WILLIAM PEDUTO MAYOR



KARINA RICKS DIRECTOR

# MEMORANDUM

To:	Director Chris Hornstein - Public Works
	Director Sarah Kinter - PLI
	Director Margaret Lanier - Finance
	Anthony Bilan - Law

From: Director Karina Ricks

CC: Jen Massacci

Date: February 19, 2021

Re: Street Dedication

Attached is a proposed Resolution for the dedication of parcel (3-N-239), Zuzu Circle, located in the Bailey Park Phase II Plan of Lots, in the 3<sup>rd</sup> Ward, 18<sup>th</sup> Council District, as shown on the attached plan. A copy of the request is also attached.

Bailey Park Partners LP, owners of Lot and Block 3-N-239, submitted a request to dedicate Zuzu Circle to the City of Pittsburgh, for public highway and utility purposes.

Kindly let us know if you have objection to this request.

KR/JM

Attachments

WILLIAM PEDUTO MAYOR



KARINA RICKS DIRECTOR

February, 2021

President and Members City Council City of Pittsburgh

# **RE: ZUZU CIRCLE STREET DEDICATION**

Dear President and Members of City Council:

Attached is a proposed Resolution for the dedication of parcel (3-N-239), Zuzu Circle in the 3<sup>rd</sup> Ward, 18<sup>th</sup> Council District, as shown on the attached plan. A copy of the request is also attached.

Bailey Park Partners LP, owners of Lot and Block 3-N-239, submitted a request to dedicate Zuzu Circle to the City of Pittsburgh, for public highway and utility purposes.

Your favorable approval of this proposed Resolution is hereby recommended.

Sincerely,

Karina Ricks Director

KR:JM Attachments

## APPLICATION FOR RIGHT OF WAY DEDICATION

#### City of Pittsburgh Department of Mobility and Infrastructure Page 1 of 2

Project Site Address	639, 647 Science St & 221, 225, 231, 237 Zuzu Circle
Applicant Name or Representative	Robert L. Smith
Address	22 South Linden Street, Duquesne, PA 15110
Phone	(412) 469-9331
Email	bsmith@kuresources.com
Date Filed	8/6/2020

Property Owner Name:	(See attachment)
Property Owner	
Address	
Phone	
Email	
Survey Name and Contact	James R. Deglau
Planning/Zoning Case Number (if applicable)	

Address or L	ocation of	Proposed Dedication	(See attachment)
Ward No.	18	Council District	Zip Code 15210
Lot and Bloc	k (See atta	achment)	Name of Plan of Lots
Plan Book V	olume	Page No.	
Is the propos	sed dedicat	tion developed?	<u>Y</u> N
Is the propos	sed dedicat	tion paved?	<u>Y</u> N
Width of pro	posed dedi	cation (prior to dedication)	Varies from 17.93' to 20.60'
		dication (prior to dedication)	289.59'
Number of s	quare feet/	Number of linear miles requested	

## RIGHT OF WAY DEDICATION PACKAGE CHECKLIST \* Letter of request with description of proposal and justification addressed to: Karina Ricks, Director of the Department of Mobility & Infrastructure

to: Karina Ricks, Director of the Department of Mobility & Infrastructure 414 Grant Street, 215 B, Pittsburgh, PA 15219 Site survey w/ property lines, parcel numbers, proposed dedication extents, and owners Signed petition expressing support for the dedication from property owners directly **adjacent** to the proposed ROW including name, contact information, parcel numbers, mailing address, telephone number, and email address. Note: letters of support from affected property owners such as those who may have impact to site access may also be requested. Legal Description signed and stamped by Licensed Surveyor Copy of all related recorded documents (Easements, Maps, Irrevocable Offer of Dedication, etc.) Dimensioned Site Plan which shows the use of the proposed dedication for private development (if applicable). Provide full size plot **and** 8.5x11 or 11x17. Survey of all known utilities and letters from affected utilities stating that there is no



www.kuresources.com

October 29, 2020

Ms. Karina Ricks, Director City-County Building 414 Grant Street, Room 301 Pittsburgh, PA 15219

Subject: Dedication of Zuzu Circle Allentown Neighborhood City of Pittsburgh, 18<sup>th</sup> Ward

Dear Ms. Ricks:

The purpose of this letter is to present Zuzu Circle to the City for public dedication. Zuzu Circle is located in the Bailey Park – Phase 2 development in the Allentown Neighborhood in the 18<sup>th</sup> Ward.

The details of Zuzu Circle are presented in an approved Land Development Plan, dated December 2014. Approved as-built drawings for PWSA infrastructure are also available for review. Both sets of these approved as-built drawings have been included with the Application for Right-of-Way Dedication submission.

Zuzu Circle provides access and utilities to homes on the addresses and lots as summarized on the attached list of Property Owners.

Should you require additional information, please do not hesitate to contact me at <u>bsmith@kuresources.com</u> or 412-469-9331. Thank you for your time.

Respectfully submitted,

IA / a

Robert L. Smith, P.E., Project Manager

RLS:cak

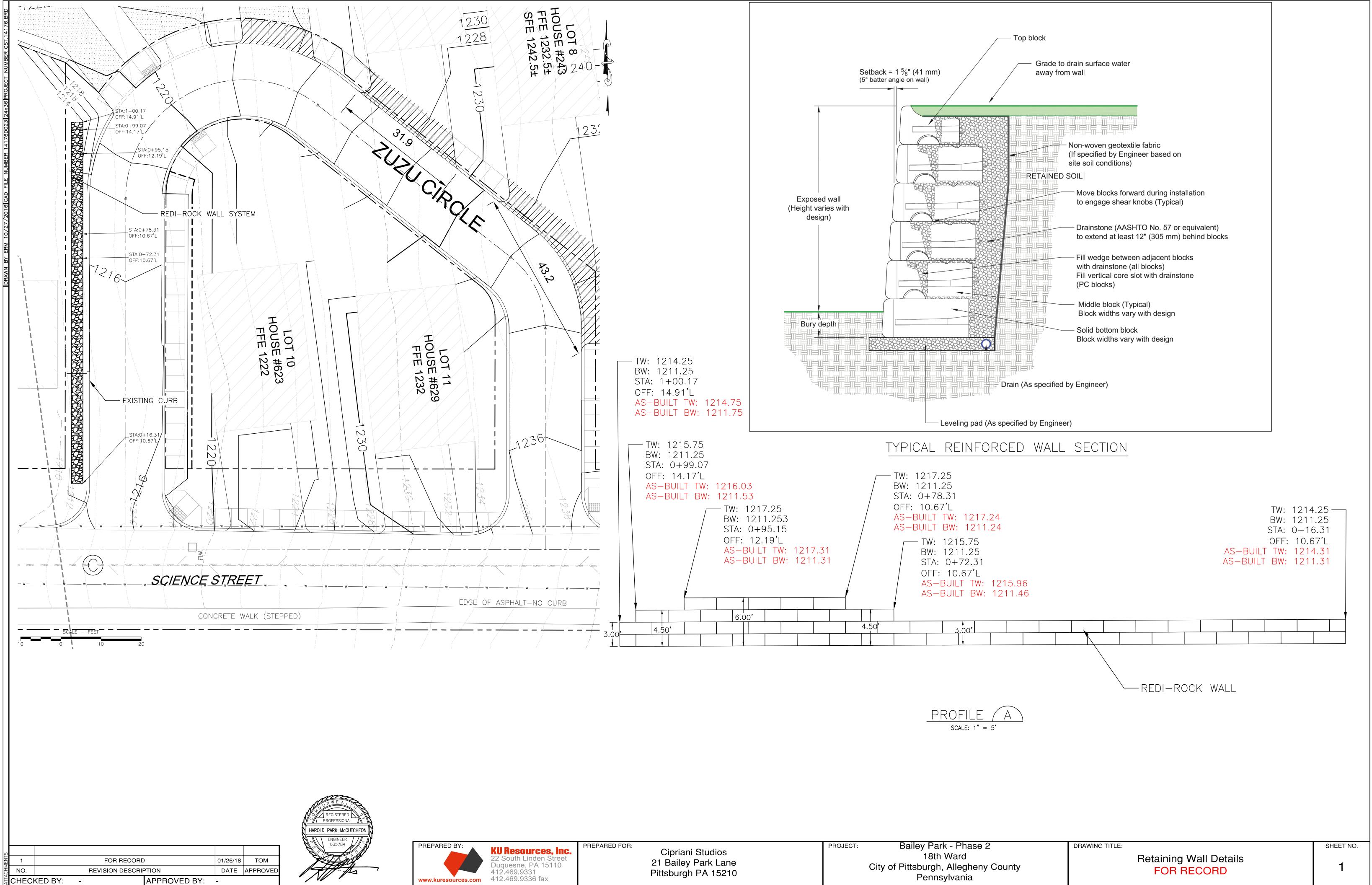
Attachment

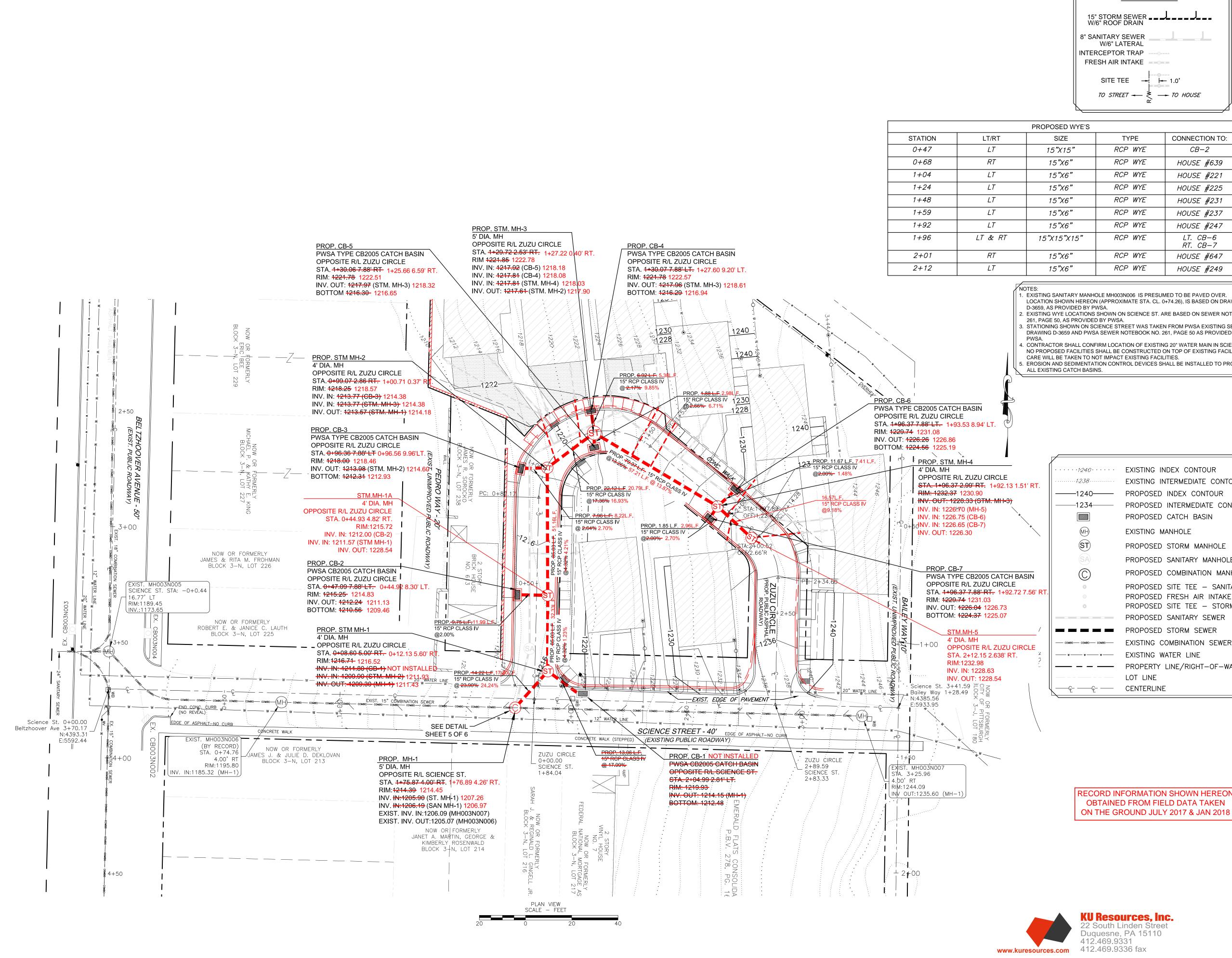
Application for Right of Way of Dedication – Property Owners (Addresses/Lot and Blocks)

