



Sewer Lateral Repair Program Agreement

Rock Island sewer customers own the pipe (sewer lateral) that connects their properties to the City sewer system. The City of Rock Island (City) offers the Sewer Lateral Repair Program (Program) as a way to protect customers from the unexpected financial burden of a sewer lateral repair. In addition, the Program relieves customers from the nuisance of finding and hiring a plumbing contractor on short notice in the event of a sewer lateral failure.

If you participate in the Program and your sewer lateral fails, the City will make the repairs according to the following regulations.

Program Eligibility

In order to enroll in the Program,

1. you must be the owner or contract purchaser of the property served by the sewer lateral,
2. the sewer lateral must be six (6) inches in diameter or less,
3. the sewer lateral may only serve residential property and
4. the sewer lateral must be in working order.

The City reserves the right to...

1. deny enrollment in the Program if your sewer lateral is defective,
2. deny enrollment in the Program due to unusual site conditions and
3. approve Program enrollment subject to site specific stipulations.

Program Charges

The charge for the Program is \$9.00 per month per sewer lateral. The City may change the charge at its sole discretion after mailing you a written notice at least ninety (90) days prior to the effective date of the change.

Program charges will be included on your regular utility bill from the City. If your payment is not sufficient to pay all the charges on the bill, the payment will be distributed according to the following priority:

1. Storm Water Utility charges
2. Sewer Use charges
3. Water Sales charges
4. Water Service Repair Program payments (if enrolled)
5. Sewer Lateral Repair Program

Period of Protection

Program protection begins on the date of City Acceptance shown in this agreement and it continues as long as you make timely Program payments. Your participation in the Program may be cancelled without notice if a Program payment is thirty-six (36) days past due.

If your participation in the Program ceases for any reason, you may re-enroll subject to the Program eligibility requirements and payment of a service charge of \$50.00. Participation in the Program is voluntary and failure to make Program payments will not affect continuation of your utility services.

Limit of Protection

In the event of a sewer lateral failure, the City has the following responsibilities:

1. The City will repair or replace the failed portions of the sewer lateral. For the purposes of this Program, the sewer lateral is the pipeline extending from the outside wall of the building to the public sewer and includes the connection to the public sewer.
2. The City will reimburse you for the costs of hiring a sewer-cleaning contractor when efforts to reopen the clogged sewer lateral are unsuccessful and when sewer lateral repairs are undertaken by the City under the terms of the Program.
3. The City will grade and sod all disturbed lawn areas. You will be responsible for watering the sod after it is placed.
4. The City will replace all public or private sidewalks, driveways and street pavements that are damaged and/or removed to complete the sewer lateral repair. The sidewalk and street pavements belonging to the City will be replaced according to City standards. The sidewalk and driveway pavements belonging to you will be replaced to match the pavements that were removed.

The maximum obligation of the City for each sewer lateral repair under this Program is

1. \$4,000 for repairing or replacing the failed portions of the sewer lateral plus
2. \$4,000 for replacing the sod and paved areas.

If a subsequent repair is undertaken within sixty (60) days after the prior covered repair is completed, it will be considered as a part of that prior covered repair.

If the costs of the repair exceed the City obligations under the Program, you are responsible for the excess amount. You will be notified when the City realizes that the repair costs are likely to exceed either or both Program limitations so that you can make arrangements to pay your share.

The Sewer Lateral Repair Program Does Not Cover

1. The costs of sewer lateral cleaning unless the sewer-cleaning contractor is unable to reopen the sewer lateral and sewer lateral repairs are undertaken by the City under the terms of the Program.
2. Damage to your sewer lateral incurred or existing prior to the beginning of the Period of Protection.
3. Damage to your sewer lateral caused by your negligence or the negligence of third parties.
4. Damage to your sewer lateral caused by natural disasters, or acts of nature, including, but not limited to earthquakes, floods, landslides, sinkholes or any other insurable cause.
5. Any consequential, incidental or special damages that you incur regardless of whether they are caused by delays, failure to service or for conditions beyond the control of the City.
6. Restoration of landscaping other than sod.
7. Damage to finished or unfinished walls or surfaces inside your home necessary to access and repair your sewer lateral.
8. Repairs to any interior pipes.
9. Removal of debris necessary to access and repair your sewer lateral, including but not limited to old cars, trash, storage, rocks or materials.
10. Updating sewer lateral plumbing to meet code, law or ordinance requirements or changes thereto.
11. Repairs to underground irrigation systems.

Your Responsibilities

If your sewer lateral is plugged, you must hire a sewer-cleaning contractor to reopen the sewer lateral. If the sewer-cleaning contractor is unable to reopen the sewer lateral, contact the Public Works Department at the following numbers.

If your sewer lateral is not plugged, but you suspect for some reason that it has failed (i.e. a sinkhole growing in the vicinity of the sewer lateral), call the Public Works Department at the following numbers.

Public Works Department contact telephone numbers...
732-2200 on weekdays except holidays between 8am and 5 pm
or
732-2311 at all other times

City Responsibilities

A first responder will meet you at the property within two (2) hours after you call the Public Works Department to investigate the problem. The City may attempt to resolve the problem by cleaning your sewer lateral. If your sewer lateral has failed, a repair crew will begin work within twenty-four (24) hours.

Cancellation

You may cancel this Program at any time by mailing a cancellation request to...

Public Works Director
Public Works Department
1309 Mill Street
Rock Island, Illinois 61201

If you cancel, the effective date of cancellation is the date the City receives the notice.

Limitation of Liability

In the event that your property is not eligible under the terms and conditions of the Program, the only City obligation is to refund any Program payments you made to the City. Once this refund has been paid, your Program participation will be voided as of the date of your initial Program payment.

The liability of the City, it's officers, employees, contractors, and/or agents to you or to any other third party or person, for damages resulting from the provision of, or failure to provide services under this Program, or as the result of any fault, failure, defect, or deficiency in any service, labor, material, work, or product furnished in connection with this Program shall not exceed the Limits of Protection.

In no event, however, shall the City, employees, agents, and contractors have any liability for special, indirect, incidental, consequential or punitive damages resulting from the provision of or failure to provide service under this Program, or from any fault failure, defect or deficiency in any service, labor, material, work, or product furnished in connection with this Program. These limitations of and exclusions from liability shall apply regardless of the nature of the claim or of the remedy sought.

The Sewer Lateral Repair Program is not an insurance contract or policy. The Program provides for the repair of sewer laterals due to normal wear and tear. This contract constitutes the entire agreement between the City and you and there are no other promises or conditions in any other agreement whether written or oral.

Property Information

Property Address: _____

Parcel Number: _____
Sewer Account Number: _____

Property Owner Information

Property Owner Address: _____

Property Owner Telephone: (day) _____
(night) _____

Enrollment Request and Certification

I request enrollment in the Sewer Lateral Repair Program for the property described above and I hereby certify that...

- 1. I am the owner or contract purchaser of the property,
- 2. The sewer lateral for the subject property is in working order and
- 3. I have read the Sewer Lateral Repair Program Agreement.

Signature Date

Signature Date

City Acceptance

The property described above is hereby enrolled in the Sewer Lateral Repair Program with the following stipulations.

Public Works Director Date

City Denial

The property described above will not be enrolled in the Sewer Lateral Repair Program at this time for the following reasons.

Public Works Director Date