

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOHN MUSGRAVE IV

DOCKET NUMBER C-2020-3020714

Complainant

**REPLIES TO EXCEPTIONS OF PWSA
BY JOHN MUSGRAVE -
COMPLAINANT**

vs.

THE PITTSBURGH WATER AND SEWER AUTHORITY

Counsel of Record for this Party:

Respondent

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REPLIES TO EXCEPTIONS OF PWSA BY JOHN MUSGRAVE - COMPLAINANT

I REPLIES TO EXCEPTIONS OF PWSA

1)The Complainant is not aware of a break in the party line occurring in February 2020; therefore, the Complainant believes erroneous statements were made in the Exceptions of PWSA at the top of page 2, the bottom of page 4, the top of page 10, and the top of page 12. However, the Complainant believes there was a break in the party line in February 2018 at 6045 Bunkerhill Street which is supported by the documents from the Allegheny County Health Department (Complainant Exhibits #19 and #20).

To the Complainant's knowledge, party line breaks which PWSA refused to fix occurred on January 22-24, 2018; February 2018; and July 27, 2020. The party line break on January 22-24, 2018 occurred on the property of 6053 Bunkerhill as evidenced by the testimony of the Complainant (Tr. 340-7 through 340-19) and (ALJ Exhibit 2, Joint Stipulations). The party line break in February 2018 occurred on the property of 6045 Bunkerhill as supported by the testimonies of Justin Crowley (Tr. 220-7 through 221-3, 222-20 through 222-22) and John Musgrave (Tr. 226-24 through 226-25). The party line break on July 27, 2020 occurred under the street in front of 6041 Bunkerhill as supported by the testimony of John Musgrave (Tr. 341-15 through 341-19) and (ALJ Exhibit 2, Joint Stipulations).

2) PWSA had maintenance and repair responsibilities for the party line up to the curb stop of 6059 Bunkerhill which was 9 feet from the edge of the house prior to November 11, 2020. By moving the curb stop 200 feet away, PWSA is trying to lessen its maintenance and repair responsibilities. The movement of the curb stop is within the scope of the proceedings because

prior to November 11, 2020, PWSA had maintenance responsibility up to the curb stop which was 9 feet from the house and they failed to meet those responsibilities by moving the curb stop 200 feet away.

3) The Complainant has several times in the record brought up the issue of the curb box at 6059 Bunkerhill being moved from a location about 9 feet from the side of his house to a location about 200 feet from his house on the property of his neighbors at the border of 6041 and 6045 Bunkerhill. Therefore, PWSA should not be saying that the issue was brought up for the first time at the evidentiary hearing. PWSA has had ample opportunity to respond to this issue.

In the Complainant's Amended Complaint dated December 22, 2021, he brings up the issue of the curb box at 6059 Bunkerhill being moved from 9 feet from the house to a distance 200 feet from the house on the property of his neighbor at 6045 Bunkerhill.

In the Complainant's Initial Brief dated April 10, 2023 in the Conclusions of Relief Sought #3, the Complainant explains some of the hardships that were caused by moving his curb stop 200 feet away onto his neighbor's property at 6045 Bunkerhill. **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 shut-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 for discontinuance of service which is not her fault.

In the Complainant's Section #3 of the Reply to Motion in Limine which was filed on July 27, 2022, the Complainant addressed some additional hardships of his curb stop being moved from 9 feet from the edge of his house to a location 200 feet away on his neighbor's property. **The Complainant desires to establish the original and altered locations of curb stops not so he can represent his neighbors in this case, but rather to explain the overall configuration of the water supply to the last 6 houses on Bunkerhill. The location of curb stop is important because documents sent to the Complainant's household by PWSA seem to indicate that the maintenance of a water line from the main to the curb stop is the responsibility of PWSA whereas the maintenance of the water line from the curb stop into the home is the**

responsibility of the homeowner. A letter, not a contract, sent to 6059 Bunkerhill Street from PWSA on 2/2/19 concerning "Results of Water Service Line Inspection" indicate the service line is PWSA owned from the water main to the curb box and privately owned from the curb box to the water meter (Complainant Exhibit #2).

