

BRANDON FIRE DISTRICT #1

RULES AND REGULATIONS FOR THE BRANDON WATER DEPARTMENT

The Prudential Committee of Brandon Fire District No. 1, a municipal entity formed and existing pursuant to Chapter 171 of Title 20 Vermont Statutes Annotated, hereby adopts the following rules, regulations, and schedule of rates and charges, as the same may be amended from time to time, governing use, operation, and administration of the Brandon Water Department serving the property owners within the Fire District service area.

Mission Statement

Brandon Water Department strives:

To provide adequate water quantity and quality at a reasonable cost that meets or exceeds state and federal drinking water standards, to provide sufficient water for fire protection and maintain adequate pressures throughout the distribution system.

To maintain and operate all aspects of the municipal water supply in an environmentally sound fashion, maintain regulatory compliance, adhere to established budgets and provide drinking water of the highest quality and optimum fire protection.

To maximize system reliability, minimize losses, repair or improve system deficiencies and operate within an established budget.

Maintain regulatory compliance and protect the consumers/residents from contamination or water quality issues to protect public health and safety.

Service Area – A map of the service area for the Brandon Fire District water system is attached in the appendix.

Section 1: Definitions. The following definitions shall apply in interpreting these rules, regulations, and schedule of rates and charges: “Water Department” shall refer to Brandon Fire District No. 1.

- a) **CORPORATION STOP.** The water service valve directly attached to the water main which can be installed under pressure and is inaccessible from ground surface.
- b) **CURB STOP.** The water service valve on a water service pipe which is nearest the water main and is designed to be accessible from the ground surface through a curb box or valve box.
- c) **DISCONTINUED WATER SERVICE LINE.** A water service line shall be considered discontinued; when the building served by that line is demolished; and, no building or zoning permits for a building requiring water service is filed for a period of one year; or, when a new water service line has been installed to serve a building and use of the old service line has been discontinued.
- d) **DISTRICT.** The word “District” shall refer to the municipality of Brandon Fire District No. 1.
- e) **FEE.** A fee set by the Brandon Fire District No. 1 Prudential Committee.

- f) SERVICE AREA. The water distribution area owned and maintained for domestic and fire protection purposes.
- g) TO RUN TO WASTE. This shall mean to allow the water supply to run for no practical purpose, by deliberate or negligent act, including, but not limited to, the failure to repair, or running of water out of the customer's service line for the purpose of preventing the freezing of water.
- h) VOTERS. This refers to the legal voters residing within the boundaries of Brandon Fire District No.1.
- i) WATER DEPARTMENT. The words "water department" shall refer to the Brandon Fire District No. 1's water department.
- j) WATER MAIN. Water mains shall be those water pipes, serving multiple properties and located within the public right of way or otherwise owned by the District.
- k) WATER SERVICE LINE. The water pipe from the water main to the building foundation, including the corporation stop and the curb stop. Where there is no foundation, the water service line shall run from the water to the point where it goes into or under the building.
- l) WATER SUPERINTENDENT. The person(s) appointed by the Prudential Committee and/or who has primary responsibility for the routine operation, maintenance, record keeping and testing of the water system.
- m) WATER SUPPLY. The water sources of the Brandon Fire District No. 1 water system.
- n) WATER SYSTEM. All pipes, fittings, valves, meters, pumps, hydrants, tanks and all appurtenances thereto which are physically connected to the Brandon Fire District No. 1 Water system.

Section 2: Superintendent of Water System

The Brandon Fire District No. 1 Prudential Committee, acting through the water system Water Superintendent, shall have the exclusive general management and supervision of the Fire District water system. They may prepare and keep on file as public record, such maps, plans and records as may be necessary to fully and properly show the location of all water system facilities, mains, water services lines, valves, corporation stops and other fixtures and shall turn the over to their successors in office. The Prudential Committee and Water Superintendent shall have any and all powers conferred by State or Federal Law or Regulation such as powers relate to the operation of a water system.

