



VILLAGE OF LANNON
PRIVATE RESIDENTIAL PROPERTY CONNECTION TO MUNICIPAL WATER SUPPLY AGREEMENT

PLEASE READ AND UNDERSTAND THE CONDITIONS OF THIS AGREEMENT.
RETURN SIGNED AGREEMENT TO CONTRACTOR OR TO VILLAGE HALL.

I. PROPERTY OWNER [referred to as "OWNER" whether one or more] INFORMATION (REQUIRED)

Owner Name(s): _____

Last

First and Middle

Owner Name(s): _____

Last

First and Middle

Address for water plumbing services on private property (referred to as "PROPERTY" and the subject of this AGREEMENT):

Indicate when your well was installed and the cost, if known:

Year: _____ Cost: _____

II. PURPOSE AND INTENT AND ACKNOWLEDGMENT CONCERNING PERFORMANCE AND WORK

The Village of Lannon ("VILLAGE") is undertaking the installation of new water mains throughout the municipality. In conjunction with that work, 172 residential properties will undertake private property work to complete the transition from private wells to a municipal water supply by the end of 2021. This may include installation of a private water service lateral, as necessary, from the public-side water service lateral at the curb stop to the internal plumbing; an internal plumbing connection; a private well abandonment; or any combination of these items. Connection to the municipal water system is mandatory within six months of the public water main installation adjacent to the property, in accordance with Village Ordinance 74-157 as amended. The VILLAGE has secured grant funds on behalf of residential property owners to cover these plumbing costs if the OWNER uses the Village of Lannon selected CONTRACTOR, executes this AGREEMENT, and provides timely and cooperative access for the completion of the work.

The VILLAGE has entered into an contract with Mid City Corporation (CONTRACTOR) located in Butler, Wisconsin, to perform the work stated in this AGREEMENT wherein the OWNER as a third party beneficiary of that contract accepts and agrees to the conditions stated in this document by signing this AGREEMENT.

The OWNER understands and expressly acknowledges that the CONTRACTOR, not the municipality, is performing the work. The Village Building Inspector will inspect and confirm that plumbing items are completed in accordance with applicable codes. Any dispute relating to the performance of the work will be between the OWNER and the Contractor. The OWNER expressly waives any claim against the VILLAGE of Lannon, its officers, employees and agents associated with the performance of the work.

III. PERSONAL CONTACT INFORMATION (REQUIRED)

Mailing Address (if different from service address):

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email: _____

IV. ACCESS TO THE PROPERTY

The OWNER acknowledges that the CONTRACTOR will require access to the PROPERTY to complete the private plumbing work. Access inside the building at the point where the proposed service pipe will enter into the building will be required. The CONTRACTOR will provide the OWNER with a 48-hour advance notice of the work. It is the responsibility of the OWNER to provide access to the CONTRACTOR on the date and time scheduled and to remain present during the scheduled work. Work will normally be done Monday to Friday between 7 A.M. and 5 P.M. If the OWNER fails to provide access to the inside of the building, this AGREEMENT shall be canceled, and the OWNER will be responsible for connecting to the municipal water system within six months from the time that a water main is installed adjacent to the PROPERTY. If the AGREEMENT is cancelled, the OWNER will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and will not be eligible for grant monies covering the private property costs. Further, this AGREEMENT shall be automatically canceled if ownership of the PROPERTY has changed since the execution of this AGREEMENT, in which case a new AGREEMENT must be executed by the new OWNER. Inclement weather may require the CONTRACTOR to reschedule a new and mutually agreed upon date and time.

V. DESCRIPTION OF SERVICES AND COSTS

The CONTRACTOR for the VILLAGE will install a new 1.25-inch high density polyethylene water service lateral, as necessary, from the property line to the first plumbing connection inside the building structure. The work also includes all internal plumbing connections of an existing service lateral to the basement plumbing, as necessary, and mandatory abandonment of the private well. All plumbing permits shall be paid for and obtained by the CONTRACTOR. Meters will be obtained and installed by the CONTRACTOR. The location of where the water meter is to be placed in the basement and where the water service lateral shall be laid shall be identified by the CONTRACTOR and verified by the OWNER. All construction excavations will be backfilled, topped with topsoil, and seeded. Any asphalt or concrete removed will be replaced in kind. The penetration through the building wall or floor will be sealed. This is termed General Restoration, and it is included within the cost of the water service lateral on private property. No other restoration of internal surfaces or finishes will be performed.

