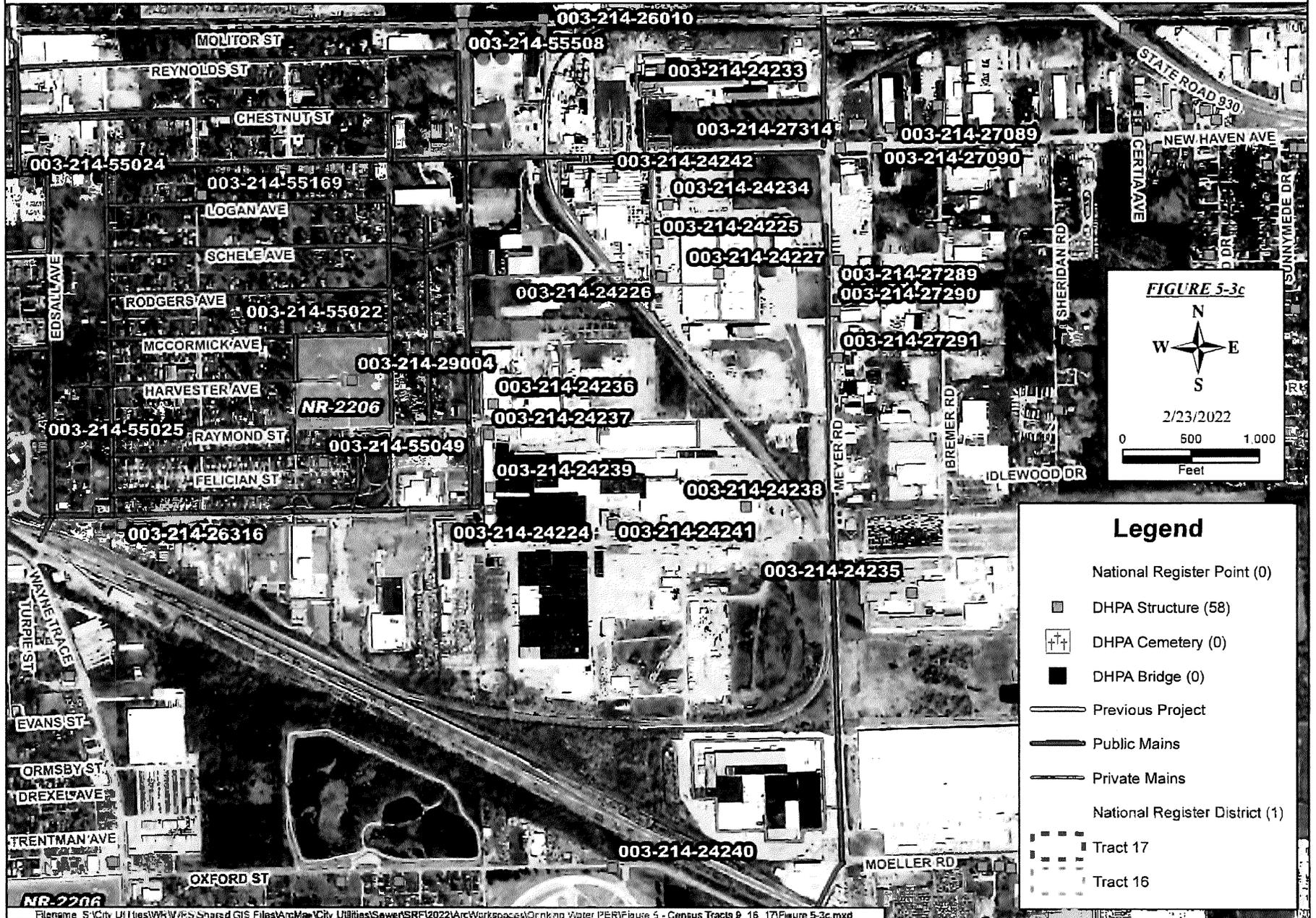




# LSLR - CENSUS TRACTS 16 & 17 (EAST)



**CHAPTER 6  
 PROPOSED PROJECT**

**SELECTED PLAN COMPONENTS AND PROCESSES**

The proposed project will replace approximately 2,100 lead service lines in the identified census tracts. The service lines will be replaced by directional drilling and, as a result, there will be minimal disruption to the pavement and lawns.

**Project Costs**

Table 6-1 identifies the cost estimates for the lead service line replacement. The City utilizes a work allowance for these projects instead of contingencies. Because the City does a significant quantity of water main replacements every year, the potential for change orders is minimized, and a 10% contingency is not necessary. There may be more than one contractor selected to complete this work.

Design of these projects is done in-house; therefore, no planning and design costs are included in the total cost estimate.

