

**BEFORE THE PENNSYLVANIA UTILITY COMMISSION**

**JOHN MUSGRAVE IV**

**DOCKET NUMBER C-2020-3020714**

**Complainant**

**REPLY TO NEW MATTER**

**vs.**

**THE PITTSBURGH WATER AND SEWER AUTHORITY**

**Counsel of Record for This Party:**

**Respondent**

**John K. Musgrave IV  
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**REPLY TO NEW MATTER**

**A. Complainant's Curb Box was Moved Approximately 200 Feet to the Property of Neighbors**

PWSA moved the Complainant's curb box from a location that was about 9 feet from the side of his house to a location at his neighbors' property at 6041/6045 Bunkerhill Street which is about 200 feet from the Complainant's house. The new curb box location is presently not within the public way, but rather is on the private property. The Complainant's water meter/backflow preventer pit was installed in the yard of his neighbor at 6045 Bunkerhill Street.

**B. Complainant Was Misled About the Cost of Paving the Street**

The residents of the last three houses on Bunkerhill Street were misled as to how much it would cost to pave the street after the new water lines were installed. Steve Anderjack, the Project Manager for Michael Facchiano Contracting, Inc., quoted a price for paving the street before the new water lines were installed. After the new water lines were installed, Steve quoted a significantly higher price for having the street paved. Facchiano Contracting was the contractor hired by PWSA who installed the water lines on Bunkerhill and paved the upper portion of Bunkerhill. Because the Lead Service Line Replacement Agreement does not stipulate who is responsible for repairing the street and because PWSA misled the Complainant as to the cost of paving the street, PWSA should pay for paving the street.

### **C. PWSA Appears Confused as to Whether the Complainant's Water Line to His House was Considered an Authority Water Main or a Party Water Service Line**

There appears to be some confusion on the part of PWSA as to whether the water lines to the last 3 houses on Bunkerhill were considered an authority water main or party water service line.

In Section A.3. of PWSA's Answer to New Matter, PWSA states that they are responsible only for the repair and maintenance of water mains: (a) leased to PWSA by the City under the Capital Lease Agreement effective July 27, 1995, as amended; (b) constructed by the City or Authority for public use since July 27, 1995; and (c) dedicated to public use and accepted by the Authority on or after July 27, 1995. This information is taken from PWSA TariffWater – Pa. P.U.C. No 1 at Part II.3 (definition of "Authority Water Main").

In PWSA's Introduction Section of their Answer to New Matter on page 2, PWSA states that "The subject property is on a private street and was served by a private party line that was shared with the Complainant's neighbors."

There are separate definitions for an Authority Water Main and a Party Water Service Line in the Definitions section of PWSA TariffWater – Pa. P.U.C. No 1 at Part II. Therefore, these two terms are not to be used interchangeably. Hence, PWSA appears to possibly be mistakenly citing repair and maintenance responsibilities that apply to water mains and assuming that they also apply to party water service lines. PWSA does not seem to know if the water lines to the end of Bunkerhill were part of the Authority Water Main or a Party Water Service Line.

### **D. PWSA Should Be Responsible for Repairing the Curb They Destroyed**

PWSA should be responsible for repairing the approximately 12-foot long section of curb that they destroyed during the installation of the new water lines. The Lead Service Line Replacement Agreement does not state who is responsible for repairing a street after the new water lines are installed. A curb is generally considered to be a component of a street; hence it follows that the Lead Service Line Replacement Agreement does not state who is responsible for repairing a curb. The Lead Service Line Replacement Agreement does state that PWSA was to provide the homeowner a list of repairs that the homeowner would be responsible to make after the new water lines were installed. To my knowledge, the residents of 6059 Bunkerhill were never informed that the curb on the street bordering their yard would be damaged and that the homeowner would be responsible for repairing it. Because the Lead Service Line Replacement Agreement does not specifically state who is responsible for repairing streets and because PWSA failed to in their duty to inform the homeowner that the curb would be destroyed and need to be repaired by the homeowner, PWSA should be responsible for making the curb repair.

**E. Ms. Musgrave Could Not Have Hired Her Own Plumber to Install the New Water Line to Her House**

Even if Ms. Musgrave could afford to hire her own plumber to construct her own service water line to the main, that privately hired plumber couldn't have done the job because it took the expertise of PWSA engineers to design the piping configuration so that adequately chlorinated water could be brought to her house. PWSA engineers did not reveal their piping plans to Ms. Musgrave until late fall at which time it was too late for Ms. Musgrave to get bids from and the job completed by a private plumber before the cold weather would set in and freeze the water flow in the hose supplying her house with water.

## CONCLUSION

WHEREFORE, the Complainant respectfully requests that the Commission (a) hear the complaint; and (b) grant any other relief deemed appropriate.

Respectfully submitted,

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Date: February 1, 2022

Pro Se Complainant

# **CERTIFICATE OF SERVICE**

I hereby certify that I am this day serving the foregoing document upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code Section 1.54.

Dated this 1<sup>st</sup> day of February, 2022

John K. Musgrave IV

John K. Musgrave IV

Pro Se Complainant John K. Musgrave IV agrees to serve as Pro Se counsel for himself:

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