

**City of Portland  
Environmental Services**

**RDII PROJECT**

**PARTICIPATION AGREEMENT**

This agreement is between \_\_\_\_\_ (“the Owner”), owner of the certain real property located at \_\_\_\_\_ (site address), \_\_\_\_\_ (Property ID) (“the Property”), and the City of Portland (“the City”), acting by and through its Bureau of Environmental Services, and is effective as of the last date of signature below (“the Effective Date”).

**RECITALS**

- A. The City is initiating a Rain-Derived Inflow and Infiltration (“RDII”) Project (“the Project”).
- B. The purpose of Phase I of the Project is to evaluate the condition of the sanitary sewer lateral serving the Property, to assess exterior sources of stormwater or groundwater that could be contributing to Inflow and Infiltration (“I&I”), to correct any deficiencies in the sanitary sewer lateral, and to evaluate the effectiveness of the Project.
- C. As part of the process to evaluate the condition of the sanitary sewer lateral, any stormwater or groundwater connections identified will be left in place. If sufficient I&I reductions are not achieved, a Phase II approach may be necessary, including re-directing any direct groundwater or stormwater connections from the sanitary sewer, including sump pumps, foundation drains, downspouts, or area drains. The City will solicit a separate participation agreement for Phase II at that time.
- D. In exchange for the City’s rehabilitation of the Lateral, as defined below, the City requires an easement over the Lateral.

**TERMS**

The parties agree as follows:

- 1. The City may enter the Property at reasonable times, and at its sole expense, to:
  - a. Take photographs of the pre-construction condition of the Property in areas that may be affected by the work. The City will provide the Owner copies of the photos upon request.
  - b. Mark the location of the building cleanout or determine the location of the sanitary sewer lateral (“the Lateral”) near the building foundation. If exterior access to the Lateral is not possible, the Owner will provide interior access to the Lateral at the lowest elevation possible (such as a basement toilet or existing

cleanout). The City will coordinate access with the Owner at a mutually agreeable time.

- c. Inspect, photograph, and sketch the exterior of the home to determine the location of roof drains (downspouts), area drains, and foundation drains. The City will provide the Owner copies of the photos and sketches upon request.
  - d. Ask the Owner about any existing interior or underground clear water connections to the Lateral, including potential discharge location of sump pumps or foundation drains.
  - e. Install cleanouts per the Oregon Specialty Plumbing Code in order to provide access to the Lateral for inspection or repair. If a cleanout is to be installed, the City will obtain all plumbing permits required by the Bureau of Development Services.
  - f. Inspect and determine the location of the Lateral from the house to the main line using a small television camera. The City will provide the Owner a copy of the video upon request.
  - g. Dye-test (using a non-toxic fluorescent dye), photograph, and sketch exterior downspouts, area drains, and foundation drains to determine their connection to the Lateral. The City will provide the Owner copies of the photos and sketches upon request.
2. If, after video inspection, the City determines the Lateral is in excellent condition, this agreement will terminate and the Property will be removed from the Project.
  3. If, after video inspection, the City determines the Lateral is a Nonconforming Sewer, as defined by Portland City Code § 17.33.020 G, the City will provide the Owner with two options:
    - a. Participate in the Project to bring the Lateral into conformance, including paying or financing the branch charge and/or obtaining a private sewer easement, as applicable, associated with bringing the Lateral into compliance with all applicable regulations at least thirty days prior to the start of construction. The Property will remain in the Project and the City will bring the Lateral into compliance at no further cost to the Owner.
    - b. Withdraw the Property from the Project. This agreement will terminate and the Property will be entered into the City's Nonconforming Sewer Conversion Program, under which the Owner will have a longer time period before being required to bring the Lateral into compliance. At that time, the Owner may be required to pay or finance all private plumbing costs, along with a branch charge, if applicable.
  4. If the Owner participates in the Project as described in Section 3.a above, the City will build a public sewer branch for the Property. The Owner must pay or finance the branch fee in effect at the time of construction before the City will build the branch in this scenario. If the Owner chooses to withdraw the Property from the Project under Section 3.b above, a public sewer branch will nevertheless eventually be built in the right-of-way

up to the property line for the Property's future needs and the City will restore the Property as specified in Section 7 below. The Owner will pay the branch fee, private plumbing costs, and any restoration costs associated with bringing the Lateral into compliance at the time of connection or repair. The City, separate from this Project, will continue to work with the Owner to find acceptable actions to bring the sewer service into compliance with City Code.

