint.

23 JUDGE COCHERES: When you say "after you made the
24 complaint," are you talking about a complaint you made to
25 the company or to my Commission?

1 THE WITNESS: This was on 8/16/01, it says, "You
2 contacted PP&L regarding your final balance. You indicated
3 you moved from this location in October and requested
4 disconnect was made." It says in here, "To investigate your
5 concerns, we reviewed the documents on the account at the
6 date the final bill was issued."

7 And it says, "We're unable to locate any request,"
8 you know, basically states all this, and it just tells me my
9 account, which is what's attached, and what the amount is
10 and everything.

11 I mean, I get all these official letters, but nobody
12 is willing to work with me on this. And that's when they
13 sent the thing, if you don't agree with this report, you
14 can, you know, file an informal complaint with the PUC, and
15 that's what I did.

16 JUDGE COCHERES: Fine.

17 THE WITNESS: I didn't agree with it.

18 JUDGE COCHERES: All right. Mr. Fries, do you have
19 questions?

20 MR. FRIES: Yes, I do, Your Honor.

21 CROSS-EXAMINATION

22 BY MR. FRIES:

23 Q. Mrs. Wentz, you were asked by the Judge what the
24 address was where the trailer was located, and I think you
25 said 34 South Middlesex Road?

1 A. That's correct.

2 Q. Was that also RR 1, Carlisle, PA, 17013?

3 A. Yeah, that's what's on PP&L's bill, but we
4 didn't put that on our mailing address.

5 Q. Okay. But that was on PPL's bills that you
6 received?

7 A. Yes.

8 Q. All right.

9 A. When I was living there.

10 Q. All right. And when you moved, you moved to 290
11 Old Stonehouse Road in Carlisle?

12 A. That's correct, of which I also had service
13 there at the time, too.

14 Q. Okay. And when you moved, did you notify the
15 postal authorities to forward your mail to your new address?

16 A. That was the only bill that I had there. I
17 didn't have -- my legal mailing address was 290 Old
18 Stonehouse Road. I had a mailbox there from day one when we
19 started building. I never actually put my mailing address
20 to the trailer.

21 Q. All right. When you had the PPL account, did
22 you notify PPL to send the bills to the 34 South Middlesex
23 Road address?

24 A. Yes, I did. That's when I called in to have
25 them switch it to Mr. Sunday, and that's when the lady told

1 me I can't do that, that he has to call in.

2 Q. Okay. Just so we're clear, when you called PPL,
3 and I take it you called them sometime in September of 2000?

4 A. Yes. It would have been before I moved out.

5 Q. Okay. You did not call to disconnect service,
6 is that --

7 A. No, I did not.

8 Q. I'm sorry, I didn't hear your answer.

9 A. I did not.

10 Q. Okay. You called to transfer service to the
11 name of your landlord?

12 A. Yes, and they wouldn't let me do it.

13 Q. Okay. And that was because you were told that
14 the landlord had to call in to accept the service?

15 A. Exactly.

16 Q. All right. And I think you've acknowledged in
17 your testimony that you never checked with Mr. Sunday to see
18 if he had in fact called in to accept responsibility for the
19 service?

20 A. That was after I told him and I never followed
21 it up. I mean, I'm just moving into a home, so I mean, my
22 time is limited, you know, unpacking and everything else.

23 Q. I understand, but you knew when you called PPL
24 in September as a result of that conversation that it was up
25 to Mr. Sunday to call in to have service connected in his

1 own name?

2 A. Yes.

3 Q. And you never made any other calls to PPL at
4 that time to request either the discontinuance of the
5 service or the transfer of the service?

6 A. No, I didn't. I just assumed that he did it and
7 everything was taken care of until I received all this
8 stuff.

9 Q. Okay. When did you establish this account with
10 PPL at the Middlesex Road address?

11 A. We were in there I guess a year.

12 Q. Okay. And when you were there, did you give
13 them the address at which bills were to be sent to?

14 A. It was the address where we were at. I called
15 when we were in our old home, which was 171 Fairview Drive.

16 Q. I understand, but when you established service
17 for 34 South Middlesex Road, did you give that address to
18 PPL to send the bills to?

19 A. Yes, that's where the established was. We
20 didn't have our mailbox up yet.

21 Q. Okay. And at no time did you tell PPL to send
22 the bills for that address to any other address; isn't that
23 also correct?

24 A. I did that when I called in to the girl to
25 explain to her to transfer it to Mr. Sunday.

1 Q. And who did you speak with?

2 A. I don't -- I didn't write that down. I mean, I
3 didn't think I'd have to go through all this.

4 Q. Okay. Do you remember what the date of that
5 conversation was?

6 A. I go to the beach every year the fortieth week
7 of the month, so it had to be in the middle of the month
8 because I came home on the 30th or the 29th or the 30th, and
9 that was the night we moved out.

10 JUDGE COCHERES: Wait a minute, wait a minute.
11 There's something we didn't hear correctly. When do you go
12 to the beach?

13 THE WITNESS: I go to the beach, like this week,
14 next, the 20th to the 27th, I'll be gone. We have a time
15 share. So I called before I went to the beach. So I mean,
16 I didn't write these dates down. I called all of them. I
17 called, you know, the telephone. I called the cable. I had
18 everything disconnected. I went through the whole list.

19 JUDGE COCHERES: No, no, no, no. I'm still having a
20 problem. Ms. Wentz, to us here in Harrisburg, it sounded
21 like you said that you go to the beach on the fortieth day
22 of the month.

23 THE WITNESS: No, no, no, week, fortieth week.

24 JUDGE COCHERES: Fortieth week?

25 THE WITNESS: Yes.

1 MR. FRIES: Of the year.

2 THE WITNESS: There's so many weeks. The fortieth,
3 that Friday, is the week that we have the time share.

4 JUDGE COCHERES: Okay. But that's not of the month,
5 it's of the year, isn't it?

6 THE WITNESS: (Inaudible) --

7 JUDGE COCHERES: I'm sorry, Ms. Wentz, we're losing
8 you completely. I'm sorry to get hung up on this, but we're
9 trying to understand --

10 THE WITNESS: (Inaudible) -- September, a Tuesday
11 like around the 19th, the 20th or whatever is when we leave,
12 that Friday.

13 JUDGE COCHERES: Okay.

14 THE WITNESS: Okay. When you have a time share, you
15 have a certain week. That is your week every year.

16 JUDGE COCHERES: So it's the fortieth week of the
17 year?

18 THE WITNESS: Whenever that is. I'm pretty sure it's
19 the fortieth. Don't quote me on that. I'd have to look
20 back through. It's the fortieth or -- but it's in
21 September. It usually falls around the 19th, the 20th, that
22 Friday we leave.

23 So I would have called before we left for the beach
24 because I'm gone all week, and that night we came home is
25 when we moved into the home. The builder had the home done

1 during the week that I was gone.

2 JUDGE COCHERES: Okay. I'm sorry --

3 THE WITNESS: (Inaudible) -- all the utilities,
4 because I knew I was moving in. I took care of all the
5 utilities, calling in.

6 JUDGE COCHERES: Fine. Mr. Fries, I'm sorry to have
7 interrupted you. Please continue.

8 MR. FRIES: Thank you, Your Honor.

9 BY MR. FRIES:

10 Q. Mrs. Wentz, when you moved to your home on Old
11 Stonehouse Road, did you notify the Post Office of your
12 forwarding address?

13 A. I didn't have to. That was my legal mailing
14 address.

15 Q. Just please answer my question. Did you notify
16 them of your new address?

17 A. When I left 171 Fairview Drive, my legal address
18 was notified to the Post Office to be 290 Old Stonehouse
19 Road.

20 Q. Okay. But you also had a mailbox at 34 South
21 Middlesex Road; isn't that correct?

22 A. The only thing that came there was PP&L.

23 Q. Okay. When you moved from Middlesex Road to
24 your new address, did you inform the Post Office?

25 A. Sir, that wasn't my legal address. My legal

1 address was 290 Old Stonehouse Road. I got all my mail from
2 my old house to my new house being built.

3 Q. Okay. But can you answer my question? When you
4 moved from Middlesex Road to Old Stonehouse Road, did you
5 notify the Post Office that you had moved?

6 A. No, I didn't, because the only mail I had was
7 PP&L and I called in and gave the girl the address to
8 forward it to my new address which they already had on file.

9 Q. Okay. Now, you believe that you're only
10 responsible for \$56.16 of the final bill for Middlesex Road;
11 is that correct?

12 A. That's correct, and I paid that.

13 Q. Okay. And you paid that sometime in August of
14 2001; isn't that correct?

15 A. Matter of fact, I paid it twice.

16 Q. Okay. Well, do you recall telling Ms. Scott and
17 me at a conference that your secretary sent in the wrong
18 account slip for that payment?

19 A. Well, in our computer system when the check was
20 sent --

21 Q. Okay. So --

22 A. Sir, excuse me a minute. Whenever my check was
23 sent, okay, the check number has the account number on which
24 was the wrong account.

25 Q. Okay. So that was an error by your office;

1 isn't that correct?

2 A. Let me finish, okay? But the stub to the bill
3 was put in with that check, so the only thing they took off
4 was the check number, the account on the check number. They
5 didn't look at the stubs that were inside the envelope.

6 Q. Okay. But the account, the check prepared by
7 your office had another account number?

8 A. Just the check.

9 Q. Okay. And PPL applied the check to that
10 account?

11 A. Exactly. They didn't, they failed to look at
12 the stub that was in there.

13 Q. Okay. But in any event, the \$56.16 was credited
14 to the account which you're disputing; isn't that correct?

15 A. \$56.86 was not part of the dispute. I paid
16 that. That is my responsibility.

17 Q. Okay. But that was not paid until August of
18 2001, nearly a year after you moved out of the premises;
19 isn't that correct?

20 A. Because that is when PP&L contacted me --
21 actually, it was either PP&L or it was the credit people,
22 contacted me that I owed this money and that was the first I
23 knew about it.

24 Q. Okay. Well, are you saying that you had never
25 received a final bill from PPL?

1 A. No, I didn't.

2 Q. Did you ever call PPL to tell them that you had
3 not received a final bill?

4 A. Well, I don't look for bills in my mail. I'm
5 sorry.

6 Q. Okay. So to answer my question, you never
7 called PPL to tell them that you received a final bill;
8 isn't that correct?

9 A. Would you call to find final bills?

10 Q. Did you ever call PPL to tell them that you had
11 not received a bill, whether it was the final bill or
12 otherwise, for services that you received in Middlesex Road
13 through September of 2000?

14 A. No, I did not. They were supposed to forward it
15 to my new address.

16 Q. I see. And I take it you're going to tell me
17 that you did not get that bill?

18 A. No, I did not. I never got a bill.

19 Q. And when you did not get the bill, you did not
20 call up to see where it was?

21 A. Nope.

22 Q. Okay. And in fact, you did not send in payment
23 for the \$56.16 until you received a notice from the
24 collection agency; isn't that correct?

25 A. That's when I found out I owed the money.

1 Q. I see.

2 A. I have four PP&L accounts. I just pay the bills
3 when they come in the mail.

4 Q. I see.

5 A. I don't pay bills that I don't see.

6 Q. Okay.

7 A. I don't think you do either, sir.

8 Q. All right. Mrs. Wentz, with respect to a check
9 which your complaint refers to, you say in your complaint
10 that you received a check from Mr. Sunday payable to PPL for
11 \$124.30. Do you remember saying that in your formal
12 complaint?