2.1 General Statement of Duties

- a) Water Superintendent – Responsible for the overall management of the Fire District. Ensures all administrative records and operational records are properly maintained. This position is responsible for operating, monitoring, controlling, testing and troubleshooting a well-based water supply and distribution system, and a potable water treatment system. Ensures all Water Department equipment is maintained and available to respond to an emergency situation.
- b) Operator – When the Water Superintendent is not available, performs all of their duties.

2.2 Primary Duties and Responsibilities

- a) Uses a SCADA computer system and manual controls to operate and monitor: 1) The potable water treatment process and adjusts chemicals and equipment in accordance with regulatory permits; and 2) The well system water supply and distribution system to maintain adequate water levels in the storage tanks by determining daily needs based on computer generated data, experience and seasonal/weather changes.
- b) Operate pumps, engines, generators, and valves to control processes at wells, booster stations and reservoirs. Operate the water wells, water treatment, booster stations and storage tanks according to the Standard Operating Procedures. Inspects equipment and performs or makes recommendations regarding necessary repairs, maintenance and calibration.
- c) Collects water samples, performs multiple laboratory tests, maintains accurate laboratory records, and makes proper notifications when parameters are outside of established norms.
- d) Adjusts and maintains related chlorination system and chemical feed systems; replace containers; switch chlorinators and check analyzers. Handle sodium hypochlorite for delivery and storage.
- e) Records data required for regulatory and operational reporting on the physical changes made to the treatment and the well system. Data recorded includes: Alarms, adjustments made, troubleshooting, equipment rotations, instrument readings and process control.
- f) Inputs readings from wells, tanks, booster stations and process control tests plus chemical usages into database programs and prepares for reports such as, water production, production trends, chemical costs and usage, water flow, level.
- g) Calculates chemical orders based on technical expertise and standard operating procedures. Maintain adequate chemical and supply inventories.
- h) Verbally reports emergency and major malfunctions to the Prudential Committee and initiates proper action per procedures. Perform appropriate follow-up procedures.
- i) Flushes water lines as necessary to rid the lines of minerals.
- j) Conducts locates of District water lines to prevent damage by others.
- k) Attend technical and safety training meetings, courses and seminars as required.
- l) Assists with District public relations by representing the District in the community or responding to telephone inquiries and complaints from the general public.
- m) Routinely performs physical cleanup and housekeeping of work areas, equipment, and buildings using standard cleaning equipment and material, and chemical cleaning procedures.

2.3 Knowledge, Skills & Abilities

- a) Basic knowledge of Federal and State regulations and permitting requirements.
- b) Basic knowledge of equipment and procedures used in the operation of water treatment.

- c) Basic knowledge of chemistry, biology and mathematical and statistical calculations necessary to conduct, analyze and interpret the results from standard laboratory tests.
- d) Basic knowledge of electricity, hydraulics and pneumatics to inspect equipment and request repair and maintenance.
- e) Basic understanding of SCADA computer system functions.
- f) Basic computer knowledge including, but not limited to Microsoft Word, Excel and Outlook.
- g) Basic knowledge of safety procedures and use of personal protective equipment and ability to apply safety principles to all job tasks. Ability to anticipate unsafe circumstances; act accordingly to prevent accidents, and promptly report accidents and hazardous conditions.
- h) Ability to accurately compile, analyze, and interpret facts to prepare reports, to troubleshoot, to make decisions, and to solve problems on process and equipment.
- i) Ability to read and interpret documents such as Material Safety Data Sheets, safety rules, operating and maintenance instructions; procedure manuals, blueprints, and technical documentation.
- j) Ability to effectively communicate verbally and in writing, organize activities in order to complete tasks in accordance with priorities, address multiple demands and meet deadlines.
- k) Ability to work independently with broad direction and limited supervision.
- l) Ability to work effectively with supervisors and co-workers and deal tactfully with the public.
- m) Ability to operate basic hand and power tools in a safe and efficient manner.

