



April 9, 2024

Owner Mailing Address
City, State ZIP

Re: Updating your Private Lateral Right of Entry
Oregon City Infiltration & Inflow (I&I) Rehabilitation Program

Dear Owner,

You had previously signed and returned a **Right of Entry** form to allow the City and its contractor to inspect your lateral for defects and make any necessary repairs or replacements, all without any cost to you. The City has started performing assessments and repairs on other properties and has determined that certain updates to the form you signed are necessary based upon our experiences to date.

SUMMARY OF CHANGES

The process for evaluating and repairing/replacing your sewer lateral (as necessary) is being updated to streamline the process and clarify some items that were unclear or vague in the original form. The **Right of Entry and Access Supplement** has several updates, but below is a summary of the major changes:

- The City will apply and pay for any permits required to repair/replace your lateral. To minimize inconvenience to homeowners, the supplement includes authorization for us to fill out and sign any permit application forms that would usually require property owner signature.
- An arborist (tree specialist) will be on site to ensure that any excavation does not damage trees or their major roots. The City will cover this expense.
- Improper connections (i.e., downspouts piped into your sewer lateral, sump pumps, etc.) will not be disconnected (will remain connected to the sanitary sewer) if the City can't come up with a cost-effective solution to fix the problem. *These improper connections are still considered illicit (they violate City code) even if we must actively re-connect them to prevent damage to your property.*
- The City only has to knock on your door to inspect your lateral and place flags/stakes/paint in your yard – you don't need to be present or provide specific permission for the inspection. If we must dig in your yard to directly inspect the outside of your lateral or another utility, we will get your permission at least one day before doing any digging.
- If you do not stay in contact with the City throughout the inspection and repair process, the City will freeze any work on your property until you get back in contact with us. *If too much time passes, the City will assume you no longer wish to participate in the program and your property will be skipped.*

Continued on back

April 9, 2024

Page 2

- Initially, only communication that notes it is from Kenneth Cannady-Shultz will be binding. During construction, he will authorize other people to speak on his behalf. Many people will communicate with you throughout this process, but only communication from Kenneth or other people identified by him in writing is considered official and binding.

RIGHT OF ENTRY AND ACCESS SUPPLEMENT FORM

Enclosed is a **Right of Entry and Access Supplement** form that modifies the original form you submitted. Please complete the enclosed Right of Entry form and return it via email (kshultz@orccity.org) or by mail. 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. You may also request a copy of the Right of Entry form you originally submitted.

If you have tenants on this property, be sure to inform them that the Right of Entry has been modified. Please ensure your tenants are aware of any changes contained in the supplement that might affect them.

If you do not sign and return this supplement before construction, the City will assume you are no longer interested in participating in the Private Lateral Program!

Don't miss out on this opportunity to have your lateral inspected and potentially repaired for free and return this supplement form ASAP!

We appreciate your prompt response. Please contact me if you have any questions.

Sincerely,



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

971-204-4622
kshultz@orccity.org

SANITARY SEWER INFLOW AND INFILTRATION REDUCTION PROGRAM
RIGHT OF ENTRY AND ACCESS SUPPLEMENT
RIVERCREST

The undersigned, being the owner of (or the duly authorized representative of the owner of) the real property described below, hereafter referred to as "Owner," having granted to the City of Oregon City, its employees, agents and assigns, hereafter referred to as "City," a temporary right of entry and access (the "Prior Agreement"), hereby supplements that Right of Entry through this "Right of Entry Supplement," hereafter referred to as "Supplement," on and to the property identified as:

Address: Property Address, Oregon City, OR 97045

Tax Map, Tax Lot: Map ID-Tax Lot ID

Purpose: This Supplement modifies the Prior Agreement only as specifically provided below. All parts of the Prior Agreement, including all attachments and prior amendments, if any, remain fully in force unless specifically modified by this Supplement.

Supplemental Terms and Conditions: This Supplement adds the following terms and conditions to the terms and conditions of the Prior Agreement:

1. Actions that may be performed during Investigation are expanded to include smoke testing and dye testing.
2. Working days are defined as Monday through Friday.
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. 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.
5. 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 more than 2-inches where encountered.
6. The City shall provide the Plan to the Owner in writing.
7. 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.
8. 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

April 9, 2024

Page 4

address an improper connection does not affect the connection's status or prevent future regulatory action by the City.

Means of Communication: This supplement amends the methods the City will use to communicate with the Owner. Only the below methods shall be considered binding upon the City unless otherwise noted in the Terms and Conditions or Supplemental Term and Conditions:

- By Email: to Kenneth Cannady-Shultz at kshultz@orcitizen.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.

AUTHORIZED BY:

Property Owner _____
Email Address: _____
Contact Phone: _____

Date _____


John M. Lewis, P.E.
City Public Works Director

April 9, 2024
Date _____