

Appendix F – Temporary Access & Participation Agreement Form

Temporary Access & Participation Agreement Form- Private Sewer Lateral Repair Program

Property Address: _____

Parcel Number (if known): _____

Owner(s) Name(s): _____

This **Temporary Access & Participation Agreement** (“Agreement”) is made between the **City of Cahokia Heights** (“City”) and the undersigned **Property Owner(s)** (“Owner”) regarding repair, replacement, inspection, and related activities on the Owner’s **private sewer lateral** under the City’s **Private Sewer Lateral Repair Program** (“Program”).

1. PURPOSE OF AGREEMENT

The City is undertaking improvements to its sanitary sewer system to comply with federal and state environmental laws and the Consent Decree. As part of this effort, the City may repair, replace, inspect, modify, or install equipment on private sewer laterals to reduce inflow and infiltration and prevent sewage backups.

Owner grants the City temporary access to the property as necessary to perform Program-approved work, and agrees to accept any equipment installed by the City, subject to the terms and conditions set forth in this Agreement. This document is a legally binding agreement between Owner and the City of Cahokia Heights that sets out the rights and responsibilities of each of these parties in connection with the Program.

2. ACCESS RIGHTS GRANTED

Owner hereby grants the City, its employees, agents, and contractors the right to enter the property for the following purposes (the “Grant of Access”):

1. **Inspection and assessment** of the private sewer lateral.
2. **Excavation**, including digging, trenching, and exposing the lateral as needed.
3. **Repair or replacement** of the private sewer lateral.
4. **Installation of devices or equipment**, including cleanouts, check valves, or other protection devices.
5. **Backfilling, compaction, and site restoration** following completion of work.
6. **Post-repair inspection**, including CCTV or physical evaluation.

7. **Any related activities reasonably required** to complete Program-approved work.
 8. The City will provide reasonable advance notice prior to construction activities. Typical work duration is approximately one (1) to three (3) days depending on site conditions.
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3. SCOPE OF WORK

The City hereby agrees to undertake all activities reasonably necessary to:

- Repair or replace defective private sewer laterals.
- Address inflow and infiltration sources.
- Install or modify equipment designed to prevent sewer backups.
- Bring the private lateral into compliance with City requirements.

As set forth in the scope of work that is attached hereto as Exhibit A.

4. RESTORATION

The City will restore disturbed areas to **reasonable construction standards**, which may include:

- Backfilling and compacting excavated areas
- Reseeding or restoring turf
- Replacement of soil or fill materials
- Restoration of hard surfaces, such as driveways, sidewalks, and patios, except as noted below.

Owner acknowledges:

- Restoration may **not exactly replicate** original landscaping or structural features.
- Restoration of hard surfaces such as driveways, sidewalks, patios, and fencing will be completed to a functional condition but may not match original materials or finishes.
- The City is **not responsible** for specialty landscaping, decorative features, irrigation systems, or items not reasonably avoidable during construction.
- Long-term maintenance of vegetation (watering, mowing, etc.) is the Owner's responsibility.

5. MAINTENANCE OF INSTALLED EQUIPMENT

Owner agrees to:

1. Maintain any **equipment installed** under this Program, including cleanouts, check valves, backflow devices, or other components placed on the private lateral.
2. Follow all provided **operational and maintenance instructions**.
3. Avoid disposing of materials that **cause lateral blockages**, including wipes, paper towels, grease, feminine products, etc.

Failure to maintain installed equipment may result in future sewer backups, for which the City shall not be liable to Owner.

6. PROHIBITION OF CLEAN-WATER SOURCES

Owner acknowledges:

- Clean-water connections to the sanitary sewer (e.g., sump pumps, downspouts, foundation drains) are **prohibited by City ordinance**.
- These connections contribute to system overflows and prevent proper functioning of lateral repairs and installed devices.

Owner agrees:

- Owner shall be responsible for removing all clean water connections, before the City will complete work under this Agreement. Examples of clean water connections include: downspouts, sump pumps, driveway drains, foundation drains, and any other sources that improperly discharge stormwater or groundwater into the sanitary sewer system.
- Owner is responsible for ensuring disconnections are performed in a manner that does not create adverse drainage conditions. It may be necessary for Owner to implement alternative drainage solutions to properly manage stormwater.
- Not to reconnect any prohibited clean-water source after it has been removed.
- To allow future verification inspections by the City.
- That reconnecting clean-water sources may disqualify Owner from Program benefits.

7. DISCLAIMER OF OTHER LATERAL CONDITIONS

Owner acknowledges:

- Program work addresses only the **defects identified and approved** for repair or replacement.
 - Existing issues unrelated to Program work—such as root intrusion, structural collapse, or debris blockages—may continue to cause sewer problems.
 - The City is **not responsible** for problems in the private sewer lateral or interior plumbing caused by conditions outside the scope of authorized Program work.
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8. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

To the fullest extent permitted by law:

- Owner releases and holds harmless the City and its contractors from claims arising from authorized Program work, except for damages caused by gross negligence or willful misconduct.
 - Owner acknowledges that normal construction activities involve inconvenience, noise, and temporary disruption.
 - Owner shall indemnify the City against claims arising from unauthorized reconnections or failure to maintain installed equipment.
 - The City shall not be responsible for pre-existing conditions or damages not directly caused by negligent performance of Program work.
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9. SURVIVAL OF CONTRACT TERMS

The Grant of Access in Section 2 remains in effect until:

- All Program work is completed;
- All required inspections have occurred; and
- The City confirms that all Program obligations for the property have been satisfied.

Sections 5, 6, and 8 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive termination of this Agreement.

10. AUTHORITY TO SIGN

The undersigned certify that:

- They are the legal owner(s) of the property;
 - No other approvals are required for the City to perform the authorized work; and
 - All owners of record have signed this Agreement.
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11. REQUIRED CONSENT DECREE NOTICE

Owner acknowledges receipt of the following mandatory notice:

“This project is being undertaken in connection with the settlement of an enforcement action, United States et al. v. City of Cahokia Heights, taken on behalf of the U.S. Environmental Protection Agency and the State of Illinois to enforce the Clean Water Act and the Illinois Environmental Protection Act.”

12. SIGNATURES

PROPERTY OWNER(S):

For rental properties, this Agreement must be signed by the property owner. If the property is tenant-occupied, the property owner is responsible for notifying tenants and coordinating access as necessary.

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

CITY OF CAHOKIA HEIGHTS

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____