13 A. Yes, I do.

14 Q. And that complaint was filed I believe in
15 February of this year. When did you receive that check from
16 Mr. Sunday?

17 A. January forty -- twenty-fourth, 2002, he wrote
18 it out to me.

19 Q. Okay. And --

20 A. I contacted him as soon as I got the bill in
21 regards that I was responsible for this bill, and he gladly
22 paid because he knew that he was responsible from October on
23 until the new tenant went in.

24 Q. Did you ever send that check to PPL?

25 A. No, I didn't.

1 Q. Do you still have that check today?

2 A. Sitting right here in front of me.

3 (Pause.)

4 A. And I also notified Mr. Sunday I didn't send it.
5 He sat here and read off of it. He knows I have it.

6 MR. FRIES: Thank you. That's all I have on cross-
7 examination, Your Honor.

8 JUDGE COCHERES: Ms. Wentz, without repeating
9 yourself, is there any other part of the story that you have
10 failed to tell me that you want me to know about?

11 THE WITNESS: I think you've heard it all.

12 JUDGE COCHERES: Okay. Thank you very much.

13 (Witness excused.)

14 JUDGE COCHERES: I'm going to turn my attention now
15 to the company's side of the case. Mr. Fries, do you have
16 witnesses for me?

17 MR. FRIES: Yes, Your Honor. PPL calls Anita Scott.

18 JUDGE COCHERES: Ms. Scott, would you raise your
19 right hand?

20 Whereupon,

21 ANITA E. SCOTT

22 having been duly sworn, testified as follows:

23 JUDGE COCHERES: Counselor?

24 MR. FRIES: Thank you, Your Honor.

25 DIRECT EXAMINATION

1 BY MR. FRIES:

2 Q. Would you state your full name and business
3 address for the record, please?

4 A. Anita, middle initial E., last name Scott, 827
5 Houseman Road, Allentown, PA.

6 Q. Okay. And Ms. Scott, are you employed by PPL?

7 A. Yes, I am.

8 Q. In what capacity?

9 A. Customer service representative in the credit
10 department.

11 Q. And how long have you been in your current
12 position?

13 A. Nine years.

14 Q. Are you familiar with the issues in this
15 complaint?

16 A. Yes, I am.

17 Q. And how did you become familiar with these
18 issues?

19 A. At the time the customer, Mrs. Wentz, filed her
20 -- (inaudible) -- Utility Commission.

21 THE REPORTER: I'm sorry, I didn't hear that.

22 THE WITNESS: At the time the customer filed her
23 complaint with the Public Utility Commission.

24 JUDGE COCHERES: All right, let's go off the record
25 for a moment.

1 (Discussion off the record.)

2 JUDGE COCHERES: Back on the record.

3 Please continue, Mr. Fries.

4 MR. FRIES: Thank you, Your Honor.

5 BY MR. FRIES:

6 Q. Ms. Scott, I'd like to direct your attention to
7 PPL's proposed hearing exhibit. Can you identify PPL
8 Hearing Exhibit 1, please?

9 (Whereupon, the document was marked
10 as PPL Hearing Exhibit No. 1 for
11 identification.)

12 A. Yes. This is a statement of account --
13 (inaudible) -- of the customer, Kelly L. Wentz, her current
14 residence of 290 Old Stonehouse Road.

15 Q. Is that the current address of the complainant?

16 A. Yes, it is.

17 MR. FRIES: Your Honor, at this time, I would note
18 for the record that I had intended to send a copy of the
19 account statement for the service address in question.
20 Unfortunately, that was not included.

21 I would request permission to submit to Your Honor,
22 following today's hearing with a copy to Mrs. Wentz, a copy
23 of the account statement for the account address in
24 question.

25 JUDGE COCHERES: Mr. Fries, I certainly have no

1 problem with your wanting to send the account statement. My
2 problem is that it is -- well, let me ask, Ms. Wentz?

3 MS. WENTZ: Yes.

4 JUDGE COCHERES: As far as I'm concerned, the account
5 statement will be admissible, but if Mr. Fries sends it to
6 me, he will send you a copy and you should have the
7 opportunity to take a look at it and at least tell me if you
8 have any reason to disagree with it.

9 MS. WENTZ: I can tell you now, there's nothing -- I
10 mean, there's nothing these papers are going to show me. I
11 looked through all these. I mean, it's fine. I'm not
12 disputing the bill. I'm disputing in regards to them having
13 the wrong information on my telephone number. They had ways
14 to contact me that they did not.

15 JUDGE COCHERES: Okay. Fine. I --

16 MS. WENTZ: I mean, I don't -- you know, in regards
17 to my bill when stuff was paid, you know, and just, you
18 know, like the instance of me paying the bill twice, you
19 know, I take half the fault on that also, but I paid it.

20 So I mean, I sent two checks in. I'm not disputing,
21 you know, there was an error on our part in our office. I
22 sent it in again.

23 JUDGE COCHERES: Okay, fine.

24 MS. WENTZ: I mean, I don't think any of these papers
25 really show you anything in regards to -- I'd like to know

1 what they're trying to show, maybe, you know. I'll listen
2 to that.

3 JUDGE COCHERES: Okay, fine. That's what I needed to
4 know. Mr. Fries, you can file that as late-filed Exhibit
5 No. 5.

6 MR. FRIES: Thank you, Your Honor.

7 JUDGE COCHERES: Fine.

8 BY MR. FRIES:

9 Q. Ms. Scott, I show you what has been marked and
10 will be submitted as PPL Hearing Late Exhibit 5. Can you
11 identify this document?

12 (Whereupon, the document was marked
13 as PPL Hearing Exhibit No. 5 for
14 identification.)

15 A. Yes. This is the statement of account for Kelly
16 Wentz for the address of 290 Old Stonehouse Road, RR 1, in
17 Carlisle, PA.

18 Q. And when was this account established?

19 A. The account was opened on December 1, 1999.

20 Q. And is the data on this document true and
21 correct to the best of your knowledge, information and
22 belief?

23 A. Yes, it is.

24 Q. And is this information contained in PPL's
25 computerized records that are kept by PPL in the ordinary

1 course of its business?

2 A. Yes, it is.

3 Q. What is the mailing address on the account
4 statement?

5 A. 34 South Middlesex Road, RR 1, Carlisle, PA.

6 Q. And in connection with this case, have you
7 reviewed all of the records with respect that PPL has with
8 respect to this account?

9 A. Yes, I have.

10 Q. And are those records maintained by PPL in the
11 ordinary course of its business?

12 A. Yes, it is.

13 Q. And were the entries in those records made at or
14 contemporaneously with the events in question?

15 A. Yes.

16 Q. According to PPL's records with respect to this
17 account, did it at any time have any other mailing address
18 other than the actual service address at Middlesex Road?

19 A. No, we did not.

20 Q. Were bills, according to PPL's records, were
21 bills mailed to the complainant at the service address?

22 A. Yes, they were.

23 Q. Okay. And in other words, the mailing address
24 is also the service address?

25 A. That is correct.

1 Q. Were regular monthly bills sent to this address?

2 A. Yes, they were.

3 Q. Okay. And when was the first bill sent to the
4 complainant?

5 A. On January 5, 2000.

6 Q. Were bills sent to this mailing address
7 subsequent to September 30, 2002 (sic)?

8 A. Yes, they were.

9 Q. Okay. On what date or dates were bills sent?

10 A. October 2nd, November 2nd to December 8th.

11 Q. Okay. And is that year two thousand
12 (inaudible) --

13 A. Yes, it is.

14 THE REPORTER: I'm sorry, I didn't hear the year.

15 THE WITNESS: Two thousand.

16 BY MR. FRIES:

17 Q. Were any of those bills returned by the Postal
18 Service as being undeliverable?

19 A. No, they were not.

20 Q. If bills are returned as being undeliverable,
21 are they so noted in PPL's records?

22 A. Yes, they are.

23 Q. What was the amount of the bill which was issued
24 October 2, 2000?

25 A. That bill was in the amount of \$56.16.

1 Q. And what was the amount of the next bill which
2 was issued?

3 A. The bill rendered on November 2, 2000 was for
4 \$23.80, and it also carried the prior balance of \$56.16 from
5 the previous bill.

6 Q. Okay. And what was the last date -- when was
7 the last bill issued on this account for which service was
8 charged?

9 A. On December 5, 2000.

10 Q. And what was the amount of that bill?

11 A. The final bill, the current amount was for
12 \$101.20, and it carried the prior two balances of \$79.96,
13 giving the entire balance due of \$181.16.

14 Q. Okay. And was that amount billed to the
15 complainant on December 8, 2000?

16 A. Yes, it was.

17 Q. And was that bill sent to the mailing address on
18 the account?

19 A. Yes, it was.

20 Q. And what was that mailing address?

21 A. 34 South Middlesex Road, RR 1 in Carlisle.

22 Q. And what was the ZIP code?

23 A. 17013.

24 Q. Okay. And I believe I asked you before, but was
25 this bill returned by the Post Office as being

1 undeliverable?

2 A. No, it was not.

3 Q. And again, if a bill is returned by the Postal
4 Service as being undeliverable, is that noted on PPL's
5 records?

6 A. Yes, it is.

7 Q. Did there come a time when PPL charged off this
8 account?

9 A. Yes, they did.

10 Q. And when did they charge off the account?

11 A. It was charged off on March 8, 2001.

12 Q. What does it mean, to charge off an account?

13 A. That means that PP&L has written off the
14 balance.

15 Q. And did there come a time when PPL turned this
16 account over to a collection agency?

17 A. Yes, they did.

18 Q. And when was that?

19 A. It was referred to Penn Credit on March 7, 2001.

20 Q. Okay. And what is Penn Credit? Is it a
21 collection agency?

22 A. Yes, it is.

23 Q. And was the bill paid as a result of the
24 collection agency's efforts?

25 A. No, it was not.

1 Q. What happened next?

2 A. On August 31, 2001, PPL removed that account
3 from Penn Credit and it was then sold to a company called
4 Inovision.

5 Q. Prior to the sale of the account to Inovision,
6 did PPL maintain an ownership interest in the bill?

7 A. Yes, they did.

8 Q. Was that so even when it was in the hands of
9 Penn Credit?

10 A. Yes, it did.

11 Q. Now, during the time in question which was the
12 fall of 2000 and the year 2001, did PPL make any reports to
13 credit reporting agencies concerning accounts of its
14 customers?

15 A. Yes, we did.

16 Q. Okay. And what did PPL do at that time in terms
17 of its reporting to credit reporting agencies?

18 A. PPL with all customers reports each month to
19 Transunion the payment habit of that customer.

20 Q. Are you saying that all payment information is
21 reported?

22 A. Yes.

23 Q. Okay. For example, if a customer has made
24 regular, timely payments, is that reported to Transunion?

25 A. Yes, it is.

1 Q. Conversely, if payments are not paid by the
2 customer, is that reported to Transunion?

3 A. Yes, they are.

4 Q. What further credit reporting if any does PPL
5 make to Transunion once an account is sold to Inovision?

6 A. Once an account has been sold to Inovision, PPL
7 then removes their trade line from that credit report.

8 Q. What does that mean?

9 A. That means that they no longer owe a debt to
10 PPL.

11 Q. Okay. And is that so indicated to the credit
12 reporting agency?

13 A. Yes, it is.

14 Q. So after August 31, 2002 (sic), what if anything
15 did the Transunion records show with respect to this
16 account?

17 A. The Transunion report would not reflect anything
18 owed to PPL. We would not have a trade line on the
19 customer's credit report.

