

## **CHAPTER 16**

# **REGULATIONS FOR NON-DISTRICT USE OF AQUEDUCT CORRIDORS**

Last Updated: June 17, 2019

*This chapter of the P&P contains regulations governing the use of the Salt Lake Aqueduct (SLA), Point of the Mountain Aqueduct (POMA), and Little Cottonwood Conduit - Raw Water (LCC-RW) (collectively Aqueduct Corridors); construction, excavation, removal and/or placement of materials, or other earth work on the Aqueduct Corridors; and construction near enough to the Aqueduct Corridors to potentially adversely impact those facilities and Aqueduct Corridors by persons or entities other than the District.*

### **16-1 GENERAL BACKGROUND**

- 1) The SLA, physically located in Wasatch County, Utah County, and Salt Lake County, is critical to the water supply of Salt Lake City's retail water service area, Sandy City's retail water service area, and other areas of Salt Lake County and Utah County. Reclamation designed and constructed the SLA under authority of the Reclamation Act of 1902 and the Public Works Administration Appropriation Act of 1938. Since 1938, the District has been responsible for the operation and maintenance of the SLA, has repaid Reclamation all costs incurred in constructing the SLA, and has been entitled to the use of the SLA. Pursuant to the Provo River Project Transfer Act, Pub.Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States, title to the SLA, including the SLA Corridor, was transferred to the District on October 2, 2006.
- 2) POMA, physically located in Utah County and Salt Lake County, is a pipeline and associated facilities constructed by the District to convey raw water to the District's Point of the Mountain Water Treatment Plant, and to carry treated water to the District's member cities and others. The District owns POMA facilities and is responsible for the operation and maintenance of all POMA facilities. POMA is critical to the water supply of Salt Lake City's retail water service area, Sandy City's retail water service area, and other areas of Salt Lake County.
- 3) LCC-RW, physically located in Salt Lake County, is a pipeline and associated facilities constructed by Salt Lake City in 1931 to convey water from the Little Cottonwood Creek. In 1960, the LCC-RW was diverted to supply raw water to the Little Cottonwood Water Treatment Plant. In 2014, MWDSLs received title to the LCC-RW and all its appurtenances.
- 4) Aqueduct Corridors are most effective when clear of all encumbrances save for natural grasses and vegetation. The Aqueduct Corridors were acquired for the purpose of

constructing, operating, protecting, maintaining, inspecting, repairing and replacing the pipeline(s) built therein. The District desires to maintain Aqueduct Corridors in a manner which will preserve these needs to safely and efficiently affect its mission of delivering water, reliably, to its customers.

- 5) The intent of this chapter is to provide guidelines and authorization to staff for the licensing of uses of District Aqueduct Corridors. The District recognizes the need to balance the objectively reasonable interests of non-District fee owners in the typical and reasonable use of and protection of their property with the needs of the District and the District's right to utilize and protect the Aqueduct Corridors for the benefit of the public. Cooperation Agreements document balance between the needs of the District and Affected Property Owners. Cooperation Agreements should reasonably accommodate other uses of Aqueduct Corridors so long as it is clear that such uses will not materially interfere with the District's interests in the use, operation, maintenance, repair and replacement of District facilities. In doing so, the District desires to:
  - a) maintain its ability to have necessary, proper, and timely access to the Aqueduct Corridors as well as the pipes and any related structures;
  - b) minimize the costs to the public by providing for reasonable constructability for future repair and replacement projects;
  - c) minimize costs to the public by avoiding litigation;
  - d) minimize the exposure to liability claims;
  - e) provide adequate security;
  - f) enter into written agreements with Affected Property Owners to outline the obligations of the District and the Affected Property Owners; and
  - g) fulfill the District's fiduciary responsibilities to protect District assets for the benefit of the District's member cities and the water users served by those member cities.
- 6) The District's intent is to implement these objectives and provide these protections in a fair, timely, and reasonable manner. Except as otherwise directed by the Board, fees for Cooperation Agreements should be reasonably calculated to generally recover direct and indirect District costs associated with evaluating, approving, and administering such Cooperation Agreements. The Engineering Committee or Board may authorize Cooperation Agreements in addition to those the staff is authorized to issue by this chapter, or make exceptions to the regulations, where doing so would serve the interests of the District and the public we serve.
- 7) Many uses of the Aqueduct Corridors have occurred and continue to occur without written authorization. The District does not recognize existing uses as exempt from these regulations (i.e., grandfathering). The District will consider accommodating existing uses on non-District fee property where the District holds an easement and the use materially impacts the health or safety of the non-District fee owner.

