

SUMMIT COUNTY SERVICE AREA #3

REGULATION NO. 2025-04

**AMENDING SUBSECTION 3.2 AND REPLACING SECTION 6.4 OF THE SUMMIT
COUNTY SERVICE AREA #3 WATER SERVICE REGULATION**

WHEREAS, it is necessary for the orderly administration of the facilities of Summit County Service Area #3 (the “**Service Area**”) to adopt rules and regulations governing water service and operations, the transfer of water rights into the Service Area, the construction and extension of distribution mains, storage and treatment facilities, and the transfer of water sources, facilities, and appurtenant easements to the Service Area; and

WHEREAS, the Board of Trustees desires to amend its water service regulation, currently numbered as Regulation No. 2024-01 (the “**Regulation**”), to: (i) modify the Service Area’s backflow inspection procedures in Subsection 3.2 to give residents the option of paying for the Service Area’s water operator to perform the annual inspection of their backflow preventer at cost or to hire their own qualified inspector; and (ii) replace Subsection 6.4 regarding the Service Area’s water leak forgiveness process to allow constituents to apply for leak forgiveness every two years instead of every three years and to make other technical updates and changes.

NOW, THEREFORE, be it **RESOLVED** by the Board of Trustees of the Summit County Service Area #3 that effectively immediately:

1. Subsection 3.2 of the Regulation is amended to incorporate the changes in **Exhibit 1**, which are depicted in the strikethrough and underlined text.

2. Subsection 6.4 of the Regulation is amended to include the changes depicted in **Exhibit 2**.

3. The leak forgiveness form is repealed in its entirety and replaced with the language attached as **Exhibit 3**.

4. That Service Area staff and contractors are instructed to revise any other applicable administrative forms, applications, notices, releases, or other documents to conform to the amended Subsections 3.2 and 6.4 attached to this regulation.

5. That Service Area staff and contractors are directed to incorporate these changes into the Regulation, to renumber the Regulation as “Regulation No. 2025-04,” and to update the Regulation’s pagination, formatting, and table of contents as needed to incorporate the changes to Subsections 3.2 and 6.4.

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees on this 20th day of May 2025.

SUMMIT COUNTY SERVICE AREA NO. 3



Scott Witkin, Chair

ATTEST:



Board Clerk

VOTING

John Ball voting	YEA
Jon Blum voting	YEA
David Olson voting	YEA
Rick Parisi voting	YEA
Derek Price voting	YEA
Karri Taix voting	YEA
Scott Witkin voting	YEA

EXHIBIT 1

3.2 Backflow Prevention and Cross Connection Control. All water connections to the Service Area's system, regardless of when made, will have an installed a backflow prevention assembly to protect the drinking water quality of the system. All such assemblies will be of a type or kind approved by the Utah Division of Drinking Water and included in the International Plumbing Code as amended and adopted by the State of Utah. Installation will be subject to the inspection and approval of the Service Area. All owners will comply with the backflow prevention and cross connection rules as promulgated by the Utah Division of Drinking Water. These rules are currently located at R305-105-12 of the Utah Administrative Code.

3.2.1 An approved backflow prevention assembly will be installed on each service line to a Customer's connection water system immediately down line of the water meter, but in all cases before the first branch line leading off the service line.

3.2.2 The type of backflow assembly required will depend upon the degree of hazard which exists at the point of cross connection, i.e., whether direct or indirect, as defined in the International Plumbing Code with amendments as adopted by the State of Utah.

3.2.3 All presently installed backflow prevention assemblies which do not meet the requirements of this Regulation but were approved assemblies for the purpose described herein at the time of installation and which have been properly maintained, will, except for any inspection and maintenance requirements, be excluded from the requirements of this Regulation so long as the Service Area believes that such assembly will satisfactorily protect the public water system. Whenever the existing assembly is moved from the present location or requires more than minimum maintenance or when the Service Area finds that the maintenance of this assembly constitutes a hazard to health, the unit will be replaced by the owner with an approved backflow prevention assembly meeting the requirements of this Regulation.

