

June 6, 2010

Commonwealth of Pennsylvania

Pennsylvania Public Utility Commission

P.O. Box 3265,

Harrisburg

PA 17105-3265

Dear Sir/Madam:

Re: Exceptions related to case C-2009-2115020

Enclose are one original and nine copies of my Exceptions related to the Initial Decision of Administrative Law J Ember S. Jandebaur with a certificate of service. I am also enclosing the original receipt of certified mail sent to the Respondent Pennsylvania- American Water Company.

I will be out of US from June 18th till July 24th 2010. Scheduling for the appeal hearing may please be done accordingly. I will be available via phone or ordinary mail to respond till June 17th. During my absence I normally retrieve my email at sukhendu@sukhendu.com twice a week.

Thanking you

Sincerely,


S.B. Bhattacharyya

383 Wickes road

Bushkill, PA 18324.

570-588-5814.

RECEIVED

JUN 7 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Sukhendu B. Bhattacharyya

: CASE C-2009-2115020

v.

Pennsylvania-American Water Company

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JUN 7 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exception to the Initial Decision

1. The elaborate Initial Decision (ID) discusses many issues and cites daunting legal references to convey that justice has been done. Though not even a paralegal, I can write volumes regarding each aspect of this document showing how the intent of law has been killed in the name of law. Through this response I will first discuss few points based solely on the information provided in (ID) to show that justice has not been done.
2. Then I will use any or all mathematical methodologies/anecdotes etc. contained between paragraphs 116 through 122 of this document. Through the invocation/references of these materials I will then claim that this ID has countless incidents of injustice despite my proving only a few through this exception document.
3. This exception has been formatted with numbered paragraphs. Page and paragraph numbers of ID will be referenced for quick identification of the topic under discussion. Since same methodology/viewpoint etc may be applicable in several instances of my arguments I will point out the location in this exception to refer to the methodology/viewpoint etc. to support my argument in each individual case.
4. Slightest change in the content during the final printing may destroy the whole paragraph numbering system. I request indulgence of the reader to look few paragraphs up and down if the referred issue does not match the paragraph number of this writing. I am not a trained writer, editor or word processing person. Yet under my present circumstance I am forced to perform all above functions myself. Reference to the page/paragraph number of this ID will remain unaltered at all times.

5. My recollection of the happenings during hearing is different from the message conveyed through this ID. Since human memory is notoriously unreliable I will not construct my present response based on my memory during the first part of this response. I will use data/information from this ID
6. Vital testimony/Judge's remark during the proceeding according to my recollection has been omitted. Therefore I request the full transcript of the hearing preferably before the appeal hearing date or at least on the appeal hearing date for effective presentation during appeal.
7. At different places of this presentation I will ask many documents/information either from PUC or utility before hearing of the appeal. If any entity feels that they are not obligated to provide me the requested document I suggest that they specifically mention that against each document/information requested. No explanation or legal case references are needed by me at this time unless the law specifically requires the concerned entity to do so. Website references instead of hard copy are welcome.
8. I have a very humble request to all concerned. Please remember that everything I received/ will receive from your end is legal documents. I will use information/figures from these documents to establish my argument. A GIGO (garbage in garbage out) consequence is unavoidable in this exception despite my best effort to avoid that. The contradictions/ambiguity and misinformation in documents I received earlier either from Utility of PUC are mind boggling.
9. For example Page 3 item 7 of ID says the water service was terminated on December 3. On the other hand the document sent earlier to me by Mr. Brian J. Knipe dated July 13, 2009 first page of Answer claims that the water was terminated on December 4th. Page 6 first paragraph of ID says the November bill was \$55.51. However, 48 hour shut off notice dated November 27 says the total amount of my overdue bill was \$54. 90.
10. Page 6 first paragraph of ID says the total bill past due was 96.42. The 48 hour notice sent on November 27 advises me that a total of \$84.90 is required to get reconnected. That includes a reconnection fee also. Enough confusion for me to handle.
11. I can spot very easily many similar contradictions/confusion between documents sent to me to expect me to decipher confusing information from PUC and the Utility. I do not have to point out each. I am invoking my argument presented in paragraph 118 to declare that I have established that the documents sent to me have sizeable mistakes unbecoming of any legal document. Bank officers are known to have spent hours to reconcile just one dollar difference between debits and credits. I find lack of some professionalism here.
12. This is the NATURE of confusion when I spoke with the utility representative on 4th December night (my logical recollection) , which gave rise to several heated verbal argument which resulted in delaying the reconnection as much as they could and may be shutting my valve out of revenge about one year after the first incident.
13. I can state without any ambiguity that this ID clearly indicates that the Judge did not even try to understand my real complaints. I expect to be blamed for my inability (accent during oral presentation or writing skill) to do so. I maintain even then it does not excuse any related PIP (People in Power) for their inability to understand the real issues. Consumer much less articulate

than me deserves the protection of law without having a lawyer in such an obvious case of wrong doing on several issues.

