

Jericho Fire District No. 1

Effective 11/01/03

Updated 11/13/03

TABLE OF CONTENTS

- 1.01 DEFINITIONS
- 1.02 GENERAL INFORMATION
- 1.03 APPLICATION FOR SERVICE
- 1.04 WATER RATE AND CHARGES
- 1.05 BILLS AND BILLING
- 1.06 DISCONNECTION UPON DELINQUENCY
- 1.07 COSTS OF NEW INSTALLATION
- 1.08 INTERRUPTION OF SERVICE; WATER QUALITY
- 1.09 UNAUTHORIZED USE OF WATER
- 1.10 NEW SERVICE LOCATIONS
- 1.11 RESPONSIBILITIES OF OCCUPANT/PROPERTY OWNER
- 1.12 AMENDMENTS AND CHANGES.

APPENDIX 1 - Schedule of Rate and Charges

APPENDIX 2 - Construction Specifications not included

APPENDIX 3 - Water Supply Agreement not included

APPENDIX 4 - Disconnection, Payments for Delinquent Bills and Liens...not included

1.01 DEFINITIONS:

A. Jericho Fire District No 1 (FD): is established under the laws of Vermont, for the purpose of providing water service.

B. Customer: Any individual, group, society, association, firm, company or corporation, who requests or receives water service from the FD.

C. Prudential Committee (PC): Officials of the FD, duly elected by the residents hereof, who are empowered by Vermont law to conduct the affairs of the FD and to set rules and regulations therefor.

1.02 GENERAL INFORMATION:

A. The PC shall be responsible for the operations of the FD. It, acting on behalf of the FD shall sell water to such Customers within the FD consistent with these Rules and Regulations. It may refuse to supply water to any such Customer and may terminate service to any Customer, as may be required for the PC to carry out their responsibilities imposed by law and these Rules and Regulations.

B. Information concerning these Rules and Regulations, and water service in general, can be secured by contacting the FD Clerk, Treasurer or any member of the PC.

C. In case of a water service emergency, contact the system operator. If unable to, then contact any member of the PC.

D. These Rules and Regulations shall constitute a part of the contract between each Customer and the FD. Each Customer of the FD shall be bound by these Rules & Regulations and all subsequent changes and amendments thereto. The customer's application for , or acceptance of water service shall be considered the Customer's consent to be bound by these Rules and Regulations.

1. A copy of these Rules and Regulations shall be furnished to each Customer by FD Clerk upon request.

2. Failure to know these Rules and Regulations will not excuse the customer from the consequences of neglect of these Rules and Regulations.

E. Inspectors of the FD or persons so authorized by the FD must have free access at all reasonable hours to all parts of every building for the purpose of inspecting, or examining fixtures and observing the manner in which water is used. Inspectors will carry appropriate identification and will show same upon request to the property owner or authorized agent. Impostors should be reported at once to the FD Clerk or to a member of the PC.

F. Water supply emergencies: The PC may prescribe emergency rules governing the supply and use of water as it may deem appropriate to accommodate such emergency. Such rules shall be adopted at any duly held meeting of the PC. Any required notice of such meeting shall state that the PC will consider adopting emergency rules governing the supply and use of water. Such rules shall be adopted by majority vote of the PC, shall be thereafter recorded in the minutes and posted to Customers via mail, E-mail or Internet site, and shall become effective immediately adoption. Such rules may remain in effect for a period not to exceed ninety (90) days, unless again adopted in the ,manner set forth herein.

1.03 APPLICATION FOR SERVICE.

- A. Current FD water customers will be considered to have applied for water service. Application for water service shall be made at the office of the FD Clerk (Appendix 3).**
- B. Information for all applications for water service shall include:**
 - 1. Address of property**
 - 2. Complete and accurate statement of purpose of water service.**
 - 3. Any site plans, drawings; documentation requested by the FD or required by these Rules and Regulations.**
 - 4. A certification that the premises to be served are owned in the Customer's name.**
- C. Additional information shall be required of new service locations: see sections 1.07 and 1.13.**
- D. Deposits: If the FD receives a deposit from a Customer, such deposit will be refunded after the termination of service and the full payment made to the FD.**
- E. Delinquent accounts: The FD shall not provide service to any applicant who, at the time of such application for service, has a delinquent past due balance or is delinquent in payment of any tax or assessments.**

1.04 WATER RATES AND CHARGES.

- A. The rates for all services are set forth in "APPENDIX 1 - SCHEDULE OF RATES AND CHARGES." Nothing herein shall limit the authority of the FD to impose taxes or assessments upon the FD grand list, as provided by law.**
- B. All water, except as otherwise provided, will be sold for a quarterly fee.**
- C. Water may be sold by meter if this is decided by the PC.**

1.05 BILLS AND BILLING.

- A. Bills for water service are prepared at the office of the FD Treasurer and are payable there.**
- B. Water bills are rendered in the name of the owner of the property receiving service. Tenants will not be billed for water service. The owner of the property receiving water service shall be responsible for payment, without regard to whether the Customer is the ultimate user. By applying for service, the Customer agrees to pay all bills as they become due, and collection, including attorney's fees.**
- C. Owners of the property receiving water service, are also responsible for notifying the FD, at the office of the Treasurer, of**

any changes in mailing address. Failure to receive a bill does not relieve the owner of the obligation for payment or for the payment of penalties for late payment.