3.2.4 No water service connection to any premises will be installed by any user of the Service Area's potable water system or maintained by the user unless the water supply is protected as required by applicable regulation and the provisions of this Regulation. Service of water to any premises will be discontinued by the user if a backflow prevention assembly required for control of backflow and cross connections is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed or bypassed, or if an unprotected cross connection exists on the premises, or if water lines are added before passing through the meter. Service will not be resumed to or by any user until such conditions or defects are corrected, and the Service Area will not furnish potable water to any premises known by the Service Area to be lacking an approved backflow prevention assembly.

3.2.5 The owner's system will be open for inspection at all reasonable times to authorized representatives of the Service Area to determine whether cross connections or

other structural or sanitary hazards, including violations of this Regulation, exist. When such a condition becomes known, the Service Area will deny or immediately discontinue service to the premises by providing a physical break in the service line until the Customer has corrected the condition in conformance with State Statutes and this Service Area Regulation.

3.2.6 If, in the judgment of the Service Area Water Operator, an approved backflow prevention assembly is required for a private water system to protect the public potable water distribution system from contamination or pollution due to the backflow or contaminants through water service connections, the Service Area or its designated agent, will give notice in writing to the applicable owner to install an approved backflow prevention assembly at a specific location or locations on his/her premises. Within ten (10) days after receipt of written notice, the owner will install or cause to be installed such approved assembly at the owner's own expense, and failure, refusal or inability on the part of the owner to install, have tested, and/or maintain said assembly will constitute grounds for discontinuing water service to the premises until such requirements are met.

3.2.7 The Summit County Building Official is responsible for reviewing building plans and inspect plumbing as it is installed and to prevent cross connections from being designed and built into structures which will connect to the water system. Where the review of building plans suggests or indicates potential for a cross connection being made an integral part of the plumbing system the building inspector will require such cross connections to either be eliminated or provide with an approved backflow prevention assembly in accordance with the plumbing code.

3.2.8 When employed by the owner or the Service Area to test, repair, overhaul, and/or maintain backflow prevention assemblies, a backflow assembly technician will have the responsibility and obligation to perform each of the following:

- (1) Ensure that acceptable testing equipment and procedures are used for testing, repairing, or overhauling backflow prevention assemblies.
- (2) Make reports of such testing and/or repair to the owner and the Service Area, such reports to include the list of materials or replacement parts used.
- (3) Ensure that replacement parts are equal in quality to parts originally supplied by the manufacturer of the assembly being repaired.
- (4) Not change the design, material, or operational characteristics of the assembly during repair or maintenance.
- (5) Perform the work and be responsible for the competence and accuracy of all tests and reports.
- (6) To ensure that his license is current, and that the testing equipment being

used is acceptable to the State of Utah and the Service Area and is in proper operating condition.

- (7) To report a failing assembly to the Service Area within five working days from the date the failure was detected.
- (8) To be equipped with and be competent in the use of all necessary tools, gauges, and other equipment necessary to properly test, repair, and maintain backflow prevention assemblies.
- (9) To tag each double check valve, pressure vacuum breaker, reduced pressure backflow assembly and air gaps, showing the serial number, date tested, by whom, and the technician's license number must also be on such tag.
- (10) In the case of an owner requiring a commercially available technician, any certified technician is authorized to make the test and report the results of the same to the owner and the Service Area. If such a commercially tested assembly is in need of repair, the same will be performed by a plumber licensed pursuant to Utah Statutes.

3.2.9 It is the duty and responsibility of the owner at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made at least once per year at the owner's expense. In those instances where the Service Area deems the hazard to be great, it may require certified inspections and tests at more frequent intervals. Owners may hire the Service Area's water operator to perform the required inspections for the fee set forth in the fee schedule, which fee will be revenue neutral for the Service Area, or may hire their own certified backflow assembly technician, licensed through the State of Utah, whose work will be made in accordance with the standards set forth by this regulation, Utah statutes, the Utah Division of Drinking Water, and the International Plumbing Code, and who will provide a report to the owner and the Service Area.

3.2.10 Backflow prevention assemblies will be installed in water supply lines to provide at least the degree of protection provided in the International Plumbing Code as amended and adopted by the State of Utah. All backflow prevention assemblies will be exposed for easy observation and be readily accessible.

