At the hearing, it was mentioned that the special agent would render his decision within ninety days, but this decision was not released until nearly four months had elapsed from the date of the hearing. While I do not know why this took so long or what the special agent's workload involved within that time frame, I can say that decision strikes me as a way to remove the commission from this process by twisting the facts in order to grant the matter in the utility company's favor. Allow me to present with what I disagree from the decision of the special agent.

Within the introduction to his decision, the special agent writes that the formal complaint is dismissed because of a "failure of Complainants to meet their burden of proof that PPL Electric Utilities Corporation violated the Public Utility Code, a Commission regulation, a Commission Order, or a company tariff." Where and how exactly would a citizen be granted access to these publications that contain all of these codes, regulations, orders and tariffs? I was never told at any time that the case had to be tied to a specific code, regulation, etc. Not at any point during the lead-up to the hearing was there any mention that a law firm would be need to be hired so that endless manuals could be scoured.

According to how the agent handled the proceedings, the complaint had to be reworked into a manuscript that resulted in a theatrical performance that suited his fancy. Never did he inform me of my rights during the proceedings. If the complaint had to be reworked, he could have postponed the hearing until such time. Never did he discuss exactly what the burden of proof entailed nor how arduous a feat it might be to meet such a threshold. If he felt that his courtroom was not the best venue for such a matter, he certainly never gave any indication that would lead me to believe so. We had a discussion before the hearing and he was clearly aware of the issues from my perspective. There was never any offer to send this complaint elsewhere within the commission for mediation or anything of the sort.

What else was I supposed to do under the circumstances? I had to roll with the punches. This matter centers on the mistakes committed by the utility company's employees and the agency's staff. How would I ever get them to testify for my side? Did I even have the right to subpoena witnesses? If so, I was never informed. Only one witness was a part of the hearing and she did not seem to have a grasp on the key issues of this case, let alone the fact that she was not personally involved in the actions of last summer in any fashion. She likely was hand-selected by the utility company and coached by its counsel. Listen to the recording of the hearing. At several points, it is painfully evident that she is distracted because she is conversing, either via instant message or email, with another employee at her office. She was not even focused on the task at hand and the special agent repeatedly had to get her attention.

The utility company was contacted prior to the filing of the informal complaint and it certainly was not willing last summer to pull back the curtain on the program and explain the inner workings. I contacted the agency around the time of the hearing to see what it had to say about its role in all of this, but there was no response given. Since I was met with silence, I did provide the special agent with the contact numbers of the key players

in this case. He therefore had the opportunity to question them on his own, if he so choose. If he ever did, the decision does not make any mention of it. It leaves you wondering if he ever fully realized the complexities of this case brought on by the company's inaction and the sins of omission committed in the process.

It should be noted that the utility company has initiated two separate termination orders this summer, once in June and then again this month. Despite the Office of Consumer Advocate contacting the utility company in June and informing it that it was a violation to be pursuing such actions while a case is pending before the commission, the utility company still went ahead with its efforts. The only motive plausible was to force us to pay the disputed portion of the monthly bills. The Office was able to put a stop to those actions in June, but its hands were tied when it came to the recurrence this month.

The ALJ division of the commission was contacted both times about these actions on the part of the utility company. A copy of the first termination order was submitted to the division and was to be forwarded to the special agent overseeing the case. I was advised to also file an informal complaint regarding the post-hearing actions of the utility company. The Bureau of Consumer Services never took any action though. I explained to them that the ruling, whenever it did wind up being issued, most likely would not deal with that separate matter since it occurred after the hearing and really was something unto itself that could and should be handled via the informal complaint process, much like it was in January of 2022.

It took informing the ALJ division of the second round of termination actions to put pressure on the special agent to ready and release his decision. As I expected, the decision made no mention of the termination actions. The commission really should take action here and not let the utility company get away with the repeated violations. It is rather simple to install a computer program that can comb customer accounts and wall off the ones that are tied to active commission proceedings. The exhibits show that the utility company was aware of the existing formal complaint. In fact, when the Bureau contacted the company in June, an employee of the company even supplied the docket number involved.

