



**CITY OF ST. PETERS
WATER SERVICE LINE REPAIR APPLICATION**

Address of Request for Repair: _____
(Nearest Cross Street: _____)

The property is: owner occupied tenant occupied vacant

Owner Name: _____

Mailing Address: _____

City/State/Zip: _____

Daytime Phone: _____ Evening Phone: _____

Owner/Tenant E-Mail address: _____

If Tenant Occupied:

Tenant Name: _____ Tenant Phone: _____

As owner/owner's agent of the property, I certify that I have the authority to and do consent to the performance of water service line repair work on and about the property described in the application and will not interfere with the work to be performed by the Contractor selected by the City of St. Peters and shall reimburse City for all expenses incurred by City on applicant's behalf in the event the applicant withdraws permission to proceed or otherwise interferes with performance of work authorized under this program. Repairs are subject to City of St. Peters Ordinances and the City of St. Peters Water Service Line Repair Program Rules and Regulations.

A. Property owner initials _____

As owner of the property, I certify that neither I, nor anyone on behalf of the owner will make any claim against or seek any relief from City of St. Peters arising out of or in connection with any work done or any action taken in connection with the Water Service Line Repair Program.

B. Property owner initials _____

As owner of the property, I also understand and agree that City of St. Peters is not responsible for the actions of the Contractor making the water service line repairs. I also agree to indemnify City of St. Peters and hold City of St. Peters harmless from any and all claims arising out of the applicant's participation in, work performed by and actions taken in connection with the Water Service Line Repair Program.

C. Property owner initials _____

As owner of the property, I understand that water service line repair includes only the patching or replacement of a defective water service line, including associated digging and the replacement of dirt and seed and straw of affected areas. The program does not include replacement of landscaping or ornamental structures and will not include replacement of structural facilities. I also understand that water service line repair program does not include repair or replacement of water service lines damaged as a result of earthquake or any other act of God nor thawing of frozen service lines.

D. Property owner initials _____

As owner of the property, I understand that a City employee will perform an inspection of the site and the approximate location of the leak must be evident. If the leak is not obvious, the property owner will be responsible for contracting with a private service to locate the leak. These private companies may be found in the Yellow Pages or on the internet under Leak Detecting Services, and Plumbing Contractors. The maximum reimbursement for leak detection is \$350, and must be authorized prior to commencing work. This reimbursement will be applied towards the maximum coverage amount of \$3,000.00

E. Property owner initials _____

As owner of the property, I understand that the Water Service Line Repair Program does not pay for any repairs under or on the inside of the structure, on irrigation lines or on branch service lines to structures other than the main residence. The Water Service Line Repair Program does not pay for locating, raising, straightening, or cleaning out stop boxes. Some water line repairs may require work under, through, or on the inside of the structure. I understand that I, as the homeowner, will be responsible for any costs of those repairs, and will negotiate directly with the Contractor, or another Contractor, for said repairs. Any charges associated with these said interior repairs are my responsibility and will not be covered by the Water Service Line Repair Program

F. Property owner initials _____

As owner of the property, I certify the water account for this property is current as of the date of submitting this application. I understand that if the water bill is not current, this application will not be processed and the request for repair will be denied.

G. Property owner initials _____

As owner of the property, I may be responsible for the repair or replacement of the property or items on the property not covered by the City. If necessary, I, as property owner, will make necessary repairs to the property to bring the property to a condition substantially similar to the condition of the property prior to participation in the program within six months or other time as may be established by the Director. Specifically, as owner I may be responsible for repair/replacement of accessory structures which may include fences and walls.

H. Property owner initials _____

As owner of the property, I certify that no portion of the repairs for which I am applying is covered by insurance and that I may be required to produce a copy of my insurance if participating in this program.

I. Property owner initials _____

As owner of the property, I acknowledge that the owner is a third party beneficiary to any contract for water service line repair work.

J. Property owner initials _____

As owner of the property, I acknowledge and understand that the removal and/or replacement of any landscaping is **NOT** covered in this program and is the responsibility of the homeowner.

K. Property owner initials _____

As owner of the property, I understand that the Water Service Line Repair Program covers excavation, repair or replacement of the water service line, backfilling with the same dirt/material that was removed, and seeding and strawing of the disturbed portion of the yard. Additional lawn restoration work, including raking, jetting, tamping, composting, fertilization, adding topsoil, and watering to maintain the ground and assure growth is the responsibility of the property owner.

L. Property owner initials _____

As owner of the property, I understand that soil/trench settlement occurs when excavation disturbs the soil, and the pockets between the minerals become larger, and water and air move in. The trench may appear to be mounded and raised to allow for settlement. I understand, as the property owner, I will be responsible for adding and/or moving soil to create a smooth transition between the surrounding lawn and the disturbed areas.

M. Property owners initials _____

The resident accepts all risks involved with excavating in close proximity to the foundation.

N. Property owners initials _____

As owner of the property, I understand I will be responsible for 15% of the cost up to a maximum coverage of \$3,000.00. In addition, I will be responsible for the pull through charge and any costs in excess of the maximum coverage. (Limited to one (1) repair per calendar year). I understand that these fees must be paid to the City of St. Peters prior to the repair being awarded.

O. Property owners initials _____

As owner of the property, I agree to have the water service line repair completed within sixty (60) days or participation within the program will be vacated.

P. Property owners initials _____

Does this property have an in ground irrigation system? Yes _____ No _____ If yes, it is the responsibility of the property owner to have these lines marked before excavation begins. These are private lines and are not located by Missouri One Call. Neither the City of St. Peters nor the Plumbing Contractor is responsible for these lines if they are not marked prior to commencement of the repair job.

