



RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROGRAM APPLICATION

Property Owner _____ Date _____

Address of Property _____

Address of Property Owner if different than above _____

Daytime Phone (____) _____ Evening Phone (____) _____

Cell Phone (____) _____ Cell Phone (____) _____

E-mail _____

Description of problem with sewer lateral _____

INSTRUCTIONS:

1. Complete this form and the attached Release Hold Harmless Agreement.
2. Attach a copy of the most recently paid bill for sewer cabling.
3. Attach a copy of the paid real estate tax bill for the property for the prior calendar year. If you do not have a copy you may call **St. Charles County Collector of Revenue at 636-949-7470 201 North Second Street room 134 St. Charles, MO 63301** and request a duplicate copy.
4. Submit application fee of \$300 in cash or by check payable to the City of O'Fallon.
5. Mail or return to:

**City of O'Fallon
Utilities Department/Sewer Lateral Program
410 E Elm St
O'Fallon MO 63366**

The undersigned acknowledges that this request for reimbursement from the Sewer Lateral Repair Program is made voluntarily.

The undersigned further agrees to comply with all Program conditions, including, but not limited to, compliance with all applicable federal, state, county, and/or city requirements.

The undersigned further represents and warrants that the information that has been given is true and complete.

I have been fully informed by the City of O'Fallon, and employees and I/we have read, and fully understand, the City of O'Fallon Residential Sanitary Sewer Lateral Repair Policy and Procedures.

Owner: _____ Date _____

Owner: _____ Date _____



RELEASE AND HOLD HARMLESS AGREEMENT

This release and hold harmless agreement is made and entered into this _____ day of

_____, 20____, by and between:

(hereinafter referred to as "Owner")

owner(s) of the property located at:

and the City of O'Fallon, Missouri *(hereinafter referred to as the "City")*.

In consideration of Owner's request for reimbursement from the City's Sewer Lateral Repair Program, Owner does hereby release, protect, indemnify, and hold harmless the City and its employee's from any loss, damage, liability, or expense for all injuries, including death to persons or damage to property, directly or indirectly arising or growing out of the any actions taken by the City of O'Fallon or its officers or employees or the City's Sanitary Sewer Lateral investigation and/or repair Contractor, and agrees to indemnify and hold harmless the City, its employees, and officers from all claims (including attorney fees), damages or causes of action caused by or arising in any manner from the Owner's participation in the City's Sewer Lateral Repair Program or from any transactions, agreements or contracts between Owner and any contractors involved in work related to the Sewer Lateral Repair Program.

In addition, Owner agrees to grant temporary construction access to allow investigation and repair contractor to complete the necessary sanitary sewer lateral repairs.

I, the Owner, have read this release and understand all its items. I execute it voluntarily and with full knowledge of its significance.

OWNER

DATE

OWNER

DATE



CITY OF O'FALLON, MISSOURI
SEWER LATERAL REPAIR
PROGRAM & POLICY

- 1) Owner(s) will execute all paperwork and contracts and facilitate all required work as necessary to expeditiously complete the program. In the event the Owner(s) abandons or fails to finish the Sewer lateral repair within (180) one hundred eighty days from the date below, then the position within the program shall be vacated and be moved to the end of those applied for and monies allocated.
- 2) Owner(s) agree to be jointly and severally liable for the full amount of all cost over and above the maximum \$7,500.00 reimbursement from the City. **The Owner(s) will be responsible for all costs to have the City's video contractor re-mark the lateral due to lack of action or removal of flags or other markings from the Owner(s)' property.**
- 3) Owner(s) will permit City or the City's contractor to conduct a full inspection of the Owner's property.
- 4) Owner(s) will have to obtain a minimum of three (3) bids on forms provided by the City of O'Fallon.
- 5) It is also understood that any contractor hired will, before beginning any work, possess or acquire appropriate licenses from the City of O'Fallon, and St. Charles County.
- 6) It is further understood and agreed that disbursements from the Sewer Lateral Repair Program will be by check payable to owner and/or jointly to the appropriate contractor who has completed qualifying sewer lateral repair work in accordance with a contract approved by the City and for work performed and inspected by the building inspector.
- 7) Repairs and payment therefore will be limited to items set forth in the Sewer Lateral Repair Contract or as otherwise approved by the City in writing.
- 8) Owner(s) acknowledges that he/she has been informed of their rights to have any qualified contractor of their choice bid on the repair work to be performed on Owner(s)' property.
- 9) All invoices must be original, itemized or in contract form, and must include the contractor's federal identification number or social security number.

Finally, it is understood and agreed that the City of O'Fallon or its agent will maintain a continuing record of all disbursements for the repairs, and will provide the Owner with a summary Statement of Disposition of Funds at the time the repair work is completed and all funds expended.

I/We, the Owner(s), have read this Sewer Lateral Repair Program & Policy and understand all its items. I/We execute it voluntarily and with full knowledge of its significance on the ____ day of _____, 20____.

Signature of OWNER

Signature of OWNER

Please print signature of OWNER

Please print Signature of OWNER