



City of *Kendallville*

234 S. Main Street
Mayor's Office: (260) 347-0352
Water Dept: (260) 347-0852
www.kendallvillein.gov

LEAD SERVICE LINE REPLACEMENT AGREEMENT

The Customer elects for the City to replace the Customer's lead water service line:

The undersigned customer(s), whose name(s) appear in the signature block at the bottom of this page (the "Customer") grants to the City of Kendallville (the "City") and to its approved contractors and/or subcontractors an Agreement to enter upon the Customer's property at the address shown below ("Property") for the purpose of replacing the water service line adjacent to the Property, at no cost to the Customer.

PROPERTY ADDRESS: _____ City: _____ State: _____ Zip: _____

The Customer represents that the Customer is/are the sole owner(s) of the Property at the address shown above and has/have sole authority to enter into this Agreement with the City.

The term of this Agreement shall be twelve (12) months following the date set forth below, and the Customer hereby grants the City and its approved contractors and/or subcontractors a license to enter upon the Customer's property to perform the work provided for in this Agreement at any time during such term.

Customer agrees to inform the City of any hidden hazards on Customer's property that could affect the work and provide unimpeded access to the interior shut-off valve (i.e., remove any items blocking the area, such as boxes or furniture, and, if necessary, cut away drywall to fully expose the valve). Such hidden hazards shall be noted by Customer in the space provided at the end of this Agreement.

The City or its approved contractors and/or subcontractors will replace the service line from the City's water main to a City meter or valve installation ("Installation") at or near the Customer's Property line at no cost to the Customer. The City, in the City's sole discretion, will determine the location of the Installation. This service line and the Installation will be owned by the Customer and maintained by the City.

The City or its approved contractors and/or subcontractors will install a Customer connecting line from the Installation to the inside of the Customer's residence ("Connecting Line"). The Customer's Connecting Line is currently and will continue to be owned and maintained by the Customer.

CUSTOMER AGREES TO ALLOW THE CITY OR ITS APPROVED CONTRACTORS AND/OR SUBCONTRACTORS TO TAKE PHOTOS OR VIDEOS AT THE PROPERTY AS NECESSARY FOR RECORD KEEPING PURPOSES. THE CITY AGREES THAT THE PHOTOS WILL NOT BE SHARED PUBLICLY.

CUSTOMER ACKNOWLEDGES THAT IF ANY UPGRADES TO THE CUSTOMER'S INTERNAL PLUMBING (Connecting Line and/or plumbing from the City's meter or the Installation to the Customer's plumbing beyond the point of the City's meter or Installation) ARE REQUIRED, IT WILL BE AT THE SOLE COST OF THE CUSTOMER. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY REQUIREMENT BY A GOVERNMENTAL ENTITY FOR THE CUSTOMER TO MEET APPLICABLE PLUMBING CODE(S).

CUSTOMER ACKNOWLEDGES THAT IF ANY EXISTING BURIED CONNECTING LINES THAT ARE NOT MARKED OR OTHERWISE MADE OBVIOUS TO THE CITY OR ITS APPROVED CONTRACTORS AND/OR SUBCONTRACTORS ARE DAMAGED DURING CONSTRUCTION, IT WILL BE AT THE SOLE COST OF THE CUSTOMER TO REPAIR THE DAMAGED INSTALLATIONS.

Upon completion of the work necessary to affect the new connection, the City will restore the Customer's Property as nearly as practicable to its former condition. The City warrants the workmanship of its installation of the Customer Connecting Line for a period of 12 months following the date set forth below, with the City's liability limited to the cost of repairing or replacing the Customer Connecting Line.

If flow and/or pressure issues are experienced as a result of the installation of the Connecting Line, Customer has 20 days from the work completed date to file a claim.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED THE "IMPORTANT NOTICE ABOUT YOUR WATER SERVICE AND LEAD" INFORMATION SHEETS PROVIDED BY THE CITY.

IN CONSIDERATION FOR PERFORMING THE WORK TO INSTALL THE CONNECTING LINE AT THE CITY'S COST AND THE CITY'S AGREEMENT TO PROVIDE A 12-MONTH LIMITED WARRANTY THAT THE CITY'S WORK WILL BE FREE FROM DEFECTS IN WORKMANSHIP, THE CUSTOMER AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY AND ITS AFFILIATES AND AGENTS FROM AND AGAINST ALL CLAIMS, LIABILITY AND COSTS ("CLAIMS") RESULTING FROM ACTS AND OMISSIONS OF THE CITY AND/OR ITS APPROVED SUBCONTRACTORS IN INSTALLING THE CUSTOMER CONNECTING LINE.

CUSTOMER INFORMATION

Print Name: _____

Signature: _____

Date: _____ Phone # of Property Owner: __ (____) _____

Email of Property Owner: _____

Is this address a rental property? __ Y __ N

Name of Tenant (if different than Property Owner): _____

Email of Tenant (if different than Property Owner): _____

Phone of Tenant (if different than Property Owner): _____

Does your home have a basement and/or crawl space? __ Y __ N

Do you have any buried installations that may be affected by digging? (Electric dog fences, sprinkler systems, etc? __ Y __ N

Does your home have any hidden hazards that the City should be cautious of during construction? __ Y __ N

Hidden Hazards: Please list any known hidden hazards or recent plumbing work on your property that may prevent the work or injure the workers such as buried sprinkler lines, underground electrical wiring, or previous excavation work: _____

Please sign and return this form to the address below:
**City of Kendallville
Clerk Treasurer's Office
234 S. Main Street
Kendallville, IN 46755**