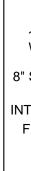
Zuzu Circle

#### **KU Resources**

- 1) FBARNES ANDREW F PAGAC SHELLY R (W) 639 Science Street PITTSBURGH, PA 15210 Parcel ID: 0003-N-00248-0000-00
- 2) SCHROCK JAROD TYLER, VALE ALEJANDRO JOSE COLON 647 Science Street PITTSBURGH, PA 15210 Parcel ID: 0003-N-00249-0000-00
- DOUGLAS C WILLIAMS & KAREN SHASTRI 221 Zuzu Circle PITTSBURGH, PA 15210 Parcel ID: 0003-N-00242-0000-00
- 4) DESHANTZ RICHARD
   225 Zuzu Circle
   PITTSBURGH, PA 15210
   Parcel ID: 0003-N-00243-0000-00
- 5) BARLOW RYAN CHRISTOPHER DICICCO LEIGH ANNE 231 Zuzu Circle PITTSBURGH, PA 15210 Parcel ID: 0003-N-00244-0000-00
- 6) HANTZ BENJAMIN F 237 Zuzu Circle PITTSBURGH, PA 15210 Parcel ID: 0003-N-00245-0000-00







	SEWERS LEG	
15" ST W/6" I	TORM SEWER <b></b>	LL
W	TARY SEWER //6" LATERAL EPTOR TRAP	
	SITE TEE	- 1.0' - TO HOUSE
		/
S		
	TYPE	CONNECTION TO:

RCP WYE	CB-2
RCP WYE	HOUSE #639
RCP WYE	HOUSE #221
RCP WYE	HOUSE #225
RCP WYE	HOUSE #231
RCP WYE	HOUSE #237
RCP WYE	HOUSE #247
RCP WYE	LT. CB–6 RT. CB–7
RCP WYE	HOUSE #647
RCP WYE	HOUSE #249

1. EXISTING SANITARY MANHOLE MH003N006 IS PRESUMED TO BE PAVED OVER. LOCATION SHOWN HEREON (APPROXIMATE STA. CL. 0+74.26), IS BASED ON DRAWING . EXISTING WYE LOCATIONS SHOWN ON SCIENCE ST. ARE BASED ON SEWER NOTEBOOK . STATIONING SHOWN ON SCIENCE STREET WAS TAKEN FROM PWSA EXISTING SEWER DRAWING D-3659 AND PWSA SEWER NOTEBOOK NO. 261, PAGE 50 AS PROVIDED BY

I. CONTRACTOR SHALL CONFIRM LOCATION OF EXISTING 20" WATER MAIN IN SCIENCE ST NO PROPOSED FACILITIES SHALL BE CONSTRUCTED ON TOP OF EXISTING FACILITIES. CARE WILL BE TAKEN TO NOT IMPACT EXISTING FACILITIES. 5. EROSION AND SEDIMENTATION CONTROL DEVICES SHALL BE INSTALLED TO PROTECT

0	EXISTING INDEX CONTOUR
3	EXISTING INTERMEDIATE CONTOUR
-0	PROPOSED INDEX CONTOUR
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1	PROPOSED CATCH BASIN
•	EXISTING MANHOLE
$\overline{)}$	PROPOSED STORM MANHOLE
<b>X</b>	PROPOSED SANITARY MANHOLE
	PROPOSED COMBINATION MANHOLE
	PROPOSED SITE TEE – SANITARY PROPOSED FRESH AIR INTAKE PROPOSED SITE TEE – STORM PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
во — сомво —	EXISTING COMBINATION SEWER
w	EXISTING WATER LINE
	PROPERTY LINE/RIGHT-OF-WAY
	LOT LINE
	CENTERLINE

PITTSBURGH WATER AND SEWER AUTHORITY NOTES FOR PRIVATE CONSTRUCTION PLANS GENERAL NOTES 1. ALL WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE PITTSBURGH WATER AND SEWER AUTHORITY (PWSA), AND THE CITY OF PITTSBURGH CURRENT GENERAL CONTRACT CONDITIONS STANDARD SPECIFICATIONS FOR THE MATERIALS AND CONSTRUCTION DATED NOVEMBER 1938, WITH SUPPLEMENTS THERETO AND REVISIONS THEREOF, USING CURRENT PWSA SPECIFICATIONS AND STANDARDS FOR CONSTRUCTION UNLESS OTHERWISE NOTED. 2. THE DEVELOPER/OWNER MUST FURNISH THE PWSA WITH A PERFORMANCE BOND AND A LABOR AND MATERIAL PAYMENT BOND, EACH IN AN AMOUNT EQUAL TO 100 PERCENT OF THE TOTAL PROJECT CONSTRUCTION COST. THE DEVELOPER/OWNER SHALL ALSO FURNISH THE PWSA WITH A MAINTENANCE BOND FOR THE WARRANTY OF ALL CONSTRUCTION FOR A PERIOD OF 18 MONTHS FROM THE DATE OF THE PWSA'S ACCEPTANCE OF THE COMPLETED WORK. THE MAINTENANCE BOND SHALL BE IN AN AMOUNT EQUAL TO 15 PERCENT OF THE COST OF THE WORK. THE PWSA SHALL BE NAMED AS AN OBLIGEE ON ALL BONDS. 3. THE DEVELOPER/OWNER OR HIS CONTRACTOR SHALL OBTAIN ALL BUILDING PERMITS, PLUMBING PERMITS, CONSTRUCTION AND/OR STREET OPENING PERMITS REQUIRED BY THE CITY OF PITTSBURGH, COUNTY OF ALLEGHENY AND THE COMMONWEALTH OF PENNSYLVANIA. 4. ALL CONSTRUCTION MATERIALS MUST BE APPROVED BY THE PWSA DEPARTMENT OF ENGINEERING AND CONSTRUCTION PRIOR TO THE START OF CONSTRUCTION. SUBMITTAL INFORMATION SHALL INCLUDE A LIST OF MATERIALS AND THEIR SOURCE OF SUPPLY AS WELL AS MANUFACTURER'S DESCRIPTIVE CATALOG DATA, DRAWINGS, CHARTS, TABLETS, ETC. NECESSARY TO SUBSTANTIATE COMPLIANCE WITH THE PWSA SPECIFICATION REQUIREMENTS. 5. LIST OF MATERIALS AND SOURCE THEREOF, TOGETHER WITH WORK SCHEDULE, TO BE SUBMITTED AND APPROVED BY THE DEPARTMENT OF ENGINEERING AND CONSTRUCTION BEFORE CONSTRUCTION IS STARTED. 6.PRIOR TO THE START OF CONSTRUCTION, THE DEVELOPER/OWNER OR HIS CONTRACTOR SHALL SUBMIT A SCHEDULE OF THE WORK TO BE PERFORMED FOR REVIEW BY THE PWSA'S DEPARTMENT OF ENGINEERING AND CONSTRUCTION. 7. CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS IN ACCORDANCE WITH THE PWSA ON UNIFORM SIZE SHEETS NO SMALLER THAN 24 INCHES BY 36 INCHES FOR REVIEW AND APPROVAL. ALSO SUBMIT DRAWINGS IN DGN OR DWG FORMAT ON ELECTRONIC MEDIA ACCEPTABLE TO THE PWSA. 8. THE DEVELOPER/OWNER OR HIS CONTRACTOR SHALL NOTIFY THE PWSA DEPARTMENT OF ENGINEERING AND CONSTRUCTION NO LESS THAN 72 HOURS IN ADVANCE OF THE START OF CONSTRUCTION. 9.THE DEVELOPER/OWNER'S CONTRACTOR SHALL NOT PERFORM ANY WORK DURING THE NIGHT, ON WEEKENDS, OR ON PWSA HOLIDAYS, UNLESS ORDERED TO DO SO BY THE PWSA'S DIRECTOR, OR AT THE REQUEST OF THE CONTRACTOR WITH THE APPROVAL OF THE DIRECTOR. WHEN THE CONTRACTOR IS GIVEN PERMISSION TO WORK DURING THESE PERIODS, HE SHALL REIMBURSE THE PWSA FOR ALL LABOR AND EXPENSES ASSOCIATED WITH THE INSPECTION OF THE WORK 0. PRECISE CITY BENCHMARK: PRECISE CITY BENCHMARK: BM NO. 395 BAILEY AVE. AT ENTRANCE TO GRANDVIEW PARK (STONE STEP) - ELEVATION 1189.378. CONTRACTOR TO SET NEW CITY MONUMENT(S) ACCORDING TO PITTSBURGH DEPARTMENT OF PUBLIC WORKS STANDARDS. 11. SAW CUT EXISTING CONCRETE SIDEWALKS AND STREET PAVEMENT (IF REQUIRED) AS 🛛 DIRECTED. 2. THE CONTRACTOR SHALL APPLY A SCALING DETERRENT TO FINISH CONCRETE PAVEMENT SURFACES AND SIDEWALKS IN ACCORDANCE WITH SEPARATE SPECIFICATIONS FURNISHED WITH THE CONTRACT PLANS (IF REQUIRED). 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ALL WATER BOXES AND MANHOLES AFTER PAVING IS COMPLETED. 14. MATERIAL REQUIRED TO REPLACE UNSUITABLE MATERIAL FOR STABILIZATION FOR SUB- GRADE SHALL BE APPROVED BACKFILL MATERIAL. THE COMPOSITION AND METHOD OF COMPACTION SHALL CONFORM TO CURRENT CITY OF PITTSBURGH SPECIFICATIONS FOR SUB-BASE TREATMENT. 15. ALL OLD MATERIAL REMOVED UNDER THIS CONTRACT AND NOT TO BE REUSED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND MUST BE PROMPTLY REMOVED FROM THE SITE. 16. A COMPLETE AND ACCURATE PHOTOGRAPHIC HARD COPY MYLAR MARKED IN RED INK SHOWING COMPLETED AS BUILT RECORDS AS TO LOCATION OF SEWER AND WATER INES CATCH BASING WYE BRANCH CONNECTIONS GATE VALVES FITTINGS HYDRA STATIONS, GRADES, ETC. SHALL BE FURNISHED TO THE PWSA AT THE COMPLETION OF THE CONTRACT. THE CONTRACTOR SHALL SUBMIT ONE SET OF AS BUILT DRAWINGS SHOWING THE SYSTEMS AS INSTALLED, INCLUDING ALL DEVIATIONS FROM BOTH THE PROJECT DRAWINGS AND THE APPROVED SHOP DRAWINGS. THE DRAWINGS SHALL BE PREPARED ON UNIFORM SIZE SHEETS NOT LESS THAN 24 INCHES BY 36 INCHES. SUBMIT WITHIN TWO WEEKS AFTER FINAL ACCEPTANCE TEST OF THE SYSTEM, INCLUDING APPROVED ELECTRON MEDIA COMPATIBLE TO THE PWSA ELECTRONIC FILING SYSTEMS. SEE SHEET 2 OF 6 FOR SEWER LINE NOTES. THE PITTSBURGH WATER AND SEWER AUTHORITY PWSA Project Reviewer certifies that he/she has reviewed the above noted Date locument(s) in accordance with the Authority's established rules and regulations. Based on this review, approval is hereby re 1/25/16 **PWSA** Project Reviewer Date: Approval. Den R. Well 1-28-16 Deputy Director of Engin 22/2/2 Director of Engineering an Executive Director PROJECT NUMBER: PRIVATE SEWER CONTRACT THE PITTSBURGH WATER AND SEWER AUTHORITY STORM AND SANITARY SEWER CONSTRUCTION RECORD **BAILEY PARK PHASE 2** 18th WARD PITTSBURGH, PENNSYLVANIA 15211 **ZUZU CIRCLE** SCIENCE ST. TO BELTZHOOVER AVE. SCALE: PLAN - 1" = 20'

