FEBRUARY 4, 2019

PUBLIC MEETING

5:30PM

BOARD OF TRUSTEES
SUMMIT COUNTY
SERVICE AREA #3

629 Parkway Drive   Park City, UT 84098
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<td>d. Governance Policy review *</td>
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<td>4. Roads and Trails:</td>
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<td>a. RFP update</td>
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<td>5. Water</td>
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<td>Chris and Marla</td>
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<td>a. HAL proposal for RFP development update</td>
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<td>6. Public Comment – limited to 3 minutes each</td>
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<td>8. Adjournment</td>
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* Documents provided

Minutes, agenda and policies available at: [http://summitcounty.org/923/Documents](http://summitcounty.org/923/Documents)
WELCOME
and
CALL MEETING
TO ORDER
Summit County Service Area #3
January 28, 2019 6pm
DRAFT MEETING MINUTES
BOARD OF TRUSTEES MEETING
629 E. Parkway Drive, Suite B,
Park City UT 84098

BOARD OF TRUSTEES
Vince Pao-Borjigin – Chairman
Suzanne Carpenter – Vice Chairman
Larry Finch – Clerk
Robert Olson - Treasurer
Eileen Galoostian
Peter Keblish
Michael Montgomery

In Attendance (Board): Suzanne Carpenter-Chair; Bob Olson-Treasurer; Larry Finch-Clerk.

Not in Attendance (Board): Mike Montgomery; Peter Keblish; Vince Pao-Borjigin.

Electronically: Eileen Galoostian connected at 6:30pm.

In Attendance (Staff/Contractors): Marla Howard (GM); Chris Bullock (Roads Manager and Water Operator); Eileen Haynes (Assistant Clerk); Nathan Bracken (Legal).

Meeting Attendees:

1. Welcome and call meeting to order: Suzanne called the meeting to order at 6:31pm.
   a. Review of January 7 and January 14 meeting minutes:
   b. Approval of minutes: Larry moved to approve January 7th meeting minutes as amended which Bob seconded. Approval was unanimous. Larry moved to approve January 14th meeting minutes as amended which Bob seconded. Approval was unanimous.

2. Administrative and Financial:
   a. Update on current projects and staff reports: Marla reported, a first-year Master’s candidate student is interested in doing a paid internship with SCSA3. Marla has up to $3,000 available in her budget for this stipend. Marla recommended offering $21.50 per hour for 139 work hours. Larry expressed support for this arrangement.

   Chris reported, he and Marla met with Doug, Church Board and Finance Committee member, while Pastor Steve is on sabbatical, to discuss solutions to the problem of parishioners crossing, and damaging, Silver Creek Trail in order to reach ancillary parking. The church as provided remediation in the form of blocking the former illegal entrance with a snow berm and traffic cones and creating a new entrance point. Bob and Suzanne reported the correction is ineffective because parishioners were observed crossing the trail on Sunday January 27th. The Church plans to install a curb cut but it is difficult to install due to weather. Marla stated, the Silver Creek trail cannot withstand the number of cars going over it. The Board directed staff to hold the Church accountable to resolve by spring thaw.

   Marla stated, the Church expansion has been put on hold by the County. Larry stated, the original Development Agreement for the Church expired in December 2005. Suzanne stated, we
need to stay up-to-date on the Church’s expansion request. Larry doesn’t want to review this tonight.

Marla reported upon her meeting with Ashley Vernon, Summit County Building Department Secretary and contact for the new electronic permitting program: EPROCESS 360 Online Building Permit Review, and a Health Department representative. Our lengthy discussion reviewed two lots on Westwood that had been treated differently such as Lot 117 which built two accessory units without allowing the SCSA3 the opportunity to review the expansion. Going forward, the Health Department must have a Concurrency letter from SCSA3 regardless if the property is using a well or will be connected to the Service Area culinary water system and wherever they require a septic inspection they also need a letter from SCSA3.

Marla reported staff will be sending out notices to residents regarding improving snowplowing.

Suzanne suggested the Board revisit the standing meeting days because we will always have a conflict with Martin Luther King and President holidays on the 3rd Monday of January and February.

Marla reported past due water accounts have been drastically reduced from $120k past due a year ago to $29k today.

Bob commented, the staff reports in the Board packet are really well done. Larry agreed. Bob stated, the survey of his property has been done and he would like to see the report.

b. Revised Board Calendar: Marla stated, she and Chris reviewed the proposed Board Calendar. As part of the budget recommendations in the fall we will present a Capital Project to the Board in September for approval in order to have a timely RFP process concluded by the first of the year. We also propose to do a road project every other year and do significant trail capital improvement in alternate years. Larry commented, it makes sense to work on roads and adjacent trails concurrently.

c. Timing of strategic planning meeting: Marla stated, work has been started on the Strategic Plan, but the Board needs to meet to develop the Mission, the Vision and the Core Values. Suzanne stated, a full board discussion is needed on these items first and then a committee can shepherd the balance of the document. Marla proposes a full board discussion on May 20, 2019.

Eileen suggested we hold off on the newsletter until the mission statement is finished. Eileen was reminded that at the January 14th board meeting, it was decided the newsletter would be issued quarterly, include certain seasonal topics and Eileen was appointed the board oversight person. Staff is pursuing graphic design proposals which will be presented to the Board by the end of February and will include the original logo as well as the newsletter template proposal. Eileen suggested the Newsletter template be delayed so it can include the Mission statement to come. Suzanne agreed and suggested the Mission and Values meeting be moved up to April 15th.
d. **Lease renewal:** Marla informed the property owner that SCSA3 intends to renew the lease. Marla was directed to renew the lease in writing. Bob requested that Marla find out the correct Suite numbers so he can correct the banking materials. **Nathan** stated, gift calendars his firm sent to the Service Area were returned. Marla will also reach out to the mail carrier regarding this.

e. **Capstone internship:** *reported earlier in minutes under Updates on Current projects.*

3. **Water:**

   a. **2019 Capital project review:** see below.

   b. **Filtration project and RFP review:** Marla opened the discussion regarding the request to HAL to supervise two projects which are the Water Filtration and the Fireflow. **Bob** stated he is concerned that two months for RFP preparation is too long. **Larry** disagreed. **Chris** explained why he supports the two-month preparation for the pilot and five-month project overall. We need to be mindful of our short construction season. Larry replied, all of those details should be in the RFP.

   c. **Establish timeline for water filtration project and board sponsorship and support from HAL:** Nathan offered to discuss this with vendors he knows as well as solicit additional vendors from the Director of the Division of Drinking Water. **Suzanne** supports the heads-up to vendors. Suzanne and Larry want the lowest qualified vendors. Suzanne stated, the RFP cannot go over this cost and exceed this timeline. **Chris** stated, each vendor will submit a very different proposal.

   d. **2019 fire flow project review, funding and RFP review:** Bob asked, why is there not an E-4 for Westwood? Chris replied, these are tying up the dead-end loops. Suzanne asked, if we concerned about the timing on E-2, is there a way to switch them? Staff put Whileaway (E-1) first because it is the larger of the two projects. Marla replied, we want to have Wasatch (E-2) done before school starts. **Larry** stated, we are going to do improvements to the waterline, and we want flexibility from the contractor to work around our schedule. Chris replied, they are not going to start work until June due to the ground water especially on Wasatch Way by Greenfield due to drainage. Suzanne suggested Staff put in the RFP: do not initiate the pulverization until water work is done. Chris and Marla will contact HAL for clarifications.

   Suzanne stated, we have a fire hydrant in the wrong spot on Westwood Rd. Marla replied, one of the effected homeowners proposes to move the turnaround higher eliminating the need to move the fire hydrant north and west 30 feet. The Board is finds HAL’s proposals acceptable and Larry wants to be on the committee.

   e. **Establish timeline for fire flow project and funding:** see above.

   f. **Lot SL-1-3-1 unpaid standby fees:** Marla reviewed two lots on Greenfield where no standby fees that have been billed or paid in eight years. **Nathan** stated, it is not their fault that they didn’t pay the bill because they didn’t receive a bill. This does not qualify under “Detrimental Reliance”. Nathan will check on 7½ years. Bob stated, our previous attorney recommended only going back three years. Nathan stated, you have an established process going back 3½ years so it would be hard to justify deviating from that now. We need to treat people consistently. **Bob** stated, we have done both offering another example. Suzanne stated, if we
have made a mistake in the past let’s not continue to do so. Nathan recommends going back no more than three years.

4. Roads and Trails:
   a. **2019 Roads Capital Project recommendation:** Marla stated, we proposed $120k for Wasatch Way. We can consider Aspen Lane. Suzanne replied, it just needs chipseal. Chris stated, Oakridge North and South are done and oiled but may need additional clean-up. We have nothing lingering from 2018.
   b. **2019 RFP review:** Bob requested the inches be changed to three inches of asphalt in three places.
   c. **3-year capital project development presentation and discussion:** Marla stated, alternating roads and trails capital projects will allow us to get caught up as well as bond for larger projects.
   d. **Franchise Fee:** Marla stated, we received a reply from Kim Carson. There is a hearing scheduled on 6pm Thursday Jan 31st at Richins Building. Larry and Nathan recommended staff attend to gather information. Nathan stated, the initial email from the County stated they were incurring $22k in expenses maintaining the ROW. They propose to charge $5k from larger districts and $500 from SCSA3 and other smaller districts. Then they came back and said they are charging for water infrastructure and general ROW encroachments. He has not found their arguments to be persuasive in regard to SCSA3. The county is within their rights to ask SCSA3 for a franchise agreement. However, the county said they are incurring costs associated with SCSA3 and he advised the service area to ask for an accounting fee. Larry stated, it is $500 now but what will it be in 20 years? Suzanne proposed the County give SCSA3 a waiver of this new fee. Eileen disagreed, wants to avoid setting a precedent and we shouldn’t be included. Marla will attend the meeting.

   *Larry motioned to move out of the board meeting into public comment which Bob seconded. The motion was supported unanimously at 8:07pm.*

5. **Public Comment:** Steve Lehman (Account 10014300) opened a discussion regarding the Board declining to install a fire hydrant at the base of Cottonwood Trail. Chris stated, we are not putting a fire hydrant on Cottonwood Trail right now. Fixing our fireflow is more complicated than one line. Suzanne summarized, we don’t think this is the right thing for the community at this time. Larry replied, the situation has improved since he has lived here. Cottonwood is not a priority. Steve replied, this Board is picking and choosing who gets fire protection.

Larry stated, the situation on Cottonwood Trail has improved over 20 years ago. There is now more fire protection at the lower end of Cottonwood Trail. This current Board didn’t pick and choose this. We have to figure out a way to finance things. We don’t have enough money for an arsenic plant. We are under a limited operating permit. The standards have gotten tougher to deliver to existing water users. Larry stated, maybe we can get the fire department out here to see if a station can be put in. We are a small local community water system. Steve thanked the Board for their time.

Chris stated, he has a comment about the mall kiosk. Bob stated, when Sue White was doing the water, she put salt down around the mall house and he followed up last year, but he hasn’t done it
this year. Chris will lay down salt. Chris is referring to improved mail services. Suzanne replied, this is not under our purview. Larry stated, welcome to rural life.

Larry motioned to leave public comment into move into voting which Bob seconded. Approval was unanimous.

6. Voting:

a. **HAL Water Filtration Proposal to Develop RFP approval:** Bob clarified that this is a proposal to approval the development of an RFP and not an RFP approval itself. Larry motioned to approve the HAL proposal for development of the Water Arsenic Filtration RFP Development Proposal not to exceed $14,900.00 which Bob seconded. The motion was amended by Suzanne to include “no later than”. Approval of the amended motion was unanimous with the exception of an abstention by Eileen.

b. **Fire flow project approval:** Larry motioned, we approve the HAL proposal that we develop the RFP’s for the three fireflow projects as outlined in SCSA3 Water Capital Improvement Plan and noted as E-1, E-2 and E-3. Suzanne amended the motion to change the priority such that Wasatch Way takes priority over Whileaway. Larry also amended the motion “not to exceed $54k per HAL’s written proposal for the three projects E-1, E-2 and E-3. Bob offered his second. The motion carried unanimously except for Eileen’s abstention.

c. **HAL Fire flow RFP approval:** this was changed to “fireflow HAL project approval”.

d. **Capital funding approval for water projects:** no items.

e. **Road Capital project approval and RFP approval:** Larry stated we are giving the Road Master approval to submit the RFP to contractors. We are not actually approving the projects until we get the RFP’s back. Larry motioned to authorize the Road Manager to submit the RFP for the pulverizing asphalt and re-asphalt of Wasatch Way as amended to 3” of asphalt as outlined earlier in the meeting and project approval depended upon final Board approval. Bob seconded that motion. Support for this motion was unanimous.

f. **Standby fees:** Larry motioned that lots SL-I-3-1 and SL-I-3-2 to only three years of unpaid standby fees due to Service Area neglect in billing for seven and half years. Bob seconded the motion and support was unanimous.

g. **Invoice approval:** there are no invoices to approve.

h. **Capstone internship approval:** Larry motioned to approve the offer of paid internship to a first year Master’s student up to 150 hours and not to exceed $3,000.00. Bob seconded the motion and support was unanimous.

7. Adjournment:

Larry motioned to adjourn which Bob seconded. The motion was approved unanimously at 8:31pm.
ADMINISTRATIVE
&
FINANCIAL
3

POLICIES
SUMMIT COUNTY SERVICE AREA #3

RESOLUTION NO. 2019-___

WATER SERVICE REGULATION OF SUMMIT COUNTY SERVICE AREA #3,
AMENDING AND REPLACING REGULATIONS 2018-03 AND 2018-04

BE IT KNOWN AND REMEMBERED THAT, the Board of Trustees for Summit
County Service # 3 held a regular public meeting on ___ of ____ 2019, and ordains as follows:

Preamble

WHEREAS, it is necessary, for the orderly administration of the facilities of the 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;

WHEREAS, to enhance the viability, source capacity, concurrency, water quality,
economies of scale, and reliability of water in Silver Creek Estates, the Service Area water system
was formed to provide a means to facilitate this goal; and

WHEREAS, because of growth and changing circumstances in the Service Area, it is
necessary for the Board of Trustees to update, consolidate, and modify its rules and regulations
regarding the use and governance of its water rights and water system to better serve its customer
base and ensure continued water service.

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

1. Regulations 2018-03 and 2018-04 are repealed in their entirety and replaced with
the regulation attached to this resolution; and

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

[Execution on following page]
ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees on this _____ day of ________, 2019.

SUMMIT COUNTY SERVICE AREA NO. 3

________________________
Vince Pao-Borjigin, Chair

ATTEST:

________________________
Larry Finch, Board Clerk

VOTING

Trustee Carpenter voting  
Trustee Finch voting  
Trustee Galoostian voting  
Trustee Keblish voting  
Trustee Montgomery voting  
Trustee Olson voting  
Trustee Pao-Borjigin voting  
# WATER SERVICE REGULATION OF SUMMIT COUNTY SERVICE AREA #3

Revised ______, 20__

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SECTION 1.0 Definitions.

1.1 Allotment. A portion of the water rights owned by the Service Area that has been allocated to serve a platted lot located within the Service Area and entitles the owner of such a lot to receive water service from the Service Area, either through the Service Area’s water system or through an individual well pursuant to the Service Area’s rules and regulations.

1.2 Applicant for Additional Central Water System Service. An entity, project sponsor, or developer which owns real property proposed for central water system service within the Service Area and proposed for water service in connection with the water rights or facilities of the Service Area.

1.3 Applicant. A party owning real property within the Service Area who is seeking to connect the property to the Service Area’s water system or who is seeking permission to divert an allotment from an individual well located on the party’s property.

1.4 Approved Backflow Assembly. A backflow assembly approved by the Utah Division of Drinking Water, as meeting an applicable specification or as suitable for the proposed use.

1.5 Back-pressure. The flow of water or other liquids, mixtures, or substances under pressure into the distribution pipes of a potable water supply system from any source or sources other than the intended source.

1.6 Back-siphonage. The flow of water or other liquids, mixtures or substances under pressure into the distribution pipes of a potable water supply system from any source other than the intended source, caused by the reduction of pressure in the potable water supply system.

1.7 Backflow. The reversal of the normal flow of water caused by either back-pressure or back-siphonage.

1.8 Backflow Prevention Assembly. An assembly or means designed to prevent backflow. Specifications for backflow prevention assemblies are contained within the Utah Plumbing Code, Chapter 6 and the Cross Connection Control Program of Utah. All backflow prevention assemblies must be approved by the Utah State Drinking Water Division, prior to installation. A listing of these approved backflow prevention assemblies may be found in the Cross Connection Control Program for Utah.

1.9 Board. The Board of Trustees of the Service Area.

1.10 Capital Improvement Reserve Fund. A reserve fund for capital improvements which is funded from revenues provided by water sales, connection fees or special assessments arising from water service to properties connecting to the system.
1.11 **Commitment-of-Service-Letters.** A letter issued by the Service Area to Summit County under Section 4.5 on behalf of an applicant, indicating the Service Area's willingness and capability to provide water distribution services through its water system to the applicant's property as a precondition to Summit County’s issuance of a building permit. This letter will be issued in a form and manner that is consistent and compliant with the applicable Summit County concurrency regulations.

1.12 **Contamination.** An impairment of the drinking water quality of the potable water supply by any physical or chemical change in water or by sewage, industrial fluids or waste liquids, irrigation or other non-potable water, compounds or other materials to a degree which creates a violation of primary and/or secondary drinking water standards or an actual or potential hazard to the public health through poisoning or through the spread of disease.

1.13 **Cross Connection.** Any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems, one of which contains potable water and the other of which contains water from a non-Service Area source or non-potable water or storage tanks or reservoirs of questionable safety, through which, or because of which, backflow may occur into the potable water system, including any temporary connections such as swing connections, removable sections, four-way plug valves, spools, dummy sections of pipe, swivel or change-over devices or sliding multiport tubes.

1.14 **Cross Connection—Containment.** The installation of an approved backflow assembly at the water service connection to any premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross connections within the owner's water system, or the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of an owner's water system where there are actual or potential cross connections which cannot be effectively eliminated or controlled at the point of the cross connection.

1.15 **Cross Connection—Controlled.** A connection between a potable water system and water from a non-Service Area source or a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford protection from contamination to the public water supply.

1.16 **Customer.** The owner of an existing residential or nonresidential structure or property that is connected to the water distribution system for the purpose of receiving retail water service from the Service Area.