The termination actions should have never occurred, especially since the company likes to tout that the customer assistance programs "provide protection" to account holders from such actions. This company is driven by greed. It does not care about the havoc that such notices unleash upon a family. Since the company was unwilling to provide proof that it was going to rescind the first termination order, a relocation was necessary to keep the family safe. If power were to be knocked out, it would be to the detriment of our health and well-being. Never mind the fact that the family is within the federal poverty guidelines and that there is a senior citizen with medical conditions residing within the home. If this company wants money, even a sum that it is not entitled to, it will stop at nothing to satisfy its gluttony.

The termination orders required contacts with the company. As I have tried to resolve this issue with the utility company, I have learned much more about the OnTrack program, especially as the utility company continues to throw the agency under the bus for what transpired last summer. A woman by the name of Debbie, who is one of the staff members in the Honesdale office of Trehab, specifically mentioned the word "propane" in a recent message that she left regarding the utility company's review of the debacle. Now, I fully anticipate that the utility company's counsel will bring up the issue of hearsay, so I freely invite you to contact this Debbie at (570) 352-3011 for any verification that you may need.

My point in raising that incident is that I have never had any conversations with a Trehab employee during this whole process; they never stepped onto the carpet several months ago. The fact that Debbie, on her own, is aware of the precise heating source for the home means that the agency is acknowledging its role in the errors that impacted the account. Why else would she reach out to me to express a desire to rectify the matter?

In the history section of the decision, the special agent writes the following: "On January 12, 2024, Joann Roberts (Ms. Roberts) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission..." I was the one who filed both the informal and formal complaint on the family's behalf. Was it not my signature that was on the formal complaint's forms? If the special agent can get this fact wrong, then it begs the question as to what else he either misunderstood or was plainly in the wrong regarding. Was the informal complaint even properly reviewed prior to his decision being released?

Also in that section, the special agent writes the following: "On May 3, 2024, Complainants' late-filed exhibits were submitted via email from Stacy Spano, Constituent Services Representative for State Senator Marty Flynn, copying Attorney Kramer. Although these exhibits were submitted after the ten days directed at the hearing..." By the way, he misspelled the representative's name. The documents were originally faxed on April 25, 2024, well within the directed time frame. It was not until April 30th that I learned from the special agent that he had not received the documents. This was news to me and I immediately began trying to figure out what had occurred.

I contacted the ALJ division about the matter. The first employee to respond was a woman by the name of Ms. Jackson; her contact number is 717-787-4497. She indicated that she was not sure if the documents had been received. She referred me to another employee by the name of Matt; his contact number is 717-787-3988. I contacted him, but he never provided an answer, one way or the other. After checking in with her again, it took a few more days for Ms. Jackson to get back to state that she did not feel that the documents had been received after all. It was then that Ms. Spano was contacted and we learned of the transmission failure on her end. The documents were then transmitted a second time. You can contact Ms. Spano if you require verification of this account. Hopefully, this squashes the notion that the special agent put forward that I

somehow did not act in a timely fashion and that I, not a technological issue, caused the delay.

In the findings of fact, the special agent's statement, which is assigned the number 19, reads as follows: "On August 21, 2023, Complainants called PPL and advised of a change in income and Complainants' OnTrack payment amount was changed to $162." That is not my recollection of what transpired on that day, let alone to what I testified at the hearing. Reviewing the respondent's exhibit #2, I see no mention of a call by us to the utility company on the day in question; if that had been the case, the "Caller James Roberts" identification notes would be there in that history. From what I see, there were other actions occurring on that date that were noted, but none of which came from our end. This is another instance in which the special agent is misstating the facts.

I testified at the hearing that the monthly installment amount changed three different times to three different amounts. That is what started the ball rolling on this matter. If the amount kept changing and the work was never shown, would you also not question that the calculations may not have been done correctly? Ms. Bell had no answer as to how such wild deviations could occur then. The varying amounts are not the product of multiplying the income by a different percentage either. I have no income at all. My mother's income comes solely from Social Security. As you may be aware, the disbursement amount is set in stone for the year and does not change in any way, even by a penny, from day-to-day, week-to-week, or month-to-month. Therefore, there absolutely was no change in income that we reported on August 21, let alone one to speak of at all since none existed.

