

C-2011-2247941

RE: PA. PUC

FORMAL COMPLAINT
OF

THOMAS V. OLUP, P.E.

© 719 AGNEW ROAD

PGH, PA. 15227

WRITTEN RESPONSE(S)

TO

ANSWER AND NEW MATTER
OF

PA. AMERICAN WATER CO.

BY

STEVENS & LEE

(MICHAEL A. GRUIN
AND

DANA PIRONE CAROSELLA

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PA. P.U.C. BUREAU
SECRETARY'S BUREAU

ROSEMARY CHIAVETTA

SECRETARY

PA. - PUC

COMMONWEALTH KEystone BLDG.

400 NORTH STREET, 2ND FLOOR

HARRISBURG, PA. 17120

DEAR SECRETARY CHIAVETTA,

○ PLEASE FIND ENCLOSED
MY WRITTEN RESPONSE(S)
TO THE PAWCO'S ANSWER
AND NEW MATTER. (ORIGINAL)

○ IN ADDITION, THE REQUEST
FOR RELIEF AND MY CERTIFICATION
IS INCLUDED. (ORIGINAL)

○ PREVIOUSLY, YOU HAVE RECEIVED THE ORIGINAL OF
MY WRITTEN RESPONSES TO THE PAWCO'S PRELIMINARY
OBJECTIONS.

○ SHOULD YOU HAVE QUESTIONS OR COMMENTS, PLEASE
CALL ME DIRECTLY AT (412) 884-8426.

ENCLOSURES: AS STATED IN
TRANSMITTAL LETTER

CC: SHAUN SPARKS
ATTORNEY

RESPECTFULLY SUBMITTED,
AND

VERY TRULY YOURS,

Thomas V. Olup, P.E.

THOMAS V. OLUP, P.E.

JULY 22, 2011

THOMAS V. OLUP, P.E.
v.

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DOCKET NO. C-2011-224794

PENNSYLVANIA AMERICAN WATER COMPANY, LLC.
SECRETARY'S BUREAU

RESPONSE BY CLAIMANT TO ANSWER(S)
OF THE "COMPANY" - PA. AMER. WATER CO. - THROUGH
ITS ATTORNEYS (STEVENS & LEE) TO ITS ALLEGED
AVERMENTS, AS FOLLOWS:

1. SAME. FURTHER RESPONSE - FRANCIS KLAWINSKI MADE
PAYMENT(S) FOR SOME APPROXIMATELY FORTY (40) YEARS
UNDE THE METER. ACCOUNT NO. 24-885244.
FOR APPROXIMATELY SEVEN (7) OR EIGHT (8) YEARS, PAYMENT
WAS MADE BY MRS. THOMAS OLUP (CAROL) FOR
F. KLAWINSKI, HER FATHER. M & M F. KLAWINSKI
ARE (WERE) THE IN-LAWS OF THOMAS OLUP. UPON NOTICE
TO THE COMPANY - PAWCO REQUIRED AN "ACTIVATION
FEE" OF THIRTY (30) DOLLARS FROM THOMAS OLUP
UNDER METER ACCOUNT NO. 24-2167957. M & M
F. KLAWINSKI HAD PASSED, BUT PAWCO - REQUIRED
AN "ACTIVATION FEE" WITH THE SAME METER (INTERIOR)

2. SAME

3. SAME

4. ^A THE CLAIMANT DENIES THAT THERE IS "NO"
RELIABILITY, SAFETY OR QUALITY (OF SERVICE) ISSUES
FOR ITS OVERALL SYSTEM AND SPECIFICALLY
THE COMPANY'S (PAWCO) NEGLIGENCE AS IT
EFFECTS 719 AGNEW ROAD AND SURROUNDING AREA(S).

JULY 22, 2011

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A - REFERENCING THE COMPANY'S - TO THE EXTEND^M, THAT PARAGRAPH 4 B (?) CONTAINS OTHER ALLEGATIONS, THE CLAIMANT MAINTAINS HIS AVERTMENT(S).

