

ORDINANCE NO. 04-16-2015

An Ordinance amending Ordinance No. 7-20-2005 concerning the requirements by which a customer can qualify for the District's leak adjustment program as well as defining the method by which any leak adjustment would be calculated.

WHEREAS, the District previously passed Ordinance No. 7-20-2005 which in Article 1.11 allowed for the District to provide reasonable adjustments to a customer's bill due to hidden leakage;

WHEREAS, the District desires to clarify the requirements that need to be met in order for a customer to be considered for a leak adjustment as contemplated in Ordinance 7-20-2005;

WHEREAS, the District also desires to define the methodology by which a leak adjustment for a customer, as contemplated in Ordinance 7-20-2005, will be calculated;

WHEREAS, the District desires to amend Ordinance 7-20-2005 by including Article VII, with subparts, that would both clarify the requirements for a customer to be considered for a leak adjustment as well as define the methodology by which any leak adjustment would be calculated;

THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE LAKE SANTEE REGIONAL WASTE AND WATER DISTRICT:

Ordinance No. 7-20-2005 is hereby amended as follows:

ARTICLE VII **LEAK ADJUSTMENT PROGRAM**

7 **Abatement for leakage.** Abatements, allowances, deductions, refunds, and or appeal may be made on actual or alleged excessive use of water as a result of leakage on the customer's premises. The Water Works may grant reasonable adjustments for "hidden leakage". No more than (1) hidden leakage adjustment shall be granted in any (3) year period. No allowance, under any circumstances, shall be made for water used, lost or wasted through carelessness or neglect. The meter reading of a properly tested and accurate meter shall be the final factor in determining the water used by the customer.

7.1 The customer is ultimately responsible for any leaks that occur past the water meter and the costs associated with those leaks. As a courtesy, the RWWD

currently offers a hidden leak adjustment program to customers who qualify for the adjustment. In addition to any other requirements set forth in the RWWD Governing Documents, the following additional conditions must be met by the customer in order to be considered for a leak adjustment by the RWWD.

- a) Payment on all water and sewer bills for this account, and all accounts held under this customer's name, must be current, including the bill for which the customer is requesting an adjustment. If an adjustment is granted, the adjustment will show up as a credit on the next billing cycle after the adjustment is approved by the RWWD Board at its regularly scheduled monthly meeting.
- b) Evidence must indicate that a leak exists or had existed. Documentation in the form of paid repair invoices, photographs or video of the leak, and photographs of the resultant damage may be requested by the RWWD. A RWWD representative may inspect the customer's property to determine if the leak claim is credible.
- c) Repairs must be completed prior to requesting an adjustment. Documentation in the form of paid invoices or signed work orders that the repairs are complete may be requested by the RWWD. A RWWD representative may inspect the repairs to confirm the repairs appear complete before restoring service. Even though the RWWD may confirm that the repairs appear complete, the RWWD will not "approve" the repairs nor in any way assume any liability associated with the repairs. The customer is responsible to ensure the repairs conform to all of the appropriate governing authorities' requirements.

- d) A request for a billing adjustment must be made in writing and submitted to the RWWD office within 90 calendar days of either 1) the customer being notified of the potential leak by the RWWD, or 2) the date that the leak was first observed, whichever occurs first. Requests made after this 90 calendar day period will not be considered. The request must be submitted on the approved form available from the RWWD office.
- e) Repairs to address the leak are to be completed by the customer as expeditiously as possible. The RWWD defines the term “repair period” as 30 calendar days from either 1) the customer being notified of the potential leak by the RWWD, or 2) the date that the leak was first observed, whichever occurs first. Notification to the customer by the RWWD may be by phone.
- f) An adjustment will not be considered for any water or sewer usage beyond the repair period. If repairs are not completed by the customer by the end of the repair period, the RWWD will record the meter reading on the first business day following the repair period. Any adjustment that might be considered will be based on the information gathered from this meter reading.

7.2 Adjustments will be calculated as follows:

- (a) The average monthly water/sewer bill costs for the previous 12 months will be calculated for the water portion and for the sewer portion. If the customer has owned the property less than 12 months, the monthly average will be calculated on the duration the customer has owned the property.

- (b) The actual monthly water usage based on meter readings will be obtained and the water/sewer bill for that usage amount will be calculated.
- (c) The overage costs will be defined as the actual monthly cost in excess of the average monthly cost for both the water portion and sewer portion of the bill.
- (d) If the leaked water DID NOT enter the sewer system, the maximum adjustment will be equal to 50% of the water overage cost plus 100% of the sewer overage cost.
- (e) If the leaked water DID enter the sewer system, the adjustment will be equal to 50% of the water overage cost plus 50% of the sewer overage cost.

Approved and adopted by the Board of Trustees of the Lake Santee Regional Waste and Water District this 16TH day of APRIL, 2015.

BOARD OF TRUSTEES:

James E. Hartung

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Scott Gibbs

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[Signature]