Ty N. and Karen L. Pendergast 2246 East Morgan Avenue Milwaukee, WI 53207 414-744-0503 Or 414-517-4210

CONTROL CARREE

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200 Hill Lab. AUT

CITY CLEHK

December 7, 2003

The City of Milwaukee, Sewage & Sanitation Department

Dear Sir or Ms.:

There had been some excavation work done around the year 2000 by the City of Milwaukee directly in front of our house. We have had problems ever since. We have had back ups on our sinks and toilets, which include bubbling up. On July 26, 2001 we had Flat-Rate Plumbing come to open our lateral going to the main line. They took a camera through the line and found a breakage in the lateral line right next to the main line at 40'. At this time it occurred to us that the digging beforehand may have caused this, Flat Rate did have someone from the City of Milwaukee look at the video, and he acknowledged the situation. As time went on we have had more and more problems, which in the mean while we had bubbling up in the sinks and toilets. We tried Roto Rooting but the problem was it would just bubble up through the sinks and toilets. We had Plumbing doctors come out for free to try and roto root the problem and this helped for a while until we finally started having major back ups through the drain in our basement of raw human sewage. Not to mention it was a mess I had never seen before in a home. We were constantly picking this up and placing it into plastic bags, use of any cleaning materials possible was used for the unbearable odor and we were forced to go to a motel for three days because of it. We then had Plumbing Doctors come out and look at this situation again and the plumber had tried to clean it another time. He had taken a camera through the line and plumber and myself, Ty N. Pendergast, had seen that the problem was worse because more toilet paper had hung on to the breakage, and the breakage looked worse. The Plumber tried to clean it, it worked for two weeks and then we had the real problem again, we had sewage back-up. We had to rent a motel for 2 days, again, clean it up night and day w bleach, chlorine etc. There is no price for that. It was just outright gross. The City of Milwaukee came out and sought to see if there was fault but never looked at the lines because they never dug far enough to see the breakage which was only 2' away from where they finished. They said that from what they dug in the past did not affect us and that we would have to hire our own private plumber to fix the problem. After 20 years of being in construction I felt they were wrong because they were digging in a different direction the first time may were used excavating 100 jobs in my time that it does not take much pressure to break any tile. were digging in a different direction the first time they were there and I know from

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OFFICE OF

Finally, I had Plumbing Doctors come and totally fix the problem, which they did. After Plumbing Doctors dug up the area where the problem was they had found problems on the main line. They had an inspector come out and look at the situation, his name is Bill Jaworski. We have a video tape, pictures, bills from the plumbing jobs and permit reports. Costs:

Flat Rate Plumbing

Cost: \$494.99

Plumbing doctors

Cost: \$6400.00

Public Way Excavation Permit

Cost: \$123.00

Public Way Special Permit

Cost: \$191.00

Total cost:

\$ 7,208.99

Thank you for taking interest in our problem and I hope that this situation can be cleared up in a swift manner, once again thank you. Sincerely yours,

Ty N. Pendergast

Karen L. Pendergast

Homeowner Karen L. Pendurahate: 12-6-03

SERVICE WARRANTY All drain openings are warranteed for 30 days with the following exceptions:  1. Service warranty is void where our service technician has determined that drainage piping is in poor condition (irregularity, breaks, excessively neavy root infiltration, etc.) - OR  2. Where negligent use is apparent (foreign objects in drains, etc.).  NOTE: Some sewers/drains may be eiglible for our extended warranty.  EXTENDED WARRANTY OFFERED YES NO SEWER / DRAINS ACCEPTED YES NO SEWER / DRAINS	WORK AUTHORIZATION: Authorization to proceed with above diagnosis / solution - I the undersigned, am owner / authorized representative / tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform Diagnosis / Solution, and to use such labor and materials as you deem advisable. If your check bounces, you could be liable for 3-times the amount of the check or \$100.00, whichever is more, plus the face value of the check and court costs. I have read and agree to all the terms and conditions set forth on the face and reverse side hereof. I hereby authorize you to proceed with the above work. Being now forewarred that aged and deteriorated plumbing fixtures, piping, and appurtenances may no longer be serviceable. I agree to hold Flat Rate Plumbing, Inc. blameless for any damage or destruction to same as a result of conventional repair collection agency or attorney for collection or legal action, to pay an additional charge equal to the cost of collection including collection agency and attorney fees and court costs incurred.  Signature X.  Signature X.	Under Floor Conductor Please Pay From 1	Basin	Sewer Laundry & TASK # Catch Basin Urinal R Grease Trap Disposal	Clean Out. Slamted Vertical Stack  Deck Conductor Floor Drain Trap	Work Order / Invoice S- 1149 /  JOB DESCRIPTION  Stoppage At:  Total Cable Run:  Final Cutter Used: Single Double Small Blade  Roots: Large  Heavy  Other Describe:
ed  Card #	solution - I the undersigned, am owner / authorized representative / tenant authorize you to perform Diagnosis / Solution, and to use such labor and e for 3-times the amount of the check or \$100.00, whichever is more, plus arms and conditions set forth on the face and reverse side hereof. I hereby jed and deteriorated plumbing fixtures, piping, and appurtenances may no or any damage or destruction to same as a result of conventional repair ayment of any amount due, and if this account is placed in the hands of a nal charge equal to the cost of collection including collection agency and	This Invoice - No Statement Rendered		We begin the Work.  PREMIUM RATE  TO CLEATE MOTHER PROME PROME PROME PROME  PREMIUM RATE	You!	MATE Work Ord  WICE B NAME  COOLING L ADDRESS Renosha County 552-7200 V BERLIN, WI SISI V NAME
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# PLUMBING DOCTOR INC.