5. The City may enter the Property at reasonable times, and at its sole expense, to repair the Lateral to the extent deemed necessary by the City. The repair may include:
  - a. The placement of construction markings on the Property. Construction will be limited to an area within ten feet of either side of the markings ("the Construction Area"). The City will mark the Construction Area at least two weeks prior to construction.
  - b. Documenting the condition of the Property through photographs. The City will provide the Owner copies of photos upon request.
  - c. Full or partial replacement of the Lateral. The location and alignment of the Lateral will be approximately the same as the existing Lateral unless the parties otherwise agree in writing.
  - d. Installation of a backwater valve if required by the Oregon Specialty Plumbing Code to protect against sewer backups at plumbing fixtures located below the elevation of the next upstream manhole. If installation is required, the City will coordinate access to interior plumbing fixtures with the Owner.
  - e. The issuance of permits by the Bureau of Development Services and the placement thereof among the publicly-available records regarding the Property.
6. The City will make every reasonable effort to minimize construction impacts and will endeavor to complete the Lateral repair work within one month from beginning of such work on the Property.
7. The City will provide written notification to the Owner and to the property occupant (if different) a minimum of 48 hours and a maximum of 72 hours prior to excavating or otherwise disturbing the surface of the Property.
8. The City will endeavor to minimize impacts to existing structures and surfaces. The City will restore the Property to a condition as good as or better than the condition that existed before the work began, but only to the following extent:
  - a. The City will replace or repair any fences, concrete walkways, steps, or structural and decorative features damaged by the City or its contractors. The area of repair or replacement will be limited to the area of damage and may have appearance variations due to age or weathering.
  - b. The City will level the surface of the Property and re-seed and/or replace bark dust, as needed.
9. The City will endeavor to minimize impacts to existing landscaping. The Owner will remove, replant, or replace any bushes, or plants within the Construction Area that the

Owner wants to preserve. Any landscaping remaining in the Construction Area at time of construction may be removed by the contractor to implement the repair of the Lateral. The Owner will hold the City harmless for any landscaping remaining in the Construction Area after the construction starts.

10. If any trees will be impacted in the course of construction, the City will obtain any necessary permits for tree removal or modification and will comply with mitigation requirements.
11. The City will warrant the pipe material used and the quality of the work performed under this agreement for a period of two years following the issuance of a Notice of Completion of the rehabilitation of the Lateral by the City. Owner will remain responsible for maintenance of the Lateral (including backwater valves installed by the City) and for repairs outside the scope of the City's warranty. The City will not be responsible for operational problems such as sewer backups if such problems can reasonably be attributed to the use or misuse of the sewer by the Owner or the Owner's invitees or contractors.
12. The City will endeavor to limit each sanitary sewer service interruption to ten hours or less.
13. This agreement shall be in effect for a period of four years from the Effective Date.
14. The Owner waives any claim for monetary compensation in exchange for signing this agreement and for the Owner's participation in the Project.
15. The City will inspect the Lateral from the cleanout to the public sewer line using a small television camera as part of the post-construction inspection. The City will provide the Owner a copy of the video upon request.
16. Following construction, the Owner will participate in surveys regarding participation, financial incentives, communication options, program messaging, engagement frequency, and design/construction impacts.
17. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, the City will indemnify, defend, and hold the Owner harmless for and against any claim arising out of the City's acts or omissions with regard to this agreement to the extent that such claim does not arise out of the Owner's acts or omissions. The Owner will indemnify, defend, and hold the City harmless for and against any claim arising out of the Owner's acts or omissions with regard to this agreement to the extent that such claim does not arise out of the City's acts or omissions.
18. The City or the Owner may terminate this agreement at any time upon thirty days' written notice to the other party, and the Owner will provide the City sufficient time to restore the Property as provided by Paragraph 7 herein.

Please add any additional information that may assist the City during investigation and construction; this may include cleanout location, locked gates, pets or special notification requirements.

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CITY OF PORTLAND

OWNER(S)

By: \_\_\_\_\_  
Director of the Bureau of  
Environmental Services or designee

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy City Attorney

**Return form to:**  
City of Portland Environmental Services  
I&I Pilot Project  
1120 SW 5<sup>th</sup> Ave, Suite 1000  
Portland, OR 97204  
Phone: 503-823-2934  
Cell: 503-823-6313  
Email: Joseph.Annett@PortlandOregon.gov