

RESOLUTION NO. 2018-03

**A RESOLUTION OF SUMMIT COUNTY SERVICE AREA NO. 3  
TO REPEAL AND REPLACE REGULATION NO. 2017-10 AND TO ADOPT POLICIES  
AND PROCEDURES TO GOVERN BILLING ADJUSTMENTS FOR WATER LEAKS**

***PREAMBLE***

WHEREAS, Summit County Service Area #3 (“**Service Area**”) is authorized under Section 2-27-1 of the Summit County Code to operate and maintain a culinary and irrigation water system, and

WHEREAS, Customers connected to the Service Area’s water system are responsible for all water lines and other infrastructure that begin at the coupling on the Customer’s side of the water meter; and

WHEREAS, in 2017, the Service Area adopted Regulation No 2017-10 to authorize and govern the process by which Customers may request billing adjustments to account for water leaks that may occur in the water lines that are their responsibility; and

WHEREAS, the Service Area desires to adopt the attached regulation to repeal and replace Regulation 2017-10; and

WHEREAS, the Board of Trustees has reviewed attached regulation and believes that adopting the regulation will be in the best interests of the Service Area and its Customers.

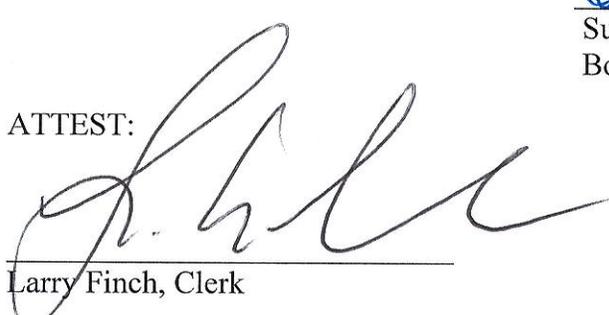
**NOW, THEREFORE**, be it **RESOLVED** by the Board of Trustees of the Summit County Service Area #3 hereby repeals Regulation 2017-10 in its entirety and adopts and approves the attached water leak regulation.

ADOPTED AND PASSED this 15<sup>th</sup> day of March, 2018.

SUMMIT COUNTY SERVICE AREA NO. 3

  
\_\_\_\_\_  
Suzanne Carpenter, Chair  
Board of Trustees

ATTEST:

  
\_\_\_\_\_  
Larry Finch, Clerk

VOTING

Trustee Carpenter voting	<u>yes</u>
Trustee Finch voting	<u>yes</u>
Trustee Galoostian voting	<u>yes</u>
Trustee Keblish voting	<u>ABSENT</u>
Trustee Montgomery voting	<u>yes</u>
Trustee Olson voting	<u>ABSTAIN</u>
Trustee Pao-Borjigin voting	<u>yes</u>

## WATER LEAK BILLING ADJUSTMENT POLICY

1. **PURPOSE AND SCOPE:** The purpose of this policy is to provide Service Area #3 ("SCSA#3") with a written policy to guide SCSA#3's Water Operator, or other person delegated the responsibility by the Board of Trustees, in making recommendations to the Board of Trustees regarding billing adjustment requests. This policy will only apply to water leaks on the Customer (or property) side of a water meter due to circumstances that are beyond the reasonable control of such consumer, such as mechanical malfunctions, blind leaks, thefts of water by others, vandalism, unexplained water loss or other unusual or emergency conditions. No adjustment will be made for spa or pool usage or preventable/readily accessible leaks, such as toilet leaks, leaking faucets, leaking hoses bib, etc. For this policy, "Customer" is defined as a municipal water user who receives water from SCSA#3's municipal water system. This policy does not apply to agricultural water Customers.

2. **CUSTOMER RESPONSIBILITIES:** Customers shall have the following responsibilities:

a. Customers are responsible for all water lines and other infrastructure that begin at the coupling on the Customer's side of the water meter. Any leaks in the water line that are the responsibility of a Customer must be repaired, by the Customer, solely at their expense. No adjustment or credit will be applied to the water bill for the Customer for property-side leaks, damage, deterioration, or other factors except as defined within this policy.

b. The Customer is responsible for monitoring higher than expected usage. Customers must investigate higher than expected usage to determine if the usage was caused by a property-side leak. Customers will promptly repairs leaks within 14 days after learning of a leak. Upon request by a Customer, the SCSA#3 Water Operator or other person delegated the responsibility by the Board of Trustees will perform an on-site visit, at no cost to the Customer, to assist the Customer in locating and determining the steps needed to repair the leak.

