

**TWAIN HARTE COMMUNITY SERVICES DISTRICT**  
**Policy and Procedure Manual**

**POLICY TITLE:** Claims Policy  
**POLICY NUMBER:** 1040  
**ADOPTED:** November 15, 2005  
**AMENDED:** May 09, 2013  
**AMENDED:** August 14, 2014  
**AMENDED:** May 13, 2020

**1040.10 PURPOSE**

The purpose of this policy is to provide the public, District staff and Board of Directors guidelines on how property damage, personal injury and leak claims are to be handled.

**1040.20 PROPERTY DAMAGE/PERSONAL INJURY CLAIMS**

**1040.21 Receipt of Claim**

When District staff is first notified of property damage or personal injury and describes a set of circumstances or facts as to how the District is responsible, staff receiving the information will do the following:

1. Record the time and date and document the information provided by the claimant.
2. Respond to questions in a cordial manner, but refrain from commenting on liability questions, including discussing who is at fault or making any other comments that may mistakenly implicate the District.
3. Ask the claimant to fill out a District Claim Form (Appendix A), which will always be available on request. Staff should not assist in filling out the claim form (indicated in a note on Appendix A). When completed and filed with the District, the claim form must be date stamped.
4. If District staff receives a letter or written request that appears to be a claim, a letter in response should be sent that asks for clarification and includes a Claim Form, with a request that it be filled out if the individual wishes to file a claim.
5. Submit all claim information to the General Manager, who will determine the

proper person to investigate the claim.

#### **1040.22 Timely Submittal**

Claims must be presented in a timely manner, as specified in Government Code Section 911.2, in order to be considered. Claimants may appeal to the Board for permission to submit a late claim. Decisions to permit submittal of a late claim will be at the discretion of the District Board. The Board will grant late submittal of a claim if any of the reasons listed in Government Code Section 911.6 apply.

#### **1040.23 Investigation**

Investigation of the claim should be done as soon as possible after it is filed, according to the following:

1. Claims for personal injury/wrongful death should not be investigated by District staff but, instead, must be immediately forwarded to the District's insurance company.
2. Claims in excess of \$5,000 or the District's insurance deductible, whichever is higher, must be submitted to the insurance company for investigation and final determination of fault.
3. Investigations should include photos, interviews, use of outside experts if appropriate, etc.
4. Board members may go with staff to observe the status of the claim and the investigation thereof; however, board members will not perform independent investigation of claims.

#### **1040.24 Small Claims with Clear Fault**

1. The General Manager is authorized to resolve claims when:
  - a. Claims investigations produce evidence that clearly indicates, in the opinion of the General Manager, whether or not the District is at fault.

AND

  - b. The amount of the claim is \$5,000 or less.
2. The General Manager shall resolve claims in the most direct and efficient manner possible.
3. If the claim is justified and the repair work is minor, a work order will be prepared and the work performed as soon as possible.
  - a. Photos of the repair work should be taken when completed; "before"

and "after" pictures should be placed in the claim file.

- b. A signed release form (Appendix B) should be obtained from the property owner when the work is completed.
4. If the claim is justified and the claimant, due to an immediate need to address damage, made payment to another party for repair, the District will reimburse the claimant for the portion of such payment that is directly attributable to damage which is determined to be the fault of the District.
  - c. Prior to payment of the claim, the claimant must provide satisfactory documentation, which clearly describes the work performed, the cost to perform work and proof of payment for the work.
  - d. The District will inspect all repair work performed by other parties. District approval is required prior to payment of the claim. District will not pay for work that it determines to be unacceptable.
  - e. A signed release form (Appendix B) must be obtained from the property owner prior to payment of the claim.
5. If the claim is determined to be unjustified, the District will provide written notification to the claimant, documenting its reason for denying the claim.

#### **1040.25 Large Claims or Claims with Unclear Fault**

1. The Board of Directors shall resolve claims when:
  - a. The District's responsibility is questionable, in the opinion of the General Manager.

AND/OR

  - b. The amount of the claim is greater than \$5,000 and less than the District's insurance deductible.
2. These claims will be referred to the appropriate Board Committee and the Board of Directors for a final decision as follows:
  - a. The Committee, in closed session, will review the information from the investigation and can make requests for additional information in order to make a recommendation to the full Board.
  - b. The Board will consider the claim in closed session and will vote to accept or reject the claim. The Board will not accept a claim in an amount in excess of the District's insurance deductible, without prior written approval of the District's insurance company.