1.17 **Deducer.** A party owning real property within the Service Area applying for permission to dedicate water rights to the Service Area pursuant to Section 16.

1.18 **Distribution Mains.** The Service Area water pipes in the roads and other easements, including the main transmission lines to which an individual service line is connected for the purpose of receiving water distribution services.
1.19 **Dry Lot.** A platted lot within the Service Area that lacks an allotment.

1.20 **General Manager.** The Service Area General Manager is an individual who may be an employee or contract agent of the Service Area who is vested with the authority and responsibility for the administration of the Service Area and its regulations.

1.21 **Individual Well.** Privately-owned wells that are operated under water rights that are owned by the Service Area or privately owned water rights and approved for use on individual lots by the Utah State Engineer.

1.22 **Non-residential Water Service.** The sale of water through the Service Area’s water system for any use that does not qualify as residential water service under Section 1.25.

1.23 **Owner or Lot Owner.** The record owner of a platted lot within the Service Area.

1.24 **Regulation.** This Water Service Regulation.

1.25 **Residential Water Service or Residential Water Use.** The sale and use of water through Service Area’s water system to single family homes, including single family homes with one authorized accessory unit or other extended family dwelling units but excluding duplexes, triplexes, apartment buildings, and any and all other forms of multifamily units.

1.26 **Service Area.** Summit County Service Area #3, a local district of the State of Utah created by Summit County and a political subdivision of the State of Utah.

1.27 **Service Area Water System or Water System.** The primary water storage transmission lines, wells, pump stations and other off-site water system improvements and appurtenant facilities owned by the Service Area to develop, transport and distribute water to individual customers within Service Area boundaries.

1.28 **Service Lines/Water Laterals.** The water service pipe from the Service Area system that provides water to a customer. The service line and Backflow Prevention Assembly is the property of the customer. The customer is responsible for the maintenance of the service line and Backflow Prevention Assembly. A service line is also known as a water lateral.

1.29 **Standby Maintenance Fee.** A fee imposed upon the owner of the property which can be served by the Service Area, not connected to the system, to partially offset the cost of maintaining water distribution system capacity for a property to receive water services upon connection.

1.30 **Theft of Service.** Any unauthorized connection to the Service Area's water system or where water service is obtained by deception, threat, force, or any other means knowingly designed to avoid the due payment for the services. Theft of service will be criminally prosecuted. Under state law, criminal penalties for theft of service can range from a class B misdemeanor to a third degree felony, depending upon the amount of the theft as designated in state law.
1.31 **Unmetered Water Usage.** Water usage that is not measured through a meter: including but not limited to; inoperative meter, bypassed meter, fire hydrant water, irrigation connected to the water system before the meter, and/or a meter that has been tampered with or otherwise bypassed. The Service Area reserves the right to estimate and collect for loss of revenue due to unmetered water usage whether deemed willful or not.

1.32 **Water Operator.** The Service Area Water Operator is an individual who may be an employee or contract agent of the Service Area who is vested with the authority and responsibility for operating the Service Area’s water system and its water rights and for taking those actions authorized by this Regulation.

**SECTION 2.0 Service Extension Costs, Budgeting, Additional Facilities and General Regulations.**

2.1 **Application of Regulation.** This Regulation applies to the Service Area’s water system and each of the additions, extensions or enlargements to the system, subject to special conditions for the extension or enlargement of the system which may be approved from time to time by the Board or to such other central water systems as the Service Area may acquire or construct. This Regulation also applies to allotments where specified.

2.2 **Financial Policy.** The Service Area will establish and operate a separate enterprise fund under the governmental accounting system rules for local districts of the State of Utah for all charges, receipts, reserve funds and other directly related financial transactions for the extension, operation, maintenance and/or construction of the water system governed by this Regulation. Rates for service will be established on a cost of service basis with adequate reserves for maintenance and capital improvements required by sound management, engineering, and accounting practices.

2.3 **Drinking Water Division Jurisdiction.** The water system is under the jurisdiction of the Division of Drinking Water within the Utah Department of Environmental Quality and will at all times comply with the rules and regulations of the Division.

2.4 **Charges for System Expansion.** Every extension, enlargement or capital improvement to the existing system, as required to service new residential or non-residential property, will be paid for and provided by the applicant seeking to construct or renovate a residential or non-residential property. Applicant responsibility includes all costs associated with the extension, enlargement or capital improvement to the system, including but not limited to engineering costs, permitting costs, construction of required water mains, construction of required storage facilities and obtaining and dedicating incremental water rights as required pursuant to Section 16 to service all non-residential development and residential developments with estimated water use demands that exceed applicable allotments or the pertin to dry lots. All extensions and enlargements must comply with construction standards as prescribed by the Service Area.

2.5 **Amendments to the Regulation.** The Board may change and amend this Regulation from time to time by appropriate action. No exceptions to this Regulation will be permitted without the Board’s prior written approval.
2.6 **Savings Clause.** If any section, subsection sentence, clause or phrase of this Regulation is for any reason held to be, invalid by a court of law, such determination will not affect the validity of the remaining portions of this Regulation, which will remain binding and enforceable against the customers of the Service Area.

**SECTION 3.0 Water System Connection Requirements.**

The Service Area provides water service through its water system to those lots that qualify for water service pursuant to this Regulation. The Service Area will comply with the concurrency requirements approved by the Summit County Board of Health in operating the water system and approving connections to the water system.

3.1 **Services to be Provided.** The Service Area will provide retail water distribution services to residential and non-residential properties with allotments which qualify for such service where the water system is available and where the property in question has an allotment or can dedicate water rights to the Service Area pursuant to this Regulation. Service will be provided through facilities, systems and property that may be acquired for this purpose through transfers of property and assets, construction, purchase, lease, contract, rental, donation, gift or condemnation or any combination of the foregoing, or through any other lawful means available to the Service Area under its express or implied powers.

3.2 **Backflow Prevention and Cross Connection Control.** All water connections to the Service Area's system, regardless of when made, will have installed a back-flow prevention assembly in order to protect the safe 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 an owner's 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 purposes described herein at the time of installation and which have been properly maintained, will, except for the inspection and maintenance requirements listed in the next section, 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 by-passed, 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 at 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. All inspections and tests will be performed by a certified backflow
assembly technician, licensed through the State of Utah, and will be made in accordance with the standards set forth by the Utah State Division of Drinking Water.

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 so as to create a safety hazard, i.e., installed over an electrical panel, steam pipes, boilers, pits, or above ceiling level.

3.2.14 Except for the provisions of Sections 3.2.6 and 3.2.15 which will be enforceable in all cases, the requirements of this section concerning backflow prevention will be consistently enforced per the criteria as outlined in Section 14.8. against properties connected before January 1, 1993, when the Service Area first adopted the prior versions of the backflow requirements set forth 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 lot owner with a written notice after the fact that explains the reason for the disconnection and the steps needed for the lot owner to remedy the danger so that service may be re-connected.

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.

3.3 Wasting of Water Prohibited. It is a violation of this Regulation to waste water and to allow any appliance, fixture, equipment, sprinkler system, faucets, or other similar water using facility to leak, overflow or operate in a wasteful manner, or for an owner to use water for purposes other than the approved use. In addition to the remedies for wasting of water set forth in this Regulation at Section 6.4 Conservation Violations, the Service Area will be entitled to file an action to force compliance with the prohibition on wasting of water by injunctive and other appropriate relief.

3.4 Emergency Situations. In times of water shortage due to drought or any other natural or man-made conditions or occurrences, the Service Area will have full authority to declare a water emergency, and to ration or otherwise regulate the distribution and use of water from the Service Area's system. Such action by the Board may include a moratorium on new water connections until the emergency has been alleviated.

SECTION 4.0 New Connections to Water System/Fees.

4.1 Application by Owners with Allotments. Subject to the requirements of Section 5, where applicable, any owner with an allotment and a lot that is adjacent to the water system who desires to connect to the water system must apply for a new service connection to the water system or seek to expand an existing connection by paying any applicable connection fees enacted by the Board, completing and signing an application and agreement for service and agreeing to the following requirements prior to commencing any work to construct a service connection:

(1) Sign a water service agreement on forms provided by the Service Area to pay the water service fees and other charges imposed for water delivered to the owner, to comply with the Regulations of the Service Area as they now exist or as they may be amended in the future, to pay for any and all costs associated with connecting the lot in question to the water system, install a totalizing meter, and to dedicate sufficient water rights to cover any estimated water use that exceeds the owner's allotment;

(2) Secure written permission from the Service Area or other entity having jurisdiction over the roads to cut the road and excavate in the roadway and
agree to indemnify the Service Area against any claim for any damage to the road or to other property;

(3)  Maintain strict compliance with the applicable entities standards for excavation and restoration of the road;

(4)  Require a licensed, bonded and insured contractor approved by the Service Area to construct the service connection in accordance with provisions of Section 4.8 below;

(5)  Notify the Summit County Sheriff’s Office Dispatcher of road closing routing of emergency vehicles;

(6)  Install an appropriate thermal expansion device in the building plumbing system; and

(7)  Provide a diagram of the proposed service and meter location for approval by the Service Area which will ensure compliance with all requirements and specifications of the Service Area.

4.2 Applications by Dry Lot Owners. Dry lot owners may apply to connect their lots to the water system by complying with the requirements in Section 4.1, provided that dry lot owners must also dedicate all of the water rights needed to supply sufficient water for the proposed development’s estimated water use pursuant to Section 17.0. The Service Area will not approve applications by dry lot owners unless the Service Area determines that the water system has sufficient capacity to service the dry lot and that providing such service will not impair the Service Area’s ability to service lots with allotments.

4.3 Review of Applications for Residential Water Service. The applicant must show by a preponderance of the evidence that an application satisfies the requirements of this Regulation. The General Manager, in consultation with the Water Operator, will review applications for residential water service and will have authority to approve and deny applications and to impose reasonable conditions to ensure compliance with this Regulation and any other applicable laws or regulations that fall within the Service Area’s jurisdiction. For each application, the General Manager will provide the applicant a written notice that describes the Service Area’s decision regarding the application and the basis of any denial or the reasons for any conditions that the Service Area may require.

4.4 0.75 Acre-Foot Limitation. Platted lots that exist on the official plat map of the Silver Creek Estates Subdivision on file in the Summit County Recorder’s Office that have an allotment will be entitled to receive 0.75 acre-feet of water per lot per year to ensure compliance with the Service Area’s water rights. The Service Area will not provide water in excess of this amount and will not approve connections for developments with estimated water demands that exceed 0.75 acre-feet per year, unless the applicant dedicates sufficient water rights to the Service Area to cover any estimated overages pursuant to Section 16.
4.4.1 When evaluating the estimated water demands of a proposed development, the Service Area will use the Utah Division of Water Rights’ estimates, including but not limited to the estimates for the following uses:

1. Domestic (indoor use only): Water diversions for a fulltime, permanent residence will be evaluated at 0.45 acre-feet per residence.

2. Accessory Units (indoor use only): Water diversions for an accessory dwelling unit or any other extended family dwelling unit will be evaluated at 0.25 acre-feet per unit.\(^2\)

3. Irrigation (any outside watering): Water diversions for any outside watering will be evaluated at 3.0 acre-feet per acre per year.

4. Stockwatering: If applicable, the Service Area Board may, in its sole discretion, consider anticipated stockwatering use in accordance with the Utah Division of Water Rights stockwatering estimates, which are:

<table>
<thead>
<tr>
<th>Estimated Annual Use</th>
<th>Acre-feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horse or Cow</td>
<td>0.028</td>
</tr>
<tr>
<td>Pig, Sheep, Goat, Elk, or Moose</td>
<td>0.0056</td>
</tr>
<tr>
<td>Ostrich or Emu</td>
<td>0.0036</td>
</tr>
<tr>
<td>Llama</td>
<td>0.0022</td>
</tr>
<tr>
<td>Deer, Antelope, Mountain Goat/Sheep</td>
<td>0.0014</td>
</tr>
<tr>
<td>Chicken, Turkey or Sage Hen</td>
<td>0.00084</td>
</tr>
<tr>
<td>Mink or Fox</td>
<td>0.00005</td>
</tr>
</tbody>
</table>

4.4.2 If the total estimated indoor, outdoor, and stockwatering water use of a proposed residential development exceeds 0.75 acre-feet, the Service Area will limit the amount of water the proposed development can use for stockwatering or outdoor irrigation to ensure that the combined uses of the proposed development do not exceed 0.75 acre-feet. The Service Area will consider the applicant’s preferences in determining how to ensure compliance with the 0.75 acre-foot limitation, where possible, but the General Manager, in consultation with the Water Operator, will have decision-making authority and responsibility to ensure compliance with the 0.75 acre-foot limitation. In no event will the Service Area:

1. Approve a new connection to the water system or an expansion of an existing connection for a proposed residential development if the estimated water use exceeds 0.75 acre-feet, unless the applicant dedicates water to the Service

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2 The Division’s 0.25 acre-foot per family duty for season or recreational domestic use is the most applicable estimate for accessory units.
Area to cover any estimated overages pursuant to Section 16; and

(2) Approve a new connection to the water system or an expansion of an existing connection for a proposed non-residential development if the applicant cannot dedicate all of the water rights needed to supply the development and has not satisfied the requirements of Section 5.0, if applicable.

4.5 Commitment-of-Service Letters. In accordance with the concurrency requirements of the Summit County Board of Health, each applicant for service to a new connection must obtain a commitment-of-service letter from the Service Area as a precondition to the issuance of a building permit. The Service Area will issue a commitment-of-service letter upon the following standards:

(1) The Service Area is in good standing under the concurrency requirements of the Summit County Board of Health and can demonstrate that it can deliver physical and legal water in the quantities, pressure, and quantity required by the concurrency requirements and the Utah Division of Drinking Water.

(2) The Service Area will issue a commitment-of-service letter in consideration of and within five (5) business days of the applicants payment of any and all applicable fees imposed by the Service Area and the satisfactory completion and submission of the application required under Section 4.1.

4.6 Connections Preconstructed. Connections to the Service Area central water system are located on the distribution system line and are preconstructed to avoid unnecessary road cuts and excavation. Service connections may not be made to the Service Area system at locations which are not preconstructed without specific written approval of the Water Operator in advance.

4.7 Larger Connections Prohibited. Service lines larger than three quarter (3/4) inch are prohibited unless authorized by the Water Operator.

4.8 Requirements for Service Line Contractors. Service connections to the Service Area water system for new residential units and repairs to existing service lines will be excavated and constructed by only contractors qualified under the provisions of this section. No individual, entity, contractor, or other party may connect to the Service Area water system or make repairs to the Service Area system or service lines connected to the Service Area system without having first qualified under the provisions of this section. The Service Area will bear no liability or pay for any of the costs incurred by contractors installing a service connection.

4.8.1 Every contractor, person or entity intending to perform work in the Service Area to connect individual service lines to the Service Area system or to repair existing service lines connected to the Service Area system must first apply to the Service Area for qualification to work on facilities to be connected to or facilities which are connected to the Service Area system. The application must be completed on a form supplied by the Service Area which includes the name, business name, contractor license number,
insurance company, principal owner or supervisor of the work and the name and telephone number of every person supervising a crew which will be qualified to work within the Service Area. The application must also require evidence of adequate insurance and must include a written statement to be signed by the applicant which affirms that the applicant has read, understands and will comply with the Service Area Regulation regarding service line installation and repair.

4.8.2 The application must be complete when submitted and must be accompanied by a bond in favor of the Service Area in an amount to be determined by the Board to ensure that the applicant will comply with all Regulations, rules and regulations of the Service Area. The compliance bond may be a cash bond or may be a corporate surety bond by a qualified insurer licensed to do business in the State of Utah.

4.8.3 If the applicant completes the application, furnishes the required bond, and is not subject to contractor license complaints, other known noncompliance or workmanship complaints and demonstrates satisfactory knowledge of the procedures necessary to complete the work in a satisfactory manner, the Service Area may find that the applicant is qualified to perform work as required by this section.

4.9 Approval of Connection. Upon the Service Area’s inspection and approval of the metered connection and its written receipt of all applications, agreements and required fees, the Service Area must turn water on to the applicant. The service line and meter connection must be installed by applicant at applicant’s expense. No water will pass through the meter until the Water Operator has inspected and approved the connection. Upon the Water Operator’s inspection and approval of the metered connection and the Water Operator’s written receipt of all required fees, the Service Area will refund to the customer the security deposit less all inspection fees and costs of ensuring compliance. A shutoff valve must be installed on the service lateral at the connection to the service line and the property or street right-of-way line. The isolation valves in a meter box within the street right of way fulfills this requirement. The meter must be installed in the road right of way in a vault located, prescribed, and specified by the Service Area.

4.10 Maintenance Obligation. The Service Area will have no obligation for operation and maintenance of the service line. The customer will be responsible for the maintenance of the service line, except for the meter. The maintenance of the meter will be the responsibility of the Service Area.

4.11 Sale or Transfer of Ownership. Each customer must report to the Service Area’s business office, the sale or transfer of any property and request the termination of water service to the property. The Service Area, upon receipt of this written notice and request, will read the meter, and will at its option close the shut off valve and terminate water service to the connection. Where it is not possible to read the meter, the Service Area will estimate the metered use of the customer pursuant to Section 14.0. The subsequent owner will be required to make a formal application for renewed service to the property on a form provided by the Service Area. As a condition to renewed service, the subsequent owner will sign the service agreement on a form provided by the Service Area in which it agrees to pay all fees, services, and other charges imposed by the Service Area,
and to comply with this Regulation and other Regulations of the Service Area. The lot owner will also pay to the Service Area a refundable transfer of ownership deposit in an amount to be set by the Board to ensure compliance with this Regulation, and compliance with new meter standards, including the vault location in road right of way, backflow prevention, and cross connection control requirements. The amount of the refundable deposit is subject to change from time to time by the Board. The deposit is to cover costs incurred in providing for compliance and reestablishing water service to the particular service connection involved. The Owner is also subject to an Inspection Fee and the subsequent owner is subject to a Resumption of Service Fee to be established by the Service Area, which may change from time to time. Upon compliance with all of the foregoing terms and conditions of this Regulation, water service will be restored to the property. All deposits, less any expenditures for compliance enforcement, new standards compliance, less the amount of any applicable inspection and resumption of service fee(s), will be refunded to the subsequent owner.

SECTION 5 Additional Requirements for Non-Residential Water Use.