ACCESSION NO.

CASE NO.

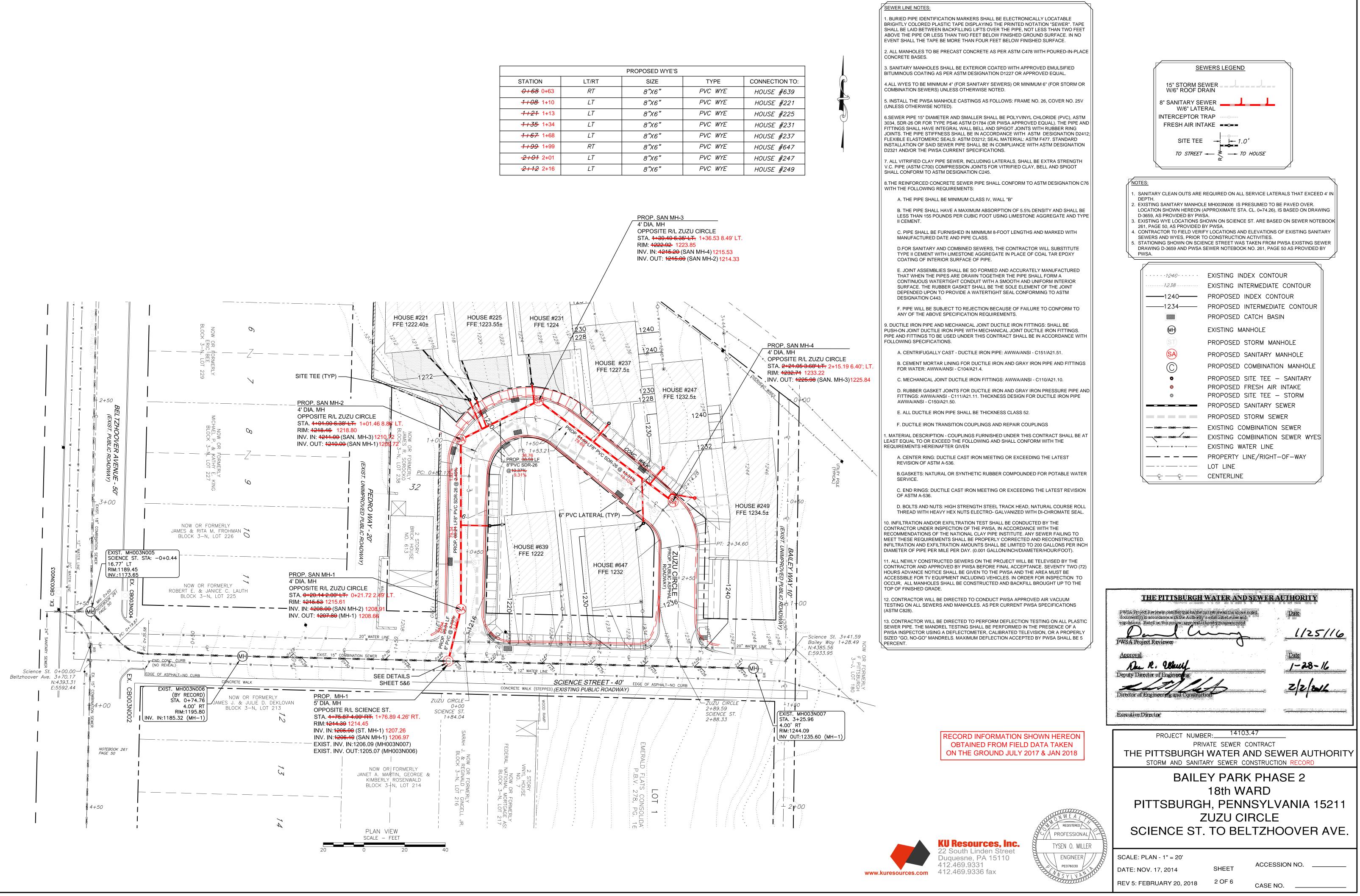
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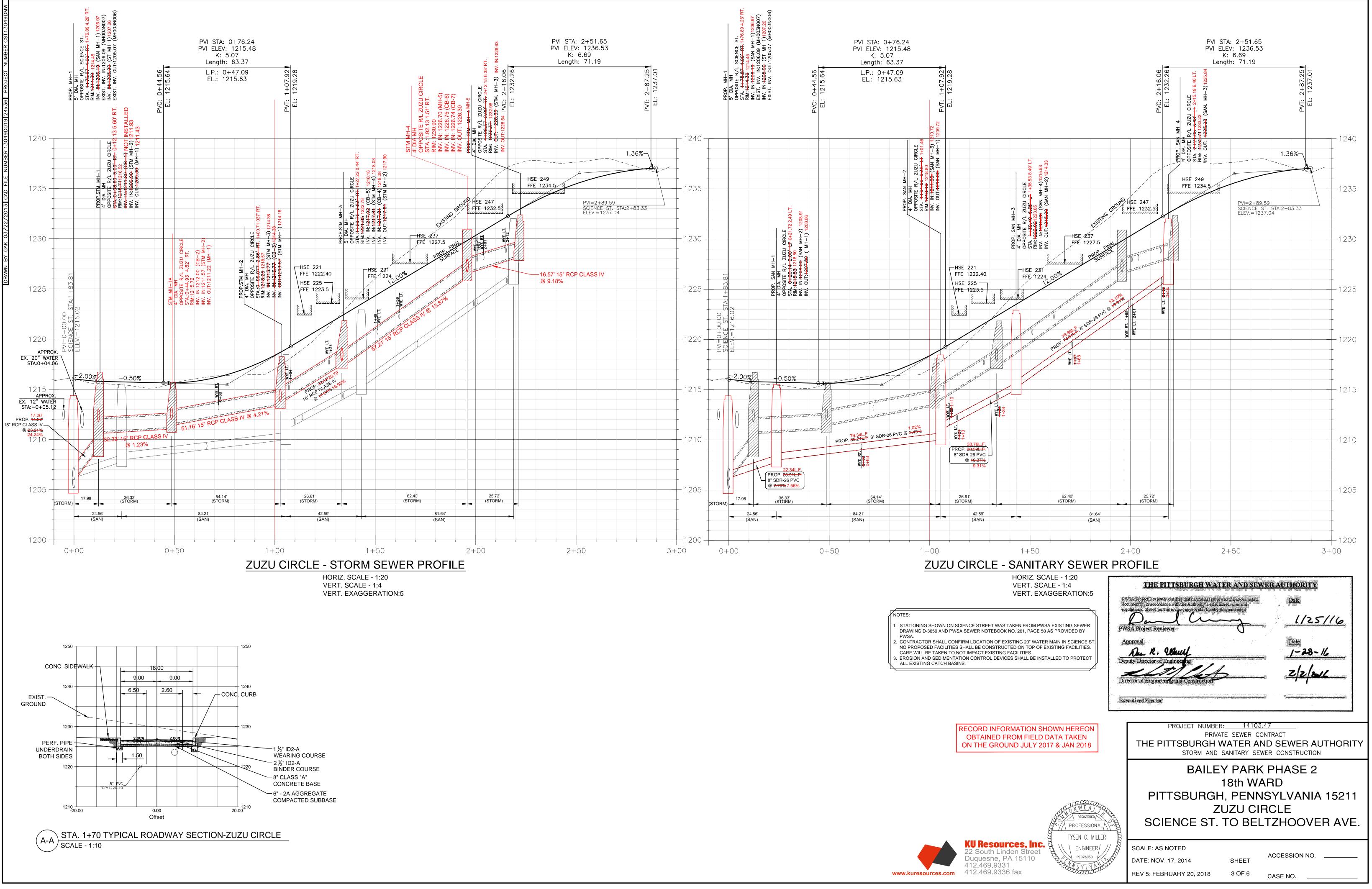
1 OF 6