The bone of contention that I have regarding the special agent's conclusions involves this statement, which is assigned the number 24, in the findings: "When filling out the online OnTrack application, Complainants selected “Electric” for the question, “What type of installed heating does your home have?” I testified that a copy of the completed application could not be retrieved by me prior to the hearing, no matter how many times I accessed the account and tried to view it. Neither Ms. Bell nor her counsel had a copy to provide, let alone view, at the hearing. There was no explanation provided by her as to why a customer would be prevented or unable to see such a document in at any time during the nearly year-long period that had elapsed since its submission.

The special agent is assuming things in his statement. As it turns out, the application was pre-populated, meaning that information had already been entered by the utility company's systems and some sections were shuttered, meaning that the data could not be unlocked. For example, I recall the electricity information being something that was already entered in the answer field and was one that could not be changed. The utility company also never provided an answer as to how the coding on the account could have impacted the application process. It seems that the coding ruled the day, no matter what was listed on an application. The coding is certainly something that a customer could not access and change themselves. The special agent even asked if the coding appears anywhere on a customer's monthly bills or other account statements; it does not. The existence of this coding was only learned at the hearing.

"Electric" was not entered as a selection. Use common sense here. Why would I check the box and enter a value for monthly propane heating expenses if that was not being used as the heating source for the home? Why would I even mention a non-electric source of fuel if it was not in existence at the home at the time of the application, let alone for decades prior to then? The instructions specifically said only to provide an answer if the fuel is the primary heating source for the home. The instructions were clear and I answered appropriately.

I am only learning now that the record for this complaint closed actually on May 13, 2024. When the special agent informed me that the exhibits had not been received, he also indicated that the matter was finished as of that date, April 30. I did not contact him again since it was evident that he considered things to be concluded. Moreover, I had to figure out where the exhibits had gone on my own.

The utility company's lack of transparency was demonstrated at the hearing. How can the commission let a company off the hook for a program that the company said that it could run properly as part of your consideration for granting the revisions? If the agency is at fault for the mistakes, passing the buck should not be permitted. The utility company made the decision to partner with the agency. If the agency cannot fulfill its obligations, then choose another partner. I did not make those decisions and we should not be footing the bill for the mistakes of others.

The copy of the application that the utility provided after the hearing is a dubious document at best. It is not an unedited document and it shows signs of modification. It mirrors what was done with another exhibit, the one that was labeled as exhibit #3, from the respondents. Both exhibits consist of pages that have been reproduced via a printer after visiting a web page/site on the internet; the creator is somehow trying to provide screenshots of his/her view from a computer monitor as he/she navigates the web. The result is the shoddy product placed before you. The company is likely going to counter that it always, and without hesitation, places customers before profits and that is why its telephone lines and computer networks consist of state-of-the-art, top-notch pieces of equipment that leave its competitors adrift in a sea of envy.

The company does not invest in infrastructure that would make things easier for its own employees, let alone customers. It has been more than a year since the re-certification came to pass. The process was nowhere near what one might deal with in filing an application with other agencies, such as the Department of Human Services. There were no review systems in place to check to see if all sections were completed. There were no summary systems in place to present a view of the full application prior to submission. There were no submission systems in place to furnish an applicant with a copy of the completed application via mail or email. The agency certainly never did such a step either. Again, this company told you that it had everything in place to execute its revised plan. In actuality, it is cutting corners left and right to boost profits. There indubitably is room for improvement with the execution of the approved plan and its management.

Since the application never surfaced until sometime after the hearing, the special agent should have been more interested in finding out why and how it was made inaccessible for those many months. Why was it missing for so long? Where was it? Who had it? Why could it not be seen, by the special agent and especially by me, before or during the hearing? He questioned none of this. Could he not have held a continuation in order to conduct an investigation of that missing document? If he did have any questions of us, then he could have posed them so that he had a better understanding of the application process overall and the document itself. Instead, he decided to rely on an exhibit that was not in its original form and was not discussed at the hearing. A ruling that hinges on conjecture and assumptions is not well-grounded.

