



# Town of Pagosa Springs Geothermal Heating System Regulations

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## **Section 1-01 PURPOSE AND SCOPE**

**The Geothermal Department mission is to provide uninterrupted heat to its Customers during the heating season.**

### **Background:**

The Town of Pagosa Springs has owned and operated a geothermal heating system since December 1982 and provided geothermal heating on a seasonal and year round basis to Customers. The geothermal heating system was funded by the U.S. Department of Energy with additional funds provided by Archuleta County and the Town of Pagosa Springs.

Geothermal heat is a unique resource that provides potential economic advantages for Customers using the system. Where use of geothermal heat is technically and economically feasible, the Town shall make it available, within the capacity of the system, for private, public, institutional, commercial and industrial uses. The Town's goal is to fully utilize the system's capacity, while preserving the integrity of the geothermal aquifer in compliance with regulations established by the State of Colorado's Division of

Water Resources. Environmental protection shall be one of the Town's primary considerations.

Town well permits allow for geothermal heating purposes and encourage discharges (outflows) that avoid waste of the geothermal resource. Accordingly, the Town shall be diligent in its efforts to maximize the utilization of geothermal water after it passes through the Town's GH system.

The Town's geothermal resource shall also be used to encourage local economic development by pursuing alternative energy uses.

### District Overview

The Geothermal Department utilizes a main well to extract raw Geothermal Water (approximately 145 degrees F). Due to the corrosive nature of raw Geothermal Water, it is first sent to a heat exchanger to heat non-potable, fresh water to about 140 degrees F. The non-potable, fresh water is then pumped through a return loop system to supply heated water and return the cooled water for reheating. Geothermal heat seems vast in capacity but it is limited. The primary utility usage shall be heating buildings and heating potable water for domestic uses. A secondary use for de-icing sidewalks, driveways and parking areas may also be considered.

For the purpose of developing, managing and utilizing geothermal resources belonging to the Town of Pagosa Springs and for distributing said geothermal resources to Customers, a system for the development, distribution and return of geothermal resources shall be constructed, extended, maintained, repaired, altered, upgraded, replaced, operated and/or removed by the Town of Pagosa Springs.

### **Section 1-02 DEFINITIONS**

CUSTOMER, means the property owner of the property served by a geothermal tap.

CUSTOMER FACILITIES means the Facilities which facilitate the delivery, use, measurement and discharge of the Geothermal Water or Geothermally Heated Water for the Customer Uses, which Facilities are not owned by the Town and are located from the Point of Delivery to the Return Point.

CUSTOMER TAP means the Geothermal Water Tap provided by the Town to the Customer pursuant to these Rules and Regulations for Customer Uses.

CUSTOMER TAP WATER means Geothermal Water or Geothermally Heated Water to be delivered to the Customer Tap.

CUSTOMER USES means the use of the Customer Tap for heating, including heating buildings, floors, sidewalks, domestic water and laundry water, and recreational and therapeutic uses. Customer Uses do not include any use that is prohibited by, or for

which a permit or approval is required but has not been obtained from, or which is not in compliance with terms or conditions of a permit or approval that has been issued by, any applicable State or federal agency.

**CONTROL BUILDING** means the building that houses the well heads for the Two Wells and the controls, heat exchangers and related appurtenances for the GH System.

**DIRECTOR** means the Director of the Geothermal Department of the Town of Pagosa Springs.

**FACILITIES** means all Facilities, improvements and appurtenances associated with the Two Wells, the GH System and the Control Building, and necessary to supply to the Customer Tap, including but not limited to, pipes, flow rate meters, temperature/KBTU meters, pressure meters, heat exchangers, and valves. The term Facilities may include either or both the Town Facilities or the Customer Facilities.

**GEOHERMAL SERVICE** means the ability of a Customer to receive Geothermal Water or Geothermally Heated Water to a Customer Tap for Customer Uses pursuant to these Regulations.

**GEOHERMAL WATER** means the means raw geothermal water produced by the Two Wells.

**GEOHERMALLY HEATED WATER** means non-potable fresh water that is heated in a heat exchanger using water directly from geothermal wells and delivered to Customers.

**GEOHERMAL WATER TAP** means a connection to the GH System and the right to receive heat from the Geothermal Water or Geothermally Heated Water for heating purposes as provided in these Rules and Regulations.

