

CASTLETON FIRE DISTRICT NO. 1 CASTLETON, VERMONT

WATER POLICIES

Regulating the Use of Castleton Fire District No. 1's Municipal Water System

These POLICIES establish the policies, rules, and regulations necessary to govern and operate the municipal water system of CASTLETON FIRE DISTRICT No. 1, located in Castleton, Vermont (24 V.S.A, Chapter 89, Section 3315). These POLICIES supersede all previous rules, regulations and ordinances and applies to all users regardless of the municipality in which they are located. All existing agreements between individual Property Owners and CASTLETON FIRE DISTRICT No. 1 shall remain in effect provided such agreement is recorded in the CASTLETON FIRE DISTRICT No. 1 records. A copy of this POLICY is available upon request of CASTLETON FIRE DISTRICT No. 1. Questions about this POLICY should be directed to the CASTLETON FIRE DISTRICT No. 1 PRUDENTIAL COMMITTEE Chair.

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ARTICLE 1: General Provisions

SECTION 1.01 – GENERAL PROVISIONS

All rules and regulations contained herein, together with such additions and amendments as may be hereafter adopted, are hereby designated as the "WATER POLICY" hereinafter referred to as the POLICY. This POLICY is adopted under 24 V.S.A., Chapter 89, Section 3315, by the PRUDENTIAL COMMITTEE of CASTLETON FIRE DISTRICT No. 1.

The CASTLETON FIRE DISTRICT No. 1 Clerk shall file certified copies of this POLICY, as well as certified copies of any additions and amendments to this POLICY as may be hereafter adopted, in the municipal records of CASTLETON FIRE DISTRICT NO. 1 and the Town Health Officer.

SECTION 1.02 – PURPOSE (SEE WATER ORDINANCES)

SECTION 1.03 – PERIODIC REVIEW

The provisions of this POLICY may be reviewed at intervals not exceeding five (5) years by the PRUDENTIAL COMMITTEE with the objective of assessing the continued applicability of these provisions; to consider any recommendations proposed for their improvement; and to determine if, and what, changes are advisable due to advances in the technical methods or processes of potable water treatment, storage, and transmission available to CASTLETON FIRE DISTRICT NO. 1.

The PRUDENTIAL COMMITTEE shall be responsible for enacting policies governing the operation of the SYSTEM. The PRUDENTIAL COMMITTEE shall make and establish all needful water rates for the control and operation of the SYSTEM. It shall carry out the duties specifically required of it under the policies which it enacts.

SECTION 1.04 – EMERGENCY RULES (SEE WATER ORDINANCES)

SECTION 1.05 – SUPERCESSION & SEVERABILITY

If there is a conflict between the terms of this POLICY and any other applicable regulation, bylaw, ordinance or statute, the more strict shall apply.

If a provision of this POLICY is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the:

- A. Validity or enforceability of any other provision of this POLICY;
- B. Validity or enforceability in other instances of that or any other provision of this POLICY.

ARTICLE 2: Definitions

SECTION 2.01 – DEFINITIONS (SEE WATER ORDINANCES)

ARTICLE 3: Abbreviations

SECTION 3.01 – ABBREVIATIONS (SEE WATER ORDINANCES)

ARTICLE 4: Water Meters

SECTION 4.01 – WATER METERS (SEE WATER ORDINANCES)

SECTION 4.02 – DAMAGED METERS (SEE WATER ORDINANCES)

SECTION 4.03 – MALFUNCTIONING METERS AND METER READING DISCREPANCIES

Meters (including radio read equipment) which malfunction without fault of the Customer shall, under normal circumstances, be removed and replaced at the DISTRICT'S expense.

When a meter does not register, the DISTRICT shall charge the Customer for a quantity of usage comparable to the Customer's prior usage during the same season of the past year, if such data exists, or the previously logged consumption is available, so long as all other conditions remain the same. In some other reasonable manner, if information is unavailable or conditions have changed, the setting of charges in such case shall be at the sole discretion of the DISTRICT.

If a Customer believes the water usage recorded by his/her meter is too high, the Customer may request a meter test. A written report on the test shall be provided to the Customer within thirty (30) days of receipt of the test results by the DISTRICT. The DISTRICT shall determine which of the following applies:

- A. If the service meter registers less than 3.0% fast, the Customer will be charged the cost of removing, transporting, testing and replacing the meter.
- B. If the service meter registers fast, equal to or more than 3.0%, the DISTRICT shall assume all costs of removing, transporting, testing and replacing the meter, and shall adjust the billing in question in an equitable manner.
- C. If a residential service meter registers more than 10.0% slow, the Customer will be charged, in addition to the cost of removing, transporting, testing and reinstalling the meter, an adjusted charge for the past six (6) months.
- D. If a service meter used for other than strictly residential service is more than 5.0% slow, the Customer will be charged, in addition to the cost of removing, transporting, testing and reinstalling the meter, an adjusted charge for the past six (6) months.