D. Whenever a Customer wishes to terminate service because of transfer or change in ownership of the water service location, or for any other reason, a final bill must be paid by the Customer. Any deposit moneys will be returned to the Customer upon payment of the final bill. Any person or entity seeking water service at an existing service location under new ownership must complete an application for water service before water service will be provided. If the FD is not notified of the change in ownership or occupancy, the Customer in whose name the application for water service is currently listed will be responsible for bills incurred until the FD receives notice of the change in ownership or occupancy.

1.06 DISCONNECTION UPON DELINQUENCY.

A. In addition to any other remedies, the FD shall be empowered to disconnect water service to a Customer, after notice (as provided in section 1.06 paragraph B, when payment of a valid bill or charge is delinquent. "Delinquency" means a failure of the Customer to tender payment for a valid bill or other charge, by a "due date" at least thirty (30) days after mailing. Delinquency charges are in the amounts specified in "APPENDIX 1 - SCHEDULE OF RATES AND CHARGES".

B. Notice of Disconnection: Prior to disconnection of water service, the FD shall send written "notice of Disconnection" (APPENDIX 4-1) to the Customer. Notice shall be sent within forty (40) days after any delinquency, and sent not more than twenty (20) days nor less than fourteen (14) days prior to the disconnection of service. Such notice may provide for the disconnection of service for an aggregate delinquency, comprised of more than one (1) delinquent charge, so long as the notice is sent within forty (40) days after one (1) such charge becomes delinquent.

C. Time and manner of Disconnection: When service is disconnected, the individual making the disconnection shall give written notice (APPENDIX 4-2 "Notice: your water has been disconnected") to a responsible adult on the premise that service has been disconnected, or the individual shall leave the notice on the premise in a conspicuous and secure place.

D. When disconnection is prohibited: The FD shall not cause the disconnection of water service in any of the following circumstances:

- 1. The delinquency is due solely to a dispute portion of a charge which is the subject of an appeal.**
- 2. The disconnection would represent an immediate and serious hazard to the health of the Customer or resident within the Customer's household, as set forth in a physician's certificate which is on file with the FD.**
- 3. "Physician's certificate" means a written statement by a duly licensed medical practitioner certifying that a Customer or resident within the Customer's household would suffer an immediate and serious health hazard disconnection or the service to the household. The certificate will be considered valid and in force for thirty (30) days or the duration of the hazard, which ever is less.**
- 4. The Customer has not been given an opportunity to enter into a reasonable agreement to pay delinquent bill, as provided in Section 1.06, paragraph E**

E. Agreement for payment of delinquent bill or other charge: Any Customer, or occupant of the premise if different from the Customer, who seeks to avoid disconnection by entering into an agreement to pay a delinquent bill or other charge shall be given an opportunity to do so as follows:

- 1. Such agreement may be entered into at any time, either before or after the disconnection of service.**
- 2. As a matter of business practice the FD will not enter into any such agreement that provides for payment of less than Ten (10) dollars per month, nor will the FD enter into any agreement for payment of the full amount of the delinquent bill over any period in excess of six (6) months, nor will the FD enter into any agreement which does not also require the Customer or occupant to pay all future charges as they become due. A deposit may be required. This business practice may be modified if circumstances warrant modification.**
- 3. In the event agreement is reached after collection trips have been made, or service has been or is to be reconnected, the charges for such actions as specified in "APPENDIX 1 - SCHEDULE OF RATES AND CHARGES" shall be added to the delinquent bill or charge to which the agreement relates.**

4. Interest as specified in “APPENDIX 1 - SCHEDULE OF RATES AND CHARGES” shall accrue upon the entire delinquent amount to which the agreement relates

5. It shall be the Customer’s responsible to obtain and execute a standard form of written agreement (APPENDIX 4-3, Agreement for payment of delinquent bill and letter of transmittal”) obtainable upon request from the FD Clerk. Failure to satisfy the terms herein will subject the Customer or occupant to disconnection without further notice, in addition to any other collection actions the FD may take.

