## **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

- 1. Recitals. The above recitals are deemed to be true and correct.
- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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. <u>Abandonment of Potable Well by City</u>. 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 reseeding 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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. <u>Permits</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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.

Mayor Justin M. Nickels  Robert Basken  City Clerk Mackenzie Reed-Kadow  STATE OF WISCONSIN )  Personally came before me, this   OTAP  OTAP  Notary Public Manitowoc County, WI  My commission (expires)(is)  STATE OF WISCONSIN )  SS.  MANITOWOC COUNTY )  Personally came before me this   August A. Basken  Linda Basken  day of   Notary Public Manitowoc County, WI  My commission (expires)(is)  Personally came before me this   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	ty of Manitowoc	Owners
City Clerk Mackenzie Reed-Kadow  STATE OF WISCONSIN )  Ss.  MANITOWOC COUNTY )  Personally came before me, this day of day of least they executed the foregoing instrument.  Notary Public Manitowoc County, WI My commission (expires)(is)  STATE OF WISCONSIN   WISCONSIN   Ss.  MANITOWOC COUNTY )  Personally came before me this day of least they executed the foregoing instrument.  STATE OF WISCONSIN   Ss.  MANITOWOC COUNTY )  Personally came before me this day of least they executed the foregoing instrument as such Officers of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of		* Ralut Barlin
STATE OF WISCONSIN )  Personally came before me, this with day of July 2022, the above named Robert Basken, Linda Basken and acknowledge they executed the foregoing instrument.  Notary Public Manitowoc County, WI My commission (expires)(is)  STATE OF WISCONSIN )  SS.  MANITOWOC COUNTY )  Personally came before me this day of	Mayor Justin M. Nickels	Robert Basken
STATE OF WISCONSIN )  Personally came before me, this with an adaptive solidary and acknowledge they executed the foregoing instrument.  STATE OF WISCONSIN )  Personally came before me, this with a Basken and acknowledge they executed the foregoing instrument.  Notary Public Manitowoc County, WI My commission (expires)(is)  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	•	V Kinge K. Bashon
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Common Council.	Justin M. Nickels, Mayor, Mack Wisconsin and acknowledged the said City, by its authority and the	enzie Reed-Kadow, City Clerk, of the City of Manitowoc, at they executed the foregoing instrument as such Officers of
		·
		Notary Public
Notary Public		Manitowoc County, Wisconsin

My commission (expires) (is): \_\_\_\_

This ag	reement is ma	ide and ente	ered into th	is	day	of			, 20	22,
by and	between Josh	hua and Ca	assandra B	alde, the	property	owne	rs of th	ne real	prope	erty
located	at 2812 S. 15	<sup>th</sup> Street, M	anitowoc, V	WI 54220	Owner (	rs), and	the Cit	y of Ma	anitov	voc
(City),	a Wisconsin	municipal	corporation	located	at 900	Quay S	Street,	Manitor	woc,	WI
54220		~								

#### RECITALS

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y of Manitowoc	Owner(s)
	V she Ble
Mayor Justin M. Nickels	Joshua Balde
	1/ j Sana Rabell
City Clerk Mackenzie Reed-Kadow	Calls and a Palde
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY)	N.
Personally came before me, this above named Joshua Balde, Cassandra instrument.  OF WISSTATE OF WISCONSIN )  State of Wisconsin )	day of Aug , 2022, the Balde and acknowledge they executed the foregoing   Notary Public Manitowoc County, WI My commission (expires)(is) 1-31-205
MANITOWOC COUNTY)	
Wisconsin and acknowledged that they	ay of, 2022, the above eed-Kadow, City Clerk, of the City of Manitowoc, executed the foregoing instrument as such Officers of rity granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin
	My commission (expires) (is):

This agreement is made and entered into this	day of	, 2022,
by and between Dale Mrozinski the property own	ner(s) of the real pro	perty located at 2820 S
15th Street, Manitowoc, WI 54220 (Owner(s		
Wisconsin municipal corporation located at 900 C	Quay Street, Manitov	voc, WI 54220.

### RECITALS

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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.
- 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. <u>Permits</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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.

of Manitowoc	Owner(s)
Mayor Justin M. Nickels	Dale Mrozinski
City Clerk Mackenzie Reed-Kadov	<u> </u>
City Clerk Mackenzie Reed-Kadov	v ·
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this named Dale Mrozinski and acknown STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY )	day of
Justin M. Nickels, Mayor, Macket Wisconsin and acknowledged the	day of, 2022, the above enzie Reed-Kadow, City Clerk, of the City of Manitowoc, at they executed the foregoing instrument as such Officers of e authority granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

and the second

This agreement is made and entered into this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_, 2022, by and between Marcus & Rachel Mecca the property owners of the real property located at 2823 S. 15<sup>th</sup> 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

- 1. Recitals. The above recitals are deemed to be true and correct.
- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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. <u>Abandonment of Potable Well by City</u>. 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 reseeding 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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.
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- 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.
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- 26. <u>Construction</u>. 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.

City of Manitowoc		Owners
By:		Man Allen
By: Mayor Justin M. N	ickels	Marcus Mecca
By:		Inchel A. Marca
By: City Clerk Mackenzi	ie Reed-Kadow	Rachel Mecca
STATE OF WISC	) ss.	
MANITOWOC C	•	
Personally came I named Marcus M	before me, this <u>IIHA</u> day of Mecca, Rachel Mecca and a	f July , 2022, the above acknowledge they executed the foregoing
OTAPL SUBLIC	-	Notary Public Manitowoc County, WI My commission (expires)(is) 7-13-2025
""""""""""""""""""""""""""""""""""""""	CONSIN )	
MANITOWOC C	) ss. COUNTY )	
Justin M. Nickels, Wisconsin and acl	, Mayor, Mackenzie Reed-Kado knowledged that they executed t uthority and the authority grante	, 2022, the above ow, City Clerk, of the City of Manitowoc, the foregoing instrument as such Officers of ed to them by resolution of the Manitowoc
		Notary Public
		Manitowoc County, Wisconsin

This agreement is made and entered into this	14 day of July, 2022,
by and between Michael and Patricia Mecca, the	ne 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

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- 13. Applicable Statutes. Any provisions of the Wisconsin Statutes, Federal Law or local

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ity	of Manitowoc	Owner(s)
y: y:	Mayor Justin M. Nickels	Michael Mecca)  Michael Mecca)  Ecca  Michael Mecca)
	City Clerk Mackenzie Reed-Kadow	Patricia Mecca
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)  Personally came before me, this named Michael Mecca, Patricia instrument.	SAMANTHA SISCHER  , 2022, the above Mecca. and acknowledge they executed the foregoing
		Notary Public Manitowoc County, WI My commission (expires)(is) 7 14 26.
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY )	
	Personally came before me this Justin M. Nickels, Mayor, Macker Wisconsin and acknowledged that	day of, 2022, the above nzie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers of authority granted to them by resolution of the Manitowoc
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