- 8) Unless an applicable amendment to this chapter is pending (i.e., before the Board or a committee of the Board) or the Board determines that there is a compelling reason to apply one or more changes to this chapter after the time the application was received but before the application was approved, applications being diligently pursued will be considered for approval based upon this chapter as written as of the time of the District's receipt of a substantially complete application. The GM is authorized to develop and implement guidelines to inform an applicant that an application is not substantially complete or is not being diligently pursued.

## 16-2 GENERAL INTENT OF REGULATIONS

- 1) District Assumption of Reclamation Agreements. Reclamation has historically provided, by agreement, Affected Property Owners and others the right to use portions of the SLA Corridor pursuant to 43 United States Code, § 387; 43 Code of Federal Regulations, Part 429; and Reclamation Manual/Directives and Standards LND 08-01. As a condition of title transfer, the District assumed all of the rights and responsibilities of Reclamation under then-valid Reclamation agreements for use of the SLA Corridor.
- 2) District's Proprietary and Regulatory Interests. Portions of the Aqueduct Corridors are held in fee, portions are held under easement, and portions are located under roads or city parks pursuant to license or franchise agreements. The application of these regulations will necessarily vary depending upon the nature of the ownership interest of the District. Regardless of the nature of the District's ownership interest in the Aqueduct Corridors, the District has regulatory authority as a subdivision of the State of Utah to protect District facilities and operations.
- 3) Fair Market Value of Use of District Fee Lands. The District is generally obligated by state law to charge present fair market value for use of District lands and interests in lands, unless the District has statutory authority to the contrary. *E.g., Salt Lake Co. Comm'n v. Salt Lake Co. Attorney*, 985 P.2d 899 (Utah 1999); *Municipal Building Authority of Iron Co. v. Lowder*, 711 P.2d 273 (Utah 1985); *Sears v. Ogden City*, 533 P.2d 118 (Utah 1975). The basic premise of these cases is that the District holds title to District lands and interests in lands as a trustee for the benefit of its member cities and the water users served by those member cities. The District is charged with the obligation to put the interests of its member cities and the water users served by those member cities above other interests, including the interests of adjoining landowners, and the interests of the public generally. Utah Code Ann. §17B-1-103(2)(t) does allow the District to permit uses of District lands and interests in lands, by adjoining landowners, or local governments, for less than present fair market value, if the Board finds that doing so is in the best interests of the District and the public. In sum, the District's ability to meet the desires of adjoining landowners and others is substantially constrained by law. The District's policy is that it will make reasonable efforts to comply with these requirements, and will take reasonable efforts to act within the

District's limited authority to dispose of any right of use or interest in District lands and interests in lands if said disposal is in the best interest of the District, its member cities, and the water users served by those member cities. The District will reasonably recover the estimated actual costs to the District of processing and administering Cooperation Agreements, while taking reasonable steps to minimize charges. The District will receive reasonable revenues for commercial uses of property owned in fee by the District.

