

RIGHT OF ENTRY AGREEMENT FORM

Lead Service Line Replacements



WATER SERVICE LINE REPLACEMENT AGREEMENT

In consideration of the City of Benton Harbor's (the "City") efforts to remove lead water services, the owner has given permission per the attached signed agreement to the City and/or its officials, employees, or contractors to excavate, investigate, and replace non-copper water services on the property described below:

The street address for this property is:

The Owner will permit temporary access and right of entry to and upon the above-referenced property to the City and the City's designated contractor(s) to perform investigation, inspection, construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period.

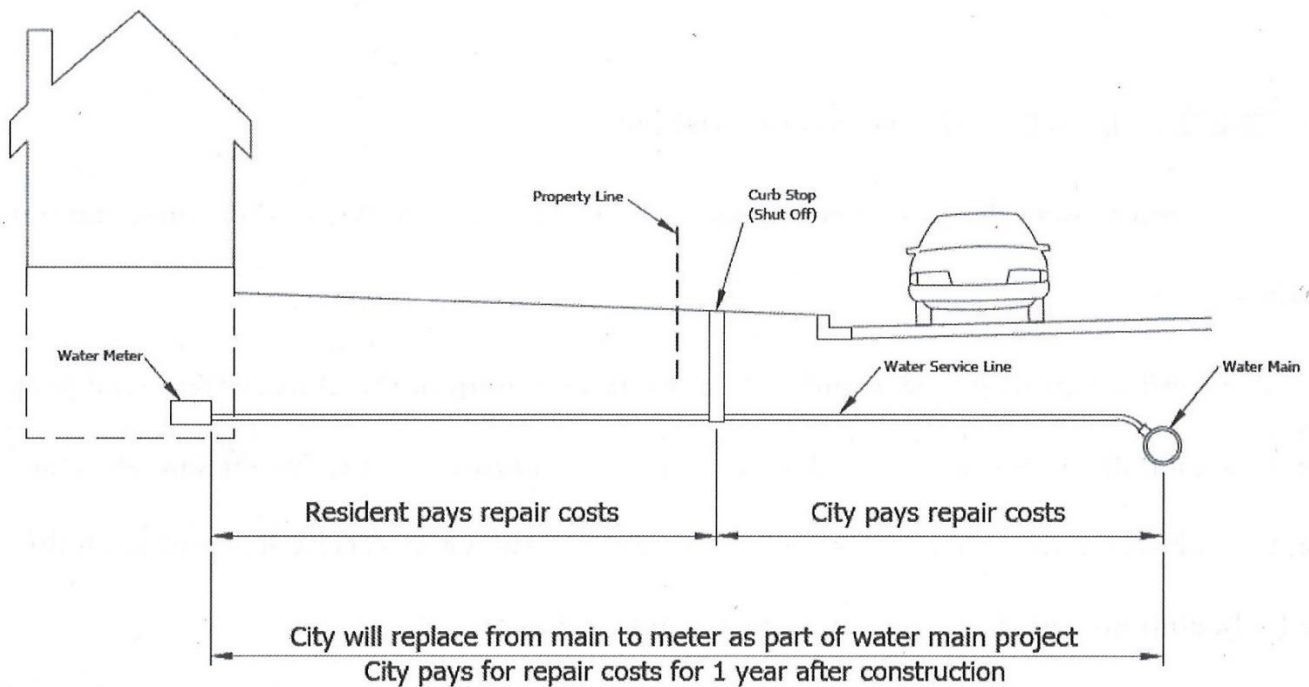
As Owner, I understand and acknowledge that the work will be performed under the following provisions:

1. The service replacement is mandated by the State of Michigan Lead and Copper Rule. I understand the City is not permitted to re-establish water service to the water main until my lead/galvanized water service is completely replaced.
2. A new copper private water service line will be constructed at the City's expense, from the curb box in the public right-of-way to the water meter on the Owner's property including the meter setting and any necessary connections to reset the water meter. The existing service line will be disconnected and capped off.
3. All property disturbed by construction will be restored, including seeding of grass areas on the property and restore the interior portions of the building on the property disturbed by such work.
4. The contractor doing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property, and require the contractor to provide the City with proof of such coverage.

5. The City guarantees that any work done shall be free from defects in material and workmanship for a period of one year from its completion.

THE PROPERTY OWNER'S/OWNERS' OBLIGATIONS.

1. Confirm that the Owner(s) is/are the only owner/owners of the above referenced property and provide adequate proof thereof;
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) to perform construction and testing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period;
3. Assume full responsibility for the maintenance, repair, and replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period of one year, the responsibility of each party (City and the Owner) shall be as shown on the diagram below; and
4. Hold the City harmless and free from any claim or liability from any lawsuits, claims, injuries or damage done in performance of the water service line replacement work.



MISCELLANEOUS TERMS.

1. The responsibility of the maintenance, repair and the replacement of the water service located in the public right-of-way will be pursuant to City of Benton Harbor Water System Rules and Regulations.
2. This Agreement is a legally binding document and your signature will commit you to its terms. You acknowledge that you have been advised to discuss all aspects of this Agreement with an attorney, that you have carefully read and fully understand all of the provisions of this Agreement, and that you are voluntarily entering into this Agreement.

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

Owner – Signature

Owner - Signature

Owner – Print Name

Owner – Print Name

Property Address _____

Owner Phone Number _____