3. **BILLING ADJUSTMENT CRITERIA:** The SCSA#3 Water Operator, or other person delegated the responsibility by the Board of Trustees, may recommend that the Board adjust water billings when the Water Operator reasonably determines that all of the following requirements are met:

a. The Customer fully completed and submitted the "Courtesy Leak Adjustment Application" found in Paragraph 7 of this Regulation to SCSA#3's Water Operator, or other person delegated the responsibility by the Board of Trustees, within 30 days from the bill due date for the period in which the loss occurred.

b. Repairs were performed within 14 days from the bill due date for the period in which the loss occurred. Documentation of the repair must be submitted with the Courtesy Leak Adjustment Application.

c. The Customer must not have received another billing adjustment within the 24 months preceding the date of receipt of the Courtesy Leak Adjustment

Application by the Water Operator or other person delegated the responsibility by the Board of Trustees. The 24 month period begins the first month of the billing period following the billing period the Leak Adjustment Application covered. For example, if the Leak Adjustment Application was for a bill covering January and February, the 24 month period commences on March 1.

d. The Customer's account must be in good standing at the time of the Courtesy Leak Adjustment Application's submission.

e. Excess usage, as a result of a property-side leak, must exceed at least 150% of "Normal Consumption" compared to the same billing period for the prior two years. Normal Consumption shall be determined by using historical averages when available.

**4. ADJUSTMENT CALCULATION:** If the Water Operator, or other person delegated the responsibility by the Board of Trustees, determines that the high usage qualifies for an adjustment, they will calculate a proposed adjustment for the Board to consider by performing each of the following steps:

a. Calculate the Customer's "Average Water Usage" during the 24 months the preceded the month in which the Customer filed the Courtesy Leak Application.

b. Subtract the Average Water Usage from the actual billed usage for the month in which the leakage occurred. The difference in usage is the "Adjustment Usage," which would be calculated at the lowest-tier rate.

c. Credit to the Customer 75% of the Adjusted Usage.

**5. ADJUSTMENT LIMITATION:** The proposed property-side billing adjustment calculated by the Water Operator, or other person delegated the responsibility by the Board of Trustees, under Paragraph 4 shall be limited to one billing period. For example, if a leak persisted over more than one billing cycle, the Customer shall only receive an adjustment for excess water usage that occurred during one billing cycle.

**6. BOARD DISCRETION:** The Board of Trustees must approve all billing adjustment requests and is not bound by the Water Operator's recommendations regarding a requested adjustment. Nothing in this policy will limit or infringe upon in any way the Board of Trustees' authority and discretion to review, grant, or deny a billing adjustment request.

**7. COURTESY LEAK ADJUSTMENT APPLICATION:** Customers shall use the following form when submitted a "Courtesy Leak Adjustment Application" to the Water Operator, or other person delegated the responsibility by the Board of Trustees:

SUMMIT COUNTY SCSA#3

COURTESY WATER LEAK ADJUSTMENT APPLICATION

*LEAK ADJUSTMENT PROGRAM:*

If you have a property-side leak and your water bill is high (at least 150% of your normal consumption compared to the same billing period for the prior two years), you may apply for a courtesy leak adjustment, after you have repaired the leak. Customers are responsible for all water lines that begin at the coupling on the Customer's side of the water meter. Any leaks in the line which are the responsibility of the Customers must be repaired by the Customer, solely at their expense.

DOCUMENTATION AND RECEIPTS SHOWING THAT THE REPAIRS HAVE BEEN MADE MUST BE ATTACHED TO THIS COMPLETED FORM

Upon receipt, of a completed Courtesy Leak Adjustment Application, the SCSA#3 will review the account for compliance with the program conditions.

I certify that I understand the requirements in this form and that to the best of my knowledge the above information is true.

Customer Name: \_\_\_\_\_ (please print)

Water Account Number: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return to: Chris Bullock at [chris@scsa3.org](mailto:chris@scsa3.org)