## **1040.26 Notification of Final Decision**

1. The District will provide written notification of its decision to the claimant as soon as is practicable.
2. Written notification of denial of a claim shall include the following language:

“Subject to certain exceptions, you have only six months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim (see Government Code Section 945.6). If you desire to do so, you may seek the advice of an attorney of your choice.”

## **1040.30 LEAK CLAIMS**

1. When District staff is first notified of excessive water usage due to a leak, staff receiving the information will do the following:
  - a. Record the time and date and document the information provided by the property owner.
  - b. Ask the property owner to fill out a Leak Claim Form (Appendix C), which will always be available upon request. When completed and filed with the District, the claim form should be date stamped.
  - c. If an individual sends a letter or written request that appears to be a claim, the District will respond in writing, requesting clarification and providing a Leak Claim Form, with a request that it be filled out if the individual wishes to file a claim.
2. When the completed Leak Claim Form is received by the District, staff may credit up to 50% of the usage amount to the customer’s water account, if the account has been kept current for not less than one year from the date of the claim.
3. Staff will inform the customer that this is a one-time adjustment; any future requests will be at the discretion of the General Manager. Staff will note this adjustment in the customer’s account, indicating that it was communicated as a one-time adjustment.
4. If the customer is not in agreement or there are special circumstances, the determination will be made at the discretion of the General Manager as to the amount of the adjustment for excessive water usage.

**APPENDIX A**

**CLAIM FORM**

**Claim Against Twain Harte Community Services District**

IN THE MATTER OF THE CLAIM OF

\_\_\_\_\_, Claimant, this matter is hereby presented by Claimant to Twain Harte Community Services District, pursuant to Section 910 of the California Government Code.

1. The name and mailing address of Claimant is as follows:
  
  
  
  
  
  
  
  
  
  
2. The mailing address (if different than above) where Claimant desires notice of this claim be sent:
  
  
  
  
  
  
  
  
  
  
3. On \_\_\_\_\_, at \_\_\_\_\_,  
(date) (location where injury or damage occurred)

Claimant received **personal injuries** under the following circumstances:

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**OR**

Claimant's **personal/real property** was damaged by District under the following circumstances (attach receipts):

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4. So far as it is known to Claimant at the date of filing this claim, Claimant has incurred damages in the amount of \$ \_\_\_\_\_ due to personal injury or damage to personal or real property.
5. The name(s) of the District employee(s) who caused said damages to Claimant is (are) as follows (if you do not know their names, write "UNKNOWN"):

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Date signed: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name of Claimant)

\_\_\_\_\_  
(Signature of Claimant)

***This form shall be completed by the claimant.***

**APPENDIX B**  
**RELEASE OF ALL CLAIMS**  
(CALIFORNIA FORM)

**KNOW ALL MEN BY THESE PRESENTS:**

That the Undersigned, being of lawful age, for sole consideration of (\$ \_\_\_\_\_) to be paid to \_\_\_\_\_, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Twain Harte Community Services District and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of any from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the day of \_\_\_\_\_, 20\_\_\_\_, at or near \_\_\_\_\_, CA, as described as \_\_\_\_\_.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

Any and all claims against parties not specifically released herein, if any, are hereby assigned in full to the parties hereby released. The releases expressly reserve any and all claims they may have against the undersigned, or any others.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.**

Signed, sealed and delivered this day of \_\_\_\_\_, 20\_\_\_\_\_.

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Claimant

STATE OF CALIFORNIA                                 }  
COUNTY OF TUOLUMNE                            } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



**APPENDIX C  
LEAK CLAIM FORM**

I, \_\_\_\_\_ hereby request relief of up to 50% of the water consumption charges on my water bill that I received from Twain Harte Community Services District for the period of: \_\_\_\_\_.

**The service address** where the water consumption charges were incurred is:

\_\_\_\_\_

**Contact phone number** (to notify you of the decision): \_\_\_\_\_

OR

**Mailing address** (if different than above) where you would like the decision to be sent:

\_\_\_\_\_

1. **Explanation for request** (when, how and where leak occurred):

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

2. **The following action(s) was taken to stop the leak:**

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

**I understand that this request must be received within 30 days of receipt of billing. I also understand that the decision to grant relief of up to 50% of the water consumption charges (due to a leak) on my bill may be granted only if my account has been kept current for not less than one year from the date of this claim, and that the decision to grant or deny this request is solely at the discretion of the General Manager. In addition, I understand that relief from a similar leak in the future will be at the discretion of the General Manager.**

Date signed: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name of Claimant)

\_\_\_\_\_  
(Signature of Claimant)

