

Temporary Right of Entry, Construction Easement, and Hold Harmless Agreement

City Of Milwaukee Downspout Disconnection Program

The owner of the property (please print name): _____ (“OWNER”) described in this paragraph grants to the City of Milwaukee (“CITY”), its agents and contractors, the right to enter upon the following real property owned by OWNER:

[Property Address]: _____ **Milwaukee, WI 532** _____

and the improvements thereupon (together called the “PROPERTY”) so that CITY can perform the necessary planning and inspections for disconnecting downspouts from the sewer system, and if so chosen below, perform said disconnection work on the PROPERTY.

The OWNER and the CITY agree to the following terms:

1. **Compliance with Laws.** All work performed on the PROPERTY by CITY, or CITY’s employees, agents, and contractors, shall be conducted in compliance with all federal, state and local laws, orders, regulations and ordinances.
2. **Scope of Work; No Liens.** The Scope of Work shall be as set forth in Exhibit A.
3. **Hours.** CITY, and its employees, agents and contractors, shall have access to the PROPERTY from 8:00 a.m. to 5:30 p.m., Monday through Friday.
4. **Hold Harmless.** CITY shall cause its contractor(s) to maintain insurance coverage. OWNER agrees to hold CITY harmless regarding any damage or injury to person or property caused by CITY or its employees, agents, or contractors on the PROPERTY (except for damage or injury occasioned by intentional acts or omissions of CITY).
5. **Duration.** This agreement shall be effective as of the date indicated below by OWNER and shall remain in effect until completion of the work authorized hereunder, or until December 31, 2021, whichever occurs first. The right of the CITY to perform proper inspections of the disconnected downspout(s), as permitted by City of Milwaukee Code of Ordinances, shall not expire.
6. **Ownership and Maintenance.** The ownership and maintenance requirements of the disconnected downspouts, the existing standpipe, and related appurtenances shall be the responsibility of the OWNER.
7. **Conformed Copies Valid.** OWNER may send by email, fax, or regular U.S. mail, a signed copy of this agreement to CITY at the address, email address, or facsimile number provided by the CITY.

Dated as of this (date) _____ day of (month) _____, 20____ (the “Effective Date”).

CITY:

OWNER:

Name Printed: Samir Amin, P.E.

Name Printed: _____

Name Signed: 

Name Signed: _____

Title: City Engineer

OWNER Address: _____

Fax: (414) 286-2010

Email: downspouts@milwaukee.gov

Preferred Contact: _____
(phone or email)

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Exhibit A – Scope of Work

1. Downspout Disconnection generally consists of identifying the downspout leading from the roof gutter to the underground conductor (standpipe) and cutting it near the ground. An elbow and downspout extension shall be attached to the downspout to direct the flow to a grassy or other pervious area on the PROPERTY. The underground conductor (standpipe) shall be capped with a rubber sealing plug, or mortar cap to prevent debris from entering the sewer system. The downspout, elbow, extension, and any added support materials shall be fastened together and secured to remain in place. All work shall be done in conformance with Chapter 225-4 of the Milwaukee Code of Ordinances.
2. OWNER hereby allows CITY, its employees, agents, and contractors, the right to enter upon the PROPERTY to perform the initial inspection and planning necessary to identify suitable downspouts for disconnection. This work requires access to the exterior of the PROPERTY. No access inside the home is required. Additionally for each option:

Option 1 - Do It Yourself

After OWNER performs disconnection work, CITY will perform inspection to verify disconnection work is performed correctly. OWNER entitled to a gift card in the amount of \$50 for each downspout properly disconnected, maximum of \$100.

Option 2 – Have a City Contractor Do It For You

- a. OWNER to provide written selection on the type and configuration of elbow(s) and extension(s) prior to work commencing (below). Elbows and extensions shall be white or brown in color and made of rigid aluminum or flexible (accordion style) plastic. A green or brown plastic splash block shall be installed at the end of each disconnected downspout.
- b. CITY shall cut the existing downspout near where it enters the existing standpipe, cap the existing standpipe, and install a downspout elbow, downspout extension, and splash block as needed.

After CITY performs disconnection work, CITY will perform inspections to verify disconnection work is performed correctly.

3. No excavation work is anticipated as a part of this program. Existing lawn beneath downspout extension section may be damaged by the project. No claim shall be made by the OWNER against the CITY, its employees, agents and contractors for said damages.
4. CITY, its employees, agents, and contractors shall keep PROPERTY free of liens resulting from its activities and those of its employees, agents, and contractors.

**IF YOU WISH TO PARTICIPATE IN THE DOWNSPOUT DISCONNECTION PROGRAM,
PLEASE SELECT AND INITIAL ONLY OPTION 1 OR OPTION 2 BELOW.**

Option 1 - Do It Yourself		
Gift Card Options*		Circle One Option Below
True Value	Bliffert	Menards
Stein’s Garden and Home	Minor's Garden Center	
*Requests for specific gifts cards will be honored while supplies last. CITY is not responsible for lost or stolen gift cards.		
Initials: _____		Date: _____

Option 2 – Have a City Contractor Do It For You		
Material Options	Circle Desired Options Below	
Downspout Color:	White	Brown
Downspout Material:	Aluminum	Flexible Plastic
Splash block:	Green	Brown
Initials: _____		Date: _____