5.1 Non-Residential Water Use. The Service Area was not established to provide water service to non-residential properties and lacks sufficient water rights to service new non-residential developments or expansions of existing non-residential developments. Permitting new non-residential connections or expansions of existing non-residential water uses therefore requires applicants to dedicate sufficient water rights to supply the non-residential use to the Service Area at no cost to the Service Area pursuant to Section 16, compliance with specific requirements defined on a case-by-case basis by the Service Area, and continuing compliance with conditions for water service established by the Service Area. Requests for non-residential water service will be permitted only after an applicant complies with the requirements of Section 4, pays any additional fees and security deposits established by the Board for non-residential water use applications, and demonstrates compliance with the following requirements:

5.1.1 When submitting their application, applicants must also submit a plan of service that defines the demands on the water system that will result from the approval of the application, any special needs of the applicant, and every other matter reasonably related to the legitimate issues concerning service to the applicant.

(1) A registered professional engineer will prepare the plan of service and will certify by the engineer’s seal that the information and data in the plan of service are accurate. The applicant will also sign the plan of service.

(2) The Water Operator will submit the completed plan of service for comment, as the Water Operator deems necessary, to qualified professional evaluators and regulatory agencies and relevant governmental services, such as the Service Area’s engineer and legal counsel as well as the Summit County Health Department and Summit County Development Services.

5.1.2 Submit an application to dedicate water rights to the Service Area to supply water for the proposed non-residential use pursuant to Section 16.
5.1.3 After the receipt of comments on the plan of service and after the Service Area has reviewed the application to dedicate water rights pursuant to Section 16, the Board will hold a public hearing to consider the plan of service and the results of the Service Area’s review of the application to dedicate water rights. During the public hearing, the Board will review responses from evaluators and take public comment. The Board will only approve an application for non-residential water service if it determines that:

(1) There is sufficient capacity in the water system to supply the requested non-residential use without impairing the Service Area’s ability to fulfill its current water service obligations;

(2) The water rights the applicant has offered to dedicate are valid and are sufficient to ensure the legal availability of water for the proposed non-residential use; and

(3) The plan of service will be in the public interest and will comply with applicable laws and regulations.

5.1.4 After public hearing and consideration by the Board, the Board may grant the application, deny the application, or grant the application in part with specific conditions and/or requirements. The Board will document all specific requirements in writing and may require the applicant to deposit cash collateral with the Service Area in addition to any fees or security deposits the applicant may have already paid to assure compliance with the conditions and requirements defined by the Board in connection with the action of the Board on the application.

5.1.5 If the Board grants the application for non-residential service, the Board will require the applicant to enter an agreement with the Service Area that will define the terms and conditions of service the Board deems reasonably appropriate to assure that the services the Service Area will render to the applicant will:

(1) Be consistent with the applicant’s representations to the Service Area, in the public interest;

(2) Comply with applicable laws and regulations;

(3) Comply with any non-residential water rates, if any;

(4) Not exceed the capacity of the water system;

(4) Not violate the Service Area’s water rights;

(5) Not impair the Service Area’s water service responsibilities; and
(6) Not be detrimental to the existing service which is the primary priority of the Service Area water system.

5.1.6 Within 60 days of rendering a decision on an application for non-residential service, the Board will:

(1) Provide the applicant with a written summary of its decision. If the Board approves an application with conditions, the written decision will explain the reasoning for the decision. If the Board denies the application, the written decision will explain the reasoning for the denial.

(2) Return any amounts that may remain from any security deposits, if any, or send an invoice to the applicant for any costs the Service Area has reasonably incurred in processing the application that exceed the application fee, which the dedicator will promptly pay.

SECTION 6.0 Water System Service Fees and Other Charges.

6.1 Authority. Pursuant to Utah Code Ann. § 17B-1-103(2)(j) and other applicable provisions of Utah law, the Board may enact fees or other charges to pay some or all of the Service Area’s costs of providing water service and related facilities to its customers, including but not limited to rates for water service, inspection fees, connection fees, impact fees, standby maintenance fees, service call fees, disconnection and reconnection fees, removal of meter fees, delinquent payments and liens, shut off notices, theft of service/illegal connection fees, retroactive collection for use of unmetered water including penalties, fines and violations. The Board, in its discretion, may adopt separate rate schedules for residential and non-residential water service, provided that any valid, pre-existing agreements regarding the provision of non-residential water service will control if there is a conflict between the contract and a non-residential rate schedule that the Board may adopt after the effective date of this Regulation.

6.2 Water System Service Rates. The Service Area will impose a water system service rates for the water used by each water system service connection to recover the costs associated with the administration, operation, maintenance, replacement, rebuilding or construction of capital improvements to the water system. The Board will set the water system service rates by separate regulation after conducting a public hearing pursuant to Utah Code Ann. §17B-1-643 and may change the rates from time to time. The water system service rates will be billed monthly or on such other interval as established by the Board, and will be billed in addition to any other applicable fees, such as overage charges lawfully imposed by the Service Area. The Service Area may impose late charges and interest on any past due service charge fee or any unpaid portion thereof which may be revised from time to time. The record owner of any property will be liable for all water service fees and standby fees assessed or charged by the Service Area.

6.3 Standby Maintenance Fee. The Service Area incurs ongoing costs to maintain and operate its water system, including but not limited to costs associated with ensuring that the system is capable of providing fire suppression services to lots located along the water system; ensuring
that the water system is capable of servicing currently undeveloped lots when they develop; and ensuring that the water system is capable of servicing developed lots that rely on individual wells but qualify for water service from the water system if the owners of such lots elect to connect to the water system due to well failure or other reasons. The Board may impose a standby maintenance fee against each property contiguous with a water main but not connected to the system, including but not limited to properties connected to undeveloped lots and developed lots with privately-owned individual wells that do not divert Service Area water rights, to compensate the Service Area for the facilities and personnel necessary to assure that the Service Area has adequate distribution system capacity to serve the property which is charged the fee. The standby maintenance fee will be charged monthly, quarterly, or yearly at the discretion of the Board. The standby maintenance fee is subject to change from time to time by the Board by separate regulation.

6.4 Conservation and Water Use Violations. Violations of Section 4.4 and 14.2 of this Regulation regarding waste or excessive use of water will constitute a conservation violation. Conservation violations will be determined by the Water Operator.

6.4.1 For a first violation, the Water Operator will issue a warning by written notice to the customer of the first violation and provide educational materials on water conservation and the written policy for the watering schedule to the customer. The Water Operator may also make additional contacts and notifications to the customer prior to the determination of a conservation violation.

6.4.2 For a second conservation violation occurring within a twelve (12) month period following a notice of first violation, the Water Operator will issue a written notice to the customer of second violation along with the applicable fine as specified in the Service Area’s current water service rate and fee schedule will be charged to the customer. The Water Operator may also make additional contacts and notifications to the customer prior to the determination of a conservation violation.

6.4.3 For a third conservation violation occurring within a twelve (12) month period following a notice of second violation, the Water Operator will issue a written notice to the customer of third violation and a fine as specified in the current rate and fee schedule will be charged to the customer. The Water Operator may also make additional contacts and notifications to the customer prior to the determination of conservation violation.

6.4.4 For a fourth conservation violation occurring within a twelve (12) month period following a notice of third violation, the Water Operator will issue a written notice to the customer of fourth violation and a fine as specified in the current rate and fee schedule will be charged to the customer. The Water Operator may also make additional contacts and notifications to the customer prior to the determination of a conservation violation.

6.4.5 For subsequent conservation violations occurring following a notice of fourth violation and within twenty-four (24) months after the date of issuance of notice of
first violation, the Water Operator will charge a fine as specified in the current Service Area rate regulation. In addition, the General Manager, in consultation with the Water Operator, may impose a security deposit on the Customer, or discontinue water service to the customer upon thirty (30) days written notice. The Service Area will also be entitled to seek compliance with this Regulation by injunctive and other appropriate legal relief. If water service is discontinued to any lot serviced by the water system pursuant to this section, the Service Area will not be liable for any expenses or other damage, whether direct or indirect, related to the termination of water service under the circumstances described in this Regulation.

6.5 Water Leak Billing and Adjustments. The purpose of this subsection is to provide the Service Area with a written policy to guide its Water Operator, or other person delegated the responsibility by the Board, in making recommendations to the Board regarding billing adjustment requests. This subsection 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 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 any other circumstances, including but not limited to spa or pool usage or preventable/readily accessible leaks, such as toilet leaks, leaking faucets, leaking hoses bib, etc. This subsection does not apply to agricultural water customers.

6.5.1 Customers will have the following responsibilities:

1. 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 the customer’s 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.

2. 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 report leaks within fourteen (14) days after learning of a leak. Upon request by a customer, the Water Operator or other person delegated the responsibility by the Board 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.

6.5.2 The Water Operator, or other person delegated the responsibility by the Board, may recommend that the Board adjust water billings when the Water Operator reasonably determines that all of the following requirements are met:

1. The customer completed and submitted a written courtesy leak adjustment request to the Water Operator on forms provided by the Service Area pursuant to Section 6.5.6, or any other person delegated the responsibility by the Board,
within 30 days from the bill due date for the period in which the loss occurred.

(2) 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.

(3) 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. 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.

(4) The customer’s account must be in good standing at the time of the Courtesy Leak Adjustment Application’s submission.

(5) 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 will be determined by using historical averages when available.

6.5.3 If the Water Operator, or other person delegated the responsibility by the Board, 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:

(1) Calculate the customer’s “Average Water Usage” during the 24 months the preceded the month in which the customer filed the Courtesy Leak Application.

(2) 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.

(3) Credit to the customer 75% of the Adjusted Usage.

6.5.4 The proposed property-side billing adjustment calculated by the Water Operator, or other person delegated the responsibility by the Board, under Section 6.5.3 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 one billing cycle.

6.5.5 The Board 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’s authority and discretion to review, grant, or deny a billing adjustment request.

6.5.6 Customers will use forms prepared by the Service Area when requesting water leak adjustments.

SECTION 7.0 Metering Requirements for Lots Connected to the Water System.

7.1 One Meter per Lot. Each lot will have a maximum of one meter connection to the water system. Anyone using water through unmetered or meter bypassed connection, without the express prior authorization of the Service Area, will be prosecuted under the theft of services statutes of the State of Utah.

7.2 Unmetered Water Usage. For connections to the water system, the Service Area reserves the right to estimate and collect upon demand for the loss of revenue due to unmetered water usage whether deemed willful or not.

SECTION 8.0 Service Area to Own Water System.

The Service Area will hold title to the water system and will maintain, repair and replace the system in perpetuity. Each customer will own and will bear the sole responsibility for the repair, upkeep and maintenance of the service line from the point of their connection to the main line for the water system for the premises being served. The Service Area will not accept nor bear any responsibility due to sprinkler or irrigation leaks, unmetered water, or problems for household plumbing leaks nor damages caused by leakage, in the service line. Each customer is responsible for the service line from the main connection with the system line in the road to their dwelling. Each customer will be solely responsible to maintain the service line; however, the Service Area may, without incurring liability, make emergency repairs to service lines in order to prevent damage, prevent waste of water, and to prevent contamination of the water supply. Any such repairs will be at the expense of the customer and will be billed to the customer by the Service Area via a notice that details the expenses the Service Area incurred, which the customer will pay within 30 days of the date of the notice.

SECTION 9.0 Additional Customer and Owner Responsibilities.

9.1 Customer Responsibilities. Customers must maintain a reliable pressure reducing device on the property to protect customer plumbing and fixtures from pressure fluctuations and surges caused by water line breaks, construction damages, and system equipment failures. The Service Area will not be responsible for damage to customer properties, including culinary, irrigation, and fire protection water systems, due to pressure fluctuations. Customers responsible to take whatever means necessary to prevent damage to their culinary, irrigation, and fire protection water systems from pressure fluctuations.

9.2 Abandonment or Sale of Allotments Prohibited: Owners may not abandon allotments and may not convey allotments separately from the appurtenant lot.
SECTION 10.0     Temporary Suspension of Service.

The Service Area hereby reserves the right at any time to shut off the water anywhere within its water system for the purpose of making any repairs and/or extensions, or for other temporary purposes, and no claim or cause of action will be made against the Service Area by reason of any shutting down of any water line for repair and maintenance purposes, or by reason of the stoppage of water or interruption of water service due to the scarcity of water, damage to any water work or facility of the Service Area, or any other cause beyond the reasonable control of the Service Area. The Service Area will use all reasonable means to notify customers of work which will require the system to be shut off for service. No notice will be required for work caused or required by emergency repairs.

SECTION 11.0     Fire Hydrants.

An individual may not withdraw water from any fire hydrant without the written permission of the Service Area and if granted must be in compliance with the Fire Code adopted by Summit County. The Park City Fire District is hereby authorized to withdraw water from any fire hydrant or hydrants for hydrant testing and inspection purposes and in the case of fire, to use the water for fire suppression without any prior notice to the Service Area. Any unauthorized connection to and use of water from a fire hydrant will be a violation of this Ordinance and will constitute a theft of services. The Service Area reserves the right to estimate and collect for the loss of revenue due to unmetered water usage whether deemed willful or not.

Property owners will keep the area around and in front of all fire hydrants and valves clear of debris, obstructions, obstacles, overgrowth and landscaping.

SECTION 12.0     Construction of New Water System Extensions.

12.1 Extension Project Sponsor Required Information. A person or entity with an interest in property within the Service Area that is not connected to or adjacent to the water system ask the Service Area for permission to extend the water system to service the property in question by submitting an application to the Service Area and paying any applicable fees. Each application to extend the water system will include each of the following:

(1) The name of the development (if any).

(2) Telephone number, email addresses, and address for the authorized contract agent for the extension’s sponsors.

(3) The name of each extension project sponsor.

(6) A legal description and accompanying map of the area the extension project will serve.
(7) The name each property owner within the area the extension project will serve.

(8) The number of residential units the extension project will serve.

(9) A description of the extension project and facilities, including a description of the proposed construction process and timeline.

(10) The estimated water use and water source for the extension project, including water use estimates for each property that will be served by the extension project; any proposed restrictions on irrigation and total use; and verification of the hydrologic capacity of sources proposed for transfer or dedication to the Service Area.

(11) Such other information as the Service Area deems advisable to ensure compliance with water quality standards for drinking water.

12.2 Review of Application. The Service Area will follow the process set forth in Section 5.0 to review applications for extension projects except where that process conflicts with the requirements of this Section, in which case the requirements of this Section will control.

12.3 Service Rate: In its sole discretion, the Board may require the properties the expansion project will service to pay water service fees pursuant to a different rate structure than the Service Area’s customers to ensure that the costs of the extension project are not borne by the Service Area or its existing customers. The Service Area may utilize other funding mechanisms available under the law, including but not limited to special assessment areas pursuant to Utah Code Ann. § 11-42-101, et seq.

12.4 Dedication of Water Rights. If the extension project seeks to service dry lots that lack allotments, the extension sponsors must dedicate, at no cost to the Service Area, sufficient water rights or other alternative contract rights approved by the Board to supply water to the project. Dedication of such water rights to the Service Area will be pursuant to Section 16.

12.4 Sponsors to Pay for Costs of an Expansion Project. The sponsors of each extension project will construct the extension project at their own expense, including but not limited to all required internal water system improvements necessary to serve the expansion. The internal water distribution system will be constructed in accordance with the Service Area’s specifications. These improvements will not be connected to other Service Area systems, if any, until they have been inspected and approved by the Service Area’s engineers and Water Operator and have been accepted by the Service Area.

12.5 Pipeline Easement Locations. Where possible, provision will be made for the construction of all line extensions and subdivision water system improvements within public streets and easements. However, where the lines must cross private property, the extension project sponsor will obtain at its sole expense all required and necessary easements in form and substance
acceptable to the Service Area's legal counsel. Title to any required storage, pump station or other facilities along with the perpetual rights of ingress and egress for operation, maintenance, repair and replacement of the same will be transferred to the Service Area.

12.6 Transfer of Extension Project and Related Facilities - Service Area to Assume Operation and Maintenance Responsibilities. After the Service Area has accepted the expansion, the Service Area will assume the perpetual obligation to operate, maintain, repair, and replace the improvements and to provide service to the development project in accordance with its Regulations. In consideration of the Service Area's acceptance of these obligations, the expansion project sponsors will convey title to the following property to the Service Area free and clear of all liens and encumbrances, except for those the Service Area has specifically agreed to in writing, and via a conveyance instrument that is acceptable to the Service Area.

(1) The expansion project's distribution system and all appurtenant facilities, specifically including but not limited to all distribution lines, pumps, storage facilities, booster pumps, and any required treatment facilities, together with all appurtenant easements and rights-of-way for the operation, maintenance, repair and replacement of the same.

(2) Title to all storage and well sites, together with any and all easements and appurtenances in connection therewith, including any required protection zone easements to protect water sources, pipeline and utility easements and rights-of-ways.

(3) Any water rights dedicated to the Service Area, which the extension project sponsors will convey to the Service Area pursuant to Section 16.

SECTION 13.0 Individual Wells.

13.1 General. In addition to providing water service through its water system, the Service Area provides water rights that are diverted by certain individual wells, which are the property of owners in the Service Area and primarily serve lots that are not connected or adjacent to the water system.

13.2 1.0 Acre-Foot Limitation: All individual wells with an allotment that are operated under water rights owned by the Service Area and approved for use on individual lots will be entitled to 1.0 acre-foot per year per lot in accordance with the Service Area's water rights. The Service Area will use the process in Section 4.4.1 to determine the estimated water usage of a proposed development that will utilize individual wells to divert any applicable allotments. If the total estimated indoor and outdoor water uses of a proposed development exceed 1.0 acre-foot per lot, the General Manager, in consultation with the Water Operator, will issue start cards on behalf of the Service Area and will only issue a start card if the owner:

(1) Has paid all outstanding fees, including but not limited to any standby fees or metering deposits;
(2) Has sufficiently demonstrated to the Service Area that the estimated uses for the lot will not exceed the 1.0 acre-foot limitation set forth in Section 13.2 herein or has demonstrated that the low owner has other valid water rights in addition to the 1.0 acre-foot allotment to supply the lot’s estimated uses; and

(3) The owner has executed an agreement to abide by all applicable laws and regulations governing the diversion and use of water from the proposed well, including the 1.0 acre-foot limitation and metering requirements set forth in this Regulation.