F. Appeals and exceptions: The PC shall fairly and promptly hear any and all written requests for appeals by the Customer after notice to all interested parties:

1. A Customer may appeal with respect to the proper amount of the bill or applicability of Rules and Regulations related to the provision of water service. No appeal may be maintained with respect to the level or design of the water rates themselves. During appeal, disconnection shall be postponed.

2. Upon just cause shown, the PC may grant exceptions to any Customer.

3. The PC may appoint one or more of their number to act as hearing officers for the purpose of appeal. Alternatively, the PC may appoint a responsible citizen to act as a hearing officer for the appeal. A hearing officer acts as a fact finder, hears and investigates evidence, and makes recommendations to the PC for final determination of the dispute.

G. Restoration of water service: If water service has been disconnected for delinquency of payment of a valid bill or other charge, the PC shall within twenty-four (24) hours restore service upon the Customer’s request when the cause for disconnection of service has been removed or when an agreement has been reached between the Customer or occupant and the PC regarding the dispute which led to the disconnection.

H. Lien on real property:

1. Upon delinquency of payment of a valid bill for service provided to the owner of the real estate or other charge for water service properly charged to the owner of real estate, the PC may file notice of a lien upon the real estate with respect to which the water service was rendered. Before filling such a lien, the PC shall give the owner notice of intent

to file the lien (APPENDIX 4-4), and an opportunity to be heard.

2. If the owner fails to timely request a hearing, or if, after hearing, the PC determines that the owner of the real estate is delinquent in payment, the PC shall file notice of lien. Such notice of lien shall be in the standard form furnished by the FD (APPENDIX 4-5) and recorded with the Clerk of the town in which the property is located. A copy of the notice of lien shall be mailed to the Customer.

3. Upon full payment of all delinquent bills and other charges, the PC shall notify the Clerk of the town in which the lien was filed that the lien has been extinguished (APPENDIX 4-6).

4. When such a lien has been in effect for more than two (2) years, the officials of the FD may foreclose the lien according to law.

- I. Deposits: If the FD holds a deposit from a Customer, that deposit shall not constitute payment of a delinquent bill, and shall not prevent the FD from disconnecting service for nonpayment. Should the FD so disconnect service from a Customer from whom the FD holds a deposit, the FD shall continue to hold the deposit, and service shall not be restored until the Customer becomes eligible for restoration of service by payment of the delinquency or otherwise. The FD may apply the deposit toward the delinquency if the Customer advises the FD he wishes to terminate service, or if the FD receives an application for service at the same location from some other Customer.

1.07 COST OF NEW INSTALLATIONS.

A. The Customer will be responsible for the costs of installing new water services. These costs include:

1. The FD 's service connection fee, which shall be paid in full, in addition to any other amounts payable, at the time written application is made for service. This fee shall be such amount as is designated in "APPENDIX 1 - SCHEDULE OF RATES AND CHARGES".

2. All costs of installation, including but not limited to: digging and paving.

3. If digging across roadways or property of others, the Customer must obtain and pay for all permits and easements.

4. The cost of returning all town or FD owned property to its original condition.

5. The Customer will be responsible for the entire cost of installing the service pipe from the distribution main, regardless of whether the FD performs the installation upon the Customer's request, or whether the Customer makes the installation in accordance with the FD construction specifications.

1.08 FIRE DISTRICT INTERRUPTION OF SERVICE; WATER QUALITY.

A. The FD is not liable for any damages caused by interruption of service.

B. The FD furnishes water, not pressure, and does not guarantee a continuous supply. No responsibility will be assumed for any damage to any apparatus in any house or building due to shutting off water without notice either for; repairs, pipeline breaks or necessary operations.

C. No person shall be entitled to damages, nor to have any portion of a payment refunded for any stoppage occasioned by accident to any portion of water works, nor for nonuse occasioned by absence or any other reason.

D. While it is the intent to give notice as far as possible in advance of any work which must be done that will necessitate interruption of supply, such notice is to be considered a courtesy only and not a requirement on the part of the FD. Failure of tenant or property owner to receive notice of interruption of service shall entail no liability on the part of the FD or its employees. Property owners should install hot water tanks and all other equipment connected to the water supply in such a manner that damage will not occur if the water is shut off without notice.

E. Water Quality: The Fire district furnishes water and does not guarantee the purity and potability of the water supplied.

1.09 UNAUTHORIZED USE OF WATER.

A. The Fire District will prefer charges against any person who shall use water without authorization from the Fire District by:

1. Tapping or making any connection with any street main or service or distribution pipe.

2. Opening or closing any gate valve or hydrant connection with said system.

3. In any way or by any device obtaining the use of water without authorization, including the operation of curb valves by repairmen and plumbers for any purpose.

