

## **CALVERT CITY SEWER DEPARTMENT SEWER BACKUP POLICY**

The purpose of this policy is to establish procedures for investigation, resolution, and emergency remedial actions made necessary by blockages in sewer lines resulting in sewage backup and/or discharge through customers' private plumbing systems.

1. Initial Report. All customer reports of sewer blockage, sewage backup and/or discharge through customers' private sewage facilities shall be reported to the Superintendent or his designee, as soon as possible.

2. Initial Investigation. The Superintendent shall instruct the employees and staff of the Sewer Department to examine the City's sewer main immediately downstream from the suspected blockage, utilizing existing manholes or other available accesses.

3. Customer's Investigation. Should the Sewer Department's initial investigation fail to reveal a material blockage in the City's sewer main, the City shall request that the customer take steps to determine whether a blockage exists in the sewer lateral extending from its point of connection with the City's sewer main to the point of service. Should the customer hire a private plumber to inspect the lateral and should the plumber's inspection reveal no blockages in the lateral, the City shall reimburse the customer for the charges of the private plumber, up to a maximum of \$100.00 per incident. Should the customer's efforts reveal a blockage in the lateral, the customer shall be responsible for remedying and removing the blockage. In such cases, the City will assist the customer and/or his plumber in locating the portion of the lateral which crosses the City's right-of-way, if necessary. If the customer's plumber is unable to clear a stoppage in the lateral located upon the City's right-of-way or easement, the City will coordinate with the customer and/or his plumber to assist in clearing the blockage. If there is no "cleanout" at grade available on the lateral, the customer must have one installed upon the customer's property, near the point where the lateral enters the City's right-of-way or easement, before the City will render such aid. If the portion of the lateral which crosses the City's right-of-way or easement is broken, that portion of the lateral will be repaired or replaced by the City.

4. Resolution of Blockage. In the event that the customer reports that no blockage is found in the lateral, the Superintendent shall proceed to conduct a thorough investigation of the City's sewer main and finally determine the cause/source of the backup/dischage. In the event the cause/source of the backup/dischage ultimately is determined to originate in the lateral, the customer shall reimburse the City for its costs incurred in its investigation, including but not limited to labor and equipment rentals.

## EMERGENCY REMEDIAL MEASURES

It is the observation and opinion of the Calvert City Board of Public Utility Commissioner's that delays in affecting remedial measures following sewer back-ups caused by blockages in the City's sewer system may expand and/or compound the potential risk to public health and safety. Because many citizens may be unable or unwilling to make the expenditures necessary to immediately begin remedial measures following such sewer back-ups, and because the City's insurance claims procedures do not facilitate immediate response, the Board deems it to be in the best interests of the City to provide limited funds for immediate response to such back-ups. Such payments shall be made without respect to fault or any potential liability of the City, and shall be made subject to the following terms and conditions:

1. Public Health Inspection. The Superintendent, or his designee, immediately shall inspect any premises purportedly affected by a sewer backup and shall determine whether the incident has created a probable immediate risk to public health or safety.
2. Plan of Action. Should the Superintendent, or his designee, determine that the incident is likely to have created a potential risk to public health and safety, he should cooperate with the customer in determining the nature of the immediate remedial measures which should be taken and the cost of affecting same.
3. Reimbursement of Costs. The Superintendent, or his designee, shall approve such payment to the affected customer as is reasonably necessary to reimburse the customer for the cost of affecting immediate remedial measures; but in no event to exceed \$3,000.00 per occurrence.
4. Appeal to Board. Should the customer disagree with the payment authorized by the Superintendent, or his designee, the customer may appear before the Board at any regular meeting and request a review of the Superintendent's authorization.
5. Extraordinary Circumstances. In the event that extraordinary circumstances indicate a need for expenditures in excess of \$3,000.00 per occurrence in order to protect public health and safety, the customer may appear before the Board at a regular or special call meeting in order to

request same and explain the need for such. The Board may determine, in its sole and absolute discretion, to make such expenditures as it may deem necessary and prudent in light of the circumstances, including financial and budgetary limitations. [It is recommended that customers requesting such expenditures provide the Board with estimates, payment vouchers, receipts, and/or similar documentation confirming the necessity and amount of such extraordinary measures.]

6. Non-Liability and Indemnity Agreement. The payments contemplated by this policy will be made only after the customer has signed the Non-Liability and Indemnity Agreement, attached hereto; or any other similar Agreement Form subsequently approved by the Board and consistent with the following requirements. Such written Agreement shall require the customer to indemnify the Board from any insurance proceeds or third party payments received by the customer, including but not limited to any insurance proceeds received from the City's liability insurer, if any. Such Agreement also shall acknowledge that the customer's receipt of such payment shall not be deemed an admission of fault or otherwise reflect liability on the part of the City, or any of its subdivisions, employees, agents, representatives, officers, insurers or any other affiliated entities. Accordingly, neither the City's actions pursuant to this Policy, nor its payments made pursuant hereto, may be useable as evidence of fault in litigation, arbitration, mediation, or any other claims settlement or resolution procedure, whether formal, informal or otherwise.

The foregoing policy was made effective by unanimous vote of the Board of Public Utility Commissioners on the 1<sup>st</sup> day of March, 2011 and is intended to supercede and replace any and all prior policies pertaining to the issues addressed herein.

Donald R. Hise  
Don Hise, Chairman