Another reason why the locations of curb stops is important is that the meter crock is placed close to the curb stop. The curb stop for 6059 Bunkerhill was moved about 200 feet from a location about 9 feet from the house at 6059 Bunkerhill to a location on the property of 6045 Bunkerhill. The 6045 property now has on it the curb stop and meter crock for 6059 Bunkerhill which violates provisions of the July 2018 Volume IV Tariffs (Docket No. R-2018-3002645 and R-2018-3002647). Section 509.2 of this tariff states that the owner is responsible for protecting the meter from damage and from freezing and for protecting the remote reading device, located on the lid of the meter crock from damage. The household of 6059 Bunkerhill is unable to protect their meter and remote reading device from freezing and damage because they are located some 200 feet away, the view is blocked by trees and bushes, and because 6059 Bunkerhill has no agreement with 6045 Bunkerhill whereby they will protect the meter and remote reading device. Section 509.7 states that the Owner or Customer has the responsibility to maintain and replace the crock and crock cover as necessary for the proper operation and reading of the meter and for public safety. The household of 6059 Bunkerhill is unable to maintain and replace their crock and crock cover to ensure proper operation and public safety because their crock and crock cover are located some 200 feet away, their view is blocked by trees and bushes, and because there is no agreement in place whereby 6045 Bunkerhill would notify 6059 Bunkerhill of a cracked crock or crock cover that poses a public safety hazard. Section 509.9 states that when a meter or remote sensing device malfunctions due to failure to maintain the connected plumbing or is stolen, vandalized, or damaged by abuse or through neglect, a new meter and /or remote sensing device must be secured from PWSA and installed at the expense of the property owner. The household of 6059 Bunkerhill is unable to protect their meter or remote sensing device from being stolen, vandalized, or damaged by abuse or through neglect because the devices are located some 200 feet away, their view is blocked by trees and bushes, and because there is not a written or oral agreement with 6045 Bunkerhill whereby they will protect and watch over the devices of 6059 Bunkerhill. When PWSA moved the curb stop and accompanying crock for 6059 Bunkerhill in late fall of 2020, they placed these devices in a location that violates Section 509.2, 509.7, and 509.9 of the July 2018 Volume IV Tariffs (Docket No. R-2018-3002645 and R-2018-3002647) because the devices can't be adequately protected by 6059 Bunkerhill because the devices are out of view some 200 feet away on someone else's property with which they have no protection agreement.

4) PWSA's witness, William McFadden, Director of Operations, claims that he moved the curb stop for 6059 Bunkerhill into the public right of way, but in reality he moved this curb stop onto the private property of neighbors on the border of 6041 and 6045 Bunkerhill (ALJ Exhibit 2, Joint Stipulations, Attachment C).

5) PWSA claims it cannot locate its facilities on private property (PWSA's Exceptions, p.8), but it is possible to have a publicly owned water line on a private street. For example, prior to November 2020, the water main running to the end of Bunkerhill terminated under the street on the property of 6045 Bunkerhill which is private property (Complainant Exhibit 13A, 134B, and 134C).

6) That the Complainant's present water line runs through the properties of 5 neighbors for which he will need to acquire easements is well documented in the record. In the evidentiary hearing the Complainant stated that he would need to obtain an easement for his present water line which crosses over 5 properties of his neighbors (Tr. 345-1 through 345-6). Complainant Exhibit 13A and Complainant Exhibit 6-6 through 6-7 show how the property owners of 6041 through 6055 Bunkerhill each own their own sections of Bunkerhill Street. (ALJ Exhibit 2, Joint Stipulations of Facts, Attachment C) is a map of the water lines at the end of Bunkerhill after November 2020. This map shows the water line for 6059 Bunkerhill Street running through the properties of 5 neighbors.

7) Concerning the issue of the service line being connected to a shared portion of the water line, the Complainant did not have the ability to argue about all the details of the new piping configuration that was installed in November 2020. PWSA did not share all the details of the new piping configuration with the Complainant. The Complainant was given some initial piping plan drawings from the PWSA, but PWSA appeared to deviate from the initial plans as the project progressed. The Complainant is also not a registered plumber or the holder of an engineering degree with a specialty in water resources. The Complainant learned a little about the design of water line configurations by talking with Jeff Czochara who is the Assistant Plumbing Program Manager for the Allegheny County Health Department. The Complainant should not have been expected to get all the flaws of PWSA's new water line configuration on the record because the Complainant was not privy to all of PWSA's design plans nor did he have an in-depth knowledge of how to design water supply systems.

8) There is no conclusive historical evidence that proves the party line was private or public. PWSA had a history of treating the party line as their own as evidenced by their making repairs to the party line on 3 occasions: circa 1993, 2015, and 2017. Therefore, when the party line break occurred in January 2018, it was unfair of PWSA to make the residents of 6059 Bunkerhill hire their own plumbers for the repairs when PWSA had not given them any written or verbal notice that there had been a change in policy.

9) Prior to November 11, 2020, PWSA informed the household of 6059 Bunkerhill in writing on 3 occasions, which were not part of contracts, that PWSA was responsible for the maintenance and repair of the public section of the water line which was located from the main to the curb stop and that the homeowner was responsible for the private portion of the water line which

ran from the curb stop into the house (Complainant Exhibit 2 and Exhibit 4). The location of the curb stop at the time of these written notices was about 9 feet from the edge of the house at 6059 Bunkerhill.

10) There is evidence in the record and a legal basis providing that PWSA had responsibility to maintain or repair the party line prior to November 2020.

