

**REGULATION NO. 2017-10**

**A REGULATION OF SUMMIT COUNTY SERVICE AREA NO. 3  
TO ADOPT POLCIES 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, the Service Area desires to adopt a policy to authorize and govern billing adjustments that account for water leaks that may occur in the water lines that are the responsibility of the customer, subject to certain conditions;

WHEREAS, the Service Area has prepared the attached policy, which the Service Area’s legal counsel has reviewed and approved; and

WHEREAS, the Board of Trustees has reviewed the below policy and believes that adopting it will be in the best interests of the Service Area and its customers.

**NOW, THEREFORE**, be it **RESOLVED** by the Board of Trustees of Summit County Service Area #3 the attached Water Leak Billing Adjustment Policy is hereby adopted.

[Signature on following page]

ADOPTED AND PASSED this \_\_\_ day of \_\_\_\_\_, 2017.

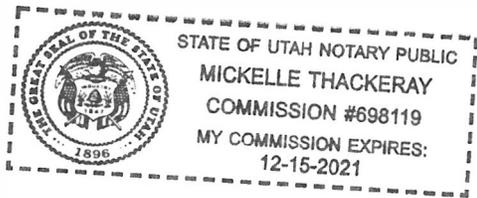
**BOARD OF TRUSTEES OF SUMMIT COUNTY SERVICE AREA NO. 3**

By:   
Title: Chairman  
VINCENT PAO-BORJIGIN

STATE OF UTAH            )  
  :SS  
COUNTY OF SUMMIT    )

On this 21 day of December, in the year 2017, Vincent Pao-Borjigin appeared before me and proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

  
NOTARY PUBLIC



# WATER LEAK BILLING ADJUSTMENT POLICY

1. **PURPOSE AND SCOPE:** The purpose of this policy is to provide Service Area #3 (“Service Area”) with a written policy to authorize billing adjustments for 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, 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 hose bibs, etc. For the purposes of this policy, the term “Customer” is defined as a municipal water user who receives water from Service Area’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 Service Area’s 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 Service Area Water Operator, or other person delegated the responsibility by the Board of Trustees, may adjust water billings when the Water Operator reasonably determines that all of the following requirements are met:

a. The customer notified the Service Area by completing and submitting the “Courtesy Leak Adjustment Application” found in Paragraph 6 of this Regulation

to the Water Operator 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 the Water Operator's receipt of the Courtesy Leak Adjustment Application. 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 it is determined the high usage qualifies for an adjustment, the adjusted bill will be calculated 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 rate."

**5. ADJUSTMENT LIMITATION:** The property-side billing adjustment is limited to one billing period. For example, if a leak persisted over more than one billing cycle, the

customer can only receive an adjustment for excess water usage that occurred during one of the billing cycles.

**6. COURTESY LEAK ADJUSTMENT APPLICATION:** Customers shall use the following form when submitted a "Courtesy Leak Adjustment Application":

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SUMMIT COUNTY SERVICE AREA #3  
COURTESY WATER LEAK ADJUSTMENT APPLICATION  
LEAK ADJUSTMENT PROGRAM

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.

If you have a property-side leak and your water bill is over 150% of your average bill for the last two years, you may qualify for a courtesy leak adjustment after you have repaired the leak. *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 Service Area Water Operator will review your account to determine your eligibility for a rate adjustment. If the program conditions are met, the Service Area will provide an adjustment to your bill.

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)**