

Town of Weaverville

Water Leak Protection Policy

In accordance with Town Code Section 30-107, any and all requests for adjustments to water bills shall be in accordance with the procedures and subject to the limitations contained within this Water Leak Protection Policy.

Section 1. Customer's Responsibility

The Town's ownership and maintenance obligations for the water system extend to and include the water meter. The customer owns and is obligated to maintain the water lines and plumbing fixtures on the customer side of the water meter. It is the customer's responsibility to keep his or her water lines and plumbing system in good working order. That said, water leaks do occur from time to time resulting in unexpectedly high water bills.

Section 2. Water Leak Adjustment Protection

The Town of Weaverville has contracted with ServLine to provide the Town's residential and commercial water customers using a waterline up to two (2) inches in diameter, with water leak adjustment of up to \$1,000 each year. This coverage provides payment of unexpectedly high water bills due to qualifying leaks. The following conditions, provisions, and limitations apply:

- (A) **Qualifying Leaks** – Any leak, other than those non-qualifying leaks listed below, that generates a minimum additional charge resulting in a water bill that is twice the average water bill of that customer calculated over a 12-month period. For water customers who have been on the Town's water system for less than 12 months, a water leak adjustment will not be made until at least 3 months of average usage has been established.
- (B) **Non-Qualifying Leaks or Usage** – The following leaks or use of water do not qualify for water leak protection under this policy:
 - 1. Leaks on any water line greater than two (2) inches in diameter;
 - 2. Leaks associated with structures that have been left or abandoned without reasonable care for the plumbing system;
 - 3. Leaks experienced by residential customers who do not have their own Town water meter;
 - 4. Leaks on irrigation systems or irrigation lines;
 - 5. Leaks in any structure other than the primary residential or primary commercial structure, such as, but not limited to, detached garages or storage buildings;
 - 6. Filling swimming pools or leaks in swimming pools;
 - 7. Filling of water features, such as fountains or fish ponds, or leaks associated with water features;

8. Filling of, leaks associated with, and/or general water usage associated with outdoor recreational activities such as, but not limited to, hot tubs, kiddie pools, slip-n-slides, and sprinklers;
9. Watering of lawns or gardens;
10. Washing cars;
11. Washing or pressure-washing driveways, windows or siding of any residential or commercial structure; and
12. Negligent or intentional acts such as leaving the water running.

(C) Submission of Claims -

1. Claims must be submitted to ServLine within 90 days from the billing date.
2. Claims must be accompanied by proof that the leak has been repaired before an adjustment will be made (i.e. copy of invoice for materials, paid invoice from plumber).
3. Call ServLine at 828-658-5600 to initiate a claim.

(CI) Limitations – A leak adjustment can encompass no more than two billing cycles. No customer shall receive more than one leak adjustment during any twelve (12) month period. Water leak adjustment coverage assists with the payment of high water bills due to qualifying water leaks but does not provide any reimbursement for the repair or replacement of water lines or plumbing fixtures (see Section 3 below for optional waterline break coverage).

(CII) Monthly Fees – Monthly fees shall be established by ServLine for the following classes of customers: (1) residential users with single meters, (2) commercial users with single meters, and (3) commercial users with master meters. If approved by Town Council, the Town will reflect these monthly fees on the fee schedule that it adopts annually. Customers are obligated to pay the monthly fee for water leak protection unless the customer has properly declined protection as provided herein (see Section F below).

(CIII) Customer Option to Decline Program – Water customers are entitled to decline the water leak protection set out in this policy by calling ServLine at 828-658-8600. Customers that have opted out of this program will not be entitled to any adjustment to their water bills and the water customer will remain fully responsible for any and all amounts due.

(CIV) Effect on Sewer Bill – Sewer service within the Town is provided by the Metropolitan Sewerage District of Buncombe County (MSD) and nothing contained within this policy should be construed as altering any policy adopted by MSD concerning adjustments to its sewer bills. The Town will bill such sewer charges as are mandated by MSD and the sewer customer shall remain responsible for any and all amounts due unless MSD has agreed to a sewer billing adjustment.

Section 3. Waterline Break Protection

Optional coverage for water line break coverage is available for certain water customers through ServLine. Waterline break protection is voluntary and, if added, can provide up to \$10,000 in coverage for repair and/or replacement of broken waterlines. For more information on waterline break protection or to add this coverage please contact ServLine at 828-658-8600.


Section 4. How to Contact ServLine

All questions or comments concerning this water leak protection policy should be directed to ServLine at 828-658-5600.

Section 5. Effective Date – This policy shall be effective beginning July 1, 2018.

ADOPTED BY TOWN COUNCIL THIS this 21st day of May, 2018.

TOWN OF WEAVERVILLE:



Allan P. Root, Mayor

ATTESTED BY:



Derek K. Huninghake, Town Clerk