B. THE CLAIMANT MAINTAINS THAT THE COMPANY'S PROPOSED RATE INCREASE IS AT LEAST WAY PRE-MATURE AND IMPROPER.

THE CLAIMANT STATES THAT THE LATEST DELUGE (MAIN LINE BREAK) ON OR ABOUT JUNE 14, 2008 IN AGNEW ROAD CAUSED SUBSTANTIAL AND LIFE THREATENING CONDITIONS TO THE HOMES ALONG AGNEW ROAD. THE RUPTURE AND/OR BREAK MAY OR MAY NOT HAVE BEEN SO CALLED, "REPAIRED" (?) THE OWNER OF 719 AGNEW ROAD, THE CLAIMANT, WAS STONWALLED BY THE COMPANY. THE COMPANY'S INSURANCE CARRIER, TRAVELERS, AS WELL AS PAWCO CHOSE TO DELAY AND DENY THIS CLAIM. IT APPEARS THAT ALL HOME OWNERS ALONG AGNEW ROAD WERE COMPENSATED AND/OR DAMAGES WERE REPLACED IN KIND. THE OWNER, THOMAS V. OLUP, AT 719 AGNEW ROAD APPEARS AS THE ONLY HOMEOWNER NOT SO CALLED "SETTLED" BY THE COMPANY (PAWCO) AND/OR ITS INSURANCE CARRIER. FURTHER, THE TRAVELERS INSURANCE COMPANY UNDER DATE OF SEPTEMBER 23, 2008, ADVISED OF LEGAL ACTION BY THE CLAIMANT TO PROTECT MY STATUTE OF LIMITATIONS.

B - THE SO-CALLED REPAIR(S) BY PAWCO WAS NOT APPARENTLY COMPLETE OR IN GOOD PRACTICE (ENGINEERING) TO EITHER MITIGATE OR STOP FURTHER MAIN LINE LEAKAGE.

THE COMPANY (PAWCO) HIRED THE CASPER COLOSIMO - CONTRACTING FIRM, TO INSTALL "NEW" MAIN LINE (WATER) ALONG AGENW ROAD / JOSEPH STREET TO AN APPROXIMATE POINT THROUGH AGENW ROAD / CUSTER AVENUE. THIS WORK STARTED ON OR ABOUT JANUARY 11, 2010 IN AGENW ROAD. A PREVIOUS START (BY THE COMPANY) TO START THE WORK, APPROXIMATELY DECEMBER 22, 2009 WAS CHALLENGED BY THE HOMEOWNERS ALONG AGENW ROAD. THIS WAS APPROXIMATELY THREE (3) DAYS BEFORE CHRISTMAS. A FORMAL COMPLAINT WAS LODGED BEFORE BALDWIN BORO COUNCIL. SERVICE LINES FOR THE HOMEOWNERS DID NOT APPEAR TO BE COMPLETE BY JANUARY, 2010. THE CLAIMANT IS/WAS ON RECORD FOR THE COMPANY (PAWCO) TO REPLACE THE DERELICT MAIN LINE FOR SOME EXTENSIVE YEARS, AND STATED THAT BAND-AIDING, CLAMPS, AND/OR REPAIRS ARE OR WILL NOT HOLD-UP. FURTHER, THE CONSTANT LEAKAGE, WATER DELUGES CAUSES HEALTH AND SAFETY ISSUES TO THE HOMEOWNERS ALONG AGENW ROAD. THE COMPANY (PAWCO) WAS NOT RESPONSIVE AND/OR RESPONSIBLE, ^{OR BEFORE} UNDER THE START OF THE MAIN LINE REPLACEMENT IN JANUARY OF 2010.

"
" THE CLAIMANT DOES AVERT THAT THE COMPANY (PAWCO) CAUSED HEALTH AND SAFETY PROBLEMS.