14. The key theme of this ID is preponderance of evidence with detailed explanation and case references. I plan to tackle that issue first generically.
15. My complaint was that utility did not put the required notices before disconnection. The utility said they did. The Judge said I failed preponderance of evidence test. The proof of existence of something can easily be obtained by photograph. Nobody ever taught me how to photograph nonexistent objects. I need some guidance how to produce preponderance of evidence in this situation. Guidance only. Hope as a PUC constituent I am ENTITLED to ask that.
16. In another situation (second shut off) Preponderance of Evidence (and all explanation that come with it) for the first phase of my complaint was provided by me without shred of doubt in the sense that the utility itself validated that my water line was really turned off and the utility came and turned on without any charge to me.
17. However the utility denied its involvement during shut off process and the Judge ruled that I failed to prove that the utility did that shut off.
18. Now, my commonsense logic tells me that as soon as the utility denies accepting the responsibility it is automatically proven (with preponderance of evidence with all trimmings and frills that comes with it) that somebody else did it. That somebody must be an unauthorized person. This logic is built from the principle of ELEMENTARY mathematics. However powerful the utility is they are not strong enough to violate the principles of elementary mathematics. So undesirable involvement of UNAUTHORIZED person is proven.
19. Compromise of safety at this point becomes an AXIOMATIC truth. Please see my comment about providing preponderance of evidence for items mentioned in 18 above in my paragraph 124.
20. Since special tools are needed to operate the supply valve the denial of the utility automatically converts my initial complaint to another complaint of much graver seriousness. Safety [pg 5 of ID footnote] issue and hands of terrorist will automatically became a real issue now. Further details meant for optional reading are under paragraph #127 through 132.
21. I cannot help remembering with great amusement a story I learnt in my school days. A night guard in a bank at the end of his tour of duty came to the President of the bank to inform that last night he dreamt of the bank being robbed. He even provided accurate description of the would be robbers and the timing. The President alerted the police and the robbery did happen but was controlled without the bank incurring any loss. The president offered a handsome reward to the night guard but then fired the guard IMMEDIATELY. Unless the guard slept at night he could not have dreamt etc. Therefore, if the utility still insists that they did not shut off my supply SECOND TIME, I expect the PUC to explain me why should I consider my water supply to be safe. In this case it is the utility's responsibility to provide preponderance of evidence (not just a trace of it) that my supply is safe. UNTIL THEN I will claim that the utility **failed in their primary responsibility**. Q.E.D. [quod erat demonstrandum, used at the end of a definitive proof].

22. And the PUC failed to demonstrate their expected concern. Q.E.D.
23. Through self certification utility claims that their supply is safe. This time the Judge does not ask for preponderance of evidence. THIS IS NOT FAIR. [reference; paragraph #121]
24. Another example of my firm belief is that the Judge did not care to address my main issue: Page 9 last few lines of first paragraph of ID: December 6th letter noted that service restoration could take up to three days to ensure payment had cleared. I am confused again on several reasons. The document itself shows that payment was made by credit card. Where does "clearance" come in this situation?
25. More importantly this single statement conclusively proves that Judge did not EVEN care to understand my main issues. In this particular case just because the utility says that I may be required to wait for three days AFTER FULL PAYMENT, do I relay have to do that? In USA? Where if an owner keeps his dog without water even for 24 hours is sure to land in jail.
26. If the final check was of substantial amount I could find some justification of their waiting for clearance though would never agree with the principle involved. I am the owner of the property in question and to the best of my recollection the involved amount was LESS than \$40. Is this company located in USA?
27. The utility clearly violated the intent of lawmakers and also the prevalent practice in USA and for that matter in any civilized society I know.
28. Most importantly, under this situation is not the utility's obligation to tell the customer the available options for him to effect the payment faster and help him with necessary information? I do not want to waste my time in permutation and combination. The very wording of the December 6th letter will prove that the utility do not have any inkling how seriously the lawmakers view conservation of human life through uninterrupted and safe supply of water. In this age when payment by credit card assures payment instantly and the telephone call can reach the field office within 1 minute and the distance between the field office and my house is 10 minutes and the time to operate the valve is not more than 10 minutes, what happened to me is a clear criminal case according to the intent of law.
29. Utility has undisputed right to get paid for the service they render. But they have NO RIGHT to violate human rights and I view these incidents as a clear violation of my human rights. Human rights take precedence over individual rights.
30. I am fully aware that my above analysis does not have any legal validity until a superior authority validates it. The various points scattered throughout this exception is my attempt to present my viewpoints with as much clarity as I can.
31. What is the exact rule of reconnection and whom should I hold responsible if I find that what the utility did, did according to the regulation?
32. Another general comment: ID provides too many information which do not add ANY value to the logic to reach stated conclusions and strangely avoids information needed to make informed conclusion about the fairness of the present finding

