

**POLICY TITLE: Water Leak Adjustment Policy**

POLICY NO: PP-005

LAST REVISION DATE: 7/1/2018

EFFECTIVE DATE: January 1, 2022

MANAGER REVIEWED: Kirk Weaver

TO BE REVIEWED: January 2027

MAINTENANCE RESPONSIBILITY: Senior Policy Advisor, Financial Planning,  
Administration & Policy Division

**Section 1. City and Customer's Responsibilities**

As outlined by the City's Waterworks By-law, the City's ownership and maintenance obligations for the water distribution system includes the public water mains and the portion of the water service line up to and including the water curb valve located at the property line. The water meter is owned and maintained by the City.

The property owner is responsible for the water service line from the water curb valve to the structure, as well as, the premise plumbing and fixtures. It is the customer's responsibility to keep their 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 City of Hamilton has partnered with ServLine by HomeServe (ServLine) to provide the City's residential water customers with water leak adjustment coverage of one (1) adjustment of up to \$2,500 for leaks on the customer's premises during any 24-month rolling period. This coverage provides payment of unexpectedly high water bills due to qualifying leaks. See Item F below for services impacted by this protection. 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 City water utility bill that is twice the average water bill of that customer calculated over a twelve (12) month period, up to a maximum adjustment of \$2,500 during any twenty-four (24) month period. For water customers who have been on the City's water system for less than twelve (12) months, a water leak adjustment will not be made until at least three (3) months of average usage has been established.

A leak is defined as an unintentional water loss caused by broken plumbing fixtures and / or pipes within a residence or building. A leak occurs when there is a failure of the plumbing system to do what it was designed to do.

**B. Non-Qualifying Leaks or Usage** - The following leaks or use of water do not qualify for a water leak adjustment under this policy:

1. Residential customers who do not have an individual water meter and / or the meter is greater than 50mm in size;
2. Mastered metered Residential;
3. Industrial, Commercial and Institutional customers;
4. Leaks associated with structures that have been left or abandoned without reasonable care for the plumbing system (i.e. unattended homes that have not had the building control water valve turned off inside the structure and water drained from plumbing system or homes that have been left for any period of time without heat);
5. Leaks on water service lines, irrigation systems or irrigation lines;
6. Filling of water features, fountains or fish ponds or leaks associated with water features;
7. Filling of, leaks associated with, and / or general water usage associated with outdoor recreational activities such as, but not limited to, hot tubs, pools, slip-n-slides and sprinklers;
8. Watering of lawns or gardens and washing or pressure-washing driveways, cars, windows or siding of any structure;
9. Negligent or intentional acts such as leaving water running (i.e. failing to winterize outside water faucets, leaving the outside faucet on, interior faucets left running, and / or any other water left on in the home without a faulty plumbing issue), meaning there must be an actual break and repair for leak reimbursement, neglect of private property;
10. Leaks in any structure other than the primary residential structure, such as, but not limited to, detached garages or storage buildings;
11. Water loss due to theft, vandalism or construction damage;
12. Leaks associated with water using equipment prohibited by the City's Waterworks By-law (for example, municipal water-powered backup sump pumps).

**C. Submission of Claims**

1. Claims must be submitted to ServLine within sixty (60) 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, bill from plumber, receipt for repair parts utilized by the homeowner for repair, meter consumption information, when available).
3. Contact ServLine to initiate a claim.

**D. Limitations** - A leak adjustment can encompass no more than four (4) billing cycles. No customer shall receive more than one (1) leak adjustment during any twenty-four (24) 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. Customers who qualify for leak adjustments will be responsible for paying their four-month average bill. ServLine will pay up to \$2,500 of an excess water bill resulting from a qualifying leak. Amounts in excess of \$2,500 will continue to be the responsibility of the Customer.

**E. Enrollment** – As of January 1, 2022, all Residential customers who have an individual water meter up to 50mm in size are transitioned into the enhanced program, for the water leak adjustment coverage through the City's partner, ServLine. Qualifying new Residential Customers are automatically enrolled.

**F. Services Impacted** - Leak adjustments approved are applicable to water and wastewater / storm charges.

### **Section 3. Contacting ServLine**

All questions concerning this water leak adjustment policy should be directed to ServLine who administers the program on the City's behalf.