
 John Kerr Musgrave IV,
 v.
 The Pittsburgh Water and
 Sewer Authority

Docket No.:
 C-2020-3020714

1 In-Person Evidentiary
 Hearing(s)

 Pages 167 - 354

Judge's Chambers
 Piatt Place
 301 Fifth Avenue
 Pittsburgh, PA 51222

Wednesday, February 8, 2023
 Commencing at 10:06 a.m.

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Hearing Date: February 8, 2023

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ALJ Exhibit 1

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John Kerr Musgrave IV	:	
	:	
v.	:	C-2020-3020714
	:	
Pittsburgh Water and Sewer Authority	:	

**INTERIM ORDER
PROVIDING NOTICE OF THE TAKING OF JUDICIAL NOTICE**

On July 8, 2020, John Musgrave IV (Complainant or Mr. Musgrave) filed an Initial Formal Complaint against Pittsburgh Water and Sewer Authority (PWSA, Company, or Respondent) alleging that the utility failed to provide reasonable and adequate service.

On August 10, 2020, PWSA filed its Answer along with a New Matter, as well as Preliminary Objections.

On August 20, 2020, the Complainant filed a response to the Preliminary Objections.

On August 29, 2020, the Complainant filed an Answer to the New Matter.

On September 18, 2020, the Commission issued a Motion Judge Assignment Notice, assigning the matter to Administrative Law Judge Marta Guhl (ALJ Guhl).

On October 27, 2020, ALJ Guhl entered an Interim Order addressing the Preliminary Objections.

On October 28, 2020, the Commission issued an Initial Telephone Hearing Notice and a Prehearing Order, scheduling a hearing for December 8, 2020.

On November 25, 2020, PWSA filed a Motion to Continue the evidentiary hearing.

On November 30, 2020, ALJ Guhl entered an Interim Order granting the Motion to Continue.

On December 4, 2020, the Commission issued a Hearing Cancellation/Reschedule Notice, rescheduling the hearing for January 12, 2021.

On January 10, 2021, the Complainant, via email to ALJ Guhl, requested a continuance of the hearing due to his mother's recent hospitalization. Respondent did not oppose the continuance request. ALJ Guhl granted the continuance by Interim Order entered January 11, 2021.

On January 11, 2021, the Commission issued a Hearing Cancellation/Reschedule Notice, rescheduling the hearing for February 9, 2021.

On January 28, 2021, PWSA filed a Motion to Consolidate the above-captioned matter with a Formal Complaint filed by Karen O'Toole against PWSA at Docket Number C-2020-3022232, which had been assigned to the undersigned.

On January 29, 2021, the Commission issued a Hearing Cancellation and Judge Change Notice, reassigning the above-captioned matter to the undersigned and cancelling the evidentiary hearing scheduled for February 9, 2021.

On March 16, 2021, the undersigned issued an Interim Order denying PWSA's Motion to Consolidate.

On March 16, 2021, the Commission issued a Prehearing Conference Notice, scheduling a prehearing conference for April 7, 2021.

On March 31, 2021, Complainant emailed a Motion to Continue the Prehearing Conference to the undersigned. Counsel for the Company was copied on the email, but the Motion did not appear as filed with the Commission's Secretary's Bureau.

On April 1, 2021, the undersigned issued an Interim Order attaching Complainant's Motion to Continue to the record and denying the Motion to Continue.

The prehearing conference was held on April 7, 2021, as scheduled. Complainant requested an evidentiary hearing be scheduled in late Fall 2021 so that he would have an opportunity to test the chlorine level in his water in the late summer months.¹ The parties agreed to submit a status report by October 1, 2021.

On June 14, 2021, the undersigned issued an Interim Order, directing the parties to submit status reports by October 1, 2021.

Complainant filed a status report on September 28, 2021, and PWSA filed a status report on October 1, 2021.

On November 16, 2021, the Commission issued a Further Prehearing Conference Notice, scheduling a prehearing conference for December 2, 2021.

The prehearing conference scheduled for December 2, 2021, convened as scheduled. The parties discussed a variety of issues, focusing on identifying and narrowing Complainant's claims. Notably, Complainant brought forth several claims which were not raised in his Initial Complaint.

The parties agreed Complainant would file an Amended Complaint by Wednesday, December 22, 2021, and PWSA would file an Answer to the Amended Complaint, along with any appropriate Preliminary Objections or Dispositive Motions by Wednesday

¹ Tr. 30:7-13.

January 12, 2022. An Interim Order was entered on December 3, 2021, memorializing these agreements.

On December 29, 2021, Complainant filed an Amended Complaint.

On January 12, 2022, the Company filed an Answer to the Amended Complaint, as well as a Motion to Dismiss.

On February 1, 2022, Complainant filed a reply to the Company's Answer, as well as an Answer to the Motion to Dismiss.

The undersigned is preparing a ruling on the Motion to Dismiss and intends to take judicial notice of some facts.

Commission Regulations permit the Commission or the presiding office to take either "official notice" or "judicial notice." Pursuant to 52 Pa.Code § 5.408. *See Ramos v. Pennsylvania Board of Probation and Parole*, 954 A.2d 107,110 (Pa.Cmwlth. 2008) (quoting *Falasco v. Pennsylvania Board of Probation and Parole*, 521 A.2d 991, 995, n.6 (Pa.Cmwlth. 1987)).

Pennsylvania Rule of Evidence 2.01 governs taking judicial notice of adjudicative facts. Adjudicative facts are sometimes referred to as facts about the events, persons and places relevant to the matter before the court. The rule provides that a judicially noticed fact, which may be taken at any stage of the proceeding, must be one not subject to reasonable dispute as it is either generally known within the territorial jurisdiction of the court, or is capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned. In addition, a party is entitled upon timely request, to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. The rule is not applicable to judicial notice of law. Judicial notice of law is regulated by decisional law and statute.

Official notice is the administrative counterpart of judicial notice, and permits an agency to take official notice of facts which are obvious and notorious to an expert in the agency's field and those facts contained in reports and records in the agency's files, in addition to those facts which are obvious and notorious to the average person. Official notice is a broader doctrine than judicial notice and recognizes the special competence of the administrative agency in its particular field and also recognizes that the agency is a storehouse of information on that field consisting of reports, case files, statistics, and other data relevant to its work.

In order to prepare and issue a decision on the Motion to Dismiss that is easy for readers to follow and understand, the parties are hereby notified of the intent of the undersigned to take judicial notice of the following facts:

1. John Musgrave IV, Complainant, and his mother, Judith Musgrave, reside at 6059 Bunkerhill Street, Pittsburgh, PA.
2. Judith Musgrave is the owner of 6059 Bunkerhill Street.
3. Bunkerhill Street runs in an East-Southeasterly direction in the City of Pittsburgh.
4. Highland Park lies directly to the North of Bunkerhill Street.
5. Bunkerhill Street begins where Melon Street becomes One Wild Place and ultimately ends in a dead-end.
6. Towards the dead-end of Bunkerhill Street, there is a small group of about half a dozen homes, including the service location.
7. Bunkerhill Street starts as a public street, but at some point becomes a private street.

8. The group of homes toward the dead-end of Bunkerhill Street are located on the private portion of the street.

Furthermore, the parties are hereby notified of the intent of the undersigned to take judicial notice of the following documents:

9. PWSA Tariff Water – Pa. P.U.C. No. 1, filed February 28, 2019, at Docket No. R-2018-3002645.

10. PWSA’s “Rules and Regulations,” which can be found as Exhibit JAQ-5, part of “Tariffs Volume IV,” filed July 3, 2018, at Docket No. R-2018-3002645.

Under the circumstances, the following order will be entered.

THEREFORE,

IT IS ORDERED:

1. That if a party objects to the taking of judicial notice of the facts and documents identified above, the party must file a written objection with the Commission’s Secretary, setting forth the specific objection(s), not later than March 17, 2022.

2. That any objection(s) shall be filed with the Commission’s Secretary and copied to the undersigned presiding officer and the opposing party, or legal counsel if represented, not later than March 17, 2022.

3. That unless a party files an objection as outlined in ordering paragraphs 1 and 2, the facts and documents identified above will enter the hearing record and may be cited and/or referenced in written orders and decisions in this matter, including but not limited to a written decision on PWSA's Motion to Dismiss.

Date: March 8, 2022

_____/s/
Emily I. DeVoe
Administrative Law Judge

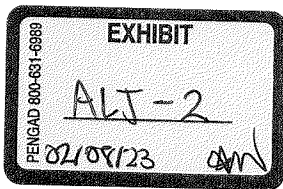
C-2020-3020714 - JOHN KERR MUSGRAVE IV v. THE PITTSBURGH WATER AND SEWER AUTHORITY

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ALTJ Exhibit 2

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John Kerr Musgrave IV

v.

Pittsburgh Water and Sewer Authority

:
:
:
:
:
:

C-2020-3020714

**CORRECTED INTERIM ORDER
ADOPTING JOINT STIPULATIONS, GRANTING IN PART AND
DENYING IN PART PWSA'S MOTION IN LIMINE
AND SCHEDULING EVIDENTIARY HEARING**

On July 15, 2022, the Pittsburgh Water and Sewer Authority (PWSA, Company, or Respondent) filed a Motion in Limine, seeking to exclude witness testimony proposed by John Kerr Musgrave IV (Complainant or Mr. Musgrave). PWSA alleges the testimony it seeks to exclude lie outside the boundaries of the issues in this case and is cumulative and repetitious. PWSA argues Complainant's witness list should be limited as so as to avoid confusion and wasting time, prohibit Complainant from representing the interests of other customers, and prohibit Complainant from calling PWSA employees as his witnesses.

On July 28, 2022, Mr. Musgrave filed a response to the Motion in Limine, essentially arguing that his proposed testimony was necessary and relevant.

On August 16, 2022, I directed Commission staff to issue a Notice, scheduling a status conference for September 1, 2022.

A status conference convened on September 1, 2022. The parties discussed a variety of topics, including the motion in limine and Mr. Musgraves' proposed witness list. A second status conferenced was scheduled for September 14, 2022.

A second status conference was held on September 14, 2022. The parties advised they had made progress toward the agreement on a set of joint stipulations but needed more time. The parties agreed to have me set a deadline for the submission of a set of proposed stipulations and a status report.

On September 15, 2022, I issued an Interim Order continuing to hold the Motion in Limine in Abeyance and ordering the parties to meet and confer at least once prior to September 30, 2022, to discuss the possibility of agreeing to a set of factual stipulations, file a fully executed copy of any stipulations by September 30, 2022, and file status reports by September 30, 2022.

On September 30, 2022, the parties filed a Joint Stipulation of Facts. This Stipulation is attached to this Order as **Attachment A**.

Also on September 30, 2022, each party filed a status report. In his status report, Mr. Musgrave included a revised witness list, detailing the expected testimony for each witness.

It is now appropriate to rule on PWSA's Motion in Limine.

Prior Orders Limiting Issues in This Case

On October 27, 2022, Administrative Law Judge Marta Guhl, (ALJ Guhl) issued an Interim Order granting Preliminary Objections filed by PWSA. In granting the Preliminary Objections, ALJ Guhl held,

While the specific chlorine readings are not in the Commission's jurisdiction, in general water quality can be reviewed by the Commission. Further, whether the service line is within the jurisdiction of the PWSA and therefore would be their responsibility to repair is an issue that the Commission should consider, especially since the Complainant disputes the PWSA's factual contention that it is a private service line. Therefore, questions remain whether, pursuant to the Public Utility Code and applicable regulations, PWSA provided the Complainant with adequate,

efficient, safe, and reasonable service and whether civil penalties are warranted in this case.¹

On March 18, 2022, I issued an Interim Order granting in part and dismissing in part a Motion to Dismiss filed by PWSA. In ruling on the Motion to Dismiss, I dismissed all of Complainant's claims except two.

I held that Complainant could proceed on his claim that PWSA had maintenance/repair responsibilities over the service line running along the private portion of Bunkerhill Street prior to November 11, 2020, and failed to perform those maintenance/repair responsibilities, resulting in line breaks in January 2018, February 2020, and July 2020. I explained,

[R]egarding the alleged breaks in February 2020 and July 2020, Complainant may proceed with this claim to the extent he will have an opportunity to prove: (1) at the time the of the alleged breaks in February 2020 and July 2020, PWSA had a maintenance/repair responsibility over the line(s) that broke, and (2) (a) the breaks were a direct result of PWSA failing to perform its responsibilities under its tariff and/or Section 1501, and/or (b) PWSA violated its tariff and/or Section 1501 by failing to properly repair the breaks.

I also reaffirmed ALJ Guhl's prior ruling that Complainant could proceed on his claim that PWSA failed to maintain proper levels of chlorine in its water between May 2018 through October 2020, such that it constitutes a violation of 66 Pa. C.S. § 1501.

Discussion

In his September 30, 2022, status report, Mr. Musgrave included a detailed proposed witness list that includes twelve expert witnesses, seventeen lay witnesses, and twelve PWSA employees.

Section 5.401 of the PUC's regulations provides that relevant and material evidence is admissible subject to objections on other grounds. This provision further states that

¹ *Interim Order*, C-2020-3020714, September 30, 2022.

evidence will be excluded if it is “repetitious or cumulative,” or if its probative value is outweighed by the “danger of unfair prejudice,” “[c]onfusion of the issues,” or “[c]onsiderations of undue delay or waste of time.”²

Section 5.403 authorizes the presiding officer to control the receipt of evidence, including ruling on the admissibility of evidence and confining the evidence to the issues in the proceeding. This provision further establishes the authority of the presiding officer to impose limitations on the number of witnesses, the time and scope of testimony, the production of further evidence and other necessary limitations. The regulation explains that these powers are necessary to direct and focus the proceedings consistent with due process.³

A motion in limine has been recognized as a valid means of requesting that the presiding officer control the receipt of evidence in the proceeding.⁴ As a matter of policy, evidence that is irrelevant or immaterial to the issues presented in a proceeding must be excluded.⁵ Information is relevant if it “logically tends to establish a material fact in the case, tends to make a fact at issue more or less probable, or supports a reasonable inference or presumption regarding the existence of a material fact.”⁶

Mr. Musgrave’s Proposed Lay Witnesses

Mr. Musgrave lists multiple individuals he intends to call as lay/fact witnesses. Complainant lists himself and his mother, who resides with him at the service location. Mr. Musgrave and his mother will be permitted to testify at the evidentiary hearing on relevant

² 52 Pa. Code § 5.401.

³ 52 Pa. Code § 5.403.

⁴ See e.g., *Pa. Public Utility Commission v. PPL Electric Utilities Corporation*, Docket No. R-2015-2469275 (Sixth Prehearing Order dated July 14, 2015).

⁵ 66 Pa. C.S. § 332(b); 52 Pa. Code § 5.401(a).

⁶ *EQT Prod. Co. v. Borough of Jefferson Hills*, 208 A.3d 1010, 1025 (Pa. 2019), citing *Commonwealth v. Johnson*, 160 A.3d 127, 146 (2017); *Commonwealth v. DeJesus*, 880 A.2d 608, 614-15 (Pa. 2005).

issues, with relevance defined by the rulings of the October 27, 2022, and March 18, 2022, Interim Orders, subject to objection from PWSA.

Most, if not all, of the other proposed lay/fact witnesses appear to be his neighbors. In his status report/updated witness list submitted September 30, 2022, Mr. Musgrave includes detailed descriptions of the testimony he would solicit from these proposed witnesses. Much of the testimony appears to be redundant and cumulative, or redundant in light of the stipulations filed by the parties on September 30, 2022, and adopted by this Order. Please note, any of the proposed testimony described below is subject to any specific objections raised by PWSA at the evidentiary hearing. **Furthermore, to the extent I refer to a witness potentially testifying to a fact or facts, I am not finding that such testimony is admissible or will be given any substantive weight. The analysis that follows is strictly an analysis of the proposed topics of testimony for each proposed witness and how that testimony relates to the adopted stipulations and the testimony of the other proposed witnesses.**

In their stipulations, the parties stipulate that there were breaks in the shared water service line serving the 6059 Bunkerhill Street occurring on or around January 22 - January 24, 2018, and July 27, 2020. The parties also stipulate that when these breaks occurred, the property owners hired a private plumber to make repair to the water service line. The parties also stipulate that the 6-inch water main serving Bunkerhill Street experience breaks on April 26, 2020, June 2, 2020, June 28, 2020, July 13, 2020, and July 27, 2020. The parties further stipulate to the approximate curb box locations for properties along Bunkerhill Street both prior to and after the line replacement in November 2020. The parties also stipulate that as of March 14, 2018, the properties at 6041, 6045, and 6049 Bunkerhill Street separated themselves from the shared water service line.

For example, in his September 30, 2022, witness list, Complainant lists Dell and Kathy Zieger as potential witnesses who would testify that there was a water line break on or about March 20, 2017, which PWSA paid to repair, and a water line break on or about July 27, 2020, which the property owners paid to repair (basis of adopted stipulation); houses separated themselves from the shared water service line on March 14, 2018 (basis of adopted stipulation);

whether an expert was consulted prior to the houses breaking off from the shared line to assess whether water quality to the remaining houses would be affected; the location of their curb box before and after PWSA's work in late 2020 (basis of adopted stipulation); hydrants were opened and allowed to run (also listed in the anticipated testimony for Complainant). I note that Mr. Musgrave lists himself as providing testimony about the hydrants being left open for "days on end." It appears these witnesses could possibly provide very limited, if any, relevant, non-redundant testimony.

Complainant also lists Brooke McCartney and Justin Cowley as potential witnesses who would testify there was a water line break in March 20, 2017 (also listed as testimony for Dell and Kathy Zieger); a water line break on February 13, 2018, which was repaired at the expense of the property owners (also listed in the anticipated testimony for Mr. Musgrave's mother); houses separated themselves from the shared water service line on March 14, 2018 (basis of adopted stipulation); whether an expert was consulted prior to the houses breaking off from the shared line to assess whether water quality to the remaining houses would be affected; the location of their curb box before and after PWSA's work in late 2020 (basis of adopted stipulation); hydrants were opened and allowed to run (also listed in the anticipated testimony for Complainant); there are crocks of different properties next to her driveway; and the chlorine level sample taken by Complainant on August 24, 2019. Mr. Musgrave lists himself as testifying about the location of his own crock and undoubtedly would be able to testify about any samples he, himself, collected. It appears these witnesses could possibly provide very limited, if any, relevant, non-redundant testimony.

