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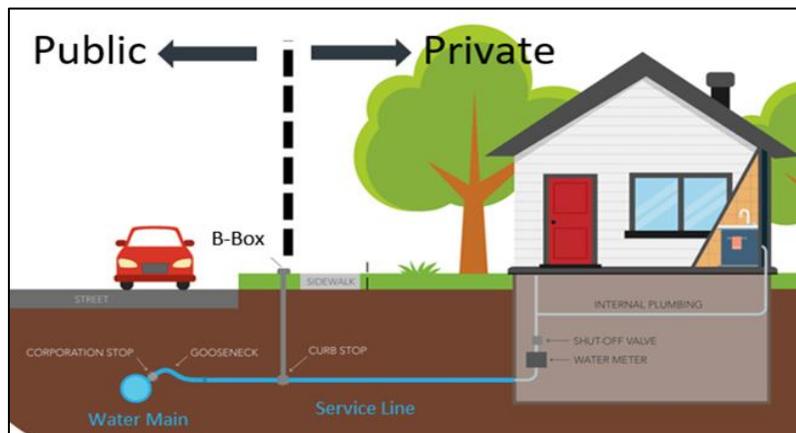
March 21, 2022

**Subject: BLUFF CITY BOULEVARD – PHASE III COMBINED SEWER SEPARATION PROJECT:
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
PRIVATE SIDE LEAD WATER SERVICE LINE REPLACEMENT**

Eligible Property: [INSERT PROPERTY ADDRESS]

The City of Elgin has committed to removing lead water service lines from the City’s water distribution system. The City is offering a program to replace lead water services in areas where capital improvement projects are taking place, at no cost to the property owner. Please take time to read this letter and learn about the program and see the attached Lead Information Notice.

Soon, the city will begin construction in your neighborhood and your water service line may be disturbed. As part of the capital improvement project, the public side – from water main to b-box/curb stop – of all disturbed water services that contain lead piping will be replaced. You are receiving this notice because the private side of your water service – from b-box/curb stop to the water meter - has been identified as possibly containing lead piping. Once the water service is confirmed to be lead during construction, it should be replaced. This replacement (estimated value = \$7,500) will be done at no cost to the property owner.



In order for the City and their Contractor to enter your property to replace the private portion of your service, you will need to grant permission by executing a Temporary Construction Easement (TCE) Agreement. Attached you will find a draft of the TCE Agreement for review only. The TCE Agreement must be filled out and electronically signed online at the link below. The TCE agreement will only be provided in English. If a translation is necessary, please contact 311 for assistance.

Cityofelgin.org/TCE

Please execute the TCE Agreement at the link above, whether you choose to have your private line replaced or not, no later than April 6, 2022.

This program is not mandatory; however, we strongly encourage you to take this opportunity to have your lead water service replaced for free. This is a onetime offer as this opportunity may not be available in the future. If you have questions or are unable to access the TCE Agreement online, please contact 311 for assistance.

Additionally, prior to construction the city will be delivering a point of use water filtration device to each home that has been identified to have a lead water service that will be impacted with this project. Further direction will be provided with the filter at that time.

Sincerely,

CITY OF ELGIN

A handwritten signature in black ink, appearing to read "Eric Weiss", written over a horizontal line.

Eric Weiss, P.E.
Water Director

Cc: Elgin 311

Important Information About Your Drinking Water - Lead Information Notice

The following notice is for informational purposes only. The City of Elgin will soon begin a water main and water service construction project that may affect the lead content of your potable water supply. While it is not known for certain whether this construction project will adversely affect the lead plumbing (if present) in and outside your home, the information below describes the project and some preventative measures you can take to help reduce the potential or amount of lead in your drinking water.

Lead, a metal found in natural deposits, is harmful to human health, especially in young children. The most common exposure to lead is swallowing or breathing in lead paint chips and dust. However, lead in drinking water can also be a source of lead exposure. In the past, lead was used in some water service lines and household plumbing materials.

The City of Elgin does not have any lead in its source water or water mains in the street. Lead in water usually occurs through the corrosion of plumbing products containing lead; however, disruption (construction or maintenance) of lead service lines may also temporarily increase lead levels in the water supply. This disruption may sometimes be caused by water main maintenance and/or replacement. As of June 19, 1986, new or replaced water service lines and new household plumbing materials can not contain more than 8% of lead. Lead content was further reduced on January 4, 2014. Plumbing materials must now be certified as “lead-free” to be used (weighted average of wetted surface cannot be more than 0.25% lead). More information about lead and filters can be found at www.epa.gov/lead.

To learn more about this project and lead service line replacement, visit cityofelgin.org/leadservicepipeinfo or contact Elgin 311 at 311 (or 847-931-6001 if outside of Elgin) or elgin311@cityofelgin.org.