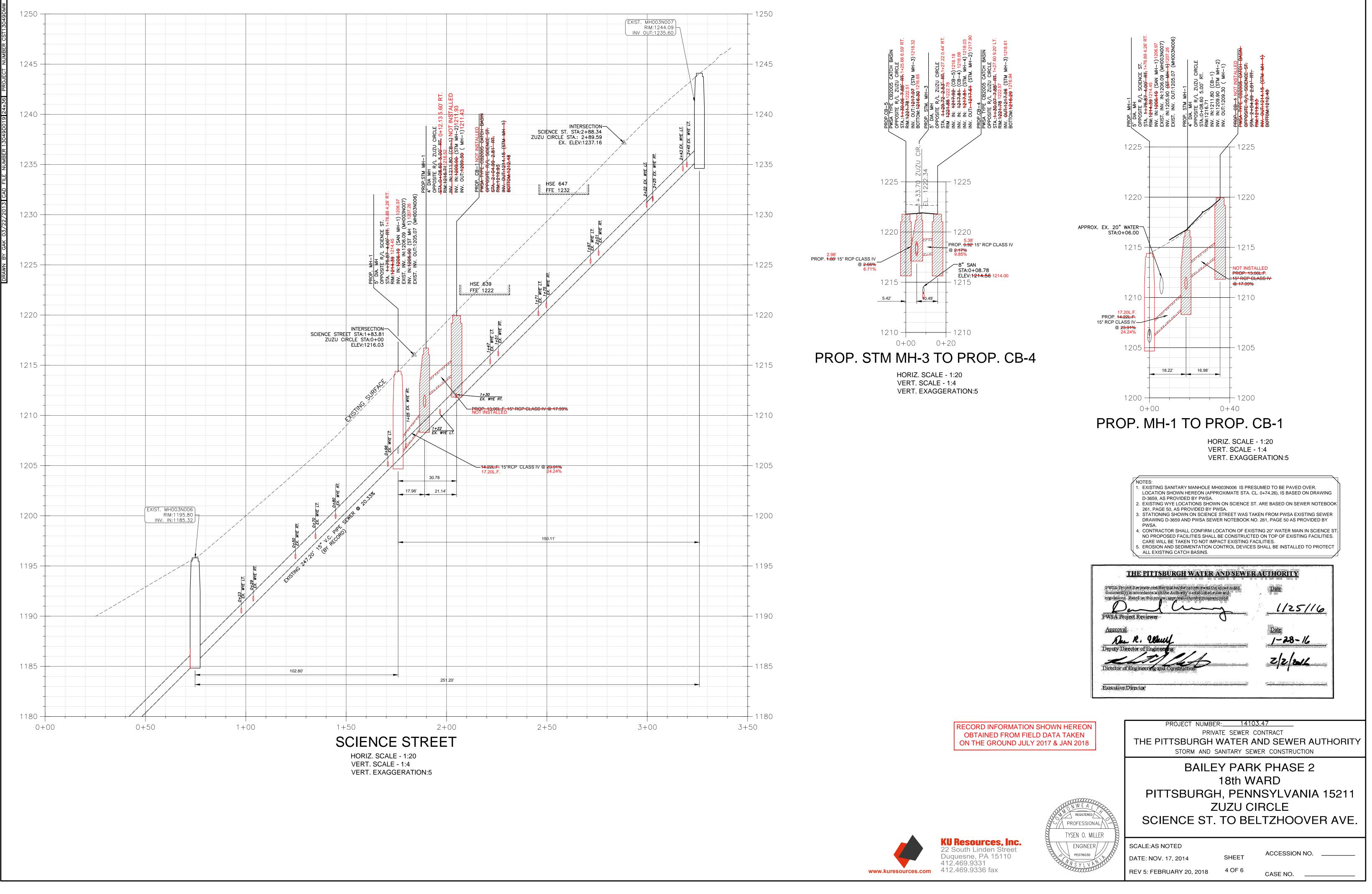
DATE: NOV. 17, 2014

REV 5: FEBRUARY 20, 2018

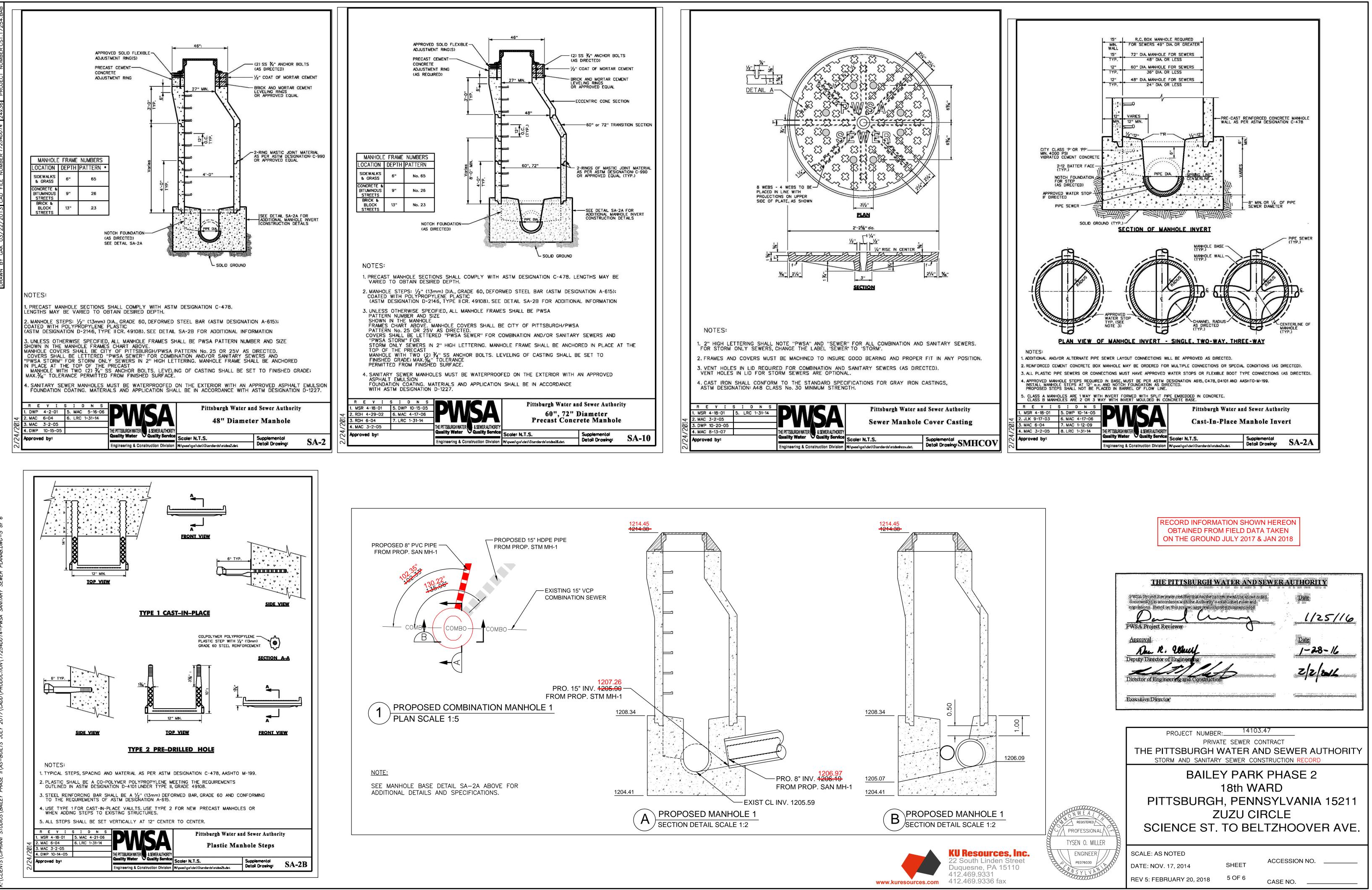


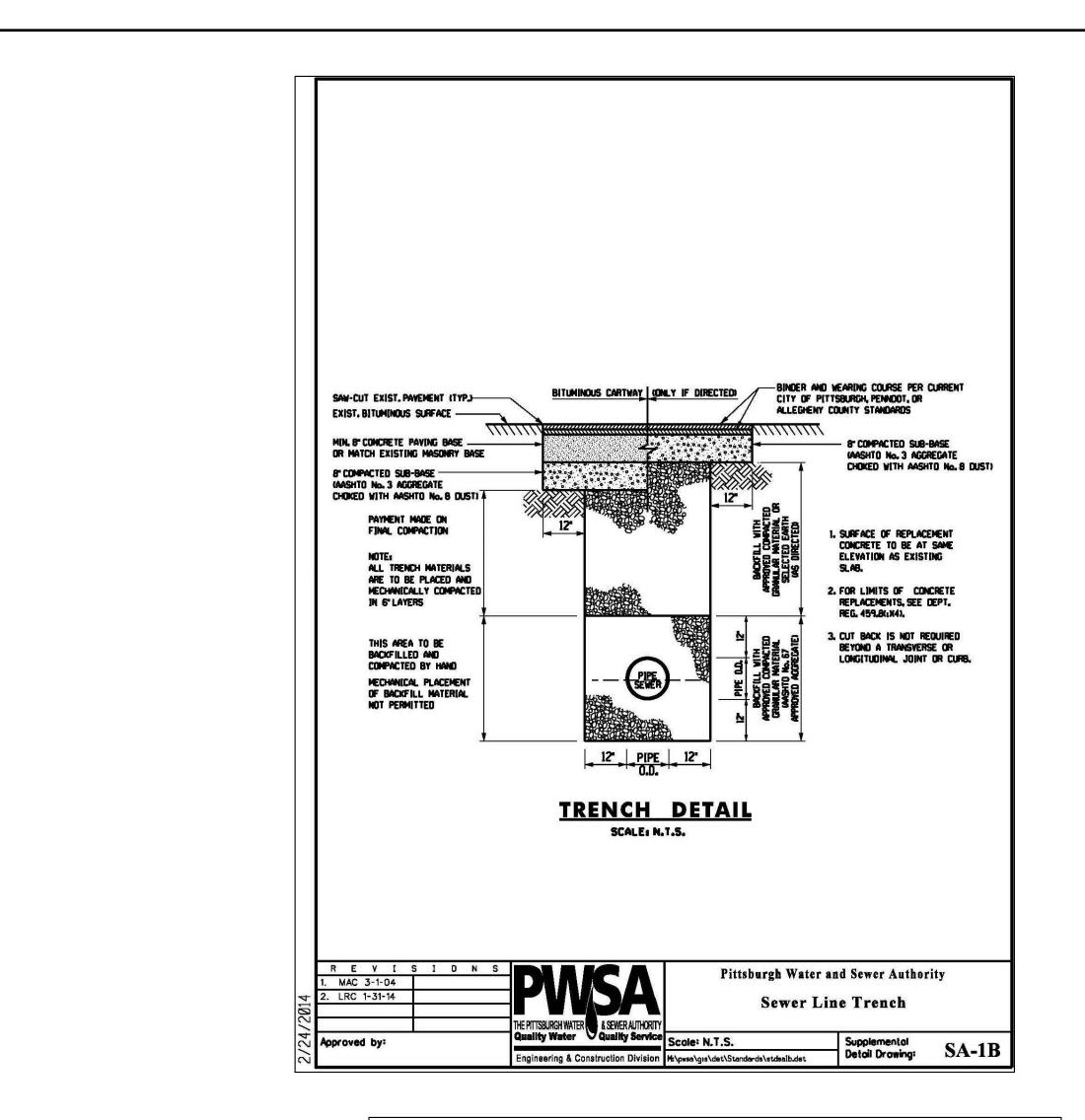


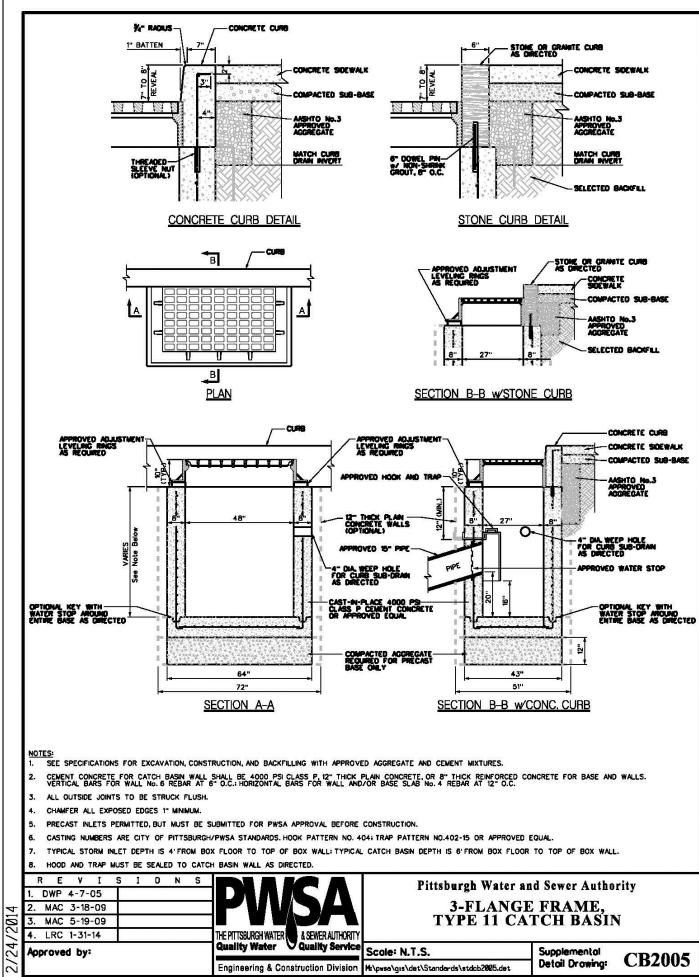


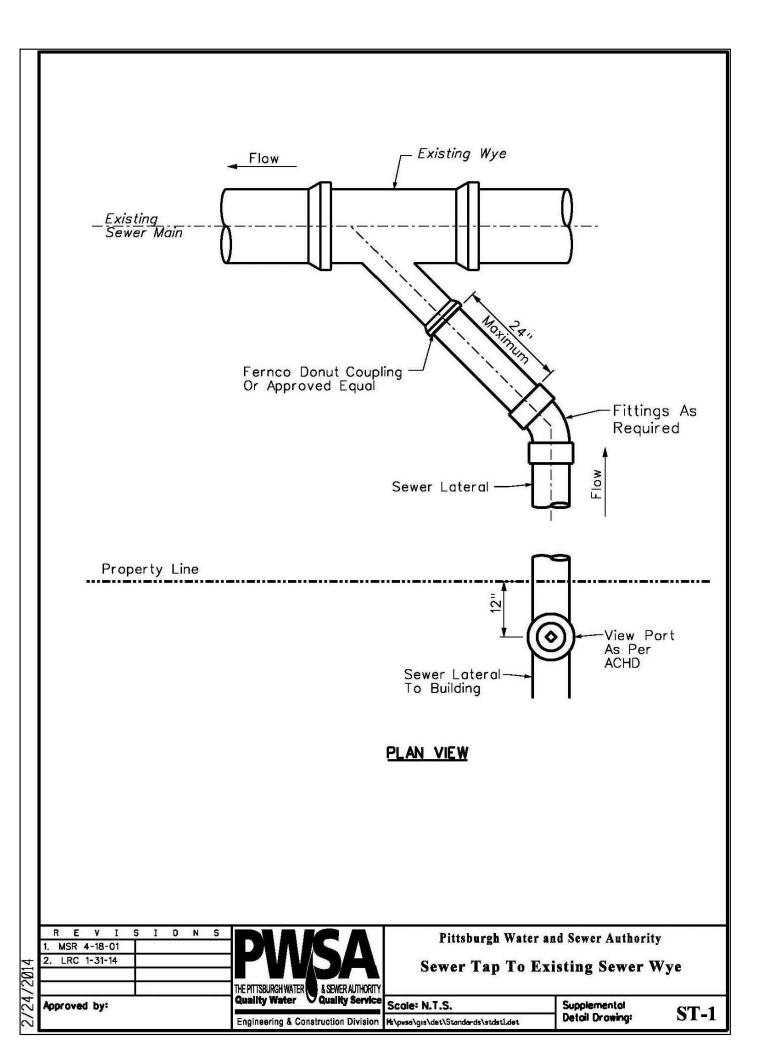




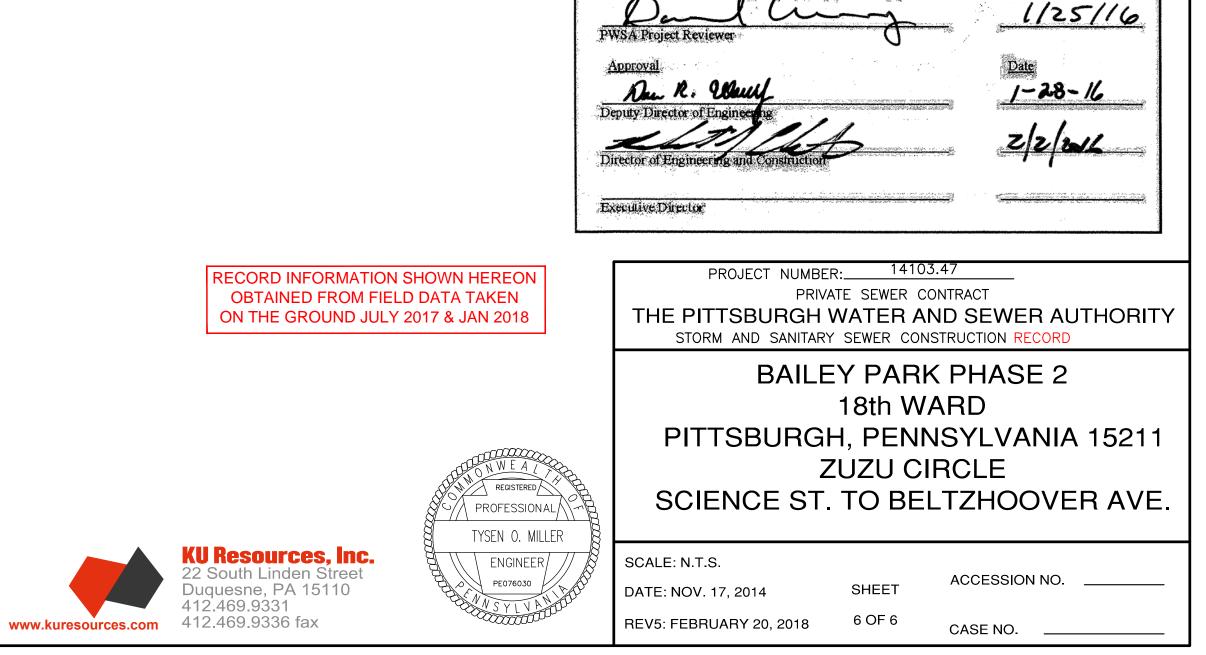