Complainant also lists Andrew McFarland and Rebecca Price as potential witnesses. Complainant avers these witnesses would testify there was a water line break in Spring 2015, which was repaired by PWSA; houses separated themselves from the shared water service line on March 14, 2018 (basis of adopted stipulation); whether an expert was consulted prior to the houses breaking off from the shared line to assess whether water quality to the remaining houses would be affected; the location of their curb box before and after PWSA's work in late 2020 (basis of adopted stipulation); and hydrants were opened and allowed to run

(also listed in the anticipated testimony for Complainant). It appears these witnesses could possibly provide very limited, if any, relevant, non-redundant testimony.

Complainant also lists Karen Toole as a potential witness. Complainant avers she would testify there was a water line break on or about January 22, 2018 (basis of adopted stipulation); hydrant was opened and allowed to run (also listed in the anticipated testimony for Complainant); the location of their curb box before and after PWSA's work in late 2020 (basis of adopted stipulation); Complainant met with Frank Davis multiple times to test the water from the hydrant (Complainant could provide testimony about this); she directed Complainant on how to dig a ditch on or about January 22, 2018 (Complainant could provide testimony about this); she had to purchase hoses for Complainant to run to her house from the hydrant. Therefore, it appears this witness could possibly provide very limited, if any, relevant, non-redundant testimony.

Complainant lists Vivian Loftness and Volker Hartkopf as providing testimony about a water line break on or about January 22, 2018 (basis of adopted stipulation); hydrant was opened and allowed to run (also listed in the anticipated testimony for Complainant); they had to purchase hoses for Complainant to run to their house from the hydrant; they are out of the country during the summer, which lessens usage along the line; they read documents supplied by PWSA regarding the private/public nature of the line; the location of their curb box before and after PWSA's work in late 2020 (basis of adopted stipulation). It appears these witnesses could possibly provide very limited, if any, relevant, non-redundant testimony.

Ann Massey is listed as providing testimony that she saw Complainant taking water samples from the hydrant (Complainant could provide testimony about any water samples he took); the hydrant was opened and allowed to run (also listed in the anticipated testimony for Complainant); she had her water quality tested by an independent water testing company; and Complainant took a water sample on August 14, 2020. Complainant presumably could provide testimony about any water samples he took. Therefore, it appears this witness could possibly provide very limited, if any, relevant, non-redundant testimony.

Complainant lists Tina Rhoades and Lloyd Steiner as providing testimony that a hydrant on Sheridan was flushed and opened and that Complainant took a water sample on August 14, 2020. Complainant presumably could provide testimony about any water samples he took. It appears these witnesses could possibly provide very limited, if any, relevant, non-redundant testimony.

Complainant lists Lathe Haynes as providing testimony that a hydrant on Sheridan was flushed and opened and Complainant took a water sample on September 29, 2019. Complainant presumably could provide testimony about any water samples he took. It appears this witness could possibly provide very limited, if any, relevant, non-redundant testimony.

Howard Ames, as well as Red and Kathy Whittaker are all listed as providing testimony about multiple breaks on the main line; water was turned on and off when the repairs were made; heavy machinery was used during the repairs; and there may have been vibrations of the main line during repairs that may have vibrated the party line which was connected to it. It appears these witnesses could possibly provide very limited, if any, relevant, non-redundant testimony.

As discussed above, Mr. Musgrave and his mother will be permitted to testify at the evidentiary hearing on any relevant issue, with relevance defined by the rulings of the October 27, 2022, and March 18, 2022, Interim Orders, subject to objection from PWSA. **Other than Complainant and Ms. Musgrave, Complainant will be limited to presenting three witnesses who will testify as a lay or fact witness.**

Expert Witnesses

I have not received any applications for the issuance of subpoenas from Complainant for any witnesses of the date of this Order. I note discovery closed in this matter on July 8, 2022, as detailed in an Interim Order dated May 5, 2022. The May 5, 2022, Interim Order further provided detailed instructions regarding the Commission's rules for filing an application for the issuance of a subpoena.

To the extent Complainant files applications for the issuance of subpoenas for expert witnesses by the deadline set in the Ordering Paragraphs below, they will be subject to appropriate objections. Furthermore, PWSA's Motion in Limine is dismissed without prejudice with regard to any expert witnesses. Complainant should consider himself on notice that in addition to any objection raised by PWSA in response to any application for issuance of subpoena, I have the authority to impose limitations on the number of witnesses, and will do so if appropriate.

PWSA Witnesses

In its Motion in Limine, PWSA argues that Complainant has the burden of proving the allegations made in his Complaint. PWSA explains that Complainant seeks to call as witnesses at least fourteen PWSA personnel purportedly to prove his allegations. PWSA argues Complainant is entitled to cross-examine the PWSA witnesses who present direct testimony, provided that the cross-examination is within the scope of that direct testimony, but he should not be permitted to rely on PWSA personnel in an effort to prove the allegations he has made. PWSA avers that, Complainant, by filing a Complaint with the Commission, assumed the burden of proving his allegations and should be prepared to do so without the assistance of PWSA's own employees.

Additionally, PWSA notes that it is a very large water, wastewater, and stormwater business, which provides essential services to customers on a daily basis. PWSA argues that having fourteen PWSA employees, some high-level with significant operational responsibilities into the evidentiary hearing, most of whom would have nothing of relevance to offer on the issues remaining at issue in this proceeding, and none of whom have been in contact with Complainant regarding potential testimony, would be disruptive of PWSA's operations.

In response, Complainant argues he should have the right to call PWSA employees as witnesses during his case-in-chief because the testimony they would provide would be relevant. He argues that just because he has the burden of proof, this does not mean that he

should be barred from using PWSA employees as witnesses if those witnesses would be helpful in establishing his case.

I have not received any subpoenas from Complainant for any PWSA personnel as of the date of this Order. I note discovery closed in this matter on July 8, 2022, as detailed in an Interim Order dated May 5, 2022. The May 5, 2022, Interim Order further provided detailed instructions regarding the Commission's rules for filing an application for the issuance of a subpoena.

I note that Rasheed Ibrahim, Sarah Bolenbaugh, and Brent Lahie are all listed by Complainant as providing identical testimony. Complainant avers they would testify that the piping configuration of the main water line at the end of Bunkerhill was changed in the Fall of 2020 to improve the chlorine concentration to the homes at the end of Bunkerhill, and they would explain the changes that occurred in the piping configuration and provide drawings.

I also note Complainant lists Diana Szuch, Julie Quigley, Rich Obermeier, and PWSA Emergency Dispatch as providing testimony that Complainant called several times regarding his concerns about chlorine levels in his water. Additionally, Complainant lists Julie Quigley, Robert Gomez and Kurt Fuller as providing testimony about PWSA performing chlorine level testing when a flow regulator was not available.

To the extent Complainant files applications for the issuance of subpoenas for PWSA personnel by the deadline set in the Ordering Paragraphs below, they will be subject to objection by PWSA. Furthermore, PWSA's Motion in Limine is dismissed without prejudice with regard to PWSA employees. Complainant should consider himself on notice that in addition to any objection raised by PWSA in response to any application for issuance of subpoena, I have the authority to impose limitations on the number of witnesses, and will do so if appropriate.

THEREFORE,

IT IS ORDERED:

1. That the Joint Stipulations filed on September 30, 2022, and attached to this Order as **Attachment A** are adopted.

2. Complainant and his mother, Judith Musgrave, may testify at the evidentiary hearing to any relevant matter, subject to objection from PWSA.

3. Notwithstanding Ordering Paragraph 2, the Motion in Limine is granted such that Complainant is limited to calling **three** lay or fact witnesses during the evidentiary hearing to testify on his behalf.

4. That the Motion in Limine filed by PWSA is denied without prejudice with respect to PWSA personnel and Complainant's proposed expert witnesses.

5. That any application for the issuance of a subpoena must be filed served consistent with 52 Pa. Code § 5.421 by 4:00 pm on **Monday, November 28, 2022**.

6. That any response or objection to any application for the issuance of a subpoena must be filed and served within ten days of service of the application, consistent with 52 Pa. Code § 5.421.

7. That an evidentiary hearing is scheduled for **Monday, January 9, 2023, and Tuesday, January 10, 2023**, starting at 10:00 a.m. each day.

8. That Complainant shall present his case in chief on **Monday, January 9, 2023**, and must conclude his case by 4:00 p.m., inclusive of any cross-examination of his witnesses by PWSA.

9. That PWSA shall present its case-in-chief on **Tuesday, January 10, 2023**, and must conclude its case by 4:00 p.m., inclusive of any cross-examination of its witnesses by Complainant.

Date: November 9, 2022

_____/s/
Emily I. DeVoe
Administrative Law Judge



Eckert Seamans Cherin & Mellott, LLC
U.S. Steel Tower
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

TEL: 412 566 6000
FAX: 412 566 6099

Lauren M. Burge
412.566.2146
lburge@eckertseamans.com

September 30, 2022

Via Electronic Filing

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: John Kerr Musgrave, IV v. Pittsburgh Water and Sewer Authority
Docket No. C-2020-3020714

Dear Secretary Chiavetta:

Enclosed for electronic filing please find a Joint Stipulation of Facts with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

/s/ Lauren M. Burge

Lauren M. Burge

Enclosure

Cc: Cert. of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the Joint Stipulation of Facts upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

John Kerr Musgrave, IV
6059 Bunkerhill Street
Pittsburgh, PA 15206-1155
jmusky@earthlink.net

Hon. Emily I. DeVoe
Administrative Law Judge
PA Public Utility Commission
Piatt Place, Suite 220
301 5th Avenue
Pittsburgh, PA 15222
edevoe@pa.gov

Dated: September 30, 2022

/s/ *Lauren M. Burge*

Lauren M. Burge, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John Kerr Musgrave, IV,	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2020-3020714
	:	
The Pittsburgh Water and Sewer Authority,	:	
Respondent.	:	
	:	

**JOINT STIPULATION OF FACTS OF
THE PITTSBURGH WATER AND SEWER AUTHORITY
AND JOHN KERR MUSGRAVE, IV**

The Pittsburgh Water and Sewer Authority (“PWSA” or the “Authority”) and John Kerr Musgrave, IV (“Complainant”) hereby stipulate to the following facts in the above-referenced proceeding.

I. Breaks in Water Service Line Serving 6059 Bunkerhill Street¹

- A. The parties stipulate that breaks in the shared water service line serving the 6059 Bunkerhill Street property occurred on the following dates:
 - 1. On or around January 22-January 24, 2018; and
 - 2. July 27, 2020.
- B. When the breaks identified in Section I.A occurred, the property owners hired a private plumber to make repairs to the water service line.
- C. The parties stipulate that the 6-inch water main serving Bunkerhill Street experienced breaks on the following dates:
 - 1. April 26, 2020;
 - 2. June 2, 2020;
 - 3. June 28, 2020;

¹ The parties recognize that PWSA’s records are minimal and may be incomplete. From PWSA’s perspective, this is because the water line at issue is a private service line. The items agreed to here are supported by PWSA’s records.

4. July 13, 2020; and

5. July 27, 2020.

II. Curb Box Locations²

The parties stipulate to the following facts regarding the location of curb boxes on Bunkerhill Street:

1. Attachment A shows the approximate curb box locations prior to the line replacement in November 2020, for properties except 6053, 6055 and 6059 Bunkerhill;
2. Attachment B shows approximate curb box locations prior to the line replacement in November 2020, specifically for the properties at 6053, 6055, and 6059 Bunkerhill Street (as a supplement to Attachment A); and
3. Attachment C shows the approximate current curb box and meter crock locations after the line replacement in November 2020.

III. Other Facts

1. As of March 14, 2018, the properties at 6041, 6045, and 6049 Bunkerhill Street separated themselves from the shared water service line (or “party” line).

Respectfully submitted,

/s/ John Kerr Musgrave, IV

John Kerr Musgrave, IV
6059 Bunkerhill Street
Pittsburgh, PA 15206
jmusky@earthlink.net

Complainant

/s/ Lauren M. Burge

Lauren M. Burge, Esq.
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219
(412) 566-2146
lburge@eckertseamans.com

Karen O. Moury, Esq.
Eckert Seamans Cherin & Mellott, LLC
213 Market St., 8th Floor
Harrisburg, PA 17101
(717) 237-6036
kmoury@eckertseamans.com

Counsel for PWSA

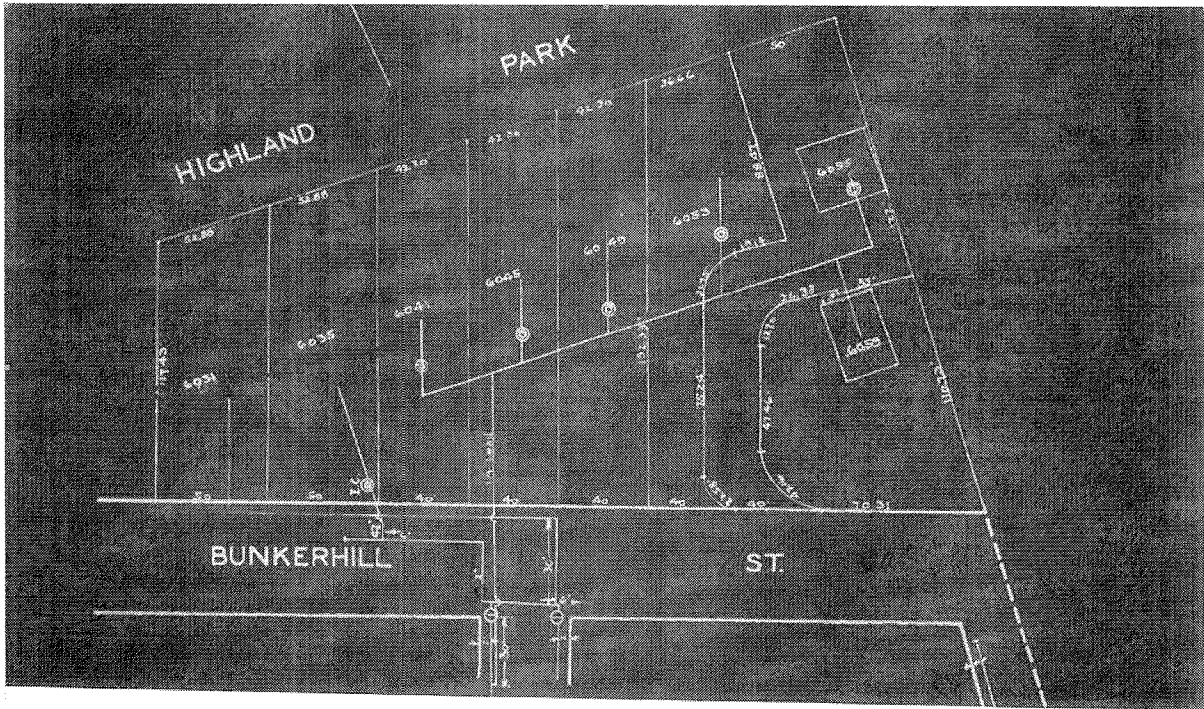
Dated: September 30, 2022

² The parties recognize that PWSA’s records are minimal and may be incomplete. From PWSA’s perspective, this is because the water line at issue is a private service line. The items agreed to here are supported by PWSA’s records.

**Joint Stipulation of Facts
Attachment A**

The map below shows approximate curb box locations on the shared water service line on Bunkerhill Street prior to the water line replacement in November 2020 for the properties except 6053, 6055, and 6059 Bunkerhill.

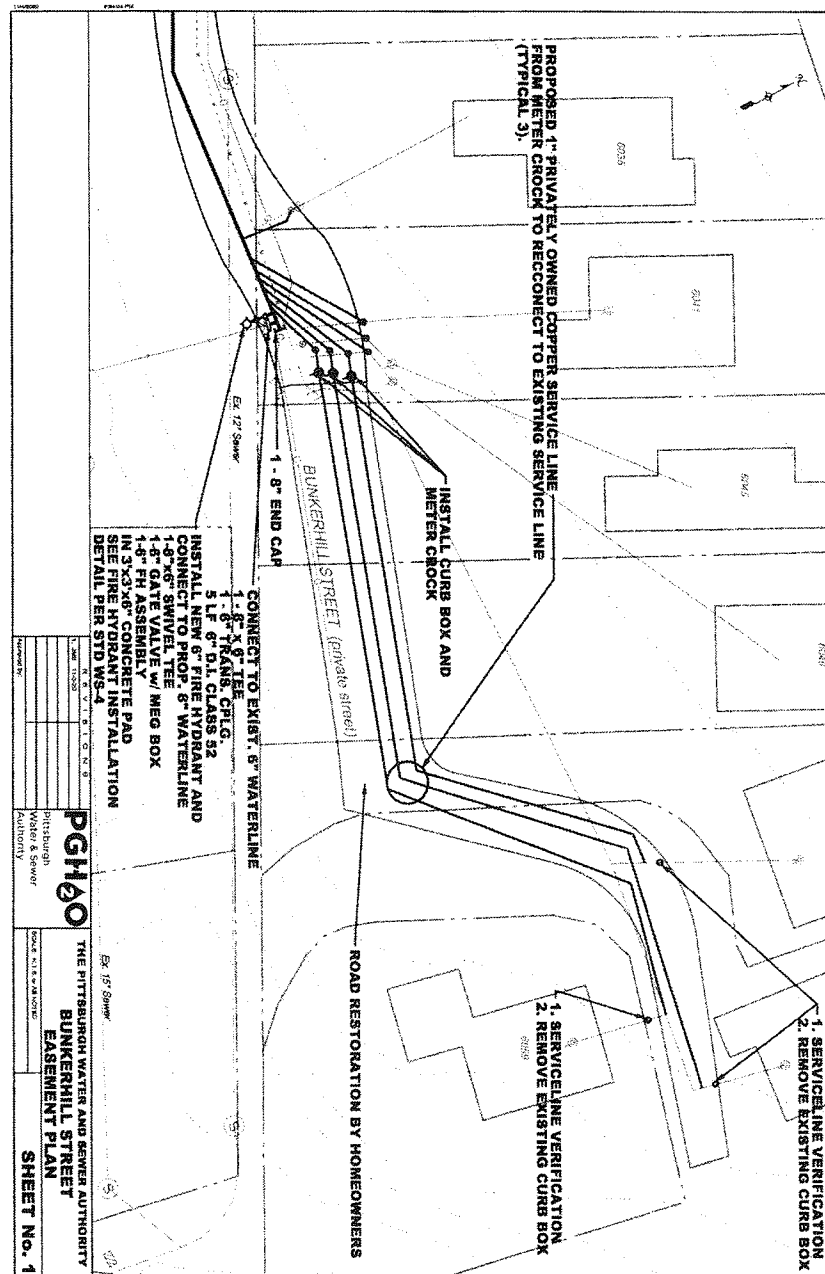
The circles shown on the map indicate approximate curb box locations. The parties note that this map is a rendering providing general locations of the curb boxes, not exact GPS locations. Additionally, PWSA's records may be incomplete. From PWSA's perspective, this is because the line at issue is a private water service line.



