

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 14th day of July, 2022, by and between Robert & Linda Basken, the property owners of the real property located at 2732 S 15th Street, Manitowoc, WI 54220 (Owners), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owners shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owners, water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owners, the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owners to water and maintain newly seeded landscaping. If Owners choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owners up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owners for the installation, unless Owners chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owners will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owners with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owners grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owners to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owners property is occupied by tenants, Owners shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owners will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owners understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owners against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owners agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owners execute this Agreement. This release includes any rights or claims that Owners may have under federal, state, or local law. This release includes both claims about which Owners may be aware, and those which Owners do not know about.
16. No Admission of Liability. The City and Owners expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owners. The City and Owners further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owners or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owners further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owners pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owners for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Joshua and Cassandra Balde, the property owners of the real property located at 2812 S. 15th Street, Manitowoc, WI 54220 (Owners), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
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newly seeded landscaping. If Owners choose to decline City restoration and self-implement their landscape, the City will contribute to the Owners up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owners for the installation, unless Owners chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
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7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owners with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owners grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owners to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owners property is occupied by tenants, Owners shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owners will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owners understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owners against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owners agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owners execute this Agreement. This release includes any rights or claims that Owners may have under federal, state, or local law. This release includes both claims about which Owners may be aware, and those which Owners do not know about.
16. No Admission of Liability. The City and Owners expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owners. The City and Owners further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owners or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owners further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owners pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owners for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Dale Mrozinski the property owner(s) of the real property located at 2820 S 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
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implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
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7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
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20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 11th day of July, 2022, by and between Marcus & Rachel Mecca the property owners of the real property located at 2823 S. 15th Street, Manitowoc, WI 54220 (Owners), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

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6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owners will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owners with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owners grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owners to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owners property is occupied by tenants, Owners shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owners will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owners understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owners against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owners agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owners execute this Agreement. This release includes any rights or claims that Owners may have under federal, state, or local law. This release includes both claims about which Owners may be aware, and those which Owners do not know about.
16. No Admission of Liability. The City and Owners expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owners. The City and Owners further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owners or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owners further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owners pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owners for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 14 day of July, 2022, by and between Michael and Patricia Mecca, the property owner(s) of the real property located at 2827 S. 15th Street, Manitowoc, WI 54220 – Parcel #00951000601505 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Laurel Langley, the property owner(s) of the real property located at 2908 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between James Barbier the property owner(s) of the real property located at 2911 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
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7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
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10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Kristine York, n/k/a Kristine Lemberger, the property owner(s) of the real property located at 2912 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Robert and Susan Fink, the property owner(s) of the real property located at 3019 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between James and Shannon Noskowiak, the property owner(s) of the real property located at 3020 S. 15th Street, Manitowoc, WI 54220 – Parcel #00951000601703 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
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4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
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7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
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12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
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21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Daniel Hall and Susan Bouril, the property owner(s) of the real property located at 3027 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Ricky and Susan Vogt, the property owner(s) of the real property located at 3028 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Kevin and Tanya Young, the property owner(s) of the real property located at 3107 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
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23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 11 day of July, 2022, by and between Stephen and Jennifer Hoppe, the property owner(s) of the real property located at 3126 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between William Stalvey, the property owner(s) of the real property located at 3127 S. 15th Street, Manitowoc, WI 54220, (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
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implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Tyler ^{TK}~~Keil~~, the property owner(s) of the real property located at 3131 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
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7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Steven and Wendy Lutzke, the property owner(s) of the real property located at 3201 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

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9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Mark and Tara Gorte, the property owner(s) of the real property located at 3202 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

By: _____
Mayor Justin M. Nickels

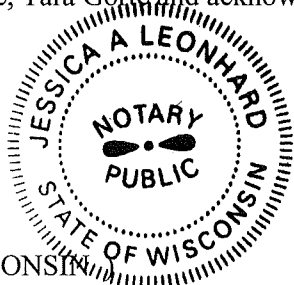
Mark Gorte
Mark Gorte

By: _____
City Clerk Mackenzie Reed-Kadow

Tara Gorte
Tara Gorte

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 12 day of July, 2022, the above named Mark Gorte, Tara Gorte and acknowledge they executed the foregoing instrument.