**GH SYSTEM** means the geothermal heating system which is owned and operated by the Town, consisting of all Facilities, improvements and appurtenances, associated with providing raw Geothermal Water or geothermally heated non-potable fresh water for heating purposes.

**GPM** means the flow rate of water expressed in gallons per minute.

**LOOP SYSTEM** means the main lines through which Geothermally Heated Water is delivered to Customers and returned to the Control Building.

**MAIN LINES** means main pipelines through which the Geothermally Heated Water is piped from the heat exchanger to Customers' supply lines. Mainlines may be part of the loop system, or may terminate at a point of discharge or relinquishment of the Geothermal Water, as approved by the Geothermal Department.

POINT OF DELIVERY means the point at which Geothermal Water or Geothermally Heated water is delivered to the Customer Facilities for Customer Uses.

RETURN POINT means the point at which Geothermal Water or Geothermally Heated Water is returned to the Town Facilities following Customer Uses, or, at the direction of the Town, otherwise released from the Town's control.

RETURN LINES means the portion of the loop system limited to the lines that return the Geothermally Heated Water provided for Customers to the Control Building.

SUPPLY LINES means the portion of the loop system limited to the lines that supply Geothermally Heated Water from the Control Building to Customers.

SERVICE LINES means both the supply lines and return lines of the customer.

TAP-IN means saddles, valves and appurtenances necessary to conduct water through the service lines.

TOWN means the Town of Pagosa Springs, a Colorado home rule municipality.

TOWN FACILITIES means the Facilities owned by the Town associated with the Two Wells, the GH System and the Control Building, and necessary to supply the Springs Resort Tap Water to the Point of Delivery, and includes the Pipeline up to the Point of Delivery.

TWO WELLS means geothermal wells PS-3 and PS-5, decreed as set forth in the Geothermal Water Decrees.

KBTU means an measurement of heat measured by geothermal meters. One thousand (1000) KBTU's = one (1) Therm.

### **Section 1-03 SERVICE CONNECTION PROCEDURES**

#### **A. Application:**

Any Customer desiring to contract to receive Geothermal Water or Geothermally Heated Water for Customer Uses may apply for a Geothermal Water Tap with the Geothermal Department. The Director of the Geothermal Department, or the Director's authorized representative, shall approve or deny said application within thirty (30) days of its filing. A decision to deny shall be accompanied by written explanation.

#### **B. Change in Use or Change in Identity of Customer:**

A notification must be made to, and approved by, the Geothermal Department upon any change in the use of the property or in the identity of the Customer at a property.

### C. Lapse in Use:

If geothermal service is discontinued to any property for any reason and if a subsequent request to reactivate geothermal service to the property is made, the request to reactivate geothermal service shall be considered in the same manner and in all respects as a new application for a Geothermal Water Tap, and may include associated fees.

### D. Connection of Tap-Ins and Service Lines and Installation of Meters:

The Town shall connect all Tap-ins and install meters. The Service Lines and all Customer Facilities shall be constructed and maintained by the Customer. Upon completion, the Tap-ins and Service Lines located within the public right-of-way shall become part of the Town's Facilities. The Town shall have no obligation to maintain, repair, or upgrade Customer Facilities and Service Lines, which shall be owned by the Customer and are not part of the Town's Facilities.

#### 1-03.1 Service Line Connections

The Town requires the use of REHAU fittings with Pex A piping or upgraded materials pre-approved by the Geothermal Department for Service Lines. The Town requires that all Service Lines be encapsulated with an insulated jacketing material to prevent heat loss between the Town's Facilities and the Customer Facilities.

#### 1-03.2 Heating of Sidewalks/Driveways/Parking Areas:

Glycol circulated in Pex piping shall be used in all sidewalk, driveway and parking area heating systems. Such systems shall include a heat exchanger and closed loop system, which shall be installed prior to the pavement for the sidewalk, driveway or parking area being installed.

#### 1-03.3 Heat Exchangers

It is required that Customer Facilities include the installation of a heat exchanger when connecting the Customer Tap to the Town's Facilities. Utilizing a heat exchanger should prevent problems associated with one Customer Facilities impacting other geothermal Customers, or the Town's GH System.