**TABLE 6-1  
 LEAD SERVICE LINE REPLACEMENT  
 ESTIMATED PROJECT COSTS**

Description	QTY	UNIT	Unit Price	Extension
Mobilization and Demobilization	1	LS	\$300,000	\$300,000
Maintenance and Protection of Traffic	1	LS	\$200,000	\$200,000
Video Documentation of Conditions	1	LS	\$100,000	\$100,000
Restoration	1	LS	\$300,000	\$300,000
LSLR - Public Side	2087	EA	\$2,000	\$4,174,000
LSLR Private Side	2087	EA	\$2,400	\$5,008,800
Subtotal Construction				\$10,082,800
Work Allowance				\$100,000
Total Construction				\$10,182,800
CM&I				\$706,000
Legal Financial				\$302,500
Subtotal Non-Construction				\$1,008,500
<b>Total Project Cost</b>				<b>\$11,191,300</b>

**Project Schedule**

PER Submittal	March 2022
Anticipated PER Approval	November 2022
Complete Design	November 2022
Bid Opening	February 2023
IURC Approval	March 2023
Loan Closing	April 2023
Begin Construction	May 2023
Construction Completion and Startup	December 2024

**Land Acquisition**

Land acquisition will not be required for these projects; however, the city will need right of entry from each homeowner to replace the complete lead service line. Exhibits to this Chapter include the initial notification letter, right of entry form, and opt out form.

**Contract Operations**

The operation of the facilities will be accomplished with City personnel. There is no intention on the part of the City to move towards Contract Operations.

**GREEN PROJECT RESERVE/CLIMATE RESILIANCY INITIATIVE**

There are no green components associated with this project.

**CHAPTER EXHIBITS**

- 6-1 LSLR Program Letter to Property Owners
- 6-2 LSLR Program Opt In and Right of Entry Form
- 6-3 LSLR Program Opt Out Form



# CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

Example mailing date

[REDACTED]

or Current Property Owner

[REDACTED]

[REDACTED]

WO#Example

**Re: Replacement of Privately-Owned Lead Water Service Line**

[REDACTED]

[REDACTED]

City Utilities Project no. WO#Example, Example Project

Dear Property Owner:

Fort Wayne City Utilities has the privilege of providing healthy and safe water service for the residents of Allen County. The Three Rivers Water Filtration Plant produces high-quality water that meets or exceeds Federal and EPA standards. We are proud of the water we provide, but some older homes in our community may have a lead or galvanized service line, which can cause an elevated level of lead in drinking water at those homes. To help remedy this issue, City Utilities is undertaking a project to replace these service lines to residences with new service lines made of safer materials. This mailing is going to residents who have older homes and who may be able to take advantage of financial assistance to replace the service line on their property with safer materials.

Since you own and are responsible for the portion of the water service line from the curb stop valve to your house, we need your permission to replace the service line on your private property. If you agree to allow us into your property to perform this work, and the contractor finds that your water service line is made of lead or galvanized steel, then your water service line will be replaced from the street to your meter. You will be responsible to pay for replacement of your portion of the line however, the replacement is not mandatory. If no lead or galvanized steel is found, or you choose not to replace the service line, no private replacement will occur and you will not be responsible to pay anything.

We understand that replacing a service line is an expense many of us do not plan for. To help, City Utilities has negotiated a price cap and developed a loan plan that will allow you to pay for the replacement over a period of up to ten years. If you wish to have this work performed as part of the City's project, please execute and return the enclosed Special Contract for Lead Service Line Replacement. **The Special Contract must be signed and returned no later than Example deadline date.** Your share of the cost will be \$ XXXXX.XX and you will not be billed for the work until the work is

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802-1804 • [www.cityoffortwayne.org](http://www.cityoffortwayne.org)

An Equal Opportunity Employer

complete. You may pay the entire billed amount with no penalty; or you may take advantage of a loan from City Utilities under which you would make monthly minimum payments of \$XX.XX (including annual interest at a rate of X.X%) for a maximum of 10 years.

To replace your water service line, contractors will need to work both inside and outside of your home; however no internal plumbing located after the water meter will be replaced. The replacement will use trenchless methods such as pipe pulling, directional drilling, or pipe bursting wherever possible. Open cut installation will only be allowed with prior Owner approval. When the work is complete the contractor will plant grass, patch asphalt and concrete, and seal the entrance into your foundation or foundation wall if disturbed by the work. All other restoration will not be performed by the contractor and shall be the responsibility of the property owner.

A grounding rod is a device that protects your home from power surges, such as a lightning strike. Most homes have electrical grounding rods installed. However, in some older homes the grounding rods may not be in working condition, may not have been installed at all, or the connections between metal (bonding) inside the home may not be up to code. In these rare cases, the water service line may act as the only path to ground for electricity. In order to perform a full service line replacement, the electrical connection across the meter will be removed. The metal service line will be replaced with HDPE (plastic). This means the water service line will no longer function as a path to ground for your electrical system. For this reason, it is recommended that homes without ground rods and bonding in working condition have electrical grounding and bonding installed prior to the water service line replacement.

For information on the risks associated with lead, please visit EPA's website at: [www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water](http://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water).

We encourage you to participate in this program to reduce health risks. If you choose not to replace your privately-owned portion of the water service line, the public portion will still be replaced from the water main to the curb stop valve. This partial water service line replacement might temporarily elevate levels of lead in your drinking water. Therefore, if you choose not to replace the service line, City Utilities will provide you with a free filtering pitcher designed to remove lead from the water, as well as recommendations for flushing your interior plumbing. To help avoid your family being exposed to a higher level of lead in your drinking water as the result of a partial lead service line replacement, you would need to use the filtering pitcher for 180 days for any water used in drinking and cooking, and also follow the flushing instructions every day for 90 days following the work.