Jessica A. Leonhard
Jessica A Leonhard
Notary Public Manitowoc County, WI
My commission (expires)(is) 03/26/26

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 12 day of July, 2022, by and between Noah Liebelt, the property owner(s) of the real property located at 3209 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 28 day of July, 2022, by and between Cody and Amber Thiel the property owner(s) of the real property located at 3301 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
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4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
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7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
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13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
21. Integration. This Contract represents the entire understanding of the parties as to

those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.

22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

By: _____
Mayor Justin M. Nickels

By: _____
City Clerk Mackenzie Reed-Kadow

Cody Thiel

Amber Thiel

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 28 day of July, 2022, the above named Cody Thiel, Amber Thiel and acknowledge they executed the foregoing instrument.

Notary Public Manitowoc County, WI
My commission (expires)(is) 2-2-23

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 19 day of July, 2022, by and between Mike and Kris Johnson, the property owner(s) of the real property located at 3217 S. 15th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 8 day of 1, 2022, by and between Paul Emmett the property owner(s) of the real property located at 2805 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
21. Integration. This Contract represents the entire understanding of the parties as to

those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.

22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Roger Noskowiak, the property owner(s) of the real property located at 2821 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Notz Family Revoc Liv Tr, Dean and Bonnie Notz, the property owner(s) of the real property located at 2824 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
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23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Dennis and Ramona Trudeau, the property owner(s) of the real property located at 2828 S 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
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newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

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12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
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ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

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16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

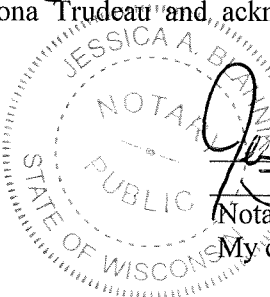
By: _____
Mayor Justin M. Nickels

By: _____
City Clerk Mackenzie Reed-Kadow

Owner(s)
Dennis Trudeau
Dennis Trudeau
Ramona Trudeau
Ramona Trudeau

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 5th day of August, 2022, the above named Dennis Trudeau, Ramona Trudeau and, acknowledge they executed the foregoing instrument.

 *Jessica A. Blahak*

Jessica A. Blahak
Notary Public Manitowoc County, WI
My commission (expires)(is) 1/22/25.

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Joshua Resch and Kelly Tollefson, the property owner(s) of the real property located at 2904 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

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15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

By: _____
Mayor Justin M. Nickels

Joshua Resch

Joshua Resch

By: _____
City Clerk Mackenzie Reed-Kadow

Kelly Tollefson

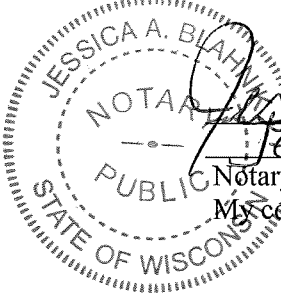
Kelly Tollefson

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 26th day of July, 2022, the above named Joshua Resch, Kelly Tollefson and acknowledge they executed the foregoing instrument.

Jessica A. Blahnik

Jessica A. Blahnik
Notary Public Manitowoc County, WI
My commission (expires)(is) 1/22/25.



STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 20 day of JULY, 2022, by and between Charles and Kathleen Smith, the property owner(s) of the real property located at 2918 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.

15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.

16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.

17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.

18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.

19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Susan Oswald, the property owner(s) of the real property located at 2929 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Dawn Yanda, the property owner(s) of the real property located at 2930 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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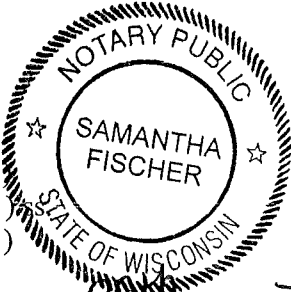
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

By: _____
Mayor Justin M. Nickels

Owner(s)
Dawn Yanda
Dawn Yanda

By: _____
City Clerk Mackenzie Reed-Kadow



STATE OF WISCONSIN)
MANITOWOC COUNTY)

Personally came before me, this 20 day of July, 2022, the above named Dawn Yanda and acknowledge they executed the foregoing instrument.

