

P. O. BOX 705
210 LINDEN STREET
APPOMATTOX, VA 24522

PHONE: (434) 352-8268
FAX: (434) 352-2126
www.townofappomattox.com

TOWN MANAGER
GARY L. SHANABERGER

Town of Appomattox



MAYOR
PAUL D. HARVEY

COUNCIL MEMBERS:
JAMES J. BOYCE, SR
STEVEN T. CONNER
JONATHAN D. GARRETT
TIMOTHY W. GARRETT
CLAUDIA G. PUCKETTE
MARY LOU SPIGGLE

CLERK OF COUNCIL
ROXANNE W. CASTO, MMC

INCIDENTS AND LIABILITY

Section 1. PURPOSE

The purpose of this document is to state the policy of the Town of Appomattox ("Town") with regard to incidents that impact private property. Incidents may include, but are not limited to, damages to property caused by sewer backups, sewer overflows, and water from ruptured waterlines.

Section 2. POLICY

After being informed of an incident, the Town will endeavor to take the following actions:

- A. The Town will investigate the incident to try to determine the cause of the incident.
 1. The Town will need access to the location where the damage occurred.
 2. The Town will investigate the causes of the backup, including the history of any prior problems of that section of the line where the backup took place.
 3. The Town will seek permission to enter the premises and photograph the damages; a form titled "Permission to enter premises and non-waiver of Defenses" must be signed prior to Town staff entering the property.
 4. Photographs will be taken, and a report will be prepared by the Town of the findings.
 5. The Town will inform the property owner that they have an affirmative duty to mitigate their damages, regardless of who may be at fault for causing said damages. This includes, but is not limited to, hiring a plumber and/or a mitigation company to perform cleanup services, as necessary; the Town will further strongly recommend that the property owner report the incident to their property owner's insurance carrier. The Town will not provide any plumbing or cleanup services, nor will they hire contractors to perform these services.
- B. If the damage was caused due to problems that occur in private facilities (customer service lines, customer laterals, etc.), the Town will report to the property owner that it will be the property owner's responsibility to correct the problems and repair the damages.
- C. If the damage was caused due to problems related to the systems under the control of the Town, the Town will report the incident to its liability insurance carrier for further investigation to determine legal liability, if any, as to the Town. It is the sole decision of the Town's liability insurance carrier to determine negligence on the part of the Town and whether they will compensate the property owner for damages occurred due to the incident.

Section 3. REVISIONS

- A. This policy was approved and adopted by the Appomattox Town Council on 11/27/2018, effective 11/28/2018.

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Exhibit RP2

PERMISSION TO ENTER PREMISES AND NON-WAIVER OF DEFENSES

Name of Person Requesting Service:	
Property Address:	
Telephone Number:	
Nature of Problem:	
Requesting Party's Interest (owner, tenant, other):	
Additional Information:	

Please complete this template by filling in the blanks before providing a copy to the public.

I HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. I have requested the assistance of the Town of Appomattox in correcting a problem at the address listed above.
2. Any assistance provided by the Town of Appomattox is voluntary and shall not constitute an admission of responsibility for the problem or waiver of any defenses to any claims whatsoever.
3. Any assistance by the Town of Appomattox shall not obligate the Town of Appomattox to continue any assistance.
4. The Town of Appomattox expressly reserves any and all defenses to any and all claims of whatsoever nature.
5. I have read this agreement, understand its terms fully, and understand that it is binding on me.
6. I have received a copy of this agreement.

READ CAREFULLY BEFORE SIGNING

Signature of person completing this report

Date