

PROPERTY OWNER AGREEMENT



**AUTHORIZATION AGREEMENT FOR REPLACEMENT OF
LEAD SERVICE LINE ON YOUR PROPERTY**

Es necesario tomar medidas con respecto al reemplazo de la línea de servicio de agua con plomo en su propiedad. Una copia en español de este documento está disponible solo como referencia. Escanea el código QR o visita www.lehighcountyauthority.org/leadfree. Por favor, devuelva la copia en inglés del acuerdo.



RESPONSE REQUIRED

Lehigh County Authority (LCA) is offering certain property owners replacement of their lead service line from the water main to the curb stop and from the curb stop to the meter or to interior plumbing, at no cost to the property owner as part of the 2024 project. In accordance with U.S. Environmental Protection Agency regulations, the property owner’s portion of the service line is considered to be composed of lead and requires replacement if the service line is made of lead material or is made of galvanized steel requiring replacement due to prior exposure to a lead service line from the water main to the curb stop. You are receiving this information, agreement form, and the opportunity to replace your service line at no cost because your service line has been identified as requiring replacement in accordance with the above.

Under LCA’s Rules and Regulations, LCA owns and maintains residential service lines from the water main to and including the curb stop. The property owner owns and is responsible for the maintenance of that portion of the water service line running from the curb stop to the meter at the premises being served with LCA water. As part of our work on your street, LCA, subject to available funding, will be (1) replacing lead service lines for which the LCA has maintenance responsibility (from the water main to the curb stop) and (2) replacing the portion of the lead water service line owned by the property owner (from the curb stop to the water meter or to interior plumbing), when the property owner signs this Agreement. (See Exhibit A – “Service responsibilities explained”)

Property owners, or the owner’s legal representative, must give their authorization by signing this Agreement.

If LCA determines at any time before or after this Agreement is signed, in its sole discretion, that replacement of the portion of the lead water service line owned by the property owner at a particular property or related interior plumbing modification is not technically feasible or that safe and secure conditions are not present, or will result in excess expense, due to conditions such as length, terrain, obstructions, structures, pavement, trees, or other utilities, LCA may exclude such property from the project and not replace the remaining portion of the lead water service line. In addition, upon further inspection of the property and service line, if LCA determines the property owner’s service line is not a

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lead service line requiring replacement, LCA may exclude such property from the project and not replace the service line.

Following is a description of responsibilities of LCA and property owners who will participate in this program to have their service line replaced:

LCA's Responsibilities:

- As part of its project and with property owner's signed Agreement, LCA, subject to the terms and conditions set forth in this form, will (1) replace the service line from the water main to the curb stop if it is determined to require replacement, (2) replace the service line from the curb stop to the water meter (for meters inside the property) or to a point within 1-foot inside the outer foundation wall of the property (for meters outside the property), (3) backfill any excavation from the curb stop to the property, (4) make interior plumbing modifications related to service line replacement (limited to installation of a backflow preventer and thermal expansion tank); (5) restore interior property (limited to drywall and foundation repair and not including repainting and finishing); and (6) restore exterior property, as near as practical, to the condition it existed in prior to the commencement of work, all at no cost to property owner. LCA reserves the right to determine the appropriate stopping point for private service line replacement due to encountered site conditions such as those affecting the property structure or impacting other customers who have not consented to the work.
- LCA's contractor or sub-contractor will be responsible for obtaining all necessary permits.
- LCA will require by contract that the contractor and/or sub-contractor are insured.
- LCA's contractor or sub-contractor will be responsible for providing all pipe, fittings, miscellaneous material, equipment, tools, and labor to (1) replace the service line from the curb stop to the water meter or to interior plumbing, (2) backfill any excavation from the curb stop to the property, and (3) make any interior plumbing modifications related to service line replacement included in the project. All replacement and repair debris will be removed from the work area by LCA's contractor or sub-contractor upon completion of work.
- LCA's contractor or sub-contractor, before any work is done, will examine the areas of the property that will be disturbed by construction and provide a list of related work that needs to be done by the property owner prior to or after the service line replacement.
- LCA or its contractor may take interior and exterior photos before and after work begins.
- If the service line or any plumbing connected to it is damaged during the replacement of the service line and the property owner notifies LCA of the damage within eighteen (18) months of installation of the new service line, LCA's contractor will be responsible for repairing or replacing the damaged service line and any damaged plumbing connected to it. LCA will be responsible for normal maintenance of the part of the service line from the curb stop to the meter for a period of eighteen (18) months from the date of installation. LCA will not be responsible for damage to the service line caused by the property owner, any tenant, any resident, or any third party. LCA will otherwise have no maintenance responsibility or any other responsibility for (1) the part of the service line from the curb stop to the water meter or from an outside meter into the property or (2) interior plumbing modifications.