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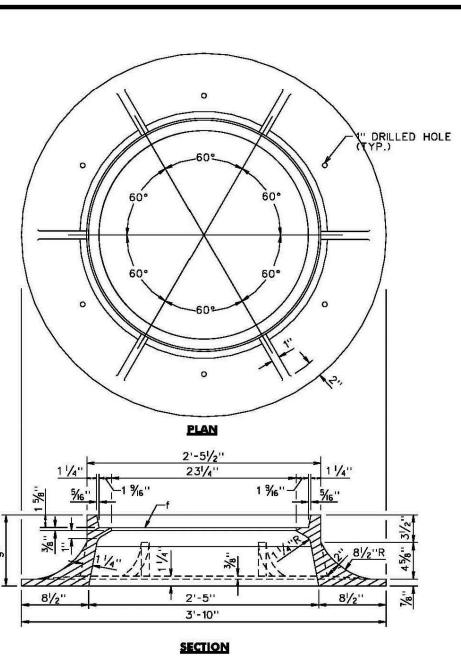
THE PITTSBURGH WATER AND SEWER AUTHORITY

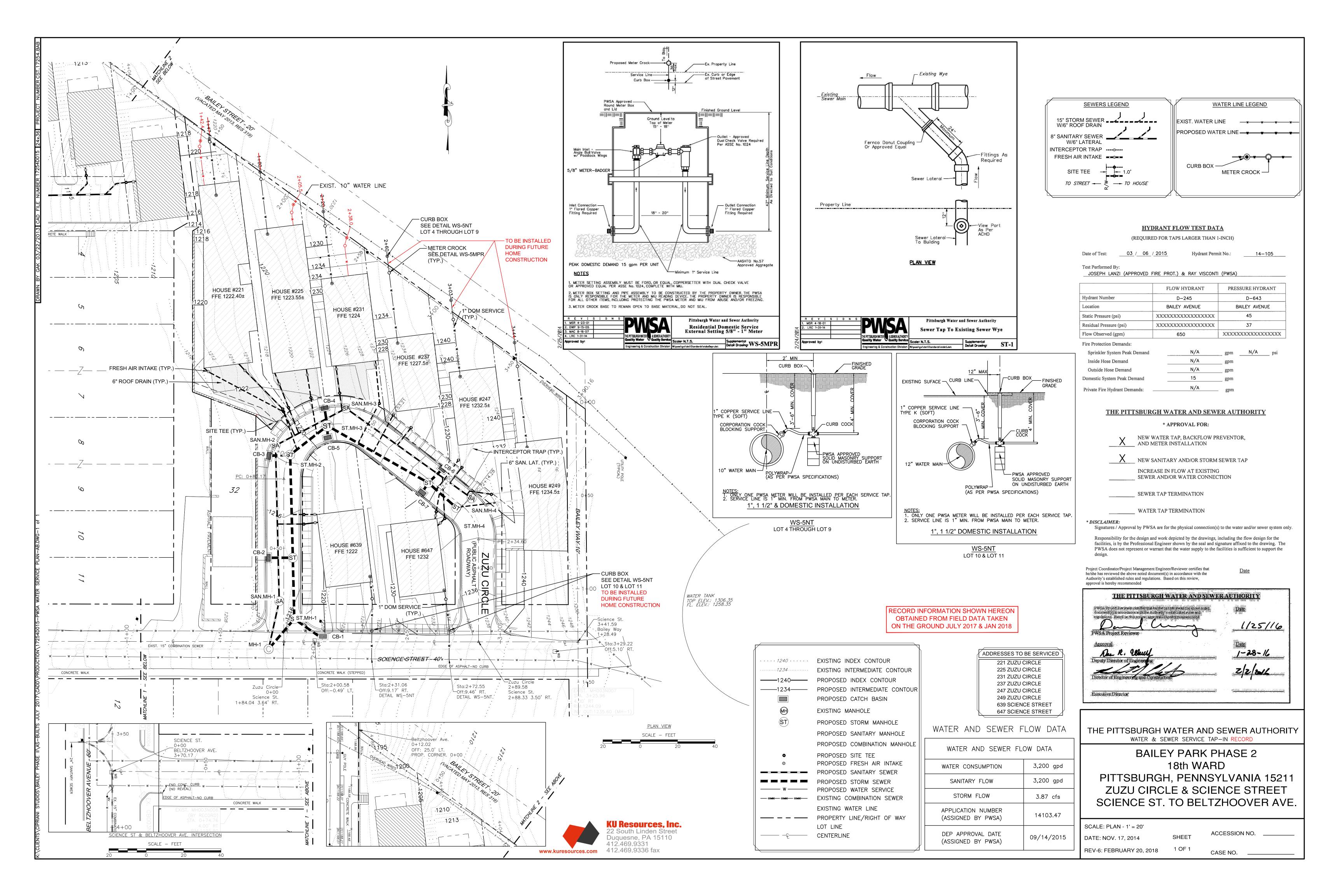
Date

PWSA Project Reviewer certifies that he/she has reviewed the above noted document(3) in accordance with the Authority's established rules and regulations. Based on this raview, approvalisher oby recommended