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 (Own		
Wisconsin municipal corporation located at 900 Q	uay Street, Manitowoo	e, 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

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City	of Manitowoc		Owners	n	00
y:	Mayor Justin M. Nickels	<del></del>	Jan	rel O	Lorgh
	·		Laurei	l Langley	00
<b>y:</b> .	City Clerk Mackenzie Reed-Kadow	,			
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)	1 N	COLE E LOVE otary Public e of Wisconsin		
	Personally came before me, this named Laurel Langley and acknowledge.	day owledge they e	of JUly xecuted the foreg	going instru	_, 2022, the above ament.
			Ni LOLE Motary Public My commission	Manitowoon (expires)	LOVE County, WI (is) 3   1 1   202 b.
	STATE OF WISCONSIN ) ss.				
	MANITOWOC COUNTY )				
	Personally came before me this _ Justin M. Nickels, Mayor, Macker Wisconsin and acknowledged that said City, by its authority and the Common Council.	enzie Reed-Ka t they execute	d the foregoing in	of the City	as such Officers of
			Notary Public Manitowoc Cou My commission	• /	

This agreement is made and entered into this _	day of	
by and between James Barbier the property ow	ner(s) of the real prop	erty 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, Manitow	roc, 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

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ty of Manitowoc	Owner(s)
<b>:</b>	James Barbun
: Mayor Justin M. Nickels	Vames Barbier
City Clerk Mackenzie Reed-Kadow	_
City Clerk Mackenizie Reed-Radow	
OTATE OF WILCONGDA	
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY)  Personally came before me, this named James Barbier and acknowled	
	day of, 2022, the above ledge they executed the foregoing instrument.
SAMANTHA FISCHER  STATE OF WISCONS	Notary Public Manitowoc County, WI My commission (expires)(is) 7 114 2026
STATE OF WISCONSTINE	<b>.</b>
MANITOWOC COUNTY )	
Justin M. Nickels, Mayor, Macker Wisconsin and acknowledged that	day of, 2022, the above nzie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers of authority granted to them by resolution of the Manitowoc
	Notary Public
•	Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this	s day of	, 2022,
by and between Kristine York, n/k/a Kristine	e Lemberger, the proper	ty owner(s) of the real
property located at 2912 S. 15th Street, Mani	towoc, WI 54220 (Owr	ner(s)), and the City of
Manitowoc (City), a Wisconsin municipa	l corporation located	at 900 Quay Street,
Manitowoc, WI 54220.		

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City	of Manitowoc	Owner(s)
By:		Kinting Yor K
<i>- J</i> ·	Mayor Justin M. Nickels	Kristine York n/k/a Kristine Lember
By:		
·	City Clerk Mackenzie Reed-Kadow	
	STATE OF WISCONSIN )	
	) ss. MANITOWOC COUNTY )	
		day of July , 2022, the above recommendation of the Lemberger and acknowledge they executed the foregoing RY PUSING AMANDA RYENBRUCH Amanda Baryenbruh Notary Public Manitowoc County, WI My commission (expires)(is) 9-12-202
	Personally came before me this Justin M. Nickels, Mayor, Macke Wisconsin and acknowledged tha	day of
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this	day of	, 2022,
by and between Robert and Susan Fink, the prope	erty owner(s) of the rea	al property located at
3019 S. 15 <sup>th</sup> Street, Manitowoc, WI 54220 (Own	ner(s)), and the City of	Manitowoc (City), a
Wisconsin municipal corporation located at 900 C	Quay Street, Manitowoo	e, WI 54220.

#### RECITALS

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- 11. <u>Insurance and Bonding</u>. 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.
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incorporated by reference and made a part of this contract.

- 14. <u>Indemnification</u>. 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.
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- 26. <u>Construction</u>. 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.

of Manitowoc	Owner(s)  Alight Finds
Mayor Justin M. Nickels	Robert Fink
City Clerk Mackenzie Reed-Kadow	Susan Fink
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
STATE OF WISCONSIN SS.	Notary Public Manitowoc County, WI My commission (expires)(is) 03 04 170 2.3
Wisconsin and acknowledged that	day of, 2022, the above nzie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers of authority granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

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 V	Wisconsin municipal co	orporation 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

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of Manitowoc	Owner(s)
	John
Mayor Justin M. Nickels	James Noskowiak
City Clerk Mackenzie Reed-Kadov	Shannon Noskowiak
STATE OF WISCONSIN )	
MANITOWOC COUNTY)	1 - 16
Personally came before me, thin named James Noskowiak, Shaforegoing instrument.	nannon Noskowiak and acknowledge they executed the
	Notary Public Manitowoc County, WI My commission (expires)(is) 1/22/25.
STATE OF WISCONSIN )	Will MISCO MINE
) ss. MANITOWOC COUNTY )	
Wisconsin and acknowledged th	day of, 2022, the above tenzie Reed-Kadow, City Clerk, of the City of Manitowoc, nat they executed the foregoing instrument as such Officers of the authority granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agree	ment is made and ent	tered into this	day	of	, 20	122,
by and be	tween Daniel Hall an	d Susan Bouri	il, the property	owner(s) of	the real prope	erty
located at 3	3027 S. 15 <sup>th</sup> Street, M	anitowoc, WI	54220 (Owner)	(s)), and the Ci	ity of Manitov	ХОС
(City), a	Wisconsin municipal	corporation lo	ocated at 900	Quay Street,	Manitowoc,	WI
54220						

#### RECITALS

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City	of Manitowoc	(	Owner(s)	
By:			Day	1 Tall
v	Mayor Justin M. Nickels		Daniel H	all
By:			dusar	Bourel Susan Hi
v	City Clerk Mackenzie Reed-Kadow	·	Susan Bo	ouril PUS
				TIA TIA
	STATE OF WISCONSIN ) ) ss.			TIA BROWN  A TIA B
	MANITOWOC COUNTY)			Marie Constitution of the
	Personally came before me, this I named Daniel Hall, Susan Bouril a			, 2022, the abole mineral he foregoing instrument.
		· To	ALO ALO axy Public Ma commission (	anitowoc County, WI (expires)(is) Howary 23rd
	STATE OF WISCONSIN ) ss.			J
	MANITOWOC COUNTY )			
	Personally came before me this	zie Reed-Kadow, they executed the	City Clerk, of foregoing inst	rument as such Officers of
			ary Public	
			nitowoc Count	

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

#### RECITALS

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- 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.
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- 9. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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. <u>Permits</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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.