20 Q. You indicated that this account was sold to
21 Inovision. Does PPL have any control over the activities of
22 Inovision?

23 A. No, we do not.

24 Q. Does PPL have any interest in the debt in
25 question once it's sold to Inovision?

1 A. No, we do not.

2 Q. Does PPL have any ability to control or direct
3 Inovision insofar as reports it may make to any credit
4 reporting agencies?

5 A. No, we do not.

6 Q. I'd like to direct your attention to PPL Hearing
7 Exhibit 2. Do you have a copy of that document in front of
8 you?

9 (Whereupon, the document was marked
10 as PPL Hearing Exhibit No. 2 for
11 identification.)

12 A. Yes, I do.

13 Q. Can you identify PPL Hearing Exhibit 2?

14 A. These are screen prints from the customer's
15 account when they resided at 171 Fairview Drive in Carlisle,
16 PA, 17013.

17 Q. Okay. And what is the purpose of this exhibit?

18 A. This exhibit reflects the date this account was
19 opened, which was January 3, 1987, and when it was closed,
20 which was December 30, 1999.

21 And also on the next page, it lets us know that the
22 customer had requested that the final bill from this address
23 be mailed to the 34 South Middlesex Road in Carlisle.

24 Q. So on this record for this account, there was a
25 contact from the customer?

1 A. That is correct.

2 Q. Are customer contacts noted in PPL's records?

3 A. Yes, they are.

4 Q. Does PPL Hearing Exhibit 2, consisting of three
5 pages -- excuse me, four pages -- reflect the records of PPL
6 with respect to the prior account at 171 Fairview Drive,
7 Carlisle?

8 A. Yes, it does.

9 Q. I'd like to direct your attention to the next
10 portion of the exhibit which is behind a blue page. Can you
11 identify this portion of the exhibit?

12 A. These are screen prints from the customer's
13 account when they resided at 34 South Middlesex Road, RR 1,
14 Carlisle, PA, 17013.

15 Q. And is this the account in question?

16 A. Yes, it is.

17 MR. FRIES: For the sake of identification for the
18 record, I would request that this portion of the exhibit be
19 marked PPL Hearing Exhibit 2A consisting of three pages --
20 consisting of four pages, excuse me.

21 JUDGE COCHERES: So marked.

22 (Whereupon, the document was marked
23 as PPL Hearing Exhibit No. 2A for
24 identification.)

25 BY MR. FRIES:

1 Q. Ms. Scott, does 2A contain the entirety of PPL's
2 records with respect to the account which is subject to
3 dispute in this case?

4 A. Yes, it does.

5 Q. And specifically, what does this portion of the
6 exhibit show?

7 A. This reflects the date that the account was
8 opened, which was December 1, 1999, and also the date that
9 the account was closed which was December 5 of 2000.

10 Q. And why was the account closed?

11 A. The account was closed because a new customer
12 called in to connect service.

13 Q. At the time the account was opened, what was the
14 mailing address that was provided by the complainant?

15 A. 34 South Middlesex Road, RR1, Carlisle, 17013.

16 Q. Was that the same as the service address?

17 A. Yes, it was.

18 Q. Does Exhibit 2A show any contacts with respect
19 to any request for the transfer or disconnection of this
20 account?

21 A. No, it does not.

22 Q. I'd like to direct your attention to the third
23 page of the exhibit -- strike that for the moment. Does
24 Exhibit 2A show any entries or any record of any address
25 change for the mailing of the bill by Ms. Wentz or anyone on

1 her behalf?

2 A. No, it does not.

3 Q. If the complainant had called to provide that
4 information, would it have been so noted?

5 A. Yes, it would have.

6 Q. With respect to the third page of the exhibit,
7 I'd like to direct your attention to an entry from September
8 4, 2001. Do you see that?

9 A. Yes, I do.

10 Q. And is this a printout if you will of PPL's
11 computerized records?

12 A. Yes, it is.

13 Q. And is this particular portion of the exhibit a
14 printout from September 4, 2001?

15 A. Yes, it is.

16 Q. Okay. And does it indicate that account
17 representative the complainant spoke with?

18 A. Yes, it does.

19 Q. And what is the purpose of the comments section
20 on this entry?

21 A. This is the documentation of the conversation
22 that was held between the customer service representative
23 and the party calling.

24 Q. And there has been testimony by Ms. Wentz
25 concerning a payment that she states was mailed in sometime

1 I believe in August. What became of that payment?

2 A. That payment was applied to a different account.
3 it was not applied to the account in question.

4 Q. Okay. And do you know what account it was
5 applied to?

6 A. Yes, I do.

7 Q. What account was it?

8 A. That was applied to the account under her
9 husband's name, James S. Wentz.

10 Q. And what is the --

11 MS. WENTZ: It's James A. Wentz. It doesn't have
12 James S. Wentz. It's "James Wentz" on the paper.

13 BY MR. FRIES:

14 Q. What is the account number for that account?

15 A. It is 0345077009.

16 Q. And according to the contact and the record of
17 the contact, was that payment to have been applied to the
18 account in dispute?

19 A. Yes, it was.

20 Q. Even though the check had the account number
21 from Mr. Wentz's account?

22 A. That's correct.

23 Q. Did PPL comply with Ms. Wentz's request to apply
24 this payment to the account in dispute?

25 A. Yes, they did.

1 Q. Now, on September 4, 2001, did PPL have any
2 ownership interest in this account?

3 A. No, we did not.

4 Q. What did PPL do then with respect to this
5 payment?

6 A. The payment was transferred to the 34 South
7 Middlesex, and that payment in turn was then mailed to
8 Inovision.

9 Q. And why was it mailed to Inovision?

10 A. Because the debt was no longer owed to PPL.

11 Q. I'd like to direct your attention to the next
12 portion of the exhibit which I would request that it be
13 marked as PPL Hearing Exhibit 2B, which consists also of
14 three pages.

15 JUDGE COCHERES: It is so marked as PPL Hearing
16 Exhibit 2B as in boy.

17 (Whereupon, the document was marked
18 as PPL Hearing Exhibit No. 2B for
19 identification.)

20 BY MR. FRIES:

21 Q. Can you identify PPL Hearing Exhibit 2B, Ms.
22 Scott?

23 A. These are screen prints for the customer's
24 current account at 290 Old Stonehouse Road in Carlisle,
25 17013.

1 Q. And when was this account established?

2 A. (Inaudible) --

3 JUDGE COCHERES: We didn't hear that --

4 MS. WENTZ: I didn't hear that, I'm sorry.

5 THE WITNESS: June 29, 2000.

6 BY MR. FRIES:

7 Q. And does PPL's records, does the second page
8 indicate when the connection was issued?

9 A. Yes, it does.

10 Q. And do PPL's records customarily indicate the
11 connection and disconnection dates of accounts?

12 A. Yes, it does.

13 Q. Ms. Scott, I would also like to direct your
14 attention to the next portion of the exhibit which follows
15 the blue page, which I would request be marked as PPL
16 Hearing Exhibit 2C.

17 JUDGE COCHERES: So marked.

18 (Whereupon, the document was marked
19 as PPL Hearing Exhibit No. 2C for
20 identification.)

21 MR. FRIES: Thank you.

22 BY MR. FRIES:

23 Q. Ms. Scott, would you please identify this?

24 A. Yes. These are screen prints from the account
25 under James Wentz at 49 North Locust Point Road,

1 Mechanicsburg, PA.

2 Q. And is this the account to which the check that
3 was sent by Ms. Wentz or her office in or around August of
4 2001, that payment was originally applied to?

5 A. That is correct.

6 Q. I'd like to direct your attention to the second
7 page of the three page exhibit. Does that page contain a
8 notation for a customer contact on or about September 4,
9 2001?

10 A. Yes, it does.

11 Q. Okay. And does that relate to the same or is
12 that the same customer contact as was set forth on PPL
13 Hearing Exhibit 2A?

14 A. No, it is not.

15 Q. Okay. In other words, are these customer
16 contacts noted on two separate accounts?

17 A. Yes, they are.

18 Q. I'd like to direct your attention to the last
19 page of 2C. Can you identify that portion?

20 A. Yes. This is a screen print of the amounts and
21 dates that payment were received and applied to the account.

22 Q. Okay. That is the account of Mr. Wentz; is that
23 correct?

24 A. That is correct.

25 Q. I'd also like to direct your attention to PPL

1 Hearing Exhibit No. 3. Could you identify this document?

2 (Whereupon, the document was marked
3 as PPL Hearing Exhibit No. 3 for
4 identification.)

5 A. This is a decision dated January 14, 2002
6 addressed to Kelly Wentz, answering to her complaint that
7 she filed in regards to the credit reporting and the final
8 bill.

9 Q. This is the BCS decision?

10 A. That is correct.

11 MR. FRIES: If I may have your indulgence for a
12 moment, Your Honor?

13 JUDGE COCHERES: Certainly. We'll be off the record.
14 Signal when you're ready to come back.

15 (Discussion off the record.)

16 JUDGE COCHERES: We're ready.

17 MR. FRIES: Thank you. I'm sorry.

18 BY MR. FRIES:

19 Q. Ms. Scott, did you hear the testimony of Ms.
20 Wentz regarding the fact that she testified that she called
21 PPL to request that the account be transferred to Mr.
22 Sunday, that is the account which she had at Middlesex Road?

23 A. Yes, I did.

24 Q. And what is the connect procedure or transfer
25 procedure, I should say, where a customer requests that

1 their account be transferred to the name of someone else?

2 A. PP&L cannot accept the connect from a third
3 party. We would not be able to accept a connect from Mrs.
4 Wentz if she's calling in to place the account in the name
5 of Jack Sunday. We would have to speak with Jack Sunday.

6 Mrs. Wentz can request to have the service taken out
7 of her name and at that point leave it up to Mr. Sunday to
8 call and have it placed in his name to continue service, but
9 we cannot accept a connect from a third party.

10 Q. Had Mrs. Wentz requested a disconnection without
11 a transfer but just an out and out disconnection, would PPL
12 have honored that request?

13 A. Yes, we would have.

14 Q. There's been testimony by Mrs. Wentz about
15 incorrect phone numbers. Is there any significance to the
16 telephone listings that the company has for billing
17 purposes?

18 A. Yes, there is. When Mrs. Wentz resided at 171
19 Fairview Drive, the phone number at that account was
20 717-249-0442. When she called to connect at the 34 South
21 Middlesex Road in Carlisle, PP&L's system allows us to what
22 we call drag and drop, which means that the information from
23 171 Fairview would be placed on any new connect.

24 Her phone number however did change under new
25 construction for the address on Stonehouse Road because

1 during the time that the job number was rendered, the
2 representative gets all new information and they ask for a
3 current phone number.

4 So when the account was established in June and while
5 it was in the construction, the phone number provided was
6 717-249-2731.

7 Q. Who provided that number?

8 A. The party who called in requesting the job
9 number for the construction, which could be the contractor,
10 the electrician.

11 MS. WENTZ: I object to that. That's not correct at
12 all.

13 JUDGE COCHERES: All right. Ms. Wentz, let me
14 explain. I appreciate that you disagree with that. I will
15 give you an opportunity to explain why you think that is
16 incorrect when we're done with the company's side.

17 MS. WENTZ: Okay, that's fine.

18 JUDGE COCHERES: All right. Continue, counselor.

19 BY MR. FRIES:

20 Q. Did PPL have telephone numbers based upon the
21 information provided to it by Mrs. Wentz or her
22 representative?

