

January 18, 2021

RE: Sheridan Road Corridor Improvement Project

Dear Property Owner,

The Village Board identified the Sheridan Road corridor as an area in need of both water and sewer repairs. A letter was sent in spring 2020 notifying you of the cleaning and televising of sanitary sewer mains and laterals. The Village was able to secure a low interest loan to complete these improvements.

The Village of Somers is extending an invitation to the residents along the Sheridan Road corridor to attend a Public Information Meeting at approximately 6:00 p.m. on Wednesday, January 27, 2021. The purpose of this meeting is to provide residents information regarding the Sheridan Road Corridor Improvement Project.

As part of this project, the Village of Somers has hired Musson Brothers, Inc. to reline both public sanitary sewer mains and private sanitary service laterals. It is the responsibility of each property owner to maintain their private sanitary service lateral. All private laterals in the project area are being evaluated to determine if lining of the service lateral is deemed necessary. If it is determined that your lateral requires lining, you will be required to line or replace the lateral at your own cost. As part of the project, you have the opportunity to have it repaired at cost of \$1,000, which is a fraction of an overall estimated cost of \$10,000 for a new lateral. The Village will subsidize the remainder of the cost. Since the work would be on your property, we would need permission to work in your yard. We ask that you review and return a signed copy of the enclosed agreement. The agreement allows the Village to make repairs to the to the sanitary sewer lateral at a cost that will not exceed \$1,000. If your lateral needs repair and you choose not to participate at this time, please note that the Village will require that the repairs be made at your own expense. If you have any questions regarding the project, you are encouraged to attend the Public Informational Meeting on January 27th. **If you will be participating, you must fill out the attached agreement on the top and on the signature page.**

The Village of Somers and Musson Brothers will be communicating with you on the project and the condition of your sanitary service lateral.

During construction, residents may experience some dusty conditions, as well as uneven road surfaces, and slightly elevated sanitary sewer manholes. We ask that residents take caution navigating their streets during the construction process. Also, you may experience a slight interruption in water service while water mains are being replaced. You will be notified prior to water service shutoff.

We are not sure of the exact timeline for construction at this point of the project. You are encouraged to visit our website at www.somers.org for updates throughout the project.

For questions or concerns, please contact Jerry Smith, Public Works Superintendent, via email at gsmith@somers.org or via telephone at (262) 859-2822.

The Village of Somers asks for your patience during the Sheridan Road Corridor Improvement Project. Thank you for your cooperation.

**LIMITED LICENSE, PAYMENT AND
INDEMNIFICATION AGREEMENT**

Agreement made this _____ day of _____, 2021, by and between the Village of Somers, the Village of Somers Sanitary Utility, its officers, agents and representatives, maintaining offices at 7511 12th Street, P.O. Box 197, Somers, Wisconsin 53171, herein collectively referred to as "Village" and _____, the owner of certain real property located at _____ in the Village of Somers, Wisconsin, hereafter referred to as "Owner".

In consideration of the limited license issued by the Owner to the Village and the Village's agents, consultants and representatives, and in consideration of the construction of a sanitary sewer lateral relining and possible monitoring structure on the property owned by the Owner, as well as other good and valuable consideration, the receipt of which is acknowledged, it is hereby agreed as follows:

1. **Liability, Loss or Damage.** Village undertakes to indemnify Owner from any and all liability, loss or damage Owner may suffer as a result of claims, demands, costs or judgments arising against the Owner from the construction, installation, use, monitoring or repair of a certain underground sanitary sewer lateral installations located within the parcel owned by Owner at the above address.

2. **Scope of Indemnification.** This indemnification shall indemnify the Owner from any and all claims, demands, costs or judgments arising from third parties or from employees, agents, consultants or subcontractors of Village.

3. **Limited License.** The Owner under this Agreement shall allow the Village, its officers, agents, representatives, consultants or subcontractors to enter upon the property owned by the Owner, at the above location, relining the sanitary sewer lateral and place monitoring manholes or other appurtenances on the property provided Village restores the property to the condition it was in prior to the commencement of such activities.

4. **Agreement to Pay \$1,000.** The Owner, by execution of this Agreement, agrees to accept the offer of the Village to subsidize all but One Thousand (\$1,000.00) Dollars of the cost for relining the Owner's sanitary sewer lateral and further agrees to pay to the Village this amount not later than one hundred eighty (180) days following billing for the same by the Village. The Village agrees not to bill this amount until the work on the Owner's property for the sanitary sewer lateral relining has been completed. In the event that the Owner fails to make payment to the Village as agreed upon in this paragraph, then the Owner understands that the amount of the outstanding balance of One Thousand (\$1,000.00) Dollars (or less if partially paid) shall be imposed as a special charge on the tax bill for the real property which is benefitted. In the event that there is any outstanding balance due which remains unpaid, Owner understands that in the event that the Owner should transfer ownership of the property to a third party or an entity owned or controlled by the Owner, that it is the responsibility of the Owner to advise such transferee of the existence of the outstanding balance of the payments agreed to herein.

5. **Requirement of Notice to Village for Claims.** The Owner agrees to notify the Village in writing, within thirty (30) days, by registered mail, at the Village address as stated in this Agreement, of any claim made against the Village on the allegations indemnified herein against.

6. **Severability.** It is further understood and agreed by the parties that if any of the provisions hereof should contravene, or be invalid under, the laws of the State of Wisconsin, such contravention or invalidity shall not invalidate this Agreement but each shall be construed as if not containing the particular provision or provisions held to be invalid, the rights and obligations of the parties shall be construed and enforced accordingly. All such rights and obligations shall be enforced under the laws of the State of Wisconsin.

7. **Binding Effect.** This Agreement shall be binding upon the Owner and the Village, its heirs, administrators, legal representatives, successors and assigns and shall inure to the benefit of and be available to the Owner, any spouse, heir, administrator, personal representative and assign. Each of the parties to this Agreement may rely upon the execution of this Agreement by the undersigned designated representative without inquiring further as to the authority of such representative to bind its principal.

Dated the date and year first above written.

VILLAGE OF SOMERS

By: _____
Jason Peters, Village Administrator

OWNER

By: _____
Printed Name: _____

By: _____
Printed Name: _____