City of M	anitowoc	Owner(s)
Ву:		Kinky Vast
Mayo	or Justin M. Nickels	Ricky Vogt
By:		Sus a Vos
City (	Clerk Mackenzie Reed-Kadow	Susan Vogt
ST	'ATE OF WISCONSIN )	
MA	) ss. ANITOWOC COUNTY )	WUL Annum
	rsonally came before me, this	day of, 2022, the above TA owledge they executed the foregoing instrument.
		DURAJUNE Allie  Notary Public Manitowoc County, WI  Notary Public Manitowoc County Manitowoc
	ATE OF WISCONSIN ) ) ss. ANITOWOC COUNTY)	My commission (expires)(is) Muy 14 4025
Jus Wi said	isconsin and acknowledged that they ex	of, 2022, the above ed-Kadow, City Clerk, of the City of Manitowoc, ecuted the foregoing instrument as such Officers of y granted to them by resolution of the Manitowoc
		·
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

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 pro	operty located
at 3107 S. 15 <sup>th</sup> Street, Manitowoc, WI 54220	(Owner(s)), and the City of Man	itowoc (City),
a Wisconsin municipal corporation located at 9	000 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

- 1. Recitals. The above recitals are deemed to be true and correct.
- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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. <u>Abandonment of Potable Well by City</u>. 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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y of Manitowoc	Owner(s)
	Levin yours
Mayor Justin M. Nickels	Kevin Young
	Janua Gouna
City Clerk Mackenzie Reed-Kadow	Tanya Young ()
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this named Kevin Young Tallyam instrument.	Soung and acknowledge they executed the foregoin
OTAP)  OUBLIC  WISCO	Notary Public Manitowoc County, WI My commission (expires)(is) 5 1 9 20
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Wisconsin and acknowledged that	day of, 2022, the above zie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers of authority granted to them by resolution of the Manitowoc
	Notary Public  Manitowoc County, Wisconsin  My commission (expires) (is):

This agreement is made and entered into this	day of	f July	, 2022,
by and between Stephen and Jennifer Hoppe, t	he property o	wner(s) of the	ne real property
located at 3126 S. 15th Street, Manitowoc, WI 54	220 (Owner(s)	)), and the Cit	y of Manitowoc
(City), a Wisconsin municipal corporation local	ated at 900 C	uay Street, l	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

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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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City	of Manitowoc	Owners	
By:		Style Hefte	
	Mayor Justin M. Nickels	Stephen Hoppe	
By:		Lember Hom	
· ·	City Clerk Mackenzie Reed-Kadow	Jemufer Hoppe	
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY )		
	Personally came before me, this _//	day of, 2022, the above coppe and acknowledge they executed the foregoing	
		Anthony Plehan	
(		Notary Public Manitowoc County, WI My commission (expires)(is) 10/4/2025.	
	STATE OF WISCONSIN ) ss.		
	MANITOWOC COUNTY)		
	Personally came before me this day of		
		Notary Public	
		Manitowoc County, Wisconsin My commission (expires) (is):	

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, (Own	er(s)), and the City of	Manitowoc (City), a
Wisconsin municipal corporation located at 900 Q	Duay Street, Manitowoo	e, WI 54220.

#### RECITALS

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- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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. <u>Abandonment of Potable Well by City</u>. 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
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- 24. <u>Heading</u>. 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. <u>Construction</u>. 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.

y of Manitowoc	Owner(s)
Mayor Justin M. Nickels	William Stalvey
City Clerk Mackenzie Reed-Kadov	N .
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this named William Stalvey and acknowledge of the stalvey and ackn	day of
Personally came before me this Justin M. Nickels, Mayor, Mack Wisconsin and acknowledged th	day of, 2022, the above renzie Reed-Kadow, City Clerk, of the City of Manitowoc, at they executed the foregoing instrument as such Officers of e authority granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agre	ement is	made a	and ent	ered	into this		day of			, 202	22,
						owner(s)	of the	real	property	located	at
3131 S. 1	5 <sup>th</sup> Street	, Manit	towoc,	WI	54220 (O	wner(s)),	and the	City of	f Manitow	oc (City)	, a
Wisconsi	n municir	oal corr	oration	ı loca	ated at 90	0 Quay Str	eet, Mar	itowo	c, WI 542	20.	

#### 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

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y of Manitowoc	Owner(s)
	211/10
Mayor Justin M. Nickels	Bylon Keil Tre Kiel Tre
City Clerk Mackenzie Reed-Kadow	<del></del>
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this named Tyler Keil and acknowled the View of the State of Wisconsin (State o	ARYENBRUCH Notary Public Manitowoc County, WI My commission (expires)(is) 9/17/202
Wisconsin and acknowledged that	day of
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this	day of	, 2022,
by and between Steven and Wendy Lutzke, the	e property owner(s) of the rea	al property located
at 3201 S. 15 <sup>th</sup> Street, Manitowoc, WI 54220	(Owner(s)), and the City of	Manitowoc (City),
a Wisconsin municipal corporation located at 9	000 Ouay 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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y of Manitowoc	Owner(s)
	Start Into
Mayor Justin M. Nickels	Steven Lutzke  My dy Som
City Clerk Mackenzie Reed-Kadow	Wendy Lutzke
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY )	
Personally came before me, this named Steven Lutzke, Wendy instrument.	Aday of
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY)	
Wisconsin and acknowledged that	day of
	Notary Public
	Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into thi	s day of	, 2022,
by and between Mark and Tara Gorte, the p	roperty 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 9	000 Quay Street, Manitow	oc, WI 54220.

### **RECITALS**

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- 3. <u>Abandonment of Potable Well by City</u>. 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-

- 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. <u>Schedule</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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. <u>Permits</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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.

ity	of Manitowoc	Owner(s)
y:		ped the
J	Mayor Justin M. Nickels	Mark Gorte
<b>y</b> :		Sava ante
•	City Clerk Mackenzie Reed-Kadow	Tara Gorte
	STATE OF WISCONSIN )	
	) ss. MANITOWOC COUNTY )	
	Personally came before me, the named Mark Gorte, Tara Gorte a LE STATE OF WISCONSINGUE OF WISCONSINGUE (STATE OF WISCONSINGUE) SS.  MANITOWOC COUNTY )	A Service A Leonhard Notary Public Manitowoc County, WI My commission (expires)(is) 3124716
	Wisconsin and acknowledged that	day of
		Notary Public Manitowoc County, Wisconsin
		My commission (expires) (is):

This agreement is made and entered into this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_\_, 2022, by and between Noah Liebelt, the property owner(s) of the real property located at 3209 S. 15<sup>th</sup> 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

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ity of Manitowoc	Owner(s)
y:	Mock Laketo
Mayor Justin M. Nickels	Noah Liebelt
y:	
City Clerk Mackenzie Reed-Kadow	
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this 17th named Noah Liebelt and BAL 8.	day of, 2022, the above executed the foregoing instrument.
named Noah Liebelt and Liebelt	Notary Public Manitowoc County, WI My commission (expires)(is) 3/0/123.
STATE OF WISCONS	
) ss. MANITOWOC COUNTY )	
Justin M. Nickels, Mayor, Mackenzie Reed Wisconsin and acknowledged that they exe	of, 2022, the above l-Kadow, City Clerk, of the City of Manitowoc, cuted the foregoing instrument as such Officers of granted to them by resolution of the Manitowoc
	Notom: Dublic
	Notary Public Manitowoc County, Wisconsin
	My commission (expires) (is):

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. 15<sup>th</sup> 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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of Manitowoc	Owner(s)
	Calls The
Mayor Justin M. Nickels	Cody Thiel
City Clerk Mackenzie Reed-Kadow	Amber Thiel
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY)	
Personally came before me, this 28 named Cody Thiel, Amber Thiel and acl	day of
STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)	
Wisconsin and acknowledged that they	ay of, 2022, the above eed-Kadow, City Clerk, of the City of Manitowoc, executed the foregoing instrument as such Officers of ity granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this _	19 day of _	July	, 2022,
by and between Mike and Kris Johnson, the proj	perty owner(s) of	the real propert	y located at
3217 S. 15th Street, Manitowoc, WI 54220 (Ow			
Wisconsin municipal corporation located at 900	Quay Street, Man	itowoc, WI 542	20.