3.2.11 All backflow prevention assemblies installed in a potable water supply system for protection against backflow will be maintained in good working condition by the owner or other person or persons having control of such assemblies. The Utah State Division of Drinking Water and the Service Area may inspect such assemblies and if found to be defective or inoperative, will require the replacement thereof. No assembly will be removed from use, relocated, or another assembly substituted without the approval of the Service Area.

3.2.12 Each owner will cause all backflow prevention assemblies to be tested within ten working days of installation.

3.2.13 No backflow prevention assembly will be installed in a manner that creates a safety hazard, i.e., installed over an electrical panel, steam pipes, boilers, pits, or above ceiling level.

3.2.14 The requirements of this Section 3 concerning backflow prevention will be consistently enforced per the criteria outlined in this Regulation.

3.2.15 If the Service Area has reason to believe that an imminent danger to the public health, safety, or welfare exists because of a violation of this Regulation, or if the owner violates the provisions of this Regulation, the Service Area will disconnect service to the owner in violation without notice, provided that the Service Area will provide the owner with a written notice after the fact that explains the reason for the disconnection and the steps needed for the owner to remedy the danger so that service may be reconnected.

3.2.16 If the public health safety or welfare is not in imminent danger due to a violation of the Regulation, the Service Area will provide written notice of violation to each owner in violation of this Regulation and state that service will be terminated ten (10) days from the date of the notice unless the owner complies with the terms of this Regulation.

3.2.17 If an owner believes that the notice of violation is issued in error or that the owner is in compliance with this Regulation, the owner may appeal the notice of violation by filing a notice of appeal with the General Manager within ten (10) days of receipt of a notice provided under this Section.

3.2.18 The Service Area Board or its designated hearing appeal officer will hear all appeals filed under this Subsection above within thirty (30) days of receipt of the Notice of Appeal and render a decision within ten (10) days of the close of such hearing.

3.2.19 The owners of lots contained in Plats A, B, and C, of the Service Area, being serviced by private wells that divert water rights owned by the Service Area, are not subject to the annual inspection requirements found in paragraph 3.2.9. Still, these owners may, at their own volition, hire the Service Area's water operator to perform backflow inspections on their Service Area lots for the fee set forth in the fee schedule, which will be revenue neutral for the Service Area.

EXHIBIT 2

6.4. Water Leak Billing and Reductions. This Subsection governs applications for billing adjustments that pertain to water leaks on the Customer (or property) side of a water meter.

6.4.1. This Subsection only applies to continuous flow water leaks of at least 24 hours in duration on the property side of a water meter due to circumstances that are beyond the Customer's reasonable control, 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, sprinkler heads and irrigation systems, or similar leaks.

6.4.2. Customers will have the following responsibilities:

(1) The Customer is solely responsible for monitoring their own water usage.

(2) The Customer is responsible for all water lines and other infrastructure that begin at the coupling on the Customer's side of the water meter. The Customer must repair any leaks in the water line that are the Customer's responsibility at the Customer's sole expense. The Service Area will not make any adjustments to a water bill for water leaks that occur on the Customer's side of the water meter except as provided in this Subsection.

(3) The Customer is responsible for monitoring higher than expected water usage and must investigate higher than expected usage to determine if the usage was caused by a property-side leak. Customers will promptly repair leaks within fourteen (14) days after learning of a leak. Upon request by a Customer, the Service Area's Water Operator will perform an on-site visit at the current site visit to assist the Customer in determining the steps needed to repair the leak. The Service Area will bill the Customer for services it renders to repair a leak in accordance with the Service Area's fee schedule.

6.4.3. The Service Area's Water Operator may recommend an adjustment to a Customer's water bill when the Water Operator determines that each of the following requirements are met:

(1) The Customer has registered for Eye on Water to monitor their water usage.

(2) The Customer has completed and submitted to the Water Operator a completed leak forgiveness application on a form the Board has approved within thirty (30) days of the due date for the billing period in which the leak

occurred.