In the findings section, the special agent's statement, which is assigned the number 27, reads as follows: "Complainants' usage patterns are consistent with electric heat." Again, the agent relies on assumptions there. Does he live in this home himself? Has he witnessed the day-to-day operations of the home? I specifically told him what I recalled from my childhood, especially having lived in the home all that time. I also pointed out the fact to Ms. Bell that the fall and winter months provide diminished daylight availability and homes will often be lit for longer periods of time. One cannot assume for which purpose the electricity is being used, especially without ever having visited the property.

In the findings section, the special agent's statement, which is assigned the number 28, reads as follows: "It is a customer's responsibility to notify PPL of any change of heat source." As the special agent was aware, how would and could a customer know of coding that is permanently kept from his/her view? Furthermore, the letters that the utility company sent regarding the revisions never even mentioned the plan's revisions incorporating the heating source, let alone how crucial the source was to the calculations step.

My parents made the decisions way back when as to how to run the home. Since I was not the head of household at the time and since my father is no longer alive and therefore cannot address this matter, this should not fall on me. The switch in heating source predates the existence of the OnTrack program. My parents were not a part of any customer assistance program back then. Especially since the company never cared to know what the heating source was back then, there was never any semi-annual or annual check conducted on the customer account information entered on the company's end. That is still the case to the present day. When has the utility company ever cared about doing things right?

In the findings section, the special agent's statement, which is assigned the number 29, reads as follows: "PPL will complete an investigation of the heat source if it is notified by the customer of a change in heat source." That action could have been completed several times during the past year. First, it is clearly indicated, within exhibit #2 from the respondent, that there was an attempt made to complete the application by phone on July 14, 2023. That representative brought nothing to my attention about the

heating source being listed as electric on her side, nor did she stress, let alone discuss, how important it was that she knew what the heating source was due to the revisions enacted under the new plan. In fact, she apparently saved the work that was done during that call. Could that action also have resulted in how things were constructed during the subsequent attempt at filing the application?

Second, it could have been done last summer if the agency had been paying attention to the application's information instead of just ramming it through just to rack up another number for a "processed" quota. Third, as indicated in exhibit #2 from the respondent, the utility company could also have been more forthcoming about the revised plan when asked on August 28, 2023, if not sooner via its form-letter mailings, and indicated that the heating source was a factor in the calculation of the monthly rate. Fourth, that step could have occurred if the Bureau's investigator had reviewed the utility company's reporting with me prior to issuing his decision. Lastly, it also could have been initiated as recently as this past spring around the time of the hearing.

The Bureau could have resolved the matter. I recall Mr. Hartinger stating that there was "nothing that he could do to get the rate adjusted." That statement was based on his assumption that everything that the utility company was reporting to him was true and correct. The rate could have been adjusted then and there if he also had shared the table of percentages with me. Check the call history log that the respondent presented as an exhibit. The company never discussed that the percentage varied from customer to customer; rather, the company's employees only ever mentioned 7%, which made it seem as though that was the percentage used in the calculations for every applicant under the program and that was the only percentage put in place as a result of the revisions.

It is on the company to have properly trained its employees about the revised plan, most especially so they were not spreading misinformation. Even to this day and in spite of what the company pledged as part of the settlement of Docket No. M-2023-3038060, the contacts with the company indicate that there still is not proper training occurring with call representatives and the contacts are still frustrating due to the representatives' lack of decision-making capabilities as to where the call should be sent and/or which department/person handles such issues. Some representatives are so stubborn that they think that they know everything and that the matter can only be handled their way. Request an updated call history log if you care to see how much time has been wasted, especially as of late, in contacts with the company. The stonewalling is meant to keep the higher bills coming.

In the findings section, the special agent's statement, which is assigned the number 30, reads as follows: "Complainants’ outstanding balance at the time of the hearing was $31.75." That amount has grown substantially since that time, even with regular payments. More importantly, the special agent gives the impression that this matter really is not a big deal at all since there once was only a minor sum that was disputed. Also, having been in receipt of the ensuing bills and termination orders, the special agent was made aware that that sum was only increasing during the time it took him to

issue his decision. Though, based on the company's ruthlessness these past few years, it would not surprise me if it initiated a termination order regarding a balance of only one dollar.

