

SUBMETERING

Section 1. PURPOSE

In order to support customers that own property that is rented, leased, or otherwise occupied and to provide billing services to the occupants of said property, the Bedford Regional Water Authority (“AUTHORITY”) has developed this policy.

Section 2. DEFINITIONS

- A. AGREEMENT: A SUBMETER AGREEMENT that is executed between the AUTHORITY and the LANDLORD governing the terms of the submetering program.
- B. LANDLORD: The owner of the PROPERTY that is available for rent, lease, or otherwise being occupied.
- C. LANDLORD AUTHORIZATION FORM: A form that is provided by the LANDLORD giving the AUTHORITY the authorization to directly bill the TENANT.
- D. MASTER METER: The primary meter used by the AUTHORITY to measure and control the flow of potable water to a PROPERTY. The AUTHORITY will bill the LANDLORD for any usage or charges that are not billed or paid for by the TENANTS. The MASTER METER will be the point of disconnect in accordance with the AUTHORITY’s billing and payments policy.
- E. PROPERTY: The structure(s) that are served by a MASTER METER.
- F. SUBMETER: Any meters, valves, and appurtenances related to measuring and controlling the flow of potable water on the LANDLORD’s side of MASTER METER.
- G. TENANT: The renter, lease holder, or occupant of the PROPERTY owned by the LANDLORD.

Section 3. REQUIREMENTS

- A. In order to qualify for the use of the SUBMETER program, the entire PROPERTY must have SUBMETERs installed by the LANDLORD such that all of the domestic flow going through the MASTER METER will be billed by the AUTHORITY through the SUBMETERs. With the exception of fire flow usage, the entire property must be billed by the AUTHORITY through either the SUBMETERs to the TENANT or the MASTER METER to the LANDLORD; split and/or partial billing is not allowed.
- B. The LANDLORD must execute a SUBMETER AGREEMENT with the AUTHORITY before any services will be provided.
- C. The LANDLORD must provide a LANDLORD AUTHORIZATION FORM for every TENANT that is served by a SUBMETER and billed by the AUTHORITY.
- D. In accordance with the AUTHORITY’s deposit policy, a deposit is required for each TENANT. The deposit will remain on file with the AUTHORITY for the duration of the period in which the TENANT is a customer of the AUTHORITY.

Section 4. RESPONSIBILITIES

- A. The AUTHORITY will own and maintain the MASTER METER.
- B. The LANDLORD will own and maintain the SUBMETERs.
- C. The AUTHORITY will remotely read the SUBMETERs, and will invoice the TENANT in accordance with the billing and payments policy at the rates published in the rates policy.

SUBMETERING

- D. When a TENANT's bill is not paid to the AUTHORITY, the LANDLORD will receive a copy of the past due statement. The LANDLORD must then work with the TENANT to ensure that payment is made to the AUTHORITY for the past due balance.
- E. The LANDLORD will disconnect the TENANT's service in the event that the TENANT's account is not paid to the AUTHORITY.
- F. The LANDLORD will be responsible for paying the AUTHORITY for any outstanding balance from billing statements that are not paid to the AUTHORITY by the TENANT.

Section 5. TERMINATION

- A. The AUTHORITY may terminate this agreement:
 - 1. When a TENANT's outstanding balance as billed through the SUBMETER is not paid to the AUTHORITY by the TENANT or the LANDLORD within 15 days of the past due notice being sent, the AGREEMENT may be terminated immediately.
 - 2. When the terms of the AGREEMENT and/or the requirements of this policy are not met, the AGREEMENT may be terminated within 30 days' notice.
 - 3. At any time with at least 90 days' notice to the LANDLORD.
- B. The LANDLORD may terminate the AGREEMENT at any time, with at least 90 days' notice.
- C. In the event that the AGREEMENT is terminated, the outstanding balance of all the SUBMETERs will be transferred to the MASTER METER account and will be payable by the LANDLORD.

Section 6. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on October 4, 2016, effective November 1, 2016.