#### **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

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- 3. <u>Abandonment of Potable Well by City</u>. 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-

- 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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. <u>Permits</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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.

ity	of Manitowoc	Owner(s)
y:		MA
, •	Mayor Justin M. Nickels	Mike Johnson
y:		Kris Johnson
	City Clerk Mackenzie Reed-Kadow	Kris <i>Y</i> ohnson
	STATE OF WISCONSIN )	
	) ss. MANITOWOC COUNTY )	
	Personally came before me, this LTM named Mike Johnson, Kris Johnson a instrument.	day of My, 2022, the above son and acknowledge they executed the foregoing
		Notary Public Manitowoc County, WI My commission (expires)(is) 5/1/20
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY )	
	Wisconsin and acknowledged that the	day of
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this	6 day of	, 2022,
by and between Paul Emmett the property	owner(s) of the rea	l property located at
2805 S. 19th Street, Manitowoc, WI 54220 (O	wner(s)), and the City of	of Manitowoc (City), a
Wisconsin municipal corporation located at 900	O Quay Street, Manitow	oc, 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

- 1. Recitals. The above recitals are deemed to be true and correct.
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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.
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- 20. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.
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City	of Manitowoc	Owner(s)
By:		4 1/5
<b>J</b>	Mayor Justin M. Nickels	Paul Emmett
By:		$\mathcal{O}$
, ,	City Clerk Mackenzie Reed-Kadow	
	STATE OF WISCONSIN )	
	) ss. MANITOWOC COUNTY )	
	વાં લાક	Registration of the state of th
	STATE OF WISCONSIN )	will Hills.
	) ss. MANITOWOC COUNTY )	
	Wisconsin and acknowledged that the	day of, 2022, the above ie Reed-Kadow, City Clerk, of the City of Manitowoc, hey executed the foregoing instrument as such Officers of thority granted to them by resolution of the Manitowoc
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this	day of _	, 2022,
by and between Roger Noskowiak, the property	owner(s) of the	ne real property located at
2821 S. 19th Street, Manitowoc, WI 54220 (Own	er(s)), and the (	City of Manitowoc (City), a
Wisconsin municipal corporation located at 900 Q	uay Street, Man	itowoc, 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

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- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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.

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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.
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of Manitowoc	Owner(s)
	Road Hoolswest
Mayor Justin M. Nickels	Roger Noskowiak
City Clerk Mackenzie Reed-Kadow	
STATE OF WISCONSIN )	
) ss.	
MANITOWOC COUNTY )	
PUE OF	ARY  ALC  AURIE HEIER  Notary Public Manitowoc County, WI  WISC  My commission (expires)(is) 1/49/202
STATE OF WISCONSIN ) ss.	
MANITOWOC COUNTY)	
Wisconsin and acknowledged that they	day of, 2022, the above Reed-Kadow, City Clerk, of the City of Manitowoc, executed the foregoing instrument as such Officers of rity granted to them by resolution of the Manitowoc
, 6 <u>°</u>	
	Notary Public
	Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this	day of	, 2022,
by and between Notz Family Revoc Liv Tr, Dean a	and Bonnie Notz, th	ne property owner(s) of
the real property located at 2824 S. 19th Street, M	anitowoc, WI 5422	20 (Owner(s)), and the
City of Manitowoc (City), a Wisconsin municipa	l corporation locate	ed at 900 Quay Street,
Manitowoc, WI 54220.	•	•

#### RECITALS

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City	of Manitowoc	Owner(s)
By:		delan R noty
27.	Mayor Justin M. Nickels	Notz Family Revoc Liv Tr Dean Notz
By:	City Clerk Mackenzie Reed-Kadow	Bounie Votz Notz Family Revog Liv Tr
		Bonnie Notz
	STATE OF WISCONSIN ) ss.	
	MANITOWOC COUNTY)	
	Personally came before me, this named Dean Notz, Bonnie Notz and ack	day of
	STATE OF WISCONSIN )	MSCO, Turk
	) ss. MANITOWOC COUNTY )	
	Wisconsin and acknowledged that they	ay of, 2022, the above eed-Kadow, City Clerk, of the City of Manitowoc, executed the foregoing instrument as such Officers of city granted to them by resolution of the Manitowoc
		Notary Public
		Manitowoc County, Wisconsin My commission (expires) (is):

This ag	ree	ement is m	ade and er	itered into	this		day of	f			_, 20	)22,
by and	be	tween Der	nis and R	amona Tru	ıdeau,	the pro	perty o	owner	(s) of t	he real	prope	erty
located	at	2828 S 19 <sup>t</sup>	<sup>h</sup> Street, M	lanitowoc,	WI 54	220 (O	wner(s)	)), and	the Ci	ty of Ma	anitov	voc
(City),	a	Wisconsin	municipa	l corporati	on loca	ated at	900 (	Quay S	Street,	Manito	woc,	WI
54220			_	-				-				

### **RECITALS**

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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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City of Manitowoc		Owner(s)
By:		Senther
Mayor Justin M	Nickels	Dennis Trudeau
Ву:		Jamen & hafter
City Clerk Macke	enzie Reed-Kadow	Ramona Tradeau
STATE OF W	(SCONSIN ) ) ss.	
MANITOWOO		Λ
		day of, 2022, the above mirand, acknowledge they executed the foregoing
mon different.	STATE OF WILLIAM WILLI	Notary Public Manitowoc County, WI My commission (expires)(is) 1/22/25.
STATE OF W	SCONSIN )	manually.
MANITOWOO	) ss. C COUNTY )	
Justin M. Nick Wisconsin and	acknowledged that they ex authority and the authority	of, 2022, the above d-Kadow, City Clerk, of the City of Manitowoc, ecuted the foregoing instrument as such Officers of granted to them by resolution of the Manitowoc
		Notary Public
		Manitowoc County, Wisconsin
		My commission (expires) (is):

This agreement is made and ent	tered into this	day of	, 20	022,
by and between Joshua Resch ar	nd Kelly Tollefson, th	ne property own	ner(s) of the real prop	erty
located at 2904 S. 19th Street, M	anitowoc, WI 54220	(Owner(s)), an	d the City of Manito	woc
(City), a Wisconsin municipal	corporation located	at 900 Quay	Street, Manitowoc,	WI
54220	-			

