

**Return to Tracy Taylor:**Via e-mail: dpw@oshkoshwi.govVia mail: Department of Public Works
PO Box 1130
Oshkosh, WI 54903-1130In person: Room 301, City Hall
215 Church Avenue**2026 FINANCIAL ASSISTANCE APPLICATION FOR
PRIVATE-SIDE LEAD SERVICE LINE REPLACEMENT**

Application, including Waiver/Release and Consent to Special Charge forms, must be submitted to be considered.

APPROVAL OF THE PROPERTY IS REQUIRED BEFORE COMMENCING WORK

Approval for the Lead Water Service Replacement financial assistance is required before commencing work. Properties must be deemed eligible before the start of replacement work to ensure that Federal requirements for the Endangered Species, Archeological/Historical, and Waterway/Wetland Reviews have been completed. Some properties may not be eligible for reimbursement due to these reviews or may require additional time to complete the process due to location and property history. The City of Oshkosh (City) will provide a written response to the approval application. Please note any conditions included in the response and share them with your contractor. The response will include the maximum amount of financial assistance the property is eligible to receive. Approvals are valid for nine (9) months.

Verification of the property's water service line materials is required before approval. Visit the City's online Water Service Inventory to view your property by using the QR code to the right. The Private-Side Service Line pipe material must be lead, galvanized iron (considered lead), or brass for the replacement to be eligible for financial assistance. If the material type is listed as "unknown", please schedule an appointment for a free inspection using the link from the Inventory or call (920) 232-5336. If you do not have access to use this QR code, you may call (920) 232-5336 to find out if the City has already identified your material type or visit www.oshkoshwater.com.



Lead Service line replacement should be coordinated so the public-side and private-side are completed within 90 days of each other and must be done within 180 days of either side becoming lead-free. Failure to meet the 180-day requirement may result in the property not being eligible for financial assistance. The 180-day requirement does not apply to partial replacements completed before August 8, 2024.

HOUSEHOLD INFORMATION

Property Owner's Name(s): _____
(If business or corporation, provide the name and title of the individual who can sign legal documents.)

Property Address: _____

Mailing Address: _____
(if different than above) _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

The City will use this e-mail address to communicate important information about the program. Please check this Box if **you do not wish to receive information via e-mail:** ☐

Is the property used for a licensed childcare facility or school? (Check one) Yes ____ No ____

List the dates of birth for all children living or routinely spending significant time at this address or property:

Are any members of the household currently pregnant? (Check one) Yes ____ No ____

Are any residents of the property currently immunocompromised? (Check one) Yes ____ No ____

Has the Private-Side Lead Service Line Replacement been completed?

☐

NO

☐

YES, Date Completed _____

Is the Private-Side Lead Service Line Replacement due to a leak?

☐

YES

☐

NO, Reason for Replacement _____

I attest that the above information is correct and consent to the review of my property for the purpose of determining eligibility requirements of the Lead Service Line Replacement Program.

Property Owner's Signature: _____

Date: _____

A signed Lead Service Line Replacement Financial Assistance Program Waiver/Release of Liability and signed Lead Service Line Replacement Financial Assistance Program Consent to Special Charge (attached) must be returned with this document. Please call (920) 236-5258 if you need assistance determining the Parcel Number of your property.

DAVIS-BACON WAGE RATE REQUIREMENTS

Funding for private-side lead water service line replacement is being provided by the Bipartisan Infrastructure Law. Therefore, the Federal Davis-Bacon wage rate requirements **will** apply in the following circumstances:

- The property is owned by an individual or individuals or is in the name of a business.
- The work will be performed using a plumbing/utility contracting firm that has employees (who are not 20% owners of this firm), and an owner of that plumbing/utility contracting firm did not perform one hundred percent (100%) of the work.

Davis-Bacon wage rate requirements **will not** apply in the following circumstances:

- An employee who is at least a twenty percent (20%) owner of the plumbing/utility contracting firm completing the work completes one hundred percent (100%) of the work.
- The total cost of the LSL replacement is less than \$2,000.

