

Dear Special Agent Mroczka,

With the hearing having occurred as scheduled, I wanted to take this opportunity to address the above-referenced case one last time with you. As you requested, I have already sent along the documents that pertained to the informal complaint as well as any recent mailings that pertained to the issues raised during the hearing. There should be eight different sets of documents in total. A discussion of some of those documents is included below so that you can gauge the relevancy.

The first document is a copy of some of the utility's mailings regarding the LIHEAP program. This dispute with PPL has never been about an inability to pay; the company has been paid in full and on time each and every month that we have been a part of its customer assistance programs. This dispute also has never been about seeking outside financial assistance to help pay the bills.

Within the letter discussing the LIHEAP program, the utility states that "there is enough money in the program for all eligible customers to receive the help they need." That is not my understanding of the LIHEAP program. You can research this matter further, if you wish. Just note that the hotline referenced in the letter is currently closed. The program simply does not have the funds to cover multiple energy bills from every applicant. The aid is limited to the primary source of heating for the household and nothing beyond that.

Despite what PPL claims, this program would never help pay our electricity bills and that is why it was never pursued. More importantly, this is another instance in which the company is talking about a subject matter for which it lacks a basic understanding. PPL would rather fill your mailbox with such junk mail than take the time first to think about what it is saying to its customers in the letter.

The second document is a copy of the most recent bill received from PPL. Note that the actual usage charges for the month yet again are less than the amount demanded by PPL. The bills sent by the utility are very basic and do not even mention any recent payments, let alone provide a record of past payments for the account. Most importantly, as you discovered during the hearing, the bill also does not contain any mention of the data that the company has on file for the account holder, most especially that the account number is coded for electric heating.

Maybe you understand now why I raised the issue of the company seeking to cut power at the residence simply because my deceased father's name was still listed as the rate payer. This incident transpired in January 2022 and is mentioned in Exhibit No. 2 provided by the utility's counsel. I had called the company regarding an unrelated matter. Early on in the call, the female representative established that I was not my father and my name was not listed as the rate payer. Instead of helping the customer with the issue or question presented, the representative immediately drafted and submitted the disconnect order. It took multiple calls into the late-night hours to finally get that order rescinded.

The matter went before the PUC. The company was cited for its overreactive behavior and the incident forced the company to change its policies and procedures concerning service termination orders. Such orders are no longer handled by the back office and must be reviewed by more than one employee before being issued. The incident had involved one employee solely making a rash decision on behalf of the company and not needing any approval before the action was initiated.

As is the case with the deceased rate payer situation, the company to this day expects customers to be omniscient. How can a customer ever be aware of every little "policy" that a company has in place when the company not only keeps the details hidden from view but also never seeks to review a customer's account to see that it contains accurate and up-to-date information? PPL was perfectly willing to spring the policy concerning deceased rate payers in a David versus Goliath scenario. The company wanted its way and cared only about its bottom line, not the fact that it would have been cutting off power to a family in the middle of winter.

I cannot recall a single instance in which the company has sent along a letter or placed a call to reconfirm any of what it has on file for a customer's account. On each bill, there is also never any mention of what is on file for the account or how to report any changes to the existing information. There is no detachable form or anything of the sort. It is always a case of "we're here for the money, so pay up now."

The third, fourth, fifth and sixth documents are copies of any and all letters received from the company last year concerning the OnTrack program. The letter dated July 5, 2023 establishes what I testified to concerning how the re-application process differed from the initial application process. I want to be perfectly clear about this since the details matter here. The initial application, which was done in 2022, was directly handled via an interaction, either in-person or via phone, with the Trehab staff. The re-application, as I was told in 2023, could only be handled, either online or via phone, directly with PPL.

That letter also included a blank copy of the application for the re-application process. As I testified, I completed the application online via PPL's website. During the application process, I recall receiving instructions similar to what is printed on that blank copy. That is why the propane field on the application was activated and an expense amount was furnished to indicate that it was the primary heating source.

In light of Ms. Bell's testimony at the hearing, I made a few attempts to contact Trehab to find out if anyone there would at least detail the agency's overall involvement in the OnTrack program, if not put on the record its specific involvement, or lack thereof, with this particular re-application. I believe that Trehab has administrative offices located in Susquehanna County and satellite offices located in a few of counties in the northern part of the commonwealth. Despite trying more than one of those locations and leaving messages, not one single Trehab employee returned the call.

