

BEFORE THE PENNSYLVANIAL PUBLIC UTILITY COMMISSION

JOHN MUSGRAVE IV

DOCKET NUMBER C-2020-3020714

Complainant

INITIAL BREIF

vs.

THE PITTSBURGH WATER AND SEWER AUTHORITY

Counsel of Record for this Party:

Respondent

**John K. Musgrave IV
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STATEMENT OF THE CASE

1.) This proceeding is restricted to whether PWSA had maintenance and repair responsibilities prior to November 11, 2020 and whether PWSA failed to provide safe water as would be consistent with Public Utility Code Section 1501. (CT 258-10 through 15). The complainant is not pursuing any claim concerning low chlorination because this issue appears to have been fixed (CT 349-12 through 17).

2.) John Kerr Musgrave IV and his mother, Judith Musgrave, reside at 6059 Bunkerhill Street in the Highland Park neighborhood of Pittsburgh. Their house is located at the end of the dead end portion of Bunkerhill that is on the east side of Highland Avenue.

3.) The last 6 houses on this dead end portion of Bunkerhill historically were receiving their water from a party line that extended off of the main in the general vicinity of 6041 Bunkerhill (Complainant Exhibit 13B).

4.) The first break in the party line occurred around 1993 in the rock garden of 6059 Bunkerhill and was repaired by PWSA (CT:186-10, 206-18, 185-110, 186-1, 186-13).

5.) The second break on the party line on January 16, 2015 in the yard of 6049 Bunkerhill and PWSA made the repair (CT:200-19 through 20, 193-11, 193-9, 193-13, 199-13 through 16; Complainant Exhibit 10 and 11).

6.) The third break on the party line was in March of 2017 under the street in front of 6041 Bunkerhill which PWSA repaired (CT:206-16 through 17, 204-14 through 17, 204-24, 205-1, 205-7 through 9, 206-19 through 20; Complainant Exhibits 14 and 15).

7.) The fourth break on the party line occurred on the property of 6053 Bunkerhill around January 22-24, 2018 and was repaired by a private plumber hired by the property owners (Complainant Exhibit 18; ALJ Exhibit 2-Joint Stipulations).

8.) The fifth break on the party line occurred around February 2018 in the yard of 6045 Bunkerhill and was repaired by a private plumber hired by the property owners (Complainant Exhibits 16, 17, 19, and 20; CT:221-2 through 3, 222-21 through 22, 220-9 through 12, 226-24 through 25).

9.) Before this fifth break on the party line could be repaired by the private plumbers, on February 9, 2020 PWSA sent plumbers to repair the valve on the party line (CT:282-21 through 25; Complainant Exhibit 8).

10.) At this time John Musgrave requested evidence from PWSA concerning the private versus public nature of the water line, but the evidence provided was ambiguous (Complainant Exhibit 7).

11.) Around March 14, 2018, the properties of 6041, 6043, and 6045 separated themselves from the party line and ran individual water lines from each of these 3 properties to the main (ALJ Exhibit 2 – Joint Stipulations).

12.) The household of 6059 Bunkerhill Street was sent a document entitled “Results of Service Line Inspection on Your Property” which was dated February 21, 2019 (Complainant Exhibit 2). This document said that PWSA owned the water service line up to the curb stop. The curb stop at this time was about 9 feet from the side of the house.

13.) The sixth break on the party line occurred on July 27, 2020 under the street in front of the 6041 Bunkerhill for which the property owners hired their own private plumbers to make the repair (ALJ Exhibit 2 – Joint Stipulations). The private plumber was unable to the party line due to the deteriorated condition so the party line had to be abandoned (CT:341-3 through 6).

14.) At this point in time, PWSA attached a manifold to the fire hydrant to which hoses could be attached. Rich Obermeier, Director of Field Operations for PWSA, requested John Musgrave purchase and run hoses from the manifold to the last 3 houses on Bunkerhill (6053, 6055, and 6059 Bunkerhill) which John Musgrave did. (CT:341-6 through 8).

15.) On October 30, 2020, a placard from PWSA was hung on the doorknob of the rear entrance door to 6059 Bunkerhill entitled “Important Health Notice: Work to Occur on Your Water Service Line” (Complainant Exhibit 4B). This placard stated that there was a public portion of the water service line.

16.) On November 10, 2020, Judith Musgrave signed the Lead Line Service Agreement (Complainant Exhibit 3). This document said that PWSA owned the service line from the main to the curb stop. The curb stop for 6059 Bunkerhill at this time was about 9 feet to the side of the house.

