

CITY OF OXFORD

LEAD WATER SERVICE LINE REPLACEMENT AGREEMENT

This Lead Water Service Line Replacement Agreement (“Agreement”) is made and entered into this _____ by and between the City of Oxford (“City”) whose address is 15 South College Avenue, Oxford, Ohio 45056 and the Owner of certain Property. “Owner” and “Property” are defined herein. The City and Owner are herein referred to as “Parties”.

RECITALS

WHEREAS, it has been determined that the use of lead water service pipes is detrimental to human health and that the replacement of City water pipes with non-lead pipes will reduce residents’ exposure to lead;

WHEREAS, pursuant to the provisions of Section 921.08, of the City of Oxford Ordinances and City of Oxford Water and Sanitary Sewer Specifications Manual, property owners shall maintain, repair and replace the portion of the water service line beginning at the curb box to the Residence (the “Private Service Line”) and the City shall maintain and repair all water service lines from the water main to the curb stop (the “Public Service Line”);

WHEREAS, the City is undertaking a project to replace lead water service lines in compliance with the Safe Drinking Water Act and Ohio EPA Drinking Water Assistance Fund regulations, namely the replacement of both the Private Service Line and Public Service Line (the “City of Oxford Lead Water Service Replacement Project”);

WHEREAS, the City will inspect and replace water service pipes in the Public Service Line if it is found to contain lead or galvanized iron pipe that has been downstream of any leaded pipe. The inspection and replacement to be at no cost to the Owner;

WHEREAS, Owner consents to the inspection and replacement by City of the Private Service Line, City acknowledges and accepts Owner’s consent and will inspect and replace the water service pipes in the Private Service Line, and Owner acknowledges and understands that Owner shall be responsible for all future repairs and maintenance of the replaced water service lines in the Private Service Line;

WHEREAS, the individuals or entities listed in the signature line (collectively referenced herein, whether one or more owners, as “Owner” or “Owner(s)”) represent and affirm that they own the real property located at:

_____,
including but not limited to the residence (“Residence”) located thereon, (together referenced herein as the “Property”), and that the Owner has the authority to enter into this Agreement;

WHEREAS, the Owner may delegate authority for its obligations hereunder to another individual (“Owner’s Representative”) if the Owner provides the City with written notification authorizing the Owner’s Representative to act on the Owner’s behalf under this Agreement and in such notification provides the Owner’s Representative’s contact information; and

WHEREAS, the City and its Contractors will require access to the Property including the Residence thereon, in order to perform the Work as described herein, including but not limited to the installation of a new underground water service line.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Recitals Incorporated.

1.1. The Recitals set forth above are material terms of this Agreement and are incorporated in their entirety by reference in this Section 1.1.

2. Work Performed.

2.1. Work Performed. The work to be performed by the City or its Contractor, described in this Section 2, is referenced in this Agreement as the “Work”.

2.1.1. Lead Service Replacement. The City and its approved contractor (“Contractor”) will install a new City underground water service line connection from the water main located in City street to a new City curb box, and then into the Owner’s Residence where it will connect to the existing water meter. The City will determine the location of the installation of the water service connection which, in most instances, will be in close proximity to the original location. The City and its Contractor will take precautions to minimize damage to the Property and the interior and exterior of the Residence.

2.1.2. The City or Contractor will discuss the measures to be used to install the Private Service Line with the Owner or the Owner’s Representative.

2.2 Restoration. The City or its Contractor will perform the restoration work described herein.

3. Right of Access, Pre-Meeting, Clearance of Work Area, and Notice.

3.1. Right of Access. The Owner grants the City and its Contractor, and their respective employees and agents, the right to enter the Property, including the Residence, to perform the Work described herein and for the Pre-Meeting described in Section 3.2 below. Such access shall be provided between the hours of **8 a.m.** and **4 p.m. Monday through Friday** unless otherwise agreed to by the Owner and the City.

3.2. Pre-Meeting. Before beginning any Work under this Agreement, the City or its Contractor will schedule a pre-meeting with the Owner or the Owner’s Authorized

Representative, as applicable, at which meeting the following will be discussed: (i) the methods of Work; (ii) the timing of the Work; (iii) where on the Property, including the Residence, the Work will be performed; (iv) which areas of the Residence need to be cleared by the Owner prior to commencement of Work (per Section 3.3 below); and (v) possible items of restoration (per Section 4 below).

3.3. Owner's Responsibility to Clear Work Area. It is the Owner's obligation hereunder to prepare a proper work environment for the Contractor to perform the Work, meaning that the interior and exterior of the Residence where the Work will be performed will be clear of clutter and other impediments.

3.4. Notice. The City or its Contractor will notify the Owner (or Owner's Representative) not less than twenty-four (24) hours in advance of the date the Work is to be performed. Forms of communication may include, but are not limited to: email, phone contact, mail, or door hanger.

4. Restoration.

4.1. The City will be responsible for restoration as follows:

4.1.1. Upon completion of the Work, the City or its Contractor will restore the exterior of the Residence to its former condition as nearly as practical at no cost to the Owner.

4.1.2. Where an opening/hole of a foundation wall in the Residence occurs in the performance of the Work described herein, as described in Section 2 above, the opening will be sealed by the City or its Contractor. Any other restoration of the interior of the Residence shall be the responsibility of the Owner.

5. Ownership; Warranty.

5.1. Ownership by City. Upon completion of the Work, the City shall own and maintain the Public Service Line.

5.2. Ownership by Owner. Upon completion of the Work, the Owner shall own and maintain the Private Service Line and shall ensure that any future repairs, made outside of this Agreement, comply with all applicable laws and regulations. Notwithstanding the foregoing, the City will warranty the material and workmanship of the portion of the Work performed on the Private Service Line owned by the Owner for twelve (12) months following installation.

6. Indemnification.

6.1. The Owner agrees to indemnify and hold harmless the City, its Contractors, its officers, employees, and agents from any and all claims, damages, or liabilities arising out of or related to the Owner's future maintenance and repair of the replaced water service line. The Owner hereby waives any right of subrogation related to the Work. The provisions herein shall survive the expiration or termination of this Agreement and shall continue until expiration of all limitation periods applicable to any causes of action which may arise from the Work.

7. Term.

7.1. This Agreement shall remain in full force and effect until completion of the Work.

8. Termination.

8.1. Prior to commencement of the Work hereunder, this Agreement may be terminated by the City or by the Owner by giving written notice of termination to the other. Once the Work has begun, this Agreement may only be terminated by agreement of the Owner and the City.

9. General Provisions.

9.1. Force Majeure. If either Party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the City shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including, but not limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. If either Party is

unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

9.2. Counterparts. This Agreement may be signed in counterparts, and the counterparts, when taken together, shall be considered one original and enforceable document. Each and all of the counterparts may be exchanged through electronic means such as facsimile, email, PDF, etc., and each such counterpart will be deemed an original.

9.3. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. The foregoing terms represent the only consideration for signing this Agreement; no other promises or agreements of any kind have been made to or by the Parties or their counsel, or to or by third parties, to cause the parties to execute this Agreement. No changes, modifications and/or amendments to this Agreement shall be effective unless made in writing and executed by all the Parties.

9.4. Binding Effect. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, administrators, assigns and successors-in-interest of each of the Parties.

9.5. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

9.6. Headings. The headings within this Agreement are for the purposes of reference only and shall not limit or otherwise affect any of the terms of this Agreement.

9.7. Severability. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall: (i) be reduced to the minimum extent necessary to be legal and valid, as long as the revised provision remains consistent with the intent of the Parties

expressed herein; or (ii) if the foregoing is not possible, deemed to be severed and deleted. Neither such revision nor such severance and deletion shall affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions stated is accepted as of the later date this document is signed by both parties.

City of Oxford

By _____

City Manager

Date: _____

Owner

By _____

[If more than one owner.]

Owner

By _____

Date: _____

OWNER(S) CONTACT INFORMATION:

Name(s) [Please Print]:

Email address: _____

Telephone No.: _____

Additional email addresses and/or telephone numbers:

If Owner(s) wish to designate another individual to act as their Authorized Representative under the Agreement, please complete the following section:

DESIGNATION OF AUTHORIZED REPRESENTATIVE:

As Owner(s) of the Property, I (we) hereby authorize the individual listed below to act on my (our) behalf for all purposes under this Agreement.

Name(s) [Please Print]: _____

Email address: _____

Telephone No.: _____

Owner(s) Signatures _____

Date: _____