Thank you for your cooperation with this important public utility project. If you have any questions or concerns, please contact us at (260) 427-1234. If you do not wish to participate, please return the enclosed Acknowledgement and Waiver form. Documents should be returned to the following address:

City of Fort Wayne – City Utilities - Engineering  
ATTN: Lead Service Line Replacement  
200 E. Berry St., Suite 250  
Fort Wayne, IN 46802

Este es un programa de la Ciudad para ayudar a eliminar las tuberías de agua de plomo potencialmente peligrosas a su hogar. Para obtener ayuda, llame a nuestros representantes de servicio al cliente al (260) 427-1234.

ဒီမြို့တော်ရဲ့ ပရိုဂရမ်က သင်တို့အိမ်က ဘေးအန္တရာယ် ဒီမြို့တော်ရဲ့ ပရိုဂရမ်က သင်တို့အိမ်က ဘေးအန္တရာယ် ဖြစ်စေနိုင်သည့် ခဲအဆိပ် တက်စေနိုင်သော ရေပိုက်လုံး များ ကိုဖယ်ရှား ပေးဖို့ အတွက် ကူညီပေးပါသည်။ အကူအညီယူရင် အောက်ပါ ဖုန်းနံပါတ် ကိုခေါ်ဆိုနိုင်ပါသည်။ ၂၆၀-၄၂၇-၁၂၃၄ဖြစ်စေနိုင်သည့် ခဲအဆိပ် တက်စေနိုင်သော ရေပိုက်လုံး များ ကိုဖယ်ရှား ပေးဖို့ အတွက် ကူညီပေးပါသည်။ အကူအညီယူရင် အောက်ပါ ဖုန်းနံပါတ် ကိုခေါ်ဆိုနိုင်ပါသည်။ ၂၆၀-၄၂၇-၁၂၃၄

**Special Contract for Lead Service Line Replacement**  
**COMPLETE AND RETURN THIS FORM IF YOU DO WISH TO PARTICIPATE IN THE**  
**CITY'S LEAD SERVICE LINE REPLACEMENT PROGRAM.**  
**Cross-Reference Allen County Recorder's Office Document no.:** [REDACTED]

<b>LEAD SERVICE LINE REPLACEMENT PROGRAM</b>	<b>Project:</b>	<b>Example Project, WO#Example</b>
	<b>Auditor Parcel ID:</b>	[REDACTED]
	<b>FWCU Account no.:</b>	[REDACTED]
	<b>Notice Date:</b>	<b>Example mailing date</b>

**Owner:** Return this signed Special Contract for Lead Service Line Replacement ("**Special Contract**") by **Example deadline date** ("**Return Deadline**") to confirm your participation in the Lead Service Line Replacement Program ("**LSLRP**"). If you do not wish to participate in the LSLRP, please sign the Fort Wayne City Utilities Lead Service Line Replacement Program Acknowledgement and Waiver form enclosed herewith.

**Return Address:** Fort Wayne City Utilities ("**FWCU**"), 200 E. Berry St., Ste. 250, Fort Wayne, IN 46802 (return envelope enclosed).

**"Property"** [REDACTED]

**"Owner"** (collectively, if more than one) [REDACTED]

**Owner Mailing Address** (if different from Property address)

**Owner Contact Information** (Required to Schedule Interior Work) Preferred Contact

\_\_\_\_\_ cell phone

\_\_\_\_\_ other phone

**Additional Notes (If Any):**  
*(Notes that conflict with the terms of the Special Contract will not be accepted.)*

[Signature Pages and Exhibits on Following Pages.]

I/We, the undersigned Owner, have received and read the *Options to Replace Lead Service Line* and hereby elect to participate in the LSLRP. Owner agrees to comply with the terms and conditions of the LSLRP set forth in Exhibit A (Work Cost) and Exhibit B (Terms and Conditions) attached hereto and incorporated into and made a part of this Special Contract.

Signed by Owner on the date indicated below, effective on the signature date or if not dated, on the date of receipt by the FWCU ("**Effective Date**"). Signature must be notarized.  
(MUST BE SIGNED IN FRONT OF A NOTARY BY EACH PROPERTY OWNER NAMED ON DEED)

_____ Signature	_____ Signature
_____ Printed name (and title, if Owner is a business entity)	_____ Printed name
_____ Date	_____ Date
_____ Signature	_____ Signature
_____ Printed name	_____ Printed name
_____ Date	_____ Date

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF ALLEN     )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, and acknowledged the execution of the foregoing *Special Contract for Lead Service Line Replacement* as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature                      Notary Public Printed Name

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

This instrument prepared by Brandon Almas, Associate City Attorney, City of Fort Wayne. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (Brandon Almas).