Heat exchangers shall be sized to achieve a minimum of 10 degree F drop across the heat exchanger. Temperature gauges shall be installed on both the hot and cool side of the heat exchanger. Heat exchangers that cannot achieve this drop may not produce sufficient heating for the Customer.

#### 1-03.4 Flow/BTU Meters

Temperature/KBTU, flow rate and pressure meters shall be installed at the Customer's expense inside the Customer's building at such locations as determined in the Town's reasonable discretion to be appropriate to calculate temperature losses and gains and associated charges, and shall be accessible by Department staff for meter reading. Isolation valves shall be installed on both sides of meters to facilitate future replacement. The Town shall calibrate the meters prior to charging the system. The Customer shall not remove, inspect and or tamper with the meters, and shall immediately notify the Town of

any damage to a meter. The Customer shall provide and be responsible for the cost of installing 110V service at the meter location.

#### 1-03.5 Environment and Aquifer Protection

Customer Facilities shall be designed for a minimum environmental impact in materials used, methods of construction and impact of heat on the environment. Designs shall consider the impact of each project on the geothermal aquifer with the goal of sustainable use of this resource.

#### 1-03.6 Design and Construction Standards

Design, construction and maintenance of the Customer Tap connection and the Customers Facilities shall be approved in advance by the Director and shall comply with the requirements of the Town Building Department.

#### E. Meters:

1. Except for non-metered Customer Taps established prior to the adoption of these regulations, all Customer Taps shall be metered for BTU's used.
2. Each Customer shall have a separate meter to register the amount of KBTU's utilized.
3. All meters shall be furnished and paid for by the Geothermal Department. The Town of Pagosa Springs reserves the right to establish the size and location of all meters and the amount of space which must be left unobstructed for the installation and future maintenance and operation of the meter. The location may either be inside or outside of the building which ever is best suited.
4. Except for ordinary wear and tear, which shall be maintained by the Town of Pagosa Springs, Customers shall be responsible for all damage, loss, repairs or maintenance associated with meters. Customers shall not permit anyone, except an authorized agent of the Town of Pagosa Springs, to remove, inspect and/or tamper with the meters or Town Facilities.
5. Customers shall notify the Town of Pagosa Springs of any damage to, or of any cessation in registration of, the meter as soon as it comes to the Customer's attention.
6. If the Department approves a meter location where accessibility by authorized representatives of the Department is difficult; a remote readout shall be installed at the Customer's expense.

#### F. Service Connection Standards and Inspections

All approved applications for Customer Taps shall comply with the following requirements:

1. Applicants shall notify the Department no less than twenty-four (24) hours prior to commencing connection work.
2. The Customer Tap shall be supplied Geothermal Water or Geothermally Heated Water at the Point of Delivery. The Customer shall construct, own, operate and maintain the Customer Facilities to minimum standards and specifications issued by the Department, except that, by written agreement between the Town and the Customer, ownership, operation and maintenance of the Customer Facilities may be otherwise assigned. Any Facilities constructed or installed by the Customer that are conveyed to the Town shall be accompanied by a minimum two-year warranty. All Facilities from the control building to the point of delivery, including meters and valves at the point of delivery shall be Town Facilities, owned, operated and maintained by the Town. written and illustrated for such purposes.
3. Upon completion of the permitted Customer Tap, and prior to covering the Tap-in and any in-ground Facilities, the Customer shall promptly notify the Department to request a service connection inspection.
4. Upon inspection by the Geothermal Department, Customers may be required to perform additional work, including replacing or reinstalling Facilities in whole or in part, if in the opinion of the Department, the initial Tap-in work and Customer Facilities fail to comply with applicable Department standards and specifications, and/or is otherwise hazardous to public safety.
5. All completed and approved Tap-ins shall remain inoperable, through deactivation of the meter, until such time as a service account is activated.

G. Violations:

It shall be a violation of these regulations for any person to construct or cause the construction of a Service Line or Tap-in without approval of the Department. The Department, in its sole discretion, may waive requirements for separate plumbing, mechanical and other applicable permits for Tap-ins and Service Lines constructed by the Town, except to the extent separate permits may be required by other regulatory agencies.

H. Inspection:

All requests for inspection must be made to the Department at least twenty-four (24) hours in advance. Inspections shall be made between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M., Monday through Friday, excluding holidays.

