

# **SEWER BACK-UP CLAIMS AGAINST TOOELE CITY (NO-FAULT CLAIMS)**

Generally, claims against Tooele City Corporation are governed by Utah's **Government Immunity Act** (See copy of Notice titled "Claims Against Tooele City" attached).

However, Tooele City has an ordinance specifically designed to help persons who have suffered loss from a water or sewer main line break or backup—regardless of fault.

## **WHAT TO DO**

In order to make a claim under Tooele City's No-Fault Ordinance, you must do the following:

1. You must submit the claim to Tooele City Recorder.
2. You must submit the claim within ninety (90) days after the incident occurred.
3. The must submit the claim in writing, give a full statement of the facts, and state the damages incurred. Attach any additional documents you would like.

Attached is a form which follows the criteria needed to make a no-fault claim to Tooele City.

## **REASONS FOR NON-PAYMENT**

Even if you make a no-fault claim with Tooele City, your claim may be denied or reduced for the following reasons:

1. The claim was not timely submitted.
2. The claim is fully or partially covered by private insurance.
3. The loss was caused by an irresponsible act of the claimant, or the claimant failed to act responsibly to minimize the loss.
4. The loss is unsubstantiated, or verification of the loss is incomplete.
5. The loss exceeds the no-fault claim maximum of \$10,000.

## **MISC.**

The Tooele City Attorney's office represents Tooele City Corporation, and therefore cannot provide you with legal advice or assistance in filing your claim.

Included is a copy of Title 8 Chapter 14 in its entirety for your reference.

Thank you,  
Tooele City Attorney's Office

# NO-FAULT UTILITY CLAIM

(In accordance with Tooele City Code Chapter §8-14)

**TO: TOOELE CITY RECORDER**

**DATE SUBMITTED:**

Name of Claimant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Must be dated by City Recorder's Office)

Phone (Home/Work/Cell): \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Description of Incident (please be specific; attach additional explanations and/or documents if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have Home Insurance? Yes No.

Have you contacted your insurance about this incident? Yes No.

If so, will your insurance company cover the loss from this incident? Yes No Partially.

If your insurance company will not cover your loss, please state the reasons why:

\_\_\_\_\_  
\_\_\_\_\_

Name of insurance company, contact, and agent: \_\_\_\_\_

Phone number of company, contact, and agent: \_\_\_\_\_

Description and Verification of Loss (please be specific; include estimates, receipts, appraisals, photos, videos, etc. to substantiate your loss; attach additional documentation as necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***PLEASE READ:*** I understand, by signing below, that my no-fault claim to Tooele City Corporation may be denied or reduced for the following reasons: (1) The claim was not timely submitted; (2) The claim is fully or partially covered by private insurance; (3) The loss was caused by an irresponsible act of the claimant, or the claimant failed to act responsibly to minimize the loss; (4) The loss is unsubstantiated, or verification of the loss is incomplete; (5) The loss exceeds the no-fault claim maximum of \$10,000.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing in Tooele County, Utah

(Revised November 2008)

## CHAPTER 14. NO-FAULT UTILITIES CLAIMS

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### 8-14-10.Annual budget expenditures.

### 8-14-11.Claims from other governmental agencies.

#### 8-14-1. Short title.

The ordinance codified in this Chapter shall be known as the "No-fault Utilities Claims Ordinance." (Ord. 88-34, 01-04-89)

#### 8-14-2. Purpose.

It is the purpose of this Chapter to compensate persons for loss sustained as the result of a break or backup in a city-owned and maintained watermain or sewer line, regardless of fault on the part of the City, within the restrictions, limitations, and other provisions of this Chapter. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

#### 8-14-3. Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Chapter, shall have the meanings hereinafter designated:

(1) "City" means Tooele City Corporation, a political subdivision of the state of Utah.

(2) "City Attorney" means the City Attorney or his/her designee.

(3) "Person or applicant" means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, or any other legal entity (except the United States Government or any of its agencies, or the state of Utah and any of its political subdivisions) or their legal representatives, agents, or assigns.

(4) "Political subdivision" means any political subdivision of the state of Utah, including state departments and agencies, cities, towns, counties, and school districts. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

#### 8-14-4. Administration and establishment of regulations.

The Mayor may establish regulations sufficient to provide for the handling of such claims and disbursement of those funds which are set aside for payment of claims under this Chapter. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

#### 8-14-5. Reimbursement - Claims -Time limitations.

All claims for reimbursement under this Chapter must comply with the Governmental Immunity Act of Utah, Utah Code Annotated §63-30d-101 *et seq.*, as amended, and be submitted to the City Recorder within thirty (30) days after the incident giving rise to the loss occurs. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

#### 8-14-6.Claims - Investigation and recommendation.

Claims received by the City Recorder shall be referred to the Department of Public Works for investigation and recommendation. The Department's report shall be forwarded to the City Attorney for determination under the criteria of this Chapter. All payments authorized by the City Attorney shall be made by the Director of the Department of Public Works. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

#### 8-14-7. Criteria for payment.

(1) The determination as to whether to make payment of a claim submitted pursuant to this Chapter shall be based on the following criteria:

(a) Whether an eligible claimant suffered an otherwise uninsured property loss, caused by breach or backup of a City-owned water main or sewer line, under circumstances where the claimant acted responsibly to avoid the loss; and,

(b) If so, whether the extent of the loss has been adequately substantiated.

(2) The following shall result in the denial of a claim:

(a) Claim not timely submitted;

(b) Loss fully covered by private insurance;

(c) Claimant ineligible under the terms of this Chapter;

(d) Loss caused by an irresponsible act of the claimant, claimant's agent, or member of claimant's business or household; or

(e) Loss or eligibility unsubstantiated.

(3) The following shall result in reduction of payment:

(a) Loss partially covered by private insurance;

(b) Loss exceeds funding limits of this Chapter;

(c) Verification of loss inadequate or incomplete; or

(d) Claimant did not cause the problem but failed to act responsibly to minimize the loss. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

#### 8-14-8. Maximum payments.

(1) Payments under this Chapter shall not exceed \$10,000 per claim.

(2) For budgeting purposes, payments under this Chapter shall not exceed \$100,000 per fiscal year. However, the City Council may, in its sole discretion and without amendment to this Section, budget additional funds in any given fiscal year by Resolution. (Ord. 2007-

08, 04-18-2007); (Ord. 88-34, 01-04-89)

**8-14-9. Payment does not imply liability- Release required.**

(1) Any payment of a claim made under this Chapter shall not be construed as an admission of, nor does it imply, any negligence or responsibility on the part of the City. Any payment made under this Chapter is strictly voluntary on the part of the City.

(2) This Chapter shall not in any way supersede, change, or abrogate the Government Immunity Act of Utah, and its application to the City, or establish in any person a right to sue the City under this Chapter.

(3) Any payment of a claim made under this Chapter and accepted by the claimant shall constitute a full and complete release of any and all claims against the City, its officers, employees, and agents for any damage or loss arising from the incident.

(4) Any payment of a claim made under this Chapter shall be expressly conditioned upon the City first receiving a written release of liability, signed and notarized by the claimant, in a form acceptable to the City Attorney. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

**8-14-10. Annual budget expenditures.**

The Department of Public Works is authorized to provide for and include within its budget a fund from which payment of claims may be made pursuant to this Chapter. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)

**8-14-11. Claims from other governmental agencies.**

Notwithstanding any other provisions of this Chapter, no claim shall be accepted from the United States or any of its departments or agencies, or from the state of Utah or any of its political subdivisions. (Ord. 2007-08, 04-18-2007); (Ord. 88-34, 01-04-89)