Samantha Fischer
Samantha Fischer
Notary Public Manitowoc County, WI
My commission (expires)(is) 7/16/2026

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Adam Noskowiak, the property owner(s) of the real property located at 3003 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
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19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

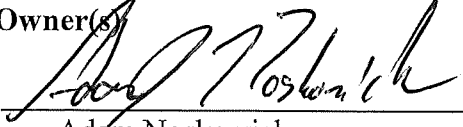
21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

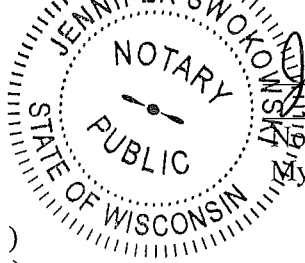
By: _____
Mayor Justin M. Nickels

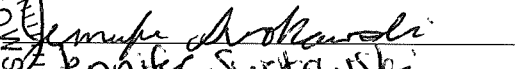
Owner(s) _____

Adam Noskowiak

By: _____
City Clerk Mackenzie Reed-Kadow

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 4 day of August, 2022, the above named Adam Noskowiak and acknowledge they executed the foregoing instrument.




_____ ss. Jennifer Swokowski
Notary Public Manitowoc County, WI
My commission (expires)(is) 11-26-24.

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 19 day of JULY, 2022, by and between James Konecny, the property owner(s) of the real property located at 3006 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
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20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
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23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 19 day of July, 2022, by and between Daniel and Patricia Babcock, the property owner(s) of the real property located at 3011 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
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newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

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12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this July day of 15, 2022, by and between Kenneth and Christine Noskowiak, the property owner(s) of the real property located at 3019 S. 19th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Ted and Lisa Thiers, the property owner(s) of the real property located at 3125 Lone Oak Lane, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 29 day of July, 2022, by and between Dennis and Linda Hebert, the property owner(s) of the real property located at 3206 Lone Oak Lane, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Brian Wall, the property owner(s) of the real property located at 3208 Lone Oak Lane, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
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23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 8th day of July, 2022, by and between Ralph and Patricia Ann Elliott, the property owner(s) of the real property located at 1511 Oak Lane, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 18th day of July, 2022, by and between Scott Elliott and Marcia Niven, the property owner(s) of the real property located at 1513 Lone Oak Lane, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
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19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
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24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

By: _____
Mayor Justin M. Nickels

Scott Elliott
Scott Elliott

By: _____
City Clerk Mackenzie Reed-Kadow

Marcia Niven
Marcia Niven

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 18th day of July, 2022, the above named Scott Elliott, Marcia Niven and acknowledge they executed the foregoing instrument.

Rachel Mecca
Rachel Mecca
Notary Public Manitowoc County, WI
My commission (expires)(is) 4-10-2024

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Michael Viau, the property owner(s) of the real property located at 3318 Cimarron Court, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

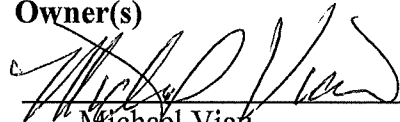
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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

By: _____
Mayor Justin M. Nickels




Michael Viau

By: _____
City Clerk Mackenzie Reed-Kadow

STATE OF WISCONSIN)
Sheboygan) ss.
~~MANITOWOC~~ COUNTY)

Personally came before me, this 19 day of July, 2022, the above named Michael Viau and acknowledge they executed the foregoing instrument.

**DEBBIE CHAPMAN
NOTARY PUBLIC
STATE OF WISCONSIN**



Debbie Chapman
Notary Public ~~Manitowoc~~ County, WI
My commission (expires) (is) Sheboygan May 24, 2024

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Christopher and Jennifer Gospodarek, the property owner(s) of the real property located at 3328 Cimarron Court, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Tina Lindemann, the property owner(s) of the real property located at 3413 Cimarron Ct. (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
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20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
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26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Lynn Popp, LM Popp, LLC, the property owner(s) of the real property located at 3401 Cimarron Court and 3403 Cimarron Court (duplex), Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Steven and Deborah Novy, the property owner(s) of the real property located at 2918 S. 26th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 5th day of August, 2022, by and between Anita Moore and Stephanie Lee Devener, the property owner(s) of the real property located at 3008 S. 26th Street, Manitowoc, WI 54220 – Parcel #01400100400200 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Donald Frisch, Jr., the property owner(s) of the real property located at 3225 S. 26th Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
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4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.
21. Integration. This Contract represents the entire understanding of the parties as to

those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.