- 4) SLA Rights Reserved by the United States. Pursuant to the Provo River Project Transfer Act, Pub.Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States, the United States transferred the title of the SLA Corridor to the District and the United States reserved an easement for the continued, lawful, non-motorized public access across the SLA to adjacent public lands. The United States also reserved an easement for Central Utah Project facilities within Utah County. All uses of the SLA Corridor are subject to these easements. No action taken pursuant to these regulations should be interpreted as adversely impacting such interests of the United States.
- 5) Security. The SLA, POMA and LCC-RW are critical public infrastructure, and as such the use of the Aqueduct Corridors will be subject to federal, state, local and District statutes, regulations, rules, ordinances, policies and procedures designed to protect public health, safety and welfare.
- 6) Non-motorized Public Trail Development. The District believes that public, non-motorized recreational trail use of portions of the Aqueduct Corridors may be developed in a manner that does not adversely impact the security of the SLA, POMA or LCC-RW, and does not adversely impact the District's ability to use, operate, repair, inspect, maintain, or improve District facilities. The District focus is providing supplementary wholesale water to the District's member cities. The District does not view its role as including the creation or promotion of recreational trail development. Any trail development on Aqueduct Corridors requires approval by the District's Board.
- 7) Non-licensed Encroachments. The District may periodically review its Aqueduct Corridors to identify non-licensed Encroachments. The District may take action to remove such Encroachments or bring Encroachments in compliance with these regulations, including payment of all required fees and charges as applicable.

### 16-3 DEFINITIONS

- 1) “Affected Property Owner” – A person or entity who is an underlying fee owner, adjoining landowner, and/or someone who holds a property interest that is in some reasonable manner related to a property interest of the District.
- 2) “Applicant” - A person or entity who applies for issuance of a Cooperation Agreement by the District.
- 3) “Aqueduct” or “Aqueducts” – to mean Salt Lake Aqueduct (SLA), Point of the Mountain Aqueduct (POMA) and Little Cottonwood Conduit – Raw Water (LCC-RW).
- 4) “Aqueduct Corridor” – lands, interests in lands, fee title ownership, deeded easements, 1890s Act reserved easements, rights-of-way, or any other property interests held by the District associated with an aqueduct or its related improvements and facilities. Specific properties not included as part of the Aqueduct Corridor shall be based on a list of such properties as approved by the Board.
- 5) “Cooperation Agreement” - The agreement issued to a Licensee who has successfully completed the application process.
- 6) “District” - The Metropolitan Water District of Salt Lake & Sandy.
- 7) "Encroachment" - An improvement or use within an Aqueduct Corridor.
- 8) “Hazardous Materials” include:
  - a) Those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” or “solid waste” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901, *et seq.*, the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1981, *et seq.*, and the regulations promulgated pursuant to such statutes.
  - b) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302 and amendments thereto).
  - c) Such other substances, materials and wastes which are or become regulated or which are classified as hazardous or toxic under applicable federal, state, or local laws, statutes, ordinances or regulations. This does not include public sewers.

- 9) “Licensee” - The person or entity that is a party to a Cooperation Agreement with the District for use of Aqueduct Corridors. Any reference in these regulations to “Licensee” should also be interpreted as referring to Licensee’s contractors, subcontractors, employees, agents or representatives.
- 10) “LCC-RW” or “Little Cottonwood Conduit – Raw Water” – A medium transmission pipeline that provides municipal and industrial water to the District’s member cities and others. The District owns, operates and maintains LCC-RW. In 2014, MWDSLS received title to the LCC-RW and all its appurtenances.
- 11) “Non-Regulated Utility” – A utility not regulated by the Utah Public Service Commission; shall comply with these regulations.
- 12) “POMA” or “Point of the Mountain Aqueduct” - A large transmission pipeline that provides municipal and industrial water to the District’s member cities and others. The District owns, operates and maintains POMA.
- 13) “Reclamation” - A bureau of the United States Department of the Interior that designed and constructed the SLA and originally held title to the SLA and SLA Corridor.
- 14) “Regulated Utility” – A utility that is regulated by the Utah Public Service Commission; shall conform to paragraph 16-7(7) and District Standard Specifications.
- 15) “SLA” or “Salt Lake Aqueduct” - The SLA is a large transmission pipeline that provides municipal and industrial water to the District’s member cities and others. Title to the SLA and SLA Corridor was transferred to the District on October 2, 2006 pursuant to the Provo River Project Transfer Act, Pub. Law. 108-382, and a title transfer agreement among the District, the Provo River Water Users Association and the United States.
- 16) “Standard Specifications Manual” – The District created and manages a manual of specifications that governs use of and construction in, and in some cases near, the Aqueduct Corridors. The District may make changes to Standard Specifications Manual from time to time as it deems appropriate.

