



April 17, 2024

Street Address
Oregon City, OR 97045

Re: Sewer Rehabilitation Project in Your Neighborhood
Oregon City Infiltration & Inflow (I&I) Rehabilitation Program

Dear Name,

The City has identified an issue with rainwater entering the public sewer through groundwater infiltration or improper connections of roof drains and catch basins into the sanitary sewer system. The additional groundwater threatens to potentially overwhelm City sewer lines and cause sewer backups and system failures. The City is undertaking a program to rehabilitate the sewer system in your neighborhood. **We plan to hire a contractor to complete the mainline sewer rehabilitation work in your project area starting summer 2025.**

As part of this program, the City hopes to include the repair or replacement of deteriorated private lateral pipes, which connect homes like yours to the mainline. Usually, property owners are responsible for the repair of these laterals — but for this program, the City will pay.

BENEFITS TO YOU

- The City will save you money by paying for your private lateral repair or replacement if we find you need it. Otherwise, inspection would cost you about \$100 and repair or replacement might cost thousands.
- Laterals in good condition help keep rainwater and groundwater out of the wastewater treatment plant. This saves the City money and reduces your monthly bill.
- Laterals in good condition also mean fewer sewer backups into homes, streets, and streams.

WHAT THE CITY IS PAYING FOR

- **Private lateral repair or replacement:** Oregon City and Clackamas County's Water Environment Services (who provides treatment for our sanitary sewer), have worked together to cover these costs in areas of town that see the most inflow and infiltration.
- **Nonconforming laterals:** We'll pay to have nonconforming "party line" laterals separated so each property has its own connection to the mainline. For more information visit <https://www.orcity.org/publicworks/oregon-city-lateral-program>.
- **Improper roof drains:** We'll pay to disconnect improper roof drains from the sewer system, install a splash block (a rectangular piece of plastic or concrete that goes under the end of the downspout), and cap the ground connection. If required, we'll also pay for a stormwater lateral.

Continued on back

GETTING PERMISSION

We need your permission to repair or replace your lateral if the inspection shows it is required and to mark the location of the lateral on your property. To do the inspection, our contractor will insert a small camera into the pipe either from the cleanout port close to your home or from the mainline sewer clean out.

If the City discovers that your private lateral needs repair or replacement, they will do it at no cost to you. We won't offer free repair or replacement to homeowners again, so we encourage you to take advantage of it now.

RIGHT OF ENTRY FORM

Enclosed is a **Right of Entry** form that grants the City and its contractor permission to inspect your lateral and repair or replace it, if needed.

The City will make every attempt to minimize disturbance to your property during construction. See the Right of Entry form to learn how the City will restore impacted property during construction.

Please complete the enclosed Right of Entry form and return it via email (kshultz@orcitizen.org) or by mail **before January 15th, 2025**. You may also drop the signed form at the Engineering desk on the second floor of the Oregon City Engineering & Operations Center at 13895 Fir Street, Oregon City. The earlier the form is returned, the more likely the construction firms can accommodate special concerns. You are able to return this form up until construction in your area starts.

If you have tenants on this property, be sure to reach out to them prior to returning the right of entry. Please notify your tenants that City crews will access the property. City staff will notify the tenants of dates and times before crews visit.

We appreciate your prompt response. Please contact me if you have any questions. More information about the lateral replacement program is at <https://www.orcity.org/publicworks/oregon-city-lateral-program>, and you can learn more about the I&I Program at <https://www.orcity.org/publicworks/project/inflow-and-infiltration-abatement-program>.

Sincerely,



Kenneth Cannady-Shultz, MS, PE
Project Engineer
Public Works Engineering

971-204-4622
kshultz@orcitizen.org

SANITARY SEWER INFLOW AND INFILTRATION REDUCTION PROGRAM
RIGHT OF ENTRY AND ACCESS
MCLOUGHLIN 1

The undersigned, being the owner identified below (or the duly authorized representative of the owner identified below) of the real property described below, hereafter referred to as "Owner," hereby grants to the City of Oregon City, its employees, agents and assigns, hereafter referred to as "City," a temporary right of entry and access on and to the property identified as:

Property Owner: Name

Address: Street Address, Oregon City, OR 97045

Tax Map, Tax Lot: Map-Tax Lot

Purpose: This right of entry and access is granted by Owner expressly for the purposes of Investigation and Repair periods as detailed below:

- **Investigation:** The City may inspect the property's sanitary sewer lateral for defects or conditions likely to cause inflow and infiltration (I&I). This inspection shall be performed via closed circuit television (CCTV), smoke testing, dye testing, and include placing paint and/or markers to delineate the alignment of the lateral to the house or building face. All markings will remain until Repair is complete.
- **Repair(s):** The City may repair any laterals found to be defective or in a condition likely to cause I&I, as determined by the City during Investigation. Laterals found to be in good condition shall not be repaired. The Repair method and timeline shall be as prescribed by the City, subject to the Terms and Conditions below.