The City will assist in determining whether or not the Davis-Bacon wage rate requirements apply.

The plumber/utility contractor must provide a certified payroll to the City on the U.S. Department of Labor's Payroll form with the reimbursement application form.



**2026 LEAD SERVICE LINE REPLACEMENT FINANCIAL ASSISTANCE PROGRAM
WAIVER/RELEASE OF LIABILITY**

NOTE: THIS IS A LEGAL DOCUMENT

1. The City of Oshkosh (City) has created a program to help City residents pay for some of the costs needed to replace their water service pipes that contain lead. The program is made possible through funding received from the Wisconsin Department of Natural Resources.

2. I own property within the Oshkosh City limits. The description of my property is as follows:

Address: _____

Parcel No: _____

3. I understand that participating in this Lead Water Service Line Replacement Financial Assistance Program is voluntary. The pipe that I hope to receive financial assistance for is my private pipe on my own property and within the adjacent public right-of-way to the curb stop. I will need to hire a contractor to replace my lead water service pipe. I am responsible for whatever work is done.

4. The City has created a list of pre-qualified contractors. These contractors have stated they are willing to replace lead water service pipes and will abide by the program requirements. I understand the City has created this list as a convenience for homeowners like me. The City has verified the contractors on this list have met the qualifications of being licensed utility contractors and/or plumbers, and these contractors have agreed to follow all program requirements.

The City does not warranty, guaranty, or state that individual contractors on the list will be qualified to do the work on my property, or that I will get along with the contractor, or that I will agree with their contract, or how they go about completing the work. I understand that things can go wrong on any construction job. Therefore, it is my responsibility to investigate the contractors on the City's list and find the one that I think will be the best for me, in terms of price, contract terms, and the actual work they will do. I understand that I will be the one responsible for hiring a contractor. My agreement is with the Contractor, and is not an agreement with the City. The City does not have an agreement for this Program with the Contractor.

5. The City's main involvement in this project on my property is to financially assist me for some of the work that I hire a contractor to do on my property as long as I meet the program qualifications.

6. **Release of Liability.** I hereby release the City of Oshkosh, its officers, employees, agents, representatives, and insurers, including all of the assignees and successors in interest from all claims based upon the actions and/or inactions of the City of Oshkosh, its officers, employees, agents, and/or representatives, related to or occurring in connection with my participation in the Lead Service Line Replacement Financial Assistance Program. The claims released in this paragraph include those which may be based upon State or Federal statutes and/or administrative codes, common law, and Municipal and/or County Ordinances. The potential injuries and claims resulting from the identified type of events include, but are not limited to, monetary losses, as well as physical and psychological injuries of all levels of seriousness.

I understand that by signing this Release that I am not releasing the one (1) or more contractors that I hire to perform the lead water service pipe replacement; nor Third persons, including plumbers/utility contractors, based upon their negligent, reckless, willful, and malicious actions; and that those Third parties and their actions are not part of this agreement and are not released. Third persons are meant to include all persons other than the City of Oshkosh, its officers, employees, agents, and/or representatives.

I understand that in order for the City to make sure this program works for everyone, it has to be clear that I am entering into agreements with contractors based on my own choice, and not based on any choice or direction the City has made for me.

I understand that if I didn't agree to the terms of this Waiver/Release, the City may be unable to offer financial assistance through the Lead Service Line Replacement Financial Assistance Program or that the opportunities for me to participate in this program may be limited.

I hereby waive the right to make a claim as noted above and waive my rights to negotiate or bargain for different terms of this waiver and release of claims, which may lead to more potential liability on the part of the City of Oshkosh, its officers, employees, agents, and/or representatives, and may limit my participation or increase my costs under this program.

I understand that, in order for me to participate in the Lead Service Line Replacement Financial Assistance Program, an agreement for waiver/release in some form is required. For reasons that have value to me, I have chosen to accept the terms as identified within this document.

Property Owner:

Signature

Printed Name

If applicable, name of business or corporation and title of person signing. Individual must have the authority to sign legal documents for the above business/corporation.