- (3) The Customer repaired the leak within 14 days of the due date for the billing period in which the leak occurred and has submitted documentation of the repair with the completed leak forgiveness application.
- (4) The leak satisfies the criteria of Subsection 6.4.1.
- (5) The Customer has not received another water bill adjustment under this Subsection in the twenty-four months preceding the date the Customer submits a completed water leak forgiveness application.
- (6) The Customer's account with the Service Area is current and in good standing as of the date the Customer submits a completed leak forgiveness application.
- (7) Excess water usage resulting from a property-side leak must exceed at least 200% of the Customer's average water use during the same month in which the leak occurred for the three (3) years preceding the date of the Customer's completed water leak forgiveness application. For example, if the leak occurred in August, the Water Operator would calculate the Customer's average water usage by adding the Customer's water usage during the month of August for the three previous years and dividing the resulting number by three.

6.4.4. If the Water Operator determines that a Customer qualifies for an adjustment, the Water Operator and General Manager will take each of the following steps:

- (1) The Water Operator will subtract the Customer's average water usage as calculated under Section 6.3.4(7) from the Customer's actual billed usage for the month in which the leak occurred. The difference in usage is the "adjustment usage."
- (2) The Water Operator will multiply the "adjustment usage" by the Service Area's lowest water rate tier to determine the amount of the proposed adjustment, which will be limited to one billing period. For example, if a leak persisted over more than one billing cycle, the Water Operator may only recommend that the Customer receive an adjustment for the excessive water usage that occurred during the billing period with the highest use.
- (3) The Water Operator will provide their recommended adjustment to the General Manager, who will review the Water Operator's recommendation. After reviewing the Water Operator's recommended adjustment, the General Manager will issue a final written decision to the Customer approving or denying their water leak forgiveness application. If the General Manager grants the application, the General Manager's written decision will state the

amount of the reduction. If the General Manager denies a Customer's water leak forgiveness application, the General Manager's written decision will explain the reasons for the denial.

- (4) Catastrophic leaks may qualify for additional adjustments on the recommendation of the Water Operator to the General Manager.
 - (5) The General Manager has sole discretion regarding the approval or denial of a leak forgiveness application and whether to make additional adjustments in addition to the Water Operator's recommendations to account for catastrophic leaks.
 - (6) Customers who disagree with the General Manager's written decision regarding a water leak forgiveness application may file an appeal with the Board in accordance with Section 19.
- 6.4.5. The Board may designate someone other than the Water Operator to fulfill the Water Operator's obligations under this Subsection.

Exhibit 3



Summit County Service Area #3

629 E Parkway Drive Suite 1 Park City, UT 84098 · (435) 649-7949 · www.scsa3.org · permit@scsa3.org

WATER LEAK ASSISTANCE APPLICATION

If you have a major leak that exceeds average usage you may apply for a courtesy leak adjustment. Customers are responsible for all water lines that begin at the coupling on the customer's side of the water meter. Consideration will be given if all criteria are met as defined below.

Customer Name: _____

Account Number: _____

Service Address: _____

Phone: _____

Email: _____

All criteria, as described in the policy below, must be met for consideration:

- Completed Water Leak Assistance Application including signature and date
- Receipts or proper documentation for work performed to repair water leak(s).
- Water bill must be paid in full and current for consideration
- Resident is signed up for Eye on Water to monitor their water usage prior to leak

STATEMENT DESCRIBING CAUSE AND SOLUTION OF THE MAJOR LEAK INCLUDING

DATES: *You may include this statement in a separate document.*

I certify that I understand the requirements in this form and that to the best of my knowledge the above information is true. Submission of this application does not imply an adjustment to your water bill.

Signature: _____ Date: _____

Please return signed form along with repair receipts to permit@scsa3.org. Upon receipt of a completed application, Service Area 3 will review the account for compliance with the program conditions.



Summit County Service Area #3: Water Leak Assistance

1. PURPOSE AND SCOPE: The purpose of this document is to summarize Summit County Service Area #3 ("SCSA3") water leak forgiveness requirements, which are found in Section 6.4 of SCSA3 Regulation #2025-04. SCSA3's leak forgiveness process only applies to continuous flow water leaks of 24 hours or more on the customer (or property) side of a water meter due to circumstances that are beyond the reasonable control of the customer, 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, sprinkler heads and irrigation systems, etc. For this process, a "customer" is defined as a municipal water user who receives water from SCSA#3's municipal water system.