ALSO, THE CLAIMANT AVERS THAT THE COMPANY THROUGH ITS WATER LEAKS, WATER LOSS AND MAJOR DELUGES CAUSED LOSS OF RENTAL INCOME, LOSS OF MARKET VALUE, AND/OR LOSS OF SALE AT 719 AGNEW ROAD. FURTHER, THAT THE LATEST DELUGE ON OR ABOUT JUNE 14, 2008 IS DEEMED AND/OR CHARACTERIZED AS A "CATASTROPHIC LOSS" TO BY THE ALLEGHENY COUNTY, BOARD OF PROPERTY ASSESSMENT, APPEALS AND REVIEW.

THE CLAIMANT AVERS THAT THE COMPANY (PAWCO) HAS A HISTORY AND DEVELOPED A PATTERN AND PRACTICE TO AVOID, TO DENY, TO DELAY, ^{AND} TO THEN DEFEND FOR ITS RESPONSIBILITY FOR CAUSING DAMAGE TO HOMEOWNERS - SPECIFICALLY AT 719 AGNEW ROAD.

THEREFORE, THE COMMISSION (PUC) APPEARS TO HAVE THE AUTHORITY TO SEEK RESTITUTION TO HOMEOWNERS AGAINST THE COMPANY (PAWCO.)

5. THE CLAIMANT DENIES THIS ANSWER BY THE COMPANY (PAWCO) IN TOTAL. AS TO THE "VENDETTA" BY THE COMPANY AGAINST THE OWNER(S) OF 719 AGNEW ROAD, THE CLAIMANT RESPONDS AS FOLLOWS:

WATER TRESPASSES (IN CURSIONS) CAME INTO THE DWELLING / ENVIRONMENT FOR SOME FORM (40) YEARS. PAWCO AND/OR ITS REPRESENTATIVES WERE NON-RESPONSIVE TO PETITIONS TO REVIEW ITS WATER LOSS AND/OR LEAKAGE ALONG AGNEW ROAD

IN OR ABOUT 1994, THE FIRST MAJOR DELUGE INUNDATED HOMES ALONG AGNEW ROAD, AS WELL AS THE HOME AT 719 AGNEW ROAD. ALL HOMES, EXCEPT THE HOME AT 719 AGNEW ROAD WERE SO CALLED "SETTLED" - REPLACED IN KIND OR RESTITUTION MADE, EXCEPT FOR THE OWNERS AT 719 AGNEW ROAD. LITIGATION WAS FORCED UPON THE OWNERS TO MAINTAIN THEIR LEGAL RIGHTS ALL OTHERS - DID NOT HAVE TO ABSORB LEGAL COSTS AND/OR REMEDY (OTHERS) EXCEPT FOR 719 AGNEW ROAD

ON OR ABOUT JUNE 14, 2008 THE SECOND MAJOR DELUGE, AS THE COMPANY ADMITS OCCURS. THIS MAIN LINE LEAK IS AT THE SAME (APPROXIMATE) LOCATION AND DAMAGES TO ANY/ALL OF THE SAME HOMEOWNERS, INCLUDING THE CLAIMANT AT 719 AGNEW ROAD. ALL HOMEOWNERS APPEAR TO HAVE BEEN "SETTLED". AGAIN, THE COMPANY (PAWCO) AND ITS TRAVELERS INSURANCE COMPANY HAVE "FORCED" LITIGATION TO THE OWNER AT 719 AGNEW ROAD. THE COMPANY (PAWCO) AND ITS INSURANCE COMPANY HAVE DECIDED TO DELAY, DENY AND NOW ULTIMATELY DEFEND - AND "FORCE" LITIGATION AGAINST THE CLAIMANT. I CALL THIS A "VENDETTA".

5. CLAIMANT AVERS ANY ADDITIONAL ITEMS AS STATED IN PARAGRAPH 5 (?) OF THE COMPLAINT.
6. PARAGRAPH 6 (?) AND THE COMPANY'S ANSWER IS DENIED.
7. CLAIMANT AVERS THE COMPANY (PAWCO) HAS BEEN/IS EVASIVE AND STONEWALLING AND NON-RESPONSIVE TO THE OWNER AT 719 A GLEN ROAD. ANY OTHER ITEMS IN PARAGRAPH 7 (?) ARE AVERTMENTS BY THE CLAIMANT.
8. PARAGRAPH 8 - ?
9. PARAGRAPH 9 - ?

