

Juanita Hoffman
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February 10, 2017

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

PA P.U.C.
SECRETARY'S BUREAU

2017 FEB 15 AM 10:04

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**Re: Juanita Hoffman v. The York Water Company
Docket No. C-2017-2583598**

Dear Secretary Chiavetta:

Enclosed for filing is the response to The York Water Company Answer and New Matter in the above-referenced complaint, which was received by U.S. Mail on February 2, 2017. An electronic copy of The York Water Company Answer and New Matter in the above-referenced complaint was not received to date.

Respectfully submitted,



Juanita Hoffman
Complainant

ANSWER TO NEW MATTER:

Re: Docket No. C-2017-2583598

1. No responsive pleading required.
2. No responsive pleading required.
3. No responsive pleading required.
4. Admitted in part and denied in part. It is admitted that York Water Company's contractor removed and replaced three sections of sidewalk. Those portions of sidewalk being one section of which was not in need of replacement and two of which were damaged as a result of the project. It is denied that the third slab that was damaged during the project and in need of replacement was replaced.

It is denied that the removal and replacement of the sidewalk was adequate and reasonable. On each separate visit by the contractor to make repairs, additional damage was caused to adjoining sections of the sidewalk by the contractor in the performance of his work. In addition, the arched slab that was damaged during the York Water Company project was never replaced but instead an undamaged slab was removed and replaced. Additionally, it took 9 months from the time the damage to the sidewalk occurred and was reported to the York Water Company before the second damaged slab was removed and replaced and as mentioned earlier, the third damaged slab has not been replaced as of this date.

It is denied that the damage caused when removing the second slab of concrete is not a public safety hazard. The piece broken away from the adjoining slab by the contractor during the replacement of the second damaged slab protrudes above the replaced slab creating a gap between the two slabs causing a potential tripping hazard.

Additionally, the pictures and comments showing and explaining the damage to the sidewalk caused by York Water Company's contractor that were attached to the Formal Complaint were also included with the original letters sent to the York Water Company and were provided to explain and illustrate the damages suffered since I was never given the opportunity to meet with either a representative from the York Water Company or the contractor to discuss the damages and repairs.

It is denied that York Water Company has provided adequate, safe, reliable, and reasonable service. The damaged slab that I was told would be replaced was not and a slab that was undamaged has been replaced. Additionally, an unsafe condition exists to pedestrians as a result of the corner being knocked off of an adjoining slab by the contractor in the process of removing the damaged slab causing the corner to protrude above the replaced slab creating a gap between the two slabs and posing a potential

tripping hazard. Finally, in consideration that it took 9 months in order to have the slab repaired that was damaged on August 5, 2015 and the fact that the third damaged slab is yet to be replaced refutes the fact of adequate, reliable and reasonable service.

It is also denied that the contractor made three visits to the property in an effort to address concerns. The third visit made to the property by the contractor on 5/25/16 was to retrieve the cones and a blob of concrete that was left on my property after the slab replacement on 5/12/16.

It is admitted that the contractor made the following visits to the property to address the damages; however, I have never met nor spoken with the contractor:

First visit (9/18/2015), contractor removed the cold patch from the pad containing the water pipe and replaced it with concrete, however, neither the cracked arched slab connected to the right of the replaced pad nor the adjoining slab that was chipped and cracked during the pipe replacement project were replaced despite the fact that these damages were conveyed to the York Water Company prior to any repair work being started or completed.

Second visit (5/12/2016), the contractor replaced the slab that was chipped and cracked and in the process damaged the corner of the adjoining slab by breaking off the corner of the slab. In addition, to replacing the chipped and cracked slab, the contractor replaced the arched slab that was **NOT damaged** but never replaced the arched slab that was damaged on 8/5/2015 during the beginning phase of the water pipe replacement project and which is located on the opposite side of the walkway from the arched slab that was replaced.

5. Denied. It is denied that relief is not entitled in consideration of the fact that the damages were caused by the contractor hired by the York Water Company. It is my belief that the property damages should be repaired to at least equal to what existed prior to the project that was ordered by the York Water Company. The damages did not exist prior to the York Water Company project and were reported in a timely fashion to the York Water Company Customer Service Department on 8/6/2015 in a telephone conversation with Kelly who advised that the York Water Company will make repairs for any damage suffered after completion of the project.

In addition, numerous letters were sent and several discussions were had regarding the damages with Mr. Tim Young, the foreman on the job, who assured me he would take care of seeing that the repairs were made.

6. No responsive pleading required.

7. Admitted. It is admitted that this is an appeal from a decision of the PUC's Bureau of Consumer Services (BCS) as indicated in 7 (a) of the Formal Complaint. The decision offered by the BCS is that the position of the York Water Company is that they feel they have met their obligation to make appropriate repairs; therefore, the case was closed; however, it is my belief that the York Water Company has not met their obligation to make appropriate repairs. Consequently, I was given the opportunity and information via correspondence dated December 20, 2016 from Grant Geszvain of the BCS regarding the procedure for filing a formal complaint and by filing said Formal Complaint – Docket #C-2017-2583598, I have exercised my right to appeal the decision of the York Water Company in the denial of my claim in which they state that they have met their obligation to make appropriate repairs.

8. Admitted. It is admitted that I will not be represented by legal counsel at the hearing to be held on this matter; however, the decision to refuse legal counsel at this time should in no way be construed that I waive my right to seek legal counsel going forward relative to this matter.

CERTIFICATE OF SERVICE

Docket No. C-2017-2583598

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA FIRST CLASS MAIL

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Date: February 10, 2017


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