The company was actually overpaid for several months because the advice of the Bureau was to utilize the previous rate set prior to last summer. Never once was the company paid an amount of $149, $156 or $162 because those amounts could not be correct and accurate all at the same time. With the income at a fixed level, the outcome is mutually exclusive. The determined rate cannot be a range, with everything everywhere all at once. Can I get a statistician up in here? Note that the special agent's decision in no way addresses this matter since he is perfectly fine with what transpired and prefers that the company not have to explain how any of this happened.

Thus, the contract became unilaterally accepted and rammed down our throats to extract an amount to which the company was not entitled due to its improper handling of the account and the billing process. Again, where within the company is there a mechanism in place to address billing disputes? None exists to this day. Is that failure on the part of the company not problematic in the eyes of the commission? Or should any utility company be allowed to say "give us what we want or you'll have to pay the price" to not only its customers but also the commission? Your handling of the matter involving Pennsylvania American Water Company would indicate otherwise.

The special agent must have a good life going for himself since he did not seem to weigh the burden that the overcharge places on this family. The utility company is asking for an amount that is nearly 10% of the monthly income. The incorrect monthly rate of $162 is nearly $50 more than the rate under the previous contract. That equates to nearly an extra $600 of income being forked over to this utility company alone. Where is the "customer assistance" in that plan? How can the utility company do more to truly assist those on a fixed income? Bleeding customers of all their money is not the way that it should be.

It also needs to be noted that through my recent contacts with the company, it has been learned that it does have the means in place to conduct a review of a customer's account via the billing department and that review should encompass at least all of the bills generated during the previous twelve months. This is another instance in which it has been demonstrated that the utility company could have done more to resolve these outstanding issues all along. How low is the bar when it comes to the commission's expectations of this company and its operations? Is the commission fine with the company not even doing the bare minimum in all situations? Where is the commission's ability to put the company's feet to the fire to ensure that the company cannot keep phoning it in whenever it chooses to do so?

In the discussion section, the special agent writes the following: "As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail." It is indisputable that I have methodically laid out the blunders of this company and its agency. I stepped you

through everything imaginable. I told you where the bodies were buried and gave you a road map to the crime scene. It is a sad state of affairs that, through all of this, I now know more about the revised plan and the company's operations than some of its own employees do.

In all fairness, the odds were stacked against me at this hearing. I lacked any ability to compel either the company's employees or the agency's employees to come forward and detail their involvement in this matter. The special agent was not keen on doing any of that work himself. I am on the outside looking in as a customer. I cannot order an employee to do his/her job, let alone properly. The special agent's willingness to let the company keep the curtain drawn at the hearing is evident. He could have and should have explored these matters more, but he chose not to do so. His opinions are thus superficial at best. He speaks on things that he assumes, on things for which he lacks any sort of in-depth analysis, or with facts that he clearly has wrong.

In the discussion section, the special agent states the following: "PPL overbilled them under the OnTrack program during months where the usage was lower than the designated OnTrack payment." No, the special agent has the argument incorrect. The billing matter is strictly tied to the 7% rate. It is a two-fold situation. Not only is the company not applying the correct percentage in the billing, which leads to higher bills, but also it is charging us for a service that we do not use at all, namely electricity as the main heating source for the dwelling. The bills presented are an accurate statement of the actual amount of electricity being used by the home, which, for many months, is actually clocking in at a value less than $162.

The request for a payment arrangement stemmed from the hopes that the utility company would review the previous bills and perform a billing correction. For several months, the company was receiving payments that were it in excess of what the correct monthly installment should have been. If the company was unwilling to do the necessary work involved, then the agent could have requested that it do so, let alone checked the work himself. A request for an updated copy of respondent's exhibit #1 could have been made to assist with that effort.

Elsewhere in the discussion, the special agent states the following: "Complainants' 7% payment is not that much lower than the average monthly bill." The logic used in this section astounds me. There is a significant contrast when using the statistic of "monthly usage charges" rather than that of "average monthly bill." The special agent apparently drank all of the Flavor Aid before writing his decision.

