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_____, 2020

EPCOR Water Services Inc., (EPCOR) Lead Pipe Replacement Program – Lead Service Line Replacement Agreement between Customer and EPCOR.

You are receiving this letter in follow-up to our conversation about EPCOR's Lead Pipe Replacement Program. EPCOR has identified your property as a high priority area for replacement of both the EPCOR-owned and the Customer-owned portions of existing lead water service lines to your property. This letter sets out the terms and conditions of the Lead Service Line Replacement Agreement between you and EPCOR, which must be signed before we begin any work.

This **Lead Service Line Replacement Agreement (Agreement)**, is dated _____, 2020 (Effective Date), and is between EPCOR Water Services Inc., (EPCOR); and _____ (the Customer).

Background:

- A. Health Canada has released a new Guideline for Canadian Drinking Water Quality which proposes to reduce the maximum concentration for lead in drinking water from 10 µg/L to 5 µg/L, at the Customer's tap from within the home.
- B. There are no detectable amounts of lead in water when it leaves the Edmonton water treatment plant. However, lead service lines and plumbing components containing lead may cause an increase of lead at the Customer's tap.
- C. EPCOR's Lead Pipe Replacement Program aims to replace the lead service lines from the water main to the Customer's home for high priority, affected areas. The intent of this program is to replace both the EPCOR-owned (from the water main to the private property line) and the Customer-owned (from the property line to the Customer's home) portions of lead service lines with approved materials, to reduce lead content at the tap.

In consideration of the mutual promises set out below, EPCOR and the Customer agree to the following:

Terms and Conditions:

1. EPCOR will make arrangements to hire and pay a contractor of its choice, to replace the Customer-owned and the EPCOR-owned lead service lines with approved materials (the Work) at the following property:

_____ (the Property Address).
2. The Customer is the registered owner(s) of the property in the register maintained by the Registrar of Land Titles under the *Land Titles Act* of Alberta.
3. The Customer grants or will make arrangements to grant EPCOR, its servants, agents, contractors or employees with access to the Property to perform the Work and any related tasks, in accordance with the following:
 - a. The Customer will grant access at all reasonable times;
 - b. The Customer will receive reasonable notice;
 - c. The Customer will ensure that required workspace on the Property is clear of any health and safety hazards, including but not limited to removal of house pets, while the Work and any related tasks are underway; and
 - d. Work-related tasks include but are not limited to inspections and post-replacement water sampling.
4. The Customer agrees that the Customer-owned lead service line may be removed from the property or may remain underground and disconnected from the waterworks system.
5. The Customer will own the replacement private service line (the portion of the replaced service line from the property line to the Customer's home) immediately after the installation is completed. The installation is completed when temporary water service hook-ups are removed and water service is returned to the house.
6. EPCOR will ensure that the Work will be performed by competent workmen in a good and workmanlike manner.
7. EPCOR grants the Customer a one (1) year warranty to replace or repair a broken or leaking replacement private service line as follows:
 - a. The warranty will come into effect when the installation is completed;
 - b. To make a warranty claim, the Customer must contact the Lead Service Replacement Program at leadreplacement@epcor.com or 780-412-3599; and
 - c. The warranty is void if the Customer alters the line without EPCOR's consent.
8. The Customer will be solely responsible for the replacement private service line after expiry of the warranty period.
9. EPCOR will be liable to the Customer for all reasonable losses, damages, and expenses that are incurred by the Customer for any negligent act or omission of EPCOR, its servants, agents, contractors or employees when performing the Work and any related tasks.

10. The property will be restored to its original condition or as close as reasonably practical, upon completion of the Work.
11. EPCOR, its servants, agents, contractors or employees reserve the right to abandon the Work and any related tasks, at any time, for health and safety-related reasons. In the event of abandonment, this Agreement will come to an immediate end and EPCOR will have no further liability or obligation to the Customer. Prior to abandonment, EPCOR will restore the property to its original condition or as close as reasonably practical.
12. The Customer may contact EPCOR's Lead Replacement program with any questions about the Work or this Agreement. Contact our Lead Replacement program via email at leadreplacement@epcor.com, or by phone at 780-412-3599.
13. This Agreement may be signed in counterparts, each of which shall be deemed an original and together will constitute one and the same agreement. The Agreement may be delivered by fax or emailed in portable document format (pdf) to EPCOR's Representative.
14. This Agreement contains the entire understanding between the parties and will be in effect until the warranty term expires.

By signing this document, you agree to the terms and conditions of this Lead Service Line Replacement Agreement and confirm that you understand your rights and responsibilities under this agreement.

Please scan or take photos of your signed agreement (all three pages) and send it to the Lead Replacement Team via email at leadreplacement@epcor.com. If you do not have a scanner or smart phone please mail it to the address below. Please keep the original copy for your records.

Attn: Phil Kapronczai
 9469 Rossdale Road NW
 Edmonton, Alberta
 T5K 0A5 Canada

 Signature

 Signature

 Name

 Name

 Phone Number

 Date Signed

 Date Signed