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- LCA is responsible for final grading, seeding, and the restoration of exterior landscaping and hardscaping on the property that will be disturbed as part of the project. Replacement and/or restoration shall be done to restore the property to its original condition, or as near thereto as practicable.
- LCA will provide educational materials and other information and materials (including lead filters and instructions for use) to inform the property owner of the risks associated with lead in drinking water and methods to mitigate those risks for a period of time following replacement of the lead service line.

Property Owner’s Responsibilities:

- Property owner recognizes that during the replacement and any maintenance of the service line there will be an interruption of water service to the property.
- Property owner or designee, at least 18 years in age, must be at the property on the dates and times scheduled for the contractor to perform the work.
- Property owner must provide reasonable, safe, secured, lighted, and unencumbered access to the water meter and to the water service piping inside the property, including maintaining the area in a reasonably sanitary and odor free condition, and including access to the wall or floor area where the water service line enters the building, and moving any items blocking access such as boxes, furniture, washers, dryers, etc. If property owner does not provide these accommodations, LCA reserves the right to not complete the lead service line replacement.
- If the meter and/or service line is located behind a finished wall, or under a finished floor such that gaining access will disrupt the room finish, the property owner is responsible for removing the obstruction and establishing the necessary access to perform the work.
- After installation of the new service line, maintenance of the service line from the curb stop to the water meter and any interior plumbing modifications remain the responsibility of the property owner (except for LCA’s limited responsibility for normal maintenance of private service lines for eighteen (18) months as provided above).
- Property owner is responsible for performing the required flushing of the property’s plumbing system as described in LCA’s Flushing Instructions for Replacement of Service Lines (attached as Exhibit B) after completion of the work.
- Property owner agrees to take tap water samples and return them to the laboratory in accordance with the Tap Water Sample Instructions for Replacement of Service Lines (attached to this Form as Exhibit C).
- For service lines for which LCA will provide maintenance, as described herein, property owner agrees to (1) promptly notify LCA in writing of any conditions that may require maintenance of the service line, (2) promptly notify LCA in writing before any sale or transfer of the property and (3) provide to the purchaser or transferee of the property, before a sale or transfer within eighteen months of installation of the new service line, a copy of this Agreement.
- Property owner agrees that by signing this Agreement that LCA is permitted, but not obligated, to replace the service line and make any/all included interior plumbing modifications.

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Property Owner's Authorization:

I hereby authorize LCA to (1) replace the service line from the water main to the curb stop, (2) replace the service line from the curb stop to the water meter (for meters inside the property) or to a point within 1-foot inside the outer foundation wall of the property (for meters outside the property), (3) make any included interior plumbing modifications and (4) provide any included maintenance of the service line in or on my property in accordance with the terms and conditions set forth in this Agreement and I agree to all of the terms and conditions of this Agreement.

I agree that by signing this Agreement that LCA is permitted, but not obligated, to replace the service line and make any included interior plumbing modifications. I agree this Agreement is the final Agreement between the parties, that it will be governed by Pennsylvania law and that it will be binding on the successors to the parties.

I certify that I am the owner, or the legal representative for the owner, of the below service address property and have the legal right and authority to execute this Agreement and to grant LCA the rights set forth in this Agreement. I hereby grant to LCA and its contractors or sub-contractors the license and the right to enter this property and perform such inspections, testing, construction and repairs as determined reasonably necessary for (1) the replacement of my service line and any related interior plumbing modifications and (2) any included maintenance of the service line. I certify that if there are any tenants or other residents of the property other than the undersigned, I will provide them advance notice of the scheduled work and provide a copy of the LCA Flushing Instructions for Replacement of Service Lines to them.

I agree that I am responsible for ensuring that the property is in safe and sanitary condition and that the necessary plumbing shall be accessible for workers to complete the replacement of the service line and any required interior plumbing modifications.