22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

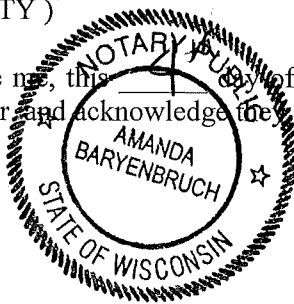
By: _____
 Mayor Justin M. Nickels

Donald Frisch, Jr.
 Donald Frisch, Jr.

By: _____
 City Clerk Mackenzie Reed-Kadow

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me, this 4 day of August, 2022, the above named Donald Frisch, Jr. and acknowledged they executed the foregoing instrument.



Amanda Baryenbruch
 Amanda Baryenbruch
 Notary Public Manitowoc County, WI
 My commission (expires)(is) September 12, 2025

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

 Notary Public
 Manitowoc County, Wisconsin
 My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 15 day of July, 2022, by and between Robert and Jodi Love III, the property owner(s) of the real property located at 2201 Elm Road, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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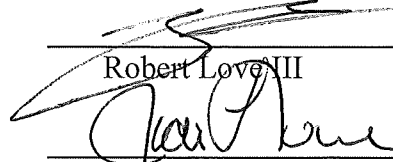
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

By: _____
 Mayor Justin M. Nickels

 Robert Love III

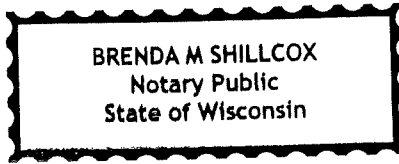


 Jodi Love

By: _____
 City Clerk Mackenzie Reed-Kadow

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me, this 15th day of July, 2022, the above named Robert Love III, Jodi Love and acknowledge they executed the foregoing instrument.



 Brenda M. Shillcox
 Notary Public Manitowoc County, WI
 My commission (expires)(is) 5/22/26

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

 Notary Public
 Manitowoc County, Wisconsin
 My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Brian Maurer, the property owner(s) of the real property located at 3817 Viebahn Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain newly seeded landscaping. If Owner(s) choose to decline City restoration and self-

implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be

incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Mary Knier and Robert Flaim, the property owner(s) of the real property located at 3618 CTH CR, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between ~~Matthew and Noelle Gentile~~ ~~Matthew K. Gentile Revocable Trust~~, the property owner(s) of the real property located at 4010 Thunder Ridge Road, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

Matthew K. Gentile and Noelle N. Gentile, as trustees of the Matthew K. Gentile and Noelle N. Gentile Revocable Trust U/A dated April 6, 2006

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeding Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
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10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

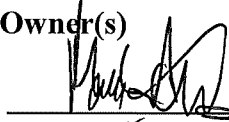
14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

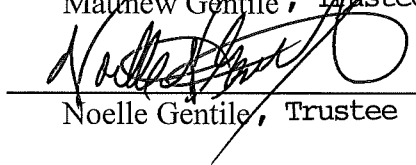
21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)


 Matthew Gentile, Trustee


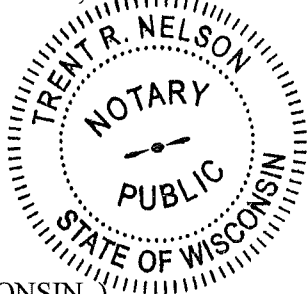
 Noelle Gentile, Trustee

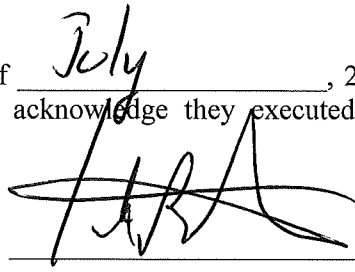
By: _____
 Mayor Justin M. Nickels

By: _____
 City Clerk Mackenzie Reed-Kadow

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me, this 21st day of July, 2022, the above named Matthew Gentile, Noelle, Gentile and acknowledge they executed the foregoing instrument.