Joint Stipulation of Facts
Attachment B

The map below shows approximate curb box locations on the shared water service line on Bunkerhill Street prior to the water line replacement in November 2020, specifically for the properties at 6053, 6055, and 6059 Bunkerhill Street (as a supplement to Attachment A above).

The black circles shown on the map indicate approximate curb box locations for these properties prior to November 2020. The parties note that this map is a rendering providing general locations of the curb boxes, not exact GPS locations. Additionally, PWSA's records may be incomplete. From PWSA's perspective, this is because the line at issue is a private water service line.



Joint Stipulation of Facts Attachment C

The map below shows the approximate current curb box and meter crock locations on Bunkerhill Street after the shared water service line replacement in November 2020.

The purple circles shown on the map indicate approximate curb box locations, and the blue circles indicate approximate meter crock locations. The parties note that this map is a rendering providing general locations of the curb boxes and meter crocks, not exact GPS locations. Additionally, PWSA's records may be incomplete. From PWSA's perspective, this is because the line at issue is a private water service line.



C-2020-3020714 - JOHN KERR MUSGRAVE IV v. THE PITTSBURGH WATER AND
SEWER AUTHORITY

JOHN KERR MUSGRAVE IV
6059 BUNKERHILL STREET
PITTSBURGH PA 15206-1155
412.661.2374
jmusky@earthlink.net
Accepts eService

LAUREN M BURGE ESQUIRE
ECKERT SEAMANS CHERIN & MELLOTT LLC
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412.566.2146
lburge@eckertseamans.com
Accepts eService
Representing The Pittsburgh Water and Sewer Authority

KAREN O MOURY ESQUIRE
ECKERT SEAMANS
213 MARKET STREET
HARRISBURG PA 17101
717.237.6036
kmoury@eckertseamans.com
Accepts eService
Representing The Pittsburgh Water and Sewer Authority

EXHIBIT 2



February 21, 2019

*****AUTO**5-DIGIT 15206

365 S1 P11
RESIDENT/OWNER
6059 BUNKERHILL ST
PITTSBURGH, PA 15206-1155

**RE: Results of Water Service Line Inspection on Your Property**

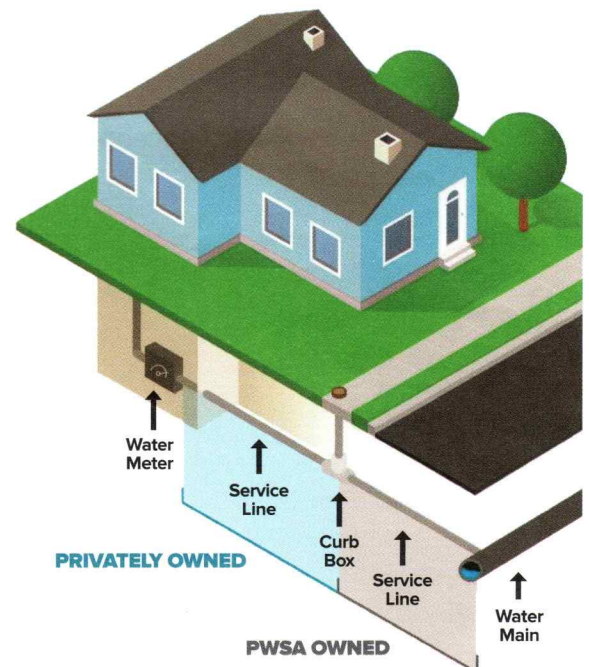
Location ID: 5028028

Location Address: 6059 BUNKERHILL ST
PITTSBURGH, PA 15206

Dear Valued Customer,

Our representatives from the Pittsburgh Water and Sewer Authority (PWSA) recently inspected your property's water service line to determine whether or not it is made of lead. The results of these inspections help us determine where we will replace lead service lines in the future.

As shown in the graphic to the right, we share ownership of the water service line with the homeowner. We own the portion from the water main up to your curb box, and you own the portion that connects the curb box to your home, on private property. See the included Inspection Results Guide for more information about the meaning of your results.





Pittsburgh
Water & Sewer
Authority

THE RESULTS OF THE INSPECTION OF YOUR PROPERTY ARE AS FOLLOWS:

Homeowner's (private) portion of the service line:

NON-LEAD

PWSA's (public) portion of the service line:

UNKNOWN

Note: This inspection only evaluates the material types found at the curb box. Your curb box may have been previously replaced (with non-lead materials), or only a portion of the private side may have been previously repaired or replaced. For more accurate results, we recommend that you also determine the type of material used in the service line where it enters your house.

As a part of our Community Lead Response program, we are replacing a limited number of public lead service lines per year. You will be contacted directly if your property is selected for the replacement program. If you choose to replace the private side with your own plumber, contact the Lead Help Desk to coordinate and PWSA will replace the public side at the same time.

For more information about coordinating replacements, contact the PWSA Lead Help Desk at 412.255.8987 or at LeadHelp@pgh2o.com.

Sincerely,

A handwritten signature in black ink that reads 'Robert A. Weimar'.

Robert A. Weimar
Executive Director

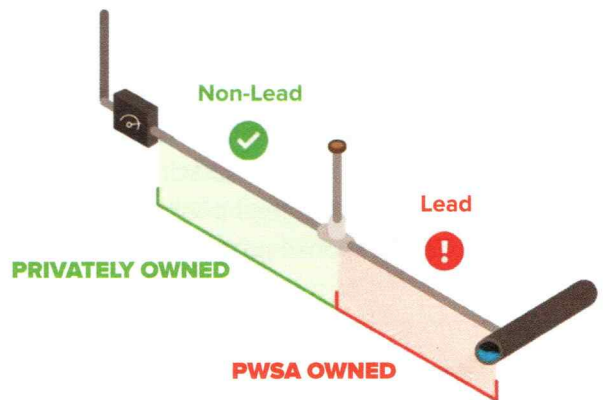
Enclosures



Inspection Results Guide

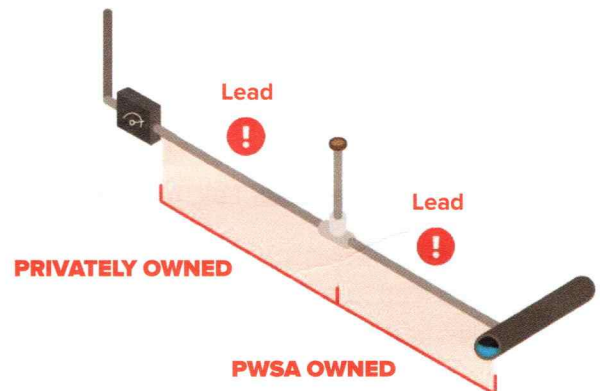
Lead on the Public Side, Non-Lead on the Private Side

This means that the portion of the water line between the water main and the curb box is made of lead. The portion of the water line that belongs to you is likely made of some other material, such as copper.



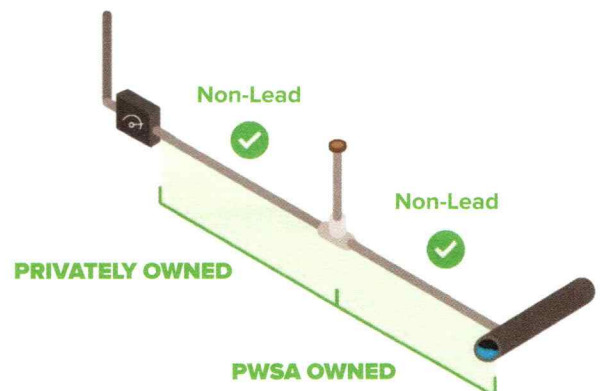
Lead on Both the Public and Private Side

This means that both portions of your water service line are made of lead, starting at the water main and continuing all the way up to your water meter. If you choose to replace the private side with your own plumber, contact the Lead Help Desk to coordinate and PWSA will replace the public side at the same time.



Non-Lead on Both the Public and Private Side

This means we did not find lead on either portion of your water service line. We will not be performing construction in this case. This does not necessarily mean that your plumbing is completely lead-free. Lead can enter your water through interior lead pipes, interior galvanized pipes (especially if there was a lead water service line running to the house in the past), interior copper pipes with lead soldered joints, or interior plumbing fixtures purchased or installed prior to January 2014. We encourage you to contact the Lead Help Desk to request a free lead water test kit. Contact a plumber for more information about replacing lead interior pipes and fixtures.

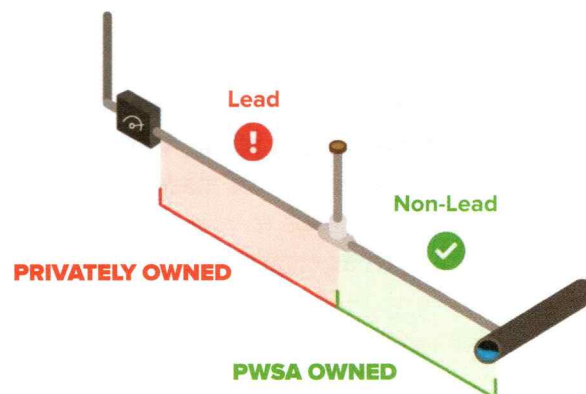




Pittsburgh
Water & Sewer
Authority

Lead on Private Side, Non-Lead on Public Side

This means that there is likely to be lead between your curb box and your water meter, and that the public portion of the water line is made from some other material, such as copper. Unfortunately, we will not be replacing the lead water line on homes that do not have a lead public water line as part of our Community Lead Response program. We do still recommend that you take action to replace your lead water line. Contact a plumber for more information about replacing your private lead water service line. The Urban Redevelopment Authority offers a low-interest loan program that helps City of Pittsburgh property owners replace their lead water service line. Call 412.255.6677 for information.



Unknown, Cannot Locate or Not Accessible

If you receive an inspection result that says "UNKNOWN," "CANNOT LOCATE," or "NOT ACCESSIBLE," this means that the contractors were not able to inspect your service line due to obstructions.

We will reschedule the inspection on your property for a future date. In the meantime, we encourage you to request a free lead test kit to determine if there is lead in your drinking water. You can request a kit by calling 412.255.8987 or emailing LeadHelp@pgh2o.com

Please see the attached information for answers to frequently asked questions. If you have any further questions, do not hesitate to contact the Lead Help Desk at 412.255.8987 or at LeadHelp@pgh2o.com.

①



Pittsburgh
Water & Sewer
Authority

October 23, 2020

Owner
6059 Bunkerhill St.
Pittsburgh, PA 15206

RE: We need your permission to replace your residential lead service line

Property ID: 5028028

Dear Tenant/Resident,

We are contacting you from the Pittsburgh Water and Sewer Authority because we need your permission to replace your lead water service line at **6059 Bunkerhill St. Pittsburgh, PA 15206**. If you are not the owner of this property, you should still read this letter, but please contact the Lead Help Desk to provide your landlord's or the new property owner's contact information. This letter and the attached Authorization apply only to residential customers. If you have a commercial account or a different kind of service line, notify the Lead Help Desk.

Your water line, like many other old water lines throughout Pittsburgh, may be made of lead. This may cause unsafe levels of lead in the drinking water at your home. Lead is not safe for anybody to consume, but it poses the largest risk to children and pregnant women, and studies have shown that it can slow normal mental and physical development.

We are scheduled to perform work starting in 2020 on your street to replace the water main, including work to replace all residential service lines. The reason why we need your permission to replace your residential water line is because you own the portion of the water line that runs between the curb stop and your house. We are already planning on replacing the portion of the water line that we own, running from the curb stop to the street. If we determine that the portion you own is also made of lead, we also want to replace that portion. **Without your permission to replace the portion you own, we would be required by the Pennsylvania Public Utility Commission (PUC) to shut off your water service to protect the occupants of your property, until you have replaced the portion of your service line that you own.**

In addition to the benefits to your water quality and your health and safety, replacing your lead water line can also potentially improve your property value, and help you to be able to sell your property in the future. Plus, if

PAGE 1 OF 3

Lead Help Desk:
412.255.8987
LeadHelp@pgh2o.com

Resources:
lead.pgh2o.com

Stay Connected:
@pgh2o

Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh PA 15222

WMR



your house has a lead water line, that means it is already old, and more likely to break and cost you money to repair it in the future.

SIGNING THE AGREEMENT

In this packet, we have included an agreement that authorizes the Pittsburgh Water and Sewer Authority and our contractors to perform the construction required to replace the portion of the residential water service line that you own. **Please review and return this agreement within ten (10) days. You must sign and return the agreement to receive a full lead service line replacement.** If you do not return a signed agreement, we cannot replace your lead service line. After we receive the signed agreement, one of our representatives will contact you to begin the replacement process by scheduling an inspection of the water line connection inside your home.

What to Expect

If you allow us to replace the portion of the water line which you own, there will be a few times when our representatives or contractors will need to enter your property. First, before the replacement, one of our representatives must inspect your water service line connection inside your home. This connection is typically located in your basement. During this visit, we will discuss options and potential obstacles to replacement before doing any work. Following this visit, we will determine an exact date for your water line replacement.

During the replacement itself, our contractors will need to enter your property for several hours. You will need to arrange for somebody to be home during this time. Finally, once the work is complete the Allegheny County Health Department will need to inspect the work we have completed.

Our contractors will make every effort to minimize disruption to your property. They have methods to drill underneath walls and other obstacles, so they can replace your water line with limited damage to your property. During our construction, we may be required to make minor improvements to your internal plumbing. **We will also restore your sidewalk as part of this work.**

Please note that the Pittsburgh Water and Sewer Authority is not responsible for restoring private property, such as lawns and driveways, that may be disrupted during the water service line replacement. Details on property restoration can be found in the authorization included in this packet. Remember, before any construction starts, you can opt out of the portion of the water line replacement that takes place on your private property. However, as mentioned above, this could mean that your water may continue to have elevated levels of lead and **the**



Pittsburgh
Water & Sewer
Authority

levels of lead may increase after construction, or we may be mandated by the PUC to shut off your water.

Additional information regarding construction impacts as well as instructions for reducing your exposure to lead are provided in this mailing.

After the Water Line Replacement

Following the replacement, you will receive a water test kit and a certified lead water filter and pitcher at no cost. We will provide you with instructions for how to submit your water sample for testing. After you submit your water sample, we will let you know if you need to take any more steps to minimize your exposure to lead.

Contact Us

If you have any questions about this lead water service line replacement process, please contact our Lead Help Desk at 412.255.8987 Monday through Friday between 8:00 a.m. and 5:00 p.m. or email us at LeadHelp@pgh2o.com.

Thank you for working with us to remove harmful sources of lead from our drinking water system. We appreciate your patience and coordination as we perform this important work.

Sincerely,

Barry King
Director of Engineering

Enclosures

PAGE 3 OF 3

Lead Help Desk:
412.255.8987
LeadHelp@pgh2o.com

Resources:
lead.pgh2o.com

Stay Connected:
 @pgh2o

Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh PA 15222

WMR

AUTHORIZATION FOR PRIVATE SIDE REPLACEMENT OF RESIDENTIAL LEAD SERVICE LINE

④

RESPONSE REQUIRED

The Pittsburgh Water and Sewer Authority ("the PWSA") is offering certain property owners with lead water service lines, replacement of their residential lead water service line from the water main to the curb stop and from the curb stop to the meter or to interior plumbing, at no cost to the property owner.

Under the PWSA's Rules and Regulations, the PWSA must maintain residential water service lines of 1 inch in diameter or less from the water main to and including the curb stop. The property owner owns and is responsible for the maintenance of that portion of the water service line running from the curb stop to the meter at the premises being served with PWSA water. As part of the Water Main Replacement Program, the PWSA, subject to available funding, will be (1) replacing water distribution mains, (2) replacing water service lines for which the PWSA has maintenance responsibility (from the water main to the curb stop) and (3) replacing the portion of the lead water service line owned by the property owner (from the curb stop to the water meter or to interior plumbing), when the property owner signs this agreement. (A Service Line Schematic is attached as Exhibit A.)

Please return your agreement as soon as possible.

If PWSA determines, in its sole discretion, that replacement of the portion of the lead water service line owned by the property owner at a particular residence or related interior plumbing modification is not technically feasible or will result in excess expense, due to conditions such as length, terrain, obstructions, structures, pavement, trees, or other utilities, PWSA may exclude such residence from the Program and not replace the portion of the lead water service line owned the property owner.

Property owners, or the owner's legal representative, must give their authorization by signing this Authorization for Private Side Replacement of Lead Service Line Form ("Form") within ten (10) days of the date of this Form. Following is a description of responsibilities of the PWSA and property owners who want to have their service line replaced:

The PWSA's Responsibilities:

- As part of its Program and with the property owner's signed Form, the PWSA, subject to the terms and conditions set forth in this Form, will (1) replace the service line from the water main to the curb stop, (2) replace the service line from the curb stop to the water meter (for meters inside the home) or to a point within 1-foot inside the outer foundation wall of the home (for meters outside the home), (3) backfill any excavation from the curb box to the home, and (4) make interior plumbing modifications related to service line replacement, as required by the Allegheny County Health Department (limited to installation of a backflow preventer and water expansion tank), all at no cost to the property owner.
- The PWSA's contractor or sub-contractor will be responsible for obtaining all necessary permits.
- The PWSA will require by contract that the contractor and/or sub-contractor are insured.
- The PWSA's contractor or sub-contractor will be responsible for providing all pipe, fittings, miscellaneous material, equipment, tools, and labor to (1) replace the service line from the curb box to the water meter or to interior plumbing, (2) backfill any excavation from the curb box to the home, and (3) make any interior plumbing modifications related to service line replacement included in the Program. All replacement and repair debris will be removed from the work area by PWSA's contractor or sub-contractor upon completion of work.
- The PWSA's contractor or sub-contractor, before any work is done, will examine the areas of the property that will be disturbed by construction and provide a list of related work that may need to be done by the property owner prior to or after the service line replacement.
- The PWSA or its contractor may take interior and exterior photos before and after work begins.
- If the service line or any plumbing connected to it is damaged during the replacement of the service line and the property owner notifies PWSA of the damage within thirty (30) days of installation of the new service line, PWSA's contractor will be responsible for repairing or replacing the damaged service line and any damaged plumbing connected to it. PWSA will not be responsible for damage to the service line caused by the property owner, any tenant, any resident, or any third party. PWSA will otherwise have no maintenance responsibility or any other responsibility for (1) the part of the service line from the curb stop to the water meter or from an outside meter into the home or (2) interior plumbing modifications.