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of Manitowoc	Owner(s)
	DARA
Mayor Justin M. Nickels	Joshua Resch
	Keely Jackhu
City Clerk Mackenzie Reed-Kadow	Kelly(Tollefson
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this 20th named Joshua Resch, Kelly Tollefson instrument.	day of, 2022, the above and acknowledge they executed the foregoing
STATE OF THE STATE	OTA JUAN COMMISSION (expires)(is) 1/82/35.
STATE OF WISCONSIN )	& Misconning
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	Notary Public
	Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this <u>Jo</u> day of <u>JULY</u>, 2022, by and between Charles and Kathleen Smith, the property owner(s) of the real property located at 2918 S. 19<sup>th</sup> 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

- 1. <u>Recitals</u>. The above recitals are deemed to be true and correct.
- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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.
- 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. <u>Property Restoration by City</u>. 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Indemnification</u>. 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.
- 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. <u>Permits</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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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2929 S. 19 <sup>th</sup> Street, Manitowoc, WI 54220 (Ow	mer(s)), and the City of	Manitowoc (City), a
Wisconsin municipal corporation located at 900	Quay Street, Manitowoo	e, WI 54220.

### RECITALS

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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.
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of Manitowoc	Owner(s)
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Mayor Justin M. Nickels	Susan Oswald Susan OswaOd
	Susan Oswald
City Clerk Mackenzie Reed-Kadov	7-19
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this named Susan Oswald and acknow	
	PUBLIC LEAURIE HEIER  STATE OF WIS My commission (expires)(is) 01-29-2025
STATE OF WISCONSIN ) ss.	
MANITOWOC COUNTY )	
Wisconsin and acknowledged that	day of, 2022, the above enzie Reed-Kadow, City Clerk, of the City of Manitowoc, at they executed the foregoing instrument as such Officers of e authority granted to them by resolution of the Manitowoc
	Notary Public
	Manitowoc County, Wisconsin My commission (expires) (is):

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 (Ow	oner(s)), and the City of	Manitowoc (City), a
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- 26. <u>Construction</u>. 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.

City By:	of Manitowoc		Owner(s)		
<i>J</i> .	Mayor Justin M. Nickels		Dawn Ya	anda (	MANNA
By:	City Clerk Mackenzie Reed-Kadow				
		SAMANTHA FISCHER	Manager 1		
	MANITOWOC COUNTY)	OF WISCONS			
	Personally came before me, this named Dawn Yanda and acknowle	day c		, 2022 instrument.	, the above
			Samonet Samonet Notary Public Ma My commission (e	a Fischer nitowoc Count expires)(is) 7	y, WI Irelacau
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY )				
	Personally came before me this	zie Reed-Kac they executed	low, City Clerk, of t I the foregoing instr	ument as such	nitowoc, Officers of
			Notary Public Manitowoc County My commission (ex		

This agreement is made and entered into this	s day of	, 2022,
by and between Adam Noskowiak, the proj	perty owner(s) of the real property	located at
3003 S. 19 <sup>th</sup> Street, Manitowoc, WI 54220 (C	Owner(s)), and the City of Manitowoo	City), a
Wisconsin municipal corporation located at 90	00 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

- 1. Recitals. The above recitals are deemed to be true and correct.
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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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- 12. <u>Warranty</u>. 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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- 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

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·	of Manitowoc	Owner(s)
By:	Mayor Justin M. Nickels	Adam Noskowiak
By:		
٠	City Clerk Mackenzie Reed-Kadow	<del></del>
	STATE OF WISCONSIN )	
	) ss. MANITOWOC COUNTY )	
	Personally came before me, this named Adam Noskowiak and aclarity  STATE OF WISCONSIN )  MANITOWOC COUNTY )	day of August, 2022, the about the foregoing instrument.  NOTAR OF WAR Surface
	Wisconsin and acknowledged that	day of, 2022, the above nzie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers cauthority granted to them by resolution of the Manitowoc
		-
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this		f JOTA	, 2022
by and between James Konecny, the property	owner(s) of	the real property	located at
3006 S. 19 <sup>th</sup> Street, Manitowoc, WI 54220 (Ow	ner(s)), and the	e City of Manitow	oc (City), a
Wisconsin municipal corporation located at 900 (	Duay Street, M	lanitowoc, WI 542	.20.

## RECITALS

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of Manitowoc	Owner(s)
	James gronerry
Mayor Justin M. Nickels	James Konecny
City Clerk Mackenzie Reed-Kadow	
City Clerk Mackenzie Reed-Kadow	
CTATE OF MICCONGRA	
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY )	
Personally came before me, thisl_ named James Konecny and acknowle	day of, 2022, the above edge they executed the foregoing instrument.
	Notary Public Manitowoc County, WI My commission (expires)(is) 02(25/2)
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY)	
Justin M. Nickels, Mayor, Mackenzi Wisconsin and acknowledged that the	day of
	Notary Public  Manitowoc County, Wisconsin
	My commission (expires) (is):

This agreement is made and entered into this 19 day of 300, 2022, by and between Daniel and Patricia Babcock, the property owner(s) of the real property located at 3011 S. 19<sup>th</sup> Street, Manitowoc, WI 54220 (Owner(s)), and the City of Manitowoc (City), a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

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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. <u>Heading</u>. 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. <u>Construction</u>. 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.

ty of Manitowoc	Owner(s)
:	DeuBart 7/19/22
Mayor Justin M. Nickels	Danifl Babcock
;	Stato BM 7/19
City Clerk Mackenzie Reed-Kadow	Patricia Babcock
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
	change they executed the foregoing instrument.
PUI ATE OI	BLIC STAURIE HEIER  Motary Public Manitowoc County, WI  F WISCO My commission (expires)(is) 01-29-2025
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Wisconsin and acknowledged that they e	ay of, 2022, the above eed-Kadow, City Clerk, of the City of Manitowoc, executed the foregoing instrument as such Officers of ity granted to them by resolution of the Manitowoc
	Notary Public
	Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this day of \_\_\_\_\_\_\_, 2022, by and between Kenneth and Christine Noskowiak, the property owner(s) of the real property located at 3019 S. 19<sup>th</sup> 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

- 1. Recitals. The above recitals are deemed to be true and correct.
- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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. <u>Abandonment of Potable Well by City</u>. 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. <u>Property Restoration by City</u>. 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.

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- 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Indemnification</u>. 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. <u>Permits</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

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ty of Manitowoc	Owner(s)
:	Turf Co
Mayor Justin M. Nickels	Kenneth Noskowiak
	Africane pay
City Clerk Mackenzie Reed-Kadow	Christine Noskowiak
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY)	
foregoing instrument.  F. /  OTA  WELLING  OF WITH A CONTROL OF WI	day of
STATE OF WISCONSIN ) ss.	
MANITOWOC COUNTY )	
Wisconsin and acknowledged that the	day of
	Notary Public Manitowoc County, Wisconsin
	My commission (expires) (is):

This agreement is made and entered into this	day of	, 2022,
by and between Ted and Lisa Thiers, the propert	ty owner(s) of the rea	al property located at
3125 Lone Oak Lane, Manitowoc, WI 54220 (Ov	vner(s)), and the City	of Manitowoc (City),
a Wisconsin municipal corporation located at 900	Ouay Street, Manitow	roc, WI 54220.

