

CITY OF BRENTWOOD
RESIDENTIAL SANITARY SEWER LATERAL REPAIR POLICY & PROCEDURES
May 7, 2018
by Resolution 1084.1

1. A sewer lateral is defined as the portion of the sewage system that carries household wastes to the MSD or private sewer main and which begins approximately six inches (6") from the cast iron or plastic stub-out point outside the foundation or exterior wall of the residential dwelling structure and ends at the MSD or private sewer main. The definition is the same whether the pipe is located in the front, side or rear yard. Pipes located within six inches (6"), through foundation or footings, or under any part of any building or structure are not covered by this program.
2. This repair program applies to single-family residential and to single-family fee simple ownership. The service is not available to commercial or industrial property (as determined by the use of the land). The property owner of a townhouse, duplex, condominium, or a multi-family building containing not more than six (6) dwelling units, is eligible to participate in compliance with the City's policy and procedures governing this program. This program is not available to apartment buildings.
3. A defective lateral sewer service line is defined as a line that is not functioning properly
4. The financial responsibility for contracted repairs to a covered defective sewer lateral approved by the City is limited to closed-circuit television inspection (CCTV) services, excavation, repair or replacement of the defective portion of the lateral line, and backfilling in a workmanlike manner. It will be the responsibility of the property owner to restore the landscaping and ground cover including grass in whatever manner that is consistent with any applicable property standards of the City the owner chooses. The City will not be responsible for restoration of the affected yard to the grass or landscaped surfaces, i.e., bushes, shrubs, trees, and plants.
5. It will be the responsibility of the City to replace sidewalks, driveways and streets, which are removed to accomplish the repair. In the event it is necessary to remove accessory structures such as fences, retaining walls, and the like, the property owner will be obligated to remove and restore such accessory structures to their pre-existing condition. In the event that obstacles such as yard sheds, garages, etc. are in the path of the sewer lateral and lie over the damaged portion of the lateral, the City reserves the right to require a rerouting of the lateral to avoid the necessity of structure removal. In the event that rerouting is impractical, the City and the property owner will meet to discuss a solution equitable to both parties.
6. In the event a dispute arises which has not been resolved through negotiation, the resolution will be brought before the City's Board of Adjustment acting as arbitrators (not in their role as a Board of Adjustment for land use variances and appeals) for a decision. Should the property owner disagree with the position of the City and the outcome of the Board of Adjustment's arbitration decision, the City will refund the full amount of the tax collected from that property owner, and the property owner may repair or replace the lateral at his/her own expense. The repair or replacement must be handled through normal permit procedures.
7. A property owner may contract with the City's sewer lateral contractor to have plumbing services performed through and inside the walls of the dwelling unit concurrently with the lateral work. If the property owner does so, then the property owner will be responsible for these costs and work coordination via a separate and private negotiation. The City is not responsible for the performance or guarantee or any other aspect of the private agreement between the property owner and the contractor.

The property owner is responsible for ensuring the contractor has obtained all necessary permits.

8. If the property owner is experiencing a blockage problem with the sewer lateral service line, the property owner should contact the sewer hotline at (314) 962-6234 to have the line cabled and cleaned out. Sometimes the problem is not with the sewer line, but it may have become clogged up from the entry of improper materials into the line.
9. If cabling of the sewer lateral service line does not correct the problem and the sewer lateral is deemed defective, then property owner should contact Public Works between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, to discuss the defect and repair program and procedures. The Sewer Lateral Program Coordinator will assist the property owner in the case of defective sewer laterals.
10. City staff will contact a contractor to inspect and televise the sewer lateral service line and determine the location(s) of defective areas in the property owner's yard and eligible for benefits under the program.
11. For eligible repairs, city staff will contact and coordinate with the contractor to perform repair work for the sewer lateral. The eligible repair cost ceiling is limited to a **maximum of \$7,250 per aggregate costs associated with cleaning, cabling, and repairs per property per calendar year**. Any sewer lateral repairs required above the \$7,250 maximum per repair incident are the responsibility of the property owner. The contractor will be properly licensed, insured, bonded, and experienced in completing this type of repair work.
12. The City will notify the property owner before work commences if any items will be disturbed as a result of work related to the sewer lateral. Any additional work performed by the contractor beyond the repair of the sewer lateral is the responsibility of the property owner.
13. The contractor will coordinate excavation with utility companies and obtain necessary permits to perform the required sewer lateral repairs.
14. Upon completion of the repair the plumber will leave excavated earth piled on top of the line so that settlement can take place. Lien waiver and one (1) year limited warranty shall be furnished to property owner.
15. A copy of the total repair bill will be provided to the property owner and the city identifying what amount is owed by whom. The property owner will pay any portion of the total cost which exceeds the cost ceiling directly to the contractor.
16. The City has no obligation or responsibility for the performance by the sewer lateral contractor and no responsibility for any damages caused to the owner's property because of the sewer lateral line defects or failure or repair or restoration activity.
17. This program shall not cover damage to lateral lines which occur from "Acts of God", such as, but is not exclusive to, earthquakes, tornadoes, floods or other natural disasters.
18. The City may periodically amend this policy in the best interest of the City and its homeowners.

STAFF USE ONLY		
Policy Given to Applicant _____	Cabling Bill Attached _____	Repairs Authorized _____

SEWER LATERAL PROGRAM PROPERTY OWNER INFORMATION

Property Owner Name _____

Address of Property _____

Mailing Address of Owner if different from above:

Street _____ City _____ State _____ Zip _____

Phone Number of Owner _____

Date of Reported Defective Sewer Lateral: _____

PROPERTY OWNER RELEASE

I hereby authorize the City of Brentwood and the approved plumbing contractor to enter onto my property in order to repair my sanitary sewer lateral. As part of this work, I realize that there will be noise, dirt, dust, mud and inconvenience. In the process a large hole could be excavated and earth mounded in my yard. My property could become damaged by the use of large machinery and the stockpiling of materials.

I agree to hold the City of Brentwood harmless from damages that could result from this work. Any contractor to be properly licensed, insured, and bonded.

I understand that the City's Sanitary Sewer Lateral Repair Program does not cover the following items, which will be the property owner's responsibility:

1. Repairs to the sewer lines inside the house, through the footing/foundation, under the basement floor, or in crawl spaces.
2. Repairs costing in excess of \$7,250 aggregate costs per calendar year.
3. Restoration of any disturbed areas, sprinkler systems, underground dog fences and other private wiring, private driveways or walkways, patios, retaining walls, fences, etc., that may be damaged by this work.
4. Sanitary sewer line repairs under any permanent or semi-permanent structures such as garages, sheds, swimming pools, playgrounds, retaining walls etc., unless these items are removed first by the property owner or unless the owner pays all additional charges for relocating the sanitary sewer line around these facilities.

I understand that it will be my responsibility to make all final repairs to my lawn. The City's contractor will leave the excavated earth from the trench piled on top of the replaced sewer lateral. I may need to remove some of this material later if it does not all settle into the trench.

Signed: _____ Date: _____