#### **16-4 COOPERATION AGREEMENTS**

- 1) A Cooperation Agreement is required for:
  - a) Vehicle Access. Except where SLA, POMA, or LCC-RW is located under a validly existing public road, street or highway, a valid Cooperation Agreement is required

for any vehicle access on or over the Aqueduct Corridors. Weight restrictions for Aqueducts must be strictly observed.

- b) Excavation, Earthwork, Construction, Etc. Any excavation, removal of material, placement of material, or other earth work, or construction work on Aqueduct Corridors requires a valid Cooperation Agreement.
- c) Improvements to Previously Approved Encroachments. Any improvement to a previously approved Encroachment on Aqueduct Corridors requires a new Cooperation Agreement or agreement addendum.

2) A Cooperation Agreement is not required for:

- a) Draper City Streets. Where POMA is located under a dedicated Draper City street, a Cooperation Agreement is not required for Regulated Utility or Non-Regulated Utility crossings. Separation, safety, clearance and other reasonable requirements as are standard practice for large culinary water pipelines, or as may be required by applicable laws and regulations, will be observed as outlined in the Utility Line Agreement between Draper City and the District dated July 31, 2007.
- b) Sandy City Streets. Where POMA is located under a dedicated Sandy City street, a Cooperation Agreement is not required for Regulated Utility or Non-Regulated Utility crossings. Separation, safety, clearance, and other reasonable requirements as are standard practice for large culinary water pipelines, or as may be required by applicable laws and regulations, will be observed as outlined in the Agreement Regarding Metropolitan Water District of Salt Lake & Sandy Culinary Water Pipeline in Sandy City Streets between Sandy City and the District dated June 4, 2004.
- c) Regulated Utilities. Regulated Utility crossings or encroachments of Aqueduct Corridors do not require a Cooperation Agreement if all of the following conditions apply:
  - i) The crossing or encroachment is within a city, county or other public street or road.
  - ii) The crossing or encroachment is not on property owned in fee title by the District.

3) Cooperation Agreement. Cooperation Agreements shall be on a form specifically tailored to reflect the approved use by the Licensee and, therefore, may contain terms, conditions and/or limitations that are not reflected in previous or sample Cooperation Agreements or specifically mentioned in these regulations. The GM is authorized to enter into Cooperation Agreements that are consistent with these regulations and applicable law on behalf of the District. All activities conducted on Aqueduct

Corridors pursuant to a Cooperation Agreement shall be in strict conformity with these regulations.

- 4) Cooperation Agreement Time Periods. The Cooperation Agreement is valid for the time period specified in the Cooperation Agreement. Unless otherwise determined by the Board, the maximum time period for a Cooperation Agreement is 25 years if the Cooperation Agreement is issued to a public agency, Regulated Utility or Non-Regulated Utility. Unless otherwise determined by the Board, public roadways are a permanent use. Unless otherwise determined by the Board, if the Cooperation Agreement is issued to a private organization or home owner, the maximum time period is 15 years. Unless otherwise determined by the Board, actions required of a Licensee (such as removal of an existing encumbrance or encroaching facility) shall be completed within a time frame not to exceed one year of the date of the signing of a Cooperation Agreement.
- 5) Cooperation Agreement Renewal. At the end of the effective time period, the Licensee shall remove the encroaching facility or renew the Cooperation Agreement consistent with the then-currently existing policies and regulations. The Licensee shall pay all required fees and charges as applicable to renew the Cooperation Agreement.
- 6) Licensees Responsible for Employees, Contractors. Licensees are strictly liable for failure of their employees, agents, contractors or subcontractors to perform in strict conformity with the Cooperation Agreement and these regulations.
- 7) Public Use of Aqueduct Corridors. Use of Aqueduct Corridors by the public will not be permitted without a separate Cooperation Agreement requested by the Licensee and granted by the District's Board prior to issuance of the Cooperation Agreement.
- 8) Denial of Cooperation Agreement. Cooperation Agreements are a matter of privilege and not a right. The GM may deny a new or renewed Cooperation Agreement if he determines that such may materially jeopardize the interests of the District in a manner not contemplated by these regulations. The GM may deny a new or renewed Cooperation Agreement if the District or other agency has any outstanding encroachment issues with the Applicant, Licensee, or related persons or entities.