**EXHIBIT A**  
**Work Cost**

**Work Cost:** The “**Work Cost**” shall be defined as the total cost of the private side lead service line replacement project, as illustrated below. If nine or more replacements occur within a ½ mile of your property, the price of replacement is cheaper due to economy of scale. If this bulk pricing cannot be achieved, the low volume pricing will be used as illustrated by the Work cost breakdown. The Work Cost excludes additional costs that may need to be incurred by Owner, e.g. in providing access or restoring items that Owner is responsible for as defined in the *Terms and Conditions* in Exhibit B herein below. To avoid unexpected delays in Work or termination of the contract, Owner must remove obstacles prior to the Work per the Owner Obligations (defined in the *Terms and Conditions*).

**Owner’s Share:** The Work breakdown based on the currently selected contractor is shown below. If the selected contractor is changed, the property owner will be notified of any price changes before Work starts and may refuse the Work at that time. Owner will not be billed for the Work until Work is completed. After Work is completed, City Utilities will send a statement and provide 60 days to pay in full before interest starts to accrue. Payments may be made over 10 years.

<b>WORK COST BREAKDOWN</b>		
<b>Can be paid in full or financed for up to 10 years</b>		
Description of Work	Total Cost (Without Interest)	Monthly cost over 10 years with 7.5% interest*
Water Service Line Replacement Low Volume Pricing (8 or Less Replacements in ½ Mile)	Contractor’s low volume pricing	Contractor’s price split into monthly payments over 10 years with 7.5% interest
Water Service Line Replacement Bulk Pricing (9 or More Replacements in ½ Mile)	Contractor’s bulk price	Contractor’s price split into monthly payments over 10 years with 7.5% interest

\* Interest rate is Wall Street Journal Prime Rate plus 2.000 percentage points, determined as of April 23, 2019

**EXHIBIT B**  
**Terms and Conditions**

1. **Program Benefits.** To qualify for the different types of benefits available under the LSLRP, the Owner must meet the eligibility criteria for the applicable program benefits.
  - a. **Financing.** Financing is available to all residential property owners with a 5/8" or 3/4" meter who are customers of FWCU. Financing is offered over a term of ten (10) years with fixed interest at the WSJ prime index plus two percentage points, determined as of April 23, 2019.
  - b. **Program subject to funds.** Owner agrees that any benefits available under the LSLRP are subject to availability of funds. FWCU shall have no obligation to provide benefits under the LSLRP if funds are not available.
  
2. The **"Work"**. The work shall be defined as any and all necessary activities to replace the existing lead or galvanized steel service line with a new HDPE service line from the curb stop valve to approximately 6-inches beyond the outlet valve of the meter setting in the building (or if exterior meter, to the first interior valve), including the following:
  - a. **"Exterior Work"**. The Exterior Work shall include:
    - i. Measurement, surveying, and marking in preparation for installation.
    - ii. Excavation to install the HDPE service line. Trenchless methods will require excavation of a minimum of one 4-foot x 6-foot pit at the curb stop valve. Additional pits may be necessary if boring of a new route through the soil is necessary. If FWCU determines that trenchless methods are not possible due to soil and other conditions on the Property, a 2-foot wide trench will be excavated from the curb stop valve to the point of entry of the service line into the building with prior Owner approval.
  - b. **"Interior Work"**. The Interior Work shall include all activities inside the building on the Property necessary to complete the Work. This may include:
    - i. Enlarging the existing entry point or creating a new entry point through the building wall or basement floor to accept the new HDPE service line, if necessary.
    - ii. Cut and remove existing lead or galvanized steel service line at the water meter setting, install a new shutoff valve, connect the new HDPE service line to the existing premise plumbing, and install new meter setting supports as needed.
    - iii. If an electrical grounding system is found to be attached to the lead service line, it will need to be removed to perform the Work. Reinstallation of the electrical grounding shall be the responsibility of the Owner. Owner expressly agrees that FWCU shall not have any liability related to the manner of installation or failure to complete such installation of the electrical grounding and bonding, and Owner hereby waives and releases any and all such claims against FWCU.
  - c. **Restoration.** Following installation of the new HDPE service line, the Property will be restored by FWCU as follows:
    - i. Backfilling of excavated lawn areas with existing soils and include no less than 4-inches of topsoil.
    - ii. All impacted lawn areas will receive seed and straw during the growing season. Watering grass seed will be the responsibility of Owner.
    - iii. All impacted concrete and asphalt paved surfaces will be repaired or replaced with appropriate materials similar to those that were removed to allow the work to be completed.
    - iv. Entry point into the foundation wall or slab will be sealed to prevent water infiltration.
    - v. Any other restoration required will not be performed by FWCU (including its agents, employees, and contractors). FWCU shall not be responsible for damage to nor required to restore any personal property, landscaping or improvements including without limitation, plantings, pavers, drywall, flooring, ceilings, paneling, or furniture disturbed in order to perform the Work due to Owner's failure to remove such items as required in Section 3: Owner's Obligations.

- d. Inspection. FWCU reserves the right to inspect the Work to verify compliance with applicable laws and regulations, including FWCU design standards.
- e. System Flushing. FWCU will flush the system using an outside spigot or utility sink in the building to fully flush the new HDPE service line for at least ten (10) minutes. Further flushing recommendations may be provided to Owner following completion of the Work.