The company's smoke-and-mirrors stunt should not just pass through without scrutiny on the part of the special agent. The company loves to laud itself for an assistance plan in which supposedly the months of greater electric usage are always offset by the months of lesser electric usage. Well, this is not a perfect world and it therefore does not always work out that way. Outliers are always a possibility. For example, even in the fall and winter months, our actual electricity usage fell under the incorrect sum of $162. Furthermore, the plan was revised by the company. It no longer considers the electricity

usage, average bill, household size, etc. It is now strictly dependent upon the household's monthly income and where that falls under federal poverty guidelines; the intersection of those two is how the multiplication factor is determined for the monthly rate calculation.

Essentially what the special agent is concluding here is that the balance owed is not that significant and is not a big deal. He feels that 7% is close enough to 4% without keeping the multiplication product in mind, let alone its impact on a family living on a fixed income. There is a world of difference between $93 and $162; the latter is nearly twice as much as the former.

In the special agent's world, the utility company and the agency both deserve full credit on the math exam, but neither showed its work fully nor arrived at the correct answer. Partial credit, at best, would be awarded under such circumstances, but alas, the special agent was willing to issue a "good enough" score so that both parties could be awarded the decision and so that he could wash his hands of the mess in the process. If the special agent's gig does not work out for him, then maybe he could pitch that he would be an asset to the educational field and pursue that line of work.

Also in the discussion section, the special agent states the following: "I also note that this program is voluntary." A lot of good that does us, considering that the special agent holds the view that no matter what the company does or how badly it does it, then that is, without question, deemed satisfactory and never subject to any form of evaluation by outside parties. The program is conditioned upon the utility company doing its part. Ms. Bell was even asked about this at the hearing. Of course, in her eyes, the company passes the test with flying colors, mainly of a green hue though. I'll leave you to wonder why that is.

Does the program even afford participants any rights? The company lacks a means to address billing disputes and should have been able and willing to solve this grievance internally. What happened to due process? Your involvement became necessary in this "David versus Goliath" scenario. This complaint matriculated to the formal level based on the word of the commission's Bureau. I was told that the process could not be thrown in reverse and that the only option left was to proceed to the formal complaint level.

In the discussion section, the special agent writes the following: "Complainants' electric use increases in the winter months consistent with electric heat." Please review my prior remarks about this assumption. What about the fact that households with small children and older adults tend to stay lit for twelve hours or more during those months? What about the fact that homes that are not modernized consume more electricity? An increase in electric use during the winter months can stem from other factors and, more importantly, cannot be attributed solely to electric heat, especially when the particulars of the home are disregarded.

In the discussion section, the special agent writes the following: "Prior to the hearing, Complainants had not advised PPL that their heat source was not electric." That is not

entirely true since the application indicated otherwise. The utility company also never discussed the heating source in its letters regarding the revised program. Furthermore, the agency had to have been aware of the correct fuel source used for primary heating at some point. How else and why would Debbie contact me and say what she said if she was not already aware of the source, either from the application or from conversations with the utility's personnel? Pay no attention to the elephant in the room though.

By the way, the agent does not state that the respondent had not advised the applicants that the coding on the customer's accounts was electric, let alone what impact that would have, at any point in time, on how the company handles the account.

The special agent likes to ignore the fact that the record proves that this company has been unwilling and unable to engage in productive dialogues all along. Look at how many times I had to reach out to the company and still was met with a lack of cooperation. And yet, the special agent somehow wants to deem this company's actions as good service all throughout this debacle? And none of these failings on the part of the company in any way violate the standards set forth in the commission's codes, regulations, etc.? And none of what has transpired here even meets with mild disapproval from the commissioners?

In the discussion section, the special agent writes the following: "Mr. Roberts testified he remembers specifically filling in a box for the amount they spent on propane but nothing asking whether they had electric heat." The special agent leans on a misinterpretation of my testimony here. What I was saying was that I do not recall a question such as "Is electric your home's primary source of heating? Check yes or no." I even asked Ms. Bell if such a question would have been helpful to those processing the application, considering the heating source is a factor in the calculations, let alone being a direct question that should be at least included on the application as is.