I. Failure to Apply or Inspect:

Should a Customer or an Customer's duly authorized agent connect Facilities to the GH System without Department first inspecting and approving the construction and Tap-in, the Customer and the party responsible for making the connection shall be required, at

their joint and several expense, to excavate the Tap-in and disconnect the connection from the GH System, in order that a proper inspection can be made. Should anyone connect Facilities to the GH System without the Department having approved a Geothermal Water Tap application, the Department shall immediately disconnect such Facilities, or require the owner of the property served or the person who made such connection to disconnect the Facilities from the geothermal system, which persons shall be jointly and severally liable for all costs and expenses associated with such disconnection and any repair to the Town's Facilities.

## **Section 1-04 CUSTOMER SERVICE PROCEDURES**

### **A. Service Fees:**

The amount and rate of service fees shall be established by resolution of the Town Council from time to time in its sole discretion. The Town anticipates basing such fees for Geothermally Heated Water upon an estimated savings of thirty percent (30%) from the prevailing natural gas service price at Town Hall. Further, the Town anticipates basing such fees for Raw Geothermally Water (after it passes through the Town's GH System) upon an estimated savings of ninety percent (90%) from the prevailing natural gas service price at Town Hall. Such service fees and anticipated rates may be periodically reviewed and revised by resolution of the Town Council, as deemed appropriate. Geothermal Water Taps for de-icing sidewalks and concrete pads may be a non-metered service and may also be billed at a rate lesser than comparable natural gas service, if connected to the Return Line.

### **B. Account Activation and Deactivation:**

After a Tap-in has been completed and approved, any person desiring Geothermal Service shall notify the Department. The Department shall activate a service account for the Customer's connection and the Department shall activate the Customer's meter. Customers desiring to discontinue Geothermal Service shall notify the Department and upon deactivation of the service account, the Department shall deactivate the Customer's meter.

### **C. Service Deposits:**

Prior to activation of a service account, the Town shall require a cash deposit to insure payment for the use of the Geothermal Water Tap. The amount of cash deposits shall be established by Town Council resolution.

### **F. Billing of Service Charges:**

The Town Clerk shall monthly mail billing statements to each Customer, which shall include:

1. handling charges,
2. rate charges showing the type of user, number of KBTU's drawn from the system and the total charges therefore; and/or

3. charges made for nonmetered de-icing services.

**G. Estimated Bills:**

The Town of Pagosa Springs shall endeavor to have each Customer's meter read at regular intervals to determine the cost of the Geothermal Service. In the event that the meter reader is unable to gain access to the premises to read the meter on his/her regular trip or if the meter has become inoperable, the Department may estimate the Customer's consumption for the current billing period based on known consumption for a prior period adjusted for variation in temperature on a degree day basis; subsequent readings shall be adjusted for difference between estimated and actual use. Estimated bills shall include appropriate notice to that effect.

**Section 1-05 DELINQUENT FEES, DISCONNECTION AND LIEN**

**A. Payment:**

All service charges and fees not paid within thirty (30) days of due date shall be considered delinquent.

**B. Disconnection:**

In case of nonpayment or delinquency in payment of service fees required by these Regulations, the Department is hereby authorized and directed to either lock the service valve closed or disconnect and plug the Tap-in to the GH System.

**C. Collection and Lien:**

The amount of all delinquent service fees which are due and payable, and the costs of disconnecting such Geothermal Service for delinquency and any and all other costs and expenses associated with the delinquency, including the Town's attorneys fees associated with collecting the delinquency, shall be a debt of the Customer and shall constitute a lien upon and against the property being served by and connected to the GH System. In addition to any other method of seeking payment or collection of the amounts due, the delinquent service fees, together with a penalty added thereto of ten percent (10%), or higher as authorized by law, may be certified as delinquent charges to the Treasurer of Archuleta County for collection and payment to the Town pursuant to Section 31-20-105, C.R.S., or as otherwise provided by law.

**Section 1-06 TERMS AND CONDITIONS OF GEOTHERMAL SERVICE**

All Customers of the GH System shall be subject to the following terms and conditions:

A. All Geothermal Water shall be and remain the property of the Town and no Customer shall divert or utilize more Geothermal Water than is reasonably necessary, in the opinion of the Town, to serve the Customer and no Customer shall physically consume, remove or deplete any Geothermal Water flowing within or delivered by the GH System without the express. written consent of the Town.

