BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Michele Westmoreland,)
Complainant,)
V.) Case No. WC-2015-0171
Missouri-American Water Company,)
Respondent.)

STAFF RECOMMENDATION TO GRANT PARTIAL RELIEF

COMES NOW the Staff of the Missouri Public Service Commission, by and through counsel, and hereby recommends that the Commission enter an Order finding that Missouri-American Water Company (hereinafter "Company") has violated its filed tariff, Sheet R11, Rule 3(E) entitled "Liability of the Company", for damage caused by its contributory negligence to Complainant's property located at 2417 Entity Avenue in St. Louis, Missouri, which occurred on the date of December 2, 2013. In support of its recommendation, Staff states:

Introduction

1. Ms. Westmoreland filed an informal complaint with the Missouri Public Service Commission (Commission), EFIS Complaint No. C201401703, on June 11, 2014 which the Company responded to by providing a copy of a signed release (hereinafter "Release") purporting to settle all claims between the Company and Complainant related to the December 2, 2013 incident. The Complainant denies that the Release was intended to settle all claims from the incident and filed a formal complaint.

- 2. As set forth in Complainant's Formal Complaint, "on December 3, 2013, a Missouri-American Water Company crew was excavating in front of my home at 2417 Entity Avenue in order to repair a main. During the excavation the crew broke the existing main further and water began to rush out at a much faster rate than it had been previously. The water continued to pour out at full volume for over four hours causing extensive damage to our driveway and landscaping. The extreme amounts of water coming out of the pipe created a path through our yard and the water found its way into the basement of our home and damaged the pool in the backyard". Staff has confirmed with the Customer that the date of December 3, 2013 as set forth in her complaint was incorrect, and rather the date of the incident should be listed as December 2, 2013. Staff has also confirmed with the Company that it responded to a main break on December 2, 2013 at Complainant's location.
- 3. Complainant claims that the actions of the Company have caused her home and property to sustain damages of at least \$48,000.00². To date, Complainant has received only \$313.65 as payment from Company's liability insurer, Travelers Property Casualty Company of America, and claims that the release that was signed was not the result of negotiations, nor was it intended to release the full value of Complainant's claims. Complainant has retained a contractor, Atlas Foundation Solutions, LLC, whose report found that the damage sustained to Complainant's foundation and porch were a result of "the water main break". In addition to the foundation and porch damage, there is damage to the Complainant's pool, interior of

¹ Formal Complaint.

² The Commission is without authority to award monetary damages.

³ See Appendix A, Proposal from Atlas Foundation Solutions.

her basement, yard, and driveway.

4. The Company in its Answer to the formal complaint admits that a main break at the Complainant's location did occur, but denies that a backhoe digging too deep contributed to the increased water volume or that it took crews four hours to shut off the water. Company's Answer also does not indicate that the Complainant in anyway, contributed to the main break or any subsequent increased water volume flow that may have resulted from the use of the backhoe. Company's response to Staff's data request, listed as Attachment 3, found in Appendix A to this pleading, does show that a backhoe was present on site at the break and that the surface type above the break was asphalt necessitating the use of a backhoe to remove the surface to allow crews to get to the break.

Discussion

- 5. The details of Staff's investigation of this Complaint are stated in Staff's Report attached as Appendix A.
- 6. Staff found that a leak was reported at 7:30am but it is not clear by whom that report was made. Staff in examining the materials provided by both Complainant and Company found that the Company caused the damage either by excavation using the backhoe or failure of the Company to do anything to divert the water or slow the flow of it. As a result a large amount of water flowed for an extended period of time on the Complainant's property causing damage to the driveway, landscaping, pool, and foundation of the home at 2417 Entity Ave.

3

⁴ Answer.

7. This action is in violation of the Company's filed tariff Sheet R11, Rule 3(E) entitled "Liability of the Company", with the Commission. This section of the tariff states "The Company shall not be liable for damages resulting to Customer or third persons, unless due to contributory negligence on the part of the Company and without any contributory negligence on the part of the Customer or such third party." (emphasis added). A tariff is both a schedule of charges for services and a set of terms and conditions that apply to the delivery of those services. Like a duly promulgated administrative rule, a tariff has the force and effect of law and is binding on the utility, the public, and the PSC.⁵

Conclusion

8. Based upon Staff's investigation, Staff concludes that Missouri-American Water Company violated its tariff provision Sheet R11, Rule 3(E) entitled "Liability of the Company" by contributing to the property damage sustained by Complainant.

WHEREFORE, Staff recommends that the Commission deny Company's motion to dismiss the Complaint, find Company failed to comply with its tariff provision Sheet R11, Rule 3(E) entitled "Liability of the Company", by contributing to the damage sustained the property located at 2417 Entity Avenue, St. Louis MO on the date of December 2, 2013.

⁵ This is the "Filed Rate Doctrine" or "Filed Tariff Doctrine." Missouri courts have uniformly applied the Filed Rate Doctrine to decisions of the PSC, see, e.g., *State ex rel. AG Processing, Inc. v. Public Service Commission*, 311 S.W.3d 361 (Mo. App., W.D. 2010); *Bauer v. Southwestern Bell Tel. Co.*, 958 S.W.2d 568 (Mo. App., E.D. 1997).

Respectfully submitted,

/s/ Cydney D. Mayfield

Cydney D. Mayfield Missouri Bar Number 57569 Senior Counsel

Attorney for the Staff of the Missouri Public Service Commission P.O. Box 360
Jefferson City, MO 65102
573-751-4227 (Voice)
573-526-6969 (Fax)
cydney.mayfield@psc.mo.gov

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served, either electronically or by First Class United States Mail, postage prepaid, to all counsel of record on this **27th day of March**, **2015**.

