



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