



Customer-Side Lead Service Line Replacement Contract By and Between the Property Owner, Contractor and Sun Prairie Utilities

Date of Application _____

Property Owner _____ Phone _____ email _____

Property Address _____

Tenant(s) _____ Phone _____ email _____

Plumbing Contractor _____ Phone _____ email _____

Property Owner/Contractor Amount \$ _____ Combined Property Owner/SPU Amount \$ _____

Property Owner/SPU Grant Amount \$ _____ Property Owner/SPU Loan Amount \$ _____

The Property Owner has entered into a contract with an SPU Pre-Qualified Plumbing Contractor for replacement of the customer-side lead service line (LSL) at the above-stated address.

The property owner certifies that:

1. The Property Owner alone, or collectively with others, owns the entire fee simple title to the property served by a customer-side LSL.
2. The Property Owner's customer-side LSL is either attached to a Utility-side service line that is not an LSL, or a Utility-side LSL scheduled for replacement and for which the Property Owner has been notified by the Utility of such scheduled replacement.
3. The Property Owner authorized a temporary right of entry and construction easement authorizing the Utility access to the dwelling as needed.
4. Copies of written quotes from at least two Contractors for the replacement of the customer-side LSL are attached.

The replacement of Property Owner's customer-side LSL is subject to the City of Sun Prairie Plumbing Inspector or SPU certifying that the replacement of the lead service line is complete and done in compliance with all applicable laws, ordinances, and regulations.

SPU is authorized to offer a fifty percent (50%) **grant** up to a maximum of two thousand dollars (\$2,000.00) for the customer-side LSL replacement. In addition, SPU may, at the property owner's option, finance a **loan** for the balance due over a 5-year period (60 months) in equal monthly installments as a separate charge on the Property Owner's monthly utility bill with an interest rate of zero percent (0%).

Upon completion of work, the Property Owner shall provide SPU with a copy of the invoice from the Plumbing Contractor. Upon proof of completion satisfactory to the Property Owner and SPU, SPU shall directly pay the Plumbing Contractor the amount of money approved by SPU for financial assistance (the combined grant and loan amount) within 10 business days. SPU shall provide the Property Owner with documentation of such payment. The Plumbing Contractor agrees to apply the payment received from SPU against the Contract Amount.

The Property Owner confirms that the maximum amount SPU will pay for the replacement of customer-side LSL is the total combined Grant Amount and Loan Amount. Any amount the Contractor charges above the total combined Grant Amount and Loan Amount is the responsibility of the Property Owner and not SPU unless approved by both the Property Owner and SPU.

The Property Owner is responsible for any property modification needed to facilitate the new customer-side LSL, and is responsible for the restoration of any sidewalk, turf, or any other surface that is disrupted as part of the customer-side LSL replacement. The Property Owner may include this restoration, and any property modifications as part of the contract with the Contractor. SPU will review the contract to determine if any additional work is necessary to complete the project.

The Property Owner understands and agrees that the Property Owner is responsible for the selection of the Plumbing Contractor and has contracted with the Plumbing Contractor for the replacement of the Property Owner's customer-side LSL independent from SPU. Accordingly, in consideration for the amount paid by SPU as described above, the Property Owner agrees to release Sun Prairie Utilities, and its employees and officials, from any loss, damage or unexpected costs or expenses arising from replacement of Property Owner's customer-side LSL.

Property Owner

Contractor

Property Owner

Sun Prairie Utilities