

PRIVATE HYDRANT, VALVE AND METER PIT MAINTENANCE AGREEMENT

WHEREAS, 3LP Hartland Senior LLC (hereinafter "Owner") has constructed, owns and operates a private water main, hydrant, and valves and meter pit located on Campus Drive in Hartland, Wisconsin, and more particularly shown as the water main and appurtenances (such as, but not limited to, hydrants, valves, and meter pit) depicted on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Private Hydrants"); and

WHEREAS, Owner wishes to contract with the Village of Hartland (hereinafter "Village") for certain maintenance and repair services for said Private Hydrants.

IT IS HEREBY AGREED between Owner and Village as follows:

1. During the term of this Agreement and any extensions thereto, Village will perform such routine operation and maintenance of the Private Hydrants as the Village deems consistent with the routine operation and maintenance the Village performs on the water mains and appurtenances owned by the Village elsewhere. **Village shall not perform nor be responsible for any restoration to landscaped and/or paved areas damaged during the course of providing routine operation and maintenance. Routine or emergency repairs of the private water main and appurtenances and associated restoration to landscaped and/or paved areas shall be by owner.**

2. Owner shall pay to Village the full Time and Material Expenses incurred by Village in performing the services described in paragraph 1 of this Agreement. Time and Material Expenses shall consist of (a) the personnel cost (wages or pro-rated salary; all benefits, including, without being limited to, vacation, holiday and overtime pay; employer's share of state and federal employment taxes) as determined from time to time by the Village for the effort expended by Village personnel performing said services, and (b) the actual expenses incurred by the Village for independent contractors, consultants, and other people or companies, performing some or all of the services described in paragraph 1, and (c) usage and depreciation charges for Village vehicles and equipment used in performing the services described in paragraph 1 of this Agreement as said usage charges are determined and modified from time to time by the Village, and (d) the actual expense incurred by the Village for the purchase or rental of parts, tools, equipment or other supplies used in performance of the services described in paragraph 1 of this Agreement.

3. Owner will pay to Village the Time and Material Expenses within thirty (30) days after receipt of an invoice from Village for said amount. Amounts not paid within thirty (30) days shall accrue interest at the rate of one and one half (1.5%) percent per month.

4. Upon Owner's failure to pay any bill for services hereunder (including accrued interest) for 90 days after receipt of said services, Village may (but is not required to) discontinue providing service under this Agreement.

5. Upon Owner's failure to pay any bill for services hereunder (including accrued interest) for 90 days after receipt of said services, Village will recover the monies owed pursuant to Wis. Stat. § 66.0627, as amended from time to time. Said collection may be imposed irrespective of whether Village discontinues services pursuant to Paragraph 4. Should recovery under Wis. Stat. § 66.0627 prove infeasible; the Village may recover the monies owed through any means allowed by law.

6. All legal fees and other expenses incurred by the Village in collecting any past due amount owed under this Agreement, by whatever method, shall also be fully reimbursed by the Owner to the Village regardless of whether any legal action is initiated.

7. Village will attempt to notify Owner orally at least one (1) business day prior to conducting routine operation or maintenance on the Private Hydrants. If the Village determines that emergency repairs are necessary, it will notify Owner of the need for emergency repairs. Owner hereby designates John Ford, whose daytime telephone number is (414) 399-0165 and whose emergency non-business hours telephone number is (414) 399-0165 as the person to receive all notices of routine operation and maintenance, or the need for the owner to complete routine repairs or emergency repairs. The Village need not receive written or verbal approval from the Owner prior to conducting routine operation or maintenance and all Time and Material Expenses shall be paid to Village by Owner for all such operation and maintenance.

8. Owner shall, at all times, provide and allow the Village, its employees, agents, contractors and consultants with reasonable access to the Private Hydrants for purposes of conducting routine operation and maintenance.

9. Owner and Village agree that Private Hydrants do not include the laterals/services running from the Private Water Main to serve buildings and other applications.

10. Owner agrees to provide to Village for review and approval all plans and specifications for any modifications and new connections to the water mains. Plans and specifications shall meet all requirements of the Village of Hartland.

11. The term of this Agreement shall be one (1) year from the date of execution. This Agreement shall automatically renew for additional one (1)-year terms unless either Owner or Village provide written notice to the other at least thirty (30) days prior to the expiration of an initial or renewal term to the following individuals:

For the Village:

Village of Hartland
Attn: Village Clerk
210 Cottonwood Avenue
Hartland, WI 53029

For the Owner:

3LP Hartland Senior LLC
c/o Three Leaf Partners LLC
504 W. Juneau Avenue
Milwaukee, WI 53203
Attn: Matthew Burow and John Ford

12. Owner shall indemnify and hold harmless the Village, its officers, employees, agents, contractors and consultants from all loss (including expenses, damages and legal fees) arising out of or associated with the performance of the Agreement, except to the extent that said loss directly results from negligence or intentional wrongful acts of the Village, its officials, employees, agents, contractors and/or consultants in the performance of this Agreement.

13. Owner acknowledges that Village will not maintain insurance covering the loss of or damage to the Private Hydrants or any consequential damages arising from said loss or damage. Owner shall maintain such levels of insurance as it deems appropriate to protect its own interests.

[Signature Page Follows]

Dated this ____ day of _____, 2024.

VILLAGE:
VILLAGE OF HARTLAND

OWNER:
3LP HARTLAND SENIOR LLC

By: _____
Name: _____
Title: _____

By: _____
Matthew M. Burow, Manager

ATTEST:

Name: _____

EXHIBIT A