13.3 Individual Well Meters.

13.3.1 All individual wells drilled and operated under water rights owned by the Service Area and approved for use on individual lots will submit an “Application for Authorization to Drill/Deepen/Rehabilitation or Renovation of a Well” and “Well Metering Security Deposit” to the Service Area for new wells and wells requiring maintenance. The Security Deposit as set by the Board is required to insure the installation and inspection of a totalizing meter on the new well or existing well in compliance with the regulations of the Utah Division of Water Rights and Utah Code Ann. § 73-5-4. The totalizing meter will be installed in the water line extending from the well prior to any water use connection, such as a freeze-free hydrant for outdoor water use, and will be located in a manner where it can be read by the Service Area. The meter and installation require final inspection by the Water Operator. All deposits, less the amount of the Inspection fee(s), will be refunded upon receipt of the “Certificate of Occupancy” for new wells and the “Certificate of Completion” on existing wells and approval of the Water Operator.

13.3.2 All individual wells operated in whole or in part under water rights owned by the Service Area and approved for use on individual lots will be open for inspection at all reasonable times to authorized representatives of the Service Area to inspect for the installation of the required totalizing meter, to read the meter, and to ensure compliance with this Regulation.

13.3.3 If an owner of an individual well refuses or neglects to install an appropriate measuring device, the Service Area may take appropriate action, including but not limited to imposing fines established by the Board, installing the meter and seeking reimbursement from the owner for the Service Area’s reasonable documented costs, and removing the owner’s well as an approved point of diversion under the Service Area’s water rights. Provided, however, that the Service Area will not take any action authorized in this subsection without first giving the owner 30 days written notice to cure the deficiency and an opportunity to request a hearing before the Board. If the Service Area removes a well as an approved point of diversion under this Section, the owner will pay for all of the costs needed to reinstate the individual well as an approved point of diversion, including but not limited to the payment of any required change applications filed with the Division of Water Rights. If any lot that diverts Service Area water rights pursuant to this subsection is
removed as an approved point of diversion for the Service Area’s water rights, the Service Area will not be liable for any expenses or other damage, whether direct or indirect, related to the removal of the approved point of diversion.

13.3.4 The Service Area will charge the owners of a property with an individual well that is diverting Service Area water rights a Transfer and Inspection fee upon sale of the property, and the well will be inspected for compliance prior to the closing on the Property. Properties with non-compliant wells will be charged a Well Metering Security Deposit at closing and the deposit will be held until property is in compliance and final inspection complete.

13.4 Fees. The Board may impose a fee for the cost of reading the meters on individual wells and ensuring compliance with the terms of this Regulation.

13.5 Conservation and Water Use Violations.

13.5.1 The Service Area will follow the process set forth in Section 6.4 to address situations in which individual wells that rely on Service Area Water Rights exceed the 1.0 acre-foot limitation required by Section 13.2 herein. If water service is discontinued to any lot as a result of a determination by the Board that insufficient water resources are available to provide excess water beyond the allocated amount for such lot, the Service Area will not be liable for any expenses or other damage, whether direct or indirect, related to the termination of water service under the circumstances described in this Regulation.

13.5.2 If an individual well owner is authorized to divert water rights in addition to the owner’s 1.0 acre-foot allotment from the same well, the Service Area will deem the first 1.0 acre-foot diverted from the well to be the owner’s 1.0 acre-foot allotment for the purposes of measuring the owner’s water use and calculating any water use or conservation violations. No water use or conservation violations will occur if the total amount of water diverted from an individual well does not exceed the combined amount of water authorized for use on the lot under the owner’s allotment and any additional water rights.

13.6 Cross-Connections and Well-Sharing Prohibited. Following the effective date of this regulation, all cross connections or well sharing arrangements in which two or more lots share one or more wells will require prior approval from the General Manager. The General Manager will only approve requests for cross connections or well sharing arrangements after consulting with the Water Operator and if the parties requesting the cross connection or well sharing arrangement can show by clear and convincing evidence that the proposed cross connection or well sharing arrangement is the only viable means of supplying water to one or more of the properties in question and will not impair public health, safety, or the general welfare. In authorizing a cross connection or well sharing arrangement, the General Manager may require such reasonable terms and conditions are needed to protect public health, safety, and general welfare, including requirements that the parties requesting the cross connection or well sharing arrangement indemnify the Service Area and agree to reimburse the Service Area for any costs the Service Area may incur as a result of the cross connection or well sharing arrangement. If the
Service Area identifies unauthorized cross connections or well sharing arrangements, it may pursue any and all available remedies, including but not limited to fines enacted by the Board and the revocation of the applicable owner’s authorization to use of the Service Area’s water rights. This subsection does not apply to cross connections and well sharing arrangements that were constructed prior to the effective date of this regulation or do not divert water rights owned by the Service Area.

13.7 Drilling of New Existing Wells along Water System Prohibited: Following the effective date of this Regulation, the drilling of new individual wells to divert allotments on lots adjacent to the water system is prohibited and the Service Area will not authorize such wells to divert or use its water rights. Instead, owners seeking to utilize their allotments for lots that the adjacent to the water system must connect to the water system pursuant to Section 4.0. Nothing in this subsection will apply to individual wells installed before the effective date of this Regulation.

13.8 Connection of Existing Individual Wells to Water System:

13.8.1 Owners of existing individual wells drilled before the effective date of this Regulation may receive service from the water system if the individual well is located on a lot that is adjacent to the water system and the owner:

(1) Is in good standing with the Service Area and has paid all applicable and outstanding standby fees and other fees associated with the lot in question;

(2) Agrees to install a totalizing meter for the connection pursuant to this Regulation; and

(3) Agrees to pay for the any and all of the costs of connecting to the water system.

13.8.2 Individual well owners seeking to connect to the water system must dedicate water rights to the Service Area to supply the estimated water needs of the lot pursuant to Section 16 if:

(1) If the lot is a dry lot; or

(2) The lot’s estimated water needs exceed the amount of water dedicated or provided to the Service Area to service the lot in question, in which case the owner must dedicate sufficient water rights to cover any estimated overages determined pursuant to Section 16.

If water service is discontinued to any lot serviced by the water system pursuant to this section, the Service Area will not be liable for any expenses or other damage, whether direct or indirect, related to the termination of water service under the circumstances described in this Regulation.
SECTION 14.0 General Meter Readers and Meter Maintenance.

14.1 General. The Service Area is responsible for inspecting all water meters and related readouts to ensure compliance with this Regulation.

14.2 Replacement. The Service Area will replace those meters that need repair for connections to the water system and the Service Area's sole cost and expense, except for those meters that are damaged or removed by the customer, in which case the provisions of Section 14.7 will apply. Individual well owners will replace meters connected to their wells at their sole cost and expense.

14.3 Obstructions Prohibited. Customers and lot owners will not obstruct in any way the access of authorized Service Area personnel to water meters for periodic inspections, reading, and maintenance. The cost of removing physical obstructions to access to the meter will be charged to the lot owner. Meters on the central water system will be read as directed by the Service Area. Individual well meters will be read once each year by the Utah Division of Water Rights or a Service Area designee. By using diverting Service Area water rights from an individual well or by connecting to the Service Area water system, each customer and lot owner indicates their agreement to comply with all Service Area Regulations and will be deemed to have granted private property access to the Utah Division of Water Rights or the Service Area designee for the purpose of reading water meters on a monthly or other periodic basis.

14.4 Meter Reading for Water System. Meters for connections to the water system will be read monthly starting on or about May 1st, weather permitting, through on or about October 1st of each year. Overages are invoiced and sent with the regular monthly billing to customers on or about the 15th of the month in which they are read. The overages will be reported to the customer in gallons exactly as shown on the meter readings and will be billed to customers according to the Service Area's current water fee and rate schedule.

14.5 Meter Error on Meter Bypass for Water System Meters. If a meter malfunctions or it is discovered that there is unmetered water use and a reliable reading is not possible to obtain, or due to weather conditions physical condition or placement of the meter, it is not possible to read the meter, charges will be estimated by comparing the water usage through the water meter to that of adjoining or similar properties where prior water usage can be established, or, by reference to the prior water usage through the water meter during a corresponding time of the year. Where such data is unavailable, estimates will be made by comparing the prior water usage on similar or adjoining properties and averaging the same. The Service Area reserves the right to estimate and collect for the loss of revenue due to unmetered water usage whether deemed willful or not. The Service Area will collect estimated fees for usage of unmetered water upon demand.

14.6 Meter Testing—Service Area Water System Meters Only. If a customer contests the accuracy of the water meter serving the property, the Service Area will charge a deposit of $75.00 before performing the service necessary to verify the accuracy of the meter. If the meter proves to be accurately calibrated or under-reading, any costs incurred by the Service Area in the
removal, replacing, testing and recalibrating of a meter will be deducted from the deposit and the balance refunded. If the water meter is over-reading, there will be no charge for the repair to the meter. Appropriate adjustments will be made to the customer's next water bill. Adjustments will not be made for any period greater than three months. Meter errors of three percent (3%) or less will be deemed to be accurate readings, warranting no adjustments. If, upon a second meter reading (as requested by the customer) within a six (6) month period for the purposes of determining meter error and the meter is found to be accurately calibrated, a rereading charge of $75.00 will be included in the next billing to the customer.

14.7 Meter Tampering/Meter Bypass. It will be a violation of this Regulation to tamper with or bypass any water meter for the purpose of causing it to produce inaccurate readings or for bypassing the meter so as to obtain unmetered water. Willful consumption of water through a water meter known to be damaged, bypassed or tampered with, will constitute a theft of service and will be punished in accordance with the laws of the State of Utah. The Service Area reserves the right to estimate and collect upon demand for the loss of revenue due to unmetered water usage whether deemed willful or not and to impose any fees established by the Board.

14.8 Relocation/Replacement of Water System Meters. All relocation or replacement of water meters for existing connections to the water system will meet the requirements for new service installations set forth in this Regulation.

14.8.1 It is the responsibility of a customer having an existing connection to relocate or replace the water meter under any one of the following circumstances:

(1) Where the customer constructs alterations or improvements to property which require a building permit, as determined by Summit County, and which building permit has a construction value in excess of $25,000.00;

(2) Where the customer constructs alterations or improvements to property which can be expected to result in a material increase in water use, including but not limited to, the addition of a bathroom, additional kitchen, installation or expansion of a sprinkler system, or addition of water service to an outbuilding; or

(3) Upon discovery of evidence that the water meter has been tampered with, damaged, bypassed or not installed in conformance with applicable plumbing codes, or not installed in conformance with manufacturer specifications.

14.8.2 At its election, the Service Area may require the relocation of an existing water meter at any time for access or health and safety reasons, or to comply with the requirements for new service installations set forth in this Regulation, or for reasons that may vary from those outlined above.
SECTION 15. Use of Service Area Water.

Under no circumstances will any owner use their allotment for any purpose other than to use said water on that owner’s immediate lot area. Any intended use of water resources under the jurisdiction and control of the Service Area by an individual owner outside the geographic boundaries of his lot will be unlawful unless permission of the Board is obtained for intended use. In considering an application for use of allocated water beyond the lot boundaries, the Board will consider the public convenience and necessity above all other issues.

SECTION 16 Dedication of Water Rights.

16.1 General. If the Service Area determines that a proposed residential development will exceed the limitations in Section 4.4, the Service Area may, in its discretion, allow the property owner to dedicate sufficient water rights to the Service Area to cover any estimated overages as a condition for approving the use of the Service Area’s water rights or connection to its water system pursuant to the requirements of this section. This Section will also govern the dedication of water rights for non-residential uses.

16.2 Application Required. The Service Area will consider for dedication any valid water right, provided that the property owner must complete and submit a written application on forms prepared and approved by the Service Area. For the purposes of this section, the term “water right” will mean:

(1) A water and existing right to appropriate surface water or groundwater approved under the laws of the State of Utah;

(2) A share(s) in good standing with a water or irrigation company with a service area that encompasses the property in question; or

(3) A valid exchange application and related contract in good standing.

16.3 Application Compliance, Application Fee, and Costs. Dedicators seeking to dedicate water to the Service Area must pay an application fee determined by the Board to cover the costs of the Service Area’s review of any water right and comply with all requirements of the application, including payment or reimbursement of all costs that the Service Area may incur in reviewing the water right, including but not limited to attorney fees, engineering fees, water application filing fees, recording fees, and title insurance premiums. The Service Area will return any amounts that exceed its actual costs in reviewing and accepting a water right for dedication.

16.4 Service Area to Approve Proposed Water Rights. Upon receiving a completed application pursuant to Section 16.2, the Service Area will evaluate the proposed water right and may refuse to accept any water right which it believes to be insufficient in amount, flow, priority, title, or any other reason that makes the water right unsuitable for the Service Area. In performing its evaluation of a proposed water right, the Service Area will obtain a title commitment from a title company, perform a legal review of the water right, and take any other steps the Service Area
deems necessary to evaluate the water right. The Service Area will notify property owners in writing whether a water right is acceptable and if the application can move forward. If a water right proposed for dedication is not acceptable, the Service Area will explain in writing the reasons why the water right is unacceptable.

16.5 Execution of Warranty Deed and Change Application for Water Rights Other than Exchange Contracts with the Weber Basin Water Conservancy District. If the Service Area determines that a water right is suitable for dedication, the dedicating will execute a warranty deed and change application prepared by the Service Area. The Service Area will only accept warranty deeds for dedicated water rights and will not accept any other form of title conveyance, including but not limited to quit claim deeds. For dedications involving shares in a water company, the dedicating must also fully endorse the underlying share certificate to the Service Area in accordance with the water company’s policies. Upon receipt of the warranty deed and change application, the Service Area will file the change application with the Utah Division of Water Rights and will hold the warranty deed and/or share certificate (if applicable) in escrow, pending an approval of the change application by the Division of Water Rights in a manner that is acceptable to the Service Area. The Service Area will be responsible for moving the change application through the approval process with the Division of Water Rights, provided that the dedicating will provide all assistance the Service Area may require.

16.6 Weber Basin Water Conservancy District Exchange Contracts: For dedications involving exchange contracts (or "petitions") with the Weber Basin Water Conservancy District, the dedicating must assign all rights in the contract to the Service Area in lieu of executing a warranty deed. For each acre-foot dedicated pursuant to an exchange contract under this subsection, the Service Area will provide the dedicating with a 0.75 acre-feet allotment and retain 0.25 acre-feet for general use within the Service Area’s water system as compensation for the annual fees the Service Area will incur to maintain the exchange contract. After the dedicating has assigned a Weber Basin Conservancy District contract to the Service Area, the Service Area will file an exchange application with the Utah Division of Water Rights seeking authorization to use the contract within its water system. The Service Area will be responsible for moving the exchange application through the approval process with the Division of Water Rights, provided that the dedicating will provide all assistance the Service Area may require.

16.7 Review of Adverse Decisions by the Division of Water Rights. The Service Area will not appeal or request reconsideration of decisions by the Division of Water Rights that deny a change application. If the Division of Water Rights denies a change application or approves the application in a manner that is unacceptable to the Service Area, the Service Area will return the warranty deed and any amounts that may remain from the application fee, if any. If the Service Area has incurred costs that exceed the application fee, the Service Area will submit an invoice to the dedicating, which the dedicating will pay within 30 days of the date of the invoice.

16.8 Review of Division of Water Rights Decision Approving Application. After the Division has approved an application required under this subsection and the approval is final and non-appealable, the Service Area will review the approval to determine if it is acceptable and will adhere to the following process:
16.8.1 If the Division of Water Rights’ approval is not acceptable to the Service Area, the Service Area will notify the dedicat or in writing of the problem and will schedule a meeting to address the issues and outline a course of action that must be followed. If the dedicat or is unable or unwilling to start the process over again, the Service Area will return the warranty deed and/or share certificate (if applicable) to the dedicat or.

16.8.2 If the Division of Water Rights’ approval is acceptable, but insufficient quantities of water were approved, the Service Area will notify the dedicat or in writing of the shortage, and the dedicat or will have thirty (30) days to start this process over again for a water right to cover the shortage. If the dedicat or is unable or unwilling to start the process over again, the Service Area will return the warranty deed to the dedicat or.

16.8.3 If the Division’s approval is acceptable, the following steps must take place before the Service Area will issue final approval of the dedication of the water right or any other approvals needed for the proposed development:

16.8.3.1 For dedications not involving exchange contracts with the Weber Basin Water Conservancy District:

(1) The title company selected by the Service Area will complete a final title check and notify the Service Area that it is appropriate to record the warranty deed;

(2) The Service Area will record the warranty deed and, for dedications involving shares in a water company, obtain and updated certificate from the company in the Service Area’s name;

(3) The Service Area will file a report of conveyance with the Division of Water Rights to update title on the Division’s records; and

(4) The title company will send an invoice to the dedicat or for the title premium and any other costs associated with the water right title insurance (less any amounts already paid), which the dedicat or will pay and after which the title company will issue the water right title insurance.

16.8.3.2 For all dedications, the Service Area will return any amounts that may remain from the application fee, if any, or send an invoice to the dedicat or for any costs the Service Area has incurred that exceed the application fee, which the dedicat or will promptly pay.

16.9 Final Acceptance. Following the satisfactory completion of the process required in Section 16.1 through 16.8 and any other requirements needed to obtain water service from the Service Area, the Service Area will issue a final written notice accepting the water right and
approving the dedicatory’s use of the Service Area’s water rights, as well as any other approvals required under this Regulation for the dedicatory to connect to the Service Area’s water system (if applicable) or otherwise use the Service Area’s water rights for its residential development.

16.10 Limitation. The Service Area will not require lot owners to dedicate more water rights than needed to supply the estimated overage of a proposed residential development.


16.11.1 Property owners who own lots for which water rights have been dedicated will pay the same rates and fees as other residential customers connected to the water system, provided that the base rate will allow such owners to use to the amount of water dedicated to the Service Area for their specific lot.

16.11.2 Any water use that exceeds the amount of water dedicated to the Service Area for a specific lot will be subject to the Service Area’s water overage schedule, beginning with the first overage tier.

SECTION 17 Delinquent Accounts.

Owners will be liable for all water service fees and standby fees assessed or charged by the Service Area. The following procedures will govern the collection of all delinquent water rates and fees that the Service Area may charge pursuant to this Regulation and will govern the termination of service for non-payment of fees.

17.1 Monthly Accounts. The General Manager will notify owners with delinquent monthly accounts, including but not limited to monthly water rate payments, of the delinquency by the 15th of the following month. Winter overages that average over the base amount as established by the Service Area Rate Regulation during the winter months when meters are not read will be charged accordingly for the overages.