2.4 Experience / Certification Requirements

- a) Experience requirements range from zero to multiple years. Certification requirements range from none at time of hire to a "Class 2" water certification.
- b) If the employee has no water certification at hire, they must acquire a "Class 2" license in water by the end of their first year of employment. Must have, a valid Vt driver's license and must have a Motor Vehicle Record within the Acceptable or no less than Borderline rating according to the Vehicle Policy.

2.5 Working Conditions\Physical Activities

- a) 40+ hours per work week. Subject to mandatory overtime on an as needed basis to work within the department and for other duties as assigned.
- b) Will be on rotating weekend and emergency on-call duty in addition to the regular work week.
- c) Subject to mandatory night, holiday and/or weekend work.
- d) Performs strenuous physical labor and stands for extended periods of time.
- e) Works in areas where elevated levels of noise, noise, irritants, dust, dirt, bacteria, hazardous chemicals/air/materials and fumes are present.
- f) Work may take place outside in all weather conditions. May be exposed to risks typically associated with working around water, chemicals, electricity and other man-made and natural hazards.
- g) Use of a respirator may be required for some tasks and may work in confined spaces.
- h) Lifting and handling objects up to 100 pounds occasionally.

- i) Full range of body movements including stooping, twisting, kneeling, bending, leaning, reaching, climbing (heights), stretching and working in awkward positions.
- j) Vision is needed for driving, reading, recording and interpreting information; speech and hearing are used to communicate with others over the telephone, two-way radio and in person.

Section 3: Service Connections to Water Mains

3.1 These rules and regulations will, upon application for or acceptance of service, constitute a contract between the customer and the District, and the customer will be considered to have expressed his consent to be bound thereby, and to take water only for the purpose stated in the application and at the established rates.

3.2 Performance of Work - Unless otherwise authorized by the Prudential Committee, all water mains shall be tapped and the water service line installed from the main to the curb stop only by the Brandon Fire District No. 1 or its designee as authorized by the Prudential Committee. The cost of said work to be borne by the owner of the property served.

3.3 Permit Required - No person shall attach any pipe or other appurtenance to the Brandon Fire District No. 1 water system, before a permit for such work has been issued by the Prudential Committee.

3.4 Work Commencing before Permit Issuance - Any person who commences any work on a connection or other work on the water system before obtaining the necessary permit as described herein shall be subject to action, including but not limited to disconnection of the service or extension and legal action according to Vermont State Statutes.

Section 4: Extensions or Additions to the Water System

4.1 Permit Required

A. Requests for street main extensions must be made in writing to the office of the District by petition of not less than 5% of the legal voters. The District will survey the area to be serviced and estimate the cost of such extensions. The request will then be put before the voters at a special or annual meeting. Costs of such extensions, if approved by the voters, shall be borne as determined by the voters at such meeting.

B. Unless otherwise authorized by the Prudential Committee, no person shall attach any pipe or other appurtenance to the Brandon Fire District No. 1 water system, or make any alterations or extensions of, or additions to, the water service line on his or her property without first applying to the Prudential Committee for a permit to do so. No work shall be started until the application has been approved by the Prudential Committee and a permit issued.

4.2 Application for Permit - Each application for a permit, with the required fee, shall be filed with the Office of the Brandon Fire District No. 1 on a form furnished for that purpose.

4.3 Design Standards - Design standards for construction of an extension or addition to the Brandon Fire District No. 1 water system shall comply with the State of Vermont Water Supply Rule, the Standards attached to these regulations and any special conditions as required by the Prudential Committee.

4.3 Inspections - The Prudential Committee, Water Superintendent or their designated representative, shall periodically observe the construction of the water system components to determine if the construction of the water system components is in conformance with the approved design construction documents.