In the discussion section, the special agent writes the following: "I requested that the parties submit copies of the OnTrack application as late-filed exhibits. Mr. Roberts submitted at copy of a paper application." I did not take that request to be made of me, considering that I testified that I have never been once been granted access to the application in all this time. I do not work for the utility company and certainly do not have access to its computer database, especially if it actively seeks to impede my access to it.

I was never supplied with a copy of the completed application by either the company or the agency. How could the agent ever then think that I could furnish what I long had not been permitted to access? He knew this fact, among others, based upon my testimony, as well as the discussion of the exhibits that I submitted. Or did he not bother to read and review any of that either? The paper application that I received bolstered my testimony in that it showed that an answer was only to be provided for a primary heating source other than electric. It also coincided with the instructions as I remembered them during the application process.

In the discussion section, the special agent further goes on to add the following assumption: "On the paper application (which was sent to Complainants prior to the implementation of the new program)..." No, that indeed was the precise application that either the utility company or the agency, while working on the company's behalf, mailed to the residence last summer in connection with the letter(s) discussing the changes to the program. If the company never bothered to update the version or failed to indicate which version the agency should be sending on its behalf, then, that again, is on the company and its partner. Regardless, the paper application still shows that there has been a curiosity all along on the part of the company to know what the primary heating source is for the applicant's home. The question and the instructions are not there by chance and this fact is something that the special agent failed to consider.

The special agent further writes this assumption in the discussion section: "On the online application, there is a question which the applicant is required to answer that states, “What type of installed heating does your home have?” Complainants selected “Electric.” Please review my earlier marks concerning the actual set-up of the application. Again, please use common sense here. I volunteered that the home's primary heating source is propane. The company's letters never discussed how vital this answer was to the process. Thus, I went into the situation unaware of the source's role in the new plan and answered it in order to provide the company with the information that was asked of me via the instructions.

I am somewhat confident that my parents made the switch in heating source some three decades ago. That period predates the coding that the utility company placed on the account. The special agent's logic makes no sense. Why would I even mention propane as the primary heating source on the application if it were not truly the one and only source of heating for the home, both at the time of the application and for many years prior? The system and its components could not be installed in a flash.

I unequivocally aim to shut down all conjecture and assumptions on the part of the special agent via these exceptions. He is out of line to act as if he lived in this home all the time, knows exactly what went on and when, and can somehow question my family's parenting in the process. Again, without questioning precisely how the coding came about and who placed it on the account, it is wrong for the special agent to assert that my parents should have had a crystal ball in order to see this all occurring in the distant future. Conversely, it is also wrong for the special agent to assert that I should have built and used a time machine to change the course of history.

For the record, I know for a fact that the propane fuel dealer first used by my parents was Modern Gas Sales of Avoca, Pennsylvania. That company can be reached at (570) 457-5311. My family was a customer of theirs until at least the year 2020. Falcon Propane of Scranton, Pennsylvania became the new dealer right after them and began providing fuel a few years ago. That company can be reached at (570) 207-1711.

It should be noted that I personally contacted both companies recently and asked them to put something in writing to establish the years of service that my family had/have had with the respective companies. Both companies were wary of this exceptions process and any unforeseen consequences that it could have on the company. The one company was even consulting its legal department regarding the request. I cannot force a company to take legal risks that it has been advised against, but I can at least supply you with a means to contact both, if you are interested.

In the discussion section, the special agent includes the following statement: "Complainants also selected “Yes” to the statement, “All of the information you entered above is true and accurate to the best of your ability.” Please see my earlier remarks regarding this issue. The special agent was wrong to conclude that only the applicant can and does enter all of the information on the application. We cannot and will not be held responsible for data/answers that the company entered itself and/or changed before, during or after the application's submission. The special agent was not present during the course of the completion of the application, yet he speaks as if he has filled one out himself.

In the discussions section, the special agent writes the following: "Mr. Roberts’s argument assumes that had he known about the change in the OnTrack calculation, he might have changed his answer to the heating question in the application, which is suspect." That is another misinterpretation of my arguments. What I was contending was that, had I known that the revised plan was so tied into the heating source, I would have tried to emphasize the actual source with the company. This might have been accomplished had the direct question, which was proposed at the hearing, been a part of the application. Otherwise, I do not know how else that could have been done. After all, it is an online application and I could not exactly break out a marker to draw attention to such a crucial question. Moreover, there was no space provided on the application to include any comments, questions, etc.