Property Owner's Responsibilities:

- Property owner recognizes that during the replacement and any operation and maintenance of the service line there will be an interruption of water service to the property.

- Property owner or designee, at least 18 years in age, must be at the property on the date and time scheduled for the contractor to perform the work.
- Property owner must provide reasonable, safe, lighted, and unencumbered access to the water meter and to the water service piping inside the property, including access to the wall or floor area where the water service line enters the building, and moving any items blocking access such as boxes, furniture, washers, dryers, etc.
- If the meter and/or service line is located behind a finished wall, or under a finished floor such that gaining access will disrupt the room finish, the property owner is responsible for removing the obstruction and establishing the necessary access to perform the work. Restoration of the disturbed area upon completion of the service line replacement, any plumbing modifications, and any operation and maintenance is the property owner's responsibility.
- The property owner is responsible for final grading, seeding, and the restoration of exterior landscaping, hardscaping, or structures on the property that impede the replacement of the water service or any operation and maintenance, or will be disturbed as part of the service line replacement or operation and maintenance. This includes items such as steps, patios, retaining walls, specialty or tinted concrete, stone or brick walls or paving, structures of any type, grass, trees, shrubs, bushes, and flowers. Replacement and/or restoration of any such exterior landscaping, hardscaping, or structures on the property will be the responsibility of the property owner.
- After installation of the new service line, maintenance of the service line from the curb stop to the water meter and any interior plumbing modifications remain the responsibility of the property owner.
- The property owner is responsible for performing the required flushing of the property's plumbing system as described in the PWSA's Flushing Instructions for Replacement of Water Service Lines (attached to this Form as Exhibit B) after completion of the work.
- The property owner agrees to take tap water samples and return them to the laboratory in accordance with the Tap Water Sample Instructions for Replacement of Water Service Lines (attached to this Form as Exhibit C).
- For service lines for which PWSA will provide operation and maintenance, as described above, the property owner agrees to (1) promptly notify PWSA of any conditions that may require maintenance of the service line, (2) promptly notify PWSA before any sale or transfer of the property and (3) provide to the purchaser or transferee of the property, before a sale or transfer, a copy of this Form.

I hereby authorize the PWSA to (1) replace the service line from the curb box to the water meter (for meters inside the home) or to a point within 1-foot inside the outer foundation wall of the home (for meters outside the home), (2) make any included interior plumbing modifications and (3) provide any included operation and maintenance of the service line in or on my property in accordance with the terms and conditions set forth in this Form and I agree to all of the terms and conditions of this Form.

I agree that by signing this Form that the PWSA is permitted, but not obligated, to replace the service line and make any included interior plumbing modifications.

I certify that I am the owner, or the legal representative for the owner, of the below service address property and have the legal right and authority to execute this Form and to grant the PWSA the rights set forth in this Form. I hereby grant to the PWSA and its contractors or sub-contractors the license and the right to enter this property and perform such inspections, testing, construction and repairs as determined reasonably necessary for (1) the replacement of my service line and any related interior plumbing modifications and (2) any included operation and maintenance of the service line. I certify that if there are any tenants or other residents of the property other than the undersigned, I will provide them advance notice of the scheduled work and provide a copy of the PWSA Flushing Instructions for Replacement of Water Service Lines to them.

I agree that I am responsible for ensuring that the property is in safe and sanitary condition and that the necessary plumbing shall be accessible for workers to complete the replacement of the service line and any required interior plumbing modifications.

I understand that if the PWSA determines that safe and sanitary conditions are not met, or that the plumbing is not accessible, replacement will not be done.

YOUR RESPONSE IS REQUIRED: You must sign and submit this agreement in order for us to replace the private portion of your water line. You own the private portion of the water line, and we will not replace it without your consent. If you DO NOT wish for us to replace the private portion of your water line, you may decline using the form below.

Use the enclosed envelope to send us your response.

Owner Information**Property Information**

Property ID: 5028028

6059 Bunkerhill St.

PITTSBURGH, PA 15206

APPROVE PRIVATE LEAD LINE REPLACEMENT:

I agree, on my own behalf, and on behalf of all other persons who could claim by or through me, except for the express obligations in this Form, to release and hold harmless the PWSA from any and all claims, causes of action, damages, or losses, of any nature whatsoever, that I may have with respect to the work authorized by this Form; it being acknowledged and agreed by me that I have accepted the offer of (1) replacement of the service line and any included interior plumbing modifications and (2) operation and maintenance of the service line voluntarily at no cost.

Judith E. Musgrave
(Signature of Property Owner)

Date: 11/10/20

JUDITH E. MUSGRAVE
(Typed or Printed Name)

Please provide the contact information where you can be reached during normal business hours:

Daytime Phone: 412-361-8075Evening Phone: 412-361-8075Email: JUDITHMUSGRAVE@EARTHLINK.NET

If you cannot be present during the replacement, please provide the contact information of a representative that you have authorized to provide us with access to your property: (Optional)

Representative Name: John MusgraveDaytime Phone: (412) 853-1666Email: JMUSKY@EARTHLINK.NET**DECLINE PRIVATE LEAD LINE REPLACEMENT:**

If you DO NOT want the PWSA to replace your lead water service line when it replaces the system owned part, check this box, sign here, and return this form. Declining the private water line replacement will not impact any PWSA plans to replace the public portion of your water line. Note that partial water line replacement may lead to increased levels of lead in your water.

O I understand that declining the private water line replacement may shut off service to my property until a time when I have replaced the portion I own.

Why have you decided to opt out?

(Signature of Property Owner)

(Typed or Printed Name)

Date: _____

Daytime Phone: _____

COMMUNITY LEAD RESPONSE

EXHIBIT A Service Line Schematic

Residential customers (with service lines of 1 inch or less that service single-family residences)

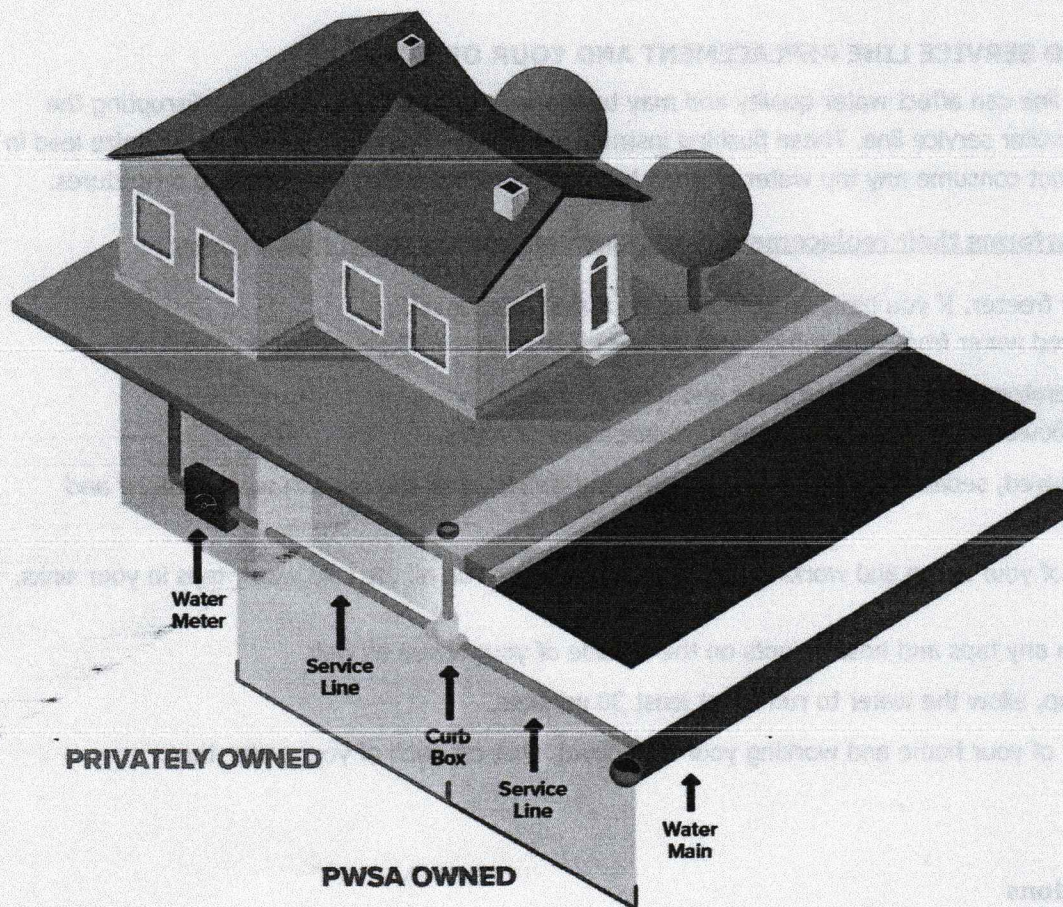


EXHIBIT B COVID-19 Health Precautions

Given the situation related to the novel coronavirus (COVID-19), PWSA understands that you may be concerned about workers entering your home. PWSA and our contractors are following strict guidelines established by the United States Centers for Disease Control and Prevention (CDC) and the Pennsylvania Department of Health related to the pandemic. The following measures are to protect the health of our employees, contractors, and you, our customer. As long as it is recommended by the CDC and PA Department of Health, all our work will occur under the following guidelines:

1. All workers will undergo daily health screenings prior to reporting to work.
2. All workers will maintain social distancing in the execution of their work, including when communicating with our customers.
3. All workers will wear face masks during their work.
4. All surfaces our workers are in contact with will be sanitized prior to leaving the work site.
5. All work sites will be provided with portable hand-wash facilities and hand sanitizer.

The safety of *everyone* associated with our work is our number one priority. We will strictly follow these guidelines while completing the critical work of replacing your lead water service line.

EXHIBIT C

Flushing Instructions

HAZARDS RELATED TO LEAD SERVICE LINE REPLACEMENT AND YOUR OPTIONS

Replacing a lead water service line can affect water quality and may temporarily increase lead levels by disrupting the homeowner's, or private, lead water service line. These flushing instructions are an additional method to minimize lead in your home's water supply. Do not consume any tap water or open hot water faucets during the following procedures.

Immediately after PWSA performs their replacement work, flush all faucets using these steps:

Throw away any ice in your freezer. If you have an automatic ice maker, shut it off.

Tip: Do not use any filtered water from your refrigerator or any other source until you complete the flushing.

Unscrew and remove the aerators from all of your sinks and taps.

Tip: If your aerator is difficult to remove, you may need to use a pair of pliers.

Once your aerators are removed, separate the parts and remove any debris. Soak the parts in white vinegar and scrub them with a brush.

Starting at the lowest level of your home and working your way up, fully turn on all the cold water taps in your sinks, tubs, and showers.

Tip: Make sure to turn on any taps and hose spigots on the outside of your house as well.

After you turn on the last tap, allow the water to run for at least 30 minutes.

Starting at the highest level of your home and working your way down, shut off each of your water taps.

EXHIBIT D

Water Sample Test Instructions

PWSA asks the homeowner to collect a water sample after the line is replaced. Follow the instructions for sampling the water and send to the lab as instructed in the water sample kit.

Post-Construction Water Sample

Upon replacing the public side of the water service line at your property, PWSA requires the Owner or Occupant to sample the water in your home no later than 72 hours after replacement. In addition, PWSA may ask you to resample the water if your initial sample shows lead levels above the Action Level of 15 parts per billion set by the U.S. Environmental Protection Agency and the Pennsylvania Department of Environmental Protection. This will help to inform you and PWSA about the quality of drinking water in your home after lead service line replacement.

Sample Collection Instructions

Within 72 hours after replacement, wait six (6) hours before collecting your post-construction water sample: Before taking a sample of your water to send to PWSA, water must sit stagnant for six (6) hours. This means that you should not use any water for six hours. Overnight or while you are away at work is a good time to allow the water to sit in your pipes. Collect the water sample from your kitchen tap. Run the water until there is a significant change in temperature. Collect a 1-liter sample in the bottle provided. Follow directions included with the sample bottle and return to PWSA using the pre-paid postage.

THE SHARED RESPONSIBILITY OF LEAD WATER LINE REPLACEMENT



Pittsburgh
Water & Sewer
Authority

9

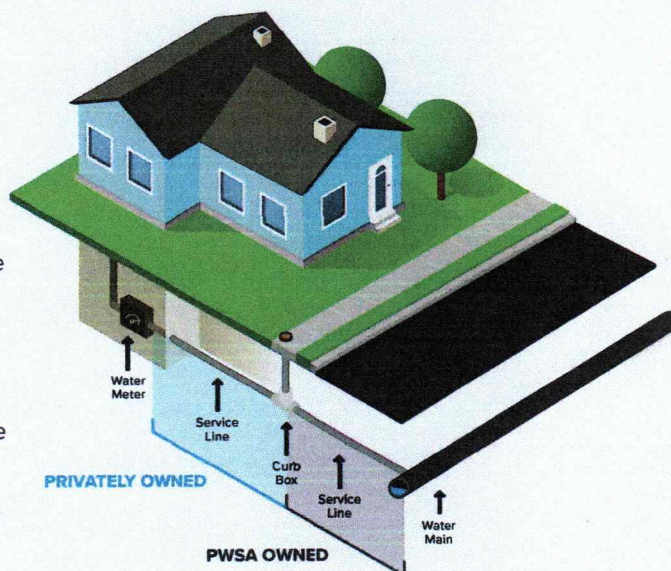
Let's Work Together to Improve the Safety and Quality of Your Drinking Water

A lead water line may be causing unsafe levels of lead at your home. Your property is eligible to participate in the Pittsburgh Water and Sewer Authority's Community Lead Response program. In this program, we are replacing both the portion of the lead water service line that we own, and the portion that you own.

If you sign and submit the lead service line replacement agreement, we will replace the private portion of your service line at no additional cost to you. However, because the private portion of the water line is on your property, you have certain responsibilities that you must complete in order to make the replacement possible, and to improve the quality and safety of your water.

Remember, declining the private water line replacement may shut off service to your property until a time when you have replaced the portion you own.

Please contact the Lead Help Desk at LeadHelp@pgh2o.com or 412.255.8987 with any questions.



PROPERTY OWNER RESPONSIBILITIES

- Complete and return the agreement
- Be present during construction, or designate somebody else at least 18 years old to be present
- Provide contractors with clear access to the water meter and service line, both at designated inspection dates, and on the designated water line replacement date
- Allow the Allegheny County Health Department to access your house after the work is complete to conduct a final inspection of the work
- Replace any outdoor landscaping, hardscaping, or structures that are disturbed during construction. (We will make every effort to minimize disruption to your yard and home, but you are ultimately responsible for your yard's final appearance)
- Flush out your household plumbing after construction is complete, following the instructions provided
- Collect and submit a water sample within 72 hours after construction has taken place, following the instructions provided
- Follow any additional instructions for testing water after your initial sample is evaluated by PWSA
- Notify PWSA within 30 days if the service line or any plumbing connected to it is damaged during construction

PWSA'S RESPONSIBILITIES

- Examine water service line and connections to determine whether portions of your water line are made of lead
- Require all contractors to obtain permits and carry insurance
- Prior to completing any construction, examine any areas of property that may be disturbed by construction and provide you with a list of related work that you may need to complete before, during, or after construction
- Replace the lead water service line that is made of lead
- Make any required interior modifications associated with the water line replacement required to meet the plumbing code
- Take interior and exterior photos of the property before, during, and after to ensure safety and completeness of work
- Repair or replace any damaged service line or connected plumbing that is reported to us within 30 days of construction

The Pittsburgh Water and Sewer Authority reserves the right to exclude a residence from the program due to construction feasibility or excessive cost concerns.

Property owners interested in participating in the Community Lead Response program must return the signed Agreement within ten days. The Pittsburgh Water and Sewer Authority has limited funding available for the program, and will do its best to accommodate those interested in replacing their service line. Please review the enclosed agreement for additional details and requirements, including an explanation of the Pittsburgh Water and Sewer Authority's restoration policy.

UNDERSTANDING YOUR WATER SERVICE LINE



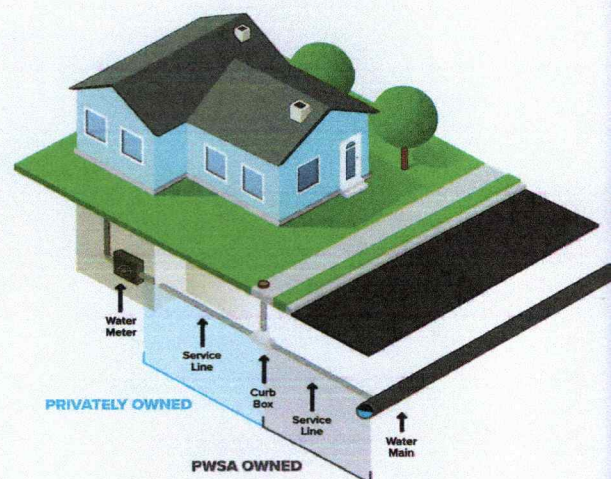
Pittsburgh
Water & Sewer
Authority

10

A portion of your water service line belongs to you, and a portion of it belongs to the Pittsburgh Water and Sewer Authority.

Understanding how to deal with elevated lead content in your water begins with understanding who owns which portion of your water service line. As shown in the diagram, the portion of your water line that runs between the water main and your curb box belongs to the Pittsburgh Water and Sewer Authority. The portion between the curb box and your water meter belongs to you. As part of our Community Lead Response program, we are planning to remove and replace the portion of your water service line that we own. We also want to determine if the portion of the water line that belongs to you is made of lead, because with your permission, we will also replace that portion at no cost to you, the homeowner.

Before we do any replacements, we will be performing an inspection to determine whether either portion of your water line is made from lead. Below are the possible results of this inspection, and what they would mean to you.



LEAD ON THE PUBLIC SIDE, NON-LEAD ON THE PRIVATE SIDE

This means that the portion of the water line between the water main and the curb box is made of lead. The portion of the water line that belongs to you is made of some other material, such as copper. In this situation, we will replace the public portion, but we will most likely not need to enter your property. Following the replacement, we will provide more information about dates and testing your water for lead. Following construction, you will need to flush your household plumbing. We will provide instructions for how to do this.