## RECITALS

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ty of Manitowoc	Owner(s)
<b>/:</b>	to This
Mayor Justin M. Nickels	Ted Thiers
<b>/:</b>	( ) (in m Thise )
City Clerk Mackenzie Reed-Kadow	Lisa Thiers
	WINDENEN WALL
	ARY
STATE OF WISCONSIN )	N. N
) ss.	PUBY (8)
MANITOWOC COUNTY)	THE OF WHITE
Personally came before me, this	_ day of, 2022, the above
named 1ed 1 mers, Lisa 1 mers and ackn	owledge they executed the foregoing instrument.
	Oxina Carnen
	Isa Coenen
	Notary Public Manitowoc County, WI
<b>25.</b> 1. <b>25.</b> 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	My commission (expires)(is) <u>06/17/20</u> 24
STATE OF WISCONSIN ) ) ss.	
MANITOWOC COUNTY)	
Personally came before me this da	ay of, 2022, the above
Justin M. Nickels, Mayor, Mackenzie Re	eed-Kadow, City Clerk, of the City of Manitowoc.
said City, by its authority and the authority	executed the foregoing instrument as such Officers of ity granted to them by resolution of the Manitowoc
Common Council.	•
	Notary Public  Manitowoc County, Wisconsin
	My commission (expires) (is):

This agreement is made and entered into this 29 day of 100 y, 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

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- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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.

y of Manitowoc	Owner(s)
	- Kenner John
Mayor Justin M. Nickels	Dennis Hebert
	Dennis Hebert  Linga Bloot
City Clerk Mackenzie Reed-Kadow	Linda Hebert
	and a E Day
STATE OF WISCONSIN )	A AOTARL
MANITOWOC COUNTY )	August C
Personally came before me, this an end Dennis Hebert, Linda Hebert.	day of July 2022, the above they executed the of the second the se
	On E. Real
	Notary Public Manitowoc County, WI My commission (expires)(1) 10-28-202
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Justin M. Nickels, Mayor, Mackenz Wisconsin and acknowledged that	day of, 2022, the above zie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers outhority granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agre	ement is	made a	ind ente	ered i	into this _		day	of _			, 202	22,
by and	between	Brian	Wall,	the	property	owner(s)	of	the	real	property	located	at
3208 Lon	ie Oak La	ne, Ma	nitowo	e, Wl	I 54220 (	Owner(s)),	, and	the	City	of Manito	woc (Cit	y),
a Wiscon	sin munic	cipal co	rporatio	n loc	cated at 90	00 Quay St	treet	, Ma	nitow	oc, WI 54	220.	

## **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

- 1. Recitals. The above recitals are deemed to be true and correct.
- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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. <u>Abandonment of Potable Well by City</u>. 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. <u>Property Restoration by City</u>. 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-

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- 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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.
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ty of	Manitowoc		Owner(s)	_
·:			1	$= \mathcal{O}$
Ma	ayor Justin M. Nickels		Brian Wall	7/22/22
Cit	ty Clerk Mackenzie Reed-Kadow			
;	STATE OF WISCONSIN )			
]	) ss. MANITOWOC COUNTY )		_	
	Personally came before me, this named Brian Wall and acknowledge.		the foregoing instrum	, 2022, the above
	PUB OF W	ARY SLIC ENN VISCO'S M	AURIE HEIEG otary Public Manitov ly commission (expir	Veier voc County, WI res)(is) 1-39-2035
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)			
] ] 3	Personally came before me this Justin M. Nickels, Mayor, Mackenzie wisconsin and acknowledged that they said City, by its authority and the authoromon Council.	Reed-Kadow executed the	, City Clerk, of the C e foregoing instrumen	nt as such Officers of
		No.	otary Public	
		Ma	anitowoc County, Wi y commission (expire	

This agreement is made and entered into this \_\_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_\_, 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

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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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- 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.
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City	of Manitowoc	Owner(s)
By:		Balah Elling
	Mayor Justin M. Nickels	Ralph Elliott
By:		Petrica and Edie
	City Clerk Mackenzie Reed-Kadow	Patricia Ann Elliott
	STATE OF WISCONSIN )	
	) ss. MANITOWOC COUNTY )	
	Personally came before me, this named Ralph Elliott, Patricia Arinstrument.	day of July, 2022, the above in Elliott and acknowledge they executed the foregoing
	KAREN STEFIUK Notary Public State of Wisconsin	Notary Public Manitowoc County, WI My commission (expires)(is) 10/1/23
	STATE OF WISCONSIN )	, ,
	) ss. MANITOWOC COUNTY )	
	Wisconsin and acknowledged that	day of, 2022, the above zie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers of authority granted to them by resolution of the Manitowoc
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this May 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

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- 14. <u>Indemnification</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Construction</u>. 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.

of Manitowoc	Owner(s)
	Sest Glight
Mayor Justin M. Nickels	Scott Filiott
City Clerk Mackenzie Reed-Kadow	Marcia Niven
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this named Scott Elliott, Marcia Niven and	day of, 2022, the above dacknowledge they executed the foregoing instrument.
	Notary Public Manitowoc County, WI My commission (expires)(is) 410-6
STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)	
Wisconsin and acknowledged that the	day of, 2022, the above Reed-Kadow, City Clerk, of the City of Manitowoc, y executed the foregoing instrument as such Officers of the principle of the Manitowoc granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered is	into this	day o	f		, 202	22,
by and between Michael Viau, the	property	owner(s) of	the real	property	located	at
3318 Cimarron Court, Manitowoc, W	I 54220 (O	wner(s)), and	the City of	of Manitov	voc (City	y),
a Wisconsin municipal corporation loc	cated at 900	Quay Street, 1	Manitow	oc, WI 542	220.	

#### 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

- 1. Recitals. The above recitals are deemed to be true and correct.
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- 3. <u>Abandonment of Potable Well by City</u>. 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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- 12. <u>Warranty</u>. 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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y of Manitowoc	Owner(s)
: Mayor Justin M. Nickels	Michael Vian
	Witchact Viau
City Clerk Mackenzie Reed-Kadow	
STATE OF WISCONSIN )  Sheboygan ) ss.  MANITOWOC COUNTY)	
Personally came before me, this 19 on amed Michael Viau and acknowledge the	day of <u>July</u> , 2022, the above y executed the foregoing instrument.
DEBBIE CHAPMAN NOTARY PUBLIC STATE OF WISCONSIN	Dekkei Chapman  Debbie Chapman  Notary Public Manitowoo County, WI  My commission (expires)(is) May 24, 2024
STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)	
Justin M. Nickels, Mayor, Mackenzie Reed Wisconsin and acknowledged that they exe	of, 2022, the above d-Kadow, City Clerk, of the City of Manitowoc, ecuted the foregoing instrument as such Officers of granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreem	nent is m	ade	e and entere	d into this _	day	y of				_, 2022,
by and bety	ween Ch	rist	opher and	Jennifer Go	spodarek, the	e propert	y o	wner(	s) of t	he real
property loc	ated at 3	328	Cimarron (	Court, Mani	towoc, WI 5	4220 (Ow	ner	(s)), a	and the	City of
Manitowoc	(City),	a	Wisconsin	municipal	corporation	located	at	900	Quay	Street,
Manitowoc,	WI 5422	20.								

