



VILLAGE OF OREGON

INCORPORATED 1883 *Wisconsin*

117 SPRING STREET • OREGON, WI 53575 • PHONE: 608.835.3118 • FAX: 608.835.6503

WWW.VIL.OREGON.WI.US

SANITARY SEWER BACKUP REIMBURSEMENT POLICY

1. GENERAL

1.1 This Policy is intended to increase citizen awareness of the operational dynamics of wastewater collection systems and their responsibilities relative to maintenance and protection against potential property damage from sewer backups. In addition, this Policy provides for limited assistance to Village of Oregon (“Village”) property owners who have experienced property damage as a direct result of backup of the Village’s sanitary sewer system even if it is determined the Village is not at fault, subject to the limitations and conditions in this Policy.

1.2 The Village is responsible for maintaining sewer mains, manholes, pump stations and force mains that are in Village rights-of-way and on Village property. Maintenance of sewer service lines from the Village-owned system to the property owner’s structure is the responsibility of the property owner.

1.3 The Village expends significant resources, through a preventive maintenance program, to keep the sewer system in a good state of repair. Occasionally, however, conditions develop beyond the Village’s control that may cause sewage to back up into a residence or business.

1.4 The intent of this Policy is for the Village to reimburse property owner(s), up to the limit(s) established in this Policy, for clean-up costs and repairs to buildings and personal property for damages resulting from a Village sewer backup irrespective of whether the Village is legally responsible for those damages under the controlling provisions of law.

1.5 For the purpose of this Policy, the term “sewer backup” means any backup of sewage from the Village owned and maintained sanitary sewer or sewer force main system.

2. PURPOSE

2.1 This Policy is intended to:

- A. Reduce health hazards by encouraging property owners who have experienced a sewer backup to get it appropriately cleaned up as quickly as possible.
- B. Provide a method for assisting homeowners with the financial burden of a sewer backup even when the Village is not legally responsible for the resulting damage.
- C. Educate the public as to the Village’s legal responsibility and the responsibility and options of property owners to protect their property from sewer backup.

- D. Reduce the likelihood of disputes and litigation over the Village's liability for a sewer backup.

2.2 The Village Board or its designee shall be the sole and exclusive judge of the validity and eligibility of requests for reimbursement submitted under this Policy.

3. POLICY

3.1 Reimbursement Limits. The Village may reimburse property owners for up to \$5,000 of cleanup costs and property damage caused by a sewer backup on the terms and conditions described by this Policy.

- A. The Village will reimburse up to a total aggregate amount of \$30,000 for all sewer backups occurring in a calendar year. Reimbursement requests will be processed in the order they are received. The Village recognizes that this may mean the funds available for reimbursements for sewer backups occurring in a calendar year may be exhausted. In the event the Village is aware of a sanitary sewer backup likely to give rise to multiple reimbursement requests under this Policy, the Village may choose pay those reimbursement requests pro-rata rather than in the order they are received.
- B. Reimbursement for loss or damage for personal property is limited to \$1,000. This \$1,000 personal property reimbursement is included in and not in addition to the total \$5,000 reimbursement limit for all cleaning costs and property damage.
- C. Damage or loss to personal property and possessions is reimbursable up to fifty percent (50%) of replacement cost, as determined by the Village.
- D. Only customers of the Village's sanitary sewer system are eligible for reimbursement under this Policy. Reimbursements under this Policy may not be assigned.
- E. Except as provided in 3.7 below, a property owner may only file a single request for reimbursement for a sanitary sewer backup.

3.2 Timeliness and Method of Seeking Reimbursement. All requests for reimbursement under this Policy must be submitted to the Village Clerk within one hundred twenty (120) days after the incident occurs on the Request for Reimbursement form provided by the Village

3.3 Review of Reimbursement Requests. The Village may investigate reimbursement requests in whatever means it deems appropriate, including but not limited to, referring the request to the Village's insurance adjuster for investigation, recommendation, and a compensability determination. Should the Village determine that the reimbursement request is a claim for which the Village may have insurance coverage, the property owner agrees to work with the Village to submit any paperwork or claim reasonably necessary for the Village's insurer to make a coverage determination.