Section 5: Service Lines

5.1 Service Line Requirements - No more than one building shall be served by any water service line.

5.2 Installation - The service line from the water main to the curb stop shall be installed as noted in Section 3 above. The work beyond the water service valve shall be done by the property owner at his or her expense, to the District's Construction Standards.

5.3 Maintenance Responsibility

A. That portion of the service line from the main to and including the curb stop shall be the responsibility of the District. In the absence of a curb stop, or in the case the curb stop is on private property, the District's responsibility shall extend to the property line. All repairs and required replacements of the service line from the water main to the curb stop or property line are to be performed by the Fire District or its designee as authorized by the Prudential Committee, except that replacements of a water service line with a service pipe of a larger diameter shall be entirely at the expense of the property owner.

B. Repairs and replacements of the remainder of the water service line, from the curb stop or property line to the building, are the responsibility of the property owner. The Fire District will neither perform the work nor pay for same.

5.4 Turn-on and Turn-off

A. The curb stop to any building shall be operated only by the District. When requested by the customer, 24 hours' notice shall be required for turning on or off water to any service, and such service shall take place only during the regular business hours of the District.

B. A turn-on or turn-off which occurs outside of the regular business hours shall be billed to the property owner as overtime work, if applicable.

5.5 Frozen Water Service Lines

A. Each person served by the water system shall take reasonable precautions to prevent his or her water service from freezing.

B. The Fire District shall not be liable for any property damage due to thawing of service lines.

5.6 Protection from Freezing

A. When, in the opinion of the Prudential Committee, extended cold weather increases the risk of water main or service line freezing, the Prudential Committee may authorize or request certain water users to let water run in order to minimize such risk. The Prudential Committee shall keep a list of such users. When so authorized, the water bill for that usage period, if based on metered service, will be adjusted to reflect the historic usage for that period for the accounts on the aforementioned list.

B. Water users who have reason to believe that their service is in danger of freezing may apply to the Prudential Committee for authorization to let the water run as noted above.

C. No adjustments of billing will be made for water left running to prevent freezing of any pipes other than the water service line. (e.g. interior plumbing)

Section 6: Discontinued Water Service Lines

Disconnection Required - All discontinued water service connections shall be disconnected from the water main and capped. The work shall be done only by the Brandon Fire District No. 1 or its designee as authorized by the Prudential Committee. The cost of said work to be borne by the owner of the property served.

Section 7: Inspections

7.1 Right to Inspect - Any duly authorized employee or agent of the Brandon Fire District No. 1 may, at reasonable hours and with proper notification, enter any premises supplied with water to inspect pipes, meters, fixtures, and other appurtenances which are used in connection with the water meter. It shall be the duty of every person supplied water by the system to answer inquiries made by the Water Superintendent in regard to the quality, quantity, purposes and manner in which the water is used on the premises.

7.2 Emergency Disconnection - If the Prudential Committee or Water Superintendent has reason to believe that a situation exists on a property that could cause an imminent hazard to the water system, the water service for that property may be turned off, without notice, until which time the hazard does not exist.

Section 8: Water Meters

8.1 Meter Replacement - Water for all purposes, other than fire protection systems, is provided from the Fire District to water users only through metered connections. No

buildings will be provided water service without installation of sufficient water meter(s) to accurately measure water consumption.

8.2 Installation of Meter

A. Subject to the exception listed below, each new water service which is not devoted exclusively to fire protection shall be metered. The property owner shall provide an accessible, secure, frost-free location for the water meter. In cases where such a location cannot be provided, water for that property will be metered in an underground meter vault, constructed to the Fire District's standards.

B. It shall be the responsibility of the property owner to provide and install valves necessary to isolate the water meter before the water meter is installed. Either one or two interior valves will be required, depending upon the size of pipe and the complexity of the plumbing system.