THE PITTSBURGH WATER & SEWER AUTHORITY	Pittsburgh Water an MANHOLE FRA (CITY OF PGH)	ME CAST	ING
Quality Water Quality Service	Scale: N.T.S.	Supplemental	MFC26
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MUST BE MACHINED TO INSURE GOOD BEARING AND PROPER FIT IN ANY POSITION. ONFORM TO THE STANDARD SPECIFICATIONS FOR GRAY IRON CASTINGS, B MIN. CLASS No. 30 GRADE MINIMUM STRENGTH.





#### Metes and Bounds Description

of <u>Zuzu Circle Right of Way</u> in the Bailey Park Plan of Lots 18<sup>th</sup> Ward City of Pittsburgh

All that certain area known as Zuzu Circle originally recorded as Bailey Park Avenue a variable width right of way as shown upon the Bailey Park Plan of Lots as recorded in Plan Book Volume 276, page 49 situate in the 18<sup>th</sup> Ward, City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, and being as more fully described here to wit:

Beginning at a point on the northerly right of way line of Science Street, a 40' right of way at a point where the same is intersected by the dividing line between Lot 32 and the former Lot 31 in the Carter and McKibbens Plan of Lots as recorded in Plan Book Volume 10 page 81 now being the westerly right of way line of the herein described Zuzu Circle a variable width right of way as shown upon the above described Bailey Park Plan of Lots; Thence along the said westerly right of way of Zuzu Circle and along the aforementioned Lot 32 in a generally Northerly direction, N 01°18'00" E for a distance of 100.92' to a point on the southerly edge of a 5' Private Easement as shown in the aforementioned Bailey Park Plan of Lots; Thence along the said variable width Right of Way of Zulu Circle S 46°36'51" E a distance of 11.06' to an angle point in said line; Thence continuing along said Right of Way and said 5' Easement and being partially coincident with Lots 4, 5 and 6 in the said Bailey Park Plan of Lots, by the arc of a circle, curving to the right, having a radius of 44.00', for an arc distance of 68.01' to a point on a line of Lot 7 in the said plan; Thence along the said Lot 7 and continuing along the herein described westerly right of way line

of Zuzu Circle, S 5°50'00" E, a distance of 6.24' to an angle point; Thence continuing along the said Lot 7 and being partially coincident with Lot 8, S 50° 31' 00" E for a distance of 79.35' to a point on a line of the said Lot 8, at a point of common corner of Lot 9 and herein described right of way; Thence continuing, along the said right of way and along the dividing line of the said Lot 9, S 1°18'00" W, for an distance of 49.09' to a point on the aforementioned northerly right of way line of Science Street; Thence along the dividing line between the northerly right of way of Science Street and the southerly edge of the herein described Zuzu Circle right of way in a generally Westerly direction, N 88° 42' 00" W for a distance of 25.00' to the common corner of the herein described Zuzu Circle and Lot 11 in the said plan; Thence along the said Zuzu Circle Right of Way and along said Lot 11, N 01°18'00" E for a distance of 37.82' to a point of curve in the said right of way; Thence continuing, by the arc of a circle, curving to the left, having a radius of 10.00', for an arc distance of 9.04' to a point of tangent; Thence continuing, N 50°31'00"W, a distance of 60.14' to a point of curve; Thence continuing along Lot 11, along the said right of way and being partially coincident with 10 in the said plan, by the arc of a circle, curving to the left, having a radius of 19.00', for an arc distance of 42.51' to a point of tangent; Thence continuing, S 1°18'00" W, a distance of 67.92' to a point on the aforementioned northerly right of way line of Science Street; Thence along the dividing line between the said northerly right of way of Science Street and the southerly edge of the herein described Zuzu Circle right of way in a generally Westerly direction, N 88° 42' 00" W for a distance of 25.00' to a point, said point being the aforementioned point of beginning.

Said Parcel as herein described contains an area of 6,196.96 square feet or 0.142 acres.

Said Parcel as herein described being designated as Block 3-N, Lot 239 in the Allegheny County Department of Real Estate Tax Assessment Division.



October 28, 2016

32

CIPRIANI STUDIOS 225 ZUZU CIR PITTSBURGH PA 15210

> RE: ACCOUNT NO: 210003995292 SERVICE ADDRESS: 225 ZUZU CIR PITTSBURGH PA 15210

### Subject: Peoples New Customer Notification

Dear CIPRIANI STUDIOS:

Welcome to Peoples! Below is some very important information about Peoples. We look forward to serving you!

### **Gas Safety Information**

Natural gas is one of the safest and most reliable energy sources available. As a natural gas customer, however, you do have some responsibilities.

### What Pipelines Do You Own?

You own the service line that runs from the property line (which often is the curb stop/valve) to your meter. If your line needs service, the contractor must be qualified under DOT regulations and be part of a DOT approved drug and alcohol program. You also own the house line that runs from the meter to your appliances. The cost of repair or replacement of both the service and house lines are the responsibility of you or the property owner.

### • What Pipelines Does the Gas Company Own?

We own the main line that runs down your street. We also own a short service line (located near the street) that connects our line to the customer's service line. Repair or replacement of the main line and our service line is our responsibility. (An exception exists in some situations in the Johnstown and Altoona areas, where the gas company owns and maintains the entire service line.)

### Who Checks the Gas Piping?

For your safety, we make periodic leakage evaluations on your service line. We check from our main line to the meter or to the wall of your house (whichever is further). We also check the meter. You are responsible to maintain (which includes periodic inspection for leakage and corrosion) your piping, both internal and external, buried or exposed. If you do not maintain the buried piping, it may be subject to the potential hazards of corrosion and leakage.

### What Happens If the Gas Company Finds a Leak in My Pipeline?

If we find a leak or other unsafe condition in your pipeline, we will shut off that section of the piping. If you are not at home, we will shut off that section of the piping and tag your door with an explanation of what the problem is and our phone number.

Page 2

You must arrange to have the unsafe condition corrected by a qualified individual and pay for the costs. For your safety, do not turn the gas back on. We will inspect the repairs and restore your service.

## • Can I Replace the Pipeline Myself?

No. Prior to any excavation, you or your contractor should call, toll-free, the One Call System at 1-800-242-1776 to have any underground facilities located. Your contractor should perform any excavation near buried gas pipelines by hand. Remember, you must use a contractor qualified under DOT regulations to make the repair.

## • Do I Own the Meter?

We own and maintain the meter. It is your responsibility to keep the meter clear at all times. Because our employees need access to the meter, we ask that you keep shrubbery trimmed. And during the winter, please keep the meter clear of snow and ice.

## Whom Should I Call If I Detect an Odor of Gas, Gas Fumes or Gas Leakage?

You should always notify us of any suspected hazardous situations, including but not limited to those involving an unexplained odor of gas. Our Emergency Service Center answers calls 24 hours a day at 1-800-400-4271.

## **Energy Choice**

Customers of Peoples can choose to buy their gas from suppliers other than Peoples. Peoples continues to deliver the gas to your home. As a result, potential natural gas suppliers may request certain customer-specific information from Peoples. The Pennsylvania Public Utility Commission, therefore, has adopted requirements for the release of residential and commercial customer information. Peoples will continue its practice to restrict industrial customers' information unless the customer has affirmatively consented to its release.

- Peoples or any natural gas supplier may release customer information as long as the customer first
  has been notified and has been given a convenient method of notifying Peoples or the natural gas
  supplier of its desire to restrict the release of the information. You have several options:
  - You may choose to restrict the release of all your customer information. If you tell us that
    you want your customer information (name, billing address, service address, rate class,
    account number and historical billing data) to be kept private, then we will not release this
    information to a third party.
  - You may choose to restrict the release of only historical billing data. If you tell us that
    you do not want historical billing data released, we may release your name, billing
    address, service address, rate class (i.e. residential) and account number to a third party,
    but we will not release your historical billing data.

Page 3

You may choose not to restrict the release of your customer information. If you do not wish
to restrict your customer information, you do not need to do anything. Your customer
information, except for your telephone number, may be released to a third party.
Information to be released will include your name, billing address, service address, rate
class (i.e. residential), account number and historical billing data.

Note: The Eligible Customer List is updated throughout the year. <u>Customer telephone numbers will NOT</u> be released under any circumstances.

### How to Opt Out

- Go to www.peopleseaccount.com. Open profile. Then select the preference under Consent Agreement.
- 1-800-764-0111 to speak with a Customer Service Representative.
- Send a letter to Peoples, PO Box 535322, Pittsburgh, PA 15253-5322

### Your Rights and Responsibilities as a Utility Consumer

Attached is a summary of the Pennsylvania Public Utility Commission's (PUC) regulations regarding Standards and Billing Practices for Residential Service. For the full Rights and Responsibilities booklet, you can go to the Peoples website at <u>www.peoples-gas.com</u> to review it or to print a copy. If needed, we can send you a printed copy. Please call us at 1-800-764-0111 to request your free copy.

For more information about Peoples and the programs and services that we offer, please visit our website: <a href="http://www.peoples-gas.com">www.peoples-gas.com</a>

Thank you for using natural gas.

Sincerely,

Peoples Customer Service Center



March 24, 2016

885

CIPRIANI STUDIOS 231 ZUZU CIR PITTSBURGH PA 15210

RE: ACCOUNT NO: 210003263436 SERVICE ADDRESS: 231 ZUZU CIR PITTSBURGH PA 15210

Dear CIPRIANI STUDIOS:

## Subject-Sales Tax Questionnaire

Peoples is mailing your gas bills for the above service address to an alternate mailing address. Based on the results of our most recent sales tax audit, the Pennsylvania Department of Revenue has indicated that because of the alternate mailing address, this account may be subject to sales tax.