Notary Public Manitowoc County, WI
 My commission (expires)(is) permanent

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

 Notary Public
 Manitowoc County, Wisconsin
 My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this 19th day of July, 2022, by and between Andrew and Amanda Schroeder, the property owner(s) of the real property located at 4027 Thunder Ridge Road, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

By: _____
 Mayor Justin M. Nickels

Andrew Schroeder
 Andrew Schroeder

By: _____
 City Clerk Mackenzie Reed-Kadow

Amanda Schroeder
 Amanda Schroeder
Amanda Schroeder

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me, this 29th day of July, 2022, the above named Andrew Schroeder, Amanda Schroeder and acknowledge they executed the foregoing instrument.

Notary Public Manitowoc County, WI
 My commission (expires)(is) 1/23/30.

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

 Notary Public
 Manitowoc County, Wisconsin
 My commission (expires) (is): _____

MUNICIPAL WATER INSTALLATION AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between Christopher Hanson, the property owner(s) of the real property located at 3921 Blackhawk Court, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, groundwater contamination was discovered in the City of Manitowoc, Town of Manitowoc and the Town of Newton and has affected properties which rely on groundwater as the primary source for drinking water; and

WHEREAS, the City has responded to detections of contaminated groundwater by offering and providing replacement water to affected households; and

WHEREAS, the City has further responded to these detections in groundwater by implementing significant efforts to install a new water main to extend municipal water to affected areas (these efforts include: designing the water main; obtaining Public Service Commission approval; obtaining financing for construction by applying for and receiving funding, with collaboration with Manitowoc County, through the American Rescue Plan Act; reaching agreements with the Town of Manitowoc and Town of Newton; obtaining approval of installation of the water main as a remedial action with Wisconsin Department of Natural Resources (WDNR); and obtaining all local approvals); and

WHEREAS, the City, through its water utility, Manitowoc Public Utilities (MPU), intends to install the municipal water service to certain households within an area where there are detections of certain contaminants in potable groundwater wells as a permanent solution to the groundwater concern; and

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Installation and Connection of Municipal Water Service by City. The City agrees to install municipal water service at Owners' property. Owner(s) shall in no way be obligated to pay for the installation of the municipal water service. Except as described in the limited circumstances discussed in Section 5, the City shall connect, at no expense to the Owner(s), water service within the Owners' home by installation and connection of a lateral from the new water main to Owners' residence.
3. Abandonment of Potable Well by City. In accordance with applicable laws which prohibit continued use of existing potable wells when municipal lines are installed, the City will also abandon, at no expense to the Owner(s), the previously existing drinking water well.
4. Property Restoration by City. The City and its contractors will restore Owners' property to the condition it was in prior to the municipal water service being installed. The property will be restored to grade and will include landscaping and reseeded Owners' property. It will be the responsibility of the Owner(s) to water and maintain

newly seeded landscaping. If Owner(s) choose to decline City restoration and self-implement their landscape, the City will contribute to the Owner(s) up to the cost of restoring the landscaping to the condition it was in prior to installing new water service.

