

GREATER PEORIA SANITARY DISTRICT PUBLIC SEWER BACKUP REIMBURSEMENT PROGRAM CONDITIONS AND LIMITATIONS

BACKGROUND

The Greater Peoria Sanitary and Sewage Disposal District (“District”) is responsible for maintaining, in a reasonably safe condition, over 500 miles of sanitary sewer lines located in the District service area.

Sanitary sewer backups may occur at any time for a number of reasons. For example, the backup may be due to blockages in the Owner's Private Sanitary Sewer, the Public Sanitary Sewer, or high flow conditions in the Public Sanitary Sewer.

Pursuant to District Ordinance No. 582, passed March 15, 2011, if District personnel determine that the Backup was caused by a Public Sanitary Sewer blockage, the Affected Users may be eligible for reimbursement for Damages under the District Public Sewer Backup Reimbursement Program. The Ordinance calls for conditions and limitations, as explained below.

THE PROGRAM

Definitions:

1. “Affected User” shall mean the User who suffers Damage as a result of a Backup.
2. “Backup” is defined as the discharge of raw sewage from the Public Sanitary Sewer through an owner's Private Sanitary Sewer into the Owner's building.
3. “Damage” is defined as a diminution in actual cash value to personal property and cost to repair real property.
4. “Program” is defined as this Greater Peoria Sanitary District Public Sewer Backup Reimbursement Program.
5. “Private Sanitary Sewer” shall have the same definition used in Article I, Section 109 of District Ordinance No. 581, as amended.
6. “Public Sanitary Sewer” shall have the same definition used in Article I, Section 160 of District Ordinance No. 581, as amended.
7. “Shall” is mandatory; “May” is permissive.
8. “User” shall have the same definition used in Article I, Section 189 of District Ordinance No. 581, as amended.

Reimbursement:

1. Subject to the Conditions and Limitations below, the District shall provide reimbursement to Affected Users who have:
 - a. Experienced Damage as a result of a Backup of a Public Sanitary Sewer;
 - b. Notified the District of such Backup within twenty-four (24) hours of the occurrence; and
 - c. Agreed to and signed the Agreement, Release, and Claim forms provided by the District.
2. The District’s reimbursement under this Program is for the Damage caused by the Backup not to exceed the actual Damage or \$2,000.00 per Backup, whichever is less.

3. The reimbursement shall be made within thirty days of completion of and compliance with all of the terms set forth below; provided, however, that such reimbursement shall terminate and not be made more than one (1) year after the date of the Backup.

Further Terms:

1. The maximum annual appropriation for this Program shall be \$20,000.00 per fiscal year. If, at the end of a fiscal year, there are funds remaining, those funds shall not roll forward to future fiscal years (i.e., the maximum payout each fiscal year is \$20,000.00).
2. If the annual appropriation for this Program is fully depleted during the fiscal year of the Backup, then no reimbursement shall be made. No future reimbursements will be made for Backups occurring during a fiscal year when the annual appropriation for this Program is depleted.
3. Backups occurring as a result of wet weather events, high flow conditions in the Public Sanitary Sewer, or any backups occurring in the Private Sanitary Sewer are not eligible for reimbursement under this Program.
4. The Affected User must have authority to grant and actually allow the District and its representatives (including third party claims adjusters or claims administrators) to have legal access to the building and the area where the Backup occurred; allow photographing, videotaping and inventorying of the area; and cooperate in all respects with District efforts to verify that the Backup occurred and the extent of Damage.
5. This Program is only available to Affected Users that have buildings connected to the District's Public Sanitary Sewer.
6. The Affected User shall, in the District's discretion, obtain a minimum of two proposals for any work to be performed, and detailed paid invoices for all work performed and detailed receipts for proof of loss must be provided to the District or its designated representatives.
7. Reimbursement will only be allowed for actual Damage incurred, and not for payment in lieu of repairs or loss.
8. The District reserves the right to administer claims or to use a third-party claims adjuster or claims administrator.
9. The District reserves the right to deny and adjust any claims in the best interests of the District.
10. The Affected User must disclose if a claim is being made, or will be made, against any other parties or insurance.
11. If the claim is being made against any other parties or insurance, the amount of compensation made, or estimated to be made, must be disclosed to the District. Only Damage not paid by other parties or insurance is eligible under this program.
12. **The Affected User and, if different, the owner of the premises which incurred Damage, must execute an Agreement, Release, and Claim which includes release and waiver of any claim of liability against the District for the Backup.**
13. The District may, in its sole and absolute discretion, deny such and/or adjust any claims if the District determines that the Affected User claiming Damage or any other third party was in any way responsible for the Backup due to any cause, including but not limited to: failure to maintain the Private Sanitary Sewer which results in debris or extraneous water entering the Public Sanitary Sewer; or disposal of items which cause a blockage of the Public Sanitary Sewer; or vandalism; or other acts which cause a blockage of the Public Sanitary Sewer.
14. This Program is intended to take effect on the effective date of the ordinance establishing this program and shall not apply retroactively.