17.) On November 16, 2020, Judith Musgrave signed the Temporary Easement Agreement under duress that the hose providing water to her house would freeze (CT:187-17 through 19). This agreement said that Judith Musgrave would now own the water line to her home (Complainant Exhibit 5). This agreement was improperly executed as far as signatures not having been made, drawings not labelled properly, and easement payments not having been made (CT:280-15 through 25, 281-11 through 14).

18.) On November 19, 2020, a placard from PWSA was hung on the doorknob of the rear entrance to 6059 Bunkerhill entitled “48-Hour Notice” (Complainant Exhibit 4B).

19.) During the construction of the new service lines, the curb stop for 6059 Bunkerhill was moved from a location approximately 9 feet from the side of their house to a location in the street on the property of 6045 Bunkerhill (Complainant Exhibit 9 – Joint Stipulations). The meter crock for 6059 Bunkerhill was placed in the yard of 6045 Bunkerhill beside the driveway (Complainant Exhibit 9 – Joint Stipulations; CT:234-11 through 13).

SUMMARY OF ARGUMENT

PWSA had maintenance and repair responsibilities over the party line prior to November 11, 2020. There is no conclusive historical evidence indicating if the party line is public or private. PWSA told the owner of 6059 Bunkerhill in writing that the service line from the curb stop to the main was private on 3 separate occasions. The Musgrave family at 6059 Bunkerhill have been paying PWSA a maintenance fee for the last 90 years at the same rate that customers pay who have a public line running from the main to their curb stop; no discount was given for a privately-owned party line. There was a precedence of PWSA repairing the party line. PWSA did not notify the owner of 6059 Bunkerhill in advance in writing or verbally that there was a change in policy whereby they would have to hire their own private plumber to make repairs to the party line.

ARGUMENT

PWSA had maintenance and repair responsibilities of the party line that served the last 6 houses on Bunkerhill prior to November 11, 2020 for the following reasons:

1.) There is no conclusive historical evidence indicating if the party line is public or private. The Allegheny County Health Department was unable to locate any decisive historical evidence as to the public versus private nature of the party line (CT:297-22 through 320-22). When John Musgrave requested evidence from PWSA in 2018, he was provided with an “Application and Contract for Water Supply” and a “Order for Driller/Report of Driller” from 1928/1929 (Complainant Exhibit 7). The addresses on the “Application and Contract for Water Supply” appear to have been tampered with to include 6053, 6055, and 6059 from the original version that included only 6041, 6045, and 6049 Bunkerhill. The “Application and Contract for Water Supply” is for a temporary private water line so one had no notion as to whether the permanent water line was public or private (CT:330-6 through 13).

2.) PWSA told the owner of 6059 Bunkerhill in writing that the service line from the curb stop to the main was private on 3 separate occasions. The household of 6059 Bunkerhill Street was sent a document entitled “Results of Service Line Inspection on Your Property” which was dated

February 21, 2019 (Complainant Exhibit 2). This document said that PWSA owned the water service line up to the curb stop. The curb stop at this time was about 9 feet to the side of the house. On October 30, 2020 a placard from PWSA was hung on the rear entrance door to 6059 Bunkerhill entitled "Important Health Notice: Work to Occur on our Water Service Line" (Complainant Exhibit 4A). This placard stated that there was a public portion of the water service line. On November 10, 2020, Judith Musgrave signed the Lead Line Replacement Agreement (Complainant Exhibit 3). This document said PWSA owned the service line from the main to the curb stop. The curb stop at this time was about 9 feet to the side of the house.

3) The owner of 6059 Bunkerhill was not given a billing discount for a privately-owned party line. The residents of 6059 Bunkerhill have been paying PWSA a maintenance fee for about the last 90 years at the same rate that customers pay who have a public line running from the main to their curb stop. One would expect that a 200 foot privately owned party line would deserve a discount because this would be 200 feet of water line that PWA would not be required to maintain. PWSA was billing the owner of 6059 Bunkerhill as if PWSA has maintenance responsibility from the main to the curb stop.

4) Whether or not the party line had been dedicated to the water authority in the past, PWSA had a precedence of repairing the party line. The first break occurred around 1993 in the rock garden of 6059 Bunkerhill (CT:186-10, 206-18, 185-10, 186-1, 186-13). The second break occurred on January 16, 2015 in the yard of 6049 Bunkerhill (CT:200-19 through 20, 193-11, 139-9, 193-13, 199-13 through 16; Complainant Exhibit 10 and 11). The third break occurred in March of 2017 under the street in front of 6041 Bunkerhill (CT:206-16 through 19, 204-14 through 17, 204-24, 205-1, 205-7 through 9, 206 -19 through 20; Complainant Exhibit 14 and 15).