B. It shall be unlawful for any person to permit or cause the flow of any substances or wastes into the GH System.

C. The Town reserves the right to cease operation of the GH System, or any part thereof, and cancel such Geothermal Services and Customer Taps as may be provided by the GH System, for reasons of emergency maintenance and repair as determined by the Department, or convenience as determined by the Town Council. In the event Town Council determines to discontinue Geothermal Service permanently, the Town shall not be responsible for any costs incurred by Customers in reliance on availability of the GH System or Geothermal Service. The Town shall diligently endeavor to provide the earliest and widest possible notice to Customers and the public prior to such actions.

D. The Town may, by resolution of the Town Council, establish regular seasonal time periods during which the GH System will be operable, and provision of Geothermal Services to Customers shall be contingent on such resolutions.

E. The Town shall in no way assume any liability, direct or implied, for personal injury, death or damage to property caused by the GH System, including without limitation personal injury, death, or damage to property caused by variations in Geothermal System temperature, pressure, or chemical composition, loss of the geothermal reservoir or temperature and service interruption or cancellation.

F. The Town shall in no way warrant or guarantee the chemical quality, temperature or pressure of the Geothermal Water or Geothermally Heated Water delivered to Customers, nor assume any liability, direct or implied, for corrosion, scaling or similar physical degradation of Customer Facilities.

G. Geothermal Service supplied to a Customer is for the sole use of said Customer and shall not be re-metered or sub-metered for sale to others nor shall the water be piped beyond the confines of said Customer's premises for use at other locations, without first obtaining written permission from the Town of Pagosa Springs.

H. Authorized representatives of the Department shall be given access to the premises of the Customer at all reasonable hours for obtaining meter readings, for shutting off the Customer Tap for reasons prescribed in these Regulations, for inspection of Customer Facilities, for inspecting, removing, repairing or protecting from abuse or fraud any Town Facilities installed on the premises and for any other purpose in the normal customary operations associated with the conduct of the GH System. Access shall be granted at all times for emergency purposes. The Department may refuse Geothermal Service, or suspend Geothermal Service, when legitimate access to the property is denied. In the event of recurring inaccessibility, the Town may relocate its metering equipment at the Customer's expense.

I. Except in the case of an emergency, no one other than authorized personnel of the Town of Pagosa Springs shall open or close any Town Service Lines or valves in any

Town or Customer Facilities, or other wise operate, adjust or tamper with Town Facilities.

J. Customers shall give immediate notice to the Department of leaks. All leaks in Service Lines from the Customer's meter to and through the building and back to the general vicinity of the meter shall be promptly repaired by the Customer. Upon the Customer's failure to make such repairs, the Department may deactivate the Customer Tap and Geothermal Service, which shall not be reactivated until the Town has been reimbursed in full for all proper and necessary expenses incurred in making the repair and shutting off and turning on the Customer Tap. No adjustment of bills on account of leakage shall be made unless leakage results from fault or neglect of representatives or agents of the Town.

K. The Town's responsibility for operation and maintenance of Facilities ends at the Point of Delivery, at which the Customer assumes sole responsibility for Customer Facilities. The Town shall not be liable for any direct, indirect or consequential damages due to failure of the Facilities not caused by the Town or its personnel.

#### **Section 1-07 GEOTHERMAL SYSTEM FUND**

There is hereby created a special fund to be known and designated as the Geothermal System Fund. All service charges and fees received and collected by the Town Clerk pursuant to the provisions of Section 1-04 and all monies and receipts from contract charges or from any other source associated with the GH System shall be deposited to the credit of the Geothermal System Fund and such monies are hereby set aside and shall be expended for, the payment of:

- A. Costs and expenses of maintenance, operation, replacement and repair of the GH System and Town Facilities;
- B. Constructing and extending the GH System and Town Facilities; and
- C. Other purposes, as determined by the Town Council

#### **Section 1-08 FINANCING IMPROVEMENTS**

##### **A. Improvements to the geothermal system:**

Including, but not limited to, the purchase, acquisition or condemnation of private property, and the planning, design, construction, reconstruction, extension, enlargement, purchase or acquisition of the GH System and the Facilities, may be financed and paid for in accordance with the Town of Pagosa Springs Charter and as follows:

1. From the Geothermal System Fund and as authorized by the Council;
2. By the issuance of bonds;

3. By the creation of any form of improvement districts as provided by Colorado Statutes;
4. By the property owners specially benefitted by the improvements; and/or
5. By any combination of the above or any other method allowed by State statute or the Town Charter which, in the judgment of the Council, may be fair and equitable in consideration of the benefits accruing to the general public, benefits accruing to the property owners within the area in which the improvements will be constructed and the financial condition of the Town and the property owners in the area.

