

# Walker County Water



## Leak Protection Service Affidavit

Customer Name: (Print): \_\_\_\_\_ Customer Account No. \_\_\_\_\_

Service Address: (Print): \_\_\_\_\_ Phone # \_\_\_\_\_

Date Leak was discovered: \_\_\_\_\_

Date of leak repair: \_\_\_\_\_

Description of repairs \_\_\_\_\_

**Copy of Repair Receipt (not invoice)** \_\_\_\_\_

Name of Plumbing Company \_\_\_\_\_

### SECTION 1.

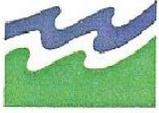
On and after May 2018 billing, the following policy shall govern those issues involving certain customer leaks and related matters as delineated in this policy.

### SECTION 2.

Leak Protection defined: Applicability.

“Leak Protection” as used in this policy, and as implemented by the Authority Board of Directors, shall mean a program by which eligible customers will be protected from inordinate and unusual charges for water service provided by the Authority in the event of an undetected leak, water pipe failure, or similar unintentional causes which result in an abnormal discharge of water from a point commencing at the customer side of a water metering device through all the connections with the eligible customer’s dwelling, building, or similar improvement.

No protection is afforded to any eligible customer who knowingly, or as an act of gross negligence, allows a defective waterline leak to occur either intentionally or with wanton disregard for the amount of water used within a forty-five (45) days period. It shall be presumed that in the event the water usage by any eligible customer exceeds two (2) times their normal,



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customary usage within the preceding twelve (12) month period, and this usage occurs for more than forty-five (45) consecutive days, that the customer has failed to take adequate and necessary precautions to end any leak. In such an event, the Authority may deny leak protection coverage partially or in its entirety.

“Eligible customer” shall mean that this policy applies to any separately metered single family residential customer and any 501(c)(3) organization. No coverage shall be provided to any multi-family (not separately metered), commercial, industrial or other type water customer of the Authority.

## **SECTION 3.**

### Cost of Service Opt-Out.

All “eligible customers,” as defined in Section 2, subparagraph C, shall be charged the sum of \$2.00 per month on and after the effective date of this policy.

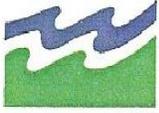
Notice of this service and protection shall be provided to all eligible customers. Any eligible customer who does not wish to participate in the protective services granted through this policy may provide the Authority with notice in writing of the eligible customer’s decision to “opt-out” of the coverage afforded by this policy. An eligible customer may not opt-out if that customer has received a leak protection credit from the Authority at any time within the five (5) year period immediately preceding the Authority’s receipt of such customer’s opt-out notice. Upon receipt of such notice by the Authority, the leak protection service charge of \$2.00 shall be removed from the customer’s billing on the next billing cycle for the eligible customer and the customer shall have no leak protection as of the first day of the billing cycle wherein the leak protection service charge was removed.

## **SECTION 4.**

### Coverage Provisions

In order to apply for payment protection coverage, an eligible customer shall submit such information as required by the Authority on forms provided by the Authority for that purpose. Proof of repairs or other bona fide evidence must be provided in writing to the Authority for coverage to apply.

The minimum repair amount shall be \$20.00 and the total amount of protection provided shall be \$500.00 in any twelve (12) months billing period. The computation of the credit amount shall be based on the average water billings for an individual customer for the six (6) month period immediately preceding the protection and repair of the leak. For example, if a customer incurred a water bill of \$700.00 because of a leak on the customer’s side of the meter, and the average



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customer bill for the preceding six (6) months had been \$50.00 per month; then crediting the maximum leak insurance allowed of \$500.00, the customer's bill would be reduced to \$200.00. No credit shall be given in any twelve (12) month period above \$500.00; nor to anyone who has opted out of coverage.

In the event the eligible customer has had water service for less than six (6) months, then an average over the usage time of the customer shall be computed by the Authority to determine the appropriate average amount for credit pursuant to this policy.

## **SECTION 5.**

### Exceptions from Coverage

In the event the Authority has reasonable grounds to believe that an eligible customer disregarded evidence of leakage that caused the amount of potable water being wasted on the customer's property to exceed two (2) times his or her bill on an average monthly basis for more than forty-five (45) days, then the Authority may deny any claim for protection payments.

**Customers with large storage facilities, such as swimming pools, hot tubs, or water storage tank, shall provide the Authority with advance written notice of the customer's intention to use Authority water to fill, refill or otherwise store water on the customer's property. Coverage shall be effective upon completion of the filling operation and not otherwise.**

Coverage may be denied if the eligible customer fails to notify the Authority of its request for leak protection within three (3) consecutive billing cycles of the leak.

## **SECTION 6.**

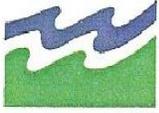
### Exigent Circumstances

Any customer may request additional leak concession adjustment based upon exigent circumstances.

Exigent circumstances are defined as circumstances beyond the control and reasonable foreseeability of a customer.

A request for additional leak concession must be in a writing that sets forth the grounds for the claim. The request must be received by the Authority manager no later than thirty (30) days after the standard leak concession adjustment was given to the customer.

Best efforts will be made to place the request on the agenda of the next regularly scheduled meeting of the Authority Board of Directors, but in no event later than the third regularly



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scheduled meeting of the Authority Board of Directors after receipt of the request by the Authority manager.

The Authority Board of Directors may approve the request, modify the amount of the request, or reject the request.

**O.C.G.A. § 16-10-20. False statements and writings, concealment of facts, and fraudulent documents in matters within jurisdiction of state or political subdivisions**

**A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: Approved  Denied

Supervisor signature: \_\_\_\_\_

Denied for:

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