/s/ Cydney D. Mayfield

MEMORANDUM

<u>EFIS Case No. WC-2015-0171</u> Michele Westmoreland v. Missouri-American Water Company

TO: EFIS Complaint File

FROM: David Spratt, Utility Operations Technical Specialist II - Water & Sewer Unit

/s/ David A. Spratt /s/ Kevin Thompson

Water and Sewer Unit Staff Counsel's Office

SUBJECT: Staff Report of Investigation

DATE: March 27, 2015

Background

On December 2, 2013 at 7:55 am, Missouri-American Water Company (Company or MAWC) initiated a water main repair on a small water leak in front of the home of Michele and Giovanni Westmoreland at 2417 Entity Avenue in St. Louis, MO. Ms. Westmoreland has brought forth a complaint that during the main repair, the Company was negligent with its excavation, which ruptured the water line and caused water to flow from the damaged six-inch cast iron pipe at "full volume" contributing to water damaging the driveway, yard, landscaping, pool, foundation, and basement of the home. Ms. Westmoreland filed an informal complaint with the Missouri Public Service Commission (Commission), EFIS Complaint No. C201401703, on June 11, 2014. Staff spoke with the Customer and the Company to get more information about this case. The Company presented a release, (See Attachment 2 – "Signed Release"), signed on February 1, 2014 by Ms. Westmoreland and her husband that it believed removed the Company from any liability. The Company states in Data Request No. 0006 that "[T]he amount was a negotiated settlement between Westmoreland and MAWC's liability insurance carrier, Travelers Insurance. MAWC was not involved in the negotiations." Ms. Westmoreland said there were no negotiation and that she was told that the amount of \$313.63 is all that would be offered to her right now. Ms. Westmoreland states that she had been told at the time she signed the release that it was only to pay for a couch that had been damaged by the water that entered the home and that further repairs and restitution would be made to cover other damages to her home. Westmoreland said since she signed that release that she has been unable to get information from the Company and she could not get anyone to return her phone calls. Data Request No. 0010 (See Attachment 3 - "MAWC Attachment A") specifically requested copies of contacts that were made by the Customer. In the Company's response, (See Attachment 4 - "MAWC" Attachment C") it included documentation of all the times that Ms. Westmoreland called to request a call from someone.

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Staff's Discussion and Findings

Ms. Westmoreland says that approximately thirty minutes after the Company began working on the main, the water began to rush out of the excavated area. Ms. Westmoreland states that she asked a crew member of MAWC what happened to which he responded, "We dug too deep". Ms. Westmoreland claims that the water ran for several hours without the Company making any effort to slow the flow of the water or divert the water from her property. Ms. Westmoreland has several photographs of water damage to her basement and the large amount of water around the outside of her home. Ms. Westmoreland has explained that the water leak caused damage to her driveway, her yard, her pool, the foundation of her home, and flooded the basement. Photos are included in this document as Attachment 1.

Because of new information presented by the Company in its response to Ms. Westmoreland's formal complaint refuting the claim by the Customer that the water was not turned off for hours after the break occurred, Staff submitted some data requests to the Company to get more physical evidence about the accounts of the events from that day. Staff requested a report of the incident and requested to see records of which valve or valves were operated to turn-off this section of the water system. Staff requested copies of phone records to document the date and time that Ms. Westmoreland called the Company and what was discussed. Staff also asked if there were any Customers in the area, who may not have filed a complaint with the Missouri Public Service Commission, that may have received any type of relief, whether financial or service related, like grounds keeping or concrete work as a result of this break. Staff requested an extension of time from the Commission to allow the Company twenty days to respond to the data requests. The Company provided a report of the incident labeled as "Attachment A" (See Attachment 3), a map of the area indicating which valves were operated to control the flow as well as what size and type of mains are in the area labeled as "Attachment B" (See Attachment 5 - "MAWC Attachment B"), and Customer phone records indicating when Ms. Westmoreland called and what was discussed labeled as "Attachment C" (See Attachment 4).

MAWC states in its response to Ms. Westmoreland's formal complaint, that a "crew arrived at the main break location at 7:55 am and the water was shut-off by 9:30 am." The Company provided a document labeled "Attachment A" in response to Data Request No. 0002 (See Attachment 3) requesting a report of the incident. The Company's response says the leak was called in at 7:30 am, that the crew arrived at 7:50 am, and that the flow was stopped at 9:30 am. Ms. Westmoreland said she believed it was closer to 1 pm before the water was turned off. This report documents that a backhoe was used in the excavation through the asphalt road to access the water main which was located in the road.

Attachment C, provided by the Company (See Attachment 4), provides a listing of phone calls made by Ms. Westmoreland on that day. The first phone call from Ms. Westmoreland is recorded at 12:31:12 where she is reporting to the Customer Service Representative about the

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water leak. Her call was transferred. At 12:50:39 she spoke to another Customer Service Representative and the representative documented her statement as the following: "Crews were out working on mainbreak in front of home and pipe was hit with backhoe causing a severe flow of water to rush through yard and driveway and cause severe flooding. This issue is still occurring. Been going on for at least 45 minutes. Both back and front yard effected. Driveway coated in mud, grass has washed away. 1 Foot of water in backyard. Customer stating that moisture in basement and that foundation to home was impacted and water is seeping into basement from foundation and the carpet is moist."

MAWC's tariff contains language excluding it from liability in the event of damage except for Sheet R11, Rule 3(E) (See Attachment 6 – "Tariff Sheet"), "Liability of the Company", which states, "The Company shall not be liable for damages resulting to Customer or third persons, unless due to **contributory negligence** on the part of the Company and without any contributory negligence on the part of the Customer or such third party." The Customer said that she was unaware of a leak at this location prior to the Company arriving that morning. The report listed as "Attachment A" provided by the Company (See Attachment 3) states that the leak was reported at 7:30am but it does not state by whom. Whether the Company was responding to a leak or performing routine maintenance may not be relevant to the complaint. The original reason the Company was working in that location may have been due to circumstances beyond the control of the Company, but the larger break, if caused by the excavation and the failure of the Company to do anything to divert the water or slow the flow of it, would have allowed a large amount of water to flow for an extended period of time on the Customer's property causing damage to the driveway, landscaping, pool, and foundation of the home at 2417 Entity Ave. which could have created a path into the Customer's basement causing flooding and damage to the home's interior as the Customer claims.

Ms. Westmoreland contends that she had never had moisture problems in her basement before this incident and now since the water leak on December 2, 2013 her basement fills with water when it rains. She says she tried working with the Company and signed the release on February 1, 2014 as a sign of good faith with the Company in hopes it would repair what had been done. Ms. Westmoreland said the Company was unresponsive to her phone calls for six months until she issued a complaint with the Missouri Public Service Commission. "Attachment C" provided by the Company (See Attachment 4) shows records of numerous calls by Ms. Westmoreland asking to speak to someone about repairs. The Customer Service Representatives show records of damage claims being sent to the restoration department. She claims that Mr. Peter Musik, a representative from Traveler's Insurance, arrived at her home on June 12, 2014 only to tell her that he believed the damage to her home was pre-existing and the Company was not responsible and that she would need to hire a structural engineer to prove otherwise.