I understand that if the LCA determines that safe and sanitary conditions are not met, or that the plumbing is not accessible, replacement will not be done.

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SERVICE LINE REPLACEMENT AGREEMENT - YOUR RESPONSE IS REQUIRED:

You must sign and submit this Agreement in order for Lehigh County Authority to replace your service line. You own the portion of the service line on your property, and we will not replace it without your consent.

USE THE ENCLOSED ENVELOPE TO SEND US YOUR RESPONSE AS SOON AS POSSIBLE.

Owner Information

Property Information

Property ID: _____

Address: _____

APPROVE LEAD LINE REPLACEMENT AGREEMENT:

I agree, on my own behalf, and on behalf of all other persons who could claim by or through me, except for the express obligations in this Agreement, to release and hold harmless LCA from any and all claims, causes of action, damages, or losses, of any nature whatsoever, that I may have with respect to the work authorized by this Agreement; it being acknowledged and agreed by me that I have accepted the offer of (1) replacement of the service line and any included interior plumbing modifications and (2) maintenance of the service line voluntarily at no cost.

_____ Date: _____
(Signature of Property Owner)

(Typed or Printed Name)

Please provide the contact information where you can be reached during normal business hours:

Daytime Phone: _____

Evening Phone: _____

Email: _____

If you cannot be present during the replacement, please provide the contact information of a representative that you have authorized to provide us with access to your property: (Optional)