23 A. That is correct.

24 Q. For billing purposes, would the telephone
25 numbers be even relevant for the purpose of mailing bills?

1 A. No, they would not.

2 Q. What is PPL's final position in this matter?

3 A. PP&L's position is that the customer, Mrs.
4 Wentz, should contact Inovision in order to have her credit
5 record restored and to submit her payment to them, not PPL,
6 since we have no interest in the debt any longer.

7 Q. So according to PPL's records, Mrs. Wentz does
8 not owe any money on the disputed account, 00420-82048; is
9 that correct?

10 A. That is correct.

11 Q. And is that because it no longer has an interest
12 in the debt?

13 A. That's correct.

14 MR. FRIES: Thank you, Ms. Scott. I have nothing
15 further on direct exam, Your Honor.

16 JUDGE COCHERES: Fine. Ms. Scott, you have the
17 billing information in front of you for 34 South Middlesex
18 Road, don't you?

19 THE WITNESS: That's correct.

20 JUDGE COCHERES: And I believe you already told me
21 that the account was established in December of '99; is that
22 correct?

23 THE WITNESS: That's correct.

24 JUDGE COCHERES: And can you tell me if regular
25 payments were made on that account through September of

1 2000?

2 THE WITNESS: Regular payment was made through the
3 September 5th bill of 2000.

4 JUDGE COCHERES: Fine. And when do your company
5 records indicate, unless you know out of your own personal
6 knowledge, that PPL knew that the final bill for this
7 account was in dispute?

8 THE WITNESS: Hold on one moment, Your Honor.

9 (Pause.)

10 THE WITNESS: Your Honor, that would be on August 16,
11 2001 when Mrs. Wentz called in disputing the final bill
12 referred to the collection agency.

13 JUDGE COCHERES: And tell me about Inovision, Ms.
14 Scott. Does your company have a continuing business
15 relationship with Inovision for the sale of its accounts
16 receivable?

17 THE WITNESS: Yes, we do.

18 JUDGE COCHERES: All right. Ms. Wentz?

19 MS. WENTZ: Yes, Your Honor.

20 JUDGE COCHERES: Now, I'm sure you've seen enough TV
21 programs to know that cross-examination is permitted by you.

22 MS. WENTZ: Okay.

23 JUDGE COCHERES: Now, the trick here is to ask
24 questions. Now, I know that you already disagree with some
25 of the things that she said.

1 MS. WENTZ: I only have one thing. I mean, that's
2 the telephone number.

3 JUDGE COCHERES: Fine. If you have a question about
4 the telephone number, ask it.

5 MS. WENTZ: Okay.

6 CROSS-EXAMINATION

7 BY MS. WENTZ:

8 Q. My question in regards to, I'm not sure what
9 exhibit it is, it's the one where the screen is for account
10 opened 12/01/99 for 34 South Middlesex Road, okay.

11 The telephone number, my information-wise is, when I
12 opened the account originally at Fairview Drive in Carlisle,
13 171 Fairview Drive, Carlisle, that was my telephone number,
14 249-0442 at January 3, 1987.

15 When I called in to get service on December 1st of
16 1999 for 34 South Middlesex Road, I did not give them that
17 telephone number of 249-0442 because that has not been my
18 telephone number for probably it goes back to maybe '85, '86
19 -- I'm sorry, '95, '96, back even further than that. I
20 don't know the exact date. I'd have to dig out when we
21 bought our trailer down at our office.

22 You stated that they do a drop system in regards to,
23 for the information for on the records, so other words,
24 you're stating that -- which I know I did not give my
25 telephone number, that is not my home phone -- that a woman

1 or whoever I talked to when I -- (inaudible) -- failed to
2 put the proper telephone number down? You're stating that
3 the only thing they input is what I tell them? Is that
4 correct?

5 A. I'm saying, when a customer calls in that has an
6 existing account like your address at 171 Fairview Drive,
7 when you call to connect at a new address, so that the
8 information doesn't have to be typed in again, the system
9 that we have will allow us to automatically transfer the
10 information on that account which was reflecting the 0442
11 number, though you stated it had changed, was never updated
12 at the 171 Fairview Drive. So that information, yes, was
13 then applied to the 34 South Middlesex Road.

14 Q. Why would they not correct to my new telephone
15 number?

16 A. Well, because you did not mention that that
17 number had changed at any point at 171 Fairview Drive --

18 Q. Now, ma'am, you just said that you would ask a
19 person, would start all over with fresh information, so why
20 wouldn't they go down through the system and ask for the
21 name, telephone, address, everything?

22 A. I believe I stated that the information on your
23 171 Fairview, if it's an existing account that has never
24 been closed and it's still active, that same information as
25 far as name, Social Security number, phone number, is then

1 placed automatically at a customer's new address.

2 It's not that they'll request new information. The
3 only thing they're requesting is the address that you're
4 connecting to.

5 Q. Okay. Why wouldn't they ask for a telephone
6 number, for the telephone number at that property? Who says
7 I would carry that telephone number along with me?

8 A. Well, they could have asked you that, ma'am, but
9 they did not.

10 Q. Okay. So basically PP&L could be at fault for
11 the telephone number?

12 A. Well, PP&L may be at fault for having an
13 incorrect phone number, but PP&L doesn't necessarily have to
14 have a phone number for a customer.

15 Q. Okay. When I called in in regards to asking
16 PP&L to, if you look back through your records when your
17 people did change my number to be correct, they stated to me
18 that they tried to contact me by phone but the phone was
19 disconnected.

20 So you're stating that they only try to contact
21 people by address only, mailing things? They do not call
22 people?

23 A. The only PPL will call a customer is if an
24 account is up for termination. At that point, we have an
25 option of posting a notice or calling the customer, or if

1 we're returning a customer's phone call.

2 But on accounts that are finaled with an overdue
3 balance of any sort, PP&L does not call customers.

4 Q. Okay. Then why, when I called in, did they
5 state to me that they tried to call and the number was
6 disconnected?

7 A. If they called you during the period when the
8 bill was left unpaid and they called the 249-0442, because
9 that account was still active, but yet it was running
10 overdue, if they tried to contact you, then yes, that phone
11 number would be disconnected. But they're working off of
12 that account, not your account at the 290 Old Stonehouse
13 Road.

14 Q. But the reason why they don't have the correct
15 number is because they failed to put the correct number in
16 there, right?

17 MR. FRIES: Well, Your Honor, I object. I think the
18 question is asked and answered and it's argumentative.

19 JUDGE COCHERES: Ms. Wentz, you have talked about
20 this before. I understand what your point is. I think you
21 probably need to move on.

22 MS. WENTZ: Okay. That was basically all the
23 question I have. I mean, I don't have, other than the
24 telephone number -- they could have called me and they
25 didn't.

1 JUDGE COCHERES: Fine.

2 Ms. Scott, does your company cross-reference accounts
3 for the same customer? In other words, can you tell,
4 looking at one account, that the customer has more than one
5 account?

6 THE WITNESS: No, sir, you cannot.

7 JUDGE COCHERES: Do you even cross-reference by name?

8 THE WITNESS: If you do a search by name, Your Honor,
9 and if all the names are spelled exactly the same, then it
10 will pull up every existing account for that customer.

11 JUDGE COCHERES: Okay.

12 THE WITNESS: But if it's an account, for my example,
13 if my account is in the name of Anita E. Scott, and they may
14 search "Anita Scott," they may not come across it.

15 MS. WENTZ: Okay.

16 THE WITNESS: It's that sensitive.

17 MS. WENTZ: Can I ask a question?

18 JUDGE COCHERES: Certainly.

19 BY MS. WENTZ:

20 Q. My question would be then, if that is the case,
21 how do they check credit on a PP&L person when they call to
22 get new connections? How do they know you already have
23 service? I mean, you know, you give them like your Social
24 Security number and that stuff. I mean, I can see on the
25 one listing, how -- wouldn't they connect them together?

1 A. If a customer provides us with a Social Security
2 number and if that Social Security number is on all of their
3 records, it will pull up everything.

4 Q. Okay.

5 A. In addition, what we also do is just run a
6 Social Security number through the credit agency. And you
7 will find a lot of customers will not provide their Social
8 Security number, and they may have it on two accounts where
9 they may have 15 accounts with us, but we're only going to
10 get those two that the Social Security number is on.

11 JUDGE COCHERES: Is there any more questions, Ms.
12 Wentz?

13 MS. WENTZ: No, that's all I have. I want this to
14 soon end. I have to go. I have payroll people waiting for
15 their checks.

16 JUDGE COCHERES: And Mr. Fries, do you have any more
17 questions?

18 MR. FRIES: Yes, Your Honor, just very briefly.

19 REDIRECT EXAMINATION

20 BY MR. FRIES:

21 Q. Ms. Scott, I'd like to redirect your attention
22 to PPL Hearing Exhibit 2A, the third page of 2A. You were
23 asked by His Honor regarding an entry I believe on August
24 16, 2001.

25 A. Yes.

1 Q. Okay. I think you indicated that -- well, what
2 happened on that date?

3 A. The customer called in, Kelly Wentz, disputing
4 that her final bill was referred to the collection agency
5 and that she did not owe that bill, and we provided her with
6 the disconnect date.

7 And at that time, she also requested a statement of
8 account. We sent that with what we call a full utility
9 report, Your Honor. What that is, in writing, letting the
10 customer know that they can contact the Public Utility
11 Commission. And we put a hold on the account from that date
12 for ten days.

13 Q. Within those ten days, did PPL receive any
14 notice that Ms. Wentz had filed any complaint, either
15 informal or formal, with the Public Utility Commission?

16 A. No, we did not.

17 Q. Okay. And what happens after the expiration of
18 the ten day period?

19 A. Then that will close and the account remains on
20 its normal course.

21 Q. Now, as of the date this account was sold to
22 Inovision on August 31, 2001, had PPL received any
23 notification that Mrs. Wentz had filed any complaint with
24 the Public Utility Commission?

25 A. No, we had not.

1 MR. FRIES: Thank you. I have no further questions
2 on redirect, Your Honor.

3 JUDGE COCHERES: Thank you, Mr. Fries. There's a
4 point I missed here, and I'm sorry. I'm looking at page
5 three of Exhibit 2A. When did Mrs. Wentz call in about the
6 account?

7 THE WITNESS: Your Honor, that was on August 16,
8 2001.

9 JUDGE COCHERES: All right. So if she called in on
10 August 16th, you still had a property interest in the
11 account?

12 THE WITNESS: Yes, we did.

13 JUDGE COCHERES: And you held for ten days?

14 THE WITNESS: That is correct.

15 JUDGE COCHERES: All right. And you sold the account
16 on August 31st?

17 THE WITNESS: That is correct.

18 JUDGE COCHERES: Okay. Are there any other questions
19 for this witness?

20 MR. FRIES: I'm sorry, Your Honor. No, Your Honor,
21 no further questions.

22 JUDGE COCHERES: Fine.

23 MS. WENTZ: I do have a question.

24 JUDGE COCHERES: All right, Ms. Wentz.

25 RECROSS-EXAMINATION

1 BY MS. WENTZ:

2 Q. Okay. If I called in on August 16th to inquire
3 about a bill I did not know about and then I sent in the
4 payment for the part that I did owe and disputing what the
5 balance due is in regards to -- so other words, you sold the
6 account on what, August 30th, is that correct, of 2001?

7 MR. FRIES: I'm sorry, could you repeat the question?

8 BY MS. WENTZ:

9 Q. You sold the account August 30, 2001; is that
10 correct?

11 A. August 31st, that's correct.

12 Q. Okay. Why would you sell an account August 31,
13 2001 when I did send in a payment and a statement stating,
14 and trying to work out this account? Why would you just
15 drop it and sell it to somebody else rather than PP&L to
16 settle this on their own, and just throw it out of their
17 hand?

