

## Billing/Leak Adjustments Policy

### ***POLICY STATEMENT***

1 ... The need to adjust a utility bill may be evident by a customer complaint of excessive billing or evidence of leakage on the customer side of the meter.

2 ... It is the customer's responsibility to keep their plumbing system in good working order.

3 ... WBUD will only give one (1) leak adjustment per occurrence and that adjustment will be on only one (1) bill in a twelve (12) month period per customer.

4 ... WBUD will first determine that the meter was properly read. If an investigation of the meter and meter records establishes that the meter was misread or that there was a failure of utility equipment, adjustments may/shall be made by the manager or his/her designee. There will be no penalty assessed in the event the adjustment procedure delays payment past the penalty date.

5 ... If an investigation of the meter and meter record establishes that the meter was properly read and that there was no failure of utility equipment, the bill will remain valid and payable.

***Improper meter reading***

6 ... If the customer questions the accuracy of the meter, the customer may pay the utility bill in question plus a meter testing deposit of see *Schedule of Rates and Charges* for (residential meters) and (commercial or industrial meters). WBUD will remove the meter and ship it to the manufacturer or have a recognized meter testing company test the meter on site. WBUD will pay all costs associated with the testing of the meter.

***Testing of customer meter and amount to be charged***

If the meter proves to be accurate within guidelines established for used meters by the American Water Works Association (AWWA), it is deemed to be accurate. If the meter tests accurate, the customer forfeits the meter testing deposit. If the meter does not meet AWWA accuracy standards, WBUD shall refund the meter testing deposit to the customer and repair or replace the meter.

7 ... To be adjusted, the leak must not be readily evident to a reasonable person (such as leaks that are underground, within walls or under floors) or the leak must occur while occupants are away from the premises.

***No adjustments  
for causes on  
customer side of  
meter***

8 ... The customers of WBUD shall NOT subsidize the extraordinary water use of any one customer if it is caused by other reasons. Examples include, but are not limited to; Adjustments on WATER bills will NOT be made on the following:

- (1) Routine dripping faucets, or any type of faulty customer plumbing, examples include but not limited to:
  - a. Fire Sprinkler System,
  - b. Lawn Irrigation System,
- (2) Premises left or abandoned without reasonable care for the plumbing system;
- (3) Filling of swimming pools; and
- (4) Watering of lawns or gardens.
- (5) Filling of Ponds,
- (6) Watering Cattle

9...Leak protection is for the primary water line from the water meter to the primary residence/business and described in paragraph seven (7) of this policy. Detached garages, barns, sheds or any other facility and the water line going to that; will not qualify for leak adjustment.

***Adjustments  
only for utility  
equipment  
failure***

10 ... It is the policy of virtually many water utilities, and it shall be the policy of WBUD to have the customers of WBUD subsidize the bill of any one customer only when there is an inaccurate meter or utility equipment failure. WBUD may make adjustments to bills under certain conditions. Examples include, but are not limited to the following:

- a) Damaged meters;
- b) Damaged AMR devices;
- c) Frozen meters;
- d) Leakage on the customer's side of the meter that is caused by the utility.

11.... Businesses may receive a leak adjustment given by WBUD and must meet this policy, except for paragraphs fifteen (15); twenty-three (23); twenty-four (24); and twenty-six (26) through twenty- eight (28) of this policy.

12 ... If an adjustment of the customer's bill is warranted due to an inaccurate meter or due to the failure of equipment that is the responsibility of WBUD, the amount of the bill will be determined based on an average for the billing period for the last six (6) months. Businesses must have at least 6 months of consumption.

13 ... Customer's leak consumption must be greater than triple their six-month average (do not count the month of the leak), before an adjustment can be made.

14 ... Leaks that are greater than triple the customer's six-month average:

a) Residential Customers:

a. Average the six months around the leak  
(do not count the month of the leak);

i. Example 1:

Average Bill is \$50.00

Month of Leak is \$150.00

No leak adjustment is given, not greater than triple their six-month average.

ii. Example 2:

Average Bill is \$50.00

Month of Leak is 150.01

Customer will pay \$50.00 and ServLine will pay the remaining up to \$2,500 dollars of the bill for residential customers.

- b) Business Customers:
  - a. Average the six months prior to the leak  
(do not count the month of the leak);

- i. Example 1:  
Average Bill is \$50.00

- Month of Leak is \$150.00

- No leak adjustment is given, not greater than triple  
their six-month average.

- ii. Example 2:  
Average Bill is \$50.00

- Month of Leak is 150.01

Leak Example:

Leak Amount: \$5,455.95

Average Bill: \$387.20

$$5,455.95 - 387.20 = 5,068.75 / 2 = 2,534.38$$

50% of Bill: \$2,534.38

50% of Bill plus Avg. Bill: \$2,921.58 – \$2,500.00 (WBUD  
max amount) = \$421.58 (remaining amount over \$2,500)

Customer Pays: 50% of Bill + remaining amount over \$2,500

$$2,534.38 + 421.58 = 2,955.95$$

15 ... If a six-month consumption is not available, WBUD must have at least two months of water usage before adjusting leak.

