

LEAD SERVICE LINE REPLACEMENT REIMBURSEMENT AGREEMENT

THIS LEAD SERVICE LINE REPLACEMENT PAYMENT AGREEMENT (“*Agreement*”) is dated as of this ____ day of _____, 2026 (“*Effective Date*”), by and between the VILLAGE OF DEERFIELD, an Illinois home rule municipal corporation (the “*Village*”), and _____ (“*Owner*”).

IN CONSIDERATION OF the mutual covenants and agreements set forth herein and pursuant to the Village's home rule powers, the parties hereto agree as follows:

1. RECITALS.

A. The Owner is the owner of that certain property located at _____, Deerfield, Illinois (“*Property*”).

B. The Village provides the Property water service through a lead service line owned by the Owner.

C. The Owner desires to replace the lead service line that serves the Property with a non-lead line and restore any disturbed public property (collectively “*Replacement Work*”), and the Village desires to assist the Owner in completing the Replacement Work as set forth in the Agreement to satisfy the deadlines set forth in the Lead Service Line Replacement and Notification Act, 415 ILCS 5/17.2.

2. INCORPORATION OF RECITALS. The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth hereinafter.

3. REIMBURSEMENT OF COSTS. Upon completion of the Replacement Work, the Owner must submit to the Village proof of payment in the form attached as **Attachment 1**. Provided that (i) the submittal is complete, (ii) the submittal is received by the Village within 30 days of the completion of the Replacement Work, and (iii) the Replacement Work was performed in accordance with this Agreement and all applicable laws and regulations, the Village will reimburse the Owner for the Replacement Work in accordance with the following:

- a. If the Replacement Work constituted a replacement of only a portion of the water service line from the B-Box to the residence, the Village will reimburse the Owner for 50 percent of the amount paid by the Owner to a contractor for the Replacement Work, provided that the maximum amount of the reimbursement will be \$2,500.00.
- b. If the Replacement Work constituted a replacement of the entire water service line from the B-Box to the residence, the Village will reimburse the Owner for 50 percent of the amount paid by the Owner to a contractor for the Replacement Work, provided that the maximum amount of the reimbursement will be \$6,000.00.

4. INELGIBILITY.

- a. Notwithstanding anything to the contrary contained in this Agreement, the Owner is not eligible for any reimbursements from the Village for Replacement Work pursuant to Section 3 of this Agreement if the Replacement Work is required to be performed pursuant to the Illinois Plumbing Code, the Village Code, or any other applicable State or federal law or regulation, or pursuant to a requirement imposed by a regulatory agency, such as the Illinois Environmental Protection Agency or Illinois Department of Public Health.
- b. In the event that the Owner performs any work on the Property within 12 months of receiving a reimbursement pursuant to Section 3 of this Agreement that would have otherwise required a water service replacement under federal, State, or local law or regulation, the Owner must repay to the Village the full amount of any reimbursements received from the Village pursuant to Section 3 of this Agreement.

5. **COMPLIANCE WITH LAW.** The Owner shall take all actions that may be necessary to ensure that the Replacement Work is provided, performed, and completed in accordance with all required all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("**Prevailing Wage Act**"). This Agreement calls for the construction of a "public work," within the meaning of the Prevailing Wage Act. The Owner agrees to require the Owner's contractor to pay its laborers, workers, and mechanics performing the Replacement Work no less than the current prevailing rate of wages as required by the Prevailing Wage Act. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to all Replacement Work. The Owner agrees to require its contractor and any subcontractors rendering performing the Replacement Work to comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

6. **HOLD HARMLESS.** The Owner agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Replacement Work and this Agreement.

7. **WAIVER OF LIABILITY.** THE OWNER AGREES THAT IT WILL NOT SEEK, AND DOES NOT HAVE THE RIGHT TO SEEK, RECOVERY OF A JUDGMENT FOR MONETARY DAMAGES AGAINST THE VILLAGE OR ANY VILLAGE ELECTED OR APPOINTED OFFICIALS, AGENTS, REPRESENTATIVES, ATTORNEYS OR EMPLOYEES ARISING OUT OF, CONNECTED WITH OR IN ANY WAY RELATED TO THE REPLACEMENT WORK. THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK SHALL NOT APPLY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

8. **GENERAL TERMS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

D. **Severability.** It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

E. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or Owner.

F. **No Construction Against Drafter.** The parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the parties. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

VILLAGE OF DEERFIELD, an Illinois
home rule municipal corporation

OWNER

By: _____

Its: _____