I do not know if PPL and/or its counsel instructed those employees not to have contact with us, but it is quite peculiar. I believe that Trehab has nothing to do with the determination of the monthly rate for an applicant under the program. The agency merely serves to collect applications and the income verification paperwork and turn it over to PPL. It is problematic then that PPL would attempt to throw Trehab under the bus as a defense. This time, I dealt directly with PPL and not Trehab, so the latter should not be made the scapegoat by the former. If you would like, you can sort out the specific roles of both Trehab and PPL in the application process.

The letter dated July 18, 2023 establishes two things. First, it mentions that the OnTrack program is moving from a "Percent of Bill" version to a "Percent of Income" version, though it does not go into much detail. This is one of the subjects that Ms. Bell did not seem to have a good grasp of when questioned by you. Second, the webpage cited in that letter does not exist and I do not know if it ever did. This is similar to the error page that I was presented with whenever I tried to access the completed OnTrack application by logging into the customer portal. It begs the question as to why PPL seeks to keep certain things out of the public's view, let alone that of the consumer.

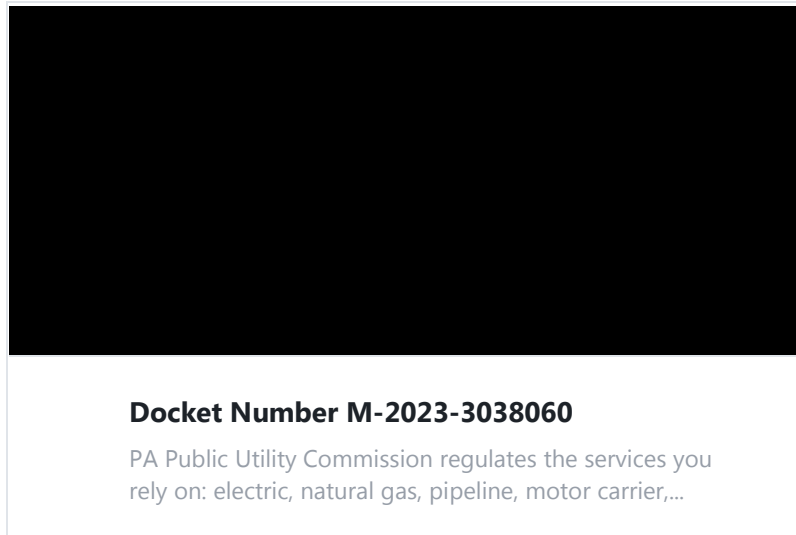
The letters dated August 4, 2023 and August 21, 2023 both establish that the monthly payment amount changed more than once and strictly at the hands of PPL. I was given three different rates at three separate times last summer, one verbally and two written. As you witnessed during the hearing, PPL was unwilling and unable to supply a reason as to why this was so. This household is on a fixed income and there was no additional income received last year at all, including last summer. How then could three different amounts be determined to be the "correct" amount of the new monthly payment? And PPL wonders why a customer in such a predicament would not be pleased with the tales being told?

As for the seventh document, which is the letter dated August 28, 2023, it establishes a few of the ways in which PPL mismanaged the situation. First, that letter in no way deals with the issues nor the questions raised during that phone call on August 28. The representative chose to incorrectly classify the matter as an "account balance" issue and then proceeded to mail out a letter that very same day, as opposed to re-establishing contact and resolving the matter that way. How could an investigation be thorough if haste is involved? Again, PPL was always quick to jump to the position of "everything is right" without being willing to explore the matter further. That letter is evidence of that sentiment on the part of the company. It was made clearly aware of my dissatisfaction on more than one occasion last summer, but chose to do nothing more.

The statement sent along with that August 28 letter does nothing in the way of providing what I personally asked for, namely the paperwork showing the calculation of the new monthly payment amount. There is also not a single occasion contained in Exhibit No. 2 (the call logs) that indicates any PPL employee whatsoever stepped forward and provided a complete breakdown of the calculations. Again, representatives only ever mentioned 7% and made it seem as though those were the terms for all customers. There was never any mention of

varying percentages, let alone the table from which those percentages were obtained. Was that decision to not be forthcoming driven by incompetence, arrogance or greed on the part of the company or its employees?

This is precisely why Docket No. [M-2023-3038060](#)



was mentioned by me during the hearing. That is another instance in which the company overbilled due to the application of incorrect rates. Look at everything that the company said it was going to do in response to the adverse decision rendered in that case. The company mailed a letter to its "valued customers" in which Steph Raymond, PPL's President, tried to mitigate the damage done to its reputation as a result of the situation.