17.2 Annual Accounts. The General Manager will notify owners with delinquent annual accounts, including but not limited to any applicable standby fees, of the delinquency by January 30th of the following year.

17.3 Other Fees. If an owner fails to pay any other fees this Regulation may require in a timely manner, the General Manager will notify the owner of the outstanding balance within 30 days of the delinquency.

17.4 Use of Available Security Deposits. The Service Area may, in its discretion, deduct any delinquent amounts owing to the Service Area under to this Regulation from any unused portion of any security deposit paid by the applicable owner to the Service Area pursuant to any current Service Area regulation.
17.5 **Collection of Delinquent Accounts.** When a past due amount is 120 days in arrears, the Service Area will send a written notice to the property owner of record informing the property owner that:

1. Requests payment or a response within 30 days of the date of the notice;

2. Explains how the property owner may dispute the amount owing;

3. That if payment is not made within 30 days of the date of notice, water service will be terminated and a fee charged;

4. Informs the property owner that they may request a hearing before the Board regarding any delinquency prior to the termination of service; and

5. Informs the property owner that the Service Area will ask Summit County to place a lien for the amount owing plus administrative costs and interests on the property in question pursuant to Utah Code Ann. § 17B-1-902 if the property owner does respond within the 30-day time period set forth in the notice.

17.6 **Termination of Services for Non-Payment of Fees.**

1. The Service Area may terminate water service to the premises involved and the customer if a property owner does not cure a delinquency or request a hearing before the Board to discuss the delinquency within 30 days of the date of the notice required under Section 17.5 and if the property owner does not request a hearing;

2. If a customer requests a public hearing before the Board to discuss a delinquency, the Board must hold the public hearing before the Service Area may terminate water service;

3. If the Service Area terminates water service, the customer will be required to pay all applicable deposits and fees, in addition to curing the delinquencies, as a condition to the resumption of water services.

17.7 **Placement of Liens for Delinquent Accounts.** In addition to the remedies available in Section 17.6, if the property owner does not make arrangements to pay the amount owing or does not respond within the 30 day period, the Service Area will submit the delinquent account to Summit County for collection through property tax lien pursuant to Utah Code Ann. § 17B-1-902 and will include 18% interest per annum and a delinquent lien fee. The Service Area may also pursue any other remedy available at law to collect delinquent accounts and related costs, including but not limited to attorney’s fees.
SECTION 18  Appeals and Final Actions.

Owners may appeal any decision rendered by the General Manger or the Water Operator to the Board or the Board’s designated hearing officer by sending a written notice to the chair of the Board within 30 days of the decision that states the basis of the appeal and the relief requested. Any decision by the Board or its designated hearing officer on an appeal or other decision required by this Regulation will constitute the final action of the Service Area on the matter in question.

SECTION 19  Effective Date.

This Regulation is effective upon the date of its adoption.
REGULATION NO. 2019-__


PREAMBLE

WHEREAS, Summit County Service Area #3 (the “Service Area”) is a Utah local district, existing under and by virtue of the provisions of the Service Area Act, Section 17B-2a-901, et seq. of the Utah Code;

WHEREAS, Section 2-27-1 of the Summit County Code authorizes the Service Area to operate and maintain the roads and trails located within the Silver Creek Estates Subdivision, including snow removal;

WHEREAS, the Board desires to consolidate and update Ordinances 2013-3 and 2013-4 and Regulation 2018-05 into one consolidated regulation to govern the use and regulation of the public rights-of-way within the Service Area;

WHEREAS, in addition to the aforementioned ordinances and regulation, the Board desires to adopt new provisions governing: (a) snow removal; (b) the establishment of winter driving restrictions; (c) an application process for excavation activities that use Service Area roads; and (d) a process by which the Service Area can seek reimbursement of costs under limited situations in which the Service Area incurs costs repairing damage to the public rights-of-way or responding to requests for assistance from stranded motorists; and

WHEREAS, the Board desires to update its fees and security deposits regarding the use of Service Area roads for construction and other purposes to more accurately account for the impacts and related costs the Service Area incurs repairing and maintaining the roadways as a result of these activities; and

WHEREAS, the Board of Trustees finds that it is in the best interests of the Service Area and its residents to repeal Regulation No. 2018-05 and Ordinances 2013-3 and 2013-4, and replace them with the attached regulation, which sets forth uniform policies and procedures by which the Service Area will regulate the roads and trails in the Subdivision.

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

1. That Regulation 2018-05 is repealed in its entirety and replaced with the attached regulation;

2. That Ordinances 2013-3 and 2013-4 are repealed in their entirety and replaced with the attached regulation;
3. The updated road service fee will apply to all construction projects that require a building permit from Summit County and have an estimated value in excess of $25,000 and will be $2,000.00 per structure, provided that the Service Area will collect an additional $1.00 for each square foot of the structure that exceeds 5,000 square feet.

4. The updated refundable driveway/culvert security deposit will be $3,500.00, provided that the Service Area will collect an additional $1.00 per square foot for:
   a. Each square foot of the related structure that is being constructed that exceeds 5,000 square feet; or,
   b. If no related structure is being constructed, each square foot of the driveway that exceeds 5,000 square feet.

5. A new road usage fee will be required for excavation activities using Service Area roads is $______ per activity, provided that the Service Area will collect an additional $______ per pound of the estimated fill or other material that will be transported over Service Area roads above ______ pounds.

6. Pursuant to the process set forth in the attached regulation, the Service Area may (a) seek reimbursement for its documented expenses from motorists who are subject to the Service Area’s jurisdiction and who cause the Service Area to incur expenses related to the maintenance, operation, and repair of the public rights-of-way, and (2) charge a $25.00 late fee for motorists who fail to timely reimburse the Service Area for its documented expenses.

7. Pursuant to the process set forth in the attached regulation, the Service Area may: (1) seek reimbursement of its documented snow removal expenses from property owners whose snow removal encroaches upon public rights-of-way; and (2) charge a $25.000 late fee for property owners who fail to timely reimburse the Service Area for its documented snow removal expenses.

8. The Service Area’s staff is directed to prepare, revise, and send any notices, releases, form letters, or other documents the adopted, attached regulation may require.

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees of Summit County Service Area #3 on this _____ day of ________, 2019.

[Execution on following page]
SUMMIT COUNTY SERVICE AREA NO. 3

Vince Pao-Borjigin, Chair
Board of Trustees

ATTEST:

Larry Finch, Board Clerk

VOTING

Trustee Carpenter voting
Trustee Finch voting
Trustee Galoostian voting
Trustee Keblish voting
Trustee Montgomery voting
Trustee Olson voting
Trustee Pao-Borjigin voting
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SECTION 1.0 Definitions.

1.1 **Board.** The Service Area’s Board of Trustees.

1.2 **County.** Summit County, Utah.

1.3 **Driveway.** Any private roadway connecting with a public road within the Service Area.

1.4 **Emergency.** Any situation requiring immediate or remedial action to protect public safety or health or to prevent injury, the loss of life, or damage to property and the environment.

1.5 **Encroachment(s).** Any structure, fixture, excavation, tree, shrub, motor vehicle, trailer, dumpster, debris, gravel, dirt, or any other item or action that intrudes upon, invades, encloses, blocks, or otherwise hinders the public’s ability to freely use a right-of-way without the authorization of the Service Area or other applicable authority.

1.6 **Entity.** Any person, firm, public utility, corporation, or any other entity that places an encroachment within a right-of-way.

1.7 **Excavation Activity.** A project that will place, make, enlarge, or change any excavation; re-grade existing contours; or place fill on private property that will require the use of roads or other public rights-of-way that are subject to the Service Area’s jurisdiction.

1.8 **Four-Wheel Drive.** Four-wheel and all-wheel drive automobiles and light trucks mounted M+S (all-season) or 3 peak mountain snowflake (3PMSF) snow tires on all wheels.

1.9 **General Manager.** The Service Area’s general manager.

1.10 **Motorist.** A resident of the Subdivision or an agent, representative, or sub-contractor of a resident or contractor performing construction services within the Subdivision who is operating a motor vehicle.

1.11 **Notice of Encroachment.** The form letter that will be sent to an entity reasonably believed to be responsible for an encroachment.

1.12 **Restricted Road.** Any road which has been designated by the Service Area with vehicle restrictions.

1.13 **Right-of-Way.** Any public right-of-way subject to the Service Area’s jurisdiction, including but not limited to public roadways, highways, thoroughfares, parkways, or trails.
1.14 **Roads Manager.** The Service Area’s roads manager.

1.15 **Service Area.** Summit County Service Area #3.

1.16 **Subdivision.** The Silver Creek Estates Subdivision.

1.17 **Tire Chain.** Metal chains which consist of two circular metal loops, one on each side of the tire, connected by not less than nine evenly spaced chains across the tire tread and any other traction devices differing from such metal chains in construction, material, or design but capable of providing traction equal to or exceeding that of such metal chains under similar conditions.

1.18 **Traction Devices.** Devices that improve traction of tires on icy or snowy road by placing high friction objects between the tires and the road. Examples include tire chains, tire studs, and other devices similar in function.

1.19 **Traction Device Equipped.** A vehicle equipped as follows.

1.19.1 Any size vehicle with traction devices on all drive tires. An exception is allowed in the case of dual tires, where traction devices are required for at least one of the two tires in the dual mounting.

1.19.2 On a vehicle less than 12000 GVW equipped with 3 Peak Mountain Snowflake (3PMSF) snow tires on all wheels will be considered traction device equipped.

1.19.3 Any size vehicle equipped with four-wheel drive and tires having adequate tread.

1.20 **Winter Weather Conditions.** A road that has accumulated snow, ice, or slush that creates poor driving conditions.

**SECTION 2.0 Authority**

The Service Area promulgates this Regulation pursuant to Utah Code Ann. § 17B-1-103, Utah Code Ann. § 17B-2a-901, et seq., and Section 2-27-1, et seq. of the Summit County Code.

**SECTION 3.0 Waiver**

Nothing in this regulation will be construed as a waiver by the Service Area to collect or seek reimbursement for damages caused to the roads, trails, or improvements in the Subdivision.

**SECTION 4.0 Rights-of-Way**

The Service Area will exercise jurisdiction over all rights-of-way subject to its jurisdiction to the extent allowed under the provisions of the Service Area Act, Utah Code Ann. § 17B-2a-901, et
seq. or successor statute, all applicable regulations of the County, and any other applicable laws or regulations.

4.1 Rights-of-Way Subject to Service Area Jurisdiction. The rights-of-way subject to the Service Area’s jurisdiction include:

4.1.1 All un-built public roadways, highways, thoroughfares, parkways, or trails within the Subdivision as platted and approved by the County’s Board of Commissioners;

4.1.2 All roadways, highways, thoroughfares, parkways, or trails built during and subsequent to the original development of the Subdivision and dedicated to public use, even if they were built in a different location than originally platted and approved by the County Commission; and

4.1.3 All other roads, highways, thoroughfares, parkways, or trails dedicated to public use, including, but not limited to, those dedicated or abandoned to public use pursuant to Utah Code Ann. § 72-5-104 or successor statute.

SECTION 5.0 Encroachments on Rights-of-Way Prohibited

Any and all encroachments on the rights-of-way within the Service Area are prohibited, except as otherwise provided herein.

SECTION 6.0 Emergency Exception

An encroachment on a right-of-way is permissible in an emergency, provided that the entity making the encroachment must remove the encroachment as soon as is reasonably possible and notify the Service Area’s Roads Manager at the earliest possible time regarding the encroachment and the emergency that necessitated the encroachment.

SECTION 7.0 Encroachment Reporting Procedures

7.1 Initial Investigation. Upon identifying an encroachment or receiving notice of an encroachment by anyone else, the Roads Manager will investigate the encroachment within a reasonable amount of time.

7.2 Report to General Manager. If the Roads Manager determines that an encroachment exists after performing the investigation, the Roads Manager will report the encroachment to the General Manager.

7.3 Notice to Entity Responsible for Encroachment. Upon receiving notice from the Roads Manager of an encroachment, the General Manager will send a written Notice of Encroachment to the entity believed to be responsible for the encroachment. The General Manager does not need approval from the Board to send the Notice of Encroachment. The Notice of Encroachment must include the following information:
7.3.1 The time and date when the encroachment was identified;

7.3.2 The location of the encroachment;

7.3.3 A description of the encroachment, including photographs where possible;

7.3.4 The entity reasonably believed to be responsible for the encroachment;

7.3.5 An explanation of why the Service Area believes an encroachment exists;

7.3.6 Response options for the entity believed to be responsible for the encroachment as described in Section 7.4 below;

7.3.7 Contact information and instructions for the entity to use in contacting the General Manager regarding the Notice of Encroachment;

7.3.8 A notification that a copy of the Notice of Encroachment has also been sent to the applicable officials with the County’s Public Works Department and Attorney’s Office; and

7.3.9 An explanation that the Service Area will recommend enforcement procedures from the County if the entity fails to respond to the Notice of Encroachment or fails to provide a valid objection to the Notice of Encroachment within the specified time period.

7.4 Response to Notice of Encroachment. An entity that receives a Notice of Encroachment will be given the following options in responding to the Notice of Encroachment:

7.4.1 Remove the encroachment and provide evidence to the General Manager that the encroachment has been removed;

7.4.2 Inform the General Manager of the steps and associated timeline that the entity will take to remove the encroachment; or

7.4.3 Object to the Notice of Encroachment with supporting information and documentation on one or more of the following grounds:

7.4.3.1 The encroachment is justified, either through an emergency or other similar necessity;

7.4.3.2 There is no encroachment;

7.4.3.3 The entity that received the Notice of Encroachment is not responsible for the encroachment; or

7.4.3.4 Any other legal reason that justifies the encroachment.
7.5 **Timely Response.** The entity that receives the Notice of Encroachment must deliver a written response to the General Manager within 14 days of the date the Notice of Encroachment was sent.

7.6 **Notice of Encroachment Records.** The General Manager will maintain records of every Notice of Encroachment the General Manager sends to an entity and any responses received to each Notice of Encroachment.

7.7 **General Manager’s Duty to Keep Board Informed.** The Board is not required to be involved in every Notice of Encroachment action, but the General Manager will keep the Board reasonably informed of the General Manager's actions relating to Notices of Encroachments.

7.8 **General Manager’s Duty to Notify Board of Violations.** If the General Manager determines that an entity reasonably believed to be responsible for an encroachment: (1) did not respond to the Notice of Encroachment within 14 days; (2) did not provide satisfactory evidence that the encroachment would be removed or failed to remove the encroachment within the time frame the responsible entity provided to the General Manager; or (3) did not provide a valid objection to the Notice of Encroachment, the General Manager will notify the Board of the responsible entity’s violation and provide the Board with the entity’s response to the Notice of Encroachment, if any.

7.9 **Final Decision Maker.** The Board is the final decision maker in determining whether to request enforcement from the County. Upon receiving notification from the General Manager of an encroachment violation, the Board will review the matter and determine whether to seek enforcement from the County.

7.10 **Written Request to the County.** If the Board decides to request enforcement from the County, the Board will direct the General Manager to request enforcement from the County in writing, so that Summit County may thereafter take over the matter.

7.11 **Notice to Entity Responsible for Encroachment.** At the same time, or within a reasonable amount of time after the General Manager sends the written request for enforcement from the County, the General Manager will send a letter to the entity responsible for the encroachment, informing the responsible entity that the matter has been turned over to the County.

**SECTION 8.0  County Responsibilities for Encroachments.**

The County owns the roads within the Service Area and is responsible for patrolling the roads and removing encroachments on the roads pursuant to Section 7-6-1, et seq. of the Summit County Code. This regulation does not prohibit the County from patrolling the roads or undertaking enforcement actions within the Service Area separate and apart from the procedures established by this regulation.
SECTION 9.0 Road Construction Application.

9.1 Application Required. A property owner within the Service Area who initiates a construction activity having a construction value in excess of $25,000 and requiring a building permit from the County will deliver to the Service Area an application letter with the following information:

9.1.1 The name and contact information of the property owner and the person responsible for the construction activity;

9.1.2 The address or lot number of the lot upon which improvements are to be constructed;

9.1.3 The projected starting date and construction completion date of the project;

9.1.4 The estimated square footage of the construction activity;

9.1.5 The estimated value of the construction activity;

9.1.6 A copy of the County building permit.

9.2 Review of Application. The General Manager will review the application for completeness and may deny the application if it is incomplete, if the applicable fees have not been paid, or if the application does not comply with this Regulation or applicable law. The General Manager will confer with the Roads Manager in reviewing applications submitted under this Section and will notify the property owner in writing whether the application has been granted or denied, and, in the case of a denial, will explain the reasons for the denial.

9.3 Road Service Fee. Prior to reviewing an application submitted pursuant to this Section, the Service Area will collect a road service fee in advance of the start of construction from each property owner submitting an application for impacts and necessary repairs to the roads of the Service Area caused by construction activities. The base road service fee is $2,000.00 per structure, provided that the Service Area will collect an additional $1.00 for each square foot of the structure being constructed that exceeds 5,000 square feet. All fees collected pursuant to this Section will be remitted to the Service Area’s General Road Maintenance Budget.

9.4 Agricultural Buildings. Agricultural buildings that are not exempt from building permit requirements of Utah Code Ann. § 15A-1-204(11) will be treated the same as any other structure for the purposes of this Regulation.

9.5 Payment of Service Area Costs. As a condition of the Service Area’s authorization for a property owner to use the public roads and rights-of-way within the Subdivision for a construction project, the property owner agrees to pay all costs and fees incurred by the Service Area in enforcing this Regulation, including reasonable attorney’s fees incurred in collecting the amount due.
SECTION 10.0  Driveway Construction Application.

Every property owner within the Service Area will construct all driveways in accordance with the standards and specifications of this Section.

10.1 Application Required. Every property owner constructing a driveway will, prior to commencement of construction, apply in writing to the Service Area for permission to construct a driveway, with the following information:

10.1.1 The name and contact information of the property owner and person responsible for the construction activity;

10.1.2 The address or lot number(s) of the property upon which the driveway is to be constructed;

10.1.3 The projected starting date and construction completion date of the driveway; and

10.1.4 A copy of any applicable County permit.

10.2 Consolidation with Applications Filed under Section 9.1: If a property owner is constructing a driveway as a part of a construction project requiring a permit under Section 9.1, the property owner will submit one application containing the information required in Sections 9.1 and 10.1, which the Service Area will process as one application.