8.3 Location of Meter

A. Water meters shall generally be located inside the customer's building unless a location is not physically available for adequate installation and maintenance, in the Fire District's opinion. If no location is available, the meter shall be located in a meter vault, approved by the District.

B. If the water service line is greater than 200 feet in length, the water meter shall be located in a meter pit at the curb stop in order to account for water service leakage.

8.4 Protection of Water Meter - It shall be the property owner's responsibility to protect the water meter from damage, including damage from freezing. This provision also applies to meters in meter vaults.

8.5 Tampering with or Obstructing Water Meter

A. No person shall tamper with, bypass, remove the meter seal or any part of the meter itself or in any way injure any water meter or any of its appurtenances.

B. No person shall construct or place anything in any manner to obstruct or hinder free access to any water meter or water meter register.

Section 9: Water Rates/Billing

9.1 Establishment of Water Rates - The Prudential Committee shall establish rates to be paid for the use of water supplied by the Fire District water system including connection and disconnection as applicable.

9.2 Water Bills

A. All delinquent water bills become a lien upon real property, pursuant to 24 VSA, Section 3306. Fees shall be determined pursuant to the Uniform Water and

Sewer Disconnect, Chapter 129 of Title 24, Section 5151 of the Vermont Statutes Annotated.

B. All water services shall be billed to the owner of the property served, and all bills shall be due and payable upon presentation. The bills must be paid within thirty (30) days, and shall be rendered on a regular basis as authorized by the Prudential Committee.

C. All service is subject to disconnection under the terms of Chapter 129 of Title 24 of the Vermont Statutes Annotated (Uniform Water Sewer Disconnect) as amended from time to time. Charges for disconnection and reconnection shall be in accordance with the limits allowed by law.

D. Bills for water service are due and payable to the Town of Brandon when received as indicated on the statement and shall be considered delinquent when unpaid 30 days following the due date on statement.

i. Water service may be discontinued: 1) by reason of nonpayment of water bills; 2) to eliminate a health hazard; 3) for violation of any special-order restricting water use, 4) as specified elsewhere in this policy, and/or; 5) for fraudulent use of water.

ii. If the customer requests a hearing, one shall be held within five business days of the request to determine if water service will continue to be denied, or if to be restored, then under what conditions. Service, once discontinued, shall not be restored until the reason for discontinuance of service has been eliminated. Before service is discontinued for delinquency of payment, the Fire District shall follow the procedure set forth in 24 V.S.A. Chapter 129.

iii. Notice for payment request and shut-off will be mailed at least 14 days in advance of shut-off date. Shut-off on account of delinquency of water rate payment will not be made on a day immediately preceding a Saturday, a Sunday, or a state or federal holiday.

9.3 Estimated Bills - In a case where, for whatever reason, a reliable water meter reading has not been obtained and an effort has been made by the meter reader to obtain such reading, an estimated billing for the period will be sent to the account holder. The estimated bill will be based upon the historical usage at the property in question and shall have the effect of an actual billing insofar as collection procedures are concerned.

9.4 Meter Accuracy - In any case where the accuracy of registration of any meter is challenged by the customer, said meter shall be tested on the following basis: The customer shall agree to pay for the work of removing, testing and replacing the meter. If the tests show that such meter is accurate within 3%, the customer shall be liable for the cost of removal and testing. If the meter tests above the specified limit, the district shall

assume all costs of removal and testing and shall adjust the billing in question in an equitable manner.

9.5 Responsibility of Owners for Tenants - Property owners shall be so far responsible for the water rates of tenants as that new tenants will not be entitled to a supply until all arrearages are paid. When water is supplied to more than one party through a single tap, the water may be shut off in case of nonpayment to the Fire District.

Section 10: Fire Hydrants

10.1 Inspection and Maintenance - The Prudential Committee shall have an examination made of the fire hydrants belonging to the District, from time to time, and keep them in working order at all times, except when turned off for repairs; and shall cause all defects therein to be repaired without delay.