Terms and Conditions: This right of entry and access is subject to the following terms and conditions:

1. The Repair shall be limited to an area within ten feet of either side of the lateral alignment identified by the City during Investigation and will be considered the Construction Area.
2. Sanitary service for the property shall not be interrupted during Investigation. Sanitary sewer service shall be interrupted during Repair, but only for the period between 7:00 am and 5:00 pm (Interruption Period) during each working day (Monday – Friday). During the Interruption Period, Owner shall not discharge any water of any kind (e.g. dishwasher, sink, toilet, shower, bath, laundry washer) into the lateral.
3. During Investigation, the City will identify any improper connections to the sanitary sewer. If and as a part of Repairs, City will correct any improper connections, with the correction method being at the City's sole discretion. The Construction Area shall be expanded to include any reasonable property areas necessary to remove and/or replace improper connections.
4. During Investigation, the City may place stakes, paint, flags, or other markings on the property without consulting Owner. If the City determines that direct inspection of the lateral or other buried utilities is required (i.e., "potholing") it shall obtain permission from Owner, either in writing or verbally, not less than one day prior to any ground disturbance. If the direct inspection will require the use of mechanical equipment, City shall notify Owner by mail not less than six days prior to any ground disturbance.
5. To the extent the Investigation results in a determination by the City to perform a Repair, the City will apply for and obtain all permits required to perform the Repair at no expense to Owner. By signing this Right of Entry Form, the Owner hereby authorizes and directs the City to sign all applications and other documents required to initiate, permit, and complete the Repair on behalf of the Owner. Conferral of this signatory authority is limited to obtaining permits from

governmental entities, shall expire immediately upon completion of the Repair, and shall not be construed to modify any other Terms and Conditions in this document.

6. The City will replace any fences, concrete walkways, steps, and structural and decorative features damaged during Repair or Investigation. The City will additionally level the ground and replant the lawn (seed) and replace any bark dust disturbed by Repair.
7. Any impact outside the Construction Area caused by the City shall be restored to a condition equal to that which existed prior to Investigation or Repair by the City.
8. Prior to the City's commencement of the Repairs, Owner shall be responsible without compensation from the City for removing, replanting or replacing any trees less than six inches in diameter at breast height (4.5 feet above ground level), as well as bushes and plants within the Construction Area. Any small trees or landscaping not relocated by the Owner may be removed by the City without replacement or reimbursement obligation. City shall not perform any Repair that requires the removal of any Mature Tree (6 inch diameter or greater at 4.5 feet above ground level) without Owner's consent. The City will provide at its cost an arborist to supervise any Repair that may impact a Mature Tree, including impacts to the roots of any Mature Tree with diameter in excess of 2-inches where encountered.
9. The Owner shall not disturb any stakes, paint, flags, or other markings placed by the City during the Investigation or in preparation for the Repair. The Owner shall otherwise reasonably cooperate with the City in connection with the Investigation and Repair.
10. The City will knock at the front door to notify residents the day the Investigation is performed.
11. The City will take photos documenting the condition of the property during the Investigation and after any Repair is complete. The Owner may request copies of these photos. The Owner is encouraged to also document the condition of the property before any Repair is completed.
12. The City shall document both the surface and utility work following completion of the Repair.
13. Prior to Repair, the City shall provide the Owner in writing with a plan showing the proposed Repairs and impacts to Owner's property (Plan). City shall send the Plan to Owner by regular mail (and by email if Owner completes an email address below) not less than ten days prior to commencement of the Repairs. If the property will be impacted as a result of the Repairs in an amount exceeding \$1,000, the City shall provide the plan to the Owner not less than 24 days prior to commencing Repairs. The Owner may reject the City's performance of the Repairs by giving the City written notice not less than two business days prior to the scheduled Repair commencement date.
14. The Owner may request additional time to perform the landscaping relocation set forth in item 8 above, up to a total of twenty-four days, by providing City notice of such request not less than two business days prior to the scheduled Repair commencement date.
15. Failure by Owner to acknowledge receipt of any communication from City regarding potential Repairs or requests to permit potholing shall be construed by City as the Owner denying the request once the notification period has elapsed.
16. The City shall bear all costs associated with the Repair and restoration. The City shall make reasonable efforts to bring improper connections into compliance with all applicable laws and regulations but will leave said connections in place if, in the City's sole discretion, no reasonable Repair can be performed to correct the improper connection. The Owner understands and agrees that the City has no obligation to address any improper connections and may leave them in place with no further action and that the City's decision not to address an improper connection does not affect the connection's status or prevent future regulatory action by the City.
17. The City shall be responsible for the quality of its Repairs for a period of one year from the date of construction. The Owner may report any deficiencies discovered during this period to the City. The remediation of such deficiencies shall be at the sole but reasonable discretion of the City.
18. City shall make reasonable efforts to take into consideration any additional information or special requirements of Owner set forth below (Special Requirements).
19. Owner may terminate this right of entry at any time by providing the City written notice of Owner's termination which termination shall be effective one business day after the City's receipt of the termination notice. Upon receipt of such termination notice, the City will as soon as

reasonably possible cease work, restore any property damage, and functionally restore sewer service. Otherwise, this right of entry shall automatically terminate two years after the date the Owner signs the right of entry as set forth below.

Means of Communication: Unless otherwise noted in the Terms and Conditions, only communication provided from Owner to City using the below methods shall be considered binding upon the City:

- By Email: to Kenneth Cannady-Shultz at kshultz@orcacity.org
- **In Person or by Mail:** to Kenneth Cannady-Shultz at below address:

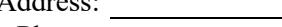
13895 Fir Street
Oregon City, OR 97045

City may designate additional agents or binding methods of communication at its discretion during Investigation or Repair. Communications to other City personnel or through other means may not be effective.

Name
TAXLOT: Map-Tax Lot
I & I PACKAGE: McLoughlin 1

AUTHORIZED BY:

Property Owner _____ Date _____
Email Address: _____
Contact Phone: _____


Dayna Webb, P.E. _____ Date _____
City Public Works Director _____ Date _____

PLEASE KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS

OWNER SPECIAL REQUIREMENTS:

Please add any additional information that may assist the City for and during the Investigation such as cleanout location, locked gates, pets or special notification requirements by completing the below or by attaching an additional page for drawing or sketching to illustrate special areas of concern (Owner Requests). City may also consider as Owner Requests any digital files attached if this form is submitted via email to kshultz@orcitizen.org. City shall use reasonable efforts to comply with Owner Requests.