33. Page 8 paragraphs 3, last sentences of ID States that the complaint failed to meet his burden of proof that termination of service for nonpayment was unreasonable. From the view point of an average person like me the Judge very kindly did that for me and did much better than I could ever have expected to do myself as the following will explain.
34. Page 6 first paragraph of ID informs "... The November Bill was \$55.51" By "November bill" we usually mean that the bill is payable in the month of November. Unless there has been a drastic change of due date since then, my bill payment date is around 27th of each month. Therefore, it would be safe to assume that I missed one payment (which might have included an arrear payment) around November 27th which triggered the shut off. The water was disconnected on December 3rd – approximately only 5 days after the reasonably assumed due date of the "November" bill. Since utility claims that a 10-day notice was given, that 10-day notice must have then been given *before* the expiration of due date of November bill. Page 9, second paragraph second line of ID states that the first notice was sent on November 14. I am confused.
35. Reference page 6 first paragraph of ID. If on October 3rd I have a 61 cent credit balance how can my service be terminated on December 3 considering the 10 days notice. Because the credit balance on October 3 implies that a bill was prepared on October 3 to be sent to me around October 4, with due date around October 27.
36. And then the next bill generated around November 3 and payable around November 27 should contain an arrear payment of October bill, new payment plus a late payment penalty. If my assumption is correct then the earliest date the utility is authorized to mobilize the 10 day notice is November 28 and not on November 14 as documented earlier. In that situation the date on which they are authorized to disconnect is on or about December 8 and not December 3.
37. Instead of being flooded with unnecessary information I want to know if the utility has a right to initiate disconnection process after about only 20 days I missed the FIRST payment for October bill due on October 27th.
38. According to the utility's own verification I was out of the house from November 14th till December 4th. When they put these notices they are supposed to knock in the house several times to verify if any incapacitated person or child is inside. I am quoting this rule from a third world country hoping that in USA rules should be more stringent.
39. I know I was out of this house for a much longer period. Researching for documentation is not needed now. I will argue simply on the basis of data provided.
40. November bill of \$55.51 had a component of unpaid bill. Therefore it will not be unreasonable to assume that \$55.51 represents approximately two months consumption during that said period. The consumption from the date of meter reading of November bill and November 17th is \$44.69. (Page 6 first paragraph of ID). My elementary knowledge of statistics tells me that this is improbable (Not impossible). A little help in clarifying my suspicion that I was overcharged (may be due to estimated bill as opposed to actual meter reading) will be appreciated.
41. I am afraid that now I will hear the same type of logic as I described in my paragraph # 122. I am anticipating of being told that to understand the actual situation of nonpayment during first shut off

is my responsibility. However, when I established that I was without water during second time and raised my concern about safety it is me again who has to prove with Preponderance of evidence that indeed safety has been compromised. This will seem logical to many but not to a victim of discrimination.

42. Whatever may be the actual situation in my case it is undeniable that above points taken together is enough to confuse (even if nonpayment authorizing disconnection claim is valid) most average person such as myself. I do not recollect any special intellectual qualification requirement while signing up for utility service to expect me to decipher confusing information.
43. If this is the confusion in a legal document which took 90 days (according to the information provided by the Judge during hearing,) to create by a learned Judge (I am sure Judge had other work load so does every working American including myself) and another 30 days for the Secretary (PIP) of the agency (with or without scrutiny) to forward with a FORM letter, then the confusion that the utility personnel most of who are not that qualified as the Judge, created before and during oral discussions related to this fiasco do not need additional proof even under preponderance of evidence concept.
44. I am sincerely confused with the language of last paragraph of page 6 of ID. The Judge already agreed that carbon copies were posted at my home several times and all of them fulfilled the requirement of posting such notices at site. In that context I cannot fathom the implication of the whole paragraph. I am seriously thinking of hiring a physiologist to confirm or negate my suspicion that the subconscious mind of the Judge is speaking out loudly that she herself does not believe the "8x10 plan paper without adhesive" story. I also will venture to claim that the Judge in her subconscious mind believed my statement of being abroad (ref: it would not have made a difference in the outcome). I invoke the methodology in paragraph 118 to justify my logic.
45. I never disputed that the company has a right to get paid for their service. My advance payments in many earlier instances are proof positive of my belief as stated above. But the PIP failed to recognize/admit that in a civilized democratic county the customer also has a right to deny payment if the payment demand is full of confusion/ inherent contradictions.
46. To be factual, the oral arguments that I had with the utility representative did NOT contain any of the above referred issues. Since they already disconnected, the amount cannot technically be called disputed. I was nowhere around the area to dispute.
47. Just after cutoff however I had many disputes. In that situation why the money **beyond** \$55.51 that I paid on 5th could not be considered as disputed item and service restored immediately. I need definition of "disputed", specifically- can a bill be disputed after the disconnection has taken place?
48. However, that is not the start up point of this fiasco, As soon as I found that the utility is responsible for my not getting the water I asked them a very simple question (I maintain ANY sane person around the world will ask the same question in their regional official language in the same situation) as to how much to pay to get reconnected. Whatever happened later was the main thrust of my original complaint.