10.3 Review of Application. The General Manager will review the application for completeness and may deny the application if it is incomplete, if the applicable fees and security deposit have not been paid, or if the application does not comply with this Regulation or applicable law. The General Manager will confer with the Roads Manager in reviewing applications submitted under this Section and will notify the property owner in writing whether the application has been granted or denied, and, in the case of a denial, will explain the reasons for the denial.

10.3.1 Payment of Refundable Driveway/Culvert Security Deposit Required. The Service Area will also collect a refundable driveway/culvert security deposit of $3,500.00 plus $1.00 for each square foot of the structure being constructed that exceeds 5,000 square feet if the driveway is being constructed as part of a new structure or a remodeled structure requiring an application under Section 9.1.

10.4 Additional Driveway Service Fee. For each driveway and/or driveway culvert that is constructed after the first driveway, the Service Area will collect an additional service fee of $500.00 to ensure compliance with the requirements of this Section.

10.5 Payment of Security Deposit and Fees Required Before Construction May Begin. Property owners constructing a driveway that connects with a public road may not begin construction until after they have paid: (1) the road service fee required under Section 9.2; (2) the driveway/culvert security deposit required under Section 10.2; and (3) if applicable, the additional
driveway service fee. The security deposit will be paid together with the road service fee required in Section 9.2 and any applicable additional driveway service fees. The Service Area will hold the security deposit to ensure the compliance of the property owner with the provisions of this Regulation.

10.6 Minimum Driveway Width. The minimum driveway width will be twelve (12) feet. All driveways will be constructed in compliance with the standards and specifications which are depicted in the drawing which is Exhibit A to this Regulation.

10.7 Culverts. All driveways will be constructed using a culvert at each surface drainage feature which will extend two feet (2') on either side of the driveway. Each culvert will have a diameter of not less than eighteen inches (18''), unless written authorization for either a smaller culvert or no culvert is obtained from the Service Area. Each culvert will be aligned in the drainage feature to receive and discharge flows at the appropriate location so as not to block drainage. Each driveway will have a gutter depression parallel to the road drainage not less than two inches (2'') above and not more than six inches (6'') below the road shoulder elevation to provide drainage from the driveway to the drainage feature.

10.8 Security Deposit Refund. Any security deposit collected by the Service Area under this Section may be refunded after satisfactory completion of construction and all required repairs, under the following procedure:

10.8.1 The property owner notifies the Service Area when construction is completed and request a refund in writing, identifying the lot number and the property owner's name and address, the reasons supporting the request for refund, the date construction started and ended, and any other pertinent information the property owner deems necessary. The property owner must submit the refund request to the General Manager within thirty (30) calendar days of the building permit end date.

10.8.2 After receipt of the written request for refund, the Roads Manager will inspect the driveway, culvert, and related road, trail, and drainage systems and will recommend to the General Manager whether the Service Area should act to approve, reduce or deny the refund.

10.8.3 The General Manager will approve a refund of a security deposit if the driveway and applicable culvert is fully completed in compliance with the requirements outlined herein and if all construction related damage to the roads, trails, and drainage systems have been adequately repaired. If the General Manager denies the request for refund, the General Manager will provide the property owner with a written explanation of the reasons for the denial. If the property owner’s construction project has required the Service Area to incur costs repairing damage related to the project, the Service Area will deduct any amounts owning from the security deposit and will provide the property owner with an invoice showing the costs the Service Area has incurred. The property owner will reimburse the Service Area for any costs in excess of the security deposit within thirty (30) days of the date of the invoice.
10.8.4 If a property owner does not request a refund in a timely manner pursuant to Section 10.9.1, the Roads Manager will inspect the driveway, culvert and related road, trail, and drainage system and will recommend to the General Manager whether the Service Area should act to approve, reduce, or deny the refund. The General Manager will then follow the process in Section 10.9.3 as applicable.

10.9 Compliance. Any property owner who constructs a driveway or entrance that is not in compliance with this Section will be responsible to bring said construction into compliance. Any property owner who fails to comply with this Section will be deemed to have granted authority to the Service Area to take whatever action is appropriate, including legal action, repair the road(s), trails, and drainage system(s) and to bring the driveway or entrance construction into compliance with this Section. The property owner agrees to pay all costs and fees incurred by the Service Area in enforcement of this Section, including reasonable attorney’s fees incurred in collecting the amount due.

10.10 Applicability. This Section will apply to all driveways within the Service Area; however, driveways that were in existence as of January 31, 2013 will not be required to comply with the standards and specifications of this Section until the Board, in its sole discretion, chooses to upgrade the road and drainage system adjacent to the lot and driveway. Upon written notice by the Service Area to the property owner that such road and drainage system improvement will be completed by a specific date and that compliance will be required, the property owner will improve or modify the Driveway to comply with this Section no later than sixty (60) days from the date of written notice.

SECTION 11.0 Excavation Activity Application.

11.1 Application Required. A property owner within the Subdivision desiring to perform an excavation activity must apply in writing to the Service Area for permission to perform the excavation activity if the activity requires a permit from the County. The application must include:

11.1.1 The name and contact information of the property owner and the person responsible for the excavation activity;

11.1.2 The address or lot number(s) of the property upon which excavation activity will be performed;

11.1.3 The projected starting date and completion date of the excavation activity;

11.1.4 The estimated weight in pounds of the fill or other material that will be transported over rights-of-way subject to the Service Area’s jurisdiction within the Subdivision;

11.1.5 A copy of the applicable County permit.

11.2 Review of Application. The General Manager will review the application for completeness and may deny the application if it is incomplete, if the applicable fees have not
been paid, or if the application does not comply with this Regulation or applicable law. The General Manager will confer with the Roads Manager in reviewing applications submitted under this Section and will notify the property owner in writing whether the application has been granted or denied, and, in the case of a denial, will explain the reasons for the denial.

11.3 Road Usage Fee. Prior to reviewing an application submitted pursuant to this Section, the Service Area will collect a road usage fee in advance of the start of beginning of an excavation activity that requires the use of the public roads within the Subdivision. The Base road usage fee is $_____ per excavation activity, provided that the Service Area will collect an additional $_____ for each pound of fill or other material that exceeds _____ pounds. All construction Service road usage fees collected pursuant to this Section will be remitted to the Service Area’s General Road Maintenance Budget.

11.4 Emergency Conditions. Emergency excavation activities may be made without filing an application under this Section if the reason for the excavation activity is to prevent loss of life or damage to property which appears to be imminent if the action is delayed by waiting to secure the applicable permits from the County and to file the application required by this Section.

11.5 Payment. As a condition of the Service Area’s authorization for a property owner to use the public roads and rights-of-way within the Subdivision for an excavation activity, the property owner agrees to pay all costs and fees incurred by the Service Area in enforcing this Regulation, including reasonable attorney’s fees incurred in collecting the amount due.

SECTION 12.0 Expiration of Applications.
An application granted under Sections 9.0, 10.0, or 11.0 will automatically expire at 11:59 pm on the 540th day following the date the Service Area grants the application. If an application expires, the Service Area will return all applicable deposits, less any costs or expenses the Service Area has incurred pursuant to this Regulation. Once an application has expired, it must be re-filed with all applicable deposits and fees to secure authorization from the Service Area for the applicable project.

SECTION 13.0 Liability to Repair Road, Drainage System, and Trail Damage

13.1 Repairs. Each property owner who damages a road, drainage system, trail, or any other public right-of-way or facility subject to the Service Area’s jurisdiction will repair the damage at the property owner’s sole cost and expense. Unless the Service Area directs otherwise, the property owner will make the repairs within three days of:

13.1.1 The date damage was incurred; or

13.1.2 The date of completion of a project or activity authorized pursuant to this Regulation if the damage was contemplated and anticipated as part of the authorized project or activity.

13.2 Approved Contractor. All repairs must be performed by a contractor approved by the General Manager after consulting with the Roads Manager.
13.3 Notice. If the property owner does not repair the damage caused by the construction activity within three days following the date of the damage or, if applicable, the completion of a project or activity authorized under this Regulation, the Service Area will notify the property owner in writing concerning the requirement to complete the repairs.

13.4 Compliance. Any property owner who fails to comply with this Section will be deemed to have granted authority to the Service Area to take whatever action is appropriate, including legal action and repairs to the road(s), trails, and drainage system(s). The property owner agrees to pay all costs and fees incurred by the Service Area in making any necessary repairs and enforcing this Section, including reasonable attorney’s fees incurred in collecting the amount due.

SECTION 14.0 Vehicle Traction Device Equipment.

14.1 Purpose. The purpose of this Section is to establish the conditions under which the Service Area will require vehicles to be traction device-equipped to traverse roads or road segments impacted by winter weather. Requiring vehicles to be traction device-equipped when conditions warrant increases the likelihood that drivers safely traverse the road and reduces the likelihood that drivers create a public safety hazard, hamper road maintenance, or cause damage to the improvements and roads in the Subdivision.

14.2 Designation. When winter weather conditions warrant or during specified times of the year, as determined by the Service Area, the Service Area may designate roads or sections of roads where no vehicle will be allowed or permitted unless the vehicle is traction device equipped.

14.3 Notification. The Service Area will notify travelers when vehicles must be traction device-equipped by placing signs or notices on the road or segments of road where vehicles are required to be traction device equipped.

SECTION 15.0 Reimbursement for Motorist Assistance

15.1 Reimbursement. If the Service Area, its personnel or contractors are required to assist a motorist or otherwise take action to make a motorist’s vehicle operational, or make repairs to roads caused by the motorist, or both, regardless of whether the motorist complies with this Regulation, the Service Area may, at its discretion, seek reimbursement for any costs associated with assisting the motorist from the motorist if the motorist is a resident of the Service Area or if the motorist is a contractor or agent of a resident or property owner within the Service Area. Prior to completing the assistance, the agent or representative of the Service Area will record the following information regarding the assistance provided:

15.1.1 The motorist’s name and lot number, if applicable;

15.1.2 The motorist’s name and company information;

15.1.3 The motorist’s license plate number;
15.1.4 A description of the vehicle;

15.1.5 The date of the incident that required the Service Area to assist the motorist;

15.1.6 A description of the events that took place; and

15.1.7 The name of the agent or representative of the Service Area that provided the services to the motorist.

15.2 Notice of Reimbursement. Within 45 days of assisting the motorist, the Service Area must send a notice to the property owner that the motorist was providing services for informing the property owner of the amount of reimbursement the Service Area seeks for its assistance or repairs. The notice of reimbursement must contain information gathered under Section 14.1 and must also include a receipt or receipts, or other information, showing the costs that the Service Area incurred, contact information for the Service Area’s General Manager where the property owner can send a written response, the deadline for filing a written response, and the deadline for paying the reimbursement.

15.3 Reimbursement Date. If the property owner has a security deposit on file with the Service Area, the Service Area will deduct the reimbursement costs from the security deposit. Within 30 days of the date of the notice of reimbursement, or 15 days from the date of the notice of denial from the Service Area’s General Manager, the motorist must provide payment to the Service Area.

15.4 Written Challenge. A property owner who receives a notice of reimbursement pursuant to this Section may provide the General Manager with written notice disputing the notice of reimbursement. The property owner must file the written response with the General Manager within 10 days of the date of the notice of reimbursement. The written notice must state with specificity and provide supporting evidence showing that the property owner is not responsible for reimbursing the Service Area based on one of the following reasons:

15.4.1 The motorist was not providing a service for a property owner or resident;

or

15.4.2 The motorist was acting beyond the scope of the motorist’s work when the motorist required the Service Area’s assistance.

15.5 Written Decision. Within 30 days of receiving a written appeal, the General Manager will determine whether an information submitted by a property owner pursuant to this Section shows by a preponderance of the evidence that the property owner is not responsible for reimbursing the Service Area. The General Manager will inform the property owner of the determination in writing and explain the reasons for any denials.

15.6 Late Fee. If the motorist who received assistance from the Service area does not pay the Service Area within the 30-day deadline as shown on the notice of reimbursement, the Service Area may charge the motorist a $25 late fee.
SECTION 16        Snow Removal.

16.1 Snow Storage on Site. Property owners and residents will make arrangements for the storage of accumulated snow on their own premises or property or on the premises of another private property with the permission of that owner. All property owners and residents will confine the accumulated snow to their premises or property or to another private premises or property with the other owner’s permission.

16.2 Prohibition on the Deposit of Snow in the Public Right-of-Way. Property owners and residents will not deposit, haul, push, blow, or otherwise deposit snow accumulated on private property within the traveled portion of any public right-of-way in a manner that impedes the reasonable flow of traffic of that right-of-way. The “traveled portion” is the width of any paved or graded street, sidewalk, or trail. Property owners and residents will not deposit snow in a manner that impedes the reasonable flow of traffic. In determining whether snow deposited in the public right-of-way impedes the reasonable flow of traffic, the Service Area will look at whether a driver of ordinary skill and experience in snowy climates, driving a typical passenger vehicle with tires reasonably suited for winter road conditions could pass over the area in question without needing to leave the normal lane of travel, getting stuck in deposited snow, or risking damage to their vehicle. The Service Area will also look at the impact to roadside safety and impairments to sight distances in determining impediments to traffic.

16.3 Property owners Responsible for Encroachments. The public rights-of-way within the Subdivision may be wider than the paved or graded area to allow space for utility services, snow storage, and other public uses. Property owners who install structures, landscaping, or improvements that encroach within the public right-of-way do so at their own risk and the Service Area will not be responsible for any damage to these improvements that may result from normal snow removal activities. Any damage caused by the placement of structures, landscaping, or improvements within the public right-of-way will be the responsibility of the property owner.

16.4 Reimbursement for Service Area Costs. If a property owner or resident deposits, hauls, pushes, blows, or otherwise deposits snow within the public right-of-way in any manner that requires the Service Area to incur costs and expenses removing the snow or repairing damage to the public right-of-way caused by the snow, the property owner or resident will reimburse the Service Area for its documented costs within 30 days of receiving an itemized invoice from the Service Area.

16.5 Late Fee. The Service Area may assess a $25.00 late fee for property owners who fail to timely reimburse the Service Area for its documented expenses under this Section.

SECTION 17.0        Water Service Separate and Unrelated.

The Service Area’s provision of water service is separate and unrelated to compliance with any other aspect of this Regulation, and compliance with this Regulation will not obligate the Service Area to provide water service.
SECTION 18.0  Appeals.

Any person or entity may appeal any decision rendered by the General Manager or the Roads Manager to the Board or the Board's designated hearing officer by sending a written notice to the chair of the Board within 30 days of the decision that states the basis of the appeal and the relief requested. Any decision by the Board or its designated hearing officer on an appeal or other decision required by this Regulation will constitute the final action of the Service Area on the matter in question.

SECTION 19.0  Savings Clause.

If any section, subsection sentence, clause or phrase of this Regulation is for any reason held to be, invalid by a court of law, such determination will not affect the validity of the remaining portions of this Regulation, which will remain binding and enforceable against the customers of the Service Area.
RESOLUTION NO. 2019-

A RESOLUTION OF SUMMIT COUNTY SERVICE AREA NO. 3
TO REPEAL AND REPLACE REGULATION 2017-05 TO
ADOPT GOVERNANCE STANDARDS AND RULES OF ORDER AND PROCEDURE

PREAMBLE

WHEREAS, Summit County Service Area #3 ("Service Area") is a service area authorized and organized under the provisions of Utah law to carry out those purposes set forth in Section 2-27-1 of the Summit County Code, and

WHEREAS, pursuant to Utah Code Ann. § 17B-1-301(h), the Service Area’s Board of Trustees is authorized to adopt by laws for the orderly functioning of the Board; and

WHEREAS, pursuant to Utah Code Ann. § 17B-1-310(3)(b)(i), the Service Area’s Board of Trustees is authorized to adopt rules of order and procedure to govern the public meetings of the Board; and

WHEREAS, the Service Area desires to update and amend its Governing Standards, or bylaws, to include rules of order and procedure and to provide further guidance regarding Board member responsibilities and Board oversight of Service Area staff and contractors.

NOW, THEREFORE, be it RESOLVED by the Board of Trustees of the Summit County Service Area #3 that Ordinance #2017-05 is hereby repealed in its entirety and replaced with the attached regulation effective immediately.

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees on this _____ day of ______________, 2019.

[Execution on following page]
ATTEST:

Larry Finch, Board Clerk

VOTING
Trustee Carpenter voting
Trustee Finch voting
Trustee Galoostian voting
Trustee Keblish voting
Trustee Montgomery voting
Trustee Olson voting
Trustee Pao-Borjigin voting
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BOARD CONDUCT AND RULES OF ORDER AND PROCEDURE

1. MEETINGS.

a. REGULARLY SCHEDULED MEETINGS. The Board of Trustees ("Board") will meet at least once each month, and more frequently as business dictates, on a regularly scheduled day each month. These meetings will be known as the "Regular Meetings."

b. SPECIAL MEETINGS. Any meeting that is not a Regular Meeting, called with 24 hour notice, will be known as a "Special Meeting." The Chair of the Board, or a majority of the Board, may call as many Special Meetings, in addition to the Regular Meetings, as will be deemed necessary.

c. EMERGENCY MEETINGS. Emergency meetings may be called by the Chair, or Vice Chair, with less than 24 hour notice, but all action taken at said emergency meetings will be considered and/or ratified at a special meeting or a regularly scheduled meeting. Furthermore, no emergency meeting will be held unless an attempt has been made to notify all Trustees by phone and email, and a majority of Trustees authorizes the Emergency Meeting.

d. NOTICE OF MEETINGS. Notice of Regular Meetings, or Special Meetings, will be provided via email, at the Trustee’s designated email address, to each Trustee at least 24 hours in advance of the meeting. Further, notice of Regular Meetings and Special Meetings, and the agenda therefore, will be posted at a place within the Service Area where constituents are most likely to observe the notice. Said notice will be given not less than 24 hours prior to the meeting and will state the agenda, date, time and place of each meeting. In addition, notice of each Regular Meeting and Special Meeting will be posted on the Utah Public Notice Website and the Service Area’s Website, and will be made available to a newspaper of general circulation that serves the Service Area. If at all practicable, notice of each Emergency Meeting will be posted on the Utah Public Notice Website.

e. NOTICE OF PUBLIC HEARINGS. Notice of all public hearings will be given as provided by state law. Notice of budget public hearings will be published in a newspaper of general circulation within the Service Area’s boundaries and posted in the same manner as notices for Regular Meetings.

f. QUORUM. Four Trustees will constitute a quorum of the Board of Summit County Service Area No. 3.

g. MEETINGS OPEN TO THE PUBLIC. All meetings of the Service Area Board will be conducted in compliance with the provisions of the Utah Open and Public
Meetings Act and all enactments of the Service Area will be in compliance with applicable state law for the matter considered by the Board.

h. **VOTE BY PROXY.** Vote by proxy will not be allowed for any purpose.

i. **RULES OF ORDER AND PROCEDURE.** All meetings of the Service Area Board will be conducted in compliance with the Rules of Order and Procedure attached and incorporated herein as **Addendum A.**

2. **ELECTION OF OFFICERS.**

a. **CHAIR AND VICE-CHAIR.** The Board will elect a Chair and a Vice-Chair at its first regularly scheduled meeting in January each year. The Chair and Vice-Chair will serve for a period of one year or until their successors are elected. Neither the Chair nor Vice-Chair may serve consecutive terms in the same office.

b. **CLERK AND TREASURER.** The Board will elect a Clerk and a Treasurer. These two offices may not be held by a single person.

c. **DUTIES OF THE CHAIR.** Among other duties approved by the Board, the Chair will:

   i. Cause the agenda to be compiled and posted in advance of any meeting. The Chair will place upon the agenda any item requested by any member of the Board for any specific meeting;

   ii. Preside at all Board meetings;

   iii. Call any special meetings or emergency meetings that the Chair may deem necessary and appropriate;

   iv. Ensure the integrity of the Board’s processes and normally serve as the Board’s official spokesperson.

   v. Participate in discussion of all matters.

   vi. Vote as a member of Board and will have no power to veto.

   vii. Ensure that the Board’s rules of procedure are followed and bear responsibility for:

       (1) Maintaining the dignity of Board meetings.

