



CITY OF ALBANY
SEWER SERVICE LATERAL REPLACEMENT PROGRAM

SEWER SERVICE LATERAL REPLACEMENT AGREEMENT

REPLACEMENT # 11-00

THIS AGREEMENT IS MADE BY AND BETWEEN the City of Albany, hereinafter called the City, and [Click [here](#) to type Grantor's Name(s)] hereinafter called the Owner.

Property Address: [Click [here](#)], Albany, OR 97321

SCOPE OF WORK

The City will obtain a contract with a licensed contractor to replace all or a portion of the sanitary sewer service lateral as determined by The City. The sanitary sewer service lateral shall be understood to mean the building sewer, as defined in the *Oregon Plumbing Specialty Code*, Chapter 2, and including that portion of the public sewer service lateral extending from the property line to the point of connection with the public sanitary sewer main.

Any roof drains or other storm drains currently connected to the sanitary sewer service lateral will be disconnected for compliance with *Albany Municipal Code*, Title 10, Chapter 10.01.040(j) and the *Oregon Plumbing Specialty Code*, Chapter 11, Section 1101.1.1.

PURPOSE OF THE REPLACEMENT:

The purpose of this agreement is to reduce inflow and/or infiltration of unpolluted stormwater to the public sanitary sewer system and to protect the public health. The City agrees to replace the sanitary sewer service lateral one time only.

DESCRIPTION OF REPLACEMENT

1. The service lateral replacement will meet design and construction standards established by The City. Approval of the Service Lateral Replacement Application and execution of this Agreement are mandatory prior to The City commencing work.
2. Service lateral replacement is subject to the terms and conditions of the Service Lateral Replacement Application and this Agreement, together with such other conditions as adopted by City Council.

CANCELLATION

Without attempting to enumerate all possibilities, the following provision shall be applicable, when the purposes of the Service Lateral Replacement are no longer capable of being carried out.

At its option, The City, or its designee, reserves the right to cancel and terminate this Agreement by sending written notice of cancellation to the Owner at the mailing address as set forth in the Application. The City may exercise this option if the Owner has failed or refused to meet with the requirements of the Sewer Lateral Replacement Application or this Agreement.

The City's failure to exercise any of its rights hereunder shall not constitute a waiver thereof.

ACCOMPLISHMENT OF WORK

Work shall be performed by a contractor licensed by the Oregon Construction Contractor's Board. Work shall be performed in accordance with the *Oregon Plumbing Specialty Code* and the *City of Albany Standard Construction Specifications*. The City will obtain the required plumbing permits from the City of Albany Building Division.

BASIC PROPERTY RESTORATION

Basic property restoration includes returning the property surface to an even grade. Basic property restoration does not include such items as the reinstallation of fencing; the replacement of decking, concrete, or asphalt; nor replacement of any landscaping flora, i.e., bushes, trees, shrubs, etc. Property restoration beyond the basic property restoration described herein shall be the responsibility of the Owner. Any property restoration performed by the City or its contractor beyond basic property restoration shall be performed at the sole discretion of the City and shall not impose any additional obligations upon the City.

The Owner shall indemnify and hold harmless the City for any conditions of the property resulting from work performed under this agreement. 'Hold harmless' shall include, but is not limited to, damage to landscaping; drainage problems; wet basements; etc.

ACCESS TO PROPERTY

The Owner shall make all provisions necessary to ensure access to the property for the City, its representatives, and the City's contractor. All work shall be subject to inspection by representatives of the City at any time during construction.

WARRANTY

The City will warrant the replaced sewer service lateral for one (1) year from the date of installation and approval of the plumbing permit. All piping and related improvements installed on private property shall become the property of the Owner. The Owner shall be responsible for maintenance and repair of the sewer service lateral.

ASSESSMENT OF COSTS

The City will pay its contractor the contractor's bid price for replacement of the sanitary sewer service lateral. The City will pay fees and associated costs to the City of Albany Building Division for the required plumbing permit. The Owner shall assume responsibility for any other direct and indirect costs related to the sanitary sewer service lateral replacement.

VIOLATION OF REPLACEMENT PROGRAM TERMS

Should suit or action be filed to enforce any term of this Agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, including those incurred on appeal.

TEMPORARY CONSTRUCTION EASEMENT

By my signature below, I, [Click **here** to type Grantor's Name(s)], hereinafter referred to as "Grantor," do hereby grant the **City of Albany**, its employees, agents, and contractors, the right and license to go upon the

real property herein described for the purpose of executing the attached Sewer Service Lateral Replacement Agreement:

Project Name/Number: [Click here]

Property Address: [Click here]

Legal Description:

Subdivision/Block/Lot #: [Click here]

OR

Recorded Deed Reference # [Click here]

Assessor's Map No. [Click here]

Tax Lot(s): [Click here]

Expiration: It is understood and agreed that this temporary construction easement shall terminate on the date that such work has been satisfactorily completed and accepted by the City of Albany.

Grantor hereby represents and warrants that they are the owners of said real property or otherwise have the right to grant this easement and will indemnify and hold harmless the City, its agents, and employees from any claims made by any third party who claims an ownership or possessory interest in the property over which this easement is granted.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned, as of the date above written.

[Click here to type Owner's Name]

[Click here to type Owner's Name]

STATE OF OREGON
County of Linn

STATE OF OREGON
County of Linn

Signed or attested before me this _____ day of _____, 200__ by, _____
[Click here to type Owner's Name].

Signed or attested before me this _____ day of _____, 200__ by, _____
[Click here to type Owner's Name].

Notary Public – State of Oregon

Notary Public – State of Oregon