To help us determine whether your account is subject to sales tax, you need to complete the enclosed questionnaire. Please be sure to make the appropriate selection, sign and date the questionnaire and promptly return it to us in the enclosed envelope. If we do not receive your response within 15 days from the date of this letter, we will begin charging sales tax on this account.

Thank you for helping us to clarify the tax status of your residential account. If you have any questions or need help completing the questionnaire, please call us at 1-800-764-0111.

Sincerely,

Peoples Customer Service Center

Enclosure -1



375 North Shore Drive Suite 600 Pittsburgh (A-15212)

Order#: Notification #: 200016651 Rep: Reicherter Location: Corliss

## Line Extension Agreement Peoples Natural Gas Company

MADE AND ENTERED INTO this 13 day of July 2015, (effective date), by and between Peoples Natural Gas Company, a Pennsylvania limited liability company, with its main office located at 375 North Shore Drive, Suite 600, Pittsburgh, PA 15212 ('the Company'') AND Bailey Park Partners, LP (Applicant) located at 21 Bailey Park Lane, Pittsburgh, PA 15210

WHEREAS, Applicant desires natural gas service for its project currently known as Bailey Park Phase 2 situated in Pittsburgh; Allegheny County, Pennsylvania. Said project will consist of 13 units with an average annual usage of 98 mcf per unit, with project to be completed approximately 1 year from the effective date of this Agreement; and

WHEREAS, the Company agrees to extend or have extended its main pipeline facilities consisting of approximately 650 feet of 2 and 3 inch pipe (485 feet will be installed by the Applicant and an additional 165 will be installed by the Company) and appurtenant facilities to accommodate the aforementioned project;

WHEREAS, Applicant is willing to pay the required contribution to the Company under the terms and conditions of this Line Extension Agreement;

NOW, THEREFORE, in exchange for the Company's exclusive right to provide the natural gas service for the current and future phases of the Project, the Company shall extend its facilities under the following terms and conditions:

#### **Rights of Way**

Applicant shall provide the Company with any and all necessary private rights of way or easements necessary to complete the pipeline extension for One Dollar (\$1.00).

Such rights of way or easements shall be on a form satisfactory to the Company and shall be acquired and approved by the Company's Land Service Department. In the event that the extension contemplated hereunder requires the acquisition of right of way from adjacent landowners, such right of way must be obtained by the Company for its usual and customary fee and on terms satisfactory to the Company. Should the Company be unable to obtain right of way from adjacent landowners upon the foregoing terms, this agreement will terminate with no further obligation by either party, except as provided in the indemnity paragraph below.

#### **Ditch, Dust and Backfill**

Applicant agrees to provide open trenching for the necessary mainline extension within Project of approximately 650 feet (485 feet will be installed by the Applicant and an additional 165 will be installed by the Company) and appurtenances deemed necessary by the Company in accordance with design previously agreed upon. Applicant shall use only operators qualified under federal Pipeline and Hazardous Materials Safety Administration (PHMSA) requirements of 49 CFR part 192 to new pipelines, including its Drug and Alcohol programs, for ditch, dust and backfill work. The Company agrees to provide necessary gas pipe for the mainline extension and appurtenances, and to install, fuse, examine, and test such pipe. Applicant shall provide and backfill the ditch with select material as approved by the Company, tamp, and be responsible for restoration of all such trenching. The Company reserves the right to examine the pipeline facilities being installed at any given time during the course of the project.

Applicant agrees to provide Company with a secure Project site area for drop-shipped piping, appurtenances and other material and shall agree to accept responsibility for such goods.

Applicant is responsible to secure the necessary permits with the local municipalities and/or governing agencies where they are performing the open trenching.

Applicant is responsible to provide Workers Compensation as required by the statutory benefit laws of the state where the Services are to be performed or as required by any other state where the employee performing the Services is normally employed. Applicant must have Employers Liability Insurance with a total limit of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Applicant must have Commercial General Liability Insurance with a total limit of at least \$2,000,000 per occurrence (occurrence form policy). Such insurance shall include but not be limited to, specific coverage for (i) contractual liability (ii) personal injury and property damage liability, (iii) products/completed operations liability, and (iv) where applicable, explosion, structure and ground collapse, and underground hazards coverage. The Company, its officers, directors and employees shall be included as additional insured's.

Applicant must have Automobile Liability Insurance covering bodily injury and property damage with a total limit of at least \$2,000,000 per accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Before performing work, the Applicant shall provide certificates of insurance to the Company evidencing Applicants insurance required by this Agreement.

#### **Pressure Requirements**

The Company is regulated to supply 8 ounces or less as a standard within our tariff.

#### Crossings

Applicant agrees to trench and install conduit for all mainline and service line crossings within this project. The Company will provide the conduit at no charge.

Applicant agrees to assume the responsibility of making sure that all pre-installed service lines and road crossing markers at the designated locations will not be disturbed or removed. Furthermore, Applicant agrees and understands that if any of the aforementioned markers are either disturbed or removed, Applicant, at its sole expense, will locate them.

\*

Applicant shall keep the Company free and harmless from and indemnify it against any and all claims for or in respect of injury (including death) or damage of any kind or nature to the property of the customer or to the person or property of any employee, representative, agent, contractor, or subcontractor of customer or of any other person caused by or arising out of or occurring in the course of any of the work herein provided for, except for such injury or damage caused by the willful act or negligence of any employee, representative, agent, contractor, of the Company. Indemnification shall include indemnification from all costs, expenses, legal fees and other similar expenses incurred by the Company.

If in the event that the pipeline extension contemplated hereunder is not completed within the performance terms stated above, Project Applicant shall reimburse the Company for any cost, including idle/standby time and/or material, incurred in connection with the proposed pipeline extension.

This Agreement and the respective obligations of the Parties hereunder are subject to (a) valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and (b) the Company's tariff on file with the Pennsylvania Public Utility Commission (PUC), as amended from time to time. In the event of any conflict between this Agreement and Company's applicable tariff provisions, the tariff provisions shall govern.

Applicant agrees to execute any additional document necessary to effectuate the terms of this agreement.

The failure of either party at any time to exercise any right or to require performance by either party of any provision herein shall in no way affect the right of such party thereafter to enforce the same, nor shall the waiver by either party hereto of any breach of any provision herein the other party be a waiver of any other breach of such provision or as a waiver of the provision itself.

This Agreement shall be governed and construed accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to the choice of law provisions thereof. This Agreement shall be deemed to have been executed in the Commonwealth of Pennsylvania and the parties hereto agree that the courts of Pennsylvania shall have jurisdiction over any suit arising out of this Agreement.

This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto; provided, that neither party shall assign this Agreement and the rights hereunder without first having obtained the written approval of the other party which approval shall not be unreasonably withheld.

If any provision of this Agreement shall be held invalid, illegal, or unenforceable to any extent and for any reason by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.

This written Agreement contains the entire agreement between the parties and there are no other understandings or representations between the parties hereto. This Agreement may not be amended except by an instrument in writing signed by a duly authorized representative of each party.

If you wish to accept the terms of this letter agreement, please so indicate by signing and dating this document in the spaces provided below, and return it to **Beth Reicherter at Peoples Natural Gas Company, 1201 Pitt St. Pittsburgh, PA 15221,** so that it may be fully executed by Company

management. Once the Company's signed copy is available, a copy will be returned to you. Terms of this agreement are null and void should any verbiage be changed without mutual consent and initials of both parties. The Company reserves the right to amend the Line Extension Agreement if the applicant does not execute the Line Extension Agreement by signing and returning it within 60 days upon receipt.

Bailey Park Partners, LP

\*9 . . . .

By Its (Title) APPROVED By Justin Cipriani at 5:02 pm, Jul 13, 2015 Date

PEOPLES NATURAL GAS COMPANY LLC

B٦ GBI ETTEL Its itle) Date

# THE PITTSBURGH WATER AND SEWER AUTHORITY

James L. Good Interim Executive Director AUG 0 1 2014

Penn Liberty Plaza l 1200 Penn Avenue Pittsburgh, PA 15222 (412) 255-8800 Fax: (412) 393-0522

July 29, 2014

Ms. Angela Mayer KU Resources, Inc. 22 South Linden Street Duquesne, PA 15110

## RE: Water and Sewer Availability Bailey Park Lane – Residential Housing 7, 15 & 21 Bailey Park Lane - 15211

Dear Ms. Mayer:

In response to your inquiry on 7/24/2014 concerning water and sewer availability for the area referenced above, please be advised that both water and sewers are available near the site, and water and sewer service will be provided in accordance with the policies and procedures of the Pittsburgh Water and Sewer Authority.

We wish to advise you that, if it is your desire to tap our water and sewer mains for service, your plans and Water and Sewer Use Application must be approved by the Authority, complete with detail showing the type of connection, meter, and backflow device before any work is performed.

Please note that the Authority in no way guarantees that the available lines have the capacity or pressure adequate for your project's needs. It is the responsibility of the project developer, design consultant, and/or architects to determine, at their expense, the adequacy of the existing water system to fulfill their needs.

If you plan to make modifications to the water or sewer system, please submit design drawings to The Pittsburgh Water and Sewer Authority for approval.

Refer to the Pittsburgh Water and Sewer Authority (PWSA) website (<u>www.pgh2o.com</u>) for the complete "Procedure Manual for Developers". All tap in plans and applications must be submitted according to the manual.

If you have any questions please feel free to contact me at (412) 255-0841. Thank you.

Sincerely,

ichelle E Carrie Michelle E. Carney Engineering Technician III

mec

cc: PWSA File



## PITTSBURGH WATER AND SEWER AUTHORITY

## WATER AND SEWER AVAILABILITY LETTER REQUEST FORM

All persons planning to perform construction, demolition, or renovation work that will involve water and/or sewer services are recommended to complete this form and submit to PWSA. PWSA will review the request and reply to indicate if PWSA-owned water and/or sewer utilities are present at the site of the proposed work.