Ms. Westmoreland hired a foundation company called Atlas Structural Solutions LLC to look at her home and present her an analysis. The proposal she was presented with has been provided Case No. WC-2015-0171 Michele Westmoreland v. Missouri-American Water Company Page 4 of 5

by the Customer, (See Attachment 7 – "Proposal from Atlas Foundation Systems") is a page and a half long discussing what repairs need to be made to her home. Within the body of the proposal Mr. Michael Willard, President of Atlas Foundation Solutions LLC of Fenton, Missouri, makes some comments explaining why this work is needed. These comments are listed here:

- 1. "The water has seen to found a pathway since the water main beak and the homeowner gets water every time rain now."
- 2. "The cracks were existing but not active. With the large amounts of water running against the front foundation wall and the solid load the foundation wall experienced extreme amounts of pressure causing slightly inward movement causing the cracks to leak."
- 3. "The repair is because the water washed out under the front porch causing it to settle and create voids."

Ms. Westmoreland has spoken with some contractors to get estimates for clean-up, restoration and repairs. In her formal complaint Ms. Westmoreland itemizes the costs she has incurred as a result of her flooded basement including: yard repair - \$3,000; foundation repairs - \$11,000; refinishing the basement - \$25,000; replacing the front porch - \$5,000; replacing the pool - \$4,000.

Conclusion and Recommendation

Staff believes that the Commission should issue an order finding that MAWC has violated its tariff via Sheet R11, Rule 3(E) (See Attachment 6). Although MAWC has provided a copy of a signed release between the parties this cannot immunize MAWC from liability for damages caused to Customers when it has agreed to assume such liability in its filed tariff. Whether or not the release constituted a full and final payment for damages to the Customer is not for the Commission to determine, and would not relieve MAWC from violation of its filed tariff.

Staff believes the Company is responsible for damages to the Customer's property and should make a diligent effort to pay proper restitution for damages incurred. Staff believes that the actions of the Company may have caused the line to rupture and that the Company could have done more to divert, slow, or stop the flow of water from the broken main. It is difficult to determine exactly how long the water flowed from the broken whether it was around an hour as the Company claims or over four hours like the Customer claims but it is apparent from the pictures and from the proposal from Atlas Foundation Solutions LLC that a significant amount of water poured out of the mains and caused extensive damage to the foundation of the home and the basement of the home.

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Photographic and video evidence taken by Michele Westmoreland shows that a large volume of water flowed towards, around, and inside of their home. Pictures of the inside of the home show water in the basement and damage caused to the walls and carpeting. Due to the amount of water that entered the home and the extent of the damage caused by the water, Staff believes that the Company contributed to the damage caused. The Westmorelands were able to get their insurance company to pay a portion of the damages after going through a public adjuster because the flooding in the home was not caused by rain water but by drinking water that flowed from a broken main out in the street in front of their home. The Westmoreland's insurance company capped their claim at \$12,000. The public adjuster received ten percent of any amount received from the insurance company. Because the damage to the home was not anything the Westmorelands contributed to, they will now likely see higher insurance premiums as a result of filing a claim.

Staff believes that the insurance company entered into a release with the Westmorelands for the amount of \$313.63 and clean up. Staff believes that the term "clean up" is vague and ambiguous. The Westmorelands stated that they were led to believe that the release they were signing was only for a couch that was damaged and that they never would have signed the release if they believed that is all the money they would receive for the damages caused by the water leak on that day.

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI $\underline{ \text{AFFIDAVIT OF DAVID A. SPRATT} }$

STATE OF MISSOURI)	
) ss	Case No. WC-2015-0171
COUNTY OF COLE)	

David A. Spratt, of lawful age, on his oath states: (1) that he is a Technical Specialist II in the Water and Sewer Department of the Missouri Public Service Commission; (2) that he participated in the preparation of the foregoing *Staff's Recommendation*; (3) that he has knowledge of the matters set forth in the foregoing *Staff's Recommendation*; and (4) that the matters set forth in the foregoing *Staff's Recommendation* are true and correct to the best of his knowledge, information and belief.

David A. Spratt
Technical Specialist II
Water & Sewer Department
Utility Operations Division

Subscribed and sworn to before me this 27th day of March 2015.

Notary Public

LAURA DISTLER
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Cole County
My Commission Expires: June 21, 2015

Commission Number: 11203914

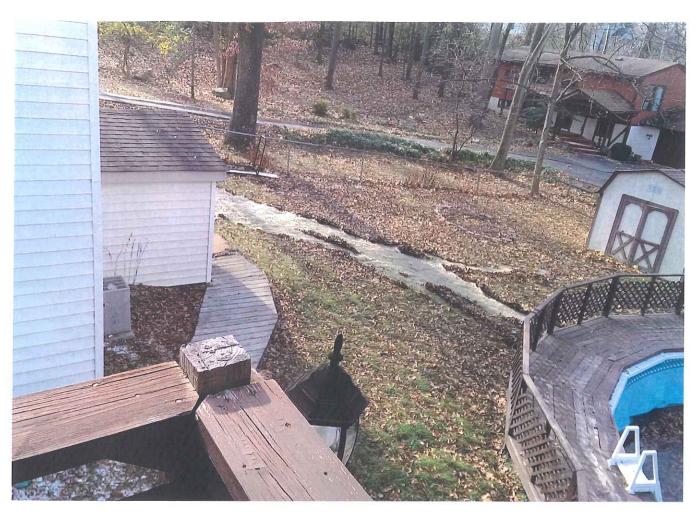
Attachment 1 Photos of 2417 Entity Ave.





