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Customer Procedure for Leak Adjustments Related to Hurricane Ike

If you have a high usage due to a leak caused by Hurricane Ike, you can request a leak adjustment in accordance with District policy. The steps to receive the adjustment and/or to appeal the charges are as follows:

1. Contact the District office before the due date on the bill and request a leak adjustment. Be sure to state that the leak is due to Hurricane Ike. ***This adjustment is only applicable to the first meter reading you receive after the storm.***
2. We will calculate the adjustment for you in accordance with the attached policy. You will also be given the opportunity to pay the bill in up to six monthly installments.
3. If you would like to accept the adjustment, sign the leak adjustment form and return it to our office before the due date on the bill.
4. You will also be offered a deferred payment agreement that will allow you to pay the amount due in up to six installments. If you would like to accept the deferred payment agreement, please sign the form and return it to our office with your first payment.
5. You will be billed monthly for the remainder of the balance due in accordance with the deferred payment agreement. Failure to make a payment by the due date will result in termination of the agreement and water service will be terminated. Reinstatement of water service will require full payment of the balance due and any fees assessed in accordance with District policy.

THE POLICY BEGINS ON THE NEXT PAGE

BOLIVAR PENINSULA SPECIAL UTILITY DISTRICT

SUBJECT:

HURRICANE IKE LEAK ADJUSTMENT

A-11

PURPOSE

To allow assistance to customers that incurred a high usage water bill due to a leak caused by Hurricane Ike, and to set forth guidelines for leak adjustments and deferred payment option.

APPLICABILITY

This policy applies to all customers receiving water service from the District on September 13, 2008.

POLICY

1. If on the first bill where a meter reading was obtained by the District after Hurricane Ike, a customer learns there was a high usage they can request a "Hurricane Ike Leak Adjustment" by contacting the District office. The request for the leak adjustment must be made by the fifteenth day of the month in which the bill was received.
2. The leak adjustment will be calculated by District personnel and will be calculated as indicated on *Attachment A* of this policy. The leak adjustment will allow for payment of the base rate, usage up to 20,000 gallons (less the included 2000 gallons) will be billed at \$3.00 per 1000 gallons and usage over 20,000 gallons will be billed at \$1.00 per 1000 gallons.
3. The leak adjustment form must be signed by the customer and returned to the District office before the adjustment will be reflected on the customer's account. The leak adjustment will not be valid without the account holder's signature on the leak adjustment form and until is received in the District office. The leak adjustment form must be submitted to the office within twenty-five (25) days from the billing date. The leak adjustment form can be faxed, mailed, or e-mailed to the office by the customer.
4. In accordance with the District's Service Policy, customers are allowed only one (1) leak adjustment in a twelve month period. However, a leak adjustment due to Hurricane Ike will not count as the leak adjustment allowed in a twelve month period.
5. Customer's requesting the leak adjustment will also be offered a Deferred Payment Agreement allowing them up to six (6) months to pay the affected bill (see *Attachment B*).
6. The deferred payment agreement form must be signed by the customer and returned to the District office before payment plan will be reflected on the customer's account. The deferred payment agreement will not be valid without the account holder's signature on the leak adjustment form and until it is received in the District office. The deferred payment agreement form can be faxed, mailed, or e-mailed to the office by the customer.
7. All new charges and the monthly portion of the adjusted bill are due by the indicated due date on the bill. In accordance with the District's Service Policy, customers are allowed up to three (3) deferred payment agreements in a twelve month period. However, the deferred payment agreement allowed for a leak caused by Hurricane Ike will not be counted as one of the three agreements allowed in a twelve month period.
8. Failure to pay by the required due date will result in assessment of a late fee on the new charges and/or the monthly adjusted amount due. (Late charges will not be assessed on the balance of the deferred amount). If payment is not received by the final due date, service will be disconnected and the deferred payment agreement shall become null and void. Reconnection of water service will require payment of the entire balance due, payment of a collection fee and may require a customer deposit upgrade to the current amount. No additional deferred payment arrangements can be made after service is disconnected for nonpayment.
9. The above policy will expire one year following the date service was restored to a customer's subdivision or area.