NEW MATTER

10. CLAIMANT ALSO INCORPORATES BY REFERENCE RESPONSES CONTAINED IN ITEMS 1 THROUGH 9 ABOVE AS THOUGH FULLY SET FORTH AT LENGTH

11. THE CLAIMANT (THOMAS V. OLUP), A REGISTERED PROFESSIONAL ENGINEER FORMERLY IN AND OF THE STATES OF PENNSYLVANIA, OHIO AND WEST VIRGINIA HAS ADDRESSED AND PREPARED THE UNITED RESPONSE(S)

① THOMAS V. OLUP, P.E.
719 A GLEN ROAD
2ND ADDRESS: 629 LANE WAY
PGH, PA. 15227
TEL. (412) 884-8426

11. ② SHAUN SPARKS, ESQUIRE
OFFICE OF CONSUMER ADVOCATE

③ PUC

④ PRIVATE ATTORNEY - HAD TO FILE
LEGAL ACTION (COMPLAINT) TO PROTECT
THE TWO (2) YEAR STATUTE OF LIMITATIONS.
(2008)

12. ON OR ABOUT THE COMPANY (PAWCO) HAS
A LATEST MAJOR WATER MAIN BREAK (DELUGE)
ON OR ABOUT JUNE 14, 2008. SECOND (2ND) SENTENCE
IS DENIED AS TO "SOME" WATER DAMAGE(S).
ATTEMPTS AT REPAIR MAY OR MAY NOT HAVE BEEN
"COMPLETE" ON JUNE 14, 2008. THE CLAIMANT
AVERS THAT THE COMPANY (PAWCO) WAS NEGLIGENT
IN MAINTAINING AND NOT REPLACING ITS DEFECT
MAIN LINE(S) IN A TIMELY AND SAFE MANNER.

13. CLAIMANT TOTALLY REJECTS AND DENIES
THE COMPLETE NARRATIVE OF THIS PARAGRAPH (13).

14. DENIED AS TO CHARACTERIZATION OF
STATEMENTS. THE COMPANY (PAWCO) "FORCED" LITIGATION.
THE CLAIMANT HAD TO PROTECT THE TWO (2) YEAR STATUTE
OF LIMITATIONS. PREVIOUSLY, THE CLAIMANT REQUESTED/REQUIRE
THAT THE COMPANY (PAWCO), REPLACE IN KIND. THE
COMPANY (PAWCO) AND ITS TRAVELERS INSURANCE COMPANY DID NOT
RESPOND AND CLOSE TO DELAY; DENY AND NOW DEFEND.

14. CLAIMANT HAS NO KNOWLEDGE OF DOCKET NUMBER, BUT THE LEGAL RIGHTS FOR DAMAGES ARE STILL PENDING. HOWEVER, THE COMPANY (PAWCO) AND ITS INSURANCE CARRIER, TRAVELERS INSURANCE COMPANY, AND ITS ATTORNEY(S) HAVE INSTITUTED DISCOVERY, AS FOLLOWS: STARTED - THE FIRST REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFFS AND

THE FIRST SET OF INTERROGATORIES (TRAVELERS INS.) DIRECTED TO PLAINTIFFS ALSO, I HAVE SELECTED SO CALLED "EXPERT WITNESSES" BY ATTORNEY(S) FOR THE COMPANY (PAWCO)

IT IS INTERESTING TO NOTE THAT FOR THE COMPANY (PAWCO):

"ALL ATTORNEYS ARE EMPLOYEES OF THE TRAVELERS INDEMNITY COMPANY AND ITS PROPERTY CASUALTY AFFILIATES AND SUBSIDIARIES"

BE ADVISED THAT THE CLAIMANT (PLAINTIFF) HAS FULLY COOPERATED WITH THE TRAVELERS INSURANCE Co. AND ITS ATTORNEY(S). THE LATEST IS THAT THROUGH THE COMPANY THROUGH ITS INSURANCE CARRIER AND ATTORNEY(S) HAVE REQUESTED ANOTHER "SITE VISIT" OF THE BASEMENT/HOME AT 719 ACME ROAD. THE CLAIMANT HAS AGREED TO THE SITE VISIT OF AUGUST 19, 2011