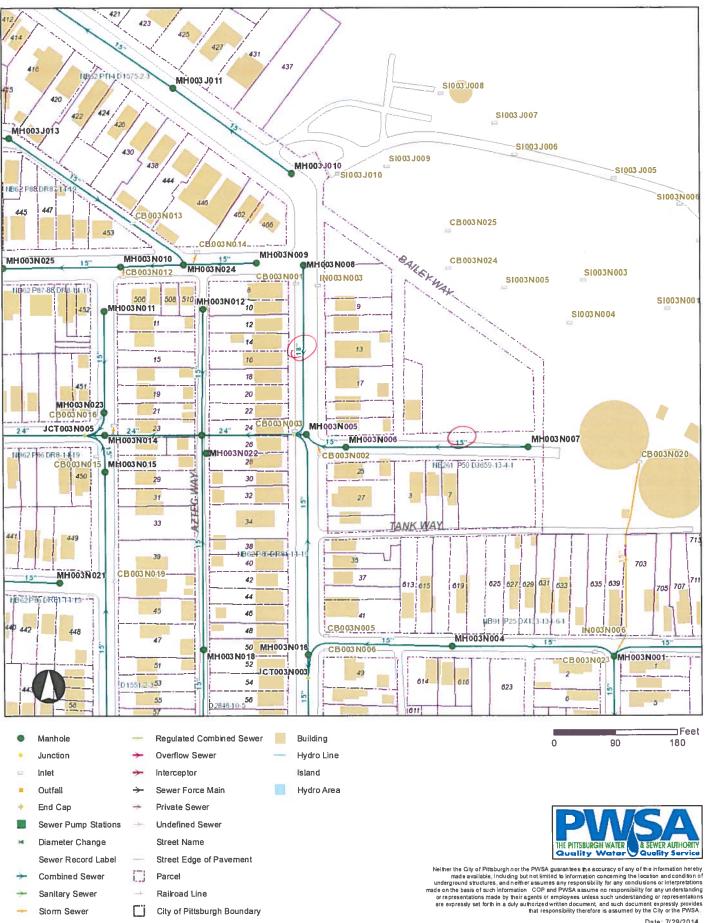
This request form is <u>required</u> for all of the following types of development. (Please note that the term "sewer" refers to sanitary sewers, combined sewers, and storm sewers.)

- 1. New water and/or sewer tap(s) for all approved/recorded subdivisions.
- 2. Change of Use and/or increase in water and/or sewer flows for residential development(s), commercial, industrial and institutional developments (i.e. total project sanitary flow is greater than 799 gallons per day).
- 3. New water and/or sewer tap(s) for all residential, commercial, industrial, and institutional developments.

Information to be s	ubmitted by the Applicant:
Information to be s	
Property Owner Nan	Bailey Park Partners LP.
Address of Property:	3-N-219,239,242,243,244,245,246,247,248;249
Proposed Use of Site	Residential Development
Closest street interse	etion to the property: Science Street and Beltzhoover Ave.
Requestor Name:	Angela Mayer Date of Request: 07/24/2014
Requestor Address:	22 South Linden Street, Duquesne, PA 15110
Requestor Phone Nu	unber: 412-469-9331
Please subm	iit the completed form to:       Pittsburgh Water and Sewer Authority         Engineering and Construction Division       JUL 2 8 2014         1200 Penn Avenue       Pittsburgh, PA 15222         Attn: Ms. Michelle Carney (mcarney@pgh20000)       By 20000 PMC
PWSA Use Only:	Water 10" Bailey Way; 20"+ 12" Beltzhoover Aut water 20" + 12" - Science St
PWSA Water Servio	ce Available: Yes No Size / Location: $20^{+} + 2^{+} - 3cience ST$
PWSA Sewer Servi	
Applicant must con Name of separate ag	act separate agency for water service:  Yes No gency:
PWSA Approval A	Name (printed) Michelle Carney 5
	Title Engineering Tech >

Disclaimer: The information provided by PWSA does not guarantee capacity of the PWSA-owned water and/or sewer lines to satisfy the needs of the proposed development. The permit application process required by PWSA evaluates the water demand and sewer flows of the development, as provided by the Applicant, and renders a decision on the capacity of the PWSA facilities.

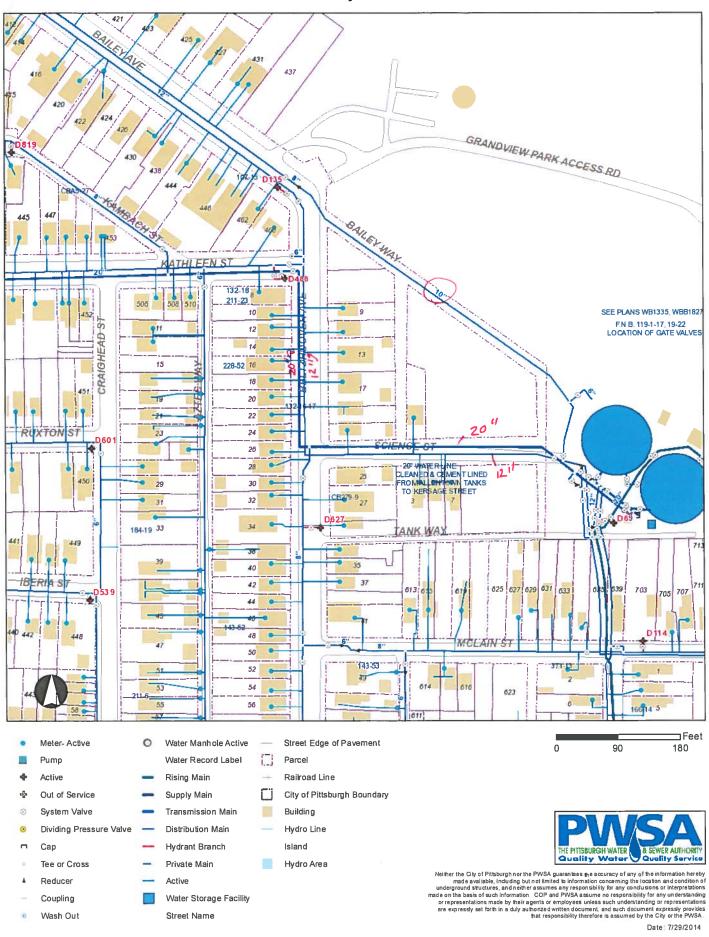
## **Bailey Park**



Date: 7/29/2014

# **Bailey Park**

1 1 1



# STREET DEDICATION PETITION

As of <u>911</u> of <u>Septence</u> in the year Two Thousand Twenty Twenty.

REGARDING DEDICATION OF RIGHT OF WAY: Zuzu Circle 15210

The below undersigned are in support of the dedication of Zuzu Circle to become a public right of way:

Marmel Address Address Tel. Email Rick ad Address 2020 4125762202/Deshantz.com

	A Carlo Stand Stand
	1 Martin Carl

# STREET DEDICATION PETITION

As of <u>11th</u> of <u>September</u> in the year Two Thousand Twenty Twenty.

**REGARDING DEDICATION OF RIGHT OF WAY:** Zuzu Circle 15210

The below undersigned are in support of the dedication of Zuzu Circle to become a public right of way:

Name	Address	Tel.	Email	
Laren Shastri	221 Zuzu Circl	.e 412-759-1	1330 kshastri@katz.	pitt.edu
Karen A Shastri				

# STREET DEDICATION PETITION

As of \_\_\_\_\_\_ of \_\_\_\_\_ in the year Two Thousand Twenty Twenty.

**REGARDING DEDICATION OF RIGHT OF WAY:** Zuzu Circle 15210

The below undersigned are in support of the dedication of Zuzu Circle to become a public right of way:

Name Ryan Barlow	Address 231 Zuzu Circle	Tel. 412-916-7992	Email rbarlow7@gmail.com

SAP#

**REFERENCE #** 

**R/W**#

LINE#

Line List #

#### <u>Pennsylvania</u> <u>GAS PIPELINE EASEMENT GRANT</u>

FOR THE CONSIDERATION of ONE DOLLAR \$ 1.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged. I/we, BAILEY PARK PARTNERS L P, whose tax mailing address is 650 Washington Road, Suite 400, Pittsburgh, PA 15228, the landowner(s) of the SUBJECT PROPERTY, herein called "Grantor", hereby grants, conveys and warrants unto Peoples Natural Gas Company LLC located at 375 North Shore Drive, Suite 600, Pittsburgh, Pennsylvania, 15212, herein called "Grantee", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of (not to exceed 8"), abandon and remove one underground pipeline, including valves, cathodic protection equipment and other appurtenances necessary thereto, for the distribution of natural gas and other gaseous products over, across, through, and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

#### SUBJECT PROPERTY

SITUATED in the 18<sup>th</sup> Ward, City of Pittsburgh, Allegheny County, Pennsylvania, being a tract of 2,180 square feet conveyed to Grantor by Phil Delmer, under the date of August 12, 2013 and recorded in the office of the clerk of the Allegheny County Commission in Deed Book 15342 at Page 309, Tax Map 3-N Parcel Number 233. Bounded substantially by lands now or formerly owned as follows:

North by	3-N-234
East by	3-N-237
South by	3-N-232
West by	Beltzhoover Avenue

The pipeline laid pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee, but in no event to exceed twenty (20) feet. Said Easement being approximately 100 feet across the subject property in the location approximately shown on Peoples Natural Gas Company drawing dated 9/16/2014 attached hereto.

The Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this GAS PIPELINE EASEMENT GRANT, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline or appurtenances constructed hereunder.

The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements *[such as but not limited to drain tile, fences, driveways, walks, buildings]* in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. The Grantee shall compensate the Granter for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Grantee's easement area. Any controversy, claims or dispute between and among the parties to this grant concerning damages will be settled by binding arbitration in accordance with and pursuant to the latest Commercial Arbitration Rules of the American Arbitration Association. There shall be three disinterested arbitrators, one chosen by the Grantor and Grantee will be responsible to pay one half of the total arbitration costs. With respect to any controversy, claim or dispute that is subject to arbitration under the terms herein, no suit at law or in equity based on an arbitrable dispute or controversy will be instituted by either party, except to enforce the award of the arbitrators. Should any party herein institute any suit in contravention of the terms herein, that party shall bear the costs of any reasonable attorney fees and court costs incurred by the other party.

This GAS PIPELINE EASEMENT GRANT is perpetual and shall extend to and be binding upon the Grantor and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and can not be changed in any way except in writing signed by the Grantor and Grantee.

IN WITNESS WHEREOF, Grantor(s) hereby contents, terms, conditions, restrictions, and effects of this <i>GRANT</i> , by executing this document in, 20	acknowledge that they understand and agree to all the instrument and grant this GAS PIPELINE EASEMENT, on the day of
WITNESSES	LANDOWNER(S)
	Bailey Park Partners L P
Sign	Sign
Print	Print_Justin Cipnani
	Its:
CORPORATE ACK	NOWLEDGMENT
commonwealth of Pennsylvania	
COUNTY OF Allegheny	
1, Patie Jakich	, a Notary Public in and for said County, do
certify that UUStin Cipriani	who signed the writing above, bearing date the
26 day of September, 2014	L, for Bailey Park Partners Li
a corporation, has this day in my said County, before me, ack	snowledged the said writing to be the act and deed of said
corporation.	
Given under my hand this day of	tember, 2014.
	Notary Public
My Commission expires: Oct. 1, 2018	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL KATIE ANN YAKICH Notary Public CITY OF PITTSBURGH, ALLEGHENY COUNTY My Commission Expires Oct 1, 2018

One-Call Notification – Pennsylvania laws require all parties to contact the "ONE-CALL SYSTEM" (PA ONE-CALL, 1-800-242-1776) at least 72 hours before digging or excavating.

This Instrument Was Prepared By: Peoples Natural Gas Company, Revised February, 2010

PA D LP Std. #8-BAILEY PARK.doc

Return Recorded Agreement to: Janice Saltzman Peoples Natural Gas Company 225 North Shore Drive Pittsburgh, PA 15212