LEAD ON THE PUBLIC AND PRIVATE SIDE

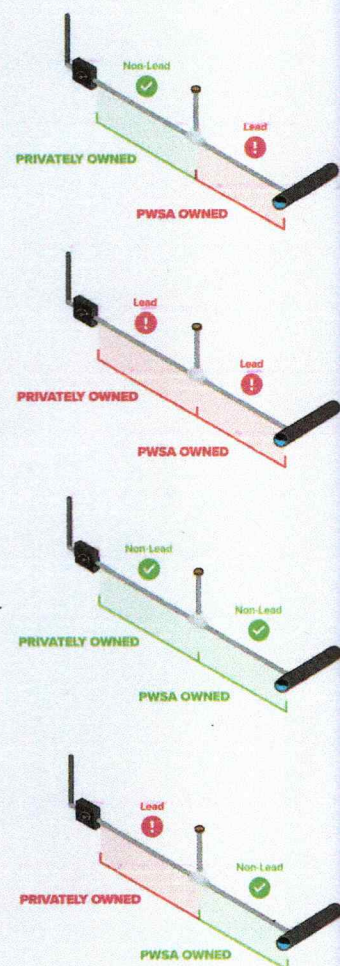
This means that both portions of your water service line are made of lead, starting at the water main and continuing all the way up to your water meter. In this case, we will want to replace both the public and the private portion of the water line. We will need your permission to replace the private portion of the water line. You can give us permission by signing and returning the agreement included in this folder. We will provide more information about dates of the replacement and testing your water for lead. Following construction, you will need to flush your household plumbing. We will provide instructions for how to do this.

NON-LEAD ON THE PUBLIC AND THE PRIVATE SIDE

This means we did not find lead on either portion of your water service line. We will not be performing construction in this case. This does not necessarily mean that your plumbing is completely lead-free. Lead can enter your water through interior lead pipes, interior galvanized pipes (especially if there was a lead water service line running to the house in the past), interior copper pipes with lead soldered joints, or interior plumbing fixtures purchased or installed prior to January 2014. We encourage you to contact the Lead Help Desk to request a free lead water test kit. Contact a plumber for more information about replacing lead interior pipes and fixtures.

LEAD ON THE PRIVATE SIDE, NON-LEAD ON THE PUBLIC SIDE

This means that there is lead between your curb box and your water meter, and that the public portion of the water line is made from some other material, such as copper or cross-linked polyethylene (PEX). Unfortunately, we will not be replacing the lead water line on homes that do not have a lead public water line as part of our Community Lead Response program. We do still recommend that you take action to replace your lead water line. Contact a plumber for more information about replacing your private lead water service line. The Urban Redevelopment Authority offers a low interest loan program called Replace Old Lead Lines (ROLL) that helps City of Pittsburgh property owners afford to replace their lead water service line. Call 412.255.6677 for information.



If you receive an inspection result that says "UNKNOWN" or "NOT ACCESSIBLE," this means that the contractors were not able to inspect your service line due to obstructions. We will reschedule the inspection on your property for a future date. In the meantime, we encourage you to request a free lead test kit to determine if there is lead in your drinking water. Contact the Lead Help Desk to get started.

Lead Help Desk:
412.255.8987
LeadHelp@pgh2o.com

Resources:
pgh2o.com/lead-facts

Stay Connected:
@pgh2o

Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh PA 15222

FREQUENTLY ASKED QUESTIONS ABOUT LEAD IN DRINKING WATER

1. Where does the lead found in tap water come from?

Lead enters drinking water through corrosion in lead pipes or plumbing materials. The primary source of lead in Pittsburgh Water and Sewer Authority water is the old water service lines that connect homes to the water main in the street. A lead service line is a joint responsibility—the Pittsburgh Water and Sewer Authority owns the portion of the water line that runs between the water main and the curb, and homeowners own the portion that runs between the curb and their homes.

We estimate that approximately 20% of homes in Pittsburgh still have a lead water service line.

Aside from lead water service lines, lead can also enter the water through:

- Interior lead pipes
- Interior galvanized iron pipes (especially if there is or was a lead water service line running to the house)
- Interior copper pipes with lead soldered joints
- Interior plumbing fixtures

2. What can I do to reduce risk of exposure to lead?

If you know or suspect that you have a lead service line or plumbing, there are ways to reduce your exposure to lead in your drinking water:

- Run your water to flush out lead. If you haven't used your water for several hours, run your cold tap for one minute before using your water for cooking or drinking. If your home has a longer service line, this may require flushing for a longer period of time. Using toilets, washing clothes, showering, or doing dishes before you drink from your tap are all ways that you can flush your household plumbing without wasting water.
- Use cold water for cooking and preparing baby formula. Lead dissolves more easily in hot water. Do not drink, cook with, or make baby formula using hot water.
- Do not boil water to remove lead. Boiling water does not remove or reduce lead exposure.
- Look for alternative sources or treatment of water. Purchase a NSF Water filter that is certified to remove lead. Customers can also choose to drink bottled water.
- Identify if your plumbing fixtures contain lead. Lead check swabs are available at hardware stores to help you detect lead on plumbing surfaces, such as solder and pipes. You can also go to pgh2o.com/lead-facts to see our infographic on identifying lead pipe materials in your home. Consider replacing pipes and fixtures that contain lead.
- Contact us if you decide to replace your private lead service line. Depending on your income, you may be eligible to have your lead water service line replaced at no cost.
- Test your water for lead. Call us at 412.255.8987 or go to pgh2o.com/leadform to request a free lead test kit. This service is available to residential homes that receive drinking water from PWSA.
- Get your child's blood tested. If you think that your child may have been exposed to lead, talk to your doctor about testing your child. Allegheny County requires all children to be tested for lead exposure at approximately 9-12 months and again at 24 months.

FREQUENTLY ASKED QUESTIONS ABOUT LEAD IN DRINKING WATER

3. Why do some homes have high levels of detected lead?

There are multiple factors that may impact lead levels in drinking water. One possible explanation for the increase seen in recent Environmental Protection Agency (EPA)-mandated lead and copper testing is that the protocols for the testing have become more rigorous. We must now take samples from taps in homes considered more likely to have the presence of lead service lines, plumbing, and fixtures. The EPA has acknowledged that these more stringent guidelines increase the likelihood of finding lead during testing.

4. How does the Pittsburgh Water and Sewer Authority test homes for lead?

The EPA requires that we regularly request water samples from at least 100 homes that were determined to have, or are expected to have, a lead water service line or plumbing. Results from the most recent test can be found at www.pgh2o.com/lead-data.

5. What's next?

In spring of 2019, we modified our water treatment process to reduce corrosion in lead pipes throughout the entire water system using orthophosphate. A extensive study completed by our water quality team showed that orthophosphate will be most effective at reducing corrosion from lead pipes. This will improve water quality for all customer with lead service lines while we work to remove all lead lines from the system. Orthophosphate is widely used across the country to reduce lead in water.

When elevated levels of lead are found in tap water within some homes, we must comply with federal law to replace a portion of the lead service lines in our water system. The Community Lead Response program is replacing thousands of lead service lines throughout our water distribution system at no direct cost to our customers. Changes to state law allow us to perform lead service line replacements on private property as part of the replacement program, preventing potentially harmful partial lead service line replacements.

Resources

- To request a free customer lead test kit: Call the PWSA Lead Help Desk at 412.255.8987 or go to www.pgh2o.com/leadform
- For any other questions regarding the lead program or lead service line replacement, please call the PWSA Lead Help Desk at 412.255.8987 or email LeadHelp@pgh2o.com
- To receive a discount coupon for a water pitcher certified for lead removal, visit http://lead.pgh2o.com/wp-content/uploads/2020/01/ZeroWater_Coupons012320.pdf
- We have created a map that displays the best available information on the location of lead service lines in our water system, including historical property data, construction records, and results from curb box inspections. To see if your home may have a lead service line, visit pgh2o.com/leadmap.
- Contact PWSA if you decide to replace your lead service line. You may be eligible to have your lead service line replaced at no cost. Call 412.255.8987 for more information.

FLIP FOR MORE INFO →

Lead Help Desk:
412.255.8987
LeadHelp@pgh2o.com

Resources:
lead.pgh2o.com

Stay Connected:
[@pgh2o](https://twitter.com/pgh2o)

Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh PA 15222

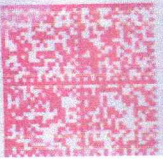


Pittsburgh
Water & Sewer
Authority

Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh PA 15222

ENCLOSED: Water Line Replacement Information Packet

OWNER
6059 BUNKERHILL STREET
PITTSBURGH, PA 15206



ment Information Packet

OWNER

6059 BUNKERHILL STREET
PITTSBURGH, PA 15206



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
000031 5291
OCT 10 2020
MAILED FROM ZIP CODE 15222
\$ 002.40⁰⁰

©



Important Health Notice:

Work to Occur on Your Water Service Line

The Pittsburgh Water & Sewer Authority has determined that the public portion of your water service line may be made of lead. For your safety, we plan to replace your public water line within the next two weeks.

The private portion of your water line may also be made of lead. If this is the case, we want to replace that portion, too. Since you own the private portion of the water line, we need your permission to complete this part of the project.

We need to schedule an appointment with you as soon as possible to discuss the work that will occur. We will be performing replacements on your street for approximately two weeks. Once we complete the work on your street, we can no longer replace your private water service line.

Today's Date: 10/30/2020

Please contact our Lead Help Desk at 412.255.8987 as soon as possible to begin the process of scheduling a full lead service line replacement. If you do not give us permission to replace your private water service line, we may still replace the public portion. This partial replacement may cause lead levels in your water to increase.

A



Pittsburgh
Water & Sewer
Authority

48-Hour Notice

The Pittsburgh Water and Sewer Authority will be performing work on your water service lines in approximately two days.

DATE OF WORK: 11/19/2020

TYPE OF WORK:

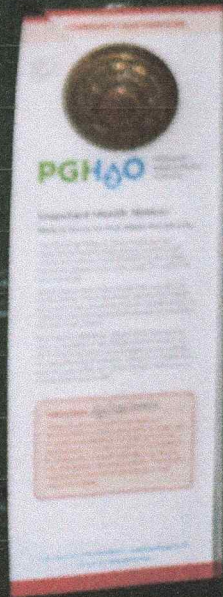
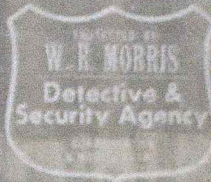
- ☒ Service line inspection
- ☐ Public service line replacement

Your water will be shut off for approximately 4 hours to complete this work.

Following the completion of the work, we will leave a door hanger with the inspection results and a description of the type of material used when replacing the public portion of the water service line, if applicable.

This work may impact the quality of your drinking water. Following the completion of our work, you will need to completely flush your household plumbing. Instructions for flushing your plumbing will be provided when the work has been completed.

COMPLAINANT
EXHIBIT AC



2020 10 30

Upon recording please return to:
Shannon F. Barkley, Esquire
The Pittsburgh Water and Sewer Authority
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222

TEMPORARY EASEMENT AGREEMENT

This TEMPORARY EASEMENT AGREEMENT ("Agreement"),
made and entered into this 16th day of NOV, 2020 (the "Effective Date"),

by and between:

JUDITH LANGHART MUSGRAVE, (widow of John K. Musgrave, III), (the "Grantor"), having an address of 6059 Bunkerhill Street, Pittsburgh, PA 15206

and

THE PITTSBURGH WATER AND SEWER AUTHORITY, a body corporate and politic operating under the laws of the Commonwealth of Pennsylvania, and the authority granted to it by 53 Pa. C. S. §5601, *et seq.*, with its principal offices at Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222, County of Allegheny, Commonwealth of Pennsylvania, its successors, assigns and lessee ("PWSA" or "Grantee" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of that certain parcel of real property (the "Property") located in the 11th Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, being known as 6059 Bunkerhill Street, Pittsburgh, PA 15206 being identified as Block and Lot No. 0123-E-00110-0000-00 in the Allegheny County Department of Real Estate, having acquired said property by deed recorded on April 11, 1995 in Deed Book Volume 9435 Page 330;

WHEREAS, PWSA operates a water and sewer system in the City of Pittsburgh;

WHEREAS, PWSA offers a lead service line replacement program to provide replacement of the privately-owned portion of water service lines for eligible property owners within PWSA's service area, at no expense to the property owners;

WHEREAS, the Grantor has elected to participate in PWSA's lead service line replacement program in order to obtain a replacement of her privately owned water service line;

WHEREAS, PWSA has agreed to allow the Grantor to participate in this water service line replacement program;

WHEREAS, PWSA desires a, temporary, non-exclusive right of way and easement over, upon and through the Property for the purposes of installing three (3) 1 inch copper, private, water service lines, in an area as more specifically identified in the preliminary "Plan" drawing attached hereto as **Exhibit**

"A" and incorporated herein by reference; and

WHEREAS, the Grantor is willing to grant the easement so desired by PWSA.

NOW, THEREFORE, for consideration of One Dollar and No/100 (\$1.00) and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor and PWSA agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Grant of Easement.** The Grantor does hereby irrevocably grant, sell and convey to PWSA a temporary easement and right of access over upon and through the Property for the purposes of installing (3) three one (1) inch private copper water line (the "Easement"):

The Grantor, her heirs and assigns, shall have the continuing right to use the Property for all purposes not inconsistent with the rights granted to PWSA hereunder.

3. **Right of Ingress, Egress and Regress.** The Easement includes the right of ingress, egress, and regress to the Easement for the Permitted Uses.

4. **Notice of Access.** Except in case of emergency, PWSA shall provide the Grantor with at least forty-eight (48) hours' notice of its intention to access the Easement area.

5. **Restoration.** PWSA will not be responsible for any restoration work to the Property or the Easement.

6. **Expiration of the Easement.** This Easement shall expire upon either (a) written notice provided to Grantor by PWSA that it does not intend to proceed with the installation of the private waterlines or (b) written notice to the Grantor that PWSA has completed the installation of the private waterlines.

7. **Covenants to Run with the Land.** The Easement granted pursuant to this Agreement shall be appurtenant to and shall run with the Property.

8. **Grantor's Covenants.** The Grantor covenants that (a) the Grantor will not convey any other easement that conflicts with the Easement granted or created hereby; (b) the Grantor will not make or permit changes to be made to the depth of earth cover over the without the written approval of PWSA; and (c) the Grantor will not take or permit any action that interferes in any manner with the rights granted to PWSA pursuant to this Agreement.

9. **Grantor's Warranty.** The Grantor warrants generally to PWSA that the Grantor owns the Property in fee simple, free and clear of any liens, claims or encumbrances.

10. **Successors and Assigns.** The Easement granted pursuant to this Agreement shall be binding upon and inure to the benefit of the Grantor and PWSA and their respective heirs, successors and assigns.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles. Any dispute relating to or arising from this Agreement shall be litigated in the Court of Common

Pleas of Allegheny County.

12. **Permanent Easements.** The Grantor acknowledges that she will own the waterline to her home upon completion of its installation by PWSA or its contractor. The Grantor further acknowledges that portions of her waterline will need to be installed upon private property owned by others. The Grantor covenants that she will, timely, obtain any permanent easements that may be necessary for any portion of her waterline that may be installed on land owned by any other person.

13. **Authorization by PWSA Board.** This Agreement is entered into by PWSA pursuant to Agenda Item No. _____, adopted at a regular meeting of its Board of Directors on _____.

IN WITNESS WHEREOF, the party hereto has set her hand and seal as of the day and year first above written.

[signature pages to follow]

GRANTOR:

Judith Langhart Musgrave
JUDITH LANGHART MUSGRAVE

COMMONWEALTH OF PENNSYLVANIA)

)

SS:

COUNTY OF ALLEGHENY)

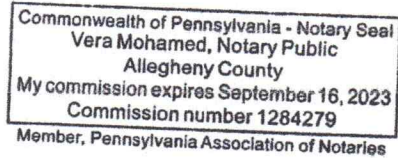
)

On this 16th day of November, 2020, before me, a Notary Public, (the undersigned officer), personally appeared **JUDITH LANGHART MUSGRAVE**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledge that (he/she) executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Vera Mohamed
 Notary Public

My Commission Expires:



THE PITTSBURGH WATER AND SEWER AUTHORITY:

By: _____
William J. Pickering, Executive Director

Edward Barca, Finance Director for
The Pittsburgh Water and Sewer Authority

Approved as to form:

**Legal Counsel for
The Pittsburgh Water and Sewer Authority**

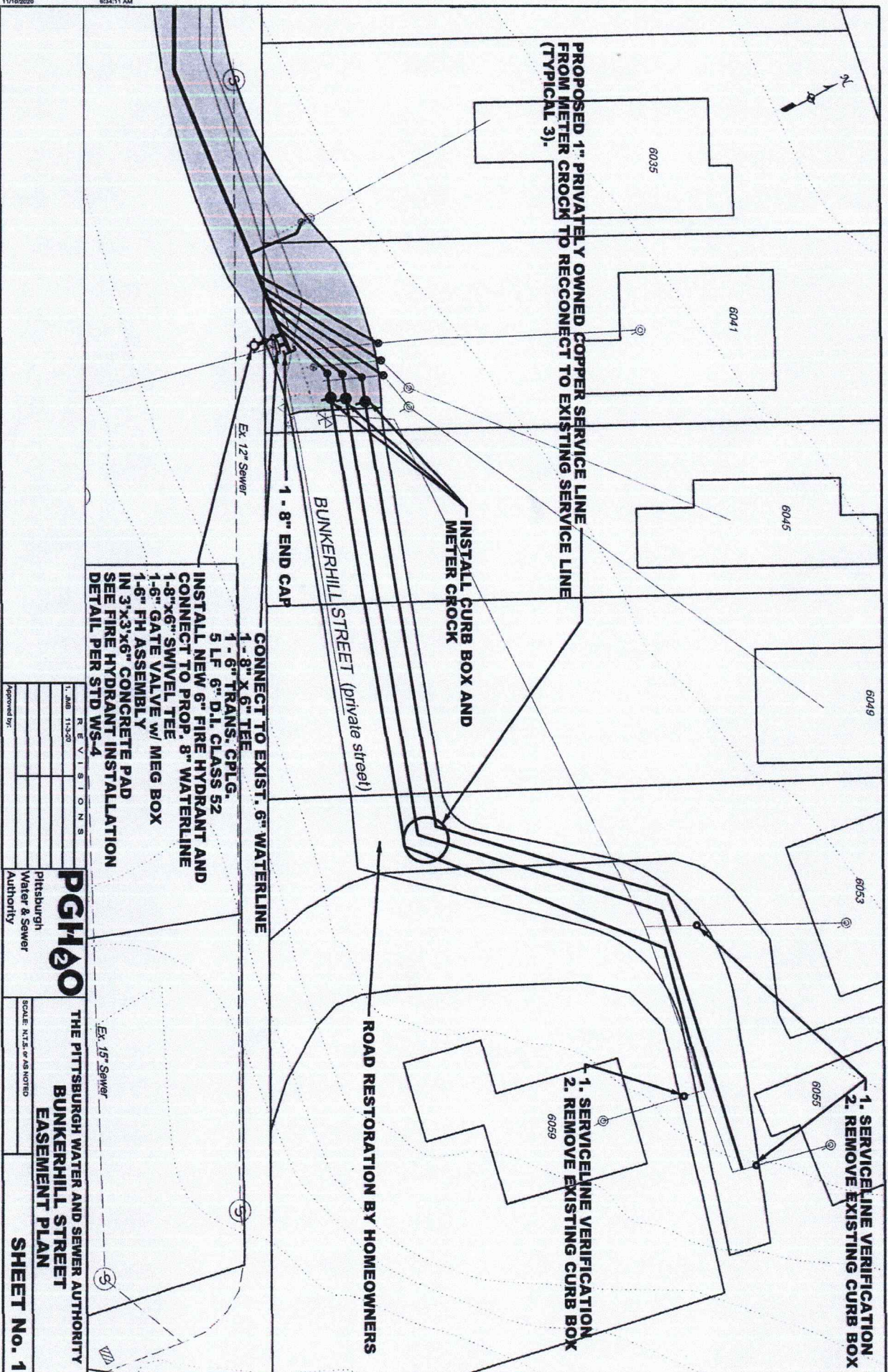
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this _____ day of _____, 2020, before me, a Notary Public, (the undersigned officer), personally appeared William J. Pickering, who acknowledged himself to be the Executive Director of The Pittsburgh Water and Sewer Authority and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:



No. 336

ORDINANCE—Authorizing the issuance of a warrant in favor of Homestead Builders Supply and Ice Company, 862 Forest avenue, Homestead, Pa., in the amount of \$100.00 for the demolition and removal of the 2½ story frame dwelling at 3001 Bigelow boulevard, 6th street, without previous authority of the Council of the City of Pittsburgh hereby enacts as follows:

1. That the Mayor is hereby authorized to issue and the City Clerk to countersign a warrant in favor of Homestead Builders Supply and Ice Company, 862 Forest avenue, Homestead, Pa., in the amount of \$100.00 for the demolition and removal of the 2½ story frame dwelling at 3001 Bigelow boulevard, 6th street, without previous authority of the Council of the City of Pittsburgh hereby enacts as follows:

2. That any Ordinance or Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as affects this Ordinance.

September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 246.

No. 337

ORDINANCE—Changing the name of Eleventh street, between Barbeau boulevard, and Water street, between west line of Short street and east line of Fort Pitt boulevard.

The Council of the City of Pittsburgh hereby enacts as follows:

1. That the name of Duquesne street, between Barbeau street and

Hi Larry



Eleventh street, shall be and the same is hereby changed to Fort Duquesne boulevard, and the name of Water street, between the west line of Short street and Grant street, shall be and the same is hereby changed to Fort Pitt boulevard.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 246.

No. 338

AN ORDINANCE—Vacating Alford way, from McCandless street to Fifty-third street, and Bissell way, from McCandless street to Alford way, both as laid out in F. S. Bissell Plan.

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That Alford way, from McCandless street to Fifty-third street, and Bissell way, from McCandless street to Alford way, both as laid out in F. S. Bissell Plan, of record in the Recorder's Office of Allegheny County in Plan Book Volume 9, Page 168, shall be and the same are hereby vacated.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 247.

No. 339

AN ORDINANCE—Vacating Bunkerhill street from Heberton street to Sheridan avenue (inadvertently called

Sheridan avenue in the petition), and providing certain terms and conditions.

Whereas, It appears by petition and affidavit on file in the office of the City Clerk that the owners of all the property abutting on the lines of Bunkerhill street from Heberton street to Sheridan avenue (inadvertently called Sheridan avenue in the petition) have petitioned the Council of the City of Pittsburgh to enact an Ordinance for the vacation of the same, now therefore,

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That Bunkerhill street, from the westerly line of Heberton street produced to the easterly line of Sheridan avenue produced (inadvertently called Sheridan avenue in the petition), shall be and the same is hereby vacated.

Section 2. This vacation is made subject to the City sewers now constructed in, under, and across the said vacated street, and the City of Pittsburgh reserves the right and privilege to inspect, maintain, repair, construct, and reconstruct the said sewers or other public sewers, in, under and across the said vacated street and for all aforesaid purposes to enter upon said vacated street.

Section 3. This Ordinance, however, shall not take effect or be of any force or validity unless F. D. Hoffman and Frances C. Hoffman, his wife, and Ralph E. Whitaker and Helen W. Whitaker, his wife, owners of property abutting on Bunkerhill street from Heberton street to Sheridan avenue, shall within six months after the final enactment of this Ordinance convey by Deed to the City of Pittsburgh for a public walkway or sidewalk a five-foot strip of property within the lines of Bunkerhill street as vacated from Heberton street to Sheridan avenue, and shall, at their own expense, grade and pave with a concrete sidewalk the said five-foot strip of property in accordance with a plan approved by the Department of Public Works in the City of Pittsburgh, all work to be done in accordance with standard plans and specifications of the Department of Public Works and under the supervision of the said Department.

Section 4. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed September 15, 1952.

Approved September 22, 1952.

Ordinance Book 58, Page 247.

No. 340

AN ORDINANCE—Fixing the interest rate on General Public Improvement Peoples Bonds of 1952, Series "A" and General Public Improvement Councilmanic Bonds of 1952, Series "A"; and levying an annual tax to pay the principal and interest on said bonds.

Whereas, The following ordinances authorized and directed the sale of the following bonds in the amounts set forth, dated October 1, 1952, at an interest rate not to exceed 4 per cent per annum, payable semi-annually:

Ordinance No. 266, approved July 24, 1952, General Public Improvement Peoples Bonds of 1952, Series "A," in the amount of \$2,900,000.00;

Ordinance No. 267, approved July 24, 1952, General Public Improvement Councilmanic Bonds of 1952, Series "A," in the amount of \$2,000,000.00;

Whereas, Under the terms of said ordinances and the Acts of Assembly authorizing the same, the said bonds were advertised and were sold to The First Boston Corporation at the par value thereof with a premium of \$14,681.00 at the rates of interest set forth for each issue thereof.

\$2,900,000.00 General Public Improvement Peoples Bonds of 1952, Series "A"; rate of interest 2 1/4%.

\$2,000,000.00 General Public Improvement Councilmanic Bonds of 1952, Series "A"; rate of interest 2 1/4%.

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That the both issues of bonds set forth below shall bear interest at the rate set forth, payable semi-annually on the first days of April and October during the terms thereof:

\$2,900,000.00 General Public Improvement Peoples Bonds of 1952, Series "A"; rate of interest 2 1/4%.

\$2,000,000.00 General Public Improvement Councilmanic Bonds of 1952, Series "A"; rate of interest 2 1/4%.

Section 2. That until such time as the aforesaid issue shall be fully paid, there is hereby levied and assessed annually on all subjects by law now liable, or hereafter to be made liable to assessment for taxes for City purposes, an annual tax commencing in the year 1953, sufficient to pay the interest on said bonds as the same shall accrue and become payable; also an annual tax commencing in said year to be set apart in the Sinking Fund of the City of Pittsburgh for the payment of the principal and retirement of said bonds as they become due and payable according to their terms, and the proceeds of the taxes above levied are hereby appropriated out of the revenues of said City for the payment and redemption aforesaid as set forth in the following tables:

TABLE 1.

GENERAL PUBLIC IMPROVEMENT PEOPLES BONDS OF 1952,

SERIES "A."

Year	Principal	Interest	Total Annual Tax Levy
1953	\$145,000.00	\$65,250.00	\$210,250.00
1954	145,000.00	61,987.50	206,987.50
1955	145,000.00	58,725.00	203,725.00
1956	145,000.00	55,462.50	200,462.50
1957	145,000.00	52,200.00	197,200.00
1958	145,000.00	48,937.50	193,937.50
1959	145,000.00	45,675.00	190,675.00
1960	145,000.00	42,412.50	187,412.50
1961	145,000.00	39,150.00	184,150.00
1962	145,000.00	35,887.50	180,887.50
1963	145,000.00	32,625.00	177,625.00
1964	145,000.00	29,362.50	174,362.50
1965	145,000.00	26,100.00	171,100.00
1966	145,000.00	22,837.50	167,837.50
1967	145,000.00	19,575.00	164,575.00

Year	Principal	Interest	Total Annual Tax Levy
1968	145,000.00	16,312.50	161,312.50
1969	145,000.00	13,050.00	158,050.00
1970	145,000.00	9,787.50	154,787.50
1971	145,000.00	6,525.00	151,525.00
1972	145,000.00	3,262.50	148,262.50
Tot	\$2,900,000.00	\$685,125.00	\$3,585,125.00

TABLE 2.

GENERAL PUBLIC IMPROVEMENT COUNCILMANIC BONDS OF 1952,

SERIES "A."

Year	Principal	Interest	Total Annual Tax Levy
1953	\$100,000.00	\$45,000.00	\$145,000.00
1954	100,000.00	42,750.00	142,750.00
1955	100,000.00	40,500.00	140,500.00
1956	100,000.00	38,250.00	138,250.00
1957	100,000.00	36,000.00	136,000.00
1958	100,000.00	33,750.00	133,750.00
1959	100,000.00	31,500.00	131,500.00
1960	100,000.00	29,250.00	129,250.00
1961	100,000.00	27,000.00	127,000.00
1962	100,000.00	24,750.00	124,750.00
1963	100,000.00	22,500.00	122,500.00
1964	100,000.00	20,250.00	120,250.00
1965	100,000.00	18,000.00	118,000.00
1966	100,000.00	15,750.00	115,750.00
1967	100,000.00	13,500.00	113,500.00
1968	100,000.00	11,250.00	111,250.00
1969	100,000.00	9,000.00	109,000.00
1970	100,000.00	6,750.00	106,750.00
1971	100,000.00	4,500.00	104,500.00
1972	100,000.00	2,250.00	102,250.00
Tot	\$2,000,000.00	\$472,500.00	\$2,472,500.00

Section 3. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed September 28, 1952.

Approved October 2, 1952.

Ordinance Book 58, Page 248.

No. 341

AN ORDINANCE—Providing for a contract or contracts for the widening,

of Catholic Institute of Pittsburgh and Elwell way, commencing on the private property of Catholic Institute of Pittsburgh at a point about 50 feet south of Mifflin road, thence southeasterly across the private property of Catholic Institute of Pittsburgh and southeasterly along Elwell way to the sewer on Elwell way. With a branch sewer on Elwell way, commencing on Elwell way at the second angle north of Mohrbach street, thence northwesterly along Elwell way to the sewer on Mifflin road and Mohrbach street, commencing on Mifflin road at a point about 400 feet northwest of Mohrbach street, thence southeasterly along Mifflin road to Mohrbach street, thence southwesterly along Mohrbach street to the sewer on Mohrbach street at Keefe street. With a branch sewer on Elwell way, commencing on Elwell way at a point about 440 feet northwest of Mohrbach street, thence southeasterly along Elwell way to the sewer on Mohrbach street. Also a public sanitary sewer on Cooley way and McElhinney avenue, from a point about 40 feet east of Interboro avenue to the existing sewer on McElhinney avenue at Elwell way. Commencing on Cooley way at a point about 40 feet east of Interboro avenue, thence eastwardly and southwardly along Cooley way to McElhinney avenue, thence eastwardly along McElhinney avenue to the existing sewer on McElhinney avenue at Elwell way.

Section 2. The Mayor and the Director of the Department of Public Works are hereby authorized and directed to advertise, in accordance with the Acts of Assembly of the Commonwealth of Pennsylvania, and the Ordinances of the said City of Pittsburgh relating thereto and regulating the same, for proposals for the construction of a public sewer as provided in Section 1 of this ordinance; the contract or contracts therefor to be let in the manner directed by the said Acts of Assembly and Ordinances, and the contract price or contract prices not to exceed the total sum of Seventy-five Thousand (\$75,000.00) Dollars which is the estimate of the whole cost as furnished by the Department of Public Works.

Section 3. The costs, damages and

expenses of the same shall be assessed against and collected from properties specially benefited thereby, in accordance with the provisions of the Acts of Assembly of the Commonwealth of Pennsylvania relating thereto and regulating the same.

Section 4. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed March 9, 1953.

Approved March 20, 1953.

Ordinance Book 58, Page 489.

No. 96

AN ORDINANCE—Fixing the width and position of the sidewalk, roadway and berm of Sarah street from South Thirtieth street to Carson street East, providing for slopes, landscaping, retaining walls and steps, and establishing the grade thereof.

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That the width and position of the sidewalk, roadway and berm of Sarah street, from South Thirtieth street to Carson street East, with provision for slopes, landscaping, retaining walls and steps, and the grade of the southerly curb line thereof, shall be and the same are hereby fixed and established as follows, to-wit:

The sidewalk shall have a uniform width of 12.0 feet and shall lie south of and contiguous to the northerly street line.

The roadway shall have a uniform width of 36.0 feet and shall lie south of and contiguous to the above-described northerly sidewalk.

The berm shall have a general width of 3.0 feet and shall lie south of and contiguous to the above-described roadway.

The remaining portion of the street, lying without the lines of the side-

walk, roadway and berm as above described, shall be used for slopes, landscaping, retaining walls and steps.

Section 2. The grade of the southerly curb line shall begin at the point of horizontal tangent at the easterly terminus of the curve at South Thirtieth street at an elevation of 755.23 feet; thence shall rise at the rate of 1.0 per cent for a distance of 110.98 feet to a point of curve to an elevation of 756.34 feet; thence by a convex parabolic curve for a distance of 100.0 feet to a point of tangent to an elevation of 755.84 feet; thence shall fall at the rate of 2.0 per cent for a distance of 210.30 feet to a point of curve to an elevation of 751.63 feet; thence by a concave parabolic curve for a distance of 200.0 feet to a point of reverse curve to an elevation of 751.63 feet; thence by a convex parabolic curve for a distance of 70.0 feet to a point of tangent to an elevation of 751.98 feet; thence shall fall at the rate of 1.0 per cent for a distance of 66.2 feet to a point of horizontal tangent on the southerly two-foot line of Carson street East to an elevation of 751.91 feet.

Section 3. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed March 9, 1953.

Approved March 20, 1953.

Ordinance Book 58, Page 491.

No. 97

AN ORDINANCE—Confirming the vacation of Bunkerhill street from Heberton street to Sheridan avenue, as provided by Ordinance No. 339, approved September 22, 1952.

Whereas, By Ordinance No. 339, approved September 22, 1952, the City of Pittsburgh provisionally vacated Bunkerhill street from Heberton street to Sheridan avenue, under certain terms and conditions; and

Whereas, The owners of properties abutting on Bunkerhill street have conveyed to the City a five-foot strip of property for a public walkway and have paved such walkway in substantial compliance with the provisions of Section 3 of Ordinance No. 339, approved September 22, 1952. Now, Therefore,

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That the provisional vacation of Bunkerhill street from Heberton street to Sheridan avenue by Ordinance No. 339, approved September 22, 1952, is hereby confirmed.

Section 2. That any Ordinance or part of Ordinance, conflicting with the provisions of this Ordinance, be and the same is hereby repealed so far as the same affects this Ordinance.

Passed March 9, 1953.

Approved March 20, 1953.

Ordinance Book 58, Page 492.

No. 98

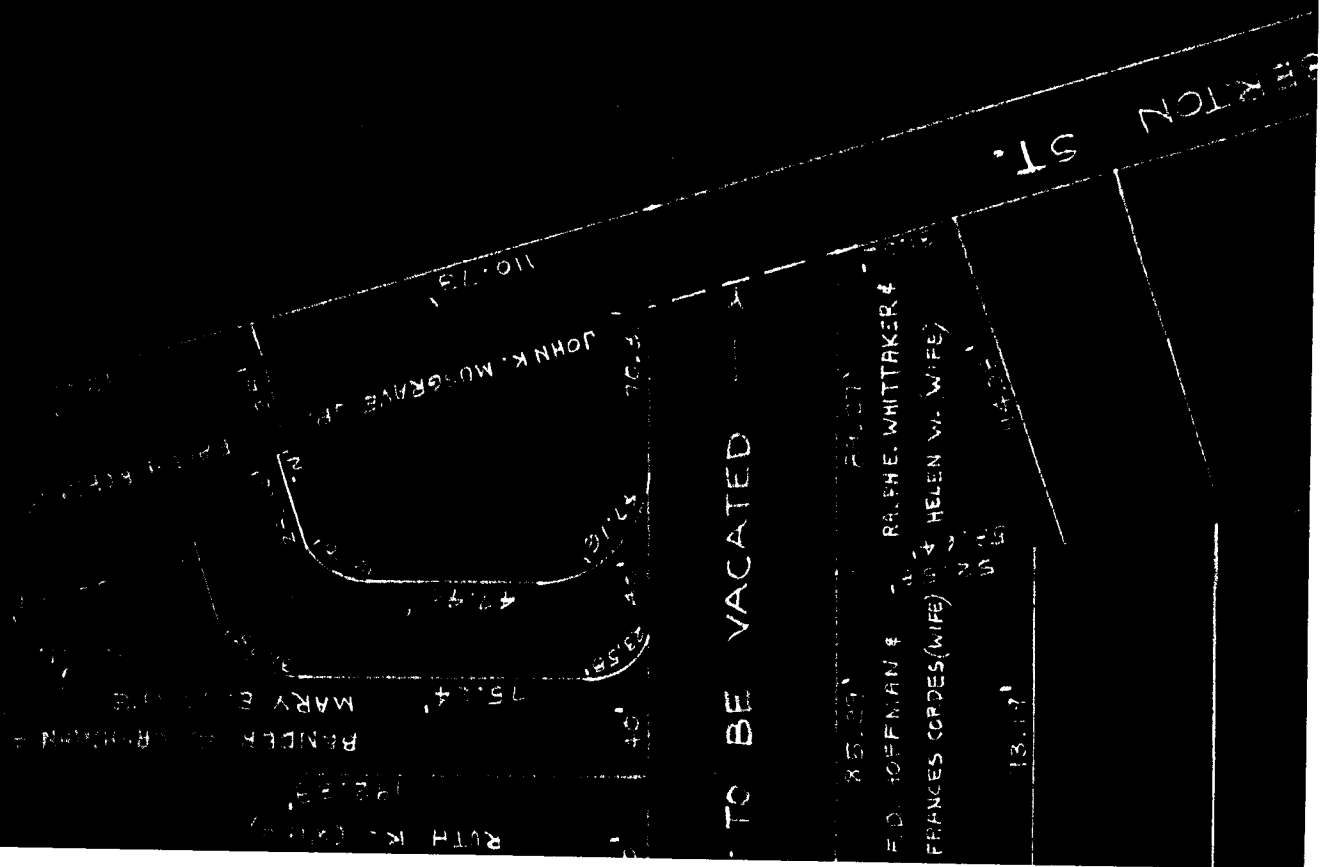
AN ORDINANCE—Authorizing the employment of twenty (20) temporary laborers and one (1) temporary street foreman in the Bureau of Highways and Sewers, Department of Public Works, during the period covered by the 1953 City Clean-Up Campaign, and providing for the payment of the costs thereof.