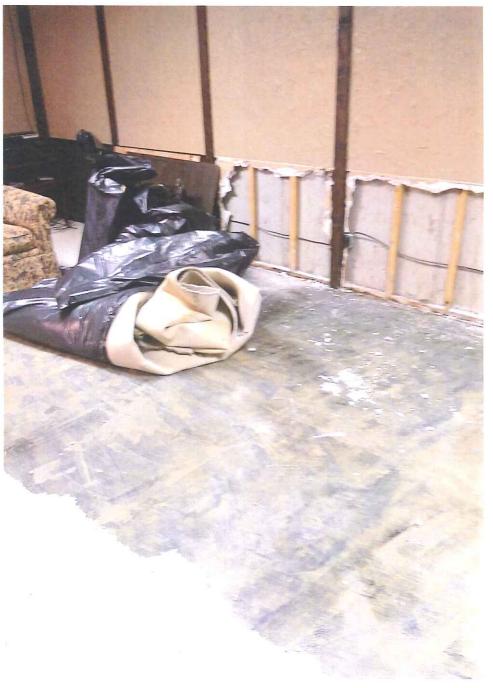


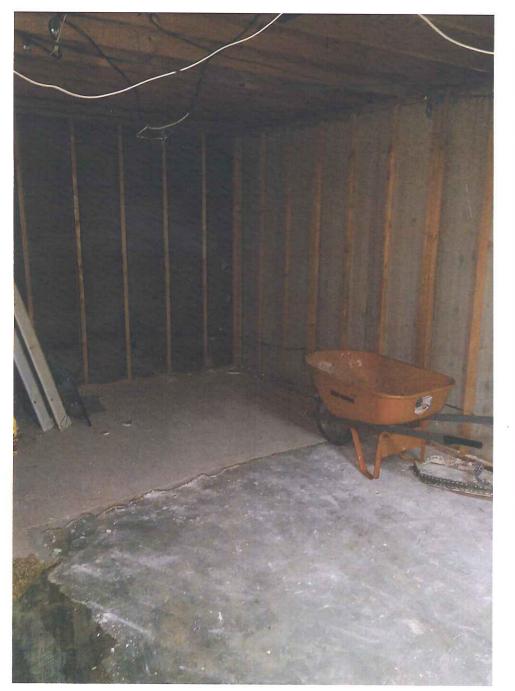














Attachment 2 Signed Release

RELEASE-BYN7652

I/we, Michelle Westmoreland, in consideration of the sum of \$313.63, and ck in up, the receipt and sufficiency of which is hereby acknowledged, hereby release a d forever discharge the Missouri American Water Company and Travelers Property Casualty Company of American, its successors and assigns of and from any and all a tions and causes of action, rights, suits, covenants, contracts, agreements, judgments, c hims, and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen I be dily and personal injuries or death, damage to property, and the consequences there of, which heretofore have been, and which hereafter may be sustained by the Undersigned or by any and all other persons, associations, and corporations claiming by or the Undersigned, whether herein named or referred to or not, and especially from a liability arising out of an occurrence that happened on or about 12/03/2013.

Further, in consideration of the above payment, the UNDERSIGNE ALSO EXPRESSLY DECLARES AND AGREES;

- (1) That all claims, past or future, are disputed and this full and final settlement thereof shall never be treated as evidence of liability, nor as an admission of libility or responsibility at any time or in any manner whatsoever;
- (2) That this release covers and includes all claims several or otherwise, past, resent or future, which can or may ever be asserted by any person or persons, as heirs, or otherwise, as the result of injuries or death and/or damages as aforesaid or the affects or consequences thereof;
- (3) That this full and final release shall cover and include all and any futur injuries, death and/or damages not now known to any of the parties hereto but which hay later develop or be discovered, including the effects or consequences thereof and including all causes of action therefore;
- (4) That the undersigned will indemnify and hold harmless the said partie released hereby, against loss, including counsel fees, from any and every claim or d mand of every kind and character, including claims for contribution, which may be assered by the Undersigned by reason of said occurrence, injuries and/or damages or the ffects of consequences thereof;

	In witness whereof, the hand and seal of the Undersigned is set hereunto this da of, 2014.	ıy
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	Signature: Hayanni Weshma land	•

Attachment 3

Attachment A from MAWC

Company Report of Water Leak at 2417 Entity Ave.

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]	10" DEPIPE CE 350 - 1406374		4" 22 57 BERO MJ -	(405839		6"x2" 143 PLUG -	1407633	6" X 3/4"X16" FORC	1408999
1	12" OF PIPE CL350 - 1406381		6" 22 % BEND MJ -	1405840		8" SOLID (A) PLUG	1497839	10" X 3/4"X16" FGRC	1408913
1	16" OF PIPE Ct. 350 - 1496395		8" 22 % BENO MJ •	1405641		8"x2" ALI PLUG	1407836	12" X 3/4"X16" FORG	1400929
J	18" OF PIPE CL359 • 1406484		12" 72 % BEND MJ +	1405043	,,,,,,,	12" SOLID NJ PLUG -			
1	20" OL PIPE CL 350 - 1406411		16"22 1/ BEND MJ -	1409845		12"x2" MJ PLUG -	1407842		
 	DI PIPE CI.		22 % DEND MJ			MJ PLUG ·			
 	DI PIPE CL		XX II OLINA AIG			III T LEG			<u> </u>
} 	(i) FIECUL		4" 11% BENO MJ -	1405854		4"x4" TEE MJ -	1407142		·····
]	24 - VO 144 P. O 2010 P. 140 140 140 140 140 140 140 140 140 140		6" 11% BESD MJ -	1405856		6"x4" TEE MJ.	1407145	CONCRETE BLOCKS	
AI	6" TR-FILEX PIPE CL350 1406471					6"x6" TEE MJ -	1407 146	CONTRACT C DESCRIP	
}	8" TR-FLEX PIPE CL350 1406475	 	8. 31 %, 8EMO W1.	1405856				COMODETE DADE	
1	10" 1R-FLEX PIPE CL350 1406480		12" 11 % BEND MJ -	1405958	······································	B"x6" TEE MJ -	1407149	CONCRETE PADS	
]	12" FR-FLEX PIPE CL350 1406465	_	16" H W BEND MJ -	1405660	~~~~	8"x8" TEE MJ -	1407150	DDE MIV	
H	16" TR-FLEX PIPE CL 350 1406485		H W BEND MJ -			12"x6" (EE MJ -	1407157	PRE-MIX	
	20"TR-FLEX PIPE GL52 1406497		Section 1			12"x8" TEE MJ -	1407158	5.00000000000	
 	OR-FLEX PIPE CL		6" 90 BEND TRF-	1405907		12"x12" fee MJ -	1407160	BLOCKING SACKS	
	FR-FLEX PIPE CL		B" 90-BEND TRF-	1405906		TEE MJ -			
ļ			12" '99' DENO TRF-	1406909				RE-BAR	
	6" 4 BOLDER - 1405802		16" 90' GEND TRF-	1405910		HEE TRF			
	6" 3-BOLTER - 1405300		907 BENO TRE-			TEE TRF		TRACE WIRE	
	8" 4-80% TER - 1405803	<u> </u>							
<u> </u>	6" 8-BOLYER - 1405801	ees	6" 45" BEND TRF -	1405915		4" MJ GLAND KIT	1409495	PLYWOOD	
	2.00		8" 45' DENO TRF	1405916		6" MJ GLAND KIT	1409496		
1	8" SOLID SLEEVE MJ 1405681		12"45" 0ENO TRF-	1405917		8" MJ GLAND KIT	1409397	2" X 4" LUMBER	
	B" SOLED STILEVE MJ 1405092		16" 45" DENO TRF-	1405918		10" MJ GLAND KIT	1409498		
	10" SOLID SLEEVE MJ 1405683		45 OEND TRF -			12" MJ GLAND KIT	1409499	MISCELLAN	EOUS
	IZ" SOLID SECEVE MJ 1405684					16" MJ GLAND KIT	1400500		
	16" SOLIO SLEEVE MJ 1405507		6" 22 %" BEND TRF •	1405924		20" (4.) GLAND KIT	1409502		
	SOLIO SLEEVE MJ		8" 22 %" BENO TRF -	1405925		24" 153 GLAND KIT	1409503	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
			12" 22 15 BUNO TRE •	1405926		30" M. GLAND KIT	1409504		
	12" SPETT SLEEVE MJ 1405778		16" 22 %" BENO TRF •	1405927		36" MJ GLAND KIT	1409505		
	16" SPLIC SLEEVE MJ 1405779		22 %" BENO TRF			42" MJ GLAND KIT	1409505		
	20" SPLIT SLEEVE MJ 1405780								
	24"SPLIT SLEEVE MJ 1405781		12" (1 % (BEND) TRF -	1405858		20" POLYWRAP			
	SIC CASE OF THE SECOND STATE OF THE SECOND STA		16" 11 % BENO TRF -	1405869		37" POLYWRAP			
[P 90° BENO MJ → 1405807]	11%: BEND MJ -			45" POLYWRAP			
1	P" 90 GERIO MJ - 1495808]				54" POLYWRAP		Andrew Management of the Control of	
	l., 30, 9EMD W1 · 1402800		6"x4" REDUCER MJ-	1406036		67" POLYWRAP			
	0"90 BERO MJ - 1485810		8"x4" REDUCER MJ-	1406034		75" POLYWRAP			
	2"90" BENO MJ - 1405911		B"x6" REDUCER MJ.	1405039		AAARTPERPAAREATIFEREN	enganyan yaya nagaray ng manihishana Askanihisha Eskanipanaka gunishin	A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-	
	(8"00" BEND MJ - 1405813	11	10"x8"REDUCER MJ-	1406042				and the second s	
 	90° BEBD MJ •	† <u> </u>	12"x6" REDUCER MJ-	1406914		4"CAP MJ	1407769		
			12"x8"REDUCER MJ-	1406045		4" X 2" CAP MJ	1407768		
		 	REDUCER MJ-			age and the second seco			
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STOCK E MATERIAL ISSUE TICKET