18 (No response.)

19 Q. You see what I'm saying? I made a payment on
20 August 23rd of 2001 which you show it went in, I guess, the
21 wrong account, and then I called again, and then I sent
22 another payment in. Why would you all of a sudden, you
23 know, when someone's trying to work on an account, why would
24 you send it in to a collection agency when I am attempting
25 to work on it?

1 A. Whenever an account is finalized and the customer
2 disputes the final bill or they need additional time to pay
3 that bill, what the customer has to do is be set up on a
4 payment arrangement. If a customer sends in partial
5 payments, Mrs. Wentz, it will not remove her from collection
6 unless there is an agreement on the account saying that the
7 customer will send in a flat amount each month.

8 But it's just like even active accounts, if a
9 customer should be carrying overdue and they send in partial
10 payment, yes, they may be making regular payments, but
11 because it's not covering the balance, their account still
12 remains in collections without an agreement on the account.

13 Q. So whenever a customer calls in and states that
14 there's a problem with this account, other words when I
15 called in to state that I had a problem with this account,
16 that I would pay my balance and I mailed it in and had, you
17 know, to switch it to Jack Sunday, you didn't respond in
18 regards to telling me that I have, you know, it's been
19 turned over to Penn Credit. You just did it. You didn't,
20 you know, come back to me and say -- I mean, you just took
21 it out of your hands.

22 When I was dealing with PP&L on August 21st of 2001,
23 you know, August 31, 2001, you sent it in. You didn't even
24 give it a month chance, I mean, for a month. I mean, if I
25 made a payment with next month, I could see you turning the

1 account over. You didn't give me a chance to work on
2 getting this account taken care of.

3 A. Well, you --

4 Q. You sold it on August 31st.

5 A. What --

6 Q. I did make an attempt to make a payment on it.
7 Go ahead. I'm sorry.

8 A. I'm sorry for interrupting you. What we would
9 have needed, Mrs. Wentz, to avoid that from occurring, was a
10 statement or an agreement from you saying that, I am going
11 to pay \$56 in September or August, and I'm going to pay \$56
12 in October and \$56 in November, whatever the amount would be
13 or however you wanted to divide up that final payment.

14 Now, I understand there's a disagreement with Mr.
15 Sunday not calling in, but even clearing that up and getting
16 the money from Mr. Sunday, he would actually have paid that
17 bill for you, but to remove it from collection, we have to
18 have what's called like -- (inaudible) -- payments. And
19 that will put a hold on the account as long as that
20 agreement is kept, and it's not forwarded to any agency.

21 Q. Okay, I understand that. My question to you is,
22 when I did call in in August, when I was aware of the bill,
23 I was willing to take care of it, okay. I sent in the
24 payment that I was responsible for. I gave you people
25 information to who the other part was responsible for.

1 No one ever called me back or I never received
2 another bill from PP&L because I did update my information
3 when I called in. I did talk to the girl and explain to her
4 that I was not responsible for this part.

5 No one was willing to work with me on that end,
6 telling me I needed to do this, like you're explaining to
7 me. I wasn't talking to you then. I was talking to your
8 just customer service when I called in.

9 A. Uh-huh.

10 Q. So no one was willing to work to me and tell me
11 what I needed to do other than all of a sudden I got the,
12 you know, credit people after me. I was trying to work,
13 when I sent my payment in, I showed that to you.

14 But the part that I wasn't responsible for, I mean,
15 this could have been straightened out then but PP&L threw it
16 out the door to a credit person.

17 A. Can I ask you a question, Mrs. Wentz?

18 Q. Sure.

19 A. When the account was with Penn Credit, had they
20 contacted you at all?

21 Q. Yes, they did.

22 A. Okay.

23 Q. That was the gentleman that was very nasty to
24 me.

25 A. Okay. But see, when it was Penn Credit --

1 Q. That is when I called again and that's when they
2 had the wrong amount, and I had already sent the amount in.

3 A. If we start from when the account is finalized,
4 and say you get the final bill, at that time, if you
5 disputed it, that was no problem. Once it goes --

6 THE REPORTER: Stop.

7 (Pause for tape change.)

8 JUDGE COCHERES: We had to stop for the court
9 reporter. Go ahead. You were talking about Penn Credit.

10 THE WITNESS: The customer is given the opportunity
11 with Penn Credit to set up payment arrangements, also.

12 MS. WENTZ: Okay. I'll interrupt you. Penn Credit
13 wanted \$181. I didn't owe that amount. They wouldn't even
14 listen to me. I mean, I already paid PP&L \$56.86. So I
15 mean, you're saying you turned the credit over August 31st.
16 Well, Penn Credit was already set up and owing \$181 and that
17 was August 31st, you say you turned it over.

18 THE WITNESS: Right. But Penn Credit had it in March
19 of 2001. They had it up until the time that it was then
20 sold to Inovision.

21 MS. WENTZ: Okay, okay.

22 THE WITNESS: So at that time, they had the balance
23 of the \$181.16. That's what the payment arrangement would
24 have been made on. They wouldn't have been made aware of
25 any \$56 payment.

1 MS. WENTZ: But see, I did not receive any
2 notification from them at all until after, you know, like I
3 received a thing from PP&L but I never received notification
4 from the Penn thing and that's when they sent me the bill
5 for \$181.

6 (Pause.)

7 JUDGE COCHERES: Are we finished, ladies?

8 MS. WENTZ: Yes.

9 JUDGE COCHERES: All right. Mr. Fries, is there
10 anything more?

11 MR. FRIES: Your Honor, can I just check one thing,
12 please, for a moment?

13 JUDGE COCHERES: We'll be off the record.

14 MR. FRIES: Thank you.

15 (Discussion off the record.)

16 JUDGE COCHERES: Back on the record.

17 MR. FRIES: Your Honor, I would like to move for PPL
18 Hearing Exhibits 1, 2 including 2A, 2B and 2C, and also PPL
19 Hearing Exhibit 3.

20 Your Honor had given me permission to introduce as
21 PPL Late Exhibit 5 -- should that be No. 4, Your Honor?

22 JUDGE COCHERES: No. You sent me an Exhibit No. 4.

23 MR. FRIES: That's correct, I'm sorry. That was the
24 update. I'm sorry. One other request, Your Honor. PPL
25 would still be willing to consider a settlement of the

1 matter, and I'm not sure if Your Honor would permit the
2 parties to speak between themselves sometime between now and
3 the next two weeks to see if the case could be resolved.

4 JUDGE COCHERES: I'm certainly not going to stop you
5 from having settlement conferences with Ms. Wentz. I'm only
6 sorry that we were not able to settle it today, but I would
7 encourage you to do that.

8 Have you finished your evidentiary presentation,
9 counselor?

10 MR. FRIES: Yes, I have, Your Honor.

11 JUDGE COCHERES: Thank you.

12 MR. FRIES: PPL rests.

13 MS. WENTZ: Kelly Wentz rests.

14 JUDGE COCHERES: I'm sorry, Ms. Wentz, I didn't hear
15 you.

16 MS. WENTZ: Kelly Wentz. I rest, too. I have to get
17 off the phone. I have my office calling our line.

18 JUDGE COCHERES: All right, fine. In that case, Ms.
19 Wentz, I'm going to give you a very brief thumbnail sketch
20 of what happens next.

21 MS. WENTZ: Okay.

22 JUDGE COCHERES: First of all, we have admitted PPL
23 Exhibits 1, 2, 2A, 2B, 2C, 3 and late filed Exhibit No. 5.

24 (Whereupon, the documents marked as
25 PPL Hearing Exhibits Nos. 1, 2, 2A,

1 2B, 2C, 3 and 5 were received in
2 evidence.)

3 JUDGE COCHERES: All right. Second, the court
4 reporter will have 21 days or 15 business days to do a
5 transcript of this proceeding, at which point a 90 day time
6 limit will start to run on my writing a decision in this
7 case.

8 If I need more than 90 days, I'm allowed to have it,
9 but I usually get things done in 90 days, so my decision
10 will probably be done in about four months from now in round
11 numbers.

12 And it will be sent to you with a cover letter
13 explaining what your rights are, whether you agree with the
14 decision, if you do, that's fine, if you don't agree with
15 it, what you have to do to defend your position.

16 And it will give you certain time limits that have to
17 be observed. In a nutshell, those are called your
18 opportunity to file exceptions, which is your opportunity to
19 tell the Commission what I did wrong, and you send a copy of
20 that to Mr. Fries and he would have the same opportunity and
21 time period that you would. He will send a copy to you.

22 And then there will be the opportunity to file reply
23 exceptions which is your opportunity to say, no, the Judge
24 did okay in this section.

25 But briefly, that's what happens. I do the decision,

1 you get the opportunity to file exceptions or reply
2 exceptions.

3 MS. WENTZ: Okay.

4 JUDGE COCHERES: Mr. Fries has indicated that he
5 wants to talk to you further. I think that's a good idea.
6 I think in terms of this case, based on our off the record
7 settlement discussions, you two are very close and that you
8 could settle this case.

9 MS. WENTZ: Okay.

10 JUDGE COCHERES: All right. So you take Mr. Fries's
11 phone call. Unless somebody has some other reason, we're
12 done now.

13 MS. WENTZ: Okay.

14 MR. FRIES: Thank you, Your Honor.

15 (Whereupon, at 12:24 p.m., the proceedings were
16 concluded.)

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C E R T I F I C A T E

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I hereby certify, as the stenographic reporter, that the foregoing proceedings were taken stenographically by me and thereafter reduced to typewriting by me or under my direction, and that this transcript is a true and accurate record to the best of my ability.

COMMONWEALTH REPORTING COMPANY, INC.