Date



2026 LEAD SERVICE LINE REPLACEMENT FINANCIAL ASSISTANCE PROGRAM CONSENT TO SPECIAL CHARGE

NOTE: THIS IS A LEGAL DOCUMENT

I am applying for financial assistance available through the City of Oshkosh Lead Service Line Replacement Financial Assistance Program for the replacement of a lead water service line (LSL) or galvanized iron water service line, considered LSL, servicing the Property, which I own and which is described below:

Property Address: _____

Parcel No: _____

I understand that, under the City's Lead Service Line Replacement Financial Assistance Program (Program), I will choose a contractor(s) who will replace the lead service line on my Property, but that the City will pay that contractor(s) after work is completed, up to a maximum of \$5,400 for plumbing costs and \$1,300 in hard surface restoration costs. I understand that I am responsible for any amounts charged for work performed above these maximum amounts.

I understand that, as a part of the Program, I will be required to sign an agreement at the completion of the work to allow the City to disburse the funds. I understand that it is very important that I cooperate with the City and respond promptly to requests for information and to requests for completion of the required paperwork under the Program to allow the City to promptly reimburse the contractor(s) who performed work and to comply with the City's Lead Service Line Assistance Program and State of Wisconsin Loan Program requirements.

I understand and agree that if my application is approved, repayment of the Lead Service Line Assistance Loan amount will be secured by the City's right to special charge as provided by §66.0627 of the Wisconsin Statutes.

To that end, if my application is approved, I agree that I will promptly respond to requests for information and promptly, within 7 calendar days of the date that City staff contacts me to schedule a meeting to sign the required agreement or sign or provide any other paperwork that the City may require from me, schedule a meeting and attend that meeting to complete the necessary paperwork to allow the City to disburse payment to the contractor(s) that I have chosen and to complete the process for purposes of the Lead Line Financial Assistance Program.

I further agree that if my application is approved, the work is performed and I fail to promptly respond or comply with the Program requirements, that the City may proceed with payment to the contractor of the amount eligible for payment under the City's Lead Line Financial Assistance Program and levy the amount of the financial assistance provided to me, up to the maximum of \$5,400 for plumbing costs and \$1,300 in hard surface restoration costs against the Property as a special charge pursuant to Wis. Stat. §66.0627(8)(ag). In connection therewith, I:

- (i) acknowledge that the City will have incurred financial obligations in connection with my application and acceptance into the Program and in connection with payment of the contractor(s) who will have performed work and that the work performed will have benefited my Property;
- (ii) agree that the amount of the special charge, if levied, constitutes a proper exercise of the City's authority to levy special charges in accordance with **Wis. Stat. §66.0627(8)(ag)-(cm)**;
- (iii) agree that the allocation of the amount of the special charge to the Property, up to the maximum of \$5,400 for plumbing costs and \$1,300 in hard surface restoration costs, is reasonable;
- (iv) consent to the imposition and levy of such special charge;
- (v) agree that the levy of special charges is authorized by signature on this Consent Agreement, and that no further procedural steps need be taken by the City;
- (vi) waive all notices, hearings, and appeals provided by **Wis. Stat. §66.0627** or any other statute;
- (vii) acknowledge that the City is relying on the terms of this Agreement, and specifically the terms of this Subsection in reviewing and accepting my application, and that if special charges were not enforced that this would be inequitable to both the contractor(s) that performed the work and the City who will pay for the work based upon my representations herein; and
- (viii) understand and agree that the City will follow its customary practice in collecting special charges placed on the tax rolls, including assessing penalties and charging interest, and initiating foreclosure proceedings where appropriate.

Special charges collected for private LSL replacement loan repayments shall be placed in a segregated fund and disbursed in accordance with the requirements of the City's funding sources.

City shall keep an accounting of private LSL charges made in connection with this agreement and payments received by the City and provide Property Owner with such information upon request.

Property Owner:

Signature

Printed Name

If applicable, name of business or corporation and title of person signing. Individual must have the authority to sign legal documents for the above business/corporation.

Date