3. **Owner's Obligations.**

- a. Prerequisites to Work. Owner shall be provided advance notice of the date(s) of the Work ("**Work Date**"). Prior to the Work Date, Owner shall remove any personal property, landscaping and improvements that may interfere with or inhibit access to the Work areas, including but not limited to those described below.
  - i. Exterior access. Owner shall remove and provide protection for any exterior items required to perform the Work, including without limitation any walls, sculptures, ornaments, or furniture. Owner is responsible for digging up living plant material prior to the start of construction and providing necessary protection for the plants during construction. Any replanting or reinstallation of those items to the original locations will be the responsibility of Owner upon completion of the Work.
  - ii. Interior Work area. Owner shall remove and provide protection for any and all personal property, improvements or other obstructions (including stored items, furniture, drywall, paneling, etc.) necessary to provide access to the Interior Work area, which includes the area around the interior water meter and the service line between the meter (or first interior shutoff valve, if an exterior meter) and the point at which the water service line enters the building. The reinstallation of those items to the original locations will be the responsibility of Owner upon completion of the Work.

On the Work Date, any landscaping, improvements, personal property or other items obstructing access to or impeding performance of the Work may be grounds for termination of this Special Contract or delay the Work until obstructions are removed by Owner. If agreed upon by Owner and Contractor, the obstructions material may be removed by the Contractor in order to perform the Work, and Owner hereby waives all claims against FWCU for damage due to removal of items necessary to perform the Work, as it is Owner's responsibility to remove such items prior to the Work Date. Additional contractor costs for removal of obstructions cannot be added to the Work Costs in accordance with Exhibit A (Work Cost) to this Special Contract unless approved by FWCU. If FWCU determines such additional costs cannot be added to the Work Costs, the Owner will be responsible for paying such costs to the Contractor directly.

- b. Ownership and Maintenance of Service Line. Notwithstanding Owner's participation in the LSLRP, Owner acknowledges that Owner retains ownership of and repair responsibility for the water service line at all times following completion of the lead or galvanized steel service line replacement project.
- c. Payment of Owner's Share. Owner shall be responsible for the full amount of fees that may be due for the applicable LSLRP benefits. Owner may prepay all or a portion of the outstanding balance without penalty.
- d. Remedies for Failure to Pay. In addition to any other available statutory remedies, if Owner and/or Owner's individual successors and assigns, fails to pay any amount due under this Special Contract by the applicable due date, FWCU may terminate water service to Owner and/or Owner's individual successors and assigns. In addition, FWCU may place a lien against the Property in an amount equal to the outstanding repayment amount and/or fees, including any attorney fees, court costs, or other expenses associated with collecting the outstanding balance.
- e. Transfer or Sale of the Property. During the Term of this Special Contract, unless amounts due from Owner have been fully paid, Owner shall disclose and provide a copy of this Special Contract to a purchaser under contract to purchase the Property or other potential transferee of the Property. At closing, Owner shall either:
  - 1) assign and shall cause transferee to assume this Special Contract by completing an *Assignment and Assumption Agreement* and provide to FWCU a written copy of the completed *Assignment and Assumption Agreement*

*Assumption Agreement to the LSLRP Program Director 200 E. Berry St., Ste. 250, Fort Wayne, IN 46802; or*

2) pay the full amount that is due and owing to FWCU.

Notwithstanding any assignment to the transferee, Owner shall not be released from its obligations to FWCU under this Special Contract; rather, following the date of the assignment, Owner shall be secondarily liable to FWCU for any unpaid costs due to FWCU hereunder.

4. **Covenant to Run with Land; Recording.** Owner's obligations hereunder, including but not limited to the obligation to pay the amounts due to FWCU under this Special Contract, shall be deemed covenants running with the land, binding upon all subsequent owners of the Property until satisfied in full. FWCU may record this Special Contract with the Recorder's Office in Allen County, Indiana. FWCU shall be responsible to pay all recording fees.

5. **Term.** The term of this Special Contract shall commence on the Effective Date and, if not sooner terminated as provided herein, shall automatically expire at such time as the Work has been completed and all payments due from Owner have been paid (the "Term").

6. **Right of Entry.** Owner hereby acknowledges that FWCU (including its agents, employees and contractors), will require access to the Property to complete the Work. Owner hereby grants the following rights to enter upon the Property:

- a. **Exterior access.** From the Effective Date until the date of completion of the Work, FWCU shall be permitted to enter upon the Property outside of the building from time to time for the purpose of performing the Work.
- b. **Interior access.** On the Work Date, Owner shall provide access to FWCU for the purpose of performing the Interior Work. Owner or Owner's adult representative shall remain present during the Interior Work. While performing the Interior Work, FWCU may perform needed maintenance and repair or replacement of the City-owned meter setting.

The right of entry granted hereby is executed for the benefit of FWCU (including its agents, employees, and contractors).