Whereas, A Certificate of Emergency, signed by the Mayor and the City Controller relating to this matter has been filed with Council; Now, Therefore,

The Council of the City of Pittsburgh hereby enacts as follows:

Section 1. That the Director of the Department of Public Works is hereby authorized to employ twenty (20) temporary laborers, and one (1) temporary street foreman at the prevailing wage rates established by Ordinance No.

BUNKERHILL STREET
BETWEEN
SHERIDAN AVE. & HEBERTON AVE.
11 TH WARD
SCALE: 1" = 50'
DATE: JUNE 26, 1951

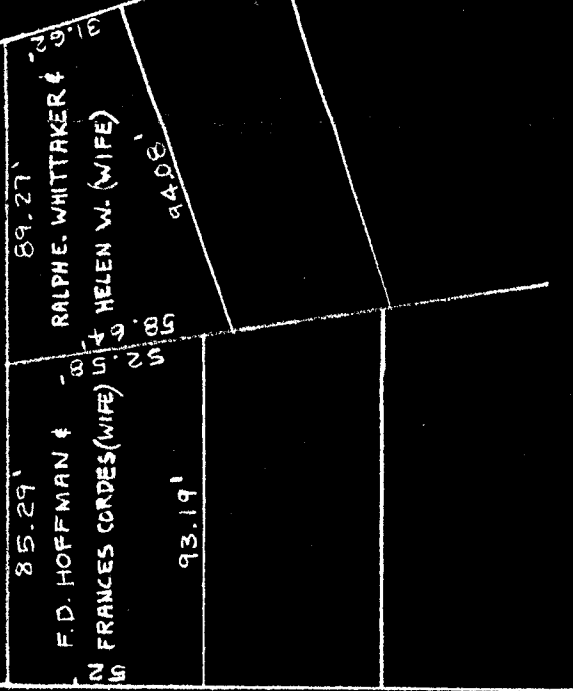


BUNKERHILL STREET

SHERIDAN AVE.

← TO BE VACATED →

HEBERTON ST.



SHE
SCALE

CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC WORKS
BUREAU OF WATER

JAN - 7 1929
Number 17
DISTRIBUTION DIVISION

ORDER TO DRILLER: JAN - 7 1929
INDEX *17-R-6*
DATE JAN - 7 1929

DRILL *1* " CORPORATION *1 1/4* " MAIN SERVICE *1 1/4* " LEAD *3 1/2* " BETWEEN
PREMISES *6041-45-49 Bunkerhill*
N. Highland AND *Heberton*

DRILL ON *Shurden St.* DATE *Jan 7 1929*

OWNER *Thos Wood*

PLUMBER *W W Jones*

REMARKS:
2' plugs Private line
first

CONTRACT CLERK

REPORT OF DRILLER: DATE *1-10-29*

DRILLED, AS ORDERED, *1* " CORPORATION *1 1/4* " LEAD SERVICE
ON *W* SIDE OF ST. *1 1/4* FT. FROM
AND *1* FT. FROM *W W of Harrison Place*
SYSTEM *MAIN* *6* " DEPTH *41* FT. FROM F.T. *1 1/4* " C.C.
CURB BOX *OK* CURB COCK *OK* LOCATED *1 1/4* " C.C.
SERVICE SUPPLIES *6041-45-49 Bunkerhill W.H.*

REMARKS:

I hereby certify that the service pipe of required standard was properly laid; and that stop cock and box of required standard were properly set in place before corporation cock was inserted.

Baumgartner
DRILLER

CHECKED AND ENTERED }
CONTRACT CLERK
DRAUGHTSMAN

CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC WORKS
BUREAU OF WATER

APPLICATION AND CONTRACT FOR WATER SUPPLY

INDEX

WARD

11-R-6

6041-45-59 *Birmingham St* SERVICE RECORD BOOK NUMBER *P*

PROPERTY *N. Higland* AND *Heberton* STREET: SIDE:

BETWEEN *1 1/4* INCH CORPORATION COCK *1* INCH ON *Shendan Rd*

SERVICE *1* FT. *W* OF *W* C. L. *Shendan Rd.*

HOUSES *Private line* WATER TO BE USED FOR *3* *W* *Shendan Rd.*

BATHS : WASH TUBS : SINKS : WASH STAN *AMOUNT 353*

H. W. BOILERS : WASH TUBS : CLOSETS, INSIDE : CLOSETS, OUTSIDE *7 1899*

OTHER PURPOSES *Temporary* : STEAM BOILERS : WASH TUBS *W*

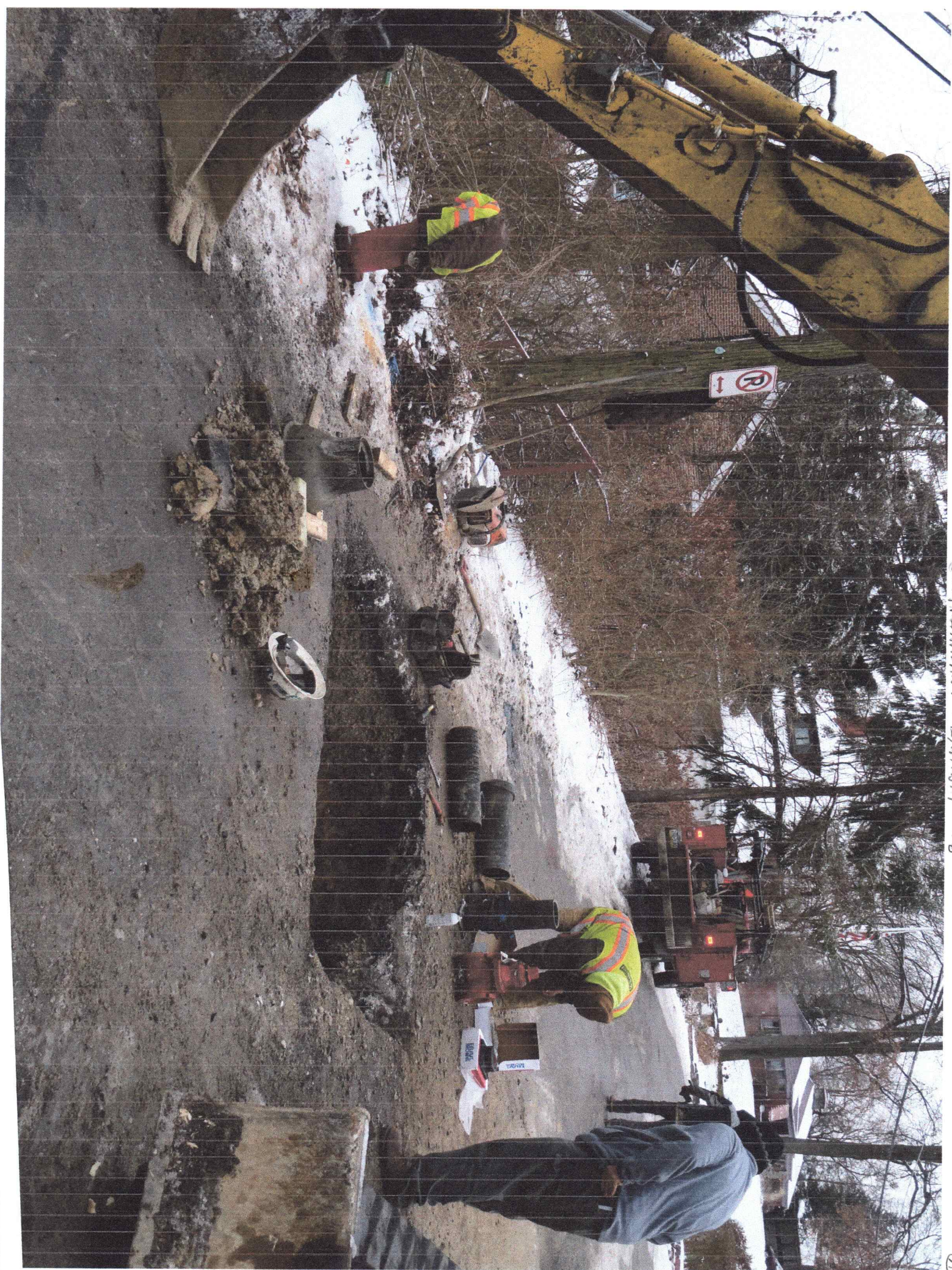
FOR BUREAU OF WATER *WOOD*

APPLICATION IS HEREBY MADE FOR SUPPLY OF WATER AS ABOVE DESCRIBED.—SUBJECT TO ALL LAWS, ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS NOW IN FORCE, OR WHICH MAY BE ENACTED LATER, GOVERNING THE USE OF WATER IN THE CITY OF PITTSBURGH; AND, FOR AND IN CONSIDERATION OF THE GRANTING OF SAID SUPPLY OF WATER, IT IS AGREED THAT EXCAVATION TO THE MAIN LINES OR LINE WILL BE MADE BY APPLICANTS.—WHO SHALL REMOVE (AT THE TIME SAID SUPPLY IS CONNECTED) ALL OTHER WATER SERVICES LEADING TO THE PROPERTY NAMED HEREIN.

WITNESS: DATED *12/31/1928* 192

DEC 31 1928

Walter H. Jones OWNER
Walter H. Jones NUMBER



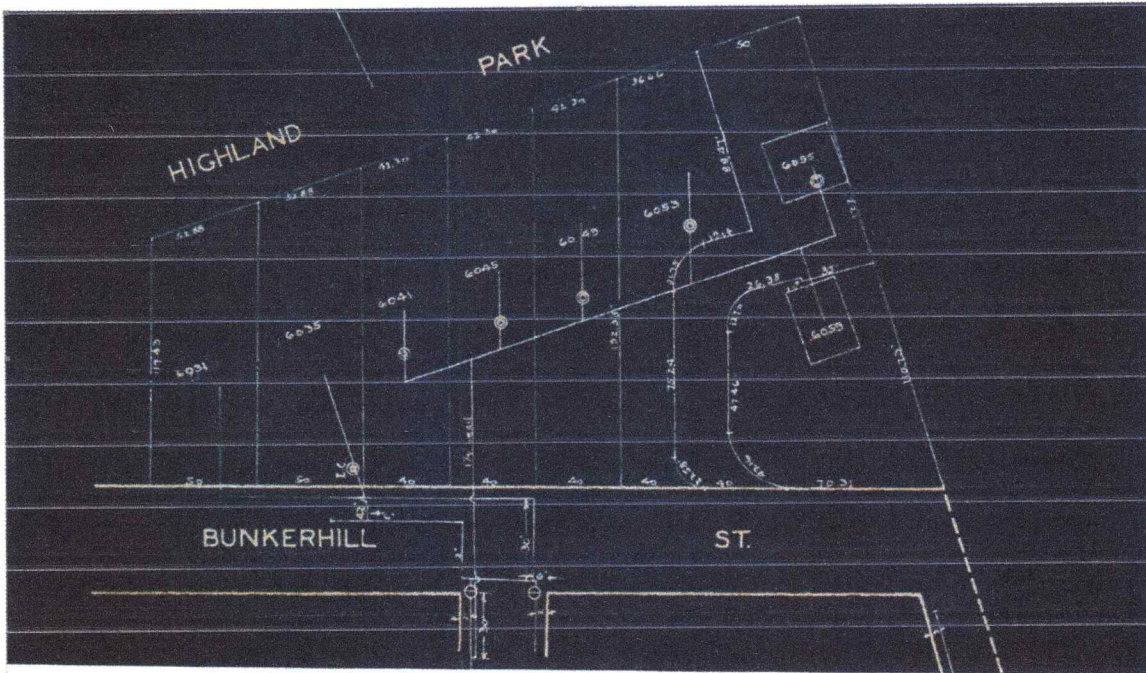




**Joint Stipulation of Facts
Attachment A**

The map below shows approximate curb box locations on the shared water service line on Bunkerhill Street prior to the water line replacement in November 2020 for the properties except 6053, 6055, and 6059 Bunkerhill.

The circles shown on the map indicate approximate curb box locations. The parties note that this map is a rendering providing general locations of the curb boxes, not exact GPS locations. Additionally, PWSA's records may be incomplete. From PWSA's perspective, this is because the line at issue is a private water service line.



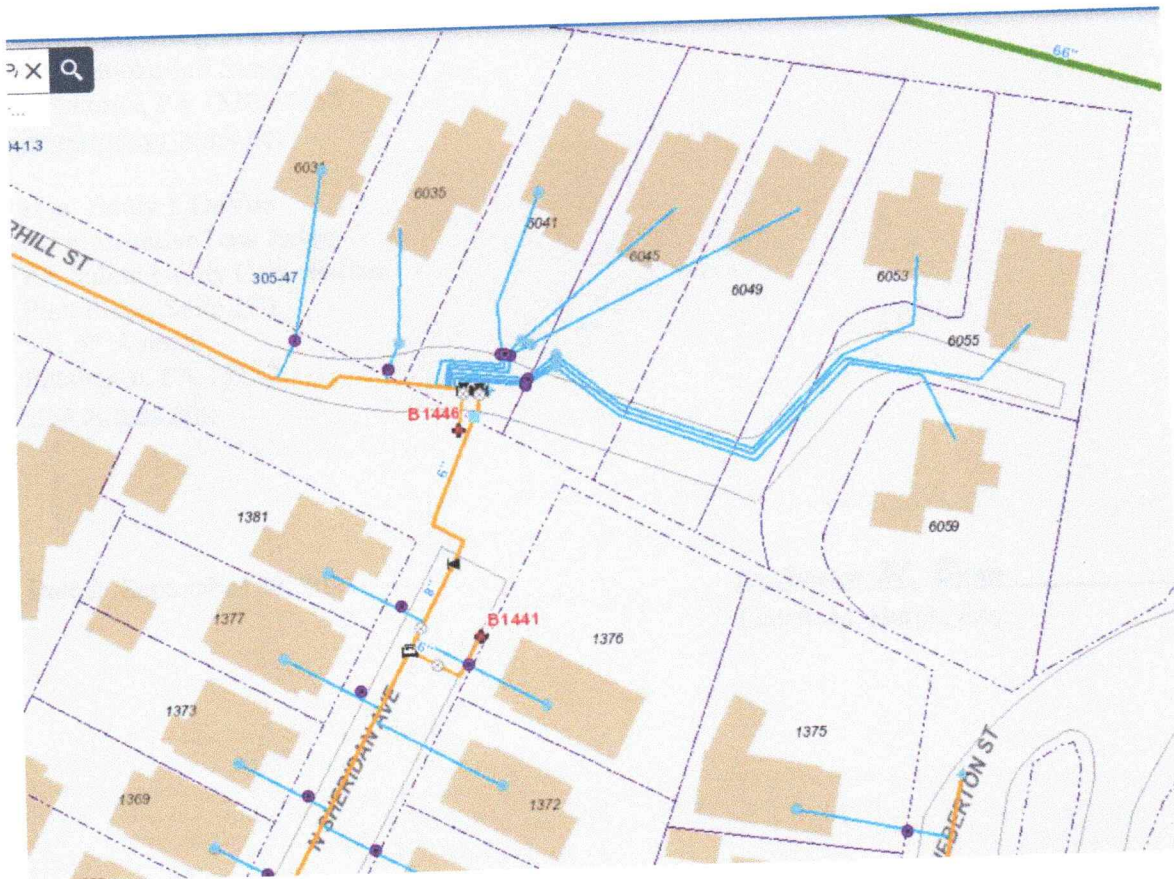
The map below shows approximate curb box locations on the shared water service line on Bunkerhill Street prior to the water line replacement in November 2020, specifically for the properties at 6053, 6055, and 6059 Bunkerhill Street (as a supplement to Attachment A above).

[illegible]

**Joint Stipulation of Facts
Attachment C**

The map below shows the approximate current curb box and meter crock locations on Bunkerhill Street after the shared water service line replacement in November 2020.

The purple circles shown on the map indicate approximate curb box locations, and the blue circles indicate approximate meter crock locations. The parties note that this map is a rendering providing general locations of the curb boxes and meter crocks, not exact GPS locations. Additionally, PWSA's records may be incomplete. From PWSA's perspective, this is because the line at issue is a private water service line.



From: becca price beccaprice@gmail.com
Subject: Fwd: Bunker Hill
Date: January 27, 2018 at 2:34 PM
To: jmusky@earthlink.net, judithmusgrave@earthlink.net



Hello John and Judy,

Please see attached some photos of our water break--at least one of them clearly shows cones marked "PWSA" over the work area in our yard.

Also the correspondence below may be helpful. If you scroll down to the first message from Brendan Schubert (no longer at PWSA, according to Dell), he clearly states that PWSA began work to fix the broken pipe in our yard on April 15th 2015.

Hopefully this helps and you can make some headway! Let me know if there's anything else you think we could share that would be helpful.