	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
. **	CI - A BOX LID - 1-109J58		PL 15" - A BOX TOP - 1409	156	CURB BOX TOP - 140543x		I" RISER - 1405
	CI 15" - A BOX TOP - 1405493		PL 18" - MIDDLE - 1400:	175	CURB BOX 16" EXT 1410068		1%" RISER - 1405
	CI 18" - MIDDLE - 1405537		PL - A BOX BASE - 14600	60 }	CURB BOX BOTTOM 24"- 1405-133		2" RISER - 1405
	CI - A BOX BASE - 1405529		PL 10" - TOP - 14055	?2	CURB BOX 80TTOM 36"- 1410050		3" RISER - 1405-
*/11/12/2	CI 10" - TOP - 1405-186		PL 10" - MIDDLE - 14693	174	CURB BOX 10" EXT 1410067		
	CI 10" • M(DDLE • 1409365						4"x3/4" SRV SADDLE - 1412
******		***********	4" TAPFLG X WJ VALVE - 1410:	524	16"MJ X MJ DE VALVE 1410975		6"x3/4" SRV SADOLE - 1412
	4" MUX MI VALVE - 1411076		6" TAP FLG X MJ VALVE - 14100		20"MJ X MJ BF VALVE - 1410979		8"x3/4" SRV SADDLE - 1412
•	6" MJ X MJ VALVE - 1410519		8" TAPPLG X MJ VALVE -1410		24"MJ X MJ BT VALVE - 1410982		12"x3/4" SRV SADDLE - 141:
	8" MJ X 59J VALVE - 1410540		10" TAP FEG X IXJ VALVE 1440		30"MJ X MJ BF VALVE - 1410984		
	10" M4 X M3 VALVE . 1407987		12" TAP FLG X MJVALVE - 1410		36"MJ X MJ BF VALVE - 1410986		2" FLUSH BYO, 1408
	12" M. X M. VALVE - 1407988				42"MJ X MJ BF VALVE 1410988		3-1/2*8URY BYO, 1400
			16"X 6"AMER TAP SADDLE - 1407	619			4' BURY BYO, - 1406
	4"x4" M) TAP SLV- 1407453		16"X 8"AMER TAP SADDLE- 1407		6" X 6" FLG TAP SLV - 1407369		4-1/2'BURY HYD, 1400
	6"x4" M) TAP SLV: 1407454		20"X 4"AMER TAP SADDLE: 1407		B" X 6" FLG FAP SLV - 140/391		
	6"x6" MJ TAP SLV- 1407455		20"X 6"AMER TAP SADDLE: 1407		8" X 8" FLG TAP SLV - 1407392	<u> </u>	4" BJ CLAMP - 1406
	8"x4" MJ TAP SLV- 1407456		20"X 8"AMER TAP SADDLE: 1407		10" X 8"11 G TAP SEV - 1407394	_	6" BJ CLAMP - 1406
	8"x6" I&J TAP SLV: 1407457		24"X 4"AMER TAP SADDLE- 1407		10"X10" ELG TAP SEV - 140/395		8" DJ CLAMP - 1406
	8"x8" MJ TAP SLV- 1407458		24"X 6"AMER TAP SADDLE: 1407		12" X 4"1 LG FAP SLV - 1407396		10" 8J CLAMP - 1406
_	10"x4" MJ TAP SLV- 1410406		24"X 6"AMER TAP SADDLE: 1407		12" X 8" FLG FAP SLV - 140/397		12"83 CLAMP · 1406
	10"x6" M) TAP SEV- 1407469		24"X 12"AMER TAP SADDLE-1407		12" X 8" FLG TAP SLV - 1407398		16"BJ CLAMP - 1408
	10"x8" 51 TAP SEV- 1407461	····	X AMERITAP SADDLE- 1407		12"X 12"FLG TAP SLV - 1407400		20"83 CLAMP . 1406
	10"x10" 55J TAP SLV- 1407462		X AMER YAP SADDLE- 1407		10" X 4" FLG TAP SLV - 1407402		24"6J CLAMP . 1406
/	12"x4" MJ TAP SLV- 1407/163		A MINERALA GADDLE I I III	· -	16" X 6" FLG TAP SLV - 1407-403	_	30"BJ CLAMP - 14065
	12"x6" MJ TAP SLV- 1407464	·	4" GRIPPER RING . 14061	20	16" X 8"FLG TAP SLV - 1497404		36"0.1 CLAMP - 14666
	12"x8" 51J TAP SLV- 1407/165		6" GRIPPER RING . 14081		16"X12" FLG TAP SLV - 1407496		SO THE CEANING THE
	12"x12" MU TAP SLV- 1407466		8" GRIPPER RING - 14061		X FLG FAP SLV - 14074		4" HYMAX COUPLING: 140°
	X 16J TAP SLV- 14074		10" GRIPPER RING . 14061		X FLG FAP SLV - 14074		6" HYMAX COUPLING: 1405
			12" GRIPPER RING - 14061		X 12.0 170 GLV- 11014		8" HYMAX COUPLING: 1409
,,	4" FIELD LOK GSK - 1406186		16" GROPPER RING . 14051		4º MEGA LUG - 1412560		10"HYMAX COUPLING 1405
	6" FIELD LOK GSK - 1486187		18"GRIPPER RING . 14061:		6" MEGA LUG - 1412562		12"HYMAX COUPLING- 1405
	B" FIELD LOK GSK . 1406188		20" GRIPPER RING - 14061		8" MEGA LUG - 1412563		16"HYMAX COUPLING: 1495
	10"FIELD LOK GSK - 1406189		24"GRIPPER RING . 140619		10" MEGA LUG . 1412564		20"HYMAX COUPLING: 1405
	12"FIELD LOK GSK - 1496199		30"GRIPPER RING . 14061		12"MEGA LUG . 1412565		20 IT III A GOOP CING: 1400
	16"FIELD LOK GSK - 1406192		35" GRIPPER RING 140610		16"MEGA LUG . 1412569	-	FERRICO GLAYING X PV
	July 2017		1001	,,	20"MEGA LUG - 1412567		4"TERNOO CLAYXPVC 140
	4" FOSTER ADAPTOR - 1410890		SEWER PIPE		24"MEGA LUG - 1412568		6"FERRICO CLAYXPVC 140
	6" FOSTER ADAPTOR - 1410891		4° PVC SDR35 140416		30"MEGA LUG - 1412556		8" SERNGO CLAYXPVC 1407
_	8" FOSTER ADAPTOR - 1410392		6"PVG SDR35 140416				10"FERNOU CLAYXPVC 110
	10 " FOSTER ADAPTOR : 1410893		8"PVC SDR35 140416		36"MEGA LUG 1412557 42"MEGA LUG 1412558		12"FERNOO GLAYXPVC 140
—					4		TA TRANSPORTED TO
	12" FOSTER ADAPTOR - 1410394		10"PVC SDR35 140416				
	16 " FOSTER ADAPTOR - 1411018 20 " FOSTER ADAPTOR - 1411019		12"PVC SDR35 140416	'	***************************************		Material Verification Signature
	40 199108 AVAPTOR • HITUIS					<u> </u>	-
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	Section 1.	.,	00000	730			<u> </u>
	e Subjection.		90039	190	Fanck Orien ()	<u> </u>	
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Attachment 4 Attachment C from MAWC Customer Contact Log