## **SEWER & DRAIN**

P.O. Box 544 Greendale, WI 53129

(414)482-9311 Milwaukee • (262) 549-0818 Waukesha (262) 632-1332 Racine/Kenosha • Fax: (414)482-9570

All drains cleaned . Sewer Camera inspection

All plumbing repairs • 24 hour emergency service Quality Service with Professionals You Can Trust MP # 222325

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Inspections	2755

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WORK AUTHORIZATION: Authorization to proceed without complications due to unforeseen problems with the above diagnosis/solution - I the departing and content a representative/tenant of the premises at which the work mentioned above is to be do: form diagnosis/solution, and to use such labor and materials as you deem advisable. If your check bounces, 🎉 sauld be liable to 3-times, the amount of the check or \$100.00, whichever is more, plus the face value of the check and court costs. I have relief a lid agree to all the terms and conditions set form on the face and reverse side here-of, I hereby authorize you to proceed with the above work. Berzig now forewarned that aged and deteriorated plumbing fixtures, piping, and appurtenance ho longer be serviceable, I agree to hold The Pt limbing Doctor, Inc. blameless for any damage or destruction to same as result of conventional repair efforts. The undersigned hereby agree that, 🛊 this event of default in payment or any amount due, and if this account is placed in the hands of a collection agency or attorney for collection by higal action, to pay any additional charge equal to the cost of collection including agency and attorney fees and court costs included. PRIME CONTRACTOR INITIAL NOTICE OF LIEN RIGHTS: Wis, Stat. #779.02(2) (1997) You are hereby notified that persons or companies furnishing fallor or materials for the construction en your property may have lien rights on your land and buildings if they are not paid. Those entitle ‡ to lien rights, in addition to the undersigned contractor, are those who contract directly with you or those who give you identification notice will finit ixty (60) days after they first turnish labor or materials for the construction. You probably will receive notices from those who furnish labor or haterials for the construction, and you should give a copy of each notice you receive to your mortgage lender, if any. Builder agrees to cooperat ⊪, you and your lender, if any, to see that all potential ken claimants are culy paid.

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Ail meterials supplied by The Plumbing Doctor are covered by the manufacturers written

Workmanship Warranteed for 30 days Unless Otherwise Marked

# 30 Days # 1 Vear

🌣 2 Year ★ NO WARRANTY

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Acceptance of Work Performent. I find the services and it sterials rendered and installed in connection with the above work mentioned is complete time satisfactory manner. I agree that the amount set forth on this contract in the spe at labeled TOTAL to be the acknoyledge that I have in Stive 3 a legible copy of this

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Total job	6400
Deposit	5000

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★ 1 Year

★ NO WARRANTY

☆ 2 Year

Signed

#### Work Order/Invoice

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All drains cleaned • Sewer C		0 B	ADDRESS				······································
All plumbing repairs • 24 hour	ŕ	S	CITY, STATE, ZIP CODE			····	***************************************
Quality Service with Profession	onals You Can Trust	TE	HOME PHONE	1 1	WORK PHO	NE	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
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# **Public Way Excavation Permit**

Call (414) 286-3435 for inspection 48 hours before work starts.

