

WATER & WASTEWATER SERVICE REPAIR AGREEMENT

PURPOSE

The purpose of this Agreement is to set forth the terms and conditions pursuant to the City of Hutchinson’s Water and Wastewater Service Repair Policy, in which the City of Hutchinson (the “City”) will repair private water and/or wastewater service line(s) of the undersigned customer.

Property address: _____

City ID: _____

Water service

Sewer service

Customer name: _____

Property owner name: _____

Property owner telephone: _____

Property owner email: _____

This Agreement anticipates the City will perform work or award a contract for the work to be performed under this Agreement.

CONSIDERATION

Each party agrees that the promises made by the other party and the benefits to be derived from their execution are full and sufficient consideration for entering into this Agreement.

THE CITY WILL

1. Conduct an inspection of the service line between the main and the building foundation (approximately four feet (4’) from the outside of the building’s foundation wall).
2. Maintain, repair or replace services, as necessary. Cover costs up to the maximum limit identified in the City’s fee schedule.
3. Verify operation of stand pipe valves, curb stops and/or sewer cleanouts. These will be installed, maintained, repaired or replaced, as necessary. The costs for installation, maintenance, repair or replacement of these shall be included in total service repair costs.
4. Disconnect and cap abandoned private service lines at the main, as necessary. Remove abandoned service lines from public property and leave abandoned service lines on private property. The property owner may coordinate with the City to fully pay direct costs associated with removal of abandoned service lines on private property.

5. Restore areas of turf disturbed by such work, to include grading, fertilizing and seeding of turf areas on the property up to the building. Restoration does not include exterior landscaping, other than turf. The City does not warranty turf restoration.

Restoration does not include any work on any building. Restoration does not include plumbing fixtures or plumbing work necessary past four feet (4') from the outside wall of the building foundation.

6. Do the work or ensure that any contractors doing the work provide adequate insurance to protect the City and property owner against any loss that may result from damage caused by negligent operations on the customer's property. The City shall require that contractors provide the City with a certificate of insurance identifying such coverage.
7. Guarantee that any work done shall be free from defects in material and workmanship for a period of one year from its completion, excluding restoration as described herein.

THE OWNER WILL

1. Warrant and represent that he/she/they are either the owner of the property or certify to the City's satisfaction that they have or have been given the legal right to occupy the property and represent the owner in this Agreement. If the customer is not also the property owner, the customer shall identify the owner of the property in this agreement and the property owner shall also be required to execute this Agreement, along with the customer, prior to work commencing.
2. Permit temporary access and right of entry to and upon the above-referenced property to the City and the City's designated contractor(s) for the purpose of inspections, repairs, construction and testing of service lines and shall provide such access until the guarantee period of one year expires.
3. Provide clear, unobstructed access to the area where service lines enter the building foundation, to include removal of outdoor structures, landscaping features or other impediments to performing work up to within four feet (4') from the building foundation.
4. Assume full responsibility for any necessary maintenance, repair or replacement of the water or sewer system past the point of repair at the building foundation.
5. Provide necessary watering and care to the seeding installed during restoration of turf areas. Turf restoration is not warranted by the City. Subsequent turf restoration and restoration of landscaping features is the property owner's responsibility.
6. Hold the City, its employees and agents and the City's designated Contractor(s) harmless and free from any claim or liability for damage done in performance of the service line repair work.

OTHER

The venue for causes of action shall be McLeod County, State of Minnesota.

Service lines shall be repaired, maintained or replaced pursuant to existing City of Hutchinson Water and Wastewater system rules, regulations and policies.

Signed by the Owner(s) this _____ day of _____ 20____.

Customer – Signature
Customer – Print Name

Owner Signature
Owner - Print Name

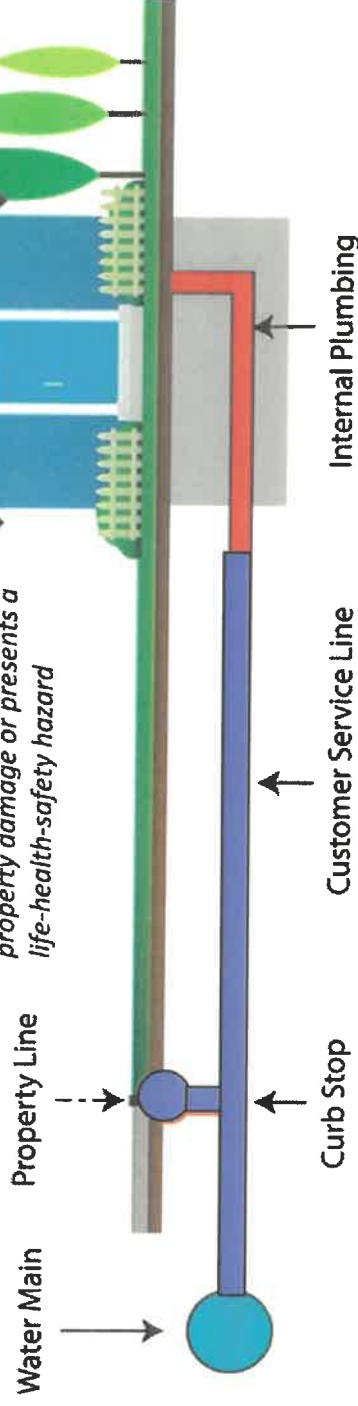
Land Contract Holder(s) – Signature
Land Contract Holder(s) – Print Name

Signed by the City this _____ day of _____ 20____.