49. The wording of my complaint might have changed over time. But the concept NEVER changed. The concept was a consumer's complaint about the inhuman AND insulting treatment that I received from the utility AFTER disconnection and consorted "temporary lapse of memory" (to lie is an un-parliamentary word) as Mr. Churchill would have put it, of several involved persons to accept responsibility.
50. There are many facets of my complaint regarding the first incident of shut down. First comes the disconnection of water.
51. For argument's sake let me agree (though should not be construed to mean that I really agree) that despite the above referred confusions the utility had a legitimate right to disconnect the water. However, that WAS NOT my MAIN issue, even an important issue at the time of initial complaint.
52. Thanks to this ID, it has become another important issue now. The ID spends disproportionate amount of time in establishing the legitimacy of disconnection for failure of payment but conveniently forgot to address other more serious issues I raised in connection with the first shut off.
53. For the record I will state once for all my complaint about the first instance. My complaint can be subdivided in to the following parts (a) legitimacy of disconnecting my supply for nonpayment (b) failure of the utility to follow proper procedure before disconnection (c) **Inhuman behavior of the utility after disconnection. In any civilized society USA included inhuman behavior translates into illegal act all times.** Although arguably ID addresses (a) & (b) it does not address my point (c) at all
54. Regarding point "c" the ID documents (Page 3 item 15 of ID) that on 5th December utility received bulk (not all) portion of their payment. Around 5th they were also informed about serious heart condition of a senior citizen. Whether it is 4th (the day I placed the pay order to my bank- according to the logical estimate for my order to clear) or 6th according to the record of the company (despite the concept of the jargon "record doctoring") the fact remains that I was out of water in my primary residence for more than the time expected in a civilized society. Referring to the same item my recollection is that the reconnection fee was paid on December 6th and not on 7th. If the utility did reconnection on the same date it received reconnection fee I might not have much to complain. All mistakes in this ID tend to favor the utility.
55. For the time being I want to know the relevant portion of the law regarding the obligation of the utility related to reconnection procedures. How long is the utility authorized to delay reconnection after being informed the heart condition of a senior citizen when only a fraction of their claim is outstanding? Also, how long is the utility authorized to do the reconnection after they have received FULL payment and they know the medical condition of the occupant who lives only ten minutes away from the utility field office? This was and is my main issue and a straight discussion to related issues some of which are given below will be appreciated.
56. True utility is not expected to believe my heart condition without a doctor's note. At that time (around 10 P.M. on a December night in POCONO) my doctor's office was not open.

57. My complaint is that utility violated the rules of civilized society. In a civilized society in emergency situation help is extended first before verification of stated information can be completed. This single concept separates a civilized society from a barbaric society where the norm is verification first and the emergency help next. The utility had plenty of easily enforceable options if subsequent investigation revealed that I lied to get the special help.
58. At that time I was NOT having any shortage of funds and I can prove that. What would have happened if I did not have cash but expecting a cash flow in seven days? Is it or is it not utility's obligation to suggest me alternatives including public/community help that I might have qualified? In short depending on several factors various situations can arise AFTER disconnection has gone through. What is the provision of LAW in this area?
59. Admitted the utility may EVEN be entitled by law to do ALL what they did. Shylock wanted the pound of flesh from Antonio strictly in accordance with the then law. Whole world still despise him.
60. Shylock was prevented to get what he wanted and that too in a full legal way. World still respects the Judge.
61. My understanding is that PUC and similar such agencies were created by lawmakers on the assumptions that most ordinary folks are unable to know or enforce their right while dealing with big corporation. For the most part big corporations are not known for their honesty. Govt. from the tax dollar created such agency as PUC to help specific group of taxpayers to get justice against the illegal act (actual or potential) of these corporations. The only obligation that the tax payer has is NOT to tell DELIBERATE LIES. I DID NOT.
62. Admitted these agencies are also not obligated to help the consumer if after a full investigation in their opinion they did not find ANY reason to pursue the case further. If the consumer still wants to pursue the PUC has a right to ask the consumer to fight of his/her own to conserve limited resources to better serve other constituents. This is exactly the utility asked me to do from day one I complained.
63. Only time and may be the intervention of higher authority will prove if I am obligated to fight of my own or the PUC ought to have found the number of flaws in Utility's account of happenings that an average consumer like me could find within about 2 hours of examination of ID. Of course presenting the findings in a coherent manner took me much longer time.
64. Reference page 6, first paragraph of ID. "Respondent had not heard from the Complainant since May 31, 2007". I did not know that at intervals I have to call utility to pay my respects. My water consumption figure (bill) each month with a grain of common sense (unless billing is done on estimate basis) should have indicated my (or my designated person's) presence/absence in the house. I cannot fathom the implication of this statement. If now the Judge explains that contacting the utility before disconnection might have prevented /eased the situation I will strongly object to that notion. After my wife explained my sickness and major portion of the money I owed was paid, I had to wait for 48 more hours to get connected. I am confused about the relevancy of this piece of information under the above stated background and my confirmation under penalty of perjury that I was not cash strapped at that point.