***Requests for adjustments***

16 ... The customer must show proof that the leak is fixed before any adjustment can be given, Examples include but are not limited to the following:

- a) invoice of repairs or;
- b) receipt where parts were purchased;
- c) customer writes a statement explaining they had parts and fixed the leak.

17 ... All requests for billing adjustments must be received by phone, in writing or in person at the business office of WBUD during regular business hours or official meetings of WBUD. Residential customer must request Leak Adjustments through the Claims number for ServLine. Commercial customers will request leak adjustments to WBUD main office.

18 ... WBUD may be under no obligation to extend the discount or due date or the time for paying any bills because the customer disputes the amount of the bill.

19 ... WBUD shall not be obligated to make adjustments of any bills not contested within thirty (30) days from the due date of the bill contested.

20 ... WBUD shall not be obligated to make adjustments of any bills if paragraph sixteen (16) of this policy has not been met within sixty (60) days from the due date of the bill contested.

21...WBUD may give a leak adjustment for a fire or man-made disaster that results in a total loss of the dwelling.

The customer must provide proof of the total loss by a letter or other documentation from their insurance company or from a government agency, i.e. but not limited to the following: Codes Enforcement, State Fire Marshal Office, Local Fire Chief, Emergency Management, Office of Emergency Services, WBUD will determine if the appropriate government agency meets the above examples.

The customer shall pay an average bill or if the customer does not have a billing history the customer shall pay a minimum bill. At a minimum, the customer shall pay the utilities “Minimum Bill.”

22...The customer must install a shut-off valve in accordance of the “Tap and Meter Policy” before any adjustment can be given.

23...If the customer de-enrolls or opts out of leak protection; the customer is responsible for 100% of the bill.

24...Leak protection is only for residential customers and the customer will be automatically enrolled. If the customer does not want leak protection, the customer must de-enroll or opt out with ServLine or when they sign up for water service.

25...Leak protection for residential customers will cover up to a maximum of \$2,500, greater than \$2,500, the customer is responsible for 100% of the remaining bill. *Leak adjustments for businesses will be done through WBUD. WBUD will cover 50% over the average bill up to a maximum of \$2,500 for businesses. Businesses will pay their calculated average bill, 50% of the remaining amount up to \$2,500 and 100% over \$2,500.*

26...Only the account holder can request leak adjustments and enroll or de-enroll or opt out of Leak Protection or Line protection services.

27...A thirty (30) day waiting period is required when enrolling into Leak Protection if the customer de-enrolled or opted out.

28... A thirty (30) day waiting period is required when enrolling into Line Protection.

29... Excess water charges from leaks on sprinkler water lines, irrigation system water lines, water lines to swimming pools, water lines to other structures (watering troughs, docks, yard hydrants are examples, but not limited to), or similar water line connections to the main water line from the meter to the house are not covered.

29... A customer who receives their first (1<sup>st</sup>) or second (2<sup>nd</sup>) bill with a leak amount greater than \$300.00 and will meet this policy, will be able to receive assistance. The customer must pay \$100.00 and All penalties of that bill to WBUD. Once the customer has met paragraph fifteen (15) of this policy, ServLine will be able to process their claim. If the claim is denied by ServLine or WBUD, than the customer is 100% responsible for the entire bill.

30...If a customer pays a bill that has excess charges due to a leak and then the customer receives an adjustment from the Leak Protection program, the customer can request a refund if the customer has a credit balance. The customer can only receive the maximum amount the Leak Protection program paid WBUD, less the amount owed to WBUD at the time of refund. The customer must request the refund in writing to WBUD.

## **Wastewater Leak Adjustments**

31... WBUD will consider adjusting a customer's wastewater bill when a leak does or does not qualify for an adjustment for water provided the water does not enter WBUD's wastewater system.

The wastewater leak adjustment will be given by WBUD and must meet this policy, except for paragraphs twenty-three (23) through twenty-eight (28) of this policy.

WBUD will **not** give adjustments on the following; Examples include, but are not limited to; Adjustments on Wastewater bills will NOT be made on the following:

- (1) Routine dripping faucets, or any type of faulty customer plumbing, examples include but not limited to:
  - a. Fire Sprinkler System,
  - b. Lawn Irrigation System,
- (2) Premises left or abandoned without reasonable care for the plumbing system;
- (3) Filling of swimming pools; and
- (4) Watering of lawns or gardens.
- (5) Filling of Ponds,
- (6) Watering Cattle

**Strict interpretation of this policy may be deviated by/from General Manager.**

**Adoption Date: April 13, 2017**

**Effective Date: April 13, 2017**