

TOWN OF FAYAL
SEWER CUSTOMER SERVICE APPLICATION & AGREEMENT

Customer(s) Name

Service Address

Mailing Address (if different)

Supplier:

Town of Fayal
Fayal Public Utilities
4375 Shady Lane
Eveleth, MN 55734

1. Customer agrees to connect to the public sewer and agrees to pay a sewer access charge exclusively to the Town of Fayal and the Town of Fayal agrees to sell and deliver to the customer, sewer service for residential and commercial use to customers premises located in an area where public sanitary sewer is available, in accordance with the rates, rules and regulations applicable to such service, legally established and on file with the Town of Fayal, the Fayal Water Company (FWC) and the Fayal Public Utilities Commission (PUC), and customer shall pay for such service at the rates and charges set forth in the Fayal Sewer Service Charge System Ordinance #98-2, as is amended from time to time.
2. Delivery of sewer hereunder by the Town of Fayal shall be at the point of connection where pipes owned, leased, or under license by the Town of Fayal. Customer's responsibility will commence at the point after the connection to the main line and the subsequent service line to the dwelling. Sewer service may be regulated and /or metered by Fayal at such location on customer's side of point of delivery as directed by the Town of Fayal.
3. No person shall disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Town. A permit application fee shall be paid by the customer at the time the application is filed. Additional costs incurred in the review of an application will be borne by the customer. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. All aspects of the installation of the sewer shall conform to the requirements of the Plumbing Code or other applicable rules and regulations of the Town. The applicant shall notify the Town when the building sewer is ready for final inspection and connection to the public sewer.
4. No person shall discharge any storm water, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters or make or have any connection of roof down spouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater, either directly or indirectly, to a building or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

5. No person shall discharge in any public sewer any liquids, solids or gases which may cause fire or explosion, may injure or interfere with any sewage treatment process, have a ph lower than 5.5 or higher than 9.0 or are solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or interfere with the proper operation of the sewage works.

6. No person shall discharge any water or waste containing fats, wax, grease, oils which may solidify, or any garbage that has not been properly shredded, and waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions, iron, chromium, copper, zinc, nickel, lead, cadmium, mercury, cyanide, PCB=s, or wastes containing phenols or other taste or odor producing substances or other hazardous wastes. In other words, treat the public system as you would your private system.

7. Customer grants to the Town of Fayal the permanent right and easement to install, operate, maintain, replace and remove such portion of the sewer line and or appurtenances as may be located on the property of customer and customer agrees to execute such documents, if any, as Fayal may deem necessary to make such grant effective of record.

8. Customer agrees that duly authorized employees of the Town bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection of installation and compliance with applicable regulations, or maintenance. Customer will be given proper notice upon reasonable times, except in emergencies. While performing the necessary work on private properties, the owner shall be held harmless for injury or death to the Town employees, except as such may be caused by negligence or failure of the owner to maintain safe conditions. All entry and subsequent work, if any, on said property shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

9. This agreement shall at all times be subject to such changes or modifications by the Town of Fayal, and the FWC, and The Fayal PUC as each may direct in the exercise of their jurisdiction.

10. Customer may not assign this agreement. A new agreement must be made in the event of a change in ownership of property, or in tenancy.

Customer/Owner

Date

Customer/Owner

Date

Town of Fayal Representative