Owner Signature : _____

Date: _____

Adjacent Property Owner (if applicable): _____

Date: _____

If the signature is by agent, form must be accompanied by a notarized power of attorney.



THRU-WALL PENETRATION RELEASE

This Thru-wall Penetration Release is made and entered as of the latest date set opposite the signatures below, by _____ (hereinafter, referred to as the "Owner") of the property located at _____ (the "Property"), and in favor of the City of St. Peters, Missouri (hereinafter, the "City").

In order to facilitate certain water service line repairs, the Owner acknowledges that the contractor must insert a new piece of copper pipe through the foundation wall to the residence on the Property. Any work, workmanship, warranties and connections made inside the residence is strictly the responsibility of the contractor making the repair. The Owner understands that the City is not authorized by law to perform any work inside the residence. Any future problems or concerns arising from work performed inside the residence will be addressed to and be the responsibility of the contractor. The Owner acknowledges the City has NO liability for any work the Owner allows the contractor to perform inside the residence.

In consideration of the Owner's voluntary participation in the City of St. Peters Water Service Line Repair Program (the "Program"), the repairs to be made to the Owner's Property under the Program, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees that the City is not the contractor performing for any water service line repairs to the Property nor the contractor's agent, and that the City has made no WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION, THE MERCHANTABILITY OF THE WATER SERVICE LINE REPAIR OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE LINE REPAIR, and that the City shall have no obligation to provide monies to make water service line repairs to the Property except from available Program funds. No oral agreement, guaranty, promise, condition, representation or warranty, nor any oral modification hereof shall be binding on the parties hereto. All prior conversations, agreements or representations related to the Program or to the water service line repairs to be made are integrated herein, and Owner hereby releases, and agrees to indemnify, defend and hold harmless the City of St. Peters, its officials and employees, from and of any and all loss, damage, liability, claims, demands, causes of actions, suits, legal or administrative proceedings, penalties, fines, costs or expenses of whatsoever kind or character (including reasonable attorneys' fees and expenses), arising out of or related in any manner to the Owner's participation in the Program, including injuries or death to persons or damage to property directly or indirectly arising or growing out of the water service line repairs to the Property.

Disclaimer. OWNER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS AND WORKMANSHIP PROVIDED BY CONTRACTOR UNDER THIS PROGRAM ARE PROVIDED ON AN "AS IS" BASIS, AND BY OWNER'S SIGNATURE HERETO ACKNOWLEDGES THAT CITY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE .

Limitation of Liability. OWNER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL CITY BE LIABLE TO THE OWNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES

ARISING FROM ANY SOURCE, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS RELEASE HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

I (We), the Owner, have read this instrument and understand all of its items. I (We) execute it voluntarily and with full knowledge of its significance on the day and year set opposite our signatures below.

OWNER

DATE

OWNER

DATE



RELEASE
AND
TEMPORARY CONSTRUCTION EASEMENT

This Release and Temporary Construction Easement is made and entered into as of the latest date set opposite the signatures below, by _____ (hereinafter referred to as the "Owner") of the property located at _____ (the "Property"), and in favor of the City of St. Peters, Missouri (hereinafter referred to as the "City").

In consideration of the Owner's voluntary participation in the City of St. Peters Water Service Line Repair Program (the "Program"), the repairs to be made to the Owner's Property under the Program, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees that the City is not the contractor performing any water service line repairs to the Property nor the contractor's agent, and that the City has made no WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION, THE MERCHANTABILITY OF THE WATER SERVICE LINE REPAIR OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE LINE REPAIR, and that the City shall have no obligation to provide monies to make water service line repairs to the Property except from available Program funds. No oral agreement, guaranty, promise, condition, representation or warranty, nor any oral modification hereof shall be binding on the parties hereto. All prior conversations, agreements or representations related to the Program or to the water service line repairs to be made are integrated herein, and Owner hereby releases, and agrees to indemnify, defend and hold harmless the City of St. Peters, its officials and employees, from and of any and all loss, damage, liability, claims, demands, causes of actions, suits, legal or administrative proceedings, penalties, fines, costs or expenses of whatsoever kind or character (including reasonable attorneys' fees and expenses), arising out of or related in any manner to the Owner's participation in the Program, including injuries or death to persons or damage to property directly or indirectly arising or growing out of the water service line repairs to the Property.

Owner hereby grants City and its contractor making the water service line repairs a Temporary Construction Easement on, over and under the Property for the purpose of surveying, staking and otherwise using such Property in order for the contractor to repair or replace the water service line on the Property from the exterior wall of the residence located thereon to the meter well.

The Temporary Construction Easement granted hereby shall cease and terminate upon the completion of the water service line repair or replacement on the Property.

Disclaimer. OWNER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS AND WORKMANSHIP PROVIDED BY CONTRACTOR UNDER THIS PROGRAM ARE PROVIDED ON AN "AS IS" BASIS, AND BY OWNER'S SIGNATURE HERETO, ACKNOWLEDGES THAT CITY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. OWNER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL CITY BE LIABLE TO THE OWNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS INSTRUMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

I (We), the Owner, have read this instrument and understand all of its items. I (We) execute it voluntarily and with full knowledge of its significance on the day and year set forth opposite our signatures below.

OWNER

DATE

OWNER

DATE

CITY'S ACCEPTANCE

The release and agreements contained in and conveyance by Owner in favor of the City of St. Peters, Missouri as set forth in the Release and Temporary Construction Easement to which this Acceptance is appended, for the Property described therein, is hereby accepted by the City of St. Peters, Missouri pursuant to Section 49.292.2 RSMo., as amended, on this ____ day of _____, 20 ____.

CITY OF ST. PETERS, MISSOURI

By: _____

Liane Sargent, Director of Engineering