Milwaukee Development Center 809 N. Broadway Milwaukee, WI 53202 (414) 286-8211 fax:(414) 286-9251

Type of permit

Permittee

Date Issued 09/02/2043

Permit No. 200319-0008

THE PLUMBING DOCTOR P.O. BOX 544 GREENDALE WI, 53129-(414)525-9311

Effective Date 09/02/20:13

Permit expires in days

Contract #

Work order #

200319-0008/2246 E MORGAN AV/MISC SEP 02 2003/9:39 AM 02-0093130/P

Work location 2246 E MORGAN AV

Description of work/comments Repair sanitary & storm laterals

> 200319-0008/2246 E MORGAN AU/MISC SEP 02 2003/9:39 AM 02-0093130/P

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		10	Date started		Permit fee	77.00	1
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	<u>nount</u>	<u> .00                                   </u>	Inspector		Total due	123.00	ĺ
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issued by

This permit is granted on condition that the Permittee will obey all sections of Chapter 115 of the Milwaukee Civile of Ordinances and all specifications, rules and regulations of the Department of Public Works partialning to this permit. The acceptance of this permit constitutes an ack permit and acceptance of the conditions and

Barricading and signing: Barricades and signs shall comply with City of Milwauxee Dept. of Public Works manual Barrica for Construction & Maintenance Work\* and Part VI of the State of Wisconsin "Manual on Uniform Traffic Control Devices." regulations noted below.

Occupying straet: Materials must be kept at least 2 feet away from any tree, alarm box, manhole and carch basin. Naterials must be kept at least 10 feet from fire hydrants. 15 feet from crosswarks, and in accordance with other restrictions of the Code of Ordinances.

Distinguished are an accordance minimum to the conformation of the

Brocking roadway: Unless the permit specifically allows, you may not block the entire roadway.

Revocation of permit: The Commissioner of Public Works reserves the right to revoke this permit at any time if, in the permit at any time if, in the permit is in the pest interest of the City of Milwaukee Guarantee: You must reimburse the City of Milwaukee for all damages to any city property resulting from your work. Thus sust hold the City of Milwaukee harmless in case of any accident or any damages arising through the issuance of this permit, regardless of whether such damage or accident. Indian by you, your agents, employees, or sub-contractors. In addition to the atoresaid provisions, said bond shall guarantee all work for 3 years from the date of completion thereof

Lawn restoration: Where excavations in the sidewalk area or median destroy, distart or damage the established as the permittee or contractor shall restore the area with top grade nursery sod approved by the Commissioner of Public Works laid over 3 inches of screened top soil spread evenly over the initire area.

New pavement: Permit will be issued to excavate any street pavement or resurfaced street less than 3 years old only appoin showing that an emergency exists.

Emergency services: Any person who falls to keep the location for which this permit is issued in a safe condition at a light the billed for any emergency work performed by city

forces in order to make the location safe. norces of size in whate the tocation save.

Damage during excavation: Use care during excavation to avoid damage to existing structures or facilities. If any ulipers point structure or facility is damaged, notify the owner of the structure or facility immediately, and report the damage to the owner in writing within 24 hours. If the owner is the City in the damage to the Commissioner, Dept. of

Public Works, (414) 286-3300. Costructions: Unless you have permission to remove or relocate underground structures or facilities, you must work jit it is sanner that minimizes disturbance of underground structures or facilities, you must work jit it is sanner that minimizes disturbance of underground structures or facilities. Protect and support such facilities in accordance with the ourrent specifications on file in the office of the servir scioner and all applicable laws.

Backfilling: All sand or gravel used to backfill excavations must meet current City specifications.

Fixehing: All hackfill in excavations must be thoroughly flushed, unless controlled compacted or concrete aggregat lighter backfill is used.

Temporary surracing: The top 3" of excavations in any public way shall be a bituminous material. Place the citumin as insterial flush with the surrounding surface within 72 hours after backfilling has been completed.

backing has been completed.

Excavated material: Do not place accavated material on double seal, single seal, crushed sione, graded aggregate. Figure elipsvements.

Restoration of street: Perform the work promptly and professionally. Remove all refuse and excess did and material from the surface of the public way as the work progresses or immediately upon its completion. Restoration must be done in accordance with current specifications.

Guarantee (noadway accavation). THE PERMITTEE MUST GUARANTEE THE MAINTENANCE OF THE TEMPORY BY SURFACING ON ALL EXCAVATIONS BETWEEN EXISTING OR PROPOSED CURB LINES FOR 6 MONTHS, EXCEPT THAT ANY PERMITTEE ALLOWED TO MAKE REPLANENT RESTORATION TO AN EXCAVATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE FOR A PERIOD OF 3 YEARS AFTER PERMANENT RESTOR (FIG. 15 COMPLETED).