#### **16-5 APPLICATION PROCEDURES, FEES, SPECIFICATIONS**

- 1) The GM is authorized to develop application forms, instructions, and procedures to guide Applicants through the application process. The Board shall adopt a fee schedule for application fees, processing fees, right of use fees, and any other fees consistent with these regulations. The Board may delegate to the GM the ability to establish appropriate fees for use of fee title lands. Fees for use of fee title lands may be waived in whole or in part by the GM to the extent that the licensed use is determined to be beneficial to the District (e.g., landscaping is developed and maintained by others). The



GM is authorized to develop a Standard Specifications Manual for any work to be performed on the Aqueduct Corridors or close enough to the Aqueduct Corridors to potentially impact the District's right of lateral support.

## 16-6 GENERAL REQUIREMENTS

- 1) Service Interruption. The Aqueducts are pipelines that remain in service year-round and are critical to the water supply of hundreds of thousands of people. **Service interruptions of any of the Aqueducts must be expressly authorized by the GM, and are not permitted except in very extraordinary circumstances.** Unauthorized interruptions to service of the Aqueducts will not be tolerated and could result in the responsible party paying any and all incidental and consequential damages including, but not limited to:
  - a) Lost revenue from water sales;
  - b) Personnel time;
  - c) All costs required to return the affected pipeline back to its full service capacity;
  - d) Any costs incurred by the District's member cities that are over and above the normal costs associated with the affected pipeline;
  - e) The value of the water which could not be used due to the interruption; and
  - f) Third party claims tied to lack of water.
- 2) **Unauthorized interruptions of service will likely result in criminal and civil actions, particularly if determined to be willful or negligent. The District will participate in, and direct vigorous enforcement activities against, any persons who cause, or who are associated with causing, any unauthorized interruptions in service of the Aqueducts.**
- 3) Contamination of Water Supply. Water conveyed by the Aqueducts is used in a municipal and industrial water supply. The Licensee shall not introduce pollutants or place foreign materials of any kind in water conveyance facilities. In the event of a Hazardous Material spill, or if there is any release of materials into the water that may affect the operation of the Aqueducts, the Licensee shall notify the District immediately.
- 4) Record Drawings. Licensee shall provide to the District record drawings where applicable. Record drawings shall be submitted to the District in a format acceptable to the District.

## 16-7 PROTECTION STANDARDS

### 1) Roadways and Driveways

- a) Public roadways are allowed to cross Aqueduct Corridors so long as their construction and use does not alter or interfere with the use, operation, maintenance, repair, replacement or improvement of any District facilities. Parallel public roadways are not allowed within Aqueduct Corridors. Angles of crossing will be 90 degrees in relation to the Aqueducts whenever practicable and shall not be less than 60 degrees. Approved public roadways include roadways, curbs, gutters, park strips, driveway approaches, and sidewalks. All public roadways are subject to approval by the GM on an individual basis. Where public roadways will be constructed by or for a developer, but dedicated to a municipality or other governmental entity, the District will require the Cooperation Agreement to be signed by both the developer and that municipality or other governmental entity. Public trails are not considered to be part of the public roadway. See paragraph 16-2(6) for policies related to public trails. Utilities are not considered to be part of the public roadway. See paragraphs 16-4(2) and 16-7(7) for policies related to utility crossings.
- b) Except as otherwise expressly agreed in writing by the District, public road maintenance, snow removal, and miscellaneous repairs will be the responsibility of the Licensee and its successors.
- c) Except for District purposes, no new, private, primary or sole access, hard-surface (e.g., concrete, asphalt, etc.) roadways or driveways will be allowed within Aqueduct Corridors. Any new private roadway or driveway allowed shall be a secondary access and shall be limited to dirt or gravel.
- d) Existing private roadways or driveways may remain pursuant to a valid, existing Cooperation Agreement.
- e) Roadways or driveways located over District pipelines shall be designed to meet maximum allowable loading restrictions and minimum cover requirements as determined by the District.
- f) Except as otherwise expressly agreed in writing by the District, if the District determines that it is necessary to remove or damage roadways or driveways for the use, operation, maintenance, repair, replacement, or improvement of any District facilities, repair or replacement of the removed or damaged roadways or driveways will be the responsibility of the Licensee and its successors.

