

## FY-2025 LEAD SERVICE REMOVAL AGREEMENT

PROPERTY OWNER(S): \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \_\_\_\_\_

THIS AGREEMENT is made by and between the VILLAGE OF NORTH FOND DU LAC (the “VILLAGE”), the above named Contractor (the “CONTRACTOR”) and the above named Property Owner (the “PROPERTY OWNER”) for the payment of the CONTRACTOR by the VILLAGE for removal and replacement of the private lead water service.

The Village has arranged for funding for payment of the costs associated with the removal and replacement of the lead service from the affected property. Upon completion of service line replacement, the VILLAGE will pay 100% of the PROPERTY OWNER’s lead service eligible costs up front. Of this total cost, 50% will be covered through Safe Drinking Water Loan Program (SDWLP) principal forgiveness (grant) funds. The remaining 50% will be provided as a loan from the Village, which must be repaid over 10 years at an interest rate of 0.25%. The PROPERTY OWNER has selected the CONTRACTOR, as a contractor that has been pre-qualified for participation in the lead service removal program. The lead service removal and replacement is from the existing water meter site to the curbstop only. Ineligible costs will not be covered through Village funding.

NOW, THEREFORE, the Parties hereto do hereby agree in and to the following:

1. LEAD SERVICE REMOVAL: The CONTRACTOR will remove the lead service currently serving the Property in the manner and within the time frame made, provided and described in the accepted quote.
2. SITE RESTORATION. Upon completion of the lead service removal Project the CONTRACTOR shall restore the Project site to its pre-existing or better condition prior to final payment.
3. PROJECT PAYMENT. Upon completion of the Project and completion of the site restoration, the CONTRACTOR’s invoice, based on the accepted quote for lead service removal, 100% of eligible costs will be paid by the VILLAGE upon submission to the VILLAGE of a final invoice and an application for payment of costs for lead water service line replacement. Payment of the CONTRACTOR’s invoice by the VILLAGE shall be made within thirty (30) days after receipt and approval of the above required submissions. The PROPERTY OWNER will enter into a loan agreement to pay the Village back for 50% of the total eligible costs.
4. DISCLAIMER OF WARRANTIES. The VILLAGE neither makes nor provides any representation or warranty of any kind or nature, whether express, implied, or statutory, including, but not limited to, any warranty of merchantability or fitness for a particular purpose with respect to any contractor and any service provided by a contractor hereunder. All such warranties, if any, shall be as between the PROPERTY OWNER and the CONTRACTOR under the terms and conditions of the CONTRACTOR’s service agreement. In no respect shall the VILLAGE incur any liability for any damages, including, but not limited to, direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to the lead service removal services provided by the CONTRACTOR. Any workmanship or other issues between the PROPERTY OWNER and the

CONTRACTOR shall be resolved by and between the PROPERTY OWNER and the CONTRACTOR alone.

5. SEVERABILITY. In the event any provision or other aspect of this Agreement is held by a court of competent jurisdiction to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually-acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

The Parties hereto have entered into this Agreement as of the date herein below

PROPERTY OWNER:

CONTRACTOR:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPERTY OWNER:

VILLAGE OF NORTH FOND DU LAC

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_