Other items disturbed during construction on private property outside the building, including walls, fences, shrubs and other landscaping, brick sidewalks or driveways, and lawns requiring specific seed or sod will not be restored. If disturbed by the CONTRACTOR, items such as stones, fences, shrubs, plants,

bricks, and sod will be left on the PROPERTY by the CONTRACTOR to be reused at OWNER's and/or tenant's option and costs. Neither the VILLAGE nor the CONTRACTOR is responsible for damage to trees, shrubs, and living plant material incurred during, or as a result of, pipe replacement. OWNERS should dig up living plant material before the start of construction and provide necessary protection for the plants during construction. OWNER will be responsible for the replanting of plant material.

The VILLAGE CONTRACTOR will not restore finished surfaces within the basement such as drywall, wall or ceiling paneling, carpeting, or floor finishes. Restoration of finished surfaces shall be solely the responsibility of the OWNER. Private utilities (such as dog fences, LP lines, yard lights, and sprinkler systems) are also the OWNER's responsibility for marking before construction and repair. Settling of the trenches are the OWNER's responsibility after the Village Building Inspector's sign-off.

Any work items that the OWNER may ask or direct the CONTRACTOR to complete that are not expressly covered herein will be the sole financial responsibility of the OWNER for payment directly to the CONTRACTOR.

The VILLAGE recently adopted amendments to two ordinances which have not yet been posted on the VILLAGE's website, impacting an owner with a private well. The specific ordinances, along with a brief summary of the amendments' effects, are listed below. There is no exception to these requirements, except for wells utilized under a conditional-use permit for sole use in the production of a product shipped off premises.

1. Sec.74-157 Compulsory Connection–Requires OWNER to connect to the municipal water system within six (6) months of water main being made available to the PROPERTY.
2. Sec. 74-158 Abandonment of Wells–Requires the OWNER to abandon the private well after the property is connected to the municipal water system.

VI. EXCLUSIONARY CONDITIONS

This AGREEMENT shall be canceled, and no work will be performed on the private property if:

1. Ownership of the PROPERTY has changed,
2. The OWNER denies the VILLAGE's CONTRACTOR access to the PROPERTY, or
3. The OWNER is not present at the time scheduled for the replacement and an alternative date and time cannot be coordinated.

If this AGREEMENT is canceled or is not executed, the OWNER will be responsible for connecting to the municipal water system within six months from the time that a water main is installed adjacent to the PROPERTY. The OWNER will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and will not be eligible for grant monies covering the private property costs.

VII. PAYMENT OPTIONS

The cost associated with the work described in Section V is approximately \$7,000 to \$10,000. The VILLAGE has secured grant funds through the Waukesha County Community Development Block Grant program and the Waukesha Community Foundation's Village of Lannon Quarry Fund to pay these costs except for 50% of the well abandonment cost. The CONTRACTOR will be paid directly by these entities for the work described herein.

The Waukesha Community Foundation will reimburse 50% of the well abandonment cost under this agreement up to \$920. The remaining portion of the well abandonment cost must be paid for by the OWNER either through additional grant funds applied for and obtained by the OWNER or as a direct cost to the OWNER. The well abandonment may be partially covered by a Wisconsin Department of Natural Resources or Waukesha County well abandonment grant. If eligible for these additional programs, the OWNER will need to submit a grant application for partial reimbursement of funds prior to the start of work, and preferably by December 10, 2020. The Waukesha Community Foundation may pay the CONTRACTOR in full for the well abandonment, in which case the OWNER must sign-over additional grant reimbursements from other programs related to well abandonment back to the Waukesha Community Foundation. Should the OWNER not be eligible for additional grants based on income requirements, the OWNER must report that information to the VILLAGE.

Any work items that the OWNER may ask or direct the CONTRACTOR to complete that are not expressly covered herein will be the responsibility of the OWNER for payment directly to the CONTRACTOR.