65. Page 4, item 20 and 21 of the ID speaks about 72 and 48 hour notices. Again, second paragraph of page 9 of ID says notices were sent on November 14, 21, & 27 to Cherry Hill. Since time gap between 21 and 27 is more than 24 hours gap as expected in the case of 72 and 48 hours posting I want to know if different sets of notices and on different dates were posted on my primary residence and sent to Cherry Hill. What is the exact rule? Is utility authorized to change the time frame of 72 hours and 48 hours and can post notice much ahead of the above stated time frame? Presence of the wording such as "at least" before those specific hours does not allow the utility to have their own rule of posting the notice at site in violation of the stipulated time frame by law. Please note that the lawmakers use 72 hours and NOT three days. It has a meaning and that meaning has been violated by the utility.
66. Also is or is not the utility required to post the carbon copy of the respective notices they sent by mail at the actual location of the supply on or about the same date of mailing? I need data in this issue for my presentation in the appeal court.
67. Personally, if I ask my assistant to remind me something at 9 am on Sunday, I will not consider it fulfillment of my instruction if the person calls me at 9 P.M. on a Saturday night. That defeats the very purpose of my seeking help. Several permutation and combination is possible from the information in this area provided in the ID. Whether the utility complied with the intent of law is not for me to decide. But I will conclusively assert that utility did NOT follow ALL wording of the law.
68. Is the person serving the notice required to maintain a log in each day of his/her coming to my home for affixing the notices such as their observation of few unique features for example presence of one or two cars in the drive way etc.? Since the utility claims to keep a record of all their phone calls it will not be too much to ask that question or expect an answer?
69. If the person does not keep a log how the Judge became sure that they did what they claim to have done?. It is NOT a case of their word against mine or the preponderance of evidence scenario. A customer oriented company should have their internal monitoring system in place of their employee's action on such vital issue.
70. For the record I want to know if ever the company attempted to alert me of the delinquent bill over telephone.
71. Another example of my confusion/concern: during hearing the Judge remarked that even if I win the Judge cannot grant me any monetary damage. If I establish the absolute validity of my complaint the utility will be fined but the money will go to PUC. I suffered for the water stoppage on TWO different occasions nearly one year apart; I spent hours in establishing my claim, am anticipating to spend much more including my making nine copies of this presentation to spare the assistants to the Secretary from the trouble of making copy in a high speed copier with automatic feeder, but the entire benefit will go to PUC.
72. I cannot think of a better example of exploitation of human labor by an agency of world leader of democratic justice if my understanding is correct.

73. I know that I will be told that is the standard procedure in PUC. In my grade school I learnt the origin of the word "LION'S SHARE". The lion is hated by most fair (ref: paragraph 121) minded people around the world.
74. I will mention only one complain about PUC which rightfully belongs here. The method used by PUC to grant me extension of time for this exception is a violation of my privacy right in my opinion. I provided information/documentation to PIP with implied 'Need to know' basis. I DID NOT AUTOHRISE PUC to transmit those documents/ information about my medical condition to others without my explicit permission.
75. My constitution granted right to privacy will supersede any internal regulation PUC might have on the basis of legal principle that rules made by lower authority will be deemed null and void to the extent it violates the rules and regulation enacted by a superior authority.
76. The bold lettering of few areas in this ID and innumerable mention of case history reminds me the story of a fox & crane. The fox served a crane (with long beak) delicious food in a gold platter giving viewer an impression that he is extending a royal treatment for the crane. Only the crane knows that he returned home hungry.
77. I never claimed that I am a lawyer nor maintain a law library. Since the respondent already won according to the Judge, it will be logical to assume that such references are meant only to convince ME that justice has been done. The style of writing may be appropriate for learned lawyers but GROSSLY inappropriate for an average guy like me. I still believe what I learnt in my senior high school in another country. The purpose of writing is not to impress the reader but to express something useful to the reader. The focused reader here is me and not the utility because they already won. Throughout the entire document I find confusion and more confusion embedded in useless data or the facts that I already agreed upon etc. and vital data strangely missing.
78. The bolded portion of the first paragraph of page 8 of ID uses the word "conspicuously". According to my interpretation the implication of "conspicuously" necessitates that the onus of proving that the notices were placed PROPERLY with reasonable expectation of their survival till the actual shut off lies with the utility and not with me. In other words utility have to prove that the way they put theses notices had the REASONABLE chance of survival for 10 days, 72 hours and 48 hours respectively. The utility claimed that they put non protected 8X10 papers without adhesive. Firstly it does not seem possible for ordinary person (as opposed to a magician) to put all three notices together in the nonexistent clearance between the door and door frame common with modern energy efficient doors. My house is energy efficient of a much higher level than most houses in the neighborhood. Three persons in different age group with different dexterity level tried to put three absolutely fresh (as opposed to 72 hour notice being deteriorated when placing the 48 hour notice) 8X10 ALL together without success.
79. Although utility generated all these notices, once a notice is put in a "conspicuous" place of my home it becomes my property. Therefore removing one to make room for the next one will be viewed as destruction of my personal property and will be dealt as such.

