

**REPAIR OF WATER LEAKS
OR SEWER LINE LEAKS
ON PRIVATE PROPERTY**

Many times we get calls from town residents telling us that they have a water line leak or a sewer line leak and the caller expects the City of Petersburg to fix their problem.

While the City recognizes that the average homeowner does not have the capability to repair their sewer or water leaks the City is not in the business of performing plumbing repairs and does not repair plumbing leaks on private property or that are the responsibility of the homeowner.

The homeowner is responsible for any water leak from the point where the homeowner's water line connects to the water meter and then proceeds to the residence. The City is responsible for any leak in the meter itself or in the water line that goes from the water meter to the City's main water line. The City is also responsible for any leak in the main water distribution line.

For sewer line problems the City is responsible for the main sewer line and the homeowner is responsible for all parts of the homeowner's sewer line including where it connects to the City's main line.

In the past the City has made repairs to sections of lines that the homeowner was responsible for and the homeowner then failed to pay the City for the repairs. Therefore, the City has changed its policy and now requires the homeowner to sign the attached Water/Sewer Repair Agreement before the City will dig up the connection near the water meter or dig up where the sewer line connects to the City's main trunk line to ascertain the problem.

The attached Agreement requires the homeowner to make a \$250.00 deposit before the City will dig up the area and the homeowner also agrees by signing the Agreement that they will pay for any repair if the leak is on that section of line that is the homeowners responsibility.

If the City digs up the water meter or sewer connection and the problem is on the City's side of the water meter or if the problem is on the City's main sewer line then the City will make the repairs and the homeowner will not be charged for the repairs and the homeowner's deposit will be refunded in its entirety.

Keep in mind that just because a plumber tells you that the City is responsible for the repair this usually is not the case. Your plumber, like us, rarely can tell what the problem is until we dig up the connection point of the sewer or the point of the water leak. If the leak or problem is on the homeowner's lot we will not take any action and the homeowner will have to call a plumber or contractor to repair the problem. The City will only dig around the water meter or sewer line connection point to determine the problem. If the problem is at the connection point the City may make the repairs or ask that the homeowner get their plumber to make the repairs. As stated previously, if the result is that the issue is the responsibility of the homeowner, then the homeowner is responsible for the cost of digging up the area and making the repairs.

If the homeowner digs up the area themselves, they must first call dig test at 811 to have the utility lines in the area marked prior to digging. If the homeowner digs up the area and damages any utility lines then the homeowner will be responsible for the cost of the repairs.

Before the City will dig in any area the City also calls to have the utilities marked. This can take up to a couple of days for the utilities to be marked and checked out by the City.

The City responds to customer requests on a first come first serve basis and in order of priority of items the City needs to take care of first. Therefore, if you are experiencing a problem we encourage you to first call your plumber to see if they can solve your problem.

If you need to call us then call 667-3461 and ask for the Public Works Director. If he is not available please leave a message with the City Secretary and the message will be forwarded to the Public Works Director.

WATER/SEWER REPAIR AGREEMENT

This Water/Sewer Repair Agreement (“Agreement”) is entered into this _____ day of _____, 201__ by and between the City of Petersburg (“City”) and _____ (“Customer”) concerning the property located at _____, Petersburg, Texas.

CUSTOMER INFORMATION
(REQUIRED)

Name: _____

Address: _____

Mailing Address if different than physical address:

Driver’s License Number _____ State of Issuance _____

Social Security Number _____ Date of Birth _____

Customer has requested that the City of Petersburg investigate the cause of a water/sewer problem and by execution of this Agreement agrees to pay all costs associated with the investigation and repair of the problem specified below by the Customer: _____

Initial: _____

Customer agrees to make a \$250.00 deposit before work will begin by the City and to pay any remaining charges beyond the deposit amount upon receipt of an invoice from the City. Customer also agrees to pay a late charge of 3% per month for any unpaid amounts starting 30 days after the date of the invoice generated after completion of the repairs or investigation.

Customer agrees that the City is under no obligation to make the investigation or repairs and is doing so only as a convenience to the Customer. Customer acknowledges that he/she has the right to employ a licensed plumber to make the repairs/investigation that is requested.

By execution of this Agreement Customer is agreeing to forever waive any and all claims of any nature, including attorney fees, against the City of Petersburg, Texas, its officers, elected officials, employees, and/or agents or designees relating to the identification, investigation, and repair or non-repair of any water/sewer problem set forth above and it is the Customer's intent that this waiver of claims of any kind, origin, or nature be interrupted to be as all encompassing as possible including, without limitation, the waiver of any claims for damage to the above described property and structures or improvements thereon, or under the property, that may or may not have been observed during the investigation or repair of the above described problem.

Customer also agrees and understands that any repairs made by the City do not contain any warranties or guarantees of workmanship or quality and are being done by the City only as a courtesy to the Customer and in consideration of the payments to be made hereunder.

Customer also agrees and understands that after investigation of the problems specified above, the City may decline to enter into the repairs and the Customer will be billed for all work and labor incurred to said point in time that the City refuses to go further.

Customer acknowledges receipt of the Labor and Equipment Rates which are attached hereto. Customer agrees that materials will be billed at cost.

Customer further agrees that he/she are not relying on any representations of any City employee as to the cause or responsibility for the problem set forth above and agrees that no City employee has made any cost estimate of the total amount it will cost to resolve the problems set forth above.

By execution of this Agreement Customer acknowledges that he/she understands that maintenance and repairs to individual sewer lines are the responsibility of the Customer and that the City is only responsible for repairs and maintenance of the

main sewer line. Therefore, Customer is responsible for every part of the line from the main sewer line to the Customer's building or residence. In regards to water lines the Customer acknowledges that he/she understands that the Customer is responsible for repairs and maintenance of it's water line from the meter into the Customer's property and residence or building. The City is responsible for the water meter and the main water line.

Customer

City of Petersburg:

its _____

EQUIPMENT RATES

- | | |
|------------------|------------------|
| 1. Backhoe | \$35.00 per hour |
| 2. Dump Truck | \$35.00 per hour |
| 3. Roller/Packer | \$25.00 per hour |

LABOR RATES

- | | |
|--------------------|------------------|
| 1. Department Head | \$29.00 per hour |
| 2. Asst. Dept Head | \$26.25 per hour |
| 3. Worker 1 | \$15.00 per hour |

All materials will be billed at cost to the City of Petersburg.