SAP CONTACT NOTES: Michele Westmoreland 2417 Entity Ave.

Note

12/02/2013

12:31:12

JOHNSONR

In 718-809-6724 Michele Westmoreland called stated trucks outside her home and her water line is busted transferred to csc for assistance

Note

12/02/2013

12:50:39

TUCKERH1

Customer DOB was changed from to 00/00/0000

Damage type: Property Damage (Home, Vehicle, etc...)

Damage Description: Crews were out working on mainbreak in front of home and pipe was hit with backhoe causing a severe flow of water to rush through yard and driveway and cause severe flooding. This issue is still occurring. Been going on for about the last 45 minutes. Both back and front yard effected. Driveway coated in mud, grass has washed away. 1 Foot of water in backyard. Customer stating that moisture in basement and that foundation to home was impacted and water is seeping into basement from the foundation and the carpet is moist.

Damage Date & Time: 12/2/2013 @ 11:45pm

Customer Email:michele.westmoreland@citi.com

Customer Mailing Address: 2417 Entity Ave / St Louis MO 63114-1837

Customer: 1100968633

Michelle calling in regards to crew outside home, customer stating that entire driveway and home was flooded. Customer stating that the mainbreak crew said they were working and hit a pipe per digging. Customer stated that all of a sudden a big rush of water started overtaking her yard, seeping into the foundation and flooding the basement. This is a current ongoing issue, customer stating that the flow has slowed, although still occurring. Mud coating driveway, river in backyard. Water almost to window sills. Going on for the last 45 minutes. Issued a detailed notification for restoration and loss control per Supervisor Jessica Kreider. Advised customer would be contacted within three business days.

Note

12/02/2013

14:35:18

GUNTERS1

No water, alert information, sent email, want to speak with local

Note

12/02/2013

15:56:45

VANDYKLL

Forwarded e-mail to the maintenance dept.

Note

12/03/2013

10:24:19

JOHNSOJ4

Michele Westmoreland called in to see when will a tech come out to her home customer say yard was destroyed and property was damaged to am water performing work... issued restoraion, request,, While am water was working to fix main break at customer home her yard was damaged and Home. Customer say flooding from main cause he basement, yard front and back to flood, customer driveway was cracked from the digging of back hoe. Customer lawn was dug up and destroyed, and has now caused big mounds of mud that is wet and soggy. Customer need to have mud, removed, yard reveled by adding the dirt back, grass put back and driveway fixed... issied order

*******CAD DATA*****

Business Partner: 1100968633

Account Number: 210012607874

Caller Telephone No.: +13147162908

Call Center Telephone No.: +4372

Loss/Restoration service notification generated through scripting: Notification 300867948

Business Partner: 1100968633

Notes: While am water was working to fix main break at customer home her yard was damaged and Home. Customer say flooding from main cause he basement, yard front and back to flood, customer driveway was cracked from the digging of back hoe. Customer lawn was dug up and destroyed, and has now caused big mounds of mud that is wet and soggy. Customer need to have mud, removed, yard releveled by adding the dirt back, grass put back and driveway fixed

Phone no: 314-716-2908

Contact Person: Michele Westmoreland

Damage Description: While am water was working to fix main break at customer home her yard was damaged and Home. Customer say flooding from main cause he basement, yard front and back to flood, customer driveway was cracked from the digging of back hoe. Customer lawn was dug up and destroyed, and has now caused big mounds of mud that is wet and soggy. Customer need to have mud, removed, yard releveled by adding the dirt back, grass put back and driveway fixed

Damage Date & Time: 12/2/13

Customer Email:michele.westmoreland@citi.com

Customer Mailing Address: 2417 Entity Ave / St Louis MO 63114-1837

Customer: 1100968633

Note

04/28/2014

17:38:42

MCNEILT1

Michele stated that over the winter there was a mainbreak in front of her home and caused damaged to the interior of the home as well as the exterior of the home. The interior damage was paid out for and we advised her to wait until spring to call back about the exterior damage. His driveway and landscaping was torn up and she needs it to be replaced. The original order from 12/03/2013 was notification 300867948.