       (2) Calling meetings to order and confining the discussion to the agenda, determining time limits to be given to a subject under discussion by the Board, or any person, including Trustees, who desire to speak to any subject addressed by the Board.
(3) Recognizing Trustees for motions and statements and may allow 
audience and staff participation at appropriate times.

(4) Gaining knowledge of the Service Area’s adopted rules of procedure 
and how to apply them.

(5) Ensuring compliance with the Utah Open and Public Meetings Act 
or applicable successor statute or requirements regarding open 
public meetings.

(6) Courteously discouraging Trustees and members of the public who 
talk too much, too often, or who are repetitive in their comments.

(7) Courteously ensuring those who have the floor are not interrupted 
and to rule out of order those not following meeting procedures.

(8) Recognizing the Trustee offering the motion, restating the motion, 
presenting the motion to the Board for consideration, calling for the 
vote, announcing the vote, and then announcing the next order of 
business.

(9) Keeping (or cause to be kept) an accurate record of all SCSA#3 
Board Meetings and deliberations, including the maintenance of an 
accurate record, by individual member, of all formal votes of the 
SCSA#3 Board duly recorded by name in the minutes.

viii. Make only those interpretive decisions that fall within the topics covered by 
current Board policies regarding Board governance and staff relationships, 
except where the Board specifically delegates portions of this authority to 
others, using any reasonable interpretation of the provisions in those 
policies, provided that the Chair will not:

(1) Make any interpretive decisions about policies created by the Board 
in the Ends and Executive Limitations policy areas; or

(2) Exercise any authority as an individual to supervise or direct the 
SCSA#3 General Manager or other employees or contractors.

ix. Represent the Board to outside parties in announcing Board-stated positions 
and in stating decisions and interpretations within the areas the Board has 
assigned to the Chair, delegating this authority to other Board members 
when appropriate, but remaining accountable for its use.

d. DUTIES OF THE VICE-CHAIR. Among other duties approved by the Board, the 
duties of the Vice-Chair will be to act in the absence of the Chair and perform all
official duties and functions that the Chair is empowered to perform when the Chair is absent.

e. **DUTIES OF THE CLERK.** The Clerk will keep or cause to be kept, the minutes of every Regular Meeting, Special Meeting and Emergency Meeting, whether open or closed. The Clerk will further be responsible for carrying out any official duties as directed by the Board.

f. **DUTIES OF THE TREASURER.** The Treasurer will be responsible for holding and maintaining in appropriate accounts all funds collected by the Service Area. The Treasurer will be responsible for all matters relating to funds in any way involving the Service Area. The Treasurer will be responsible for all collection and disbursement of funds in the Service Area.

g. **TERMS OF CLERK AND TREASURER.** The Clerk and Treasurer will serve two year terms.

3. **MISSION OF THE BOARD.** The mission of the Board is to represent its constituents and lead the Service Area by determining and demanding appropriate and excellent organizational performance. To distinguish the Board's own unique job from the jobs of the SCSA#3 Chair and staff, the Board will concentrate its efforts on the following:

a. Utilizing proactive strategies to ensure meaningful linkage with SCSA#3 residents to determine their concerns, needs and demands.

b. Developing written governing policies that, at the broadest levels, address:

   i. **Ergs:** Organizational products, impacts, benefits or results for specified recipients and their relative worth (perhaps, i.e., what end result is desired for whom and at what cost).

   ii. **Executive Limitations:** Constraints on executive authority that establish the practical, ethical and legal boundaries within which all executive activity and decision-making will take place.

   iii. **Governance Process:** How the Board will conceive, carry out and monitor its own work.

   iv. **Board/Staff Relationship:** How authority is delegated to the SCSA#3 employees and contractors, and their role, authority and accountability.

c. Ensuring Board performance by monitoring compliance with - **Governance Process** and **Board-Staff Relationship** Policies.

d. Ensuring that the Ends are the focus of organizational performance.
e. Ensuring SCSA#3 compliance with fiduciary responsibilities and fiscal policies as required by law to provide for efficient handling, spending, accounting and reporting of public funds as prescribed by Generally Accepted Accounting Principles (GAAP) and state laws.

f. Annually review and appoint an independent financial auditor for an audit of the organization and cause an internal review of financial transactions. The audit report is to be presented within 180 days of year end.

4. **BOARD GOVERNANCE.** The Board will govern itself in accordance with the following governing principles:

   a. The Board will hold itself accountable by ensuring that all actions it takes are consistent with the Service Area’s purpose, mission and values and the Board’s policies. In fulfillment of this charge, the Board is committed to rigorous improvement of its capacity to govern effectively using its policies to define its concerns in terms of values and its vision in terms of expectations.

   b. The Board will govern with emphasis on long-term organizational vision; exhibit future orientation rather than past or present; focus on strategic leadership rather than administrative detail; encourage diversity in viewpoints but support collective rather than individual decisions; observe clear distinction between Board and Chair roles; and govern proactively rather than reactively.

   c. The Board will govern so that long term values are achieved in the manner consistent with productive use of people and resources, with orderliness, with deliberation of thought and with care in the use of Board Members’ time. Accordingly:

    i. The major ongoing concerns of the Board will be careful consideration of the Service Area’s reason for existence, its purpose, mission and values. All other concerns, however legitimate, will be routinely managed as much as possible to allow the Board to spend most of its time focused on the Service Area’s Ends policies.

    ii. Board members will be discreet and respectful of elected leaders and will be sensitive to the expectations and values of the public they serve.

    iii. The Board will cultivate a sense of group responsibility. The Board will be responsible for governing with excellence. The SCSA#3 will use the expertise of individual Board members to enhance the ability of the Board as a body, but the Board may not substitute judgments of individual members for the Board’s collective values. The Board will work in partnership with the Chair, staff, and contractors.

    iv. The Board will hold itself accountable for governing with excellence. This self-discipline will apply to matters such as attendance, preparation for
meetings, adherence to policymaking principles, respect of roles, and ensuring effective continuity of governance capability into the future.

v. The Board will direct, control, and inspire the organization through the careful establishment of written policies reflecting the Board’s values and perspectives. The Board’s major policy focus will be on the intended long-term benefits for its constituents, not on the administrative or programmatic means of attaining those benefits. The Board will attend to current and short-term issues only (a) as a temporary expedient; (b) in monitoring the Chair’s performance; or (c) as a device to maintain grassroots understanding. No issue will consume Board time that has not first been determined to be a Board issue. Board meetings will be disciplined by this principle.

vi. Complaints relative to SCSA#3 policy should be heard in Board meetings, not by individual Board members. Matters of policy should come before the Board in session or may be referred by the Board to a Committee of the SCSA#3.

vii. Individual Board members will direct questions from the media to the SCSA#3 Chair, or designee, for official comment on behalf of SCSA#3. When the Board has authorized a Board Member to act or speak on behalf of the SCSA#3, the Board member will act according to the will of the Council on those matters for which the Board has taken an official position. In the absence of an official position by the Board, Board Members will exercise their best judgment to determine how best to represent or speak on behalf of SCSA#3 or the Board in accordance with the best interests of SCSA#3.

viii. Continuous Board development will include orientation of new members in the Board’s governance process and periodic Board discussion and evaluation of process to assure continued improvement.

ix. The Board will allow no officer, individual or committee of the Board to hinder or be an excuse for the Board’s not fulfilling its commitments.

x. The Board will monitor its process and performance at each meeting through a debriefing process, which may include regular reports from SCSA#3 staff at Board meetings. Self-monitoring may include comparison of actual Board activity to the standards reflected in this Regulation.

5. **BOARD MEMBER CONFLICTS OF INTEREST.** Board members will annually disclose their involvement with other organizations, businesses or associations which might produce a conflict of interest. Board members are expected to avoid conflicts of interest involving any matter pending before the Board. A conflict of interest is deemed to exist when a Board member is confronted with an issue in which the Board member
has a personal or pecuniary interest or an issue or circumstance that could render the Board member unable to devote complete loyalty and singleness of purpose to the organization. Accordingly:

a. If a Board member has a personal or private interest in a matter pending before the Board, the Board member will disclose such interest to the Board, will not vote on the matter and will not attempt to influence the decisions of other members of the Board.

b. The Board will not enter into any contract with any of its Board members or with a firm in which a Board member has a controlling financial interest. Accordingly, a Board member will not:

   i. Disclose or use confidential information acquired in the course of official duties as a means to further the Board member’s personal financial interests or the interests of a member of the Board member’s immediate family.

   ii. Solicit or accept a gift of substantial value or economic benefit for personal use which would tend to improperly influence a reasonable person, or which the Board member knows or should know is primarily for the purpose of a reward for official action.

   iii. Engage in a substantial financial transaction for private business purposes with any employee of the SCSA#3.

   iv. Perform an official act that directly confers an economic benefit on a business in which the Board member has a substantial financial interest or is engaged as a counsel, consultant, representative or agent.

6. PROCESS FOR ADDRESSING BOARD MEMBER VIOLATIONS. The Board and each of its Board members are committed to faithful compliance with the provisions of the Board’s policies. In the event of a Board member’s willful and continuing violation of policy, the Board will seek remedy by the following process:

a. Conversation in a private setting between the offending Board member and the Board Chair or other individual Board member designated by the Board.

b. Discussion in an executive, closed session between the offending Board member and the full Board pursuant to Utah Code Ann. § 52-4-204.

c. Request to the SCSA #3 Board for censure of the offending Board member by 2/3 majority vote of the other members of the Board.

7. BOARD/STAFF RELATIONSHIP. The Board’s relationship with SCSA#3 staff and contractors will comply with the following principles and requirements:
a. *Global Governance-Management Connection and Unity of Control.* Decisions or instructions of individual Board members, officers, or committees are not binding on the SCSA#3 staff and/or contractors except when the Board has specifically authorized such exercise of authority by individuals or committees.

b. *Accountability of the SCSA#3 Staff and Contractors.* The SCSA#3 Board manages the operation of the organization. All authority over and accountability of staff and contractors are considered to be the responsibility of the Board.

c. *Delegation to the SCSA#3 Staff and Contractors.* The Board will instruct the SCSA#3 staff and contractors through written policies that prescribe the organizational ends (Ends Policies) to be achieved and describe organizational situations and actions to be avoided (Executive Limitations Policies). The Board will support any reasonable interpretation of those policies by the SCSA#3 staff and contractors. Accordingly:

i. The Board will develop policies instructing the SCSA#3 staff and contractors to achieve defined results for identified recipients at a specified cost. These policies will be developed systematically from the broadest; most general level to more defined levels and will be called *Ends* policies.

ii. The Board will develop policies that limit the latitude the SCSA#3 staff and contractors may exercise in choosing the organizational means. These policies will be developed systematically from the broadest, most general level to more defined levels, and they will be called *Staff and Contractor Limitations* policies.

d. *Monitoring the Board's Governance Process and Board/Staff Relationship.* The Board will monitor SCSA#3's Governance Process and Board/Staff Relationship policies to determine the degree to which the Board adheres to and fulfills its own policy commitments and to assure the continued relevancy and currency of the policies. Monitoring will be done as efficiently as possible, using Board time effectively so that meetings can be used to create the future rather than to review the past. Within the financial constraints of the SCSA#3, the Board will conduct periodic reviews to allow it to focus on governance issues and other matters that require in-depth and undivided attention, while authorizing the General Manager to oversee day-to-day operations.

8. **EXPENSES AND COMPENSATION.** The Board will approve the payment of all expenses of the Service Area at each regular meeting except as authorized by the Purchasing Policy. Members of the Board will be compensated for all out-of-pocket expenses undertaken by them on behalf of the Service Area. Each member of the Board will be entitled to be paid compensation not exceeding $5000.00 per year as a majority of
the Board will determine. All expenses of the Service Area will be generally approved in advance, except under emergency circumstances.

9. BUDGET OF THE SERVICE AREA.

a. Summit County Service Area #3 will conform in all respects to the fiscal procedures act for service areas, as set forth in Utah Code Ann. § 17B-1-101 et seq. and Utah Code Ann. § 17B-2a-901 et seq.

b. The budget will be prepared with regard to the separate funds required under State law.

c. The budget will provide a financial plan for the budget year and will specify estimates of all anticipated revenues and all appropriations for expenditures. The total of the anticipated revenues will equal the total of appropriated expenditures, which may include reserve funds as allowed by law.

d. On or before the first regularly scheduled meeting of the Board in November, the Board will prepare for the ensuing year a tentative budget for each fund for which a budget is required. The tentative budget will be reviewed, considered, and tentatively adopted by the Board in any regular meeting or special meeting called for that purpose, and may be amended or revised in any manner which is considered advisable prior to public hearings; copies of the tentative budget will be provided to all affected and interested entities as required by law. A copy of the tentative budget will be available for public inspection for a period not less than 30 days prior to the final hearing to adopt the budget.

e. At the meeting in which the tentative budget is adopted, the Board will establish the time and place of a public hearing to consider the adoption of the final budget as required by state law, and will order that notice of the hearing be published not less than 7 days prior to the hearing in at least one issue of a newspaper of general circulation within the Service Area’s boundaries.

f. At the time and place advertised, or at any time or any place to which the public hearing may be adjourned, the Board will hold a public hearing on the budget tentatively adopted. All interested persons in attendance will be given an opportunity to be heard on the estimates of revenues and expenditures or any item in the tentative budget of any fund.

g. After the conclusion of the public hearing, the Board may continue to review the tentative budget and may insert any new items, or may increase or decrease items of expenditure that were the proper subject of consideration at the public hearing, except as otherwise provided by State law.
h. The Board will by Resolution adopt a budget for the ensuing fiscal year for each fund for which a budget is required. A copy of the final budget for each fund will be certified by the Board and filed as provided by law.

i. Upon final adoption, the budget will be in effect for the budget year, subject to later amendment. A certified copy of the adopted budget will be filed in the Service Area office and will be available to the public during regular business hours.

j. The Board may, at any time during the budget year, review the individual budgets of the governmental funds for the purpose of determining if the total of any of them should be increased. If the Board decides that the budget total of one or more of these funds should be increased, it will follow the procedures established under State law.

10. VOTING QUORUM OF THE BOARD. All business to be carried out by the Service Area must be approved by a majority vote of a quorum at any meeting.

11. CONSISTENCY WITH STATE LAW. This resolution will be interpreted and construed to be consistent with Summit County ordinances applicable to the Service Area and Utah State law, and to the extent of any inconsistency, any mandatory provisions of Utah State law will govern.

12. LITTLE MANUAL. To the extent applicable and not contrary to state law the Service Area will follow the “Little Manual for Local & Special Service Districts” published by the Office of the State Auditor of Utah.

13. BYLAWS AND GOVERNANCE. This Resolution will supersede and replace any prior bylaws or governance resolutions adopted by the Service Area.

14. PUBLICATION AND EFFECTIVE DATE. This Resolution will be published as provided in Utah Code Ann. § 17B-1-313 and will be effective upon passage.
ADDENDUM A

RULES OF ORDER AND PROCEDURE
Summit County Service Area #3

Recognizing that the Service Area Board of Trustees ("Trustees or Board"), as a governing body, needs a systematic way of conducting its business, these rules of procedure are to provide for the orderly conduct of Service Area business by the Service Area Board, with the objective of providing for full, open, and comprehensive debate of issues brought before the Service Area Board for action in a forum open to the public, and which encourages citizens' awareness of Service Area Board activities.

These procedures do not increase or diminish the existing powers or authority of the Chair or Service Area Board Members, as set forth in state law or local resolution ordinance, and will be used in conjunction with Resolution No. 2016-01.

Pursuant to the provisions of Summit County Code § 2-27-1, et seq., and Utah Code Ann. § 17B-1-301(h) – (i) and § 17B-1-310(3)(b), the Board of Summit County Service Area #3 will abide by the following regulations for the conduct of its Board Meetings.

A. SERVICE AREA BOARD MEETING AGENDA

An item may be placed on the agenda by the Chair, or at the request of any Board Member. The Service Area Clerk will be responsible for preparing the agenda and including items requested by the Chair or Board Members.

Agenda items must be submitted to the Service Area Clerk or designee by the close of business, 8:00 am on the Thursday prior to the Monday date of the meeting. Any item that is submitted to the Service Area Clerk after the deadline will be put on the next following meeting agenda. Requestor should also notify the Chair of the added agenda item.

Any agenda item not addressed during the meeting will automatically be placed on the agenda of the next meeting.

To accomplish its stated objectives, the Board will adopt and follow an annual agenda that schedules continuing review, monitoring and refinement of Ends policies, linkage meetings with identified ownership and staff groups, monitoring of policies, and activities to improve board performance through education, enriched input and deliberation.

