

City and Borough of Sitka
Public Works Department
Utility Service Connection/Driveway Access Application

Street Address to be Served: _____

Previously Served? ☐ Yes, to property line ☐ Yes, other location ☐ No

Owner's Name: _____ Contractor: _____

Owner's Phone: _____ Contractor's Phone: _____

AK Contractor's License # _____

Owner's Mailing Address: _____

☐ Sewer (Connection Charge of **\$805 + tax**)

Size: _____ Material: _____ Requested Installation Date: _____

☐ Water (Connection Charge of **\$805 + tax**)

Size: _____ Material: _____ Requested Installation Date: _____

☐ Driveway Culvert

Size: _____ Material: _____ Requested Installation Date: _____

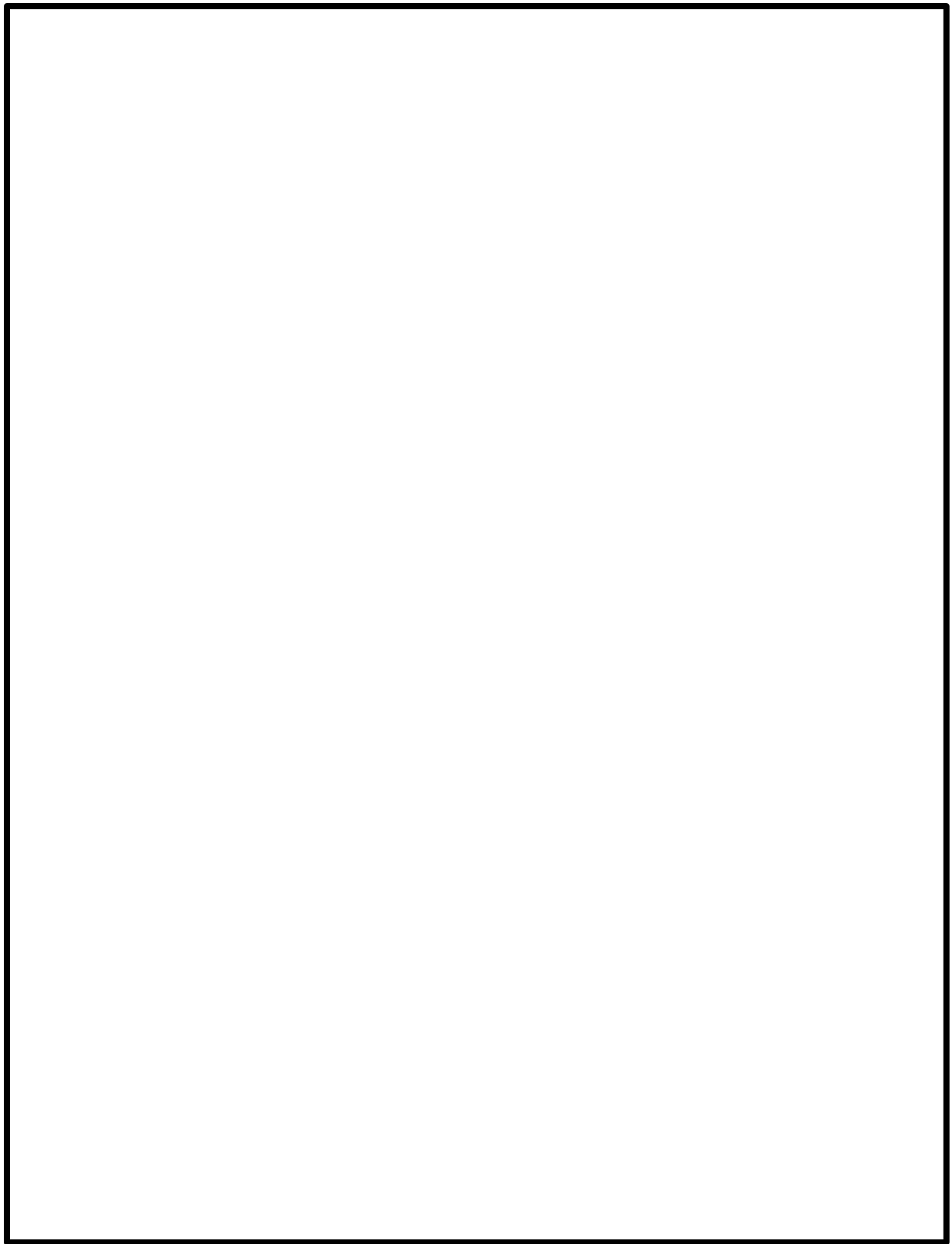
☐ Other (Private Water/Sewer main(s), private sewage disposal system, etc.) - Please describe:

