

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 OHRMUNDT STEVEN ("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: 1304 CENTER ST 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.