



**UNINCORPORATED ST. CHARLES COUNTY
RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROGRAM APPLICATION**

Address of Request for Repair: _____

(Nearest Cross Street: _____)

The property is: owner occupied tenant occupied vacant

Owner Name: _____

Mailing Address: _____

City/State/Zip: _____

Daytime Phone: _____ Evening Phone: _____

Owner/Tenant E-Mail address: _____

If Tenant Occupied:

Tenant Name: _____ Tenant Phone: _____

Instructions:

1.) Please complete and sign this application, the attached Release Hold Harmless and Temporary Construction Easement Agreement, include the \$300.00 fee, and a copy of your last paid real estate tax bill for the property.

2.) Mail or return these items to:

**City of St. Peters
Utilities Department / Sewer Lateral Program
One St. Peters Centre Blvd
St. Peters, MO 63376**

Is this property included in a real-estate transaction? Yes _____ No _____

Does this property have an in ground irrigation system? Yes _____ No _____

If yes, it is the responsibility of the property owner to have these lines marked before excavation begins. These are private lines and are not located by Missouri One Call. Neither the City of St. Peters, St. Charles County nor the Plumbing Contractor is responsible for these lines if they are not marked prior to commencement of the repair job.

Does this property have a sump pump? Yes _____ No _____

To where does it discharge? _____

Does this property have an exterior stairwell drain? Yes _____ No _____

As owner/owner's agent of the property, I certify that I have the authority to and do consent to the performance of sanitary sewer lateral line repair work on and about the property described in the application and will not interfere with the work to be performed by the Contractor selected by the City of St. Peters and shall reimburse City for all expenses incurred by City on applicant's behalf in the event the applicant withdraws permission to proceed or otherwise interferes with performance of work authorized under this program. Repairs are subject to St. Charles County Ordinances and the City of St. Peters Residential Sanitary Sewer Lateral Repair Program Rules and Regulations.

A. Property owner initials _____

As owner of the property, I certify that neither I, nor anyone on behalf of the owner will make any claim against or seek any relief from the City of St. Peters, and/or St Charles County arising out of or in connection with any work done or any action taken in connection with the Sanitary Sewer Lateral Repair Program.

B. Property owner initials _____

As owner of the property, I also understand and agree that the City of St. Peters, and/or St Charles County, is not responsible for the actions of the Contractor making the sanitary sewer lateral repairs. I also agree to indemnify City of St. Peters and/or St Charles County and hold City of St. Peters and/or St Charles County harmless from any and all claims arising out of the applicant's participation in, work performed by and actions taken in connection with the Residential Sanitary Sewer Lateral Repair Program.

C. Property owner initials _____

As owner of the property, I understand that sanitary sewer lateral line repairs include the repair or replacement of a defective sanitary sewer lateral, including associated digging and the replacement of dirt and seed and straw, of affected areas. The program does not include replacement of landscaping or ornamental structures and will not include replacement of structural facilities. I also understand that the sanitary sewer lateral repair program does not include repair or replacement of sanitary sewer lateral lines damaged as a result of earthquake or any other act of God.

D. Property owner initials _____

As owner of the property, I understand that the Residential Sanitary Sewer Lateral Repair Program does not pay for any repairs under or on the inside of a structure, on irrigation lines or on lines to structures other than the main residence. Some sewer lateral line repairs may require work under, through, or on the inside of the structure. I understand that I, as the homeowner, will be responsible for any costs of those repairs, and will negotiate directly with the Contractor, or another Contractor, for said repairs. Any charges associated with these said interior repairs are my responsibility and will not be covered by the Residential Sanitary Sewer Lateral Repair Program

E. Property owner initials _____

As owner of the property, I certify the sewer account for this property is current as of the date of submitting this application. I understand that if the sewer bill is not current, this application will not be processed and the request for repair will be denied.

F. Property owner initials _____

As owner of the property, I will be responsible for the repair or replacement of the property or items on the property not covered by the City and/or County. If necessary, I, as property owner, will make necessary repairs to the property to bring the property to a condition substantially similar to the condition of the property prior to participation in the program within six months or other time as may be established by the Director. Specifically, as owner I will be responsible for repair/replacement of accessory structures which may include fences and walls.

G. Property owner initials _____

As owner of the property, I will be responsible for all costs to have the City's video contractor remark the lateral due to removal of the flags by the owner(s).