5) It was not until the fourth break on the party line that PWSA suddenly, without written or verbal advanced notification to the owner of 6059 Bunkerhill, decided to make the homeowners of the last 6 houses on Bunkerhill hire their own plumbers to repair the party line breaks. The fourth party line break occurred on the property of 6053 Bunkerhill around January 22- January 24, 2018 and was repaired by a private plumber hired by the property owners (ALJ Exhibit 2-Joint Stipulations; Complainant Exhibit 18). The fifth break occurred round February 18, 2018 in the yard of 6045 Bunkerhill and was repaired by a private plumber hired by the property owners (Complainant Exhibit 16, 17, and 19; CT:221-2 through 3, 222-21 through 22, 220-9 through 12, 226-24 through 25). The sixth break could not be repaired by the plumber that the home owners hired, so the party line had to be abandoned. This break occurred on July 27, 2020 under the street in front of 6041 Bunkerhill (ALJ Exhibit 2- Joint Stipulations; CT:341-3 through 6). Had the homeowners been informed well in advance of a change in policy by PWSA, they may have been able to save funds or purchased insurance needed to pay for a party line break.

CONCLUSION STATING RELIEF SOUGHT

1) PWSA should pay the expense of the private plumbers that were hired to fix breaks #4, #5, and #6 on the party line.

2) PWSA should take maintenance responsibility of the new water line run to 6059 Bunkerhill to the location where the previous curb stop was located which was about 9 feet from the edge of the house. The cost of homeowner's insurance has increased for 6059 Bunkerhill because they are now responsible for maintaining 200 more feet of water line.

3) PWSA should move the curb stop and meter crock for 6059 Bunkerhill onto the property of 6059 Bunkerhill rather than being 200 feet away on her neighbor's property at 6045 Bunkerhill (Complainant Exhibit 2-Joint Stipulations; CT:234-11 through 13). This would allow the property owner to protect and maintain her own curb stop and meter crock rather than these items being out of view and off of her property. If a curb stop gets damaged, the owner is responsible for the repair cost (Tariff Water – Pa. P.U.C., No. 1, page 34, section 12b). Service to the customer can be cut-off if the Authority is refused reasonable access to the property for installing, inspecting, reading, maintaining, or removing meters or remote reading devices. Service can also be cut-off for tampering with the curb stop or meter (Tariff Water – Pa. P.U.C., No. 1, page 39, sections 3c and 3f). Where damage to the meter results from negligence, the cost of repairing the meter shall be paid by the customer (Tariff Water-Pa. P.U.C., No. 1, page 42., section 6). By moving the curb stop and meter crock for 6059 Bunkerhill some 200 feet away, out of view on his neighbor's property, the homeowner at 6059 Bunkerhill can not protect her own equipment which may cost her in terms of money for repairs or discontinuance of service which is not her own fault.

4) PWSA should pave the street from 6045 Bunkerhill to the end of the street as well as repair the curb in front of 6059 Bunkerhill which was damaged during installation of the new water lines. The Lead Line Replacement Agreement which Judith Musgrave signed on November 10, 2020 is silent in regards to who should pay for private street repairs (Complainant Exhibit 3). Section 1502 of the Public Utility Code states that customers need to be treated equally. The street was paved in front of 6041 and 6045 Bunkerhill following the installation of the new water lines, so why should the section of street in front of 6049, 6053, 6055, and 6059 not be paved as well (CT:260-10 through 261-13).

5) By PWSA taking ownership of the water line at 6059 Bunkerhill from the location of the old curb stop (9 feet from the house) to the main, PWSA will be helping the owner of 6059 Bunkerhill from having to undertake a very expensive and complicated drafting of a legal easement. As it stands now, the owner of 6059 Bunkerhill would have to get an easement through his neighbor's properties at 6055, 6053, 6049, 6045, and 6041 Bunkerhill for her water line. The homeowners at the end of Bunkerhill own their own pieces of the street (Complainant Exhibit 13A). There is a large expense in terms of time and money to get properties surveyed and to put all these easement agreements on the deeds of each homeowner.

Respectfully submitted,

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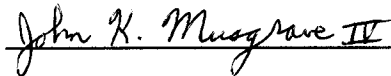
Date: April 10, 2023

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 10th day of April, 2022



John K. Musgrave IV

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

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