15. DENIED.

16. DENIED

17. DENIED

18. DENIED

19. NARRATIVE IS DENIED BY COMPLAINT,
LEGAL ISSUES / CASE TO BE ARGUED BY OTHERS.

20. COMPLAINT HAS NO DIRECT KNOWLEDGE
OF STATEMENT.

21. ADMITTED / DENIED. UNDER SECOND RATE INCREASE
CLAIMANT LISTS (ETC.) - INDICATING THERE
MAY OR MAY NOT BE ADDITIONAL ITEMS (PROTESTS=?)
FOR THE OFFICE OF CONSUMER ADVOCATE OR PUC.

22. STATEMENT BY THE COMPANY (PAWCO) AND ITS
ATTORNEY(S). NO RESPONSE REQUIRED BY CLAIMANT.

23. DENIED, NARRATIVE BY ATTORNEY(S) FOR THE
COMPANY (PAWCO) APPEARS TO BE A LEGAL "OPINION"
OF THE COMPANY'S ATTORNEY(S). RESPONSE AS TO
LEGAL OPINION FOR THE CLAIMANT SHOULD BE BY OTHERS,

24. NARRATIVE APPEARS AS TO BE CONVULSED TO THE
CLAIMANT. IF LEGAL OPINION (RESPONSE) TO BE MADE,
IT SHOULD BE BY OTHERS.

25. NARRATIVE BY ATTORNEY(S) FOR THE COMPANY
APPEAR TO BE SELF-SERVING AND
DISCRIMINATORY TO THE CLAIMANT.

REQUEST FOR RELIEF

WHEREFORE, FOR ANY OR ALL OF THE REASONS
STATED HEREIN THE CLAIMANT, THOMAS V. OLUP, P.E.
RESPECTFULLY REQUESTS THAT YOUR HONORABLE
COMMISSION UPHOLD AND PROVIDE RELIEF
AS REQUESTED IN THE ORIGINAL COMPLAINT(S).

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2011 JUL 27 4:10:31

PA.P.U.C.
SECRETARY'S BUREAU

RESPECTFULLY SUBMITTED,

THOMAS V. OLUP, P.E.
FORMER PROFESSIONAL ENGINEER
IN/OF THE STATES OF:
PENNSYLVANIA
OHIO
WEST VIRGINIA
719 AGNEW ROAD
PGH, PA. 15227
TEL. (412) 884-8426

DATE: JULY 23, 2011

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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THOMAS V. OLUP
COMPLAINANT

PA.P.U.C.
SECRETARY'S BUREAU

DOCKET No. C-2011-2247941
AND

PENNSYLVANIA - AMERICAN
WATER COMPANY

DOCKET No. C-2011-2247943

VERIFICATION

I, THOMAS V. OLUP, P.E. FORMER PROFESSIONAL ENGINEER IN/OF THE STATES OF PENNSYLVANIA, WEST VIRGINIA AND OHIO AND THE OWNER OF 719 AGNEW ROAD, PGH; PA. 15227, VERIFY THAT THE ANSWERS AND AVERMENTS IN THE FOREGOING WRITTEN RESPONSE(S) TO THE PENNSYLVANIA AMERICAN WATER COMPANY ANSWER TO COMPLAINT AND NEW MATTER ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 PA.C.S. § 4904, RELATING TO UNSWORN FALSIFICATIONS TO AUTHORITIES.

DATE: JULY 23, 2011

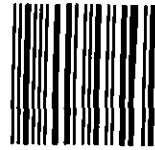
Thomas V. Olup, P.E.

THOMAS V. OLUP, P.E.

719 AGNEW ROAD
PGH, PA 15227



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MS. ROSEMARY CHIAVETTA
SECRETARY
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COMMONWEALTH KEYSTONE BLDG.
400 NORTH STREET; 2ND. FLOOR
HARRISBURG, PA. 17120