7. **Warranty.** Owner acknowledges and agrees that the Contractor selected to perform the Work may offer a warranty on the Work. **OWNER ACKNOWLEDGES AND AGREES THAT FWCU MAKES NO WARRANTY RELATED TO THE WORK AND SPECIFICALLY DISCLAIMS ALL WARRANTIES THAT MAY BE DISCLAIMED UNDER INDIANA LAW INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **Damage; Release.** With the exception of the liabilities expressly stated herein, each party hereby releases and waives claims against each other for damages or injuries resulting from the negligent acts or omissions of the other party, pursuant to the activities under this Special Contract. FWCU shall not be responsible for any damage caused as a result of the Work.

9. **Delays.** FWCU shall make best efforts to perform the Work Monday through Friday, between 7am and 5pm, non-holidays. The following occurrences may require delay or rescheduling of the relevant Work:

- i. Owner's failure to clear obstructions to accommodate the Work.
- ii. Inclement weather.
- iii. Owner's failure to provide access to the Work area.
- iv. Owner's failure to comply with the prerequisites to Work in Section 3 hereof.

10. **Termination.** This Special Contract may be terminated as provided in this Section 10. Following

termination, the Owner shall be responsible for causing completion of the private lead or galvanized steel service line replacement in accordance with applicable laws and regulations.

- a. **By Owner.** At any time prior to commencement of the Work, Owner may terminate this Special Contract by providing written notice to FWCU, along with a signed copy of Fort Wayne City Utilities Lead Service Line Replacement Project Acknowledgement and Waiver form, at the return address on Page 1.
  - b. **By FWCU.** FWCU shall have the right to terminate this Special Contract with seven (7) days advance notice to Owner at the Owner Mailing Address on page 1 under any of the following circumstances:
    - i. FWCU determines that the service line on the Property is lead-free, as determined in accordance with Indiana law.
    - ii. Title to the Property has changed, unless this Special Contract has been assigned to and assumed by the transferee.
    - iii. Owner fails to provide timely access necessary to perform the Work, or is not present at the time scheduled for replacement, and an alternative date and time cannot be coordinated.
    - iv. Owner's breach of any terms, conditions, representations, or warranties under this Special Contract.
    - v. Without cause at any time prior to commencement of the Work.
11. **Representations and Warranties.** The undersigned represents warrants and covenants to FWCU that the undersigned are all of the owners of the fee simple interest in the Property and have the power and authority to enter into this Special Contract and to carry out all obligations hereunder.
12. **Notice.** All notices given under this Special Contract shall be in writing and delivered personally, by first class United States mail, or by a recognized overnight courier service. Notice shall be sent to Owner at Owner's Mailing Address, and to the FWCU at the Return Address on page 1. If Owner sends a notice to FWCU alleging that FWCU is in breach of this Special Contract, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Law Department, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802.
13. **Waiver.** Any failure by FWCU to enforce its rights under this Special Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions.
14. **Forum selection; Governing Law.** This Special Contract shall be governed by and construed in accordance with the laws of the City of Fort Wayne and the State of Indiana. All actions regarding this Special Contract shall be brought in the circuit or superior courts in Allen County, Indiana, and Owner agrees that venue in such court is proper. Owner hereby waives trial by jury with respect to any and all matters arising under this Agreement.
15. **Severability.** If any part of this Special Contract is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
16. **Privacy Notice.** Owner acknowledges and agrees that information provided to or obtained by FWCU, including, without limitation, telephone numbers, email addresses, mailing addresses, specific work requests or other comments relevant to the Work, and information about existing piping materials on Owner's property, may be shared with third parties solely for purposes related to the Work. Such information will not be shared for any other purpose. By signing up to participate in the Lead Service Line Replacement Program, Owner consents to the sharing of such information solely for purposes related to the Work.

[END OF EXHIBIT B"]

**Fort Wayne City Utilities Lead Service Line Replacement Program**  
**Acknowledgment and Waiver**  
CUE WO#Example

COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO PARTICIPATE  
IN THE CITY'S LEAD SERVICE LINE REPLACEMENT PROGRAM.

ADDRESS: [REDACTED]

Your property has been identified by Fort Wayne City Utilities ("FWCU") as possibly containing leaded alloy or galvanized plumbing (valves, piping, solder, faucets, etc.). In certain circumstances, lead plumbing can corrode and leach lead into the user's drinking supply. The United States Environmental Protection Agency ("EPA") and the Indiana Department of Environmental Management ("IDEM") have determined that lead in drinking water can increase a person's exposure to lead, which can have adverse effects on health. More information about the adverse effects of lead can be found on the EPA's website at [www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water](http://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water).

To help minimize the risks of exposure to lead from water service lines, FWCU has implemented a Lead Service Line Replacement Program ("LSLRP"). Through the LSLRP, FWCU intends to replace water service lines containing lead and/or galvanized steel. FWCU will also offer homeowners an opportunity to finance the cost of the lead service line replacement over a period of up to ten (10) years.

Because your property has been identified by FWCU as possibly containing lead or galvanized plumbing, it is recommended that you participate in the LSLRP. You may do so by signing and returning the Special Contract for Lead Service Line Replacement that has been provided to you. Please note that the benefits available under the LSLRP are offered for a limited time. FWCU will excavate a hole for the public replacement regardless of Owner involvement. Using the excavation to also replace the private portion reduces the labor costs and inconvenience of replacing the service line later. Once FWCU replaces the water mains and public service lines in your area there will be no need for this excavation and this cost saving opportunity is lost.