Size: _____ Material: _____ Requested Installation Date: _____

☐ Drawing is Attached ☐ See Sketch on Reverse Side

Applicant Name Printed: _____

Signature of Applicant: _____ Date: _____



SKETCH

CITY AND BOROUGH OF SITKA

PERMIT AGREEMENT

This Agreement ("Agreement") is entered into between the Permit Applicant ("Applicant") and the City and Borough of Sitka ("City") on this _____ day of _____, 20____.

WHEREAS, Applicant intends to undertake certain permitted work within the City or State right-of-way;

WHEREAS, the City is responsible for issuing the following permits: Demolition, Grading, Foundation, Building, Driveway Access, DOT Utility Connection, CBS Utility Connection, and any other applicable permits and ensure compliance with applicable regulations, codes, and specifications;

WHEREAS, the Applicant acknowledges that the City has no control over the quality of workmanship or materials used by Applicant or its agents, contractors, or subcontractors;

WHEREAS, Applicant acknowledges that the City is not an insurer of the work being conducted under the issued permit;

WHEREAS, Applicant acknowledges that this permit does not analyze or consider the geotechnical suitability of the address of work as it relates to landslide risk or other risks related to natural disasters such as floods;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- a) Owner Certification: Applicant certifies that they are the owner of the property where work will be performed and shall be responsible for any damages caused within the public right-of-way and any associated repair, fees, fines or damage cost as a result of this work.
- b) Applicant's Responsibility: Applicant shall be solely responsible for the quality and workmanship of the permitted work, as well as any materials used by Applicant or its agents, contractors, or subcontractors.
- c) Assumption of Liability: Applicant agrees to assume all liability and hold the City harmless from any and all claims, damages, liabilities, costs, or expenses arising out of or related to any failures, defects, or damages associated with the permitted work, including, but not limited to, personal injuries, property damage, or economic loss.
- d) Indemnification: Applicant agrees to indemnify, defend, and hold the City, its officials, employees, and agents harmless from any and all claims, demands, actions, suits, or proceedings, as well as costs and expenses (including attorney's fees), arising from or in connection with any failures, defects, or damages associated with the permitted work.
- e) Compliance with Regulations: Applicant shall comply with all applicable laws, regulations, codes, and standards governing the permitted work.
- f) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska without regard to its conflict of laws principles.

- g) Natural Hazards: The applicant understands that this permit does not analyze or consider the geotechnical suitability of this site as it relates to landslide risk or other natural disasters such as floods. It is the applicant's responsibility to be aware of such hazards that are prevalent in this region at the base of hillsides and/or in lowlands near the shoreline. There are several studies and risk maps available online that identify such risks. Approval of any permit by CBS does not constitute a determination that this site is safe or not susceptible to extreme hazards from such natural events. Approval also does not influence the outcome of other permits which may consider these risks.
- h) Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, whether oral or written.
- i) Applicant accepts that the City may seek payment for the cost of any repairs, fines, damages, or work performed by the City necessary to take corrective action. If the Applicant fails to compensate the City for such costs the City may discontinue utility services until the damage are cured. Applicant rights to notice for utility shutoff under these conditions and agree that money owed under this permit may be administered under Sitka General Code as follows:
 - a. Water System 15.10.360 Discontinuance of service by the CBS:
The municipality may refuse to connect or may discontinue service for violation of any of its service policies, or for customer's failure to pay charges for service when due, or for violation of rate schedules or contract provisions, or for theft or illegal diversion of water. The discontinuance of service for any of these causes does not release the customer from an obligation to pay for services received or charges specified.
 - b. Sewer System 15.05.280 Discontinuance of service by the CBS:
The CBS may refuse to connect or may discontinue service for violation of any provisions of the chapter, or for failure to pay charges for service when due, or for violation of rate schedules or contract provisions. The discontinuance of service for any of these causes does not release the customer from an obligation to pay for services received or charges specified in any existing contract.

Address of Work: _____

Owner's Signature: _____

Owner's Printed Name: _____