Mr. Raymond said that consumers "have a right to expect excellent service from (their) electric utility." He admitted that the company has "fallen short of this standard in both (its) billing and responsiveness to customers." He put it simply that "you (customers) deserve better, and we are committed to regaining your trust." He also went on to outline the specific steps that the company was taking to address the technical issue that prompted the incorrect bills and to address its lapse in providing good customer service. He closed the letter with the following pledge: "You depend on us and we deliver. For some of you, we have not lived up to that promise in our customer service. I can assure you that we will do everything we can going forward to provide the service that you deserve." In spite of all that was said, our situation still transpired and in the manner that it did.

The eighth and final document is a copy of the letter from Investigator Hartinger. Until you said so at the pre-hearing, I was not aware that you had not reviewed the informal complaint and did not have copies of any of the documents associated with it. As I testified, it was not until December of last year that I finally gleaned an accurate insight of how PPL was running its revised program. The findings mentioned in that letter keyed me in to the fact that the

company had falsely reported to the PUC that the home was electrically heated. The findings also included a copy of the table of percentages used for the calculations; that was the first time that I ever saw that excerpt.

Since the investigator could not revisit his work or reopen the informal complaint, I was told to move onto the next step in the process. This whole ordeal could have ended in the informal stage if the investigator, prior to rendering his decision, had shared with me what the company was reporting to him. His superior later indicated that this could have been possibly resolved via a visit to the property by the utility to see that there was a source besides electricity that was heating the home. It is water under the bridge and we are here now because of what the investigator failed to confirm, even in light of PPL's dealings in front of the PUC. As they say, trust but verify.

As for the household and its heating history, we are talking about a time span of a half century or more. When the house was constructed, most of the rooms were equipped with heating units manufactured by a company called Honeywell. There was a thermostat on the wall that was utilized to turn on the unit and to dial the desired room temperature. The unit converted the current to heat energy, thus providing radiant heat to the room. The entire system was directly connected to the electric wiring of the home and to the circuit breaker. I mention all of this just to acquaint you with how things were done many decades ago and to point out what this family would consider as "electric heating for a home." It seems that PPL wants now to get away with considering a space heater occasionally plugged into an outlet as heating one's home electrically.

Those decisions were made by my parents way back when. While the units are still in the house, none of them are operational and have been disconnected from the electric box ages ago. I cannot even be sure that my parents used those units as the primary source of heating for the home. They found electric heating to be very expensive and quite inefficient; hence, the changes in fuel source. There is also a furnace, which burned coal and firewood, still present in the house. It too is no longer in use. Kerosene heaters were once the heating source sometime after that. My point being that my parents were trying to raise a family as best they could, including tending to the needs of food, clothing and shelter. How were any of us to know that the decisions made then, especially ones that pre-date my birth, would have a bearing on the future?

The crux of this case hinges on what is viewed as the utility's role and responsibility in this matter. The letters demonstrate that the company did a very poor job in explaining the changes, let alone detailing them, to its customers. For a new program that, unlike the previous version, was heavily dependent upon whether the home was electrically heated, the company certainly failed to mention this aspect of the program. It surely was negligent in deciding to not verify the primary source of heating with each household. PPL cannot be left off the hook for such an oversight. It is working in a partnership with Trehab. Either one could have been tasked with the verification of the heating source. Not every PPL customer is enrolled in the OnTrack program and PPL partners with other agencies, besides Trehab, at a regional level to provide

the manpower necessary to oversee the program. If the company cannot adequately manage one of its own programs, then maybe it should not be left in charge of it.

I do not see how a customer should be left holding the bag and have to overpay for electric service when the utility failed to disclose the nuts and bolts of its own program and failed to confirm the heating status of the applicants. If a customer has been with you for over five decades, why wouldn't the thought cross your mind that maybe circumstances within the home have changed in that length of time? PPL cannot hide behind the excuse that it does not like to pry into its customers' lives. Review Exhibit No. 2 and the call logs dated on and around March 10, 2022 to show otherwise. Moreover, the call logs also prove that PPL has its own internal OnTrack division that handles calls and other responsibilities. The heating source verification could have been done by that division. Instead, PPL reverts to pointing fingers in an attempt to divert attention here.

At the end of the day, the application submitted to PPL did not matter. Either it was never reviewed properly or the company did not care what was on it. This incorrect billing ultimately came down to a technical issue. It was the coding in a customer's account that dictated the percentage used in the calculations. Nothing submitted on an application was ever going to change that fact. It took a hearing to bring that fact into the light and it was yet another aspect of this ordeal that was hidden from plain view. PPL needs to clean up its act. This is no way to run a business, especially one that provides such an essential service to the public. The customer service and the technical issues still have not been resolved. How many more "I don't know" answers from employees and stalling antics on the part of the company will the PUC tolerate to the detriment of the customers? Something should be done! Thank you for your time.

Sincerely,

James Roberts