3.4 Reimbursement Request Denials. The following may result in a full or partial denial of a reimbursement request as determined by the Village:

- A. The reimbursement request is not timely submitted;
- B. The loss or damages is fully covered by the property owner's private insurance;
- C. The property owner is ineligible under the terms of this Policy;
- D. The loss or damages was caused by an irresponsible act of the property owner or the property owner's employee, invitee, agent, or member of the property owner's household;
- E. The amount of damages is not properly documented or substantiated or the verification of the damages or loss is inadequate or incomplete;
- F. The property owner did not cause the problem but failed to act responsibly to minimize the loss;
- G. Sewer bills are not current for the property;
- H. The property owner is indebted to the Village (any payment by the Village will be reduced by outstanding amounts owed); and
- I. Any other conditions or criteria determined as appropriate by the Village.

3.5 Ineligible Sewer Backups. The following sewer backups or costs are not eligible for reimbursement:

- A. Any costs from a sewer backup which have been or are eligible to be covered under the property owner's homeowners or other property insurance
- B. A sewer backup that resulted from a condition in a private line and not a condition in the Village's sanitary sewer system or lines.
- C. A sewer backup that occurred before January 1, 2016.
- D. A backup caused by catastrophic weather or other event for which Federal Emergency Management Assistance is available.
- E. Any alleged damages for personal injury.
- F. This Policy does not cover damages caused by stormwater backups or backups caused in areas that are the responsibility of the property owner. Damages caused by the potable water system within a building, including overflows of sinks, toilets, tubs, showers, washing machines or broken water tanks and pipes are not covered by this Policy.
- G. This Policy does not provide reimbursement for private insurance premiums or deductibles.
- H. Notwithstanding any other provisions of this Policy, no reimbursement shall be made under this Policy to the United States or any of its departments or agencies,

the state or any political subdivision, the Oregon School District, or any other taxing district.

3.6 Backflow Prevention. A property owner receiving reimbursement under this Policy may be required to install a sewer backflow prevention device. The cost of the device and its installation is eligible for reimbursement under this Policy.

3.7 Tenant and Property Owner Reimbursement Requests. Reimbursement requests from a tenant and property owner that were affected by the same backup will be received separately, but will jointly be restricted to the \$5,000 limit including no more than \$1,000 for personal property and possessions. The Village will determine a fair and equitable way of allocating the funds.

4. PAYMENT DOES NOT IMPLY LIABILITY

4.1 Any payment made under this Policy shall not be construed as an admission of nor does it imply any negligence or responsibility on the part of the Village for such damage. Any payment made under this Policy is strictly voluntary on the part of the Village.

4.2 Any payment made under this Policy and accepted shall constitute a full and complete release of any and all reimbursement requests against the Village, its officers, employees and agents arising from the incident. No payments shall be made unless the appropriate parties sign a release, approved by the Village Attorney, of all reimbursement requests against the Village.



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**REQUEST FOR REIMBURSEMENT PURSUANT TO
 SANITARY SEWER BACKUP REIMBURSEMENT POLICY**

Name: _____

Contact Phone No. /Email: _____

Property Address: _____

**Name of Other Property
 Owner(s):** _____

**Date and Approximate Time
 of Sewer Backup:** _____

Is Property Rented: Yes No

The Village has a policy that allows for reimbursement of sanitary sewer customers for up to \$5,000 of cleanup costs and property damage, caused by a sanitary sewer backup. The Village will limit reimbursement of personal property and/or possessions to \$1,000. This \$1,000 personal property reimbursement is included in and not in addition to the total \$5,000 reimbursement limit for all cleaning costs and property damage. Terms and conditions for reimbursement are provided in the Policy.

All requests for reimbursement under this Policy must be submitted to the Village Clerk within **one hundred twenty (120) days** after the incident occurred.

Amount of Cleaning Cost \$ _____

Amount of Property Damage \$ _____
 (Home)

\$ _____
 (Personal Items)

\$ _____
 (Total Property Damage)

Total Reimbursement Sought \$ _____

Please attach receipts for all claimed expenses. Please attach an itemized list of any personal property along with the replacement value. Please include photographs of all damaged property, including personal property.

By signing below, I indicate and acknowledge:

- None of the claimed expenses have been or are eligible to be covered under a property insurance policy.
- The Village shall be the sole and exclusive judge of the validity and eligibility of requests for reimbursement submitted under this Policy.
- The Village may refer this request for reimbursement to an independent insurance adjuster for investigation, recommendation and a compensability determination.
- Payment under the Village's Sanitary Sewer Backup Reimbursement Policy is contingent upon signing a release of all claims against the Village at the time of payment. Payment under this Policy shall not be construed as an admission of nor does it imply any negligence or responsibility on the part of the Village for such damage.

Date: _____

Sign name: _____

Print name: _____