Representative Name: _____

Daytime Phone: _____

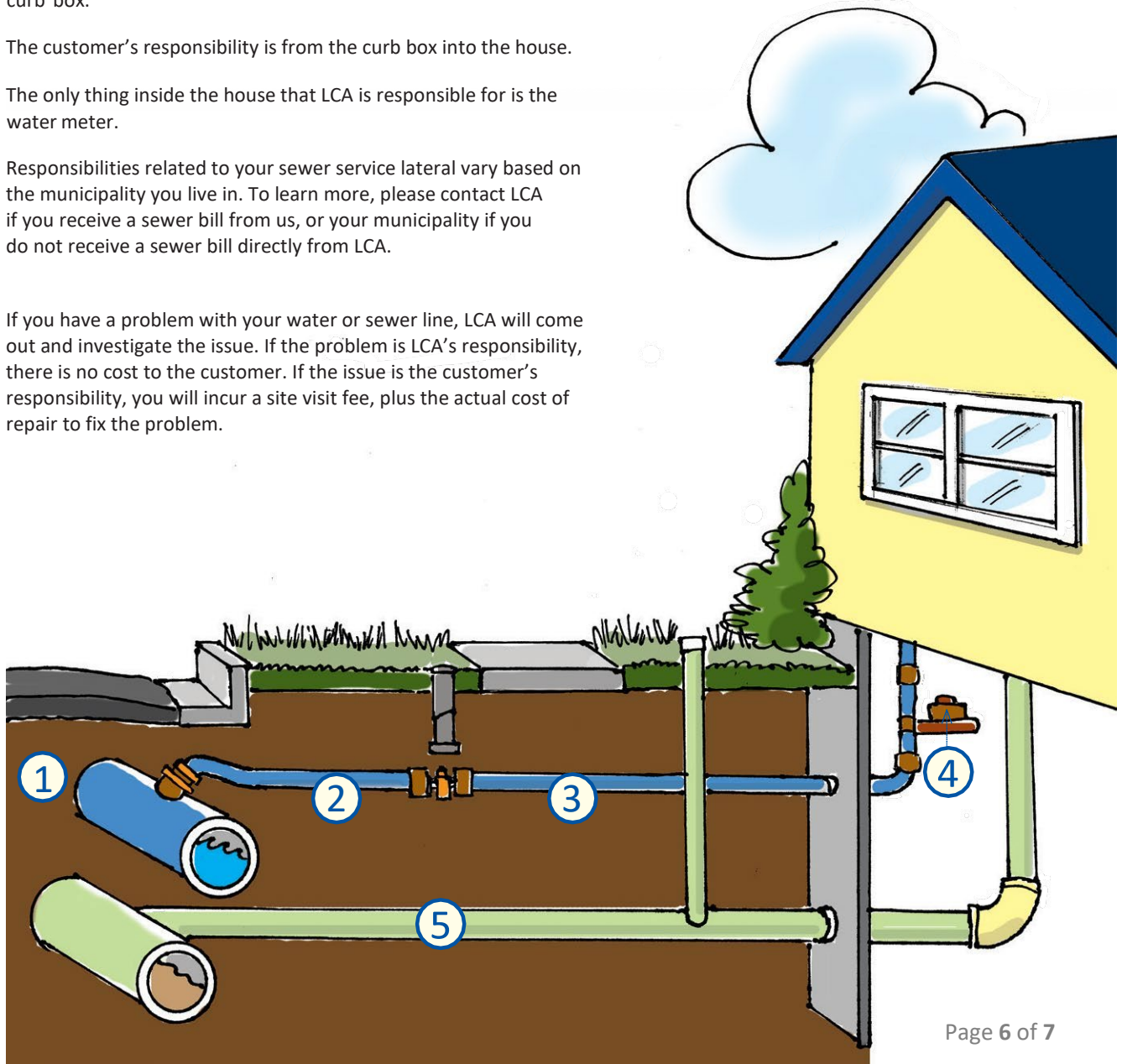
Email: _____

EXHIBIT A: Service responsibilities explained

A common question customers have is what they are responsible for when there is an issue with the water or sewer line. This diagram explains what LCA is financially responsible for and what you, the customer, are responsible for.

- 1 For your water service, there is a service line that goes from the water line in the street into the house. There is valve in the curb line, called curb box, and that is where the valve is located to turn the water on or off in your house.
- 2 LCA's responsibility is from the water main in the street up to that curb box.
- 3 The customer's responsibility is from the curb box into the house.
- 4 The only thing inside the house that LCA is responsible for is the water meter.
- 5 Responsibilities related to your sewer service lateral vary based on the municipality you live in. To learn more, please contact LCA if you receive a sewer bill from us, or your municipality if you do not receive a sewer bill directly from LCA.

If you have a problem with your water or sewer line, LCA will come out and investigate the issue. If the problem is LCA's responsibility, there is no cost to the customer. If the issue is the customer's responsibility, you will incur a site visit fee, plus the actual cost of repair to fix the problem.



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EXHIBIT B - FLUSHING INSTRUCTIONS

HAZARDS RELATED TO LEAD SERVICE LINE REPLACEMENT AND YOUR OPTIONS

Even though we are replacing the lead service line at your property, disturbance during work may temporarily increase lead levels. These flushing instructions are an additional method to minimize lead in your property's water supply. Do not consume any tap water or open hot water faucets during the following procedures.

IMMEDIATELY AFTER LCA PERFORMS REPLACEMENT WORK, FLUSH ALL FAUCETS USING THESE STEPS:

- Throw away any ice in your freezer. If you have an automatic ice maker, shut it off.
Tip: Do not use any filtered water from your refrigerator or any other source until you complete the flushing.
- Unscrew and remove the aerators from all of your sinks and taps.
Tip: If your aerator is difficult to remove, you may need to use a pair of pliers.
- Once your aerators are removed, separate the parts and remove any debris. Soak the parts in white vinegar and scrub them with a brush.
- Starting at the lowest level of your property and working your way up, fully turn on all the cold water taps in your sinks, tubs, and showers.
Tip: Make sure to turn on any taps and hose spigots on the outside of your property as well.
- After you turn on the last tap, allow the water to run for at least 30 minutes.
- Starting at the highest level of your property and working your way down, shut off each of your water taps.

EXHIBIT C - WATER SAMPLE TEST INSTRUCTIONS

LCA asks the property owner to collect a water sample after the line is replaced. Follow the instructions for sampling the water and send to the lab as instructed in the water sample kit.

Post-Construction Water Sample

After replacing the lead water service line at your property, LCA requires the Owner or Occupant to sample the water in your property. In addition, LCA may ask you to resample the water if your initial sample shows lead levels above the Action Level of 15 parts per billion set by the U.S. Environmental Protection Agency and the Pennsylvania Department of Environmental Protection. This will help to inform you and LCA about the quality of drinking water in your property after lead service line replacement.

Sample Collection Instructions

Three to six months after lead service line replacement, you will be contacted regarding getting a test kit. Follow directions included with the test kit on how and when to collect samples. Instructions on how to return the samples to LCA will also be included with the test kit.

THANK YOU FOR YOUR COOPERATION IN THIS IMPORTANT EFFORT TO REMOVE LEAD PIPES!