Note

04/29/2014

09:45:03

VANDYKLL

Forwarded e-mail to the restoration department - Bethany Jenkins

Note

05/12/2014

16:35:18

BRANCHJ1

Damage Description: Michele stated that over the winter there was a mainbreak in front of her home and caused damaged to the interior of the home as well as the exterior of the home. The interior damage was paid out for and we advised her to wait until spring to call back about the exterior damage. His driveway and landscaping was torn up and she needs it to be replaced. The original order from 12/03/2013 was notification 300867948.

Damage Date & Time: 12/03/2013

Customer Email:michele.westmoreland@citi.com

Customer Mailing Address: 2417 Entity Ave / St Louis MO 63114-1837

Customer: 1100968633

Note

05/16/2014

17:40:13

CARTERK3

Michele has called two other times to follow up on restoration request #300867948 entered in 12/2013. She was already advised repairs would be made in the spring. Yet she has not gotten a response back in regards to the notification at all other than it will repaired in the spring. She states she would like to be contacted so she is aware of a certain date or time frame when the exterior of her home will be fixed. Please escalate this issue with restoration and request that she is provided with some sort of expectation when her property will be repaired. Sent escalation email to SUP Heather German

Note

05/19/2014

12:36:57

VANDYKLL

Forwarded e-mail to the restoration dept.

Note

05/19/2014

13:11:46

MCMULLM1

Michele called in to follow up on the account

Note

05/20/2014

08:58:11

BETHEAKC

Customer following up on restoration; verified sup email sent on 5/19/14 advised she should hear from someone today;

Customer DOB was changed from to 00/00/0000

Note

05/22/2014

09:31:41

BRANCHRM

Caller: Michele Westmoreland

Phone: 636-261-1942

Request: Customer has contacted company SEVEN times in regards to restoration issue. NO ONE has contacted her as to when property will be restored. Customer wants a call today from Restoration Supervisor.

Sent URGENT EMAIL

Note

05/23/2014

17:09:37

WILSONS2

Customer DOB was changed from to 00/00/0000

Michelle Westmoreland

718-809-6724

Customer has called many times on this request. All she wants is someone to call her back and advice on her restoration order. The customer states she expected a follow up before now. The notification number is 300867948. The original order states that while am water was working to fix main break at customer home her yard was damaged and Home. Customer say flooding from main cause he basement, yard front and back to flood, customer driveway was cracked from the digging of back hoe. Customer lawn was dug up and destroyed, and has now caused big mounds of mud that is wet and soggy. Customer need to have mud, removed, yard re-leveled by adding the dirt back, grass put back and driveway fixed. It was originally placed 12/03/2013.

Note

05/27/2014

10:21:15

VANDYKLL

Forwarded csc e-mail to the restoration department - Bethany Jenkins

Note

05/28/2014

10:15:23

MALDONL1

Michelle called to follow up on her bpem. Submitted a restoration SUP email. There was already a pending notification

Note

05/29/2014

16:26:15

MOOREJ6

Michele called to

Note

06/06/2014

15:24:43

HAMELE

5/28/2014 talked with Mrs. Westmoreland

Note

06/06/2014

16:02:31

HAMELE

6/3/2014 spoke with Mrs. Westmoreland...went to site to take pics...

Note

06/10/2014

11:42:56

LLOYDBM

Michelle called for case with amwater. Customer has not been responded too, issue getting worse. Customer has damage to pool, inside home, really concerned about basement damage due to flooding. Damage is getting worse. Home will not be habitable, there will be mold growing. Customer stated driveway already dealt with. This was all caused by main break, there is still water leaking into home since main broke in December. Customer is concerned about foundation of home, needs repaired. Customer stated since the main break she has issues with flooding in basement. Sent another bpem and another sup email marked urgent customer has called 10 plus times/.

Customer DOB was changed from to 00/00/0000

Damage type: Property Damage {Home, Vehicle, etc...}

Damage Description: Customer called back about ongoing issue from main break that happened in December. Customer stated she has issues with the foundation of her home; her basement has been flooding any time it rains since the main break. Customer stated soon her home may not be livable and she will contact a lawyer. Customer concerned about mold in her basement. Customer is upset this issue has not been responded too. The damage is continuing and getting worse anytime it rains due to the main break in 12/2013. Customer stated pool was damaged as well and she would like all repairs to be made as soon as possible.

Damage Date & Time: 12/2013

Customer Email:michele.westmoreland@citi.com

Customer Mailing Address: 2417 Entity Ave / St Louis MO 63114-1837

Customer: 1100968633

Note

07/29/2014

12:10:22

DOIREM1

Called for loss control follow up and sent sup box email for request to follow up

Note

09/02/2014

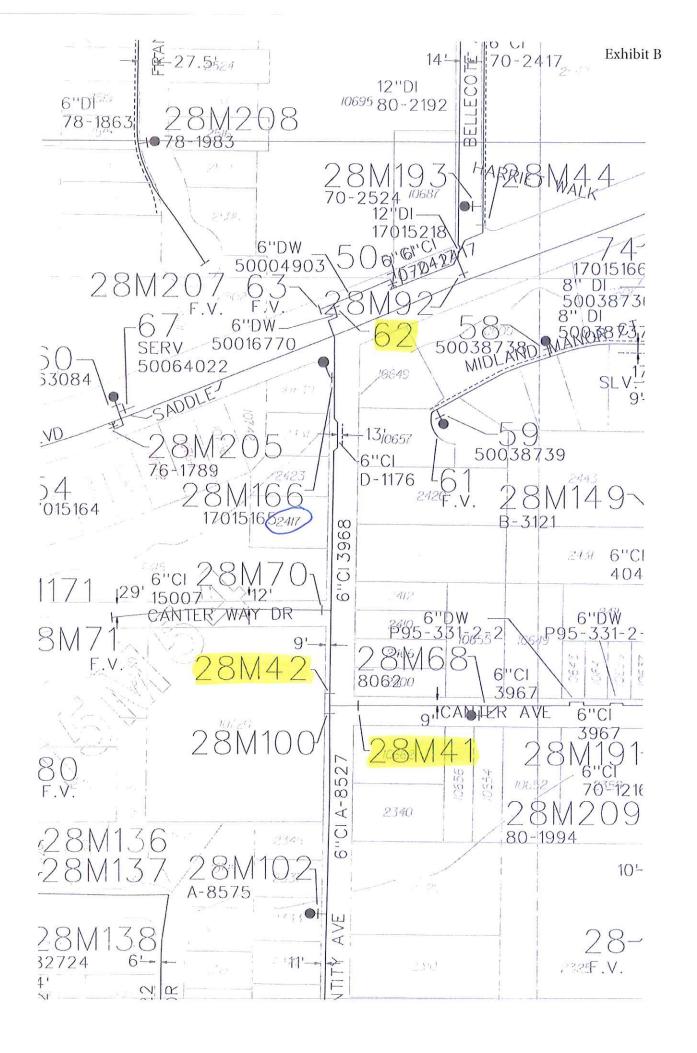
12:54:02

COPELAK1

Michele called about a main break from Dec 2010. She is wanting a record of the water main break and to know if restoration work was done by AW on her premise 350042662. Please call her at 718-809-6724 with the requested information