80. If on the other hand the person who put the 48 hour notice claims that he did not remove any earlier paper (at least 72 hour notice), it will be treated by me that I have provided preponderance of evidence that the utility treated all these serious notices as Sunday yard sale notice. Q.E. D.
81. From Engineering point of view the clearance between the door and door frame is at least not smaller than it was three years back. I request the utility to send the person/s who personally affixed these notices to demonstrate how they did it- meaning all three notices with the honest expectation that they will survive snow and gust of wind? I will provide a fan to simulate wind velocity not exceeding 5 miles an hour. I live only 10 minutes away from their field office. Fair justice demands that.
82. At the risk of losing surprise element I will put few more facts to justify my suspicion that nobody ever came to my house. (I already accepted that utility sent those notices to Cherry Hill). I know my private suspicion does not count much. I want a chance to cross examine the person/s who actually put the notice/s and a permission to video tape so that if needed I can hire an expert to study body language. Fair justice demands that privilege.
83. My house is located in a very steep slope. In winter the driveway is impassable even for walk when we are not here and the snow does not melt naturally. During snow days, we do not clean most part of the driveway even when we are here. During snow days we park our car (when we are here) up in the street and get a small passageway created by a local person. During a long vacation we make several different arrangements for the car. Since we move around in winter we call a local person to know the condition of our house and then depending on situation we authorize him over telephone to make a small pathway on payment ONLY about 2/3 hours before our expected return. Now again, we have two doors. I being energy conservation enthusiast have taken all reasonable precaution that there is no appreciable leakage in each doorway which means there is not much clearance between the door and frame.
84. Depending on the ease of cleaning the pathway to one door or another access to only one door is cleaned. Point is there are so many variables towards the alleged placement of notices in my house. I want cross examination of the person/s that actually placed these notices under oath. Since collecting weather report on these days including wind velocity and direction and then collating the information will cost me some money and considerable effort I want to know beforehand what punishment will be given to the person/s if found they did not tell the truth DELIBARETLY and under oath?
85. Few small relevant facts also need mentioning to discourage improper testimony. I was the Engineer on record to have designed about 4 highly sophisticated intrusion detection projects for New York City School Construction Authority. My whole house is wired with low voltage wiring making addition of audio video equipment at strategic locations a snap. I have documented well recognized credential in this area verifying that I can do few complex things myself with the help of any ordinary electrician.
86. However, I am not prepared to discuss ANY aspect of the then or current home security procedure that I followed/follow. I can however, provide the UTILITY representative to have a quick view of two huge low voltages wiring terminal box in my home.

87. I do not have the time/energy to do the research but my recollection is that during our first interaction the utility did not specifically claim of putting these notices at site. All along they claimed of sending these notices to Cherry Hill. I will appreciate if I can have a copy of the Utility's letter when they dealt with this issue initially.
88. I claimed that I could not locate a single notice at a conspicuous place of my house. I also claimed that because of my previous knowledge of electrical utility procedures in another country I was specifically looking for any termination notice. I also claim/ed that I never miss a single notification from my gas supplier, UPS, FEDEX, and host of others who want to communicate important information during our absence. The utility says they did put it three times. **I personally accept their statement because they are all "honorable men" as Mr. Brutus would have said.**
89. However PIP is supposed to have a different role. Reasonableness of my claim VS the utility's claim should have been investigated thoroughly by the PUC inspector in the first place. I am sure they did NOT. I also maintain that as a consumer that was / is my minimum expectation from PUC.
90. The above paragraph is not entire statement which should have been investigated by PUC if they are to protect consumer right as I do not want to lose advantage of surprise element if this case moves further up.
91. The utility claims that they affixed disconnection notice three times on the premises.
92. Page 8 of ID statement in bold letters. The way utility admitted putting the notice is itself a proof positive that the utility does not understand the seriousness of the issue. If the person who came to serve 48 hours notice did not see the 72 hours notice he should be alert to fix the new notice in a much better way. Obviously he did not do that even if the utility claim is accepted in face value for argument's sake.
93. Ignorance of law is not an excuse. Lack of common sense should not be an excuse either. Any tenth grader after reading the whole procedure for shut off will have no doubt inferred that the society rightfully places tremendous importance on the shut off of a vital service like water. Are not the utility supposed to have some common sense? Both my residences (this one and the other at Cherry Hill) had telephones and invariably they had either answering machine or voice mail. Usually either my friends or children retrieves the messages and sends me important information via email when I am out of station for a long period. Additionally when I come back I go through the information in both phones. I FOUND NONE FROM UTILITY. I also CONFIRM that other unimportant services such as cable company takes their own simple initiative such that similar incident NEVER happened with me.
94. Is water less important than cable TV for person living under PUC jurisdiction?
95. Recording and using the email address was a universal practice in the business world during the time in question. Even very small companies asked me for my e mail address at least 4 years earlier the incident.

96. Did the company routinely ask its customers for their email address or did the company use email address for such important communication? If they did even in a single case why they did not ask for/use my Email address?
97. If they did not have my email address the onus for not asking that will fall upon Utility. I want full information regarding the email address issue. Does the application form for initial service contain a place for email address? If so did my application contain one?
98. I accept that business has a right to determine the methodology of their daily routine. But at the same time business has to observe many restrictions. The lawmakers place tremendous concern for uninterrupted (excepting when permitted by law) water supply. Asking for and using email would have been a very logical expectation from utility in this background.
99. Please allow me recreate the scenario of placing the notices. One person comes to fix 10 day notice. He simply comes with an ordinary 8X10 paper. (This to me is a conclusive proof that persons in the local office (I am not sure if it is companywide ignorance) do not even know the protocol of dealing with such notices. He does not bring any adhesive tape. He does not go back to his office 10 minutes away to fetch an adhesive tape. Because to utility this notice does not have any more importance than a Sunday Yard sale notice. 72 hours before the disconnection he comes again with the same set up and puts the notice in the same way. Definitely he does not see the 10 day notice he put earlier, but does not care. He slides the 72 hours notice in the same way he did before. Next day he starts his mission with 48 hours notice in hand. And slides the notice again. He does it very easily because the mild wind night before has blown the 72 hours notice.

If to some person this scenario seems similar to "dog ate my home task", I will not blame him/her. But this does not matter. The Judge did not give any importance to the most obvious scenario described above and it is all that counts.

