



Youngstown Water

CUSTOMER-OWNED SERVICE LINE REPLACEMENT AGREEMENT

Dear Property Owner,

Youngstown Water records show your water service connection is made from lead or galvanized steel and requires replacement. Youngstown Water is offering to replace your service line for FREE. The replacement cost can be in excess of \$3,000. We encourage you to take advantage of our offer to replace your service line as soon as possible. If you do not let us replace your service line, Youngstown Water is required by the Ohio EPA (Ohio Revised Code §6109.10(C) and Ohio Administrative Code §3745-81-84 and §3745-83-02) to notify all customers in your immediate service area that your service line material has the potential to cause lead contamination if not removed promptly. In addition, future repair and replacement of the service line **will be at your cost**.

Youngstown Water is offering to:

- Replace your customer-owned lead or galvanized steel service line with Plastic or Copper.
- Restore exterior floors/walls impacted by the replacement of the service line. Customers will be responsible for repainting, etc. If a home is not structurally sound and sanitary the work will not be performed, the home must be made safe prior to service line work.
- Restore impacted soil surfaces to grade and plant with grass seed. Attempts will be made to minimize impact; however, flowers, shrubs and trees will not be replaced by Youngstown Water.
- Provide a one-year warranty for the work. **Full agreement terms are listed on page 2.**

To expedite replacement, please complete the information and initial your preference below, then sign and date below and at the top of page 2. Please respond within 10 days. Direct questions to 330-742-8769.

Property Owner's Name _____
Replacement Address _____
City/State/Zip _____
Daytime Phone No. _____ Email _____

Yes, I wish to have my customer-owned service line replaced and agree to the terms and conditions listed on page 2 of this document.

No, I decline to have my customer-owned service line replaced. I am aware that future requirements to remove my service line that needs replacement will be at my own cost. I also understand that public disclosure of my service line will be required.

Property Owner Signature (must be signed by owner, not a tenant)

Date

Return Completed Forms to Youngstown Water

email: Leadsurvey@youngstownohio.gov
mail: Youngstown Water – Attn: Water Quality Compliance
P.O. Box 6219, Youngstown, Ohio 44501-6219

Even when you accept this offer, you should follow all instructions from Youngstown Water for full house flushing, collecting a water sample and using a filtering water pitcher certified to remove lead if applicable. Materials specific to your home will be left at your property when your service line is reconnected.

**Galvanized steel service lines need replaced if they are, were or could have ever been connected to the city's water mains by a city-owned lead service line (i.e., customer-owned galvanized steel lines 1-inch or smaller and installed before 1954).*

Property Owner Name _____ Date _____

Replacement Address _____

Terms of the agreement.

The Property Owner does hereby grant the City and its employee(s), agent(s), contractor(s), and subcontractor(s) the rights to enter upon Property Owner’s property, including inside the home/building, in order to replace the Property Owner’s water service line and associated restoration work. The Property Owner agrees to reasonably cooperate with the City in the performance of the work.

After the warranty period expires, the Property Owner and its personal representatives, assignees, heirs, next-of-kin, and successors in interest, agree to release, waive, discharge, indemnify, and hold the City and its officials, employees, and agents harmless from all liability whatsoever and without limitation for all loss or damage, and from any and every claim or damage arising out of or related to the City’s efforts to complete the Work, including but not limited to loss or damage to the water service line, its connections, any interior plumbing fixtures, and associated appurtenances.

This Service Line Replacement Agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations, and letters of intent, whether written or oral, pertaining to this Work. No modification, amendment, alteration, addition, or waiver of any section or condition of this Service Line Replacement Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Property Owner and approved by the appropriate City authorities.

All claims, counterclaims, disputes and other matters in question between the Property Owner and the City, its contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Mahoning, State of Ohio.

Youngstown Water and/or its Contractor will:

- Replace the property’s customer-owned service line with a ¾ Plastic line at depth per Youngstown Water standards. The service line extends from the curb stop in or near the tree lawn area to just inside the basement or crawlspace, or in the case of a slab home, to the outside of your outside house wall. Extraordinary physical or other obstacles that prevent service line replacement by standard trenchless methods may need to be removed by and at the expense of the Property Owner.
- Restore exterior floors/walls impacted by the replacement of the service line. The Property Owner will be responsible for repainting and other cosmetic restoration issues. If a property is not structurally sound, the property must be made safe prior to service line work being performed.
- Restore impacted landscaping to grade and plant with grass seed during the growing season. Restoration will be limited to only the impacted area. The Property Owner shall be responsible for watering the grass seed. Flowers, shrubs, matching grass seed, and trees impacted by the work will not be replaced by Youngstown Water.
- Provide a one-year warranty for the Work. The City’s obligation during the warranty period shall be limited to remediating defects in material and workmanship. The Property Owner must perform a standard level of care and maintenance for the new connection.

Revised 4/20/23

For YWD use only: date left/sent _____ by (name) _____ section _____
date received _____ by (name) _____ section _____