Customer DOB was changed from to 00/00/0000

Attachment 5 Attachment B from MAWC Map showing Pipes and Valves



Attachment 6 Copy of MAWC Tariff Sheet 11 Rule 3 (E)

FORM NO. 13 PSC MO No. 13 Original Sheet No. R 11

Missouri-American Water Company Name of Issuing Corporation For

Missouri Service Area Community, Town or City

Rules And Regulations Governing The Rendering of Water Service

Rule 3 LIABILITY OF THE COMPANY

- A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.
- B. If for any reason beyond the control of the Company it becomes necessary to shut off water in the mains, the Company will not be responsible for any damages occasioned by such shut off. The Company will not be responsible for damages caused by turbid water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants, or any other cause when the same is due to no lack of reasonable care on the part of the Company.
- C. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- D. The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.
- E. The Company shall not be liable for damages resulting to Customer or to third persons, unless due to contributory negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- F. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules.
- G. The Company shall use reasonable diligence in providing a regular and uninterrupted supply of water, but in case the supply of water is interrupted by reason of-strike, riot, invasion, storm, fire, accident, breakdown, legal process, state or municipal interference or any cause beyond its control, the Company shall not be liable for damage to the Customer for interruption in service due to any of the aforesaid causes.

+ Indicates change

DATE OF ISSUE: August 26, 2011 DATE EFFECTIVE: October 15, 2011

ISSUED BY: Frank Kartmann President 727 Craig Road, St. Louis, MO 63141

name of officer title address

^{*} Indicates new rate or text

Attachment 7 Proposal from Atlas Foundation Systems

2451 N. LARK INDUSTRIAL PARK FENTON, MO 63026 (636) 677-7400 FAX (636) 677-2999



PROPOSAL

08261405

August 26, 2014

Michelle Westmoreland 2417 Entity Ave St. Louis, MO 63114

Atlas proposes to furnish all labor and materials necessary to do the following:

- [1] Install an interior drain pipe system measuring approximately 40 total lineal feet on the front foundation wall. The consolidated contents of the basement will be covered with dropcloths, a protected pathway will be established and the area will be ventilated. A section of the basement floor adjacent to the foundation walls will be double-cut with electric breakers for a spall-free edge. We will excavate a trench beside the inset of the footing to the depth of the bottom of the footing. The trench will be graded for minimal "fall" to the proposed sump location. A perforated 3" diameter drain pipe will be enveloped in a washed, C/river gravel field beside the inset of the footing and connected to the proposed sump liner. Hollow kick molding will be mounted atop the footing to channel extraneous wall-source leakage to the drain system below. The floor will then be patched with concrete materials, bonded to the floor edge with concrete adhesive and steel troweled three times with fine topping mix for a smooth finish. All affected areas will be cleaned up. The water has seen to found a pathway since the water main break and the homeowner gets water every rain now.
- [2] Install an automatic submersible 1/3 h.p. sump pump with a union joint and spring-gate check valve assembly in a sump liner with heavy duty lid right front corner. The perforated drain pipe will be connected to the sump liner. The 1½" diameter Schedule 40 PVC discharge line will extend up the foundation from the check valve and pass through the foundation slightly below ground level. The sump discharge will then be routed out in the front yard 15 feet. Atlas will provide a dedicated grounded receptacle for the sump pump adjacent to the sump location on a dedicated circuit from the main electrical panel.
- [3] Epoxy inject two foundation cracks totaling approximately 14 lineal feet on the front foundation wall. The interior faces of the cracks will be thoroughly cleaned and prepared. Injection ports will be mounted over the faces of the cracks on intermittent spans for injection resin access and epoxy surface seal will be applied over the interior and exposed exterior faces of the cracks and around the port bases for injection resin containment. We will then thoroughly fill the full length and thickness of the foundation fractures with high-modulus epoxy resin under pressure to chemically weld the cracks serviced. The cracks were existing but not active. With the large amounts of water running against the front foundation wall and the soil load the foundation wall experienced extreme amounts of pressure causing slightly inward movement causing the cracks to leak.

2451 N. LARK INDUSTRIAL PARK FENTON, MO 63026 (636) 677-7400 FAX (636) 677-2999



PROPOSAL

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This repair is because the water washed out under the front porch causing it to settle and creating voids.

[4] Mudjack the front porch measuring approximately 250 square feet. We will drill a series of 2" diameter holes through the concrete front porch slab at intermittent placements. We will then pump a slurry mixture of portland cement and limestone screenings through the slab ports under pressure to fill the voids beneath and hydraulically lift the front porch where necessary towards its proper elevation. The slab ports will be patched with cement and the area will be cleaned up.

WARRANTY:

The interior drain pipe system carries a transferable, twenty-year warranty on materials and workmanship to prevent leakage at the juncture of the foundation and basement floor as well as through any existing floor cracks or seams adjacent to where serviced. Atlas carries proper contractor's liability and workers' compensation coverage for your protection. The sump pump carries a five-year manufacturer's warranty. The epoxy injection carries a transferable, twenty-year warranty on materials and workmanship to prevent re-breaching of or leakage through the foundation cracks serviced. All work shall be performed in a standard, workman-like manner, consistent with industry practices and safety precautions.

WE PROPOSE to furnish labor and materials -- complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

Three Thousand Nine Hundred Eighty Five Dollars and No Cents dollars (\$3,985.00)

Payment to be made as follows: \$1,228.00 at job acceptance and balance of \$2,757.00 due upon completion of the job and provision of the applicable lien waiver.

ACCEPTED. The above prices, specifications and conditions are	Respectfully submitted,
satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Respectfully submitted, ATLAS FOUNDATION SOLUTIONS ELC
Read reverse side).	
Date of Acceptance	Ву
Зу	Michael Willard, President
Owner / Agent	,
By	Note: This proposal may be withdrawn by us if not accepted within 30 days.