

REGULATION NO. 2019-03

A REGULATION GOVERNING THE PUBLIC RIGHTS-OF-WAY WITHIN THE SERVICE AREA; AND REPEALING AND REPLACING REGULATION 2018-05 AND ORDINANCES 2013-3 AND 2013-4.

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;

WHEREAS, the Board 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, consolidated regulation, which sets forth uniform policies and procedures by which the Service Area will regulate the roads and trails in the Subdivision.

WHEREAS, the Board is developing one fee schedule that will set forth all of the fees and security deposits that will apply to the roadway and rights-of-way activities governed in the attached, consolidated regulation, which the Board will discuss and adopt after holding a public hearing at a later date; and

WHEREAS, pending the development and adoption of a uniform fee schedule for roadway and rights-of-way services, the Service Area will continue to require the fees and security deposits adopted in paragraph 1(a) of Regulation 2013-4 and paragraph 7 of Ordinance 2013-4; meaning that the Service Area will continue to collect:

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, with the exception of the fees, security deposits, and threshold amounts authorized in paragraphs 1(a) and 2 of Ordinance 2013-3 and paragraphs 7 and 7.1 of Ordinance 2013-4, which will continue in effect until such time as the Board of Trustees adopts a new fee schedule for roadway and right-of-way services; and

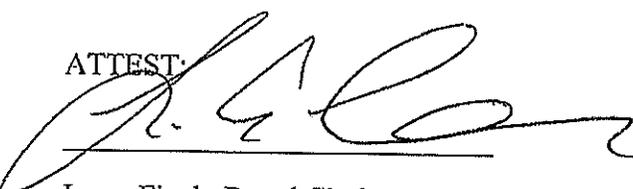
3. The Service Area's staff is directed to prepare, revise, and send any notices, releases, form letters, or other documents the adopted, attached regulation may require.

ADOPTED AND APPROVED by majority vote at a duly called meeting of the Board of Trustees of Summit County Service Area #3 on this 20 day of May, 2019.

SUMMIT COUNTY SERVICE AREA NO. 3


Vince Pao-Borjigin, Chair
Board of Trustees

ATTEST:


Larry Finch, Board Clerk

VOTING

Trustee Carpenter voting	YES
Trustee Finch voting	YES
Trustee Galoostian voting	YES
Trustee Keblish voting	N/A
Trustee Montgomery voting	N/A
Trustee Olson voting	YES
Trustee Pao-Borjigin voting	YES

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REGULATION # 2019-03

PUBLIC RIGHTS-OF-WAY REGULATIONS

SECTION 1.0 Definitions.

- 1.1 Board. The Service Area's Board of Trustees.
- 1.2 Construction Activity: Any activity that requires a building permit from the County and involves:
- 1.2.1.2 The construction of a new building or structure;
 - 1.2.1.3 The demolition or removal of one (1) or more walls of an existing structure; and/or
 - 1.2.1.4 An addition to an existing structure.
- 1.3 County. Summit County, Utah.
- 1.4 Driveway. Any private roadway connecting with a public road within the Service Area.
- 1.5 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.
- 1.6 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.
- 1.7 Entity. Any person, firm, public utility, corporation, or any other entity that places an encroachment within a right-of-way.
- 1.8 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.
- 1.9 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.
- 1.10 General Manager. The Service Area's general manager.

1.11 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.

1.12 Notice of Encroachment. The form letter the Service Area will send to an entity reasonably believed to be responsible for an encroachment.

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

1.14 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.

1.15 Roads Manager. The Service Area's roads manager.

1.16 Service Area. Summit County Service Area #3.

1.17 Subdivision. The Silver Creek Estates Subdivision.

1.18 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.

1.19 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.

1.20 Traction Device Equipped. A vehicle equipped as follows.

1.20.1 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.

1.20.2 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.

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

1.21 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, and any other applicable law, ordinance, regulation, or successor statute.

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 applicable 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 request 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 will apply for a permit from the Service Area prior to the start of construction. Provided, that the Board may, in its discretion, limit the application of this permit requirement to construction activities that satisfy specific, threshold requirements. All applications submitted pursuant to this Section will include:

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 Manger 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 Fees and Security Deposit. The Service Area will collect any fees and security deposit(s) adopted by the Board for construction activities when the property owner submits an application under this Section. Property owners may not begin construction until they have paid the applicable fees and security deposit(s) and the Service Area has approved their

application. Any fees collected pursuant to this Section will be remitted to the Service Area's General Road Maintenance Budget. The Service Area will refund any security deposit(s) paid under to this Section pursuant to the process set forth in Section 10.7.

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 reimburse all documented costs and fees incurred by the Service Area in ensuring the property owner's compliance with this Regulation, including reasonable attorney's fees incurred in collecting the amount due.

SECTION 10.0 Driveway Construction Application.

All driveways constructed within the Subdivision will be constructed in accordance with the standards and specifications of this Section.

10.1 Application Required. Every property owner constructing a driveway that connects to a right-of-way will apply in writing to the Service Area for permission to construct a driveway prior to commencement of construction. The application will include 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 9.0. If a property owner is constructing a driveway as a part of a construction project requiring a permit under Section 9.0, the property owner will submit one application containing the information required in Sections 9.0 and 10.1, and the Service Area will process both applications jointly.

10.3 Fees and Security Deposits. The Service Area will collect any fees and deposits adopted by the Board for the construction of driveways and culverts when the property owner submits an application under this Section. Property owners constructing a driveway that connects to a right-of-way may not begin construction until after they have paid all applicable security deposits or fees adopted by the Board. Any fees collected pursuant to this Section will be remitted to the Service Area's General Road Maintenance Budget.

10.4 Review of Application. The General Manager will review the application for completeness and may deny the application if it is incomplete, if any applicable fees and security deposits 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 Manger 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.

10.5 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.

10.6 Culverts. All driveways will be constructed using a culvert at each surface drainage feature which will extend two (2) feet on either side of the driveway. Each culvert will have a diameter of not less than eighteen (18) inches, 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 (2) inches above and not more than six (6) inches below the road shoulder elevation to provide drainage from the driveway to the drainage feature.

10.7 Security Deposit Refund. The Service Area will hold any security deposits it collects pursuant to this Regulation to ensure the compliance of the property owner with the provisions of this Regulation. Any security deposit collected by the Service Area pursuant to this Regulation may be refunded after satisfactory completion of construction and all required repairs, under the following procedure:

10.7.1 The property owner notifies the Service Area when construction is completed and requests 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.

10.7.2 After receipt of the written request for refund, the Roads Manager will inspect the construction activity, 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.

10.7.3 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 required the Service Area to incur costs repairing damage related to the project, the Service Area will deduct any amounts owing 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.

10.7.4 If a property owner does not request a refund in a timely manner pursuant to Section 10.7.1, the Roads Manager will inspect the construction activity, 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 10.7.3 as applicable.

10.8 Compliance. Any property owner who constructs a driveway or entrance that is not in compliance with this Section will be responsible for bringing 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.

10.9 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 any applicable fees or security deposit(s) 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 Manger 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 Fees. The Board may, in its discretion, require the payment of fees and/or a security deposit for usage for excavation activities that require use of the rights-of-way. Prior to reviewing an application submitted pursuant to this Section, the Service Area will collect any applicable fees adopted by the Board for excavation activities that require use of rights-of-way subject to the Service Area's jurisdiction. All 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 the Service Area may incur in requiring the property owner's compliance with 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.

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.

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 Manger 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 Late Fees.

The Board may adopt late fees to assist in the payment of monies due the Service Area under this Regulation.

SECTION 20.0 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.