Section #2 of the Complainant's Reply Brief dated April 19, 2023 states the following. **The Authority will furnish, install and maintain all service lines from the main to and including the curb stop and box (Tariff Water P.U.C. No. 1, page 33, section 11).** When the party line break occurred in July 2020, it was PWSA's responsibility to fix this break; but instead, they made the homeowners hire their own plumber to try to make the repair. The private plumber from Beverly Services said the party line needed to be abandoned and could not be fixed due to its deteriorated condition. At this time the curb stop for 6059 Bunkerhill was about 9 feet away from the house. It was PWSA's responsibility to furnish a new service line from this curb stop that was 9 feet from the house to the main. Instead PWSA moved the curb stop 200 feet up the street in another neighbor's property before installing a new service line (Complainant Exhibit 9 – Joint Stipulations).

Section #3 of the Complainant's Reply Brief dated April 19, 2023 states the following. **If the Owner of a Single Family Residential Development installs or wishes to have installed a Water Service Line greater than 1-inch in diameter, the ownership and maintenance responsibility for the entire Water Service Line, from the Premises being served with Authority water up to and including the connection of the Water Service Line to the Authority Water Main, including the Curb Stop and Curb Box, and the Corporate Stop or mechanical joint tee, lies with the property Owner. This Section 506.2 shall apply to installation of Water Service Lines to Single Family Residential Developments following the effective date of the Revised Rules and Regulations.**

The effective date of these Revised Rules and Regulations was March 30, 2018; therefore, this rule does not apply to the party line at the end of Bunkerhill which was installed prior to this effective date. This Section 506.2 also appears to be talking about individual service lines of greater than 1-inch in diameter, not party lines which are addressed in Section 504.1.

Section #5 of the Complainant's Reply Brief dated April 19, 2023 states that following. Section 102.38 of the Prior Tariff defines a "Party Water Service Line" as a single Water Service Line that connects to the Authority's Water Main and delivers water from the Water Main to more than one building. There is no mention that "The start of the Party Water Service line is the terminal point for the Authority's responsibility for the service connection." This language does not appear as part of the definition of "Party Line" until Tariff Water – Pa. P.U.C., No.1, page 23, section 29. Therefore, when the 2 party line breaks occurred in January and February of 2018, this rule places the responsibility for repairing them on PWSA.

Section #6 of the Complainant's Reply Brief dated April 19, 2023 states the following. Tariff Water – Pa. P.U.C., No.1, page 34, section 12.a. under "Ownership and Maintenance of Water Service Lines" states that **All residential service lines larger than 1-inch diameter are the responsibility of the property owner including the section from the Curb Stop, the Curb Box, and that portion of the Water Service Line running from the Curb Stop to the Water Main.**

This rule, however, does not apply to a party line which is different from residential service. Residential service is water service supplied to and individual single -family residential dwelling unit (Tariff Water – Pa. P.U.C. No. 1, page 34, Part II (38)). A Party Water Service Line is a single Water Service Line that connects to the Authority's Water Main and that delivers water from the Authority's Water Main to more than one building (Tariff Water – Pa. P.U.C., No. 1, page 23, Part II (29)).

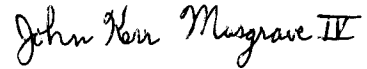
11) PWSA not informing the household of 6059 Bunkerhill that there had been a change in policy as to who was responsible to repair the party line until after the party line break in January 2018 was a violation of Section 1501 of the Public Utility Code. Section 1501 says that service from a public utility is to be convenient and reasonably continuous. It was not convenient for the residents of the last 6 houses of Bunkerhill to hire their own plumbers to make repairs to the party line. It was not convenient to have to dig a trench and install a sump pump in the back yard of 6059 Bunkerhill in January 2018 to lessen the amount of water flowing through foundation into the basement. It was not convenient to have to purchase safe drinking hoses and then run them from the fire hydrant to the last 3 houses on Bunkerhill following the party line break in July 2020.

12) PWSA claims that they provided notice of their change in policy that they would no longer be repairing the party line when the Director of Operations, Rich Obermeier, on February 13, 2018 met with the residents of the last 6 houses on Bunkerhill. This meeting was after the party line broke in January 22-24 of 2018. PWSA did not inform the household of 6059 Bunkerhill of their change in policy until after the January 2018 break occurred. The household of 6059 Bunkerhill had no forewarning of the change in policy which would have allowed them to save money for such an emergency or to purchase insurance to cover a break in the party line. At this January 13, 2018 meeting with Rich Obermeier, he told the homeowners of the last 6 homes on Bunkerhill that the only way they were going to get clean water was to run a main from the bottom of Sheridan Avenue to the bottom of Herberton Street and that it would take PWSA several months to finalize their engineering plans for this project. That plan never materialized.

II CONCLUSION

For the reasons set forth herein, John Kerr Musgrave IV respectfully requests that the Commission uphold the Conclusions and Order of the Initial Decision.

Respectfully submitted,

A handwritten signature in black ink that reads "John Kerr Musgrave IV". The signature is written in a cursive style with a large, stylized "J" and "M".

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Date: August 18, 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 18th day of August, 2023



John K. Musgrave IV

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

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