By: John A. Kelly

John A. Kelly,
Certified Verbatim Reporter

RECEIVED
02 OCT -4 PM 1:03
SECRETARY'S BUREAU

-0-

Account Activity Statement

*** Account Information ***

Account Number:
01471-51004

Mail To
KELLY L WENTZ
290 GLE STONEHOUSE RD
CARLISLE PA 17013

*** Current Account Status ***

Payment Agreement \$0.00 Balance
Instalment
Budget Bill Amortization \$0.00 Balance
Instalment
Current Rate: RS

Requested By:
KELLY L WENTZ
1717249-2731 Extension

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DES DAY
07/24/2000	ELECTRIC SERVICE		\$5.74				
07/24/2000	Regular Bill	08/14	\$5.74				0000/0211
08/11/2000	Payment		\$-5.74				
08/23/2000	ELECTRIC SERVICE		\$6.91				
08/23/2000	Regular Bill	09/13	\$6.91				0001/0259
09/19/2000	Late Payment Charge		\$0.39				
09/22/2000	ELECTRIC SERVICE		\$6.91				
09/22/2000	Regular Bill	10/16	\$13.91	\$6.91			0025/0238
10/11/2000	Payment		\$-13.91				
10/24/2000	ELECTRIC SERVICE		\$7.17				
10/24/2000	Regular Bill		\$7.17				0244/3010
11/08/2000	Payment		\$-7.17				
11/30/2000	ELECTRIC SERVICE		\$221.64				
11/30/2000	Regular Bill	12/11	\$221.64				0469/3000
12/21/2000	ELECTRIC SERVICE		\$141.95				
12/21/2000	Regular Bill	01/15	\$363.59	\$221.64			1058/0000
12/28/2000	Payment		\$-221.64				
01/22/2001	Payment		\$-141.95				
01/23/2001	ELECTRIC SERVICE		\$143.93				
01/23/2001	Regular Bill	02/13	\$143.93				1320/0000
02/16/2001	Payment		\$-143.93				
02/21/2001	ELECTRIC SERVICE		\$107.74				
02/21/2001	Regular Bill	03/14	\$107.74				SECRETARY'S BUREAU
03/15/2001	Payment		\$-107.74				02NOV-14 PM 11:03
03/23/2001	ELECTRIC SERVICE		\$105.42				
03/23/2001	Regular Bill	04/16	\$105.42				0861/0000
04/24/2001	Payment		\$-105.42				
04/24/2001	ELECTRIC SERVICE		\$109.91				
04/24/2001	Regular Bill	05/15	\$109.91				0569/0005
05/21/2001	Payment		\$-109.91				

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OCT 08 2002

Account Activity Statement

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DES PAY N/C	RDS/TYPE	DAYS USED	KWH	BILLED KW
05/23/2001	ELECTRIC SERVICE		\$94.04								
05/23/2001	Regular Bill	06/13	\$94.04				0166/0044	11533A	29	1116	
06/19/2001	Payment		\$-94.04								
06/22/2001	ELECTRIC SERVICE		\$131.52								
06/22/2001	Regular Bill	07/16	\$131.52				0034/0167	13166A	30	1633	
07/17/2001	Payment		\$-131.52								
07/24/2001	ELECTRIC SERVICE		\$194.39								
07/24/2001	Regular Bill	08/14	\$194.39				0001/0314	15667A	32	2501	
08/10/2001	Payment		\$-194.39								
08/21/2001	ELECTRIC SERVICE		\$160.91								
08/21/2001	Regular Bill	09/11	\$160.91				0000/0340	17706A	27	2019	
09/04/2001	Payment		\$-160.91								
09/21/2001	ELECTRIC SERVICE		\$156.14								
09/21/2001	Regular Bill	10/15	\$156.14				0020/0190	19679A	32	1973	
10/18/2001	Payment		\$-156.14								
10/22/2001	ELECTRIC SERVICE		\$92.01								
10/22/2001	Regular Bill	11/12	\$92.01				0230/0025	20767A	31	1088	
11/20/2001	Payment		\$-92.01								
11/20/2001	ELECTRIC SERVICE		\$114.62								
11/20/2001	Regular Bill	12/11	\$114.62				0429/0000	22167A	29	1400	
12/06/2001	Payment		\$-114.62								
12/19/2001	ELECTRIC SERVICE		\$121.57								
12/19/2001	Regular Bill	01/09	\$121.57				0535/0030	23663A	29	1496	
01/11/2002	Payment		\$-121.57								
01/23/2002	ELECTRIC SERVICE		\$159.19								
01/23/2002	Regular Bill	02/13	\$159.19				1158/0000	25687A	35	2054	
02/20/2002	Payment		\$-159.19								
02/20/2002	ELECTRIC SERVICE		\$112.51								
02/20/2002	Regular Bill	03/13	\$112.51				0749/0030	27067A	28	1380	
03/19/2002	Late Payment Charge		\$1.41								
03/21/2002	ELECTRIC SERVICE		\$115.97								
03/21/2002	Regular Bill	04/11	\$229.89	\$112.51			0692/0030	28495A	29	1428	
04/04/2002	Payment		\$-112.51								
04/04/2002	Payment		\$-117.38								
04/23/2002	ELECTRIC SERVICE		\$132.64								
04/23/2002	Regular Bill	05/14	\$132.64				0498/0030	30155A	33	1660	

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
05/15/2002	Payment		\$-122.64								
05/21/2002	ELECTRIC SERVICE		\$97.26								
05/21/2002	Regular Bill	06/11	\$97.26				0266/0004	21123A	28	1168	
06/14/2002	Payment		\$-97.26								
06/21/2002	ELECTRIC SERVICE		\$155.51								
06/21/2002	Regular Bill	07/15	\$155.51				0445/0135	33701A	31	1978	
07/23/2002	Payment		\$-155.51								
07/23/2002	ELECTRIC SERVICE		\$241.99								
07/23/2002	Regular Bill	08/13	\$241.99				0000/0436	36481A	32	3180	

B/A 75420-82009

Account 75420-02009 Details for KELLY WENTZ PPL

Customer Name: **KELLY WENTZ**
 Premise Address: **171 FAIRVIEW DR CARLISLE PA 17013**
 Primary Phone: **(717) 249-0442** Extension: **---** Unlisted: **No**
 Alternate Phone: **(800) 800-0000** Extension: **---** Unlisted: **No**

Bill Account Information
 Bill Account: **75420-82009** Master Bill Account: **---**
 Account Status: **Final** Collection Status: **Not in Collections**
 Account Type: **Service** Revenue Class: **Res-Elec Heated Home**
 Priority Level: **---** Electronic Funds: **No**

Customer Information
 Social Security Number: **106-50-9151** Customer Relationship: **---** Add'l Ratepayer: **---**

Premise Information
 Operating Center: **West Shore** **Details** **Account Details...**

Garage
 Contact
 Programs
 Outstanding Money
 Service Orders
 Work Flow Manager
 Cashier for Windows

BILL MAILED TO:

Display Account 75420-02009 Details for KELLY WENTZ PPL

Bill Account Information
 Mailing: **34 S MIDDLESEX RD** Handling Type: **Regular**
CARLISLE PA 17013

Premise Information
 Description: **Sg/Detach Res House** Status: **Active**
 Meter Bill Group: **03** Work Area: **00522**
 Next Read Date: **02/04/00** Meter Route: **338**

OK

Times Admin Window for 75420-02009

Contact	Type	User Name
01/10/00	Account Balance	ARACELIS SANTOS
01/04/00	Disconnect Completed	LINDA MUCKLOW
12/22/99	Disconnect Issued	LINDA MUCKLOW
11/27/99	MPR/Disconnect	LINDA MUCKLOW
11/01/99	Prmsg 3 - Release All Informatio	ELIGONY
11/19/97	Correspondence - General	ISSUED BY BATCH PROCESS



Contact Information
 Name: **KELLY WENTZ** Add
 Date: **11/29/99** Time: **05:03 PM** Edit
 Phone: **(717) 249-0442** Extension: **---** Add...
 Type: **Macellaneous**

Attached Contact: **---** Letter:
 Comments:
SHE WILL CALL BACK TO DISCLATH
 Enter View Delete Display (Add...)

Contacted	Type	User Name
01/10/00	Account Balance	ARACELIS SANTOS
01/04/00	Disconnect Completed	LINDA MUCKLOW
12/22/99	Disconnect Issued	LINDA MUCKLOW
11/29/99	Miscellaneous	LINDA M BELTRAMI
10/01/99	Phase 3 - Release All Informatio	ELIGCONV
11/19/97	Correspondence - General	ISSUED BY BATCH PROCESS

Contact Information

Name: SYSTEM GENERATED Add

Date: 12/22/99 Time: 01:36 PM Delete

Phone: (717) 249-0442 Extension: Print

Type: Disconnect Issued

Critical Contact Expiration Date: 1/1 Letter..

Comments:

Electric

Contacted	Type	User Name
01/10/00	Account Balance	ARACELIS SANTOS
01/04/00	Disconnect Completed	LINDA MUCKLOW
12/22/99	Disconnect Issued	LINDA MUCKLOW
11/29/99	Miscellaneous	LINDA M BELTRAMI
10/01/99	Phase 3 - Release All Informatio	ELIGCONV
11/19/97	Correspondence - General	ISSUED BY BATCH PROCESS

Contact Information

Name: JAMES A WENTZ Add

Date: 01/10/00 Time: 01:33 PM Delete

Phone: (717) 249-0442 Extension: Print

Type: Account Balance

Critical Contact Expiration Date: 1/1 Letter..

Comments:

cust questioning refund. Issued 1/5

Money Edit Help

Outstanding Balance Summary









New Charges:	<input type="text" value="\$0.00"/>	Excess Credit Amount:	<input type="text" value="\$0.00"/>
Current Bill:	<input type="text" value="\$0.00"/>	Unbilled Balance:	<input type="text" value="\$0.00"/>
Balance Forward:	<input type="text" value="\$0.00"/>	Bill Due Date:	<input type="text" value="01/26/00"/>
Balance Due:	<input type="text" value="\$0.00"/>	Next Read Date:	<input type="text" value="02/04/00"/>

Collection Activity Information

Next Action: Date: History...

Financial Activity:

Date	Source	Debits (\$)	Credits (\$)	Total Bill (\$)	Balance Forward
01/05/00	REGULAR BILL	0.00	0.00	0.00	-160.20
01/05/00	REFUND	0.00	160.20	0.00	0.00
01/05/00	Budget Bill Int Only	0.00	1.30	0.00	0.00
01/05/00	Budget Bill Settlement	0.00	150.90	0.00	0.00
01/05/00	BUDGET BILLING	0.00	0.00	0.00	0.00
12/23/99	Payment	0.00	133.70	0.00	0.00

- 
Request Activity
Statement
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Collection
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High Bill
Inquiry
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Information
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Budget
Billing
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Select Bill
- 
Payment
Agreement
- 
Select
Usage



B/A 00420-82048

HL HE 2A
 7/13/02 F00102432
 HLG AK

Account Details for Account 00420-82048

Customer Name: KELLY WENTZ Customer ID: 0110387
 Premise Address: 34 S MIDDLESEX RD RR 1 GARLISLE PA 17013 Account Opened: 12/01/99
 Primary Phone: (717) 249-0442 Extension: Social Security Number: 186-58-9153
 Key Number: Entrance Information:

Current Bill: 0.00 Pending Orders: No Disconnect Notices
 Balance Forward: 0.00 Agreement/Arrangement: No Last Issued:
 Balance Due: 0.00 LIHEAP: No Due Date:
 Current Obligation: 0.00 Cash Only: No Amount: 0.00
 Bill Due Date: 01/01/01 Returned Items: Notices Sent:
 Last Applied Payment: 56.86 Display:
 Payment Date: 09/24/01 Business Business/Notation
 Excess Credit: 0.00 Service/Meter

Service Type	Status	Notation			
Service Type	Meter Number	Meter Status	Type	Meter Point Status	Local

ACCOUNT CLOSED

Select Meter Reading History for Meter 26602139

From	To	Source	Tot KWH	Tot KWH Usage	More	Status	Reading Sequence
02/02/01	03/07/01	Regular Company	34082	958		Billed	00760
01/04/01	02/02/01	Regular Company	33124	999		Billed	00750
12/05/00	01/04/01	Regular Company	32125	1192		Billed	00740
12/07/00	12/07/00	Work Reading (Service Ord	30933	0		Posted	00700
12/07/00	12/07/00	Work Reading (Service Ord	31000	0		Posted	00590
12/05/00	12/05/00	Service Activation (Adjuste	30993	0			00730
11/02/00	12/05/00	Final Reading (Adjusted)	30933	1206		Billed	00720
11/02/00	12/05/00	Probable Work Reading (Se	30993	1206		Posted	00710
11/02/00	12/04/00	Regular Company	30894	1167		Do Not Bill	00680
11/02/00	12/04/00	Estimate Reading	29744	17		Memo	00670
10/02/00	11/02/00	Regular Company	29727	189		Billed	00660
09/05/00	10/02/00	Regular Company	29538	611		Billed	00650
08/03/00	09/05/00	Regular Company	28927	1251		Billed	00640
07/05/00	08/03/00	Regular Company	27676	1072		Billed	00630
06/06/00	07/05/00	Regular Company	26604	1043		Billed	00620
05/03/00	06/06/00	Regular Company	25561	1092		Billed	00610
04/04/00	05/03/00	Regular Company	24469	826		Billed	00600
03/06/00	04/04/00	Regular Company	23643	827		Billed	00590
02/03/00	03/06/00	Regular Company	22816	1063		Billed	00580
01/05/00	02/03/00	Regular Company	21753	972		Billed	00570