15. The District may revoke, suspend, or eliminate this Program at any time, with or without notice to any User or customer.
16. All parts of this Program are severable. Any disputes arising from the application or interpretation of this Program shall be brought in the Circuit Court of Peoria County, Illinois and shall be according to Illinois law.

Effective: March 15, 2011

Amended: February 16, 2021

**AGREEMENT, RELEASE, AND CLAIM PURSUANT TO THE GREATER PEORIA
SANITARY DISTRICT PUBLIC SEWER BACKUP REIMBURSEMENT PROGRAM**

I/We hereby request participation in the Greater Peoria Sanitary District Public Sewer Backup Reimbursement Program, hereinafter called the "Program" pursuant to District Ordinance No. 582.

I/We certify that the information provided in this Agreement, Release, and Claim, hereafter "Agreement", is true and correct and all evidence provided as proof of cleanup costs, repairs for damages and loss of personal property are genuine.

I/We agree that the amount requested in this Agreement constitute my/our entire claim against the District.

I/We have received a copy of the Program Description, Conditions, and Limitations attached to and made a part of this Agreement.

I/We agree to allow the Greater Peoria Sanitary District or its representatives to make any and all inspections as detailed in the Program Description, Conditions, and Limitations.

I/We acknowledge that the Greater Peoria Sanitary District admits no liability for the damages incurred as a result of the sanitary sewer backup.

I/We hereby release and waive any claim, suit or liability and agree to indemnify and hold harmless the Greater Peoria Sanitary and Sewage Disposal District, its trustees, officers, employees, engineers and agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with the sanitary sewer backup which is the subject of this Agreement and any previous sanitary sewer backups or the undersigned's participation in this Program.

Dated this _____ day of _____, 20____.

Printed Name

Signature

Printed Name

Signature

Phone Number

Mailing Address

CLAIM

Attached to and made a part of the Agreement for Greater Peoria Sanitary District Reimbursement Program for Sanitary Sewer Backups Caused by Public Sanitary Sewer Blockages.

CAUTION:

Any statement made in this claim constitutes an admission on your part. If you do not understand this claim report or are concerned by any portion of it, you should consult your private attorney. You should complete this report in full and this report constitutes your entire claim. You are advised that no representations made by you to any employee or representative of the Greater Peoria Sanitary District is a part of this report unless in the report and that no representation made to you by any employee or representative of the Greater Peoria Sanitary District can in any way waive any of the conditions of the Program as to this report or your claim.

TO: GREATER PEORIA SANITARY DISTRICT

You are hereby notified of the following claim made upon you as a result of a sanitary sewer backup:

1. Name of Claimant(s): _____
2. Address: _____

3. Telephone Number: _____
4. Claimant(s) Interest in the property listed in item 2 above. (Indicate whether you are an owner, tenant, contract purchaser, etc.)

5. Date of Sanitary Sewer Backup: _____
6. Time Sanitary Sewer Backup was Discovered: _____
7. Location of building where sanitary sewer backup occurred:

8. Date and Time You Notified the District of the Sanitary Sewer Backup:

9. Describe the Sanitary Sewer Backup including the location in the building where the backup occurred, area affected by the backup, and what damages occurred.

10. Give name, address and phone number of any witnesses.

11. Describe damages to property. You may provide a brief description here, but detailed invoices and receipts must be attached to this claim.

12. Were there any other damages? _____ No _____ Yes

If yes, describe:

13. Is a claim being made against any other parties or insurance?

_____ No _____ Yes

If yes, provide details including names of other parties or insurance carriers, addresses, phone numbers, and amount of compensation made, or estimated to be made.

14. What is the total amount you are claiming for reimbursement from the Greater Peoria Sanitary District? \$ _____ (maximum \$2,000)