100. However I take strong exception to the material in the second paragraph of page 8. Was the Judge acting as a Judge or Quality Assurance Manager? I expect that Judge should not use me as guinea pig of the utility as to what they will do in future. Instead I expected that the Judge should satisfy herself if the intent of law was fulfilled by utility's admitting sliding three plain papers in the door frame in winter and modest wind velocity that is expected most times.
101. I expected that when I complained first PUC should have investigated of their own if placement of 8X10 plan paper without adhesive meets the intent of their own regulation of specification of placement of notices.
102. They should also have investigated if this is the procedure the utility follows with other customer in the same development and customers in the general areas. A potential discrimination complaint and also my civil right violation is my active consideration if I find out that different protocol was followed elsewhere.
103. This is not a personal case anymore. The safety of the whole community and by implication the safety of the entire client base of the company is at stake and the PUC through their inaction is APPROVING the documented callousness of the utility related to safety.

104. From this point onwards I plan to use methodology /anecdotes etc. to make my argument. In every instance I will provide the paragraph number/s I will be using.

105. My recollection is that during the middle of the proceeding the Judge remarked that I had been able to meet my burden of proof. Although I have a pretty good memory I do not want to depend on that recollection to prove my statement. Full transcript of the proceeding could have helped but not required if my following reasoning given in paragraph 119 is accepted.

106. In the middle of the proceeding the Judge let me and the respondent council to have a discussion in an adjacent chamber. In that chamber in presence of my wife we had a lengthy discussion. I claim compensation was discussed with the implication that the case will be resolved. Furthermore the council took some time to go and talk with his client and came back and informed that he is not authorized to pay me over a stated amount. That did not suit me and the negotiation failed.

107. I now invoke Methodology in paragraph 119 and claim unless the concerned person/s can come up with an alternative reason for which the Judge might have allowed us to talk in private and the opponent council made at least one call to an unknown person during our meeting, I will claim that I have established validly of my claim stated in 105 above.

108. I will also claim that (a) after I ascertained that there is no breakdown of my internal plumbing the first thing I did is to look carefully all around the possible places to look for a single piece of utility notification. This is because of my considerable pre exposure in this area during a portion of my working life. I found none; I cannot offer hard proof as the Judge so eloquently demanded because nobody ever taught me how to prove the non existence of a non existing thing.

109. I then called the utility. Date in my opinion is not that important as the sequence is. I remember the sequence with about 98% accuracy.

110. There was some heated verbal exchange when I asked them if they are obligated to put a notice in my front door. But at the end I just asked them how much payment I should make to get my water reconnected. No proof is needed in this scenario as in my opinion this is axiomatic truth. All sane people around the world will say EXACTLY the same thing in the same context in their own language. I was sane that time but since that needs proof I will say my wife was all along with me and she joined her Federal Govt. job may be within three days proving her sanity during the time in question is more or less ascertained.

111. I paid an amount on 5th with dollars and cent and claim that that figure came from the utility personnel. To prove I will ask the reader to remember only one thing. Though physically not in good shape I was a sane person during this period. I have already established that my wife was sane all along.

112. It is obvious that for whatever reason I did not have access to the actual bills or notices. If I had then I should already know about the 10 day and three days notice and even two days notice that are supposed to have come with the bill which triggered the fiasco. In that situation my sanity should be the only thing in doubt if I left my other home (where all the bills are supposed to go) without first being sure that water will be available when I come to my main residence.

113. Whether on that December night I came from India or from another State of US does not matter. If it is assumed that at least my wife was sane that time it will be axiomatically proven that we did not come from Cherry Hill where all bills are supposed to have been sent. Dollar and sent payment in this situation will axiomatically prove that I got that from somebody else.
114. I wanted to pay by credit and the utility denied accepting my credit card. Proof. In my wallet I carry most times three credit cards all with substantial available credit. It is unthinkable any sane person will not first try that.
115. I was told that they cannot accept that. (If the agent was telling the truth it is a serious thing that is unrelated to my case and I will discuss in the proper forum later). I was forced to send the money via Internet.
116. I expected that depending on the situation Internet transfer will take some time so around next day evening (not sure, not an important issue in the present context) I called them again. At that point I was told that I have to pay reconnection fee before getting reconnected.
117. I can say many more things in this context but to save my trouble I am invoking methodology 2 and claiming (a) I got the wrong figure from utility personnel and (b) the utility refused accepting payment via credit card during FIRST instance
118. The materials that follow are for optional reading. No sequential reading is required. Whenever any of the following material is used in my exception I will mention the relevant paragraph number.
119. Methodology 1: This methodology Reductio ad Absurdum is widely used in mathematics while proving many difficult concepts where direct proof could not be figured out till date. It is not possible (or even required) with available time and resources at my disposal to describe the entire aspect of this methodology nor to provide information to specific source. If additional details are found necessary to dispute my methodology the responded/ PUC are most respectful suggested doing their own research.
120. In this methodology, we prove all conceivable alternative outcomes from the proposition in question is improbable (not necessarily impossible) and therefore the proposition itself must be true. As a layperson in legal methodology, I believe this concept is similar to the concept of circumstantial evidence. Many accused were convicted even with death penalty based on the then available forensic evidence AND USE OF CIRCUMSTANTIAL EVIDANCE. Few convicts benefited from the later advancement in DNA testing demonstrating that circumstantial evidence are not infallible even when applied in good faith. But even today many cases are decided on circumstantial evidence and enforced. Henceforth this methodology will be used several times with the anticipation that my proposition will be held valid as long alternative possibility cannot be offered.
121. Methodology 2. The exact name is difficult for me to recollect and I am restricted time/energy/motivation wise to do the research. However, a simple example will explain the