10.2 Notice to Fire Department for Hydrant Turn-offs - Notice, in advance if possible, shall be given to the Brandon Fire District No. 1 Fire Department in the event the supply of water to a fire hydrant is disconnected. Notice shall also be given to the Fire Department when the hydrant is again in working order.

10.3 Permission to Draw Water from Hydrants - No person shall operate any fire hydrant or draw water there from, except under the direction of the Prudential Committee or Water Superintendent. This shall not apply to use of hydrants in an emergency by the Fire Department or other duly authorized municipal fire department.

Section 11: Water Mains and Appurtenances – Operations, Repairs and Maintenance

The operation, repair, replacement and maintenance of all water mains, valves, and other appurtenances of the water system shall be done only by the Brandon Fire District No. 1 or its designee as authorized by the Prudential Committee. The costs of such work on portions of the water system owned by the Fire District shall be paid by the District. The costs of such work on portions of the water system owned by any other person shall be the responsibility of that person.

Section 12: Use of Water for Unauthorized Purpose

No person shall give away, resell or use any water from the Fire District water system, for any other purpose than that for which payment has been made; nor allow the water to be wasted from fixtures or leaking service lines out of repair or otherwise. The Prudential Committee or Water Superintendent may turn off the water to the premises of any person who shall violate any of the provisions of this section, and such offender shall be deprived of the use of the water until he/she shall have paid to the Fire District a fee for turning off and another fee for turning on the water and shall have made all necessary repairs.

Section 13: Turn-off for Repairs or Drought; Notice to Users

The Prudential Committee or Water Superintendent shall have the right to turn off water for the purpose of making extensions, alterations or repairs, or on account of any accident to the water system, or in case of violation of these regulation or neglect to pay the service rates when due,

and in case of drought or threatened quality or scarcity of water, to diminish or stop the supply without any claim for abatement or damage for loss of water. When the Prudential Committee or Water Superintendent shall have cause to turn off the supply of water on any line for repairs, they shall make a reasonable attempt to notify the water consumers on the line of pipe to be turned off, stating as nearly as possible the length of time such supply will be turned off; provided, however, in the case of sudden breaks or other emergency, the water may be turned off without notice.

Section 14: Tampering, Etc. with Property of Brandon Fire District No 1

No person shall damage, disturb, remove, or in any way injure any hydrant, valve, valve box or cover, meter, curb stop, curb box or cover, pipe, tool, apparatus, fixture, building, machinery or fence belonging to the Fire District water department, nor place anything in such a manner as to obstruct or hinder free access to any valve, hydrant or meter.

Section 15: Liability for Interrupted Service

If, by temporary shortage of supply, or for the purpose of making repairs, extensions, connections, or placing or replacing meter, or for any reason beyond the control of the District, it becomes necessary to shut off the water in a main or service, the District will not be responsible for any damages occasioned by such shut off and no adjustment of rates will be allowed unless the interruption is in effect for a continuous period of 10 days, in which case a proportional adjustment of rates will be made. Notice of shut off will be given when practical, but nothing in this rule shall be construed as requiring the giving of such notice.

The District will not be responsible for damage caused by discolored water or unsatisfactory service which may be occasioned by cleaning of pipes or reservoirs, or the opening or closing of any valves or hydrants, or any abnormal condition, unless caused by the lack of reasonable care on the part of the District. The District will not be responsible for meeting unusually high-quality water standards for specialized or industrial customers.

The District will attempt to maintain standard system pressures not exceeding 175 pounds per square inch and will not be required to render service where normal system pressures may be expected to fall below 20 pounds per square inch. Where a customer feels that the system pressures within the above range are higher than his plumbing or apparatus can endure, it shall be the responsibility of the customer to install a suitable pressure-reducing device.

