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August 26, 2011

VIA FEDEX NEXT DAY

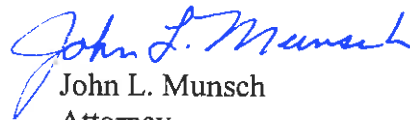
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Donna Parsons v. West Penn Power Company
Complaint Docket No. C-2010-2177252

Dear Secretary Chiavetta:

Enclosed is the original copy of the **Reply Exceptions** of West Penn Power Company to the above-captioned Formal Complaint, with certificate of service attached. This filing is also made electronically. This filing is filed by FedEx Next Day and electronically and is deemed filed today.

Very truly yours,


John L. Munsch
Attorney

JLM:jss

Enclosures

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DONNA SUE PARSONS	:	
Complainant,	:	
	:	
v.	:	Complaint Docket No. C-2010-2177252
	:	
WEST PENN POWER COMPANY,	:	
Respondent.	:	

REPLY EXCEPTIONS OF WEST PENN POWER COMPANY

West Penn Power Company (“West Penn or Company”) submits its Reply to the Exceptions filed in the above-captioned matter by Donna Sue Parsons (“Complainant”).

The Complainant’s first exception is expressed in Paragraphs Nos. 3 and 4 of the unnumbered paragraphs. She complains about the time period of April 7 to April 19, 2011. With reference back to the Complaint, which was filed in May of 2010, it is apparent that Complainant is concerned with billing during the period of April 2010, not 2011.

The Complainant states: “The total of payments made during that time period was indeed \$996.12. And that, in my estimation and after having paid clearly almost \$1000.00 in a 13 day time frame did take care of my obligation to Allegheny Power.”

The Company’s witness testified that the Complainant indeed paid \$996.12 over a two-week period in April of 2010.

The total payment she made was \$275 on April 7th, 2010. We used \$157 of that customer's payment towards her account balance. And her account balance reduced from \$1,082.86 to \$1,051.66. The remainder of her \$275 payment which was \$118 was used as a final installment that had been due on her security deposit. And the \$118 is shown with a line item on account statement showing both the billed amount to deposit and the payment toward that, which shows that's not affecting her true account balance. Her balance remained that \$1,051.66.

The customer then made another payment of \$220 which was effective April 16th, 2010 and it reduced her account balance to \$831.66. The next payments were made were two on the same day, \$80 and \$421.12. The \$421.12 is credit the account as well as the \$80 initially. And the \$80 payment was returned due to a bad account number that was entered when the payment was made.
N.T. 57.

The Company's testimony was clear that \$118 of the Complainant's payment of \$275 on April 7, 2010 went to a security deposit. The transactions are clearly shown on the Company's Exhibit No. 2. The ALJ adopted the Company witness testimony in his discussion at Part E of his decision. (Initial Decision, p 15.) The ALJ's decision is based on clear evidence in the record. The Complainant's payment of almost \$1,000 in April of 2010 did not fully cure her arrearage.

The Complainant's second Exception appears to be in Paragraph No. 6 of the unnumbered paragraphs. There the Complainant contends that the past due amount of \$700.86 shown in the termination notice was a mistake, and that the ALJ included the mistaken amount in his Finding of Fact No 6.

The Company witness testified that a "72-hour" notice was left at the Complainant's residence on April 19, 2010, advising her that her account was in danger of termination. However, on the same day, the Complainant's payment of \$421.12 arrived at the Company, and the account was "pulled from termination" and the Complainant was no longer in danger of termination. The witness testified:

A 72 hour notice was left for \$700.86. But on the same day Ms. Parsons was making a payment of \$421.12 as well as an \$80. Unfortunately those two payments were not posted, you know as a record on Ms. Parsons account, you know until after the collector had been there. It's more less a timing issue. And once those payments came in her account was pulled from collections and no additional follow up was made on it.
N.T 57.

Thus, the ALJ's finding of fact is based on substantial evidence in the record. The Company also points out that even if the Complainant's exception were correct, the account was no longer in danger of termination after the Company received payment on April 19, 2011. Thus any allegation of error by the Complainant about the April 2011 "72-hour" termination notice is essentially harmless error.

The Complainant's third Exception appears to be in Paragraph No. 7 of the unnumbered Exceptions. There Complainant complains that the Company mishandled a payment of \$80.00 that she made on April 19, 2011. The Company witness candidly explained that the \$80.00 payment on April 19 was made by phone and that an incorrect bank code was used in the payment. The payment was initially credited to the Complainant's account, then removed when the payment did not clear due to the incorrect code, and finally it was again credited when the correct code was used.

The Company witness testified:

And the \$80 payment was returned due to a bad account number that was entered when the payment was made.
.... No, we don't know what happened, the payment --- the number that was entered in the account number Ms. Parsons was given our customer service representative a number who would have then entered the number. And initially the payment appeared to go through, but then it did reject out that account number. But it's not

known where the error occurred, if there was a misunderstanding of the account number or a miss-keying of the account number. But the bottom line is that the payment did not get credited here, did not get pulled from Ms. Parsons account of her financial institution. And then that payment was repeated and ended up getting credited to her account as of April
--- I'm sorry, as of May 4th of 2010.
N.T. 53-54.

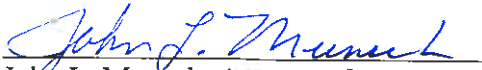
Once more the Company points out that the Complainant is essentially complaining about a harmless error. She is correct that an error was made in communicating the bank code for the \$80.00 payment by telephone. It's unclear if the error was the Complainant's or the Company's error. But the important point is that the Complainant was not harmed.

Finally the Complainant's fourth and final exception appears in Paragraph No. 9 where Complainant complains that her recorded electric consumption was excessive. The ALJ discussed the Complainant's allegation and concluded that the Complainant had not stated a case under the "Waldron Rule." Waldron v. Philadelphia Electric Company, 54 Pa.P.U.C. 98 (1990). The ALJ correctly summarized the Company witness's testimony at N.T. 49 to 52 that the Complainant's monthly bills were consistent with seasonal changes in the weather and were compatible from year to year (Initial Decision p. 12).

WHEREFORE, for the reasons expressed herein, West Penn Power Company respectfully requests that the Commission deny the Complainant's Exceptions.

Respectfully submitted,

Date: August 26, 2011

By: 
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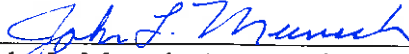
Pennsylvania Public Utility Commission;
Re: Donna Sue Parsons v. West Penn Power Company; Docket No. C-2010-2177252

CERTIFICATE OF SERVICE

I hereby certify that I have this day served by first-class mail, postage prepaid, the foregoing **Reply Exceptions** addressed as follows:

Donna Sue Parsons
193 Water Street
Hyndman, PA 15545

Date: August 26, 2011



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