### 2) Buildings, Other Structures.

- a) Buildings, structures, devices, features, and other encumbrances are not allowed to be constructed within or to overhang Aqueduct Corridors. The list of prohibited items includes, but is not limited to, the following: buildings, footings, foundations, retaining walls, block walls, concrete flatwork, decks, carports, sheds, poles, sports courts, anchored sports facilities and equipment, basketball standards, tennis courts, drinking fountains, trampolines, motor cross facilities, power poles, power outlets, pools, and water features.
- b) Play equipment such as trampolines, swing sets, and play sets that are not anchored to the ground may be permitted within the Aqueduct Corridors where the District holds an easement interest. No such equipment is permitted within the Aqueduct Corridors where the District has fee title ownership.

3) Landscaping

- a) Landscaping uses generally acceptable to the District include edging, gardening, free-sitting pavers, shrubs less than four feet tall when mature, sprinkler, and turf. Sprinkler systems should include an accessible shutoff valve located outside the Aqueduct Corridor.
- b) Except for District purposes, no trees or vines will be allowed within Aqueduct Corridors. Trees and vines within 20 feet of centerline of District pipelines or on access paths and roads used by District are not allowed. Trees and vines authorized by agreement prior to October 2, 2006, and greater than 20 feet horizontally from the centerline of District pipelines, and greater than 20 feet horizontally from the centerline of access roads and paths used by the District may remain until removal is required for safe operation, maintenance, construction, or replacement of the pipeline or access roads and paths at the sole discretion of the District.
- c) All landscaping uses within the Aqueduct Corridors shall be maintained by the Affected Property Owner or Licensee, as the case may be and is subject to removal by District. Except as otherwise expressly agreed in writing by the District, removal and replacement of landscape uses shall be the responsibility of the Affected Property Owner or Licensee and its successors.

4) Fencing, Reasonable and Efficient District Access

- a) The District shall have reasonable and efficient access to all portions of Aqueduct Corridors. No fences or similar barriers will be allowed within Aqueduct Corridors except as consistent with these regulations.
- b) Existing fences may remain pursuant to a valid, Cooperation Agreement until the District determines that District activities require removal. Fences authorized by valid agreement may be replaced during the term of such agreement, but the

- replacement shall be consistent with District Standard Specifications and subpart (d) below.
- c) New fences may be allowed, per valid written Cooperation Agreement, on District easement provided the fences permit reasonable and efficient access to enclosed portions of Aqueduct Corridors as determined by the GM. No new fences are allowed on District fee title lands unless determined by GM to serve a District purpose.
  - d) Fences shall be in compliance with District Standard Specifications, and shall be in compliance with applicable federal, state, and local statutes, regulations and ordinances. Licensee shall permit reasonable and efficient access to enclosed portions of Aqueduct Corridors.
  - e) All fences within Aqueduct Corridors are subject to removal by District as required to inspect, maintain, repair, replace or improve pipe or structures. Except as otherwise expressly agreed in writing by the District, removal and replacement of fences shall be the responsibility of the Licensee and its successors.
  - f) The parking of personal vehicles is permitted on District fee title lands only within existing roads and driveways. Equipment, vehicles, and trailers shall not otherwise be parked or stored on District fee title lands unless determined by GM to serve a District purpose.
  - g) The parking of equipment, vehicles, and trailers is permitted within District easements provided that the vehicle does not block District access roads. Equipment, vehicles, and trailers shall not be stored on District easements, access roads, or other access areas. Stored is defined as unmoved or unaltered for 14 consecutive days.
  - h) Material, litter, or debris shall not be placed or stored on Aqueduct Corridors, access roads, or other access areas. The list of prohibited items includes, but is not limited to, the following: grass clippings, branches, vegetative material, refuse, portable play equipment (e.g., swing sets, trampolines, basketball standards, nets), rocks, construction materials, sheds and animal feed.
  - i) Animals shall not be stored or grazed on Aqueduct Corridors.