VIII. TIME OF PERFORMANCE AND COMMUNICATION

The CONTRACTOR shall perform the work described above by the end of 2021, excluding restoration, which may occur in 2022, weather dependent. A separate mobilization and setup are anticipated by the CONTRACTOR for each of the following work categories:

- a) Inspection prior to work being scheduled
- b) Installation of the private water service lateral (if necessary)
- c) Conversion of plumbing to the municipal source of supply
- d) Well abandonment

This work will begin in 2020 and continue through 2021. The CONTRACTOR will be responsible for coordinating the schedule for each specific property with the OWNER. The VILLAGE has entered into a master service contract with the CONTRACTOR (Contract No. 2033), which specifies the substantial and final completion dates. These dates may be changed by the VILLAGE. Should the dates in Contract No. 2033 be changed, the dates in this AGREEMENT shall be considered as changed to the same dates.

Communication for this work shall be directly between the CONTRACTOR and the OWNER and not the VILLAGE. The CONTRACTOR may be reached at 262-781-5940. Becky Woppert is the CONTRACTOR's assistant project manager.

IX. STANDARD OF CARE

The CONTRACTOR shall at all times perform all work in a manner that is consistent with local codes and standards for the replacement of underground pipes and the restoration of above ground areas. The Village Building Inspector will inspect plumbing-related items for compliance with applicable codes.

X. HOLD HARMLESS

Parties' Negligence– the CONTRACTOR AND THE OWNER shall hold the other harmless for any damages suffered as a result of each's own respective negligence in connection with activities on the OWNER's PROPERTY.

Third Parties–The OWNER agrees to defend and hold Village of Lannon, its, officers, employees, agents, and successors harmless from any and all claims, liabilities, or damages claimed or caused by third parties, including property damage or personal injury, arising out of the CONTRACTOR’s activities on OWNER’s PROPERTY.

XI. INDEMNIFICATION

The OWNER shall indemnify and hold harmless the Village of Lannon and all of its officers, agents, employees, and CONTRACTORS against any and all claims or liability arising from, based on, or as a consequence or result of, any act, omission, or default of the OWNER in the performance of, or in connection with, any work required, contemplated, or performed under this AGREEMENT.

XII. DUTY TO DISCLOSE LATENT DEFECTS

The OWNER shall disclose at the time of signing this AGREEMENT any hidden hazards or defects not apparent from reasonable visual inspection that may interfere with the work described herein. The OWNER shall be responsible for all damages caused due to undisclosed defects or hazardous conditions.

OWNER’s Comments on the PROPERTY:

XIII. OWNER’S RIGHT TO CANCEL

The OWNER- may cancel this AGREEMENT at any time before midnight of the third business day after the date of signing this AGREEMENT. Notice of cancellation must be submitted in writing and mailed to the following address:

Village of Lannon
Private Property Connection
P.O Box 456
Lannon, WI 53046

XIV. GENERAL

The OWNER acknowledges receipt of a copy of this AGREEMENT. The OWNER acknowledges that it has had an opportunity to review this AGREEMENT. The OWNER agrees to notify the VILLAGE, within 48 hours of an accepted offer to sell the PROPERTY.

ACCEPTANCE OF AGREEMENT

This AGREEMENT offer EXPIRES at noon on November 9, 2020.

Only an OWNER is allowed to authorize work on said PROPERTY.
This AGREEMENT must be countersigned by both the VILLAGE and CONTRACTOR . A copy will be provided to OWNER.

The terms of this contract are binding on each OWNER of the PROPERTY individually and jointly.

Check one and sign in space provided below.

____I/we ACCEPT the terms of this AGREEMENT. I agree to cooperate in the VILLAGE's pursuit of additional grant funding on my behalf by applying for a Wisconsin Department of Natural Resources or Waukesha County well abandonment grant at the time the VILLAGE asks me to apply. In the event that the Waukesha Community Foundation has already paid for the well abandonment, and I/we receive a grant to reimburse me/us for that same work, I/we will sign over the grant funds to the Waukesha Community Foundation's Village of Lannon Quarry Fund.

____I/we DO NOT accept the terms of this Agreement and understand that I/we will be responsible for connecting to the municipal water system within six months from the time that a water main is installed adjacent to the PROPERTY. I/we will be responsible for all associated plumbing costs (approximately \$7,000 to \$10,000) and understand that I/we will not be eligible for grant monies to cover the private property costs.

_____ Date
OWNER(s) signature

_____ Date
OWNER(s) signature

_____ Zip Code
PROPERTY Address

Agreed & _____ Date
Authorized by: Village of Lannon Representative

Agreed & _____ Date
Authorized by: Mid City Corporation Representative