**B. Contribution to Cost of the GH System:**

Any person, firm, partnership, corporation or association or property owner who has not otherwise paid for, or contributed proportionately toward, the costs and expenses of constructing the GH System or Town Facilities, whether that construction be by the Town, a local improvement district or a private developer, and who subsequently desires to connect to the GH System, shall be required to pay a system development fee established by Town Council resolution.

**C. Encourage Expansion:**

The Town encourages the retrofitting of existing buildings to improve energy conservation and heating efficiency. Subject to Town Council resolution, Customers retrofitting existing buildings may be eligible for up to one calendar year of Geothermal Service at no charge. Subject to availability of funds, the Town may, by Council resolution, offer a three year, no interest loan to encourage retrofit connections. The Town may, by Council resolution, assist with the cost of extending the Main Lines to a property when resources, distance and/or demand justify a Town funded extension. However, in most cases the applicant shall be responsible for the costs associated with extending the GH System to the applicant's property. Other GH System expansion reimbursement arrangements may be considered.

**D. Extensions:**

The extension of the GH System by a Customer, once accepted by the Town, shall thereafter constitute a part of the Town Facilities and all rights, title and interest in and to such extensions shall be held by the Town and be used, operated, maintained and managed by the Town as part of its GH System. When part of a development agreement, a Customer/developer who funds GH System infrastructure extensions shall be reimbursed, as new customers are added.

**Section 1-09 PENALTIES**

In addition to provisions and remedies provided in these Regulations for violations, these regulations may be enforced in the Pagosa Springs Municipal Court by a fine of not more than \$1,000 per violation, as determined in the discretion of the Municipal Court Judge.

Each day a continuing violation occurs shall constitute a separate violation, each punishable by a separate fine of not more than \$1,000.

### **Section 1-10 CIVIL REMEDIES**

In addition to fines for the violation of these regulations, the following remedies may also be invoked and enforced in the Pagosa Springs Municipal Court or any other court of proper jurisdiction:

#### **A. Injunction:**

The Town may seek a temporary restraining order, or may institute injunctive, abatement or any other appropriate proceedings to prevent or temporarily or permanently enjoin or abate existing or proposed violations of the provisions of these regulations.

#### **B. Disconnection:**

The Town may discontinue service to any Customer who fails to comply with the provisions of these regulations after ten (10) days' written notice to comply, sent by registered mail to the Customer's last known address. The Town may discontinue service immediately to any Customer as necessary to prevent personal injury or damage to property.

#### **C. Damages:**

Any person, firm, company, corporation, partnership or association violating any of the provisions of these regulations shall be subjected to the full remedies available to the Town for any resulting damage, including without limitation damages associated with producing and providing Geothermal Water or Geothermally Heated Water, operating the GH System, repairing damages to the Town Facilities or any other property, civil penalties imposed directly or indirectly upon the Town by State or Federal agencies, or the loss, impairment or threat of loss or impairment of any permit for the use of the GH System.

**D. Attorneys Fees and Costs.** The Town shall be entitled to collect all costs and reasonable attorneys' fees associated with a successful action to enforce these regulations.

### **Section 1-11 APPEAL FROM DECISION OF DEPARTMENT**

Any applicant, property owner, or Customer, aggrieved by any action or decision rendered by the Geothermal Department pursuant to these regulations may appeal such decision to the Town Council. Such appeal shall be in writing, describing the Department's action(s) and the grounds for the appeal, and shall be filed with the Town Clerk within ten (10) days after the date of the Department's decision or action giving rise to the appeal. The Town Council shall have the power to approve, revise or amend the Department's decision. The Town Council's decision shall be final.

### **Section 1-12 SEVERABILITY**

It is the intention of the Council that the provisions of these regulations are severable, and if any provision of these regulations are declared unconstitutional or invalid by the judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect or invalidate any of the remaining provisions of these regulations.