5) Changes in Ground Surfaces, Lateral Support

- a) All temporary or permanent changes in ground surfaces within Aqueduct Corridors are encroaching structures. Temporary ground surface changes require a Cooperation Agreement. Permanent ground surface changes require approval by

the District's Board. Licensee is required to comply with District requirements for minimum and maximum depths of cover over the Aqueducts.

- b) Any fills and cuts on properties adjacent to Aqueduct Corridors shall not encroach onto Aqueduct Corridors without specific written prior approval by the District. Modifications of properties adjacent to Aqueduct Corridors shall not reduce lateral support for Aqueduct Corridors without specific written prior approval by the District.
- 6) Drainage From or Onto Aqueduct Corridors. Existing drainage over and from Aqueduct Corridors must be maintained at all times. Any erosion from construction, operation, maintenance or use activities must be controlled at all times. No new concentration of surface or subsurface drainage may be directed onto or under the Aqueduct Corridors without a showing of adequate provisions for removal of drainage water, and the specific prior written approval of the District.
- 7) Utilities. All applicable state, city, and county regulations, contractual requirements and District Standard Specifications shall be adhered to in the construction of Regulated Utilities and Non-Regulated Utilities. Where Non-Regulated Utilities will be constructed by or for a developer, but dedicated to a municipality or other local governmental entity, the District will require the Cooperation Agreement to be signed by both the developer and that municipality or other local governmental entity. Parallel utilities are not allowed within Aqueduct Corridors. Angles of crossing will be 90 degrees in relation to the Aqueduct whenever practicable and shall not be less than 60 degrees. Metal pipes and high voltage power which are in close proximity to and may affect District pipelines shall implement corrosion protection measures that provide adequate protection of the District's pipelines.

## **16-8 APPEALS**

- 1) Any decision of the Assistant General Manager (AGM) regarding Aqueduct Corridors may be appealed as described here.
- 2) All appeals shall:
  - a) be in writing and addressed to the General Manager (GM);
  - b) explain in detail the bases for the appeal; and,
  - c) state clearly the relief sought.
- 3) In order for an appeal to be considered the written appeal must be received by the GM within 30 calendar days following the mailing or delivery of the decision of the Assistant General Manager (AGM) that is being appealed.

- 4) At the request of the person(s) filing the appeal or the GM, the Chair of the Engineering Committee may extend the time for appeal upon good cause shown.
- 5) To the extent an appeal appears to raise concerns that some portion of these regulations were misapplied or misinterpreted, the GM shall refer that portion of the appeal to the Engineering Committee.
- 6) To the extent an appeal appears to request an exception to, or a modification of, some portion of these regulations, the GM may, after consulting with the Chair of the Engineering Committee, refer that portion of the appeal to the Engineering Committee and request the Engineering Committee consider making a recommendation to the Board. In the alternative, the GM, after consulting with the Chair of the Engineering Committee, shall refer the appeal to the Board.
- 7) The body addressing an appeal, whether it is the Engineering Committee or the Board, has discretion to resolve the appeal with or without information beyond the written appeal.
- 8) Decisions will be made in writing and mailed or delivered to the person(s) filing the appeal.
- 9) Administrative remedies shall be exhausted before judicial relief is sought, whether the judicial relief sought is a challenge to all or some of the District's regulations, eminent domain, quiet title or declaratory relief.