Becca

----- Forwarded message -----

From: becca price <beccaprice@gmail.com>
Date: Mon, May 11, 2015 at 4:52 PM
Subject: Re: Bunker Hill
To: Brendan Schubert <BSchubert@pgh2o.com>

Hi Brendan,

I am attaching a claim for damages that I would like to submit to PWSA along with supporting documents (invoice and pictures of damage). There is a physical address listed for the Claims Division to send this to, but I was wondering if there is any way to send the images digitally rather than needing to print them (and I wasn't sure if they're even worthwhile to include). I was unable to reach anyone in the claims office to answer these questions. Also if you are aware of any additional supporting documentation that would be good to include please let me know.

Did you ever hear from Dell Ziegler?

Thanks again for your help.
Rebecca

On Wed, Apr 15, 2015 at 4:13 PM, becca price
<beccaprice@gmail.com> wrote:

Hi Brendan,

Yes, they arrived on Monday and were still working when I left this morning, but they said the pipe is now fixed.

I discussed the situation and passed your contact information along to a neighbor named Dell Ziegler. He said he plans to get in touch with you to discuss the situation further.

Thanks for your help in finally getting this issue resolved.
Becca

On Wed, Apr 15, 2015 at 4:09 PM, Brendan Schubert
<BSchubert@pgh2o.com> wrote:

Becca,

Sorry I have not been back in touch. I got a notification today that they are up there to finish the work on your line. How has the conversation gone with your neighbors or if there has been any thus far?

Best Regards,

Brendan

Brendan R Schubert MPM

Brendan H. Conforti, III

Manager of External Affairs

Pittsburgh Water and Sewer Authority

[412-657-4031](tel:412-657-4031) (work cell)

[412-255-8800](tel:412-255-8800) x 2881 (Office)

















PITTSBURGH WATER AND SEWER AUTHORITY

Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222

(412) 255-2376 FAX (412) 393-0522

CLAIM FOR DAMAGES

THIS FORM IS TO REPORT DAMAGES TO PRIVATE OR PERSONAL PROPERTY, OR PERSONAL INJURY, AS A RESULT OF WATER LEAKAGE OR OTHER ACTIVITIES OF THE PITTSBURGH WATER AND SEWER AUTHORITY.

Please print or type all information requested below

Name Rebecca Price CLAIMANT INFORMATION S.S. # 237-41-6916
Address 6049 Bunkerhill St. City Pittsburgh
State PA Zip 15206 Phone (Home) 347-200-4234 Phone (Work) _____

Date and Time of Occurrence 01/16/15 INCIDENT INFORMATION Type of Incident (WATER) SEWER AUTO
Address of Occurrence 6049 Bunkerhill St.
City Pittsburgh State PA Zip 15206

Description of Damages (attach additional information if necessary) Plants removed/replaced in area of digging and water flow. Path through garden and stone tiles destroyed by workers. Soil and grass in yard destroyed by water flow.

ESTIMATED COSTS \$1029.00 (see attached) and dirt piles that were left by PWSA for nearly 3 months

PRIOR INCIDENTS

For a Line Break, are you aware of any prior line breaks in the vicinity? YES (NO) If yes, give the date, location and description of break.

WITNESSES (Attach any additional witness names or statements, if available)

Name Dan McCormick Phone 412-825-0252
Address 2040 Monroeville Rd., Monroeville PA 15146

PROPERTY OWNER INFORMATION

Name Rebecca Price Address 6049 Bunkerhill St.
City Pittsburgh State PA Zip 15206 Phone 347-200-4234

INSURER INFORMATION

NOTICE: Your Carrier Must Be Notified As Required By PA Law (42 Pa.C.S.A. §8553)
IS PROPERTY INSURED? (YES) NO WAS CARRIER NOTIFIED? (YES) NO

Company Safeco Policy # ok 5820342
Agent Lou Gratzmiller Address P.O. Box 515097 Los Angeles
State CA Zip 90051 Phone 412-713-5879

If you have other documentation to support your claim, such as photos or videotapes, please provide a copy to us. Please note that the Pittsburgh Water and Sewer Authority will not return any items submitted as part of a claim. Please keep duplicates for your records.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE OR DEFRAUD ANY INSURER, FILES AN APPLICATION OR CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION SHALL, UPON CONVICTION, BE SUBJECT TO IMPRISONMENT FOR UP TO SEVEN YEARS AND PAYMENT OF A FINE UP TO \$15,000.00.

SIGNATURE [Signature] DATE 5-11-15
claimform rev. 11.24.10

MCCORMICK LANDSCAPING
2040 MONROEVILLE ROAD
MONROEVILLE PA.
15146
412-825-0252 412-609-3760

Invoice

DATE	INVOICE #
5/5/15	4085

BILL TO	SHIP TO
Rebecca Price 6049 Bunker Hill Street Pittsburgh, PA. 15221	P.W.S.A Waterline damages 1/4/15 thru 5/4/15

		DUE DATE		P.O. NUMBER	
		6/4/15			
ITEM	DESCRIPTION	QTY	RATE	AMOUNT	
Plant removal	1/14/15 Remove all plants in the water flow area that would be trampled or buried under clay. The temperature was below freezing and leak had been unrepaired for two weeks prior. Transported and stored in plant area at my home for protection from colder than usual winter. Brought back in may to replant.	4	50.00	0.00 200.00 0.00	

STONEWORK SOIL WORK	RELIN STONE	11	45.00	0.00
	Rework clay soil/ hardscape area to replace steps that were broken and placed askew. Four 2x2 cement cast stones were broken and not realigned to form the pathway under the deck.	5	40.00	495.00 200.00
Lawn Installation	Hardscape, removal of stones, amend soil with compost, level, and apply turf type seed.	1	40.00	40.00
Steps	Cement cast pads	4	15.00	60.00
PEAT MOSS	3.3 CU. FT.	1	14.00	14.00
SEED	SUN/SHADE MIX LAWN SEED	5	4.00	20.00
		Subtotal		1,029.00
		7% Tax		
		Total		1,029.00

Historic Pittsburgh

Texts	Maps	Images	Finding Aids	Census	Chronology
Videos					

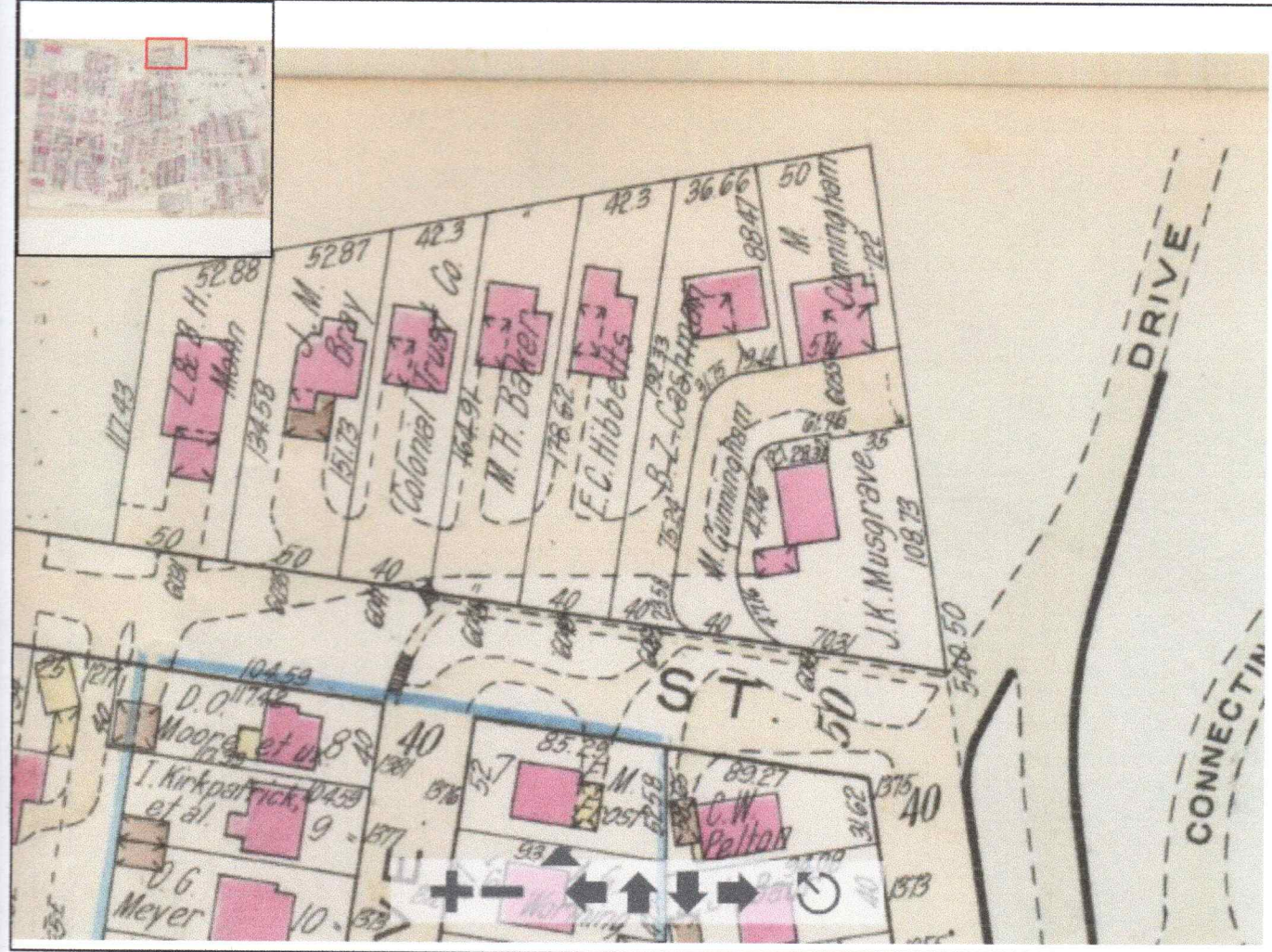
full-image	description
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CREATOR & PUBLISHER: G.M. HOPKINS

Plate 12

1939

Tip: drag edges of image to resize
(39v03p12)



6000 Blk Bunkerhill St.



Legend

Meter	Water Manhole	Outfall
Pump	Rising Main	End Cap
Hydrant	Supply Main	Sewer Pump Station
Hydrant - Out of Service	Transmission Main	Combined Sewer
System Valve	Distribution Main	Sanitary Sewer
Dividing Pressure Valve	Hydrant Branch	Storm Sewer
Cap	Private Main	Regulated Combined Sewer
Tee or Cross	Water Service Line	Overflow Sewer
Reducer	Manhole	Interceptor
Coupling	Junction	Sewer Force Main
Wash Out	Inlet	Private Sewer
	Private Inlet	Undefined Sewer

0 30 60 Feet

PGH₂O

Neither the City of Pittsburgh nor the PWSA guarantees the accuracy of any of the information hereby made available, including but not limited to information concerning the location and condition of underground structures, and neither assumes any responsibility for any conclusions or interpretations made on the basis of such information. COP and PWSA assume no responsibility for any understanding or representations made by their agents or employees unless such understanding or representations are expressly set forth in a duly authorized written document, and such document expressly provides that responsibility therefore is assumed by the City or the PWSA.

Date: 1/12/2017















ALLEGHENY COUNTY HEALTH DEPARTMENT

PLUMBING PROGRAM

PLUMBING PLAN RECEIPT

PLAN No: 2051_2018_26

Original File Date : 02/14/2018

Submitted By

Building Owner

ROBERT NAVILLIAT
709 BRIERLY LANE
MUNHALL, pa 15120

KAREN TOOLE
6053 BUNKERHILL STREET
PITTSBURGH PA 15206

Work Address
6053 BUNKERHILL STREET
PITTSBURGH PA 15206

Phone : (412)-4621435

HP-ID : 01253

Inspector : CZOCHARA JEFFREY

Municipality: PITTSBURGH-WARD 11

Building Type: SINGLE FAMILY HOME-GARAGE

Rev: 00

Qty	Description	Unit Amt	Total
1	WATER SERVICE AND DISTRIBUTION	\$15.00	\$15.00
1	< PLAN FEE (0-5 FIXTURES) >	\$70.00	\$70.00
Plan Fees : \$70.00		* Fixtures :	Total : \$85.00

Total no.of fixtures :

Total for this Plan :

\$85.00

Payment Information

Receipt No	Rev	Pay Type	Date Paid	CK/MO No	CK/Cash Amt
1341_2018_26	00	CHECK	02/14/2018	2564	\$85.00


ALLEGHENY COUNTY
 ALWAYS INSPIRING

Plumbing Inspection

Plan #	2051_2018_26	Complaint #	
Address	6053 BUNKERHILL STREET PITTSBURGH PA 15206		
Municipality	PITTSBURGH-WARD 11	Plumber Name	NAVILLIAT ROBERT
Owner Name	TOOLE KAREN	Email	rdn.jerryj@gmail.com
Company Name		Phone #	4124621435
Type of Building	SINGLE FAMILY	HP ID #	01253
Type of Test	WATER	Title	
Type of Visit	INITIAL INSPECTION	Assigned Plumbing Inspector	CZOCHARA JEFFREY
Time of Inspection	From: 0 To: 0	Inspected Plumbing Inspector	CZOCHARA JEFFREY

Type of Inspection

Storm Drain	N	Building Drain	N	Indirect Waste	N	Water Service	Y
Building Sewer	N	Water Heater	N	Final	N	Storm Sewer	N
Water Distribution	N	Rough Above Ground	N	Other (Partial Rough, Partial House Drain, etc.,)			N

Violations & Comments

Violation	Violation Y/N	Comments
APPLICATION AND PERMITS	N	
FEES	N	
INSPECTIONS AND TESTING	N	
MAINTENANCE	N	
PERFORMANCE OF PLUMBING WORK	N	
UNSAFE PLUMBING	N	
WHEN PERMITS ARE REQUIRED	N	

Date of Inspection

02/14/2018

**Location in Building
& Comments**

Apprx 2' repair to existing water service using 2" mechanical couplings and piece
of 2" sch 80 water service pipe. Ok to backfill and use

Plumber Signature



Inspection Image(s):





ALLEGHENY COUNTY HEALTH DEPARTMENT

PLUMBING PROGRAM

PLUMBING PLAN RECEIPT

PLAN No: 2053_2018_26

Original File Date : 02/14/2018

Submitted By

Building Owner

ROBERT NAVILLIAT
1060 FOREST AVENUE
WEST HOMESTEAD, PA 15120

BROOKE MCCARTNEY
6045 BUNKERHILL STREET
PITTSBURGH PA 15206

Work Address
6045 BUNKERHILL STREET
PITTSBURGH PA 15206

Phone : (412)-4621435

HP-ID : 01253

Inspector : CZOCHARA JEFFREY

Municipality: PITTSBURGH-WARD 11

Building Type: SINGLE FAMILY RESIDENCE

Rev: 00

Qty	Description	Unit Amt	Total
1	WATER SERVICE AND DISTRIBUTION	\$15.00	\$15.00
1	< PLAN FEE (0-5 FIXTURES) >	\$70.00	\$70.00
Plan Fees : \$70.00		* Fixtures :	Total : \$85.00

Total no.of fixtures :

Total for this Plan :

\$85.00

Payment Information

Receipt No	Rev	Pay Type	Date Paid	CK/MO No	CK/Cash Amt
1344_2018_26	00	CHECK	02/14/2018	2569	\$85.00



ALLEGHENY COUNTY

ALWAYS INSPIRING

Plumbing Inspection

Plan #	2053_2018_26	Complaint #	
Address	6045 BUNKERHILL STREET PITTSBURGH PA 15206		
Municipality	PITTSBURGH-WARD 11	Plumber Name	NAVILLIAT ROBERT
Owner Name	MCCARTNEY BROOKE	E-Mail	rdn.jerryj@gmail.com
Company Name		Phone #	4124621435
Type of Building	SINGLE FAMILY	HP ID #	01253
Type of Test	WATER	Title	
Type of Visit	INITIAL INSPECTION	Assigned Plumbing Inspector	CZOCHARA JEFFREY
Time of Inspection	From: 0 To: 0	Inspected Plumbing Inspector	CZOCHARA JEFFREY

Type of Inspection

Storm Drain	N	Building Drain	N	Indirect Waste	N	Water Service	Y
Building Sewer	N	Water Heater	N	Final	N	Storm Sewer	N
Water Distribution	N	Rough Above Ground	N	Other (Partial Rough, Partial House Drain, etc.,)			N

Violations & Comments

Violation	Violation Y/N	Comments
APPLICATION AND PERMITS	N	
FEES	N	
INSPECTIONS AND TESTING	N	
MAINTENANCE	N	
PERFORMANCE OF PLUMBING WORK	N	
UNSAFE PLUMBING	N	
WHEN PERMITS ARE REQUIRED	N	

1/17/23, 10:51 AM

Plumbing Inspection Report

Date of Inspection

02/14/2018

**Location in Building
& Comments**

Apprx 2' Repair on 2" copper water service in front yard apprx 10' from porch.
Used 2 mechanical couplings and piece of 2" copper. Holding working pressure.

Plumber Signature

A handwritten signature in dark ink, consisting of several stylized, overlapping loops and a long horizontal stroke extending to the right.


ALLEGHENY COUNTY
 ALWAYS INSPIRING

Plumbing Inspection

Plan #	2053_2018_26	Complaint #	
Address	6045 BUNKERHILL STREET PITTSBURGH PA 15206		
Municipality	PITTSBURGH-WARD 11	Plumber Name	NAVILLIAT ROBERT
Owner Name	MCCARTNEY BROOKE	E-Mail	rdn.jerryj@gmail.com
Company Name		Phone #	4124621435
Type of Building	SINGLE FAMILY	HP ID #	01253
Type of Test	WATER	Title	
Type of Visit	SUBSEQUENT INSPECTION	Assigned Plumbing Inspector	CZOCHARA JEFFREY
Time of Inspection	From: 0 To: 0	Inspected Plumbing Inspector	CZOCHARA JEFFREY

Type of Inspection

Storm Drain	N	Building Drain	N	Indirect Waste	N	Water Service	Y
Building Sewer	N	Water Heater	N	Final	N	Storm Sewer	N
Water Distribution	N	Rough Above Ground	N	Other (Partial Rough, Partial House Drain, etc.,)			N

Violations & Comments

Violation	Violation Y/N	Comments
APPLICATION AND PERMITS	N	
FEES	N	
INSPECTIONS AND TESTING	N	
MAINTENANCE	N	
PERFORMANCE OF PLUMBING WORK	N	
UNSAFE PLUMBING	N	
WHEN PERMITS ARE REQUIRED	N	


Date of Inspection

02/14/2018

**Location in Building
& Comments**

Added picture to inspection

Plumber Signature



Inspection Image(s):