Accordingly:

1. The planning cycle will end each year by November 1st in order that administrative decision-making and budgeting can be based on accomplishing the next one-year segment of the Board’s most recent statement of long term ends.
2. The planning cycle will start with the Board’s development of its agenda for the next year, and will include:

   a. Scheduled linkage discussions and consultations with selected groups and persons whose insights and opinions may be helpful to the Board.

   b. Education discussions on governance matters, including orientation of new Board members in the Board’s governance process, and periodic discussions by the Board about means to improve its own process.

   c. Education related to Ends policies (e.g. presentations by futurists, demographers, advocacy groups, staff, etc.).

   d. Scheduled monitoring of all policies.

3. Throughout the year the Board will attend to consent agenda items as expeditiously as possible. An item may be added or removed from the consent agenda for separate consideration at the request of any Board member.

4. The Board will conclude each meeting with agenda items to:

   a. Monitor the Board’s process and performance, consistent with Sections A and G, and

   b. Review action to be taken to prepare for the next Board meeting.

B. CODE OF CONDUCT FOR SERVICE AREA CHAIR, BOARD MEMBERS, AND PUBLIC ATTENDING MEETINGS

1. The Board commits itself and its members to ethical, businesslike and lawful conduct, including proper use of authority and appropriate decorum. Board members will conduct all business in legal meetings in accordance with procedures prescribed in the rules and regulations and will reach decisions only after full consideration and debate on the issues in question. Once a decision is made, all Board members will abide in good faith by the decision.

2. Board members will represent the interests of the whole organization. This accountability supersedes any conflicting loyalty to other advocacy or interest groups; loyalty based upon membership on other boards or staffs; and conflict based upon the Board members’ use of the services provided by the SCSA#3.

3. Board members:

   a. May not attempt to exercise individual authority over the organization. The Board will not be bound in any way by any statement or action on the part of any individual Board member, except when such statement or action is identified as a directive of the Board.
b. Will recognize the lack of authority vested in individual Board members except when explicitly authorized by the Board when interacting with SCSA#3 staff and contractors.

c. Recognize the same limitation and the inability of any Board member to speak for the Board except to repeat explicitly stated Board decisions when interacting with the public, press, or others. This limitation does not restrict any Board member from engaging constituents directly regarding their concerns and needs.

d. Board members will not publicly make or express individual negative judgments about SCSA#3 staff performance. Any such judgments of SCSA#3 Chair, Board or staff performance will be made in closed session and only by the Board.

e. Board members will maintain confidentiality appropriate to issues of a sensitive nature and information that otherwise may tend to compromise the integrity or legal standing of the Board, especially those matters discussed in closed session.

f. Board members will refrain from any self-dealing or any conduct of private business or personal services between any Board member and SCSA#3 except as procedurally controlled to assure openness, competitive opportunity and equal access to otherwise “inside” information.

g. Board members must not use their positions to obtain for themselves, or for their family members, employment or the award of a contract with the SCSA#3. Should a Board member desire employment or the award of a contract, he or she must first resign.

4. When the Board is to decide upon an issue about which a member has an unavoidable conflict of interest, that member will recuse him/herself from the deliberation and abstain from the vote. In order to build and maintain productive and effective relationships, Board members will maintain a system of communication and interaction that builds upon mutual respect and trust. Accordingly, Board members will:

a. Exercise honesty in all written and interpersonal communication.

b. Maintain focus on common goals.

c. Communicate in a timely manner to avoid surprises.

d. Respect majority decisions of the Board.

e. Withhold final judgment on issues until fully informed.

f. Seek first to understand rather than to be understood.
g. Criticize privately, praise publicly.

h. Use closed sessions appropriately and judiciously.

i. Maintain appropriate confidentiality.

j. Openly share personal concerns.

k. Take the initiative to communicate and ask questions for clarification.

l. Share information and knowledge.

m. Give direction as the whole, not as individuals.

n. Make every reasonable effort to protect the integrity and promote the positive image of the organization and one another.

o. Deal with outside entities or individuals, with members, staff and each other in a manner reflecting fair play, ethics and straightforward communication.

p. Remarks should apply to the question under debate.

q. Will avoid references to personalities, and refrain from questioning motives of other members or staff personnel.

r. Demonstrate courtesy and will not disrupt proceedings.

s. Will not use their positions to secure privileges or personal gains and will avoid situations which could cause anyone to believe that they may have brought bias or partiality to a question before the Service Area Board.

t. Will be dedicated to the principles of representative democracy by recognizing that the chief function of local government is to serve the best interests of the public at large while respecting individual rights.

u. Will be dedicated to the effective use of the Service Area's available resources.

v. Will refrain from any activity that would hinder their ability to be objective and impartial.

w. Service Area business will be discussed in open, well-publicized meetings, except in rare situations in which Executive Sessions are authorized.

5. Board members will not:

   a. Embarrass each other or the Service Area.
b. Intentionally mislead or misinform each other.

c. Maintain hidden agendas.

d. Undermine majority decisions of the Board.

e. Assume responsibility for resolving operational problems or complaints.

C. PARLIAMENTARY RULES ("RULES OF ORDER")

The following may be referred to as the Service Area’s Rules of Order and will be the parliamentary rules for conducting the business of the Service Area Board. The Service Area Attorney will serve as the Parliamentarian, and will recommend rulings, upon request by the presiding officer, to all points of order raised during the proceedings. Each Rule is followed by a recommended Procedure and Purpose to explain the Rule and guide the Chair and Trustees in its intended application.

RULE NO. 1: The meeting is governed by the agenda and the agenda constitutes the Service Area Board's agreed-upon roadmap for the meeting.

PROCEDURE. Each agenda item will be handled by the Chair in the following basic format:

First, the Chair should clearly announce the agenda item number and should clearly state what the agenda item subject is.

Second, following that agenda format, the Chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a Trustee, a staff person, or an invited person charged with providing input on the agenda item.

Third, the Chair should ask the Trustees if they have any technical questions of clarification. At this point, the Trustees may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the Chair should invite public comments if at a formal public hearing and should open the public hearing for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair should announce that the public hearing is closed. For a regularly scheduled agenda item, the Chair may invite public comment.

Fifth, the Chair should invite a motion. The Chair should announce the name of the Trustee who makes the motion.
Sixth, the Chair should determine if any member of the Service Area Board wishes to second the motion. The Chair should announce the name of the Trustee who seconds the motion. If there is no second then the Chair should call for another motion.

Seventh, if the motion is made and seconded, the Chair should make sure everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the Service Area Clerk to repeat the motion.

Eighth, the Chair should now invite discussion of the motion by the Service Area Board. If there is no desired discussion, or after the discussion has ended, the Chair should announce that the Service Area Board will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the Chair takes a vote. All votes for purposes of the meeting minutes will be by roll call of the Board.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the Service Area Board has taken.

PURPOSE OF THE RULE: All meetings must comply with the Utah Open and Public Meetings Act which requires that a notice and an agenda for a public meeting be prepared in advance of the meeting and that no final action be taken on any item that is not on the agenda. In addition the Act requires that the minutes of the meeting contain certain minimum information including the name of any Trustee speaking on an issue, the substance of what the Trustee says, an accurate description of any action taken by the Board and the voting record of each individual Trustee.

RULE NO 2: Any matter that requires a Service Area Board decision will be brought before the Board by motion.

PROCEDURE. The procedure for any motion will be as follows: First, the Chair should recognize the Trustee. Second, the Trustee makes a motion by preceding the member's desired approach with the words: "I move . . . ." So, a typical motion might be: "I move that we adopt this resolution."

The Chair usually initiates the motion by either (1) Inviting the Trustees to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the Trustees... "A motion would be in order that we adopt this resolution." (3) Making the motion. As noted, the Chair has every right as a Trustee to make a motion, but should normally do so only if the Chair wishes to make a motion on an item but is convinced that no other Trustee is willing to step forward to do so at a particular time. (4) Reading a motion suggested by the Service Area Staff.
PURPOSE OF THE RULE. The purpose of this rule is to limit items under discussion to those and only those that the Trustees want to discuss; give clarity as to what is being decided; and to make sure everyone, including the person taking the minutes actually knows and can remember what the ultimate outcome of any discussion and debate is.

RULE NO 3: One question at a time and one speaker at a time.

PROCEDURE: Only one question will be discussed at a time. The question may have several motions.

There will only be one speaker at a time. Anyone who wishes to speak must raise their hand first after the current speaker finishes. The Chair will call upon the person by name. Once a Trustee has been recognized, he has been granted “the floor” and may begin speaking. The speaker may not be interrupted except as allowed by these rules.

If a Trustee wishes to ask a question during their time and retain the floor to speak after the question has been answered they may indicate so before posing the question by saying something similar to “I have additional comments and wish to retain the floor after this question has been answered.”

PURPOSE OF THE RULE. The purpose is to focus on only one question and to allow Trustees the ability to express their points of consideration without losing their train of thought and to completely finish without fear of interruption.

RULE NO 4: The Chair may use General Consent (also known as Unanimous Consent) with all motions except those motions where the votes are used for purposes of the meeting minutes or require a roll call of the Board.

PROCEDURE: When the Chair feels the Board is all in agreement, the Chair asks if there are any objections to the motion to amend, withdraw, or any motions in Rule No. 7. The Chair pauses and if there are no objections states that the motion is approved. If there is any objection then the motion is put to a regular vote. A Trustee may object simply because he or she feels it is important to have a formal vote.

Example: The Chair states, “If there is no objection, we will recess for 10 minutes, [pause to see if any Trustee objects]. There being no objection, we will recess for 10 minutes.

If a Trustee objects by stating, “I object” the matter is then put to a vote. The Chair states, “An objection being made, the question is will we recess for 10 minutes? As many as are in favor, say Aye. Those opposed, say No. The Ayes have it and we will recess for 10 minutes.”

PURPOSE OF THE RULE. General consent is helpful in expediting general routine business or when the Chair senses the Board is in agreement. General consent allows

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flexibility of the rules while protecting the right of the majority to decide and the minority to be heard.

RULE NO 5: There are only three basic forms of motions allowed: Initial Motions, Motions to Amend, and Substitute Motions.

PROCEDURE: The initial motion. The initial motion is the one that puts forward an item for the Service Area Board's consideration. An initial motion might be: "I move that we adopt resolution number 10-1 as presented."

The motion to amend. If a Trustee wants to change the initial motion that is before the Service Area Board, they would move to amend it. A motion to amend might be: "I move that we amend the motion to adopt resolution number 10-1 with changes in paragraph 1 as follows. . . ." A motion to amend takes the initial motion which is before the Service Area Board and seeks to change it in some way. The motion to amend must be germane to the initial motion. The motion to amend must not be the same as a negative vote on the initial motion.

The substitute motion. If a Trustee wants to completely do away with the initial motion that is before the Service Area Board, and put a new motion before the Service Area Board, they would move a substitute motion. A substitute motion might be: "I that we refer resolution number 10-1 to the planning commission for its recommendation."

PURPOSE OF THE RULE. "Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the Chair. So that if a Trustee makes what that Trustee calls a "motion to amend", but the Chair determines that it is really a "substitute motion", then the Chair's designation governs.

RULE NO 6. There can be up to three motions on the floor at the same time and no more than three. The Chair can reject a fourth motion until the Chair has dealt with the three that are on the floor and has resolved them.

PROCEDURE: When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to adopt resolution 10-1." During the discussion of this motion, a Trustee might make a second motion to "amend the main motion to adopt resolution 10-1 with changes in paragraph 1 as follows. . . ." And perhaps, during that discussion, a Trustee makes yet a third motion as a "substitute motion that we refer the matter to the planning commission." The proper procedure would be as follows:
First, the Chair would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the Service Area Board of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) failed then the Chair would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Chair would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment. If the motion to amend passed the Chair would now move to consider the main motion (the first motion) as amended. If the motion to amend failed the Chair would now move to consider the main motion (the first motion) in its original format, not amended.

Third, the Chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format, or, if amended, would be in its amended format.

PURPOSE OF THE RULE: Too many motions on the same subject can cause confusion as to what the end result is and in the official record. Limiting the number of motions to no more than three at a time, allows for enough debate and parliamentary maneuvering to satisfy those who want to be clever while allowing the slow to still keep up.

RULE NO 7: The debate can continue as long as Trustees wish to discuss an item, subject to the Chair determining it is time to move on and take action by using General Consent to limit debate or by a proper motion by a Trustee to limit the debate. The following motions are not debatable—a motion to adjourn; a motion to recess; a motion to fix a time to adjourn; a motion to table; and a motion to limit debate.

PROCEDURE. There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the Service Area Board to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Chair must immediately call for a vote of the Service Area Board without debate on the motion):

A motion to adjourn. This motion, if passed, requires the Service Area Board to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.
A motion to recess. This motion, if passed, requires the Service Area Board to immediately take a recess. The length should be set in the motion which may be a few minutes or an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the Service Area Board to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the Service Area Board: "I move we table this item until our regular meeting in October." Or the motion can contain no specific time for the return of the item, in which case the matter will not be placed back on an agenda for a future Service Area Board meeting except at the order of the Chair or the request of any two Trustees. A motion to table an item requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a Trustee makes such a motion, the Trustee is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a simple majority vote of the Service Area Board.

PURPOSE OF THE RULE. Debate and discussion are important until they are not. When a matter is fully debated it should be acted upon. This rule allows the Chair by General Consent or the majority of the Board to end the debate, after a reasonable time. It also keeps those in a minority position on an issue from filibustering until they get their way.

RULE NO 8: An affirmative vote of the majority of the quorum present are required to pass any item before the Board with limited exceptions. The exceptions include a motion to go into close session (executive session) which requires a 2/3 vote of the Trustees present. Four Trustees will constitute a quorum and a majority of the quorum present may act on all business of the Board.

PROCEDURE. If all seven Trustees are present, a vote of 4-3 passes the motion. If four Trustees are present at least three must vote yes for a motion to pass.

PURPOSE OF THE RULE. Utah statutes set out both the number of the quorum and the minimum vote required on any issue. This rule is meant to clarify that when the entire Board is present and voting then it is not a tie when one or more Trustees abstain, so long as a majority votes in favor of the motion.

RULE NO 9: A motion to reconsider any item requires a majority vote to pass, but there are special rules that apply only to the motion to reconsider. First, is timing. A
motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the Service Area Board if the item is properly on the agenda. In addition, a motion to reconsider cannot be made at a special meeting of the Board unless the number of Trustees present at the special meeting equals or exceeds the number present at the meeting when the action was approved. Second, a motion to reconsider can only be made by a Trustee who voted in the majority on the original motion.

PROCEDURE. If such a Trustee has a change of heart, he or she can make the motion to reconsider (any other Trustee may second the motion). If a Trustee who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order.

PURPOSE OF THE RULE. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the Service Area Board again and again. That would defeat the purpose of finality. If the motion to reconsider passes, then the original matter is back before the Service Area Board, and a new initial motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time.

RULE NO 10: The Chair and Trustees will adhere to the code of conduct.

PROCEDURE. The Chair, as chair of the meeting, is primarily responsible to see that debate and discussion of an agenda item focuses on the agenda item and the policy in question, not the personalities of the Trustees of the Service Area Board. There are, however, exceptions that are intended to assist the Chair in keeping order to the meeting. A speaker may be interrupted by a Trustee only for the following reasons and in the form set forth below:

Privilege. The proper interruption would be: "point of privilege." The Chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort or safety of the meeting or when the reputation of the Board or any individual is at stake. For example, the room may be too hot or too cold, a blowing fan might interfere with a person's ability to hear, or the speaker may be misrepresenting an individual’s remarks.

Order. The proper interruption would be: "point of order." Again, the Chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the Chair makes a ruling that a Trustee disagrees with, that Trustee may appeal the ruling of the Chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Chair is deemed reversed.
Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a Trustee believes that the Service Area Board has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Chair discovers that the agenda has not been followed, the Chair simply reminds the Service Area Board to return to the agenda item properly before them. If the Chair fails to do so, the Chair's determination may be appealed.

Withdraw a motion. To withdraw a motion, the maker of the motion on the floor states, "I request that my motion be withdrawn." The motion to withdraw a motion requires a simple majority vote.

PURPOSE OF THE RULE. Debate and discussion should be focused, but free and open. In the interest of time, the Chair may, however, limit the time allotted to speakers, including Trustees. A Trustee may continue speaking on a majority vote of the Board. The rules of order are meant to create an atmosphere where Trustees and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Chair and the Trustees to maintain common courtesy and decorum. Only one person at a time will have the floor and every speaker must be recognized by the Chair before proceeding to speak.

RULE NO 11: Significant matters should be adopted by a written resolution.

PROCEDURE. When a significant matter comes before the Board, such as the annual budget or a policy of the Service Area, the Board should approve the matter by adopting a written resolution.

PURPOSE OF RULE. This will provide for a better record of the reasons for the adoption of the matter.

D. SITUATIONS NOT COVERED BY THESE RULES OF ORDER

If a situation arises that is not addressed in these Rules of Order the Chair may apply Robert's Rules of Order which will govern.

E. THE PUBLIC'S RIGHT TO BE HEARD

It is the Board's goal that the public, especially residents of the Service Area, resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that residents may from time to time believe it is necessary to speak to Service Area Board on matters of concern. Accordingly, the Service Area Board expects any person presenting to the Service Area Board to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

1. No member of the public will be heard until recognized by the Chair.
2. Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing or a member of the public is asked to speak on a matter by the Chair.

3. Speakers must state their name and address for the record.

4. Any resident requesting to speak will limit him or herself to matters of fact regarding the issue of concern.

5. Comments should be limited to three (3) minutes unless prior approval by the Chair.

6. If a representative is elected to speak for a group, the Chair may approve an increased time allotment.

7. Personal attacks made publicly toward any person or Service Area employee are not allowed. Speakers are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the Service Area's Personnel Policies.

8. Any member of the public interrupting Service Area Board proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing Service Area Board, will be deemed to have disrupted a public meeting and, at the direction of the Chair, will be removed from Board chambers by law enforcement personnel or other agent designated by Service Area Board.
ROADS
&
TRAILS
NO DOCUMENTS PROVIDED
WATER
NO DOCUMENTS PROVIDED
PUBLIC COMMENT
VOTING
NO

DOCUMENTS

PROVIDED
ADJOURNMENT