1.10 NEW SERVICE LOCATIONS.

A. Customers seeking water at a new service location, for the purpose of supplying water to one or more residential units, shall make written service application to the FD and shall pay the service connection fee. The application shall include detail drawings, showing proposed service locations and piping that are to be connected to the water service.

B. All construction piping shall be built to the specifications of the FD, the Vermont Health Department, Vermont Department of Water Resources, Environmental Protection Agency, and any other State or Federal agencies having jurisdiction of same. Written approval of the plans by all applicable agencies shall accompany the application for service.

1. From the distribution main through the curb stop at the property line the installation;

1. a) must comply with the FD specifications (see “APPENDIX 2- CONSTRUCTION SPECIFICATIONS”).

2. b) Must be inspected and approved by the Fire District. before the installation may be covered.

3. c) Upon completion and acceptance will become the property of the Fire District.

2. After the curb stop to the Customer’s premise, the installation shall be installed and maintained by the property owner, and must comply with FD specifications (see APPENDIX 2 “CONSTRUCTION SPEC.s”) and requirements of applicable State and Federal agencies.

C. The PC shall at no time jeopardize the FD’s current Customers by authorizing more new water services than it can supply. The PC shall be under no obligations to commit to any Customer any portion of its capacity, but may allocate capacity amongst various Customers as the PC deems most appropriate.

D. Boundaries of area served by the Fire District are defined by the boundaries of the “Foothills Development”.

E. Applicants for new service connections shall pay the entire cost of design and construction of water line and appurtenant extensions of the water system, regardless of whether such construction or extension is ultimately accepted by the Fire District.

1.11 RESPONSIBILITIES OF OCCUPANTS/PROPERTY OWNERS.

- A. No person shall deny access to any persons authorized by the FD to conduct inspections or perform such other duties as set forth in Section 1.02 paragraph E.**
- B. No person shall violate any emergency rule adopted by the PC as provided in Section 1.02, paragraph F.**
- C. No person shall knowingly cause water to be taken at any service location or elsewhere, in any manner inconsistent with the application for service governing that location, or any terms and conditions based upon service to such location by the PC or these Rules and Regulations.**
- D. From the curb stop to the Customers premises, the installation shall be installed and maintained by the property owner, and must comply with the FD Specifications (see “APPENDIX 2 CONSTRUCTION SPECIFICATIONS).**
- E. No person shall take or use water from the FD water system at any location or in any manner that is not authorized by the PC. No person may make, and no person shall suffer or permit any person to make, any connection with the FD water system, or any service connection to that system, unless such connection is authorized by the Prudential Committee.**
- F. No person or Customer may resell water supplied by the Fire District.**
- G. No person shall suffer or permit water from the FD water system to run to waste through any faucets or fixture to prevent freezing, or, for any other purpose, to be kept running for any longer than necessary for non-wasteful consumption.**
- H. No person shall violate, and no Customer shall suffer or permit any person to violate at the Customer’s service location, any provisions of these Rules and Reg.s, or shall violate any order, direction, or emergency rule adopted by the PC.**
- I. Any violations of the foregoing shall, pursuant to 24 V.S.A. & 1974(a), constitute a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or imprisonment not to exceed one (1) year. Each week the violation continues shall constitute a separate offense. In addition, the FD may seek injunctive relief, without affecting criminal prosecution brought pursuant to the foregoing sentence. The FD reserves the right to institute any action for damages and declaratory relief, whenever it deems such action to be appropriate. In any action for damages or injunctive relief against a Customer in which the FD obtains judgment, the Customer shall pay the FD’s court costs and**

attorney's fees, and such amount shall be added to any such judgment.

1.12 AMENDMENTS AND CHANGES.

A. The Prudential Committee may make such amendments, changes etc., to the Rules and Regulations that appear in its judgment to be necessary for the efficient operation and/or in the best interests of the system.

APPENDIX - 1 Schedule of Rates and Charges

A. Charges for water service;

1. Metered rate: N/A

2. Flat Rate: \$486.60 per year (or as voted at annual meeting). Charges are billed quarterly and are due and payable within thirty (30) days

3. Delinquency charges: Interest on the unpaid balance at the rate of one percent (1%) for each of the first three months and one and one-half percent (1-1/2%) per month thereafter.

B. Special fees and charges:

1. Bill collection, per trip; twenty five dollars (\$25.00)

2. Reconnection Fee; Twenty five dollars (\$25.00)

3. Service connection fee; Five hundred dollars (\$500.00)

4. Swimming pool filling fee; (must be scheduled with Prudential Committee)

5. Up to 10K gallons; twenty dollars (\$25.00)

6. Over 10K gallons; one and 50/100ths dollars (\$2.00) per 1K gal.