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627 Heritage Drive  
Gettysburg, PA 17325  
25 January 2012

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

C-2011-2279529

Dear Ms. Chiavetta:

As advised by Mr Michael Gruin, counsel for Pennsylvania American Water Company (PAWC), I am filing a written response to his response (Answer and New Matter) to my formal complaint.

Reference paragraph 4 in his response: "The Company denies that the Complainant filed an appeal to the Commission prior to the present Formal Complaint." I filed an informal complaint per the Commission's web site instructions on November 11, 2011, hoping to solve the dispute informally. However, that was not the case; the Public Utilities Commission advised me to file a formal complaint if I wished to do so and sent me the forms for same. Prior to this receipt of formal complaint forms, I notified PAWC by telephone that an informal complaint had been submitted and that any threat to terminate my water service should be postponed until the formal complaint had been judged. This issue was ignored by the Company and I received two termination of service notices thereafter. The Commission should rule that PAWC cannot terminate water service to any customer who has filed a complaint disputing a bill related to a termination notice and that late charges cannot be applied to that bill.

Reference paragraph 4: "The Company admits that the Complainant used approximately 88,000 gallons of water during the period in question as a result of a leak on the property." In no way did I use 88,000 gallons of water; I 'used' about 2500 gallons of water or less, my normal usage (see Paragraphs 13 through 19). The remaining 85,000 gallons of water leaked into my house as a result of the leak in my water line, a leak covered under the Pennsylvania Water Resources insurance policy. This water line break and repairs, which must have uncovered a spring due to large amount of water still leaking into my house, have caused me to spend over \$7,500 in repairs to my water line, new sump pumps, and piping for water discharge off my property.

Reference paragraph 5: "The Company has already credited the Complainant's account for late fees accrued from August 1, 2011 through December 31, 2011." This is not true; the Company continues to bill me for late charges, charges I have refused to pay due to the fact that this is an on-going dispute. I have paid the PAWC bill in the amount of my normal

usage and delivery charges, except on those two occasions when PAWC threatened me with termination of water service. I suggest the Company prepare and deliver to me an itemized bill for the period August 1, 2011 through December 31, 2011 with a detailed breakout of charges, credits, late fees, waterline protection insurance payments, and water usage. The last termination notice I received on or about 8 December 2011 did not include a breakout of charges. I feel that PAWC needs to itemize the charges on its termination notices. There is no explanation as to the amount due for water service, waterline protection insurance and late payment fees. As depicted by Attachment 2 in my formal complaint, the bill is just a single amount, with no breakout of the charges as described above. In fact, the bills during this entire period (August – December 2011) have been less than transparent.

Reference paragraphs 11 through 20: these facts are indicative of my normal water usage and have no bearing on PAWC's response. In fact, it demonstrates that I pay my bills on time and in the full amount. Only when I believe a bill is in error do I refuse to pay the billed amount.

Reference paragraph 24: the Company did not need to send another letter as the work to repair the leak had already begun at that time and was, in fact, well on the way to completion. The inference is that I was negligent in correcting the situation when, in fact, the repair work was well underway if not completed at the time this letter was received.

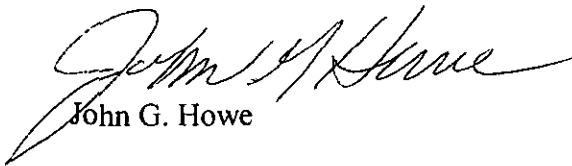
Reference paragraph 31: "On November 30, 2011, the Complainant was issued a ten-day termination notice indicating that his service would be shut-off after December 12, 2011 for an unpaid balance of \$83.09." This is a complete mystery to me. If the amount I owe on an unpaid balance on November 9, 2011 was \$320.23 and, threatened with a shut-off notice, I paid said amount, why did I receive a second termination notice on November 30, 2011 for the amount of \$83.09? Did PAWC err in calculating the original unpaid amount? Why did I not receive a "normal" bill for the November timeframe, but instead received a termination notice for \$83.09? By this point repairs had been made, and normal water service and billing should have been restored. The second termination of service notice was a shock to me. I ignored the threat of termination and paid only a portion of the bill. Since August 2011 I have paid the following amounts to PAWC: \$50 on September 7, \$45.33 on September 27, \$38.44 on October 24, \$320.23 on November 15, \$113.77 on November 27, and \$51.91 on December 31. That is a total of \$619.68; my account should surely be up-to-date and not subject to the poor customer service and treatment I have received from PAWC. I may have even overpaid my account at this point but have heard nothing from PAWC in this regard. I request a written update of my account itemized with late payment charges and credits.

Reference paragraph 35: "Additionally, the Company issued another credit to the Complainant's account in the amount of \$16.97, to remove late payment charges that accrued on his account between September and December 2011." PAWC bills do not reflect any late payment removals; the bills have an item called Late Payment Charge but no item called Late Payment Charge Refund or Late Payment Charge Credit. Because the bills I have received do not have a line item as such, the customer has to assume that

PAWC is telling the truth when it states that a late charge has been credited to his or her account. Additionally, the customer has to guess as to the item on the bill entitled Prior Balance Other may be the late charges PAWC has attached to the bill. There is no explanation on the bill. This oversight in itself adds to the confusion caused by PAWC and is the basis for further complaint. Request that the PAWC change its billing procedures so that, when termination letters are issued, the customer is able to view in detail the amount demanded and the line item related thereto.

Request that this formal complaint be entered into the Commission's files as valid and used as a reference in any future issues related to PAWC.

Sincerely,



John G. Howe

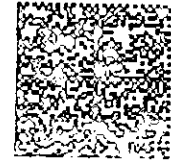
cc: Stevens & Lee

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Mr. John G. Howe  
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