If you do not elect to participate in the LSLRP, FWCU will proceed with a partial lead service line replacement—e.g., FWCU will replace the water public service line, but will not replace the private service line on your property from the curb stop valve to your house. This means that the risk of lead exposure will still exist. A partial replacement can agitate the existing lead pipe, leading to elevated lead levels for a period of time. Following the partial lead service line replacement, the American Water Works Association ("AWWA") recommends the following steps to minimize the risks of lead exposure:

- Do not consume water, ice, or use hot water until you have finished flushing
- Remove aerators or screens including shower heads from all faucets used for flushing
- Beginning with the lowest level of your home, fully open the cold water taps (showers, bathtubs, sinks, laundry tubs, hose-bibs, etc.)
- Keep lower level faucets on and move to each higher floor fully opening faucets
- Let the water run for at least thirty (30) minutes after all faucets are open
- After thirty (30) minutes turn off the first faucet opened and continue to turn off other faucets in the same manner you turned them on
- Clean or replace aerators/screens on shower heads, faucets, etc.

Additionally, FWCU will provide you with a free filtered water pitcher that should be used for a period of 90 days after the partial replacement.

If you have any questions, please contact our Customer Support staff at (260) 427-1234.

By signing below, you acknowledge and agree that you have read this Waiver, understand the risks associated with lead and/or galvanized plumbing, and decline to participate in Fort Wayne City Utilities' Lead Service Line Replacement Program.

Homeowner printed name: \_\_\_\_\_

Phone (optional): \_\_\_\_\_

Homeowner signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please see optional survey below, your feedback is valuable for our continued efforts to improve this program.

Reason for declining work:

- Too costly
- Do not want the disruption
- Service line is not lead or galvanized steel
- Other (please specify below)

---

**CHAPTER 7**  
**LEGAL, FINANCIAL & MANAGERIAL CAPABILITIES**

**RESOLUTIONS**

Specific resolutions must be passed by the Board of Works to comply with the requirements of the State Revolving Loan Fund. These two resolutions are the Signatory Authorization and the PER Acceptance. The Signatory Resolution is attached as an Exhibit to this Chapter. The PER Approval Resolution will be submitted to the Board for approval after the public hearing.

**LAND ACQUISITION**

Land acquisition is not required for the proposed lead service line replacement; however, the City will need to acquire Right of Entry from each property owner to replace the private side lead service lines. A copy of the Right of Entry form is attached.

**MANAGERIAL AND FINANCIAL CAPABILITIES**

The City of Fort Wayne has the managerial and financial capabilities to finance and manage this project. The City has provided water service since the 1930's and continues to meet Federal and State water quality requirements.

**CAPITAL ASSET MANAGEMENT PROGRAM**

The City of Fort Wayne has a Capital Asset Management Plan that meets or exceeds the requirements in SEA 362 and the guidelines required by the Indiana Finance Authority. The certification form is attached at the end of this chapter.

**PROJECT COSTS AND FINANCING**

Table 1-1 identifies the project costs and financing information using an SRF loan.

**TABLE 7-1**  
**SRF PROJECT COSTS AND FINANCING**

Proposed Project Costs	
Supply/Wells Costs	\$0
Transmission/Distribution Costs	\$9,982,800
Treatment Cost	\$0
Storage Costs	\$0
<b>Sub Total Construction Cost</b>	<b>\$9,982,800</b>
Contingencies and Work Allowance	\$100,000
Non-construction Costs	\$1,008,500
<b>Total Project Cost</b>	<b>\$11,091,300</b>
Ineligible Costs	\$0
Other Funding Sources (Local)	\$0
<b>Requested SRF Loan Amount</b>	<b>\$11,091,300</b>

Financial Adviser

- a. Firm Contact: Baker Tilly
- b. Name: Eric Walsh

Bond Counsel

- a. Firm Contact: Ice Miller
- b. Name: Michael Allen

**CHAPTER EXHIBITS**

- 7-1 Signatory Resolution
- 7-2 PER Approval Resolution
- 7-3 Capital Asset Management Program Certification Form

**RESOLUTION NO. 108-3-16-21-1**

**RESOLUTION: SIGNATORY AUTHORIZATION RESOLUTION**

**WHEREAS**, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, herein called the Participant has plans for wastewater and/or drinking water infrastructure improvement projects to meet State and Federal regulations and the Participant intends to proceed with the construction of such works:

**WHEREAS**, the Board of Public Works has adopted this Resolution dated March 16, 2021.

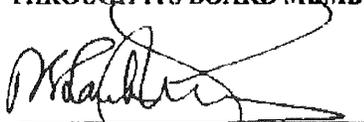
**NOW, THEREFORE BE IT RESOLVED** by the Board of Public Works of the City of Fort Wayne, the governing body of said community, that:

1. Kumar Menon, Director, Matthew Wirtz, Deputy Director, Justin Brugger, and/or Bogdan Vlaga as employees of the City of Fort Wayne be authorized to make application for a State Revolving Fund Loan ("SRF Loan") and provide the SRF Loan Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the Participant; and
2. The Participant agrees to comply with State and Federal requirements as they pertain to the SRF Loan Program; and
3. Two certified copies of this Resolution be prepared and submitted as part of the Participant's Preliminary Engineering Report.