5. Owners' Cost Share for Plumbing Code Corrections. As described in Section 2 above, the City agrees to bear the costs associated with installing municipal water service at Owners' property. The City will remove, and dispose, and take ownership of existing potable well water supply equipment (e.g. water pump, pressure tank pipe). There shall be no cost to Owner(s) for the installation, unless Owner(s) chose to make unilateral modifications to plumbing within the home or if there is a pre-existing plumbing code problem within the home that must be mitigated before installation of the new water service.
6. Owners' Assumption of Municipal Water Service. After installation of municipal water service, the Owner(s) will be customers of the MPU water utility and will be sent monthly bills at rates as determined and approved by the Public Service Commission for the use of water.
7. Schedule. The City will coordinate the work at the property to minimize delay and disruption of normal activities and prevent damage to the property. The City will provide Owner(s) with an installation schedule upon execution of this contract. The City will endeavor to have the water service installed as soon as practicable.
8. Access to Property. Owner(s) grant the City, MPU, and their contractors' access to Owners' property for the purposes of installing municipal water service. The City, MPU, and its contractors will endeavor to keep one lane of the driveway open whenever possible. Contractors will provide notice prior to blocking the driveway, which will be necessary for short time spans due to the equipment being used and the placement of the water lateral.
9. Water Service Placement. The City and its contractors will work with Property Owner(s) to locate the water service apparatus within the home with minimal disruption to the interior of the home and landscaping.
10. Notice to Tenants. If the Owner(s) property is occupied by tenants, Owner(s) shall provide a copy of this Agreement to its tenants within 30 days of execution of this Agreement.
11. Insurance and Bonding. The City and Manitowoc Public Utilities require all contractors to provide a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate; property damage limits of not less than \$500,000.00 per occurrence; and carrying the statutory amounts for worker's compensation insurance. Owner(s) will be responsible for carrying insurance on the home.
12. Warranty. The standard warranties for any new equipment installed shall apply. The Owner(s) understand that they will be the owner of the water lateral upon installation and connection.
13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.

14. Indemnification. The City shall defend, indemnify and hold harmless Owner(s) against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed by contractors hired by the City or Manitowoc Public Utilities to perform the installation of municipal water service at Owners' property.
15. Release of Claims. Owner(s) agree, in consideration of this agreement, to fully and forever release and discharge the City, its City Council, Council members, officials, employees, agents and representatives from any and all claims, demands, liabilities, grievances, rights of action and damages whatsoever in law or equity that now exist, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with any contamination of the groundwater or the water supply, including at Owners' property, arising up to and including the date Owner(s) execute this Agreement. This release includes any rights or claims that Owner(s) may have under federal, state, or local law. This release includes both claims about which Owner(s) may be aware, and those which Owner(s) do not know about.
16. No Admission of Liability. The City and Owner(s) expressly acknowledge and agree that the City is installing municipal water service pursuant to this Agreement solely as an accommodation to Owner(s). The City and Owner(s) further expressly acknowledge and agree that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort, including in connection with any contamination of the groundwater, by the City towards the Owner(s) or any other person, and the City expressly does not admit to any such liability or wrongdoing. The City and Owner(s) further agree that neither the existence or terms of this Agreement, nor the City's performance of its obligations hereunder, shall be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.
17. No Third-Party Beneficiaries. This Agreement is intended for the exclusive benefit of the parties hereto and their respective successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. By providing for the installation of municipal water service for the Owner(s) pursuant to this Agreement, the City shall not become obligated to and does not agree to provide the same for any other parties or households.
18. Permits. The City shall require all contractors to obtain required state or local permits and will not charge Owner(s) for the cost of the permits.
19. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
20. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

21. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
22. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
23. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
24. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
25. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
26. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written. The signatories warrant that they have authority to execute this agreement on behalf of the parties.

City of Manitowoc

Owner(s)

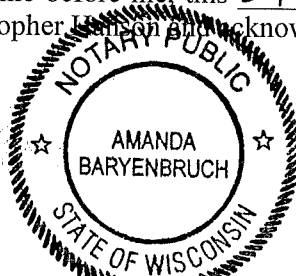
By: _____
 Mayor Justin M. Nickels

Chris Hanson
 Christopher Hanson

By: _____
 City Clerk Mackenzie Reed-Kadow

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me, this 27th day of July, 2022, the above named Christopher Hanson and acknowledge they executed the foregoing instrument.



Amanda Baryenbruch
 Amanda Baryenbruch
 Notary Public Manitowoc County, WI
 My commission (expires)(is) Sep 12, 2025

STATE OF WISCONSIN)
) ss.
 MANITOWOC COUNTY)

Personally came before me this _____ day of _____, 2022, the above Justin M. Nickels, Mayor, Mackenzie Reed-Kadow, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority and the authority granted to them by resolution of the Manitowoc Common Council.

 Notary Public
 Manitowoc County, Wisconsin
 My commission (expires) (is): _____