#### RECITALS

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y of Manitowoc	Owner(s)
:	Market Market
Mayor Justin M. Nickels	Christopher Gospodarek
City Clerk Mackenzie Reed-Kadow	Jennifer Gospodarek
STATE OF WISCONSIN )	
MANITOWOC COUNTY )	
Personally came before me, this named Christopher Gospodarek, Jenni foregoing instrument	day of, 2022, the above ifer Gospodarek and acknowledge they executed the
KAYLENE A RAUEN	Notary Public Manitowoc County, WI My commission (expires)(is):3-22-20.2
STATE OF WISCONSIN	
) ss. MANITOWOC COUNTY )	
Wisconsin and acknowledged that they	day of, 2022, the above Reed-Kadow, City Clerk, of the City of Manitowoc, executed the foregoing instrument as such Officers of ority granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this _	day of		, 2022,
by and between Tina Lindemann, the propert	y owner(s) of the	real property le	ocated at
3413 Cimarron Ct. (Owner(s)), and the City o	f Manitowoc (City)	, a Wisconsin r	nunicipal
corporation located at 900 Quay Street, Manitow	oc, WI 54220.		

## RECITALS

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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.
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y of Manitowoc	Owner(s)
	Tuno of Indeman
Mayor Justin M. Nickels	Tina Lindemann
City Clerk Mackenzie Reed-Kadow	
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	0 ( /
Personally came before me, this _named Tina Lindemann and acknown	day of
The property of the second	Notary Public Manitowoc County, WI  OBLY My commission (expires)(is) 1/38/35.
STATE OF WISCONSIN ) ) ss.	OF WSCORMING
MANITOWOC COUNTY )	
Wisconsin and acknowledged that t	day of, 2022, the above zie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers of uthority granted to them by resolution of the Manitowoc
Wisconsin and acknowledged that t said City, by its authority and the a	they executed the foregoing instrument as such Officers
	Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this _	day of	, 2022,
by and between Lynn Popp, LM Popp, LLC,	the property owner(s) o	f the real property
located at 3401 Cimarron Court and 3403 Cima	arron Court (duplex), Mar	nitowoc, WI 54220
(Owner(s)), and the City of Manitowoc (City),	a Wisconsin municipal co	rporation 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

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y of Manitowoc	Owner(s)	P.
	XIIII	line o
Mayor Justin M. Nickels	Lynn Po LM Pop	
City Clerk Mackenzie Reed-Kadow		
STATE OF WISCONSIN )		
) ss. MANITOWOC COUNTY)	<del></del>	
Personally came before me, this 2000 named Lynn Popp, LM Popp, LLC and a	day of Chey executed	, 2022, the above
STATE ONLY	Notary Public Ma Wisc My commission (	Jahrek Jahrek Anitowoc County, W. (expires)(is) 1/22/25.
STATE OF WISCONSIN ) ) ss.		
MANITOWOC COUNTY)		
Personally came before me thisday Justin M. Nickels, Mayor, Mackenzie Rec Wisconsin and acknowledged that they exsaid City, by its authority and the authority Common Council.	ed-Kadow, City Clerk, of secuted the foregoing inst	rument as such Officers of
	Notary Public	
	Manitowoc County	y, Wisconsin
	My commission (e	expires) (is):

This agreement is made and entered into this	day of	, 2022,
by and between Steven and Deborah Novy, the	property owner(s) of the	e 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 9	00 Quay Street, Manitov	voc, WI 54220.

#### RECITALS

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of Manitowoc	Owner(s)
	Deceased
Mayor Justin M. Nickels	Steven Novy
City Clerk Mackenzie Reed-Kadow	Deborah Novy
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
instrument.	day of
STATE OF WISCONSIN ) SS.	ASCOWNING.
MANITOWOC COUNTY)	
Wisconsin and acknowledged that the	day of
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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.
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- 19. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

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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. <u>Heading</u>. 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. <u>Construction</u>. 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.

City	of Manitowoc	Owner(s)
By: _		Deceased
Ī	Mayor Justin M. Nickels	Anita Moore
By:		Saland on liener
(	City Clerk Mackenzie Reed-Kadow	Stephanie Lee Devener
		Notary Public State of Wisconsin
	STATE OF WISCONSIN )	Christopher J. Longlais
941071	) ss. <b>/</b> <m<del>ANITOWOC COUNTY )</m<del>	
	Personally came before me, this gnamed Anita Moore, Stephanie Linstrument.	day of Aus 45 5 7 , 2022, the above see Devener and acknowledge they executed the foregoing
		Notary Public Manitowoo County, WI My commission (expires)(is CS/12/202
	STATE OF WISCONSIN )	
	) ss. MANITOWOC COUNTY )	
	Personally came before me this Justin M. Nickels, Mayor, Macker Wisconsin and acknowledged that	day of, 2022, the above nzie Reed-Kadow, City Clerk, of the City of Manitowoc, they executed the foregoing instrument as such Officers of authority granted to them by resolution of the Manitowoc
		N
		Notary Public  Manitowoc County, Wisconsin  My commission (expires) (is):

This agreement is made and entered into this _	day of _	, 2022,
by and between Donald Frisch, Jr., the prope	rty owner(s) of t	the real property located at
3225 S. 26 <sup>th</sup> Street, Manitowoc, WI 54220 (Ov	wner(s)), and the	City of Manitowoc (City), a
Wisconsin municipal corporation located at 900		

## 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

- 1. <u>Recitals</u>. The above recitals are deemed to be true and correct.
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ty of Man	itowoc	Owner(s)
Mayor J	ustin M. Nickels	Donald Frisch, Jr.
City Cle	rk Mackenzie Reed-Kadow	<del></del>
STAT	E OF WISCONSIN )	
MANI	) ss. TOWOC COUNTY )	
Person named		TABY OF HUQUS+, 2022, the above knowledge the executed the foregoing instrument.  AMANDA  PENBRUCH  AMANDA  AM
	Man Core	WSCONSI HManda Boryen hveld Notary Public Manitowoc County, WI My commission (expires)(is) September 1.2
STAT	E OF WISCONSIN )	
MANI	TOWOC COUNTY)	
Justin Wisco said C	nsin and acknowledged tha	day of, 2022, the above enzie Reed-Kadow, City Clerk, of the City of Manitowoc, at they executed the foregoing instrument as such Officers of authority granted to them by resolution of the Manitowoc
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