**PASSED AND ADOPTED** by the City of Fort Wayne's Board of Public Works this 16<sup>th</sup> day of March 2021, at its regularly scheduled meeting.

**FORT WAYNE BOARD OF PUBLIC WORKS  
BY AND THROUGH ITS BOARD MEMBERS**

BY:

  
Shan Gunawardena, Chair

BY:

  
Kumar Menon, Member

BY:

  
Chris Guerrero, Member

ATTEST:

 3/16/21  
Michelle Fulk-Vondran, Clerk

**MISCELLANEOUS RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION: ACCEPTANCE OF PRELIMINARY ENGINEERING REPORT**

**WHEREAS**, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, has caused a Preliminary Engineering Reports, PER, dated **March 2022**, to be prepared by the consulting firm of HomeTown Engineering, LLC for the Water Utility; and

**WHEREAS**, said PER has been presented to the public at a public hearing held on **April 12, 2022**, in the Council Chambers, Room 035, Citizens Square, 200 East Main Street, Fort Wayne, Indiana, for public comment; and

**WHEREAS**, the Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended project in the PER.

**NOW, THEREFORE BE IT RESOLVED THAT:**

1. The City of Fort Wayne PER for the Water Utility dated **March 2022** be approved and adopted by the Board of Public Works; and
2. Said PER be submitted to the State Revolving Fund Loan Program for review and approval.

**PASSED AND ADOPTED** by the City of Fort Wayne's Board of Public Works this **12<sup>th</sup> day of April, 2022** after the Public Hearing.

**FORT WAYNE BOARD OF PUBLIC WORKS  
BY AND THROUGH ITS BOARD MEMBERS**

BY: \_\_\_\_\_  
Shan Gunawardena, Chair

BY: \_\_\_\_\_  
Kumar Menon, Member

BY: \_\_\_\_\_  
Chris Guerrero, Member

ATTEST: \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

To be completed at the Public Hearing

**State Revolving Fund Loan Program  
Asset Management Program Certification Form  
Inclusive of  
Fiscal Sustainability Plan Certification**

(To be submitted either at the time of loan closing or no later than the final disbursement of a Participant's loan proceeds)

Participant Name <i>Fort Wayne City Utilities</i>		
Street Address <i>200 E Berry St, Suite 250</i>		P. O. Box Number
City <i>Fort Wayne</i>	State <i>IN</i>	Zip Code <i>46802</i>

Indiana Code 5-1.2-10-16 requires a Participant that receives a loan or other financial assistance from the State Revolving Fund Loan Program (SRF) to certify that the Participant has documentation demonstrating it has the financial, managerial, technical and legal capability to operate and maintain its water or wastewater collection and treatment system. A Participant must demonstrate that it has developed an asset management program as defined in the Indiana Finance Authority's (Authority) Asset Management Program Guidelines.

Section 603(d)(1)(E) of the Federal Water Pollution Control Act (FWPCA) requires a recipient of a loan for a project that involves the repair, replacement, or expansion of a publicly owned treatment works to develop and implement a Fiscal Sustainability Plan (FSP). The requirement pertains to those portions of the treatment works paid for with Clean Water SRF Loan Funds.

The Asset Management Program (AMP) shall be inclusive of the requirements of the FSP for Wastewater and Drinking Water projects and shall include at a minimum the following: (1) A system map (2) An inventory and assessment of system assets (3) development of an infrastructure inspection, repair, and maintenance plan, including a plan for funding such activities (4) an evaluation and implementation of water and energy conservation efforts (5) An analysis of the customer rates necessary to support the AMP (6) Audit performed at least every two years (7) Demonstration of the technical, managerial, legal and financial capability to operate and maintain the system, per the guidelines established by the Authority.

I hereby certify that I am an authorized representative for the above listed Participant and pursuant to IC 5-1.2-10-16 and Section 603(d)(1)(E), the Participant has developed and is implementing an AMP (inclusive of the requirements of an FSP) that meets the requirements established by the Authority. Upon the request of the Environmental Protection Agency (EPA) or the Indiana SRF, the Participant agrees to make the AMP (which includes the FSP requirements) available for inspection and/or review.

Participant's estimated capital asset needs in the next 5 years: \$ 175,000,000

<i>Matthew A. Witz</i>	<i>3/2/22</i>
Signature of Authorized Representative	Date
<i>Matthew A. Witz</i>	<i>(260) 427-2690</i>
Printed Name	Phone Number/Email Address <i>matthew.witz@cityoffortwayne.org</i>

**CHAPTER 8  
PUBLIC PARTICIPATION**

**SUMMARY**

A Public Hearing will be held in the Fort Wayne Council Chambers, Room 035, 200 East Berry, Fort Wayne, IN. Information from the public hearing will be attached as exhibits to this Chapter, including a copy of the public notice, Publisher’s Affidavit, the sign in sheet and minutes of the Public Hearing.