



# **CITY OF HERMANTOWN**

## **UTILITIES COMMISSION**

### **APPLICATION FOR NEW SEWER SERVICE**

#### **1.) Applicant / Owner(s)**

- **Name(s):**
- **Service Address:**
- **Billing Address:**
- **Telephone Number:**
- **Legal Description and/or Parcel Number of Property:**

#### **2.) Excavating Contractor**

- **Name:**
- **Address:**
- **Telephone Number:**

#### **3.) Application for New Service**

Applicant does hereby make application for a permit to excavate in the street, road, alley, or other public right of way or easement at the following address for the purpose of making a connection to the City sewer main at said address.

- **Address:**

Applicant does hereby further make application for a permit to:

- **Discharge domestic strength wastewater into the City sewer (Residential):**
- **Discharge non-domestic strength wastewater into the City sewer (Commercial or Industrial):**
- **Discharge stormwater and other unpolluted drainage to storm sewers (Stormwater):**

#### **4.) Representations, Covenants and Agreements of Applicant for New Service**

Applicant, in consideration of the issuance of the permit to discharge as described above and the permit to excavate do(es) hereby agree(s) as follows:

1. To perform faithfully and with due care and skill the work of excavating and making the connection to the public sewer and the installation of a building sewer, including all pumps and appliances associated therewith that are compatible with the public sewer, and in accordance with all applicable codes, standards and regulations.
2. Owner agrees that no other person or property, other than Owner shall be serviced by the building sewer serving Owner's property without the prior written consent of the City. No additional hookups whatsoever shall be allowed to be

made to the building sewer serving Owner's property without the prior written consent of the City.

3. To pay all costs and expenses incident to the installation of a building sewer, including all pumps and appliances necessary to for the proper functioning of the building sewer so that it is compatible with the public sewer.
4. To indemnify and hold the City of Hermantown harmless from any loss or damage that may be directly or indirectly occasioned by the installation of the building sewer.
5. To comply with the requirements of the applicable ordinances, standards and regulations of the City of Hermantown and other governmental bodies with respect to the construction, installation, connection and use of the building sewer and public sewer.
6. To notify the City Superintendent when the building sewer is ready for inspection and connection to the public sewer and allow the City Superintendent to inspect and approve such installation, including the installation within the building to be served by such building sewer, and the installation of any pump or other appliance, before a connection is made to the public sewer. Owner agrees that if an E-1 System is part of a building sewer that the E-1 System shall be installed by a Certified E-1 contractor and maintained in accordance with all applicable building, plumbing and other codes and regulations and in accordance with the policies, requirements, and procedures of the City. Upon the installation of an E-1 System provided by the City as part of a City sewer improvement project in a building sewer, the Owner of the property shall become the owner of such E-1 System. If the installation passes the City's inspection, Owner will be provided with warranty information with respect to an E-1 System that is provided to Owner as part of a City sewer improvement project.
7. To pay to the City of Hermantown with this Application a Permit Fee and/or Stool Fee in the amount of \$\_\_\_\_\_.
  - a. To pay to the City of Hermantown for the purpose of paying for the construction, reconstruction, repair, enlargement, improvement, maintenance and operation of the entire sewer system of the City of Hermantown a connection charge of \$\_\_\_\_\_ in cash .
  - b. To pay a Sewer Availability Charge (SAC) in the amount of \$\_\_\_\_\_ in cash, proportionate share of the cost of construction of such sewer line adjacent to Owner's property, or in accordance with the terms of Resolution No.\_\_\_\_\_ with the real estate taxes on such property.
    - Cash:
    - Standard Sewer Service Agreement:

- In accordance with Resolution No. \_\_\_\_\_

c. WLSSD Capacity Availability Fee (CAF) in the amount of \$\_\_\_\_\_.  
(Payable to WLSSD but is required by Western Lake Superior Sanitary District to be collected by the City of Hermantown).

8. To pay any assessment levied or to be levied against the Property described herein for any benefits received by such property as the result of the construction of the public sewer adjacent to such property, or if no such levy has been made or will be made, to pay such amount as may be determined by application of the then policy of the City of Hermantown for front foot service charges in cash or under a standard City of Hermantown Sewer Service Agreement.

9. The connection charge agreed to be paid hereunder is in addition to any assessment levied or to be levied against such property or in addition to any SAC reserved against the property as such connection charge does not pay for any of the benefits that such property receives from the construction of the sewer main adjacent to such property, but rather is to pay for the costs incurred by the City in connection with the entire sewer system of the City of Hermantown.

10. To obtain and submit with this Application any permit required for excavation in a County or State Minnesota right of way from the St. Louis County Highway Department or the Minnesota Highway Department.

11. To verify the location of any other utilities in the area of excavation and to notify the owners of such utilities before starting any excavation.

12. To maintain the building sewer, including all pumps and other appliances utilized in connection therewith, from my (our) property to the public sewer including the connection, in good condition and in accordance with all applicable codes, rules and the City Code at all times at my expense. Owner acknowledges that if Owner fails to repair the building sewer, including all pumps and appliances necessary for the proper functioning of the building sewer, the City may take whatever actions are necessary to cause Owner to repair the building sewer, including without limitation, that the City may discontinue Owner's access to the City sewer main.

13. To pay, when due, all charges made by the City for sewer service provided to the property described herein. In this regard, Applicant understands and agrees that should a delinquency occur in the payment of any amount owed to the City for sewer service, that the City may discontinue providing water service to applicant, certify the delinquent amount to the County Auditor for collection with real estate taxes due on such property and/or take whatever other actions are allowed by law to collect any such delinquent amount.

14. To accept ownership of and responsibility for the maintenance of any pump or other appliance utilized in connection or installation with the building sewer.

15. All terms used herein shall have the meaning given to them in the Hermantown

City Code unless the context clearly requires otherwise.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Utility Chairman Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*To note: Water and sewer bills will be calculated on the usage shown on your inside meter.*

**Return this completed  
application to:  
City of Hermantown  
Utility Department  
5105 Maple Grove Road  
Hermantown, MN 55811**

#### **Tennesen Warning - Data Practice Advisory**

Some or all of the information that you are asked to provide on the attached application is classified by state law as either private or confidential. Private data is information, which generally cannot be given to the public, but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data. Our purpose and intended use of this information is to consider your application. You are not legally required to provide this information. You may refuse to provide this information. The consequences of supplying or refusing to supply data are that your application may not be considered or it may be denied. Other persons or entities may be authorized by law to receive the information.