## RECITALS

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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

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of Manitowoc	Owner(s)
	The state of the s
Mayor Justin M. Nickels	Robert Love VIII
City Clerk Mackenzie Reed-Kadow	Jodi Love
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this	
BRENDA M SHILLCOX Notary Public State of Wisconsin	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 Justin M. Nickels, Mayor, Mackenzie Reed-K Wisconsin and acknowledged that they execut said City, by its authority and the authority gra Common Council.	adow, City Clerk, of the City of Manitowoc, ed the foregoing instrument as such Officers of
	Notary Public Manitowoc County, Wisconsin
	My commission (expires) (is):

1

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

### RECITALS

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- 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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- 13. <u>Applicable Statutes</u>. 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. <u>Indemnification</u>. 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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- 24. <u>Heading</u>. 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. <u>Construction</u>. 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.

y of Manitowoc	Owner(s)
	Brian Maurer
Mayor Justin M. Nickels	Brian Maurer
City Clerk Mackenzie Reed-Kadov	<del></del>
City Clerk Mackenzie Reed-Kadov	v
STATE OF WISCONSIN )	
) ss.	
MANITOWOC COUNTY )	
STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)	NOTARIO STATE AND COUNTY NOTARIO STATE AND COUNTY Public Manitowoc County, WI  NOTARIO STATE AND COUNTY OF THE PROPERTY OF THE
Personally came before me this Justin M. Nickels, Mayor, Mack Wisconsin and acknowledged th	day of, 2022, the above renzie Reed-Kadow, City Clerk, of the City of Manitowoc, at they executed the foregoing instrument as such Officers of e authority granted to them by resolution of the Manitowoc
	Notary Public Manitowoc County, Wisconsin

This agr	reement is ma	ade and ent	ered into thi	s	day	of			_, 20	22,
by and 1	between Mar	y Knier an	d Robert Fla	aim, the	property	owner	(s) of t	he real	prope	rty
located	at 3618 CTH	CR, Mani	towoc, WI	54220 (0	Owner(s	)), and	the Cit	y of Ma	nitov	voc
(City), a	a Wisconsin	municipal	corporation	located	at 900	Quay	Street,	Manitov	voc,	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

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of Manitowoc	Owner(s)
	Mary & Krys
Mayor Justin M. Nickels	Mary/Knier  Robert L
City Clerk Mackenzie Reed-Kadow	Robert Flaim
STATE OF WISCONSIN )	
) ss. MANITOWOC COUNTY )	
Personally came before me, this named Mary Knier, Robert Flaim and the NO STATE OF WISCONSIN )  STATE OF WISCONSIN )  SS.  MANITOWOC COUNTY )	day of
Wisconsin and acknowledged that they e	ay of, 2022, the above eed-Kadow, City Clerk, of the City of Manitowoc, executed the foregoing instrument as such Officers of ity granted to them by resolution of the Manitowoc
	Notary Public
	Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is made and entered into this day of, 2022,	
by and between Watthew and Woothe Contilled Contilled Rev 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. Gen Noelle N. Gentile Revocable RECITALS Trust U/A dated April 6, 2006	tile and

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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·	of Manitowoc	Owner(s)
	Mayor Justin M. Nickels	Matthew Gentile, Thatee
By:	City Clerk Mackenzie Reed-Kadow	Noelle Gentile, Trustee
	STATE OF WISCONSIN ) ) ss. MANITOWOC COUNTY)	
	Personally came before me, this named Matthew Gentile, Noelle Ginstrument.  NELS  PUBLICATION OF MELS  PUBLICATION	day of
	STATE OF WISCONSIN ) ss.  MANITOWOC COUNTY)	
	Wisconsin and acknowledged that the	, 2022, the above e Reed-Kadow, City Clerk, of the City of Manitowoc, ey executed the foregoing instrument as such Officers of hority granted to them by resolution of the Manitowoc
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### RECITALS

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- 4. <u>Property Restoration by City</u>. 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.

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- 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. <u>Schedule</u>. 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. <u>Water Service Placement</u>. 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. <u>Notice to Tenants</u>. 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. <u>Insurance and Bonding</u>. 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. <u>Warranty</u>. 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. <u>Indemnification</u>. 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. <u>Permits</u>. 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. <u>Severability</u>. 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. <u>Amendments</u>. This Contract can only be amended or modified in writing and signed by the parties involved.

- 21. <u>Integration</u>. 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. <u>Survival of Provisions</u>. 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. <u>Heading</u>. 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. <u>Construction</u>. 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.

City of Manitowoc		Owner(s)
By:		Andrew DSharden
Mayor Justin M	. Nickels	Andrew Schroeder
By:		Omanda Schnoeder
City Clerk Macke	enzie Reed-Kadow	Omenda Shoeder Amanda Schroeder Olmanda Schroede
STATE OF W	ISCONSIN ) ) ss.	
MANITOWO	,	Α
	ISCONSIN )  ) ss.	day of
Justin M. Nick Wisconsin and	l acknowledged that they exts authority and the authority	y of, 2022, the above ed-Kadow, City Clerk, of the City of Manitowoc, secuted the foregoing instrument as such Officers of manitowoc granted to them by resolution of the Manitowoc
		Notary Public Manitowoc County, Wisconsin My commission (expires) (is):

This agreement is	made and ente	ered into thi	.s	_ day of		, 202	2,
by and between C	hristopher Har	nson, the pr	operty owr	ner(s) of the	real property	located	at
3921 Blackhawk	Court, Manitor	woc, WI 5	54220 (Ow	ner(s)), and	the City of N	<b>Aanitow</b>	oc
(City), a Wiscons	in municipal	corporation	located at	900 Quay	Street, Manit	owoc, V	VI
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

- 1. Recitals. The above recitals are deemed to be true and correct.
- 2. <u>Installation and Connection of Municipal Water Service by City</u>. 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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City of M	[anitowoc]	Owner(s)	
Ву:		Chin Hans	
Mayo	or Justin M. Nickels	Christopher Hanson	
Ву:			
City (	Clerk Mackenzie Reed-Kadow		
ST	ATE OF WISCONSIN )		
MA	) ss. ANITOWOC COUNTY )		
Pei nar	rsonally came before me, this 27 med Christopher Land in all the knowledge of the control of the	day of, 2022, the above edge they executed the foregoing instrument.	
N.	AMANDA BARYENBRUCH	Amanda Baryenbruch Notary Public Manitowoc County, WI My commission (expires)(is) Sep 12, 702 \( \)	
ST	ATE OF WISCONS		
MA	ANITOWOC COUNTY)		
Jus Wis saic	sconsin and acknowledged that they e	y of, 2022, the above ed-Kadow, City Clerk, of the City of Manitowoc, xecuted the foregoing instrument as such Officers of ty granted to them by resolution of the Manitowoc	
		Notary Public	
		Manitowoc County, Wisconsin My commission (expires) (is):	