H. Property owner initials _____

As owner of the property, I understand that removal and / or repair / replacement of landscaping is not a covered repair by the Residential Sanitary Sewer Lateral Repair Program and is the responsibility of the homeowner.

I. Property owners initial _____

As owner of the property, I acknowledge that the owner is a third party beneficiary to any contract for residential sanitary sewer lateral repair work.

J. Property owner initials _____

As owner of the property, I accept any and all risks involved with excavating in close proximity to the foundation.

K. Property owner initials _____

As owner of the property, I agree to have the video inspection completed within thirty (30) days or participation within the program will be vacated and deposit returned.

L. Property owner initials _____

Owner Signature : _____

Date: _____

Adjacent Property Owner (if applicable): _____

Date: _____

If the signature is by agent, form must be accompanied by a notarized power of attorney.



RELEASE
AND
TEMPORARY CONSTRUCTION EASEMENT

This Release and Temporary Construction Easement is made and entered into as of the latest date set opposite the signatures below, by _____ (hereinafter referred to as the "Owner") of the property located at _____ (the "Property"), and in favor of the City of St. Peters, Missouri (hereinafter referred to as the "City"), and St. Charles County, Missouri (hereinafter referred to as the "County").

In consideration of the Owner's voluntary participation in the St. Charles County Sewer Lateral Repair Program (the "Program"), the repairs to be made to the Owner's Property under the Program, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees that the City and/or County is not the contractor performing any sanitary sewer lateral repairs to the Property nor the contractor's agent, and that the City/County has made no WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN OR CONDITION, THE MERCHANTABILITY OF THE SANITARY SEWER LATERAL REPAIR OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS OR WORKMANSHIP IN THE SANITARY SEWER LATERAL REPAIR, and that the City/County shall have no obligation to provide monies to make sanitary sewer lateral repairs to the Property except from available Program funds. No oral agreement, guaranty, promise, condition, representation or warranty, nor any oral modification hereof shall be binding on the parties hereto. All prior conversations, agreements or representations related to the Program or to the sanitary sewer lateral repairs to be made are integrated herein, and Owner hereby releases, and agrees to indemnify, defend and hold harmless the City of St. Peters, St. Charles County, its officials and employees, from and of any and all loss, damage, liability, claims, demands, causes of actions, suits, legal or administrative proceedings, penalties, fines, costs or expenses of whatsoever kind or character (including reasonable attorneys' fees and expenses), arising out of or related in any manner to the Owner's participation in the Program, including injuries or death to persons or damage to property directly or indirectly arising or growing out of the sanitary sewer lateral repairs to the Property.

Owner hereby grants City/County and its contractor making the sanitary sewer lateral repairs a Temporary Construction Easement on, over and under the Property for the purpose of surveying, staking and otherwise using such Property in order for the contractor to repair or replace the sanitary sewer lateral on the Property from the exterior wall of the residence located thereon to the adjacent sanitary sewer main.

The Temporary Construction Easement granted hereby shall cease and terminate upon the completion of the sanitary sewer lateral repair or replacement on the Property.

Disclaimer. OWNER ACKNOWLEDGES AND AGREES THAT ALL MATERIALS AND WORKMANSHIP PROVIDED BY CONTRACTOR UNDER THIS PROGRAM ARE PROVIDED ON AN "AS IS" BASIS, AND BY OWNER'S SIGNATURE HERETO, ACKNOWLEDGES THAT CITY/COUNTY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. OWNER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL CITY/COUNTY BE LIABLE TO THE OWNER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF CITY/COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS INSTRUMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

I (We), the Owner, have read this instrument and understand all of its items. I (We) execute it voluntarily and with full knowledge of its significance on the day and year set forth opposite our signatures below.

OWNER

DATE

OWNER

DATE

CITY/COUNTY'S ACCEPTANCE

The release and agreements contained in and conveyance by Owner in favor of the City of St. Peters, Missouri and St. Charles County, Missouri as set forth in the Release and Temporary Construction Easement to which this Acceptance is appended, for the Property described therein, is hereby accepted by the City of St. Peters, Missouri pursuant to Section 49.292.2 RSMo., as amended, on this ____ day of _____, 20____.

CITY OF ST. PETERS, MISSOURI

By: _____

Bill Malach, WES Group Manager