SECTION 4.04 – METER ACCESSIBILITY (SEE WATER ORDINANCES)

SECTION 4.05 – RADIO READ METERS

All meter data from CASTLETON FIRE DISTRICT No. 1 is collected remotely by radio. In the event that poor radio reception persists, the DISTRICT shall request access to the property pursuant to Section 4.04 to install a remote antenna outside the building at the DISTRICT's expense.

SECTION 4.06 – METER AND/OR RADIO READ EQUIPMENT TAMPERING (SEE WATER ORDINANCES)

SECTION 4.07 – METER STANDARDS FOR NEW CONSTRUCTION

Meters for new construction shall be furnished by the DISTRICT at the expense of the Customer. Prior to construction, the Property Owner shall include meter installation in his/her water connection permit application in conformance with the DISTRICT's Construction Standards and Ordinance documents. The DISTRICT shall observe the meter installation during and after construction, and if determined to be acceptable by the DISTRICT, an acceptable installation shall be logged into the SYSTEM for the Customer.

SECTION 4.08 – METERS INSTALLED IN PROPERTIES WITH NON-CONVENTIONAL BASEMENTS (MOBILE HOMES AND HOMES CONSTRUCTED WITH SHALLOW BASEMENTS)

The DISTRICT shall not install meters in the unheated space under mobile homes or in shallow basements with foundation floors (dirt, concrete or other) less than six (6) feet below grade. To qualify as a conventional basement, $\frac{3}{4}$ of the inside perimeter of the basement must be six (6) feet below grade measured from the bottom of the floor joists. For any property with a non-qualifying basement, a meter pit shall be installed at the Customer's expense.

SECTION 4.09 – METER PITS ON PRIVATE PROPERTY – EASEMENTS REQUIRED

It shall be the policy of the DISTRICT to install meter pits within the highway right-of-way whenever possible. Where meter pits must be installed within private rights-of-way or on private property, the DISTRICT shall require an easement for meter pits to be executed jointly by the Customer and the DISTRICT. The DISTRICT shall prepare the easement document at the DISTRICT's expense for existing properties. In the event new construction requires an easement, preparation of the easement document shall be at the Customer's expense.

SECTION 4.10 – MULTIPLE METER INSTALLATIONS FOR MULTI-UNIT RENTAL PROPERTIES

The DISTRICT shall install only one meter per Property Owner regardless of the number of units within a rental property. Any additional meters installed at the discretion of the Customer shall be at the expense of the Property Owner. The meter installed by the DISTRICT shall be the master meter for purposes of billing. None of the additional meters shall be maintained or read by the DISTRICT.

SECTION 4.11 – PROVISIONS FOR CONDOMINIUMS

An existing property constructed with internal independent water services with the ability to obtain a declaration of condominium, shall be eligible for the installation of a separate meter per each individually owned unit at the DISTRICT's expense.

Installation of a meter or multiple meters in condominium construction of any kind (shall include new construction or renovations of existing structures) shall be at the expense of the Property Owner. Prior to construction, the Property Owner shall include meter installation in

his/her water connection permit application in conformance with the DISTRICT's Construction Standards for the SYSTEM. The DISTRICT shall observe the meter installation during and after construction, and if found to be acceptable to the DISTRICT, an acceptable installation shall be logged into the SYSTEM for the Customer.

SECTION 4.12 – REPAIR, TESTING AND REPLACEMENT OF METER APPURTENANCES

Once installed, the repair, testing and replacement of all meter appurtenances (including, but not limited to, pressure regulators, backflow preventers, hydropneumatic tanks, korner horn, ball valves, etc.) shall be the responsibility of the Customer.

The residential and light commercial $\frac{3}{4}$ " and 1" dual check valve assemblies are backflow preventers and are a separate unit accessible to the residential and commercial Customer. Two (2) and three (3) inch RPZ backflow preventers and double check backflow preventers installed in the Castleton State College facilities shall be tested and maintained by qualified College staff on a specified schedule.

SECTION 4.13 – EXPANSION OF JURISDICTION (SEE WATER ORDINANCES)

SECTION 4.14 – METERS INSTALLED IN EXISTING SEASONAL ESTABLISHMENTS OR FACILITIES

The DISTRICT shