

**AUTHORIZATION TO REPLACE PRIVATE LEAD SERVICE LINE**  
**(OR PRIVATE GALVANIZED STEEL SERVICE LINE DOWNSTREAM OF A KNOWN LEAD SERVICE)**

Temporary Easement for Construction, and Hold Harmless Agreement

The owner of the property at the physical address below    OWNER NAME  
("Owner") grants to Watertown Utilities and its employees, agents, and contractors and to the City of Watertown building inspector and his or her designees ("City building inspector"), the right to enter and access the following real property:    PROPERTY ADDRESS  
and the improvements thereupon ("Property") for the purpose of removing and replacing the private water service line at the Property if it is determined to be either lead or galvanized steel and downstream of a lead water service. Additionally, the Owner grants to Watertown Utilities and its employees, agents, and contractors and to the City building inspector and his or her designees the right to enter and access the Property prior to engaging in any removal or replacement activity in order to verify that the private water service, or a portion thereof, is made of lead or is galvanized steel and has been known to have had contact with a public lead service.

The Owner and Watertown Utilities agree to the following:

- (1)    Compliance with Laws. All work performed on the Property by Watertown Utilities or its employees, agents, or contractors, shall be conducted in compliance with all federal, state and local laws, orders, regulations, and ordinances.
- (2)    Scope of Work. The Scope of Work shall be set forth in the Narrative Description of Private Lead/Galvanized Steel Service Replacement.
- (3)    Representative on Site. Owner, or Owner's tenant who must be at least 18 years old, will be at the Property on the date and at the time scheduled for the water service line replacement.
- (4)    Hours. Watertown Utilities and the City building inspector shall have access to the property as needed to perform and inspect the work during regular business hours after lateral installation.
- (5)    Insurance. Watertown Utilities shall require its contractors and subcontractors to maintain liability insurance coverage which includes Watertown Utilities, the City of Watertown, their employees, and design consultant, as additional insureds under the policy.
- (6)    HOLD HARMLESS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION OF THE CITY OF WATERTOWN. In consideration for participation in the 2025-2027 Lead Water Service Line Replacement Program provided by the City of Watertown, at reduced cost, I, the undersigned, in full recognition and appreciation of any dangers and hazards inherent in lateral replacement and other necessary activities inherent to this type of construction on private property to which myself, and those present on my property will be exposed to, do hereby voluntarily agree to assume all of the risk and responsibilities surrounding my property, and further, I do for myself, my heirs, and personal representative(s), hereby agree to defend, hold harmless, indemnify, release and forever discharge the City of Watertown, its affiliated, officers, officials, departments, committees, employees, agents, representatives, successors, assigns and volunteers from and against any and all claims, demands, actions or causes of actions of any sort on account of my participation, including but not limited to damage to personal property, personal injury, or death which may result. I further understand that any costs incurred for medical treatment or illness or injury resulting from the lateral replacement construction on my property shall be my sole and exclusive responsibility.

I, the undersigned, agree and intend that this Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement extends to all acts, failures, negligence or otherwise and is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin in which the activities are being conducted and that if any portion thereof is held to be invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect.

I have read this Release, Waiver of Liability, Assumption of Risk, and Indemnification Agreement, and fully understand its terms. I understand that I have given up substantial rights by signing it and intend by my signature(s) for it to be a complete and unconditional release of any and all risk and liability to the greatest extent allowed by law.

(7) Duration. The temporary construction easement shall be effective as of the date indicated below by Owner and shall remain in effect until completion of the construction or upon written request for cancellation and acceptance by both parties. All other terms of this agreement shall remain in effect, including but not limited to those outlined in section 6 above.

(8) Conformed Copies Valid. Owner shall return this signed agreement in the enclosed, self-addressed, postage paid envelope to Watertown Utilities at PO BOX 477 Watertown, Wisconsin by no later than two weeks (14 days) from the date of receipt of this agreement.

Today's date: \_\_\_\_\_

Please sign below before returning this form to Watertown Utilities.

I, OWNER NAME am the owner of the  
property at PROPERTY ADDRESS.

**Watertown Utilities:**

Print Name: Pete Hartz

Sign: Pete Hartz

Title: Watertown Water Systems  
Manager

**Owner:**

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

This form is to obtain your consent for Watertown Utilities and its contractors to replace your private water service line, due to the determination that the service line is made of either lead or galvanized steel that is downstream of lead service. We believe your water service line is made of lead or galvanized steel, which pose a significant health threat.

Watertown Utilities is engaged in a program to replace lead or galvanized steel water service lines in the City of Watertown for the 2025-2027 lead service reconstruction areas. Watertown Utilities plans to replace all public and private side water service lines believed to be made of lead or galvanized steel. The public side of the water service extends from the water main to the curb stop, also called the shut-off valve. Ordinarily, the privately-owned side of a water service line, meaning the portion of the line that extends from the curb stop to the water meter inside a property, is the sole responsibility of the property owner. However, starting in 2025 and continuing through the end of 2027, Watertown Utilities will receive a grant from the Wisconsin Department of Natural Resources (DNR) to aid in the expense of replacing the privately-owned side of lead or galvanized steel water service lines. Additionally, Watertown Utilities has an existing program with the Public Service Commission of Wisconsin (PSCW) to provide a grant of no more than one-half of the customer's replacement cost up to a maximum of \$5,000. Any remaining amounts due after allocation of the DNR and PSCW grants will be financed with the property owner over a 10-year period with an annual interest rate of 2.5%.

The expense of removing and replacing your private water service line, if determined to be made of lead or galvanized steel, will be wholly or partially covered by the DNR and PSCW grants if you authorize Watertown Utilities to arrange for the removal and replacement and provide Watertown Utilities, its agents and contractors, the City of Watertown building inspector, and the building inspector's designees, with access to your property for that purpose. Moreover, if it is determined that the location of your water meter or your connection to the public water system, or both, must be moved to comply with City ordinances, the work can be done in conjunction with the water service line removal and replacement and the expense will be covered by the DNR grant.

You must sign and submit this agreement for Watertown Utilities to replace your water service line. You own the water service line, and Watertown Utilities will replace it with your consent.

## Narrative Description of Private Lead/Galvanized Steel Service Replacement

### SCOPE OF WORK



1. Owner hereby authorizes Watertown Utilities, its employees, agents, and contractors, and the City building inspector and his or her designees, to enter upon the Property to do the following:
  - a. Ascertain whether the private water service line is made of either lead or galvanized steel that is downstream of a known lead service.
  - b. If the private water service line is made of lead or galvanized steel, to remove and replace the water service line with copper piping from the curb stop up to and including the water meter set in the basement.
  - c. If deemed necessary, relocate the water meter, or relocate the connection to the public water system, or both, to conform to City ordinances.
2. The replacement of the water service line is expected to be conducted by excavating at the curb stop, pulling or boring new water service piping, penetrating through the basement wall or floor, installing inlet and outlet valves and connecting the meter setting to the building's internal plumbing. A hole will be made in the basement floor or wall to accept the water service line. If this pulling and boring technique cannot be used, as determined by Watertown Utilities or its employees, agents, or contractors, an open cut excavation will be made from the curb stop to the foundation wall in which water service piping will be placed. From there, the replacement shall be conducted by penetrating through the basement wall or floor, installing inlet and outlet valves and connecting the meter setting to the building's internal plumbing. The service line will be grounded in compliance with applicable building codes.
3. Extraordinary physical or other structural obstacles, such as porches, stairs, walls, private walks, or fences that must be removed will be restored "in-kind" if deemed necessary to perform the private water service line replacement.
4. Watertown Utilities, its employees, agents, and contractors, shall restore the exterior work site to its pre-replacement condition as follows:

- a. Restoration of the Owner's side of the private water service line is limited to the excavation and impacted lawn areas. Impacted lawn areas shall be backfilled to include no less than 6" of topsoil.
  - b. The hole in the basement wall or floor made to accept the water service line shall be patched within three days.
5. Owner shall be responsible for the restoration or repair of any removed non-structural obstacles, such as, but not limited to landscaping, trees, shrubs, and flower beds.
6. Watertown Utilities, its employees, agents, and contractors, shall keep the Property free of liens resulting from the private lead or galvanized steel service line replacement activities.
7. Watertown Utilities anticipates that the excavation for the pulling and boring technique will be six (6) feet by eight (8) feet at the curb stop. If open cut excavation must be used, the excavation will be approximately three (3) – five (5) feet wide from the curb stop to the foundation wall.
8. The owner will continue to own the water service materials being replaced by the City between the curb stop and the water meter & in the home, and shall continue to own/be otherwise responsible for the water service materials beyond the curb stop & in the home
9. Contractors of Watertown Utilities engaged to complete the replacement of the private water service line will televise the private sanitary sewer lateral before completing any construction activities on-site and will televise the private sanitary sewer lateral following the completion of the private water service replacement. Owner has right to view both the pre-construction and post construction televising of their private sanitary lateral within 10 days of the completion of the private water service replacement.

Unless Owner notifies Watertown Utilities of any damage to the private sanitary sewer within 10 days after reviewing the televising, Owner hereby releases and holds harmless Watertown Utilities, its employees, the City of Watertown, its employees, and the City building inspector and his or her designees, from any and all damages, losses or injuries caused by or which relate to the replacement of the private water service in any way whatsoever, including damages or losses which were caused, in whole or in part, by negligence.