Section 16: General Service Conditions

16.1 No valve, shut-off or hydrant, which is the property of the District, will be opened, closed or otherwise operated by other than persons authorized by the District. Penalties for use of valves or hydrants will be as prescribed in accordance with Vermont State Statutes.

16.2 No person shall obtain water from any hydrant or other fixture of the District without the previous consent of the District.

16.3 All customers shall maintain in good working order, at their own expense, the plumbing works and fixtures in good repair and protect same from freezing or other unnecessary waste of water supply.

16.4 All customers having direct pressure devices, including but not limited to hot water tanks, or secondary systems supplied by automatic feed valves, should have installed and maintained in operating condition appropriate vacuum and pressure relief valves or cutouts in the water system and/or secondary system to prevent damage to the water device or secondary system, or their appurtenances should it become necessary to shut off the water main or service, or should a pressure failure occur for any reason. Water service supplied to any customer not providing such protection will be strictly at the risk of the customer. The District will not be held liable for damages resulting from the lack of, or failure of such protective devices.

16.5 No customer shall utilize any service pipe or interior plumbing as the building electrical ground, unless such grounding is in accordance with the National Electric Code.

16.6 No customer shall permit water from the system to run to waste through any faucets, (deliberately or negligently) or other outlets, or the works, or piping, because of leaks, or disrepair or otherwise, without the prior written approval of the Superintendent of the District.

Section 17: Cross Connections

The Brandon Fire District No. 1 shall be responsible for the protection of the public potable water distribution system from the contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of the Fire District an approved backflow prevention assembly is required at the consumer's water service connection; or, within the consumer's private water system for the safety of the water system, the Fire District or its designated agent shall give notice in writing to said consumer to install such an approved backflow prevention assembly(s) at a specific location(s) on his premises. The consumer shall install such an approved backflow prevention assembly(s) at the consumer's own expense within the time schedule required by the notice; and, failure, refusal or inability on the consumer to install, have tested and maintained said assembly(s) shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

Section 18: Penalties

Any violation of these rules and regulations shall constitute a misdemeanor punishable by the provisions of 24 Vermont States Annotated, Section 1974(a). Each week the damage resulting unrepaired shall constitute a separate offense. In addition, the Fire District, in accordance with the provisions of Title 24, Vermont States Annotated, Section 1974(b), may seek injunctive relief without affecting criminal prosecution brought pursuant to the proceeding sentence. Moreover, the Fire District reserves the right to institute any action for damages any declaratory relief. In any action for damages, or injunctive relief, against a customer(s) in which the Fire District

obtains judgment, the customer(s) shall pay the Fire District's court costs and reasonable attorney's fees and such amount shall be included in the damages rendered in any such judgment.

Section 19: Modifications and Amendments

The Water Department through the Brandon Fire District No. 1 Prudential Committee may amend, modify, or waive any of the provisions contained herein if circumstances or other events should require any such amendment, modification, or waiver, subject to the requirements of all laws and regulations of the State of Vermont applicable to the Water Department and under such terms and conditions as the Prudential Committee shall determine to be necessary or advisable in the interests of the Water Department.

Section 20: Miscellaneous Provisions.

20.1 Word Meanings. Words such as "herein", "hereinbefore", and "hereof" refer to those Rules and Regulations as a whole and not merely to any particular Section in which the words appear. The singular shall include the plural, and the masculine gender shall include the feminine and neuter (i.e., his, her, them, they, etc.).

20.2 Validity. Invalidation of any one or more of the rules, regulations, or provisions contained herein by a court or other tribunal as appropriate jurisdiction shall not affect in any manner the other rules, regulations, and provisions herein, which shall remain in full force and effect.

Adopted at Brandon, Vermont on this 4th day of May 2023 by Brandon Fire District No. 1 Prudential Committee:

Jon Wyman, Chairman

Natalie Steen

Michael Markowski

Dave Snow

Dennis Reisenweaver

2023-09-12

Brandon Fire District No 1 Water Service Area