concept. (In mathematics Rational numbers have some properties as opposed to irrational numbers.) To PROVE that between two rational number 1 & 2 there are INFINITE numbers of rational numbers we simply prove that there is at least one rational number 3 between 1 & 2. We then ARGUE that by the same technique we can prove that between 1 & 3 there is at least another rational number 4 and between 3 and 2 there is at least one yet another rational number 5. We then abruptly conclude that therefore between two rational numbers 1 & 2 there are INFINITE numbers of rational numbers.

122. Since mathematics is a very objective science I do not see any reason to reject any of my arguments following these methodologies unless my application of a particular methodology is not applicable in that particular situation.
123. NOBODY will ever be able to "prove" that number 2 when added with number 2 arithmetically (as opposed to vectorially) will produce number 4. By NOBODY I mean most ordinary person like me or the recipients of "Fields Medal" (equivalent to Nobel Prize in mathematics). In mathematics this type of proofs are called axioms and are not provable. Demanding proof belonging to this category is gross unfairness.
124. The term "fairness" is similar to the term light. Scientist from Newton to Eisenstein could not provide an uncontroversial definition of light. However a farmer in remote village of Himalaya can feel light when he sees it. I cannot define fairness but can feel its presence without any doubt when I see it. In fact a 10 year kid shouts at the top his lung when he perceives unfairness. In my personal experience most time he is correct in his complaint. Very few times when he is wrong it is the duty of the responsible adult to explain with facts and figures the especial background which makes his" assertion wrong. To me the Judge or the people in Power (PIP) are responsible adults.
125. The type of logic which one villager in my old village used is narrated here to explain my viewpoint related to few aspects of the silent message I hear through this ID. If my former villager's neighbor's cow damaged his kitchen garden he would blame his neighbor saying it is expected that such village gardens does not economically justify building steel fence. The owner of the cow should have been more responsible in controlling his cow. The cow might have hurt the kids. But after some month if my former villager's cow will break in another neighbor's garden his argument will be that it is the responsibility of the other neighbor to have stronger fence. Cows are cows and they are expected anywhere in a village and he did not instruct his cow to target that particular garden. I can live with both logic taken individually but not when taken together by the same entity.
126. To elaborate my safety concern: Let us ASSUME that those special tools can indeed be purchased by any paying customer. Question will be who the likely person is to purchase it. Kids in this area are known to do vandalism periodically. However, unless there are few more similar incidents in this community within the same time frame, involvement of kids can be eliminated. Because it is improbable that kids will make selective vandalism especially since I do not have any kid in my present household, revenge vandalism is therefore out. Also kids are known for doing vandalism but they are not known to spend good chunk of money required to purchase that special tools to carry out vandalism. They usually utilize items available free such as stone, wood plank or at the maximum inexpensive items such as spray paint. They usually topple wayside portable

toilets, but thinking that they will take the trouble to shut off my valve is simply a stretch of imagination.

127. Involvement of professional plumbers can also be eliminated easily. All my former plumbers live outside the community. None is known to have any grievance towards me for nonpayment etc. Also, for them it will be too much hassle and risk with too little satisfaction upon successful execution of their misdeed if they were involved for reasons unknown to me. They know utility personnel live within 10 minutes from my home so no long duration inconvenience of victim/s is expected but the risk is enormous. No sane professional will ever do that.
128. Utility personal could have done it by mistake. But under oath they have already denied their involvement.
129. The only possibility is therefore, TERRORIST involvement. They have money, resources and potential motive. I cannot speculate their actual intention. May be they want to use my supply line for an experimentation how to poison the supply line through the manipulation of valve of one customer who they know will be out for few days. This incident is a major threat to public safety especially in these days of terrorist activity.
130. Not understanding this simple concept (evidenced by dismissing this issue by implication as opposed to direct ruling) is an open invitation for the unknown personnel to take mass destruction plan/ personal revenge whenever they choose on whosoever they choose and as many times they choose.
131. It will be obvious from the above logic that I am in constant fear that similar such situation can happen again and again. Both utility and PSC (PIP) failed to provide me reasonable assurance about the safety of my water supply line.

Respectfully submitted by:

Sukhendu B. Bhattacharyya

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JUN 7 2010

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CERTIFICATE OF SERVICE

I, Sukhendu B. Bhattacharyya hereby certify that I have this day served the Exception related to case # C -2009-2115020 Bhattacharyya vs. Pennsylvania American Water to Mr. Brian J Knipe Esquire Attorney of record in this proceeding in accordance with the requirements of § 33.32 (relating to service by a participant).

Dated this ~~5th~~ ^{SIXTH} day of JUNE 2010
[Signature]
(Signature)

Of counsel for _____

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