2. CUSTOMER RESPONSIBILITIES: Customers will have the following responsibilities:

a. The customer has the sole responsibility to monitor their own water usage. The Service Area has implemented the Eye on Water app which is free of charge to all Service Area water customers. This allows residents to monitor their water use on a daily basis.

b. The customer is responsible for all water lines and other infrastructure that begins 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 adjustments will be applied to the water bill for the customer for property-side leaks, damage, deterioration or other factors except as defined within Section 6.4 of SCSA3 Regulation #2024-05.

c. The customer is responsible for monitoring higher than expected water usage and must investigate higher than expected usage to determine if the usage was caused by a property-side leak. Customers will promptly repair leaks within fourteen (14) days after learning of a leak. Upon request by a customer, the Water Operator will perform an on-site visit at the current site visit to assist the customer in determining the steps needed to repair the leak. SCSA3 will bill the customer for services it renders to repair a leak in accordance with SCSA3's fee schedule.

3. BILLING ADJUSTMENT CRITERIA: SCSA3's Water Operator may recommend that the General Manager adjustment a water bill when the Water Operator reasonably determines all of the following requirements are met:

a. The Customer has registered for Eye on Water to monitor their water usage.

b. The Customer completed and submitted the "Courtesy Leak Adjustment Application" attached to this document within 30 days from the bill due date for the period in which the loss occurred.

c. The Customer repaired the leak within 14 days of the due date for the billing period in which the leak occurred and has submitted documentation of the repair with the completed leak forgiveness application.

d. The leak satisfies the criteria in Section 1 (i.e., it is a continuous flow water leak of 24 hours or more on the property side of a water meter due to circumstances that are beyond the customer's reasonable control, such as mechanical malfunctions, blind leaks, thefts of water by others, vandalism, unexplained water loss or other unusual or emergency conditions).

e. The customer has not received another billing adjustment within the 24 months preceding the date the customer submits a completed water leak forgiveness application to the Water Operator.

f. The customer's account with the Service Area is current and in good standing as of the date the customer submits a completed leak forgiveness application.

g. Excessive water usage resulting from a property-side leak must exceed at least 200% of the customer's average water use during the same month in which the leak occurred for the 3 years preceding the date of the customer's completed water leak forgiveness application. For example, if the leak occurred in August, the Water Operator would calculate the customer's average water usage by adding the customer's water usage during the month of August for the three previous years and dividing the resulting number by 3.

4. ADJUSTMENT CALCULATION: If the Water Operator determines that a customer's high usage qualifies for an adjustment, the Water Operator and the General Manager will take each of the following steps:

a. Subtract the customer's average water usage from the customer's actual billed usage for the month in which the leak occurred. The difference in usage is the "adjustment usage."

b. Multiply the "adjustment usage" by the Service Area's lowest water rate tier to determine the amount of the proposed adjustment, which will be limited to one billing period.

c. The Water Operator will provide their recommended adjustment to the General Manager, who will review the Water Operator's recommendation. After reviewing the Water Operator's recommended adjustment, the General Manager will issue a final written decision to the customer approving or denying their water leak forgiveness application. If the General Manager grants the application, the General Manager's written decision will state the amount of the reduction. If the General Manager denies a customer's water leak forgiveness application, the General Manager's written decision will explain the reasons for the denial.

d. Catastrophic leaks may qualify for additional adjustments on the recommendation of the Water Operator to the General Manager.

e. Customers who disagree with the General Manager's written decision regarding a water leak forgiveness application may file an appeal with the Board in accordance with Section 19 of SCAS3's water service regulation, meaning that they must submit a written appeal to the Chair of the Board within thirty (30) days of the date of the General Manager's decision that states the basis of the appeal and the relief the customer is seeking.

5. ADJUSTMENT LIMITATION: The proposed property-side billing adjustment calculated by the Water Operator will be limited to one billing period. For example, if a leak persisted over more than one billing cycle, the customer will only receive an adjustment for excess water usage that occurred during the highest leakage.

6. GENERAL MANATER'S DISCRETION: The General Manager has sole discretion regarding the approval or denial of a leak forgiveness application and whether to make additional adjustments in addition to the Water Operator's recommendations to account for catastrophic leaks.

7. COURTESY LEAK ADJUSTMENT APPLICATION: Customers must use the attached form when applying to the Water Operator for a water leak adjustment.