

# City of Elma

Building/Community Development  
P.O. Box 3005 - 202 W. Main Street  
Elma, Washington 98541  
(360) 482-4482, 482-2212 - Fax # (360) 482-4960

## APPLICATION FOR PERMIT CONNECT CITY UTILITY SYSTEM

Number: \_\_\_\_\_

Type of Service:  Water  Sewer Inside City:  Outside City:

Applicant's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_ Owner's Address: \_\_\_\_\_

Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

Parcel Number: \_\_\_\_\_

Purpose of Service:  Residential  Commercial  Industrial  Other

Number of Residential Units to be served: \_\_\_\_\_ Size of Service Requested: \_\_\_\_\_

Type of Commercial Use: \_\_\_\_\_

**ALL NEW SEWER LINES CONNECTED TO CITY SEWER SYSTEM MUST BE AIR  
TESTED AND INSPECTED BY THE CITY SEWER SUPERINTENDENT**  
Attach a map of the property that clearly shows the location of the property subject of application

General Route and Location of Service Line: \_\_\_\_\_

Type of Pipe to be used: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_

Type of Joint: \_\_\_\_\_

I, \_\_\_\_\_, HEREBY AGREE to indemnify and hold harmless the City of Elma from all suits, claims, accidents and damages occasioned by opening in the streets, alleys, sidewalks, or public places by me or those in my employ for making any connection with any public or private sewer, or for any other purpose and objects whatsoever, and that I will replace and restore the streets, alleys, sidewalks and public places over such openings to the satisfaction of the City officials.

\_\_\_\_\_  
Homeowner

The undersigned applicants agree that, if the request for utility service is granted, the following terms and conditions shall govern the relationship between the City of Elma and the Applicants, their heirs, successors, and assigns:

A. The Applicants and their heirs, successors, and assigns, shall comply fully with all Ordinances and Resolutions of the City, both existing and hereafter adopted or amended, pertaining to the City's utility systems.

B. To pay any and all rates and charges before delinquency as the same may be fixed from time-to-time.

C. Until and unless specifically otherwise authorized by the City in writing, to utilize the utility services only for the provision of service to a single family residence with appurtenant uses.

D. In the event the City, in its sole discretion, furnishes utility service to the land described above, if currently outside of the Elma city limits, then in consideration and as a condition of such furnishing of utility service, the undersigned, and each of them for himself, herself, or themselves, and for their successors-in-interest, commit and covenant to the City and to the present and future owners of any property affected by the furnishing of City utility services to which this covenant relates, that they shall:

1) Pay such connection fees and capacity charges as may be required by the City as of the date that the connection is made.

2) Whenever so requested, sign any letter, notice, petition, or other instrument initiating, furthering, or accomplishing the annexation of the land described herein to the City. They recognize that such annexation would normally involve the assumption by the area to be annexed of its pro rata portion of any existing indebtedness, the application to the area to be annexed of the City's comprehensive plan and land use controls, and such other conditions as the City may from time-to-time lawfully impose.

a. The Applicants further agree that this covenant shall be binding upon the Applicants, their heirs, successors, and assigns, and shall run with the land.

b. The Applicants further agree that, in the event upon request, they or their heirs, successors, or assigns, fail to execute the Petition for Annexation which may be requested by the City, then this Application for utility service may be attached to such petition by and as the equivalent of the Applicants' signature in support of such Petition for Annexation.

c. The Applicants further understand and agree that, in the event there is non-compliance with the provisions of this covenant by the Applicants, their heirs, successors, or assigns, or as a result of an order of any court having jurisdiction in such matter at the time that such Petition for Annexation is submitted to the City Council or at any time prior to the completion of the annexation, then in the sole discretion of the City, utility service then being provided by the City shall be subject to termination by the City in recognition that, but for the covenant contained within this paragraph, the City would not have provided or be providing the utility service anticipated upon approval of this agreement.

d. The Applicants acknowledge that the City has given the Applicants notification of its intent at a time in the future to consider annexation of the subject property.