GUARANTEE (BACK OF CURB EXCAVABION): THE PERMITTEE SHALL GUARANTEE THE FILLED EXCAVATION BETWEEN EXISTING OR PROPOSED CURB LINE AND LOT LINE AGAINST SETTLEMENT FOR 3 YEARS

Except for emergency excavations, excavation permit is void if permittee does not contact. Diggers Hotline (259-1181) at least three working days prior to digging. Notify fire department dispatcher any time road is closed: 236-8999 Diggers Hotline (259-1181) at least three working days prior to Notify fire department dispatcher any time road is closed: 256-Call traffic operations (286-3632) for "temporary no parking" s

## Public Way Special Permit

Call (414) 286-3435 for inspection 48 hours before work starts.

Milwaukee Development Center 809 N. Broadway Milwaukee, Wi 53202 (414) 286-8211 fax:(414) 286-0251

Type of permit

Permittee

(414)525-9311

Date Issued 09/02/2013

Permit No. 200319-0009

ST

THE PLUMBING DOCTOR P.O. BOX 544 GREENDALE WI, 53129-

Effective Date 09/02/20:13

Permit expires in days

Work location 2246 E MORGAN AV Contract #

Work order #

Description of work/comments Restoration of road cut See ex permit #200319-0008

200319-0009/2246 E ORGAN SV/MISC SEP 02 2003/9:39 AM 02-0093130/P

200319-0009/2246 E MORGAN AV/MISC SEP 02 2003/9:39 AM 02-0093130/P

Deposit no.	Date started	Permit fee	129.00
Amount	Date closed	inspection fee	62.00
Division	Inspector	Total due	191.00

Issued by

This permit is granted on condition that the Permittee will obey all sections of Chapter 115 of the Milwaukae C lide of Ordinances and all specifications, rules and regulations of the Department of Public Works pertaining to this permit. The acceptance of this permit constitutes an ack low-edgement and acceptance of the conditions and regulations noted below.

Barricading and signing: Barricades and signs shall comply with City of Milwaukee Dept. of Public Works manual: Fram: Control for Construction & Maintenance Work: and Part VI of ina State of Wisconsin "Manual on Uniform Traffic Control Devices."

Occupying street: Materials must be kept at least 2 feet away from any tree, alarm box, menhole and catch basin. I laterials and equipment must be kept at least 10 feet from fire ydrants, 15 feet from crosswalks, and in accordance with other restrictions of the Code of Ordinances.

Drainage and erosion control: Gutters and drainage oriches shall be kept open at all times and shall be restored to their prignal condition. Perform all work necessary to conform to Ch. 290, Erosion Control. Milwaukee Code of Ordinances

Blocking roadway: Unless the permit specifically allows, you may not block the entire roadway.

Revocation of parmit: The Commissioner of Public Works reserves the right to revoke this parmit at any time if, in his or her judgment, it is in the best interest of the City of Milwaukee. Revocation of parmit: The Commissioner of Public Works reserves the right to revoke this permit at any time if, in high or high or high pudgment, it is in the best interest of the City of Milwaukee. Guarantae: You must reimburse the City of Milwaukee for all damages to any oity property resulting from your work. You in ust hold the City of Milwaukee harmless in case of any accident or any damages arising through the issuance of this permit, regardless of whether such damage or accident it actions to the aforesaid provisions, said bond shall guarantee all work for 3 years from the date of completion thereof.

Stidewalk, curb and curb and guiter are to be constructed according to current specifications of infrastructure in infrastructure according to these specifications.

Changing grade: No person shall alter the grade of any public way or public place unless authorized or directed to lies. Sci. Correction of improper construction: Whenever an initialisation is constructed in violation of this permit, the Commission of ordered, the Commission shall cause the necessary work to be done and charge to i per tittlee for the work.

Hollow stidewalke: Construction or alteration of hollow stidewalks must be in accordance with plans approved by Infrastric cure. Services division and with current specifications on file to the

Hollow sidewalks: Construction or alteration of hollow sidewalks must be in accordance with plans approved by Infrastructure Services division and with current specifications on file in the office of the Commissioner

Cawrit restoration: Where excavations in the sidewalk area or median destroy, disturb or damage the established far in the permittee or contractor shall restore the area with top grade nursery sod approved by the Commissioner of Public Works laid over 3 inches of screened top soil spread evenly over the infinite area.

Except for emergency excavations, excavation permit is void in Diggers Hotline (259-1181) at least three working days prior to Notify fire department dispatcher any time road is closed: 286-Call traffic operations (286-3632) for "temporary no parking" is

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