Interval Readings More Readings

DOCUMENT FOLDER

DOCKETED

OCT 08 2002

B/A 00420-82048 - NO DISCONNECT REQUEST

Request Account Connected (00420-82048)

Contact	Type	User Name
00/16/01	Suspended Charge	e72954
00/16/01	Request Account Activity Statement	JANE I BIFVILH
07/02/01	Correspondence - Collections	ISSUED BY BATCH PROCESS
11/09/99	Phase 1 Release All Information	CTUBGM09*
11/09/99	Connect Completed	LINDA M BELTRAMI
11/09/99	Connect Issued	LINDA M BELTRAMI

Contact Information Add

Name: _____ Date:

Date: Time:

Phone: () _____ Extension: _____ Type:

Type: _____

Critical Contact Expiration Date: Letter:

Comments:

Display Comments

Request Account Connected (00420-82048)

Contact	Type	User Name
06/21/02	Data Repair	BETH A CHRISTMAN
03/01/02	PUC/Format	DEBORAH M THIEL
03/08/02	PUC/Format	DEBORAH M THIEL
06/27/02	PUC/Format	LORI KIGER
10/10/01	Transfer Payment/Credit	JOY M CRUGNALE
09/04/01	Account Balance	AMY URBAN

Contact Information Add

Name: PUG Date:

Date: 03/07/02 Time: 02:23 PM

Phone: (800) 000-0000 Extension: _____ Type:

Type: PUC/Format

Critical Contact Expiration Date: Letter:

Comments:

Display Comments

Request Account Balance (00420-82048)

Contact	Type	User Name
03/07/02	PUC/Format	LORI KIGER
10/10/01	Transfer Payment/Credit	JOY M CRUGNALE
09/04/01	Account Balance	AMY URBAN
06/27/01	Miscellaneous	KEITH BAUDER
08/17/01	Suspended Charge	e09198
08/17/01	Suspended Charge	lanico

Contact Information Add

Name: SYSTEM GENERATED Date:

Date: 08/16/01 Time: 10:30 AM

Phone: (717) 249-0442 Extension: _____ Type:

Type: Suspended Charge

Critical Contact Expiration Date: 08/31/01 Letter:

Comments:

Display Comments

Account Edit Screen Access Help

Customer Name: KELLY WENTZ
 Premise Address: 24 S MIDWINTER RD RR1 CARLISLE PA 17013
 Primary Phone: (717) 249-2731 Extension: Unlisted: No
 Alternate Phone: (717) 899-2000 Extension: Unlisted: No

Bill Account Information
 Bill Account: 00420-02048 Master Bill Account:
 Account Status: Written Off Collection Status: Send Bad Dept System
 Account Type: Service Revenue Class: Residential
 Priority Level: Electronic Funds: No

Customer Information
 Social Security Number: 100-50-9153 Customer Relationship: Primary

Premise Information
 Operating Center: West Shore Details Account Details

Queue Locket Programs Outstanding Money Service Orders Work Flow Manager Cashier for Windows

Effect Account Contact for 00420-82048

Contacted	Type	User Name
03/00/02	PUC/Formal	DEBORAH M THIEL
03/07/02	PUC/Formal	LORI KIGER
10/10/01	Transfer Payment/Credit	JOY M CRUGNALE
09/07/01	Account Balance	AMY URBAN
08/27/01	Miscellaneous	KEITH BAUDER
08/17/01	Suspended Charge	e05198

Contact Information
 Name: Kelly Wentz Add
 Date: 09/04/01 Time: 10:28 AM Delete
 Phone: (717) 249-2731 Extension: Undelete
 Type: Account Balance
 Critical Contact Expiration Date: Letter...

Comments:
 Mrs Wentz sent in payment of \$56.96 & intended it to be applied to this acct. (written off) was applied to acct # 03450-77009. Offered to move \$ to her current res. acct 01471-51004, did not want to do that. Will call Inovision about written off acct. Stated that she was supposed to be disc from acct # 00420-82048 in Oct'00 & was not.

Enter Values Reset Values Display Comments

Effect Account Contact for 00420-82048

Contacted	Type	User Name
03/00/02	PUC/Formal	DEBORAH M THIEL
03/07/02	PUC/Formal	LORI KIGER
10/10/01	Transfer Payment/Credit	JOY M CRUGNALE
09/07/01	Account Balance	AMY URBAN
08/27/01	Miscellaneous	KEITH BAUDER
08/17/01	Suspended Charge	e05198

Contact Information
 Name: Jack Sunday Add
 Date: 08/27/01 Time: 08:27 AM Delete
 Phone: (717) 243-4796 Extension: Undelete
 Type: Miscellaneous
 Critical Contact Expiration Date: Letter...

Comments:
 Jack Sunday is the landlord and he called about the written off balance on the account. I advised him I could not discuss Kelly's account without her permission.



Contacted	Type	User Name
00/17/01	Suspended Charge	e05190
00/17/01	Suspended Charge	smico
00/17/01	PU Informal	NANCY GAVENDA
00/17/01	Request Account Activity Stateme	JANE F BIEVER
01/02/01	Correspondence - Collections	ISSUED BY BATCH PROCESS

Contact Information

Name: SYSTEM GENERATED

Date: 00/16/01 Time: 10:30 AM

Phone: (717) 249-0442 Extension:

Type: Suspended Charge

Expiration Date: 00/31/01

Comments

Sub Kelly, disputing final bill referred for collection. advised no contact on acct for disc of serv. final bill rendered on 12/001. per request sending stmt of acct will send w/ full utility rpt



Contacted	Type	User Name
00/16/01	Suspended Charge	e72954
00/16/01	Request Account Activity Stateme	JANE F BIEVER
01/02/01	Correspondence - Collections	ISSUED BY BATCH PROCESS
11/20/99	Phase 3 - Release All Informatio	CUBGM094
11/20/99	Connect Completed	LINDA M BELTRAMI
11/20/99	Connect Issued	LINDA M BELTRAMI

Contact Information

Name: SYSTEM GENERATED

Date: 01/02/01 Time: 06:51 AM

Phone: (717) 691-2900 Extension:

Type: Correspondence - Collections

Expiration Date: 11

Comments

Final Bill Reminder



PPL HE 2B
 F.00102432
 9/13/02 Hbg
 FX C

B/A 01471-51004

Account Details for Account 01471-51004

Account Edit Help

Customer Name: KELLY L WENTZ Customer Active: 07/05/00
 Premise Address: 290 OLD STONEHOUSE RD CARLISLE PA 17013 Account Opened: 06/29/00
 Primary Phone: (717) 249-2731 Extension: Social Security Number:
 Key Number: Entrance Information:

Current Bill:	241.99	Pending Orders:	No	Disconnect Notices	
Balance Forward:	0.00	Agreement/Arrangement:	No	Last Issued:	
Balance Due:	241.99	LIHEAP:	No	Due Date:	
Current Obligation:	241.99	Cash Only:	No	Amount:	0.00
Bill Due Date:	08/13/02	Returned Items:		Notices Sent:	
Last Applied Payment:	155.51	Business		Display:	
Payment Date:	07/23/02			Business/Notation	
Excess Credit:	0.00			Service/Meter	

Service Type	Status	Notation			

Service Type	Meter Number	Meter Status	Type	Meter Point Status	Local

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 OCT 08 2002

B/A 01471-51004

Account 01471-51004 for KELLY L WENTZ PPA

Customer Name: KELLY L WENTZ
 Premise Address: 290 OLD STONEHOUSE RD CARLISLE PA 17013
 Primary Phone: (717) 249-2731 Extension: Unlisted: No
 Alternate Phone: Extension: Unlisted: No

Bill Account Information

Bill Account: 01471-51004 Master Bill Account:
 Account Status: Active Collection Status: Not in Collections
 Account Type: Service Revenue Class: Residential
 Priority Level: Electronic Funds: No

Customer Information

Social Security Number: Customer Relationship: Primary

Premise Information

Operating Center: West Shore Details.. Account Details..

Outage
 Contact
 Programs
 Outstanding Money
 Service Orders
 Work Flow Manager
 Cashier for Windows

Electric Account Center Id: 01471-51004

Contacted	Type	User Name
10/02/00	Maintain Bill Account	PATRICIA T JONES
07/11/00	Phase 3 - Release All	CUBGM094
07/06/00	Maintain Bill Account	JOANN S KAUTZ
07/06/00	Maintain Bill Account	JOANN S KAUTZ
07/06/00	Connect Completed	CUBS0001
07/06/00	Connect Issued	CUBS0001

Contact Information

Name: SYSTEM GENERATED Add
 Date: 07/06/00 Time: 06:51 AM Hide
 Phone: (000) 000-0000 Extension: Unlist
 Type: Connect Issued

Critical Contact Expires On: Letter..

Comments:

Electric Service Coordination System-job# 562315

Print Values Reset Values Display Comments

Connect created through job number.

Contacted	Type	User Name
10/02/00	Maintain Bill Account	PATRICIA T JONES
07/11/00	Phase 3 - Release All Informatio	CUBCM094
07/06/00	Maintain Bill Account	JOANN S KAUTZ
07/06/00	Maintain Bill Account	JOANN S KAUTZ
07/06/00	Connect Completed	CUBS0001
07/06/00	Connect Issued	CUBS0001

Contact Information

Name: SYSTEM GENERATED Add

Date: 10/02/00 Time: 09:45 AM In...

Phone: (000) 000-0000 Extension: Add...

Type: Maintain Bill Account

Critical Contact Letter...

Comments:
 removed mailing address per contractor/the bills were mailed to him in error/cost in home will forward current bill to them

B/A 03450-77009

PLHE 2c

F-07002432
9/13/02 Hlg-R

Account Details for Account 03450-77009

Customer Name: JAMES WENTZ Customer Active: 08/08/94
 Premise Address: 39 N LOCUST POINT RD MECHANICSBURG PA 17 Account Opened: 08/00/94
 Primary Phone: (717) 766-9631 Extension: Social Security Number:
 Key Number: Entrance Information:

Current Bill:	173.71	Pending Orders:	No	Disconnect Notices	
Balance Forward:	0.00	Agreement/Arrangement:	No	Last Issued:	
Balance Due:	173.71	LIHEAP:	No	Due Date:	
Current Obligation:	173.71	Cash Only:	No	Amount:	0.00
Bill Due Date:	07/29/02	Returned Items:		Notices Sent:	
Last Applied Payment:	161.42	Business		Display	
Payment Date:	06/20/02			Business/Notation	
Excess Credit:	0.00			Service/Meter	

Service Type	Status	Notation			

Service Type	Meter Number	Meter Status	Type	Meter Point Status	Local

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OCT 08 2002

B/A 03450-77009

Account 03450-77009 for JAMES WENTZ PPL Account Edit Object Account Help

Customer Name: JAMES WENTZ
 Premise Address: 39 N LOCUST POINT RD MECHANICSBURG PA 17055
 Primary Phone: (717) 766-9631 Extension: Unlisted: No
 Alternate Phone: (000) 000-0000 Extension: Unlisted: No

Bill Account Information

Bill Account: 03450 77009 Master Bill Account:
 Account Status: Active Collection Status: Not in Collections
 Account Type: Service Revenue Class: Commercial - Other
 Priority Level: Electronic Funds: No

Customer Information

Social Security Number: Customer Relationship: Primary

Premise Information

Operating Center: West Shore Details... Account Details...