Public Works Director
or Designee – Signature
Print Name/Title

Water Service Responsibilities

In any case, the City reserves the right to initiate repairs at the customer's expense if the service leak is causing potential property damage or presents a life-health-safety hazard



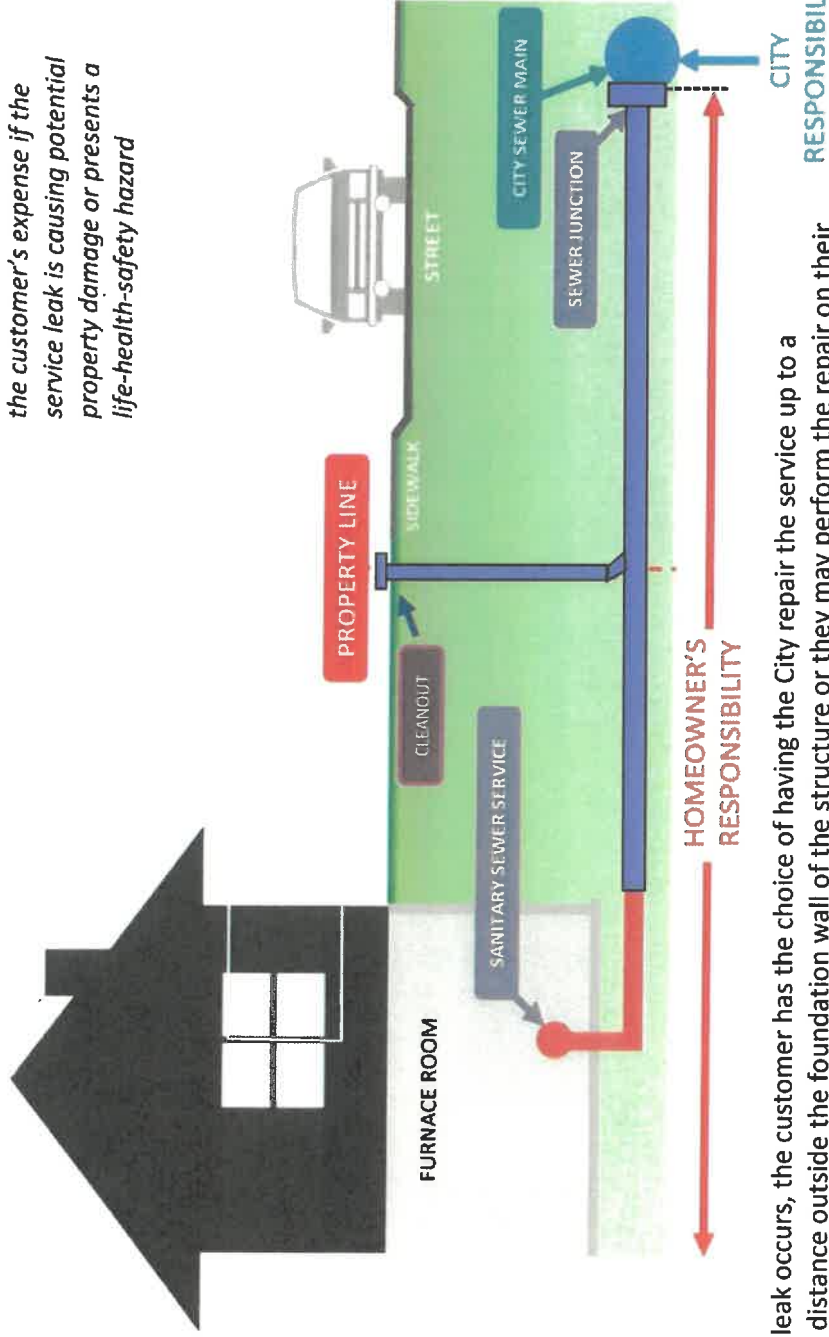
If a service leak can be stopped by closing the curb stop, the customer has the choice of having the City repair the service up to a reasonable distance outside the foundation wall of the structure or they may perform the repair on their own. Water may be turned off until repairs to the service line are certified by the City.

If a service leak cannot be stopped by closing the curb stop, the City will initiate repair of the service. If the repair extends onto private property, the customer has the choice of having the City repair the service up to a reasonable distance outside the foundation wall of the structure or to perform the repair on their own. The City will not conduct work on private property without an agreement with the property owner.

The City provides this service at its discretion, beyond requirements in the City Code and may impose a reasonable fee for such service. Costs of \$0 - \$8,500 (or as identified in most recent fee schedule) will be covered 100% by the City, including work on private property if an agreement is in place. Costs over \$8,500 will be the customer's responsibility.

Wastewater Service Responsibilities

In any case, the City reserves the right to initiate repairs at the customer's expense if the service leak is causing potential property damage or presents a life-health-safety hazard



If a service leak occurs, the customer has the choice of having the City repair the service up to a reasonable distance outside the foundation wall of the structure or they may perform the repair on their own. Water will be turned after repairs to the service line are certified by the City.

The City will not conduct work on private property without an agreement with the property owner.

The City provides this service at its discretion, beyond requirements in the City Code and may impose a reasonable fee for such service. Costs of \$0 - \$8,500 (or as identified in the most recent fee schedule) will be covered 100% by the City, including work on private property if an agreement is in place. Costs over \$8,500 will be the customer's responsibility.