Again, if the company wishes to throw its partner under the bus, so be it. That does not excuse the agency from its supposed role of verifying any and all information contained on a submitted application. Use common sense. If you, as a partner, are apprised of what the revised plan entails and then come across an application that voluntarily supplies expense information for a non-electric source of heating, would you not pause to make sure that you understood the situation correctly? Or is it a case of just toss it in a file and rack up another "completed" tally on the scoreboard? Why didn't the agency ever contact me last summer with any questions or concerns? Or did it only perform a cursory review of the application, thereby ruling out any follow-up, including the verification step?

This passage in the discussion section is also another head spinner: "However, the fact remains that Complainants’ primary heating is either electric or it is not electric. The evidence presented points to, at the very least, that PPL reasonably understood the household to have electric heat. It would be unreasonable to expect that a customer would change their heat source because a notice explained a lower percent of income

for homes not heated with electricity." Which is it then? This is contradictory to his earlier discussions. At one point, he assumed and wrongfully concluded that the home had to be electrically heated. Now, he is acting as if he feels that that is not the case and is walking back his conclusions. How many twists and turns can this special agent take in one decision?

What I do not appreciate from the special agent is this thinly-veiled insinuation that my motives were somehow criminal here, most especially without ever questioning me about such a topic. I am not the one on trial here. Contrary to what the agent contends, I did not withhold information. I freely volunteered the information requested in the instructions and at a time during which I was completely unaware of the intricacies of the revised plan. See where being honest gets you.

In the discussion section, the special agent adds this: "At that point, PPL shall complete its investigation into the household's heat source and update the account accordingly." See my earlier remarks regarding this topic. He also includes this footnote in that particular section of the discussion: "PPL may find it prudent to treat this matter as notice that Complainants are claiming their primary heat source has changed and initiate their investigation as soon as practicable." Despite now knowing otherwise, the company, still to this day, has not completed such an investigation. See where being obstinate gets you... a free pass from the commission.

Last but not least, the commission needs to take responsibility for its failures along the way in this process. Better training should be given to Bureau investigators. At the very least, they should review the reporting from the utility with the complainant prior to rendering a decision. With the complainant, they could also share copies of any paperwork (i.e. charts, graphs, tables, etc.) that the utility company supplied before rendering a decision. Again, this all could have been caught at the informal complaint level, if not for the mistakes of the investigator.

The commission accepted the revised plan based upon the company's demonstration that it understood its own plan and had all of the necessary resources to fully implement it. It was the company that choose the agency as its partner in that work. To counter Ms. Bell's testimony, not every customer of the utility is a member of its customer assistance programs. The company could have and should have stressed the importance of verifying the heating source with its agency, let alone with all applicants. If the company chose a partner that was negligent in its duties, then that solely lies on the shoulders of the company. The manpower to carry out the verification is there since the company partners with several different agencies across the regions of the commonwealth.

In the end, this company cannot be allowed to get away with mismanaging the approved plan and for failure to correct improper billing. Are things going to be permitted to return to the condition that they were in prior to rendering of the decision for Docket No. M-2023-3038060? What happened to making sure that all customers receive fair and accurate billing from this utility company? Or was that all just a pipe dream? Ponder that.

Thank you for allowing me the chance to address you as a body. If you unsure about any part of these exceptions, please do let me know what your questions or comments might be. Please also note that these exceptions were prepared without the opportunity to review a transcript of the hearing. I simply cannot afford the cost of hundreds of pages being produced and shipped to me by a third-party enterprise. With all that said, I do not know what the road ahead has in store, but feel the need to have another set of eyes and ears pour over this case. I also need to exercise my provided rights, as outlined in the letter from the Secretary's Bureau that was included with the decision, seeing as the utility company could very well tell me that it will do the right thing here and wind up not fulfilling its pledge. Let me know if you need anything else of me. The best way to reach me is by phone at (570) 587-0116. Have a nice day.

Sincerely,

James Roberts

author of the exceptions for Docket No. F-2024-3046011

(570) 587-0116