Usage Contact Programs Outstanding Money Service Orders Work Flow Manager Cashier for Windows

Select Account Contact for 03450-77009 Account Edit Help

Contacted	Type	User Name
09/04/01	Billing	AMY URTIAN
09/04/01	VRU Account Balance Inquiry	AGSERVER
08/21/01	Data Repair	CUBGM10J
08/16/01	Billing	BETTYL GENOVESE
08/16/01	Cancel/Only Service	BETTYL GENOVESE
08/15/01	Maintain Bill Account	MICHAEL COLLINS

Contact Information

Name: kelly.wentz Add
 Date: 09/04/01 Time: 10:25 AM Delete
 Phone: (717) 249-2791 Extension: Unlisted
 Type: Billing

Critical Contact Expiration Date: 11 Letter...

Comments

SW Kelly Wentz. Explained that \$56.96 was applied to acct # 03450-77009 in error. was supposed to be applied to acct # 00420-02040 (written off) Gave # for Invoision, already has a PUC Informat. Offered to move \$56.96 to acct # 01471-51004. She did not want to do that. Stated that she will cont. Invoision. Sat.

Display Comments

Date	Source	Amount (\$)	Application	Method	Tender Type
06/20/02	Payment	161.42	General	Mail Payment	Check
05/16/02	Payment	181.42	General	Mail Payment	Check
05/08/02	Payment	238.28	General	Mail Payment	Check
04/03/02	Payment	291.90	General	Mail Payment	Check
03/12/02	Payment	207.46	General	Mail Payment	Check
02/01/02	Payment	399.37	General	Mail Payment	Check
12/31/01	Payment	228.42	General	Mail Payment	Check
11/26/01	Payment	198.10	General	Mail Payment	Check
10/29/01	Payment	156.65	General	Mail Payment	Check
09/25/01	Payment	130.98	General	Mail Payment	Check
09/10/01	Excess Credit	39.02	General		
08/23/01	Payment	56.90	General	Mail Payment	Check
08/23/01	Payment	153.33	General	Mail Payment	Check
08/16/01	Adjustment	153.33	General		
07/30/01	Payment	102.18	General	Mail Payment	Check
06/26/01	Payment	138.54	General	Mail Payment	Check
05/30/01	Payment	173.00	General	Mail Payment	Check
04/25/01	Payment	306.61	General	Mail Payment	Check
03/20/01	Payment	350.54	General	Mail Payment	Check
02/26/01	Payment	353.10	General	Mail Payment	Check
01/29/01	Payment	446.07	General	Mail Payment	Check
12/20/00	Payment	310.80	General	Mail Payment	Check
11/28/00	Payment	104.18	General	Mail Payment	Check
10/30/00	Payment	234.28	General	Mail Payment	Check
09/25/00	Payment	104.47	General	Mail Payment	Check
08/25/00	Payment	159.76	General	Mail Payment	Check
07/24/00	Payment	163.90	General	Mail Payment	Check
06/22/00	Payment	155.00	General	Mail Payment	Check
05/23/00	Payment	199.15	General	Mail Payment	Check



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

January 14, 2002

PPL Hearing Exhibit No. 3

F-0002432 9/13/02

BCS No: 1002432 Hg JX

KELLY WENTZ
290 OLD STONE HOUSE ROAD
CARLISLE PA 17013

00420-82048

The Bureau of Consumer Services (BCS) has completed its investigation into your informal complaint. Attached is the decision resulting from that investigation. A copy of this decision has also been sent to your utility company. This decision is binding on all parties, and unless it is appealed will become final 20 days after the date of this letter.

If you do not agree with any part of this decision you may appeal it by filing a formal complaint. You can do this by completing the attached Request for Formal Complaint Forms. Return this form to the Public Utility Commission, and the formal complaint forms will be mailed to you. If you wish to appeal, you must return this form to the Public Utility Commission by the date shown on the form. Your complaint will be assigned to an Administrative Law Judge, and a hearing date will be assigned.

You do not need a lawyer to file an appeal.

You must make all of the payments required by this decision. If you do not make these payments the utility company is permitted to terminate your utility service.

If you have any questions about the terms and conditions of this decision or about the Public Utility Commission's appeal procedures you may call me toll free at 1-800-782-1110, or you may call me directly at 717-772-1204.

Sincerely,

Kathleen S. Gilson
Utility Complaint Investigator

Enclosure

DOCUMENT
FOLDER

SUSAN BURNS
PPL
827 HAUSMAN ROAD
ALLENTOWN PA 18104-9392

DOCKETED

OCT 08 2002

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

KELLY WENTZ
290 OLD STONE HOUSE
ROAD
CARLISLE PA 17013

v. PPL
827 HAUSMAN ROAD
ALLENTOWN PA 18104-9392

Case Number: 1002432

Account Number:0042082048

Decision On Informal Complaint By The Bureau Of Consumer Services:

Statement Of Complaint:

A summary of the customer's complaint is as follows:

The customer claims she contacted the company the end of September, 2000, to discontinue service at 34 S. Middlesex Rd., RR1, Carlisle, PA 17013. The company failed to disconnect the service as requested. The customer disputes owing the final balance of \$181.16.

Investigation By Staff Of The Bureau Of Consumer Services Revealed:

- 1) That according to company records, service was established for Kelly Wentz at 34 S. Middlesex Rd., Carlisle, PA 17013 on December 1, 1999 per her request.
- 2) That on June 29, 2000, service was established for Kelly Wentz at 290 Old Stonehouse Road, Carlisle, PA 17013 per her request.
- 3) That on December 5, 2000, service at 34 S. Middlesex Rd., Carlisle, PA 17013 was discontinued in Kelly Wentz's name as a result of a new ratepayer taking responsibility for the service at this location.
- 4) That on March 7, 2001, the customer's final balance of \$181.16 was referred to Penn Credit for collection.

Based On These Findings, The Bureau Of Consumer Services Concludes:

That PPL records do not indicate that Kelly Wentz called to discontinue the electric service at 34 S. Middlesex Rd., Carlisle, PA 17013. The service at this location was discontinued effective December 5, 2000 as the result of a new ratepayer taking responsibility for the service. In the absence of notice, the customer is responsible for the bill for \$181.16 to December 5, 2000.

Therefore It Is Decided:

- 1) That the informal complaint of Kelly Wentz is dismissed. Ms. Wentz is responsible for the final bill balance of \$181.16.

January 14, 2002

Date

Signature
Kathleen S. Gilson
Utility Complaint Investigator
Bureau of Consumer Services
PA Public Utility Commission

NOTIFICATION OF INTENT TO APPEAL
(Request For Formal Complaint Forms)

Notice to Customer:

If you sign and return this form you are notifying the Public Utility Commission that you intend to appeal this informal complaint decision. Do not return this form unless you want to appeal this decision.

If you want to appeal this decision, you must return this Notification of Intent to Appeal form within twenty days of this date: January 14, 2002. The Commission will send you formal complaint forms.

You must comply with the terms of this decision until the Public Utility Commission completes the formal complaint process. You must make all of the required payments, or the utility company may pursue the termination of your service.

Thank You.
Pennsylvania Public Utility Commission

Yes, I want to appeal the decision of the Bureau of Consumer Services. Please send formal complaint forms to me at the following address:

Customer name and address:
(Please correct any mistakes.)

KELLY WENTZ
290 OLD STONE HOUSE ROAD
CARLISLE PA 17013

(Area Code) Telephone Number

Signature

Mail this completed form to:

SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265
HARRISBURG, PA 17105-3265

FOR OFFICE USE ONLY

BCS Number: 1002432

Date of mailing: January 14, 2002

Company: PPL

827 HAUSMAN ROAD
ALLENTOWN PA 18104-9392

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(610) 820-5450
TELEFAX (610) 820-6006
E-MAIL: wfries@gmlc.com

September 18, 2002

The Honorable Louis G. Cocheres
Administrative Law Judge
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Kelly L. Wentz v. PPL Electric Utilities Corporation
No. F-01002432

Dear Judge Cocheres:

As discussed at the hearing in the above matter on September 13, 2002, enclosed please find three copies of PPL late filed Hearing Exhibit 5. I am mailing a copy of this exhibit to the Complainant, along with a copy of this letter. Thank you for your consideration of this matter.

Very truly yours,

William J. Fries
WILLIAM J. FRIES

WJF/sjm
Enclosures

cc: Mr. Kelly L. Wentz, w/encl.
James J. McNulty, Secretary, w/encl.
Ms. Deidre L. Bilger (via telefax)
Ms. Anita Scott (via telefax)

9/18/02 sjm
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2002 SEP 20 AM 9:08
SECRETARY'S BUREAU

Account Activity Statement

Date: 09/13/02
Page: 1

*** Account Information ***

*** Current Account Status ***

Account Number:
00420-82048

Mail To:
KELLY WENTZ
34 S MIDDLESEX RD RR 1
CARLISLE PA 17013

Payment Agreement
Installment: \$0.00 Balance: \$0.00

Requested By:
KELLY WENTZ
(717)249-0442 Extension:

Budget Bill Amortization
Installment: \$0.00 Balance: \$0.00

Current Rate: RS

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	POG/TYPE	DAYS USED	KWH	BILLED KM
01/05/2000	ELECTRIC SERVICE										
01/05/2000	Regular Bill	01/26	\$31.57				0951/0000	20781A	35	311	
01/13/2000	Payment		\$-31.57								
02/03/2000	ELECTRIC SERVICE										
02/03/2000	Regular Bill	02/24	\$83.68				1135/0000	21753A	29	972	
02/17/2000	Payment		\$-83.68								
03/06/2000	ELECTRIC SERVICE										
03/06/2000	Regular Bill	03/27	\$90.28				0904/0000	22816A	32	1063	
03/23/2000	Payment		\$-90.28								
04/04/2000	ELECTRIC SERVICE										
04/04/2000	Regular Bill	04/23	\$73.19				0457/0000	23643A	29	827	
04/25/2000	Payment		\$-73.19								
05/03/2000	ELECTRIC SERVICE										
05/03/2000	Regular Bill	05/24	\$73.10				0372/0003	24469A	29	926	
05/23/2000	Payment		\$-73.10								
06/06/2000	ELECTRIC SERVICE										
06/06/2000	Regular Bill	06/27	\$92.39				0089/0137	25561A	34	1092	
06/22/2000	Payment		\$-92.39								
07/05/2000	ELECTRIC SERVICE										
07/05/2000	Regular Bill	07/26	\$88.54				0010/0265	26604A	29	1043	
07/24/2000	Payment		\$-88.54								
08/03/2000	ELECTRIC SERVICE										
08/03/2000	Regular Bill	08/24	\$90.53				0000/0059	27676A	29	1072	
08/25/2000	Payment		\$-90.53								
09/06/2000	ELECTRIC SERVICE										
09/06/2000	Regular Bill	09/26	\$103.44				0004/0311	28927A	29	1251	
09/27/2000	Payment		\$-103.44								
10/02/2000	ELECTRIC SERVICE										
10/02/2000	Regular Bill	10/23	\$56.16				0102/0064	23538A	29	611	

F-01002432

PPL HEARING EXHIBIT 5

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OCT 10 2002