What you can do to reduce lead exposure in drinking water during this construction project:

- 1. Look for alternative sources or treatment of water.** The city will provide filters to properties where lead water services are expected to be disturbed. You may want to consider purchasing bottled water or utilizing the water filters provided by the city. These filters are certified to remove “total lead.” Be sure to replace all filters at the prescribed intervals with new filters that are also certified.
- 2. Run your water to flush out lead.** If the plumbing in your home is accessible; you may be able to inspect your own plumbing to determine whether you have a lead service line. Otherwise, you will most likely have to hire a plumber.
 - If you do not have a lead service line, running the water for 1-2 minutes at the kitchen tap should clear the lead from your household plumbing to the kitchen tap. Once you have done this, fill a container with water and store it in the refrigerator for drinking, cooking, and preparing baby formula throughout the day.
 - If you do have a lead service line, flushing times can vary based on the length of your lead service line and the plumbing configuration in your home. The length of lead service lines varies considerably. Flushing for at least 5 minutes is recommended.
- 3. Use cold water for drinking, cooking, and preparing baby formula.** Lead dissolves more easily in hot water, therefore it is not safe to use hot water for cooking, drinking, or preparing baby formula.
- 4. Clean and remove any debris from faucet aerators on a regular basis.**
- 5. Do not boil water to remove lead. Boiling water will not reduce lead.**
- 6. Purchase lead-free faucets and plumbing components.**
- 7. Replacement of the entire lead service line.**
- 8. Test your water for lead.** The City can assist residents by providing a list of certified testing labs by visiting cityofelgin.org/leadservicepipeinfo or call 311 (or 847-931-6001 if outside of Elgin) or email elgin311@cityofelgin.org. Please note that the City of Elgin is not affiliated with the laboratories and they will charge you a fee. **If test results indicate lead level above 15 ug/L, bottled water should be used by pregnant women, breast-feeding women, young children, and formula-fed infants.**

Project: Bluff City Combined Sewer Separation Phase III

Owner: City of Elgin

Project Start Date: June 2022

Expected Completion Date: May 2023

Project Location and Description: The work will consist of the installation of storm sewer and replacement of water mains in the area of Hastings (Illinois to Jay), Jay (Illinois to Cookane), May (Illinois to Cookane), Lavoie (Hastings to Bent) and the rear alleys along Illinois and Cookane between Jay and Bent. Disturbed lead water services will be offered to be replaced from the water main to the meter.

**CITY OF ELGIN
LEAD SERVICE LINE REPLACEMENT PROJECT –
RELEASE, HOLD HARMLESS, AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS RELEASE, HOLD HARMLESS, AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this ___ day of _____, _____, by and between the City of Elgin, an Illinois municipal corporation (hereinafter referred to as the “City”), and _____ (hereinafter referred to as the “Owner”).

W I T N E S S E T H

WHEREAS, the State of Illinois adopted the Lead Service Line Replacement and Notification Act in 2021, and the city is now offering a program as the City of Elgin – Lead Service Line Replacement program (hereinafter referred to as the “Project”), under which the City would provide for the replacement of the private portion of lead water service pipes at certain properties within the City, the private portion of a water service pipe being that portion of the water service pipe connecting a metered property to the City shutoff valve; and

WHEREAS, the Owner is the owner of certain real property commonly known as «propertyaddress», Elgin, Illinois, and having Parcel Index Number (FILLED AUTOMATICALLY) (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Owner owns and is responsible for the private portion of the water service pipe connecting the City shutoff valve to the Subject Property (hereinafter referred to as the “Owner’s Service Pipe”); and

WHEREAS, it has been determined that the Owner’s Service Pipe consists of lead; and

WHEREAS, the Owner voluntarily desires to participate in the City’s Project and to have the Owner’s Service Pipe replaced with a service pipe consisting of a material other than lead; and

WHEREAS, the City has agreed to provide for the replacement of the Owner’s Service Pipe under the Project pursuant to the terms and conditions of this Agreement (the replacement of the Owner’s Service Pipe is hereinafter referred to as the “Work”); and

WHEREAS, the City of Elgin is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, providing for the replacement of the Owner’s Service Pipe as described herein will promote the public welfare of the community and pertains to the government and affairs of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings

contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are incorporated into this Agreement in their entirety.
2. That the Owner does, as Owner's free and voluntary act, hereby grant to the City a temporary construction easement allowing access over, within, under, along, across, and through the Subject Property for the purpose of replacing the existing Owner's Service Pipe with a new water service pipe (hereinafter referred to as the "Temporary Construction Easement"), together with the right of reasonable ingress and egress to and from the Subject Property with such personnel and equipment as may be deemed reasonably necessary in connection with the exercise of the rights granted herein, in the City's sole discretion.
3. The Temporary Construction Easement hereby granted shall begin upon the date of the commencement of construction activities on the Subject Property, and shall terminate either two (2) years from the date of the commencement of construction activities or when the Work on the Subject Property is determined by the City to be complete, whichever is sooner.
4. The City shall have sole discretion and control over the means, methods, materials, and techniques with respect to the performance of the Work.
5. That following the performance of the Work and the exercise by the City of any easement rights granted herein, the City shall repair and restore the Subject Property as provided in this paragraph 5, and shall leave the Subject Property and surrounding premises free from debris. The City's repair and restoration of the Subject Property shall be strictly limited to the following items, as determined by the City in its sole discretion: structural repairs to the building foundation or slab pertaining to the installation of the water service; the replacement of any driveway or sidewalk removed or damaged during construction; the installation only of topsoil, grass seed and erosion control blanket on disturbed areas; and the reinstallation of existing fence material. The Owner shall be responsible for all other internal and external private property repairs necessitated by or pertaining to the City's performance of the Work, including without limitation any nonstructural or cosmetic repairs to the interior or exterior of the Subject Property or the structure thereon, as well as the replacement of any landscaping, including without limitation any trees, bushes, or shrubs.
6. The Owner understands and agrees that upon completion of the Work the Owner shall own the new water service pipe(s) installed on the Subject Property, and shall have sole and exclusive responsibility for any maintenance, upkeep, repair, or replacement that may be necessary with respect to said water service pipe following the termination of this Agreement, and that following the completion of the Work the City shall have no obligations whatsoever with respect to the same.
7. **Disclaimer of Any Warranties.** Except as expressly provided for and warranted herein, all materials and workmanship provided under this Agreement are provided on an "as is" basis, and the City expressly disclaims any other representations or warranties, whether express, implied, or statutory, including, without limitation, any warranty as to the value, design, condition,

merchantability or fitness for a particular purpose. The City has made NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION, OR THE MERCHANTABILITY OF THE WATER SERVICE PIPE REPLACEMENT WORK OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE WATER SERVICE PIPE REPLACEMENT WORK.

8. **Release, Hold Harmless, and Limitation of Damages.** Anything to the contrary in this Agreement notwithstanding, the Owner shall to the fullest extent permitted by law release and hold harmless the City, its officials, employees, agents and all other related organizations and persons from all loss, cost, claims damages, expenses of whatever kind (including, without limitation, reasonable attorney's fees and disbursements of the City's counsel, whether in-house staff, retained firms, or otherwise), arising out of any liability, or claim of liability, for any injury or damage to persons or property claimed to have been sustained by anyone whomsoever by reason of the Work to be performed on the Subject Property, or for any claim of defective work, or other damage, injury, and/or loss on account of any act or omission in the performance of the Work, or otherwise arising out of or in connection with this Agreement. In no event shall the City be liable for monetary damages to the Owner for any reason, including, but not limited to, compensatory, consequential, incidental, indirect, special, or punitive damages, or attorneys' fees, regardless of the nature of the claim, including, without limitation, costs of delay, failure of delivery, interruption of service, or liabilities to third parties arising from any source, even if the City has been advised of the possibility of such damages. The release, hold harmless, and limitation upon damages and claims is intended to apply without regard to whether any other provision of this Agreement have been breached or have proven ineffective. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.

9. Any other provisions of this Agreement notwithstanding, the Owner agrees and acknowledges and agrees that the City is not, nor shall it be considered to be, the Owner's contractor or agent for any purposes, including but not limited to with respect to providing for the performance of the Work provided for herein.

10. Owner shall have and retain all rights to use and occupy the Subject Property except as otherwise herein expressly granted; provided, however, that Owner's use and occupation of the Subject Property may not interfere with City's use of the Subject Property for the purposes herein described.

11. This Agreement shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors, and assigns of Owner.

12. That the City agrees to indemnify and hold harmless the Owner from any and all liens placed against the Subject Property arising from said construction activities.

13. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all parties hereto.

14. That this Agreement constitutes the entire agreement between the parties and is intended

as a complete and exclusive statement of the terms of the parties agreement, and it supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No amendment, revision, or modification hereof shall be effective unless it is in writing and signed by all parties hereto.

15. This Agreement may be executed electronically, and any signed copy of this Agreement transmitted by fax machine, e-mail, or other electronic means shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted electronically or by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such, electronic, faxed, or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either Party any electronic copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the signature of this Agreement through electronic means or the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

16. That this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Kane County, Illinois. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

17. That the City may utilize the services of third party contractors, employees or other agents to perform the Work on the Subject Property.

18. That the Owner hereby covenants and warrants to the City that the Owner is the fee simple title holder of the Subject Property and that Owner has the full power and authority to enter into and make the grant of easement as provided herein.

I, the Owner, have read this instrument and understand all of its terms and provisions, and I execute the same voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement on the date and year first written above.

CITY OF ELGIN:

OWNER:

By: _____
City Manager

By: DO NOT SIGN, SAMPLE ONLY
Owner

Attest: _____
City Clerk

Its: _____

Date: _____

Date: _____