

In early July, I received notification that the City of Saint Paul, Minnesota (CITY) would be replacing the lead water service piping that serves my home. The replacement was up to my property line and was completed from late July to early August. (i.e. markings, digging, sidewalk demolition, pipe replacement, sidewalk replacement, grass seeding)

Before work began, the CITY provided me the option of voluntarily replacing the lead service pipe from the meter in my house to the property line so that the replacement pipe could connect with the CITY's replacement copper pipe. Because of the significant financial concerns (affordability), COVID and my inability to schedule a plumber in time for the CITY's work, my wife and I made a conscious decision not to replace my service line. We simply couldn't afford the project without taking out a loan.

After the CITY completed the replacement of the lead service line, its employees gave my wife some instructions for running the water as well as some filtered containers for drinking water. At no time during the process (from notification of intent to replace pipe to completion of sidewalk replacement and grass seeding) were we told that pipe breakage, flooding or water damage might occur as a result of the CITY's replacement program. I unfortunately experienced all three. At a bare minimum, I believe the CITY had a "duty to warn" me of these potential outcomes. Again, no warning of caution, or even the mere mention of the possibility of harm was conveyed to me or my wife. The CITY broke my pipe – plain and simple.

On or about August 1, 2020 I noticed soggy leaves in my window well. Thinking it was caused by rain I didn't think anything of it. A week later around August 8, 2020, my window well (in close proximity to the water line) had turned into an aquarium. I had almost 12 inches of standing water in my window well. I immediately went to Menards. I bought a transfer pump and hosing. The pump took out the water, but the window well would fill again in about an hour. For two days I monitored and pumped the window well. Before leaving on a golf trip on August 9, 2020 I dug a hole in the window well and installed a sump pump attached to PVC piping and hoses. My wife monitored the sump pump and said it turned on every three minutes, constantly. When I returned home on August 11, 2020 I called the Saint Paul Regional Water Services (SPRWS). There was no answer as they were closed for the day. Upon waking on Wednesday August 12, 2020, I called SPRWS and was eventually connected to Richelle Nicosia. I explained my situation in a manner almost identical to the description in this Attachment 1. The call with Ms. Nicosia accomplished three things. She sent someone out to my home to confirm the leak and she emailed me this "Notice of Claim Form." Within two hours of my phone call, two inspectors came to my house. One confirmed there was a leak somewhere on the line, and another found the specific location of the leak and said it was significant. Additionally, Ms. Nicosia directed me to where I could find a copy of the "Lead Water Service Replacement and Assessment Program," which contained a list of plumbing contractors. Throughout the day of Wednesday, August 12, 2020 I focused on two things: 1) keeping my basement dry by managing my makeshift sump pump set up and, 2) calling almost every contractor on the list that SPRWS provided. All but one of my calls to contractors resulted in "I'll pass" or "We're 4-6 months out." Just as I was about to call SPRWS to shut-off my water for this emergency, Triple E Water and Sewer, LLC returned my call. Eric Erickson, owner of Triple E, asked me to text him pictures. I did. He called back with a bid of \$8,200, citing the emergency need of doing the work. He said he would come to my house to examine the work site. Upon arrival he increased his estimate to \$9,200, making me feel price gouged. With no alternatives and my sump pump going off every two-four minutes, I had no choice but to agree to his terms. There were no alternatives!

SPRWS arrived at 7:00am on August 13, 2020 to shut-off the water. Triple E arrived to start work at 7:00am on August 13, 2020. They worked most of the day and completed their work in the afternoon. My water was restored and seems to be running well. Time will tell, however.

In summary, I am out of pocket almost \$10,000 because of the actions of SPRWS's work and the pipe it cracked. There is a direct "cause and effect" relationship between SPRWS's work and the cracked pipe, the water damage and the need to install a makeshift sump pump water extraction process AND TO HIRE A CONTRACTOR ON AN EMERGENCY BASIS.. SPRWS cracked my pipe either through its negligence or through the ordinary course of routine lead pipe replacement. In either case, I did nothing yet suffered the consequences. At a minimum, SPRWS had a duty to warn me of the possibility of my pipe cracking. Again, I received no such warning. If I had, I might've re-thought my decision not to replace my service line. Through no fault of my own, I incurred costs approximating \$10,000. I request the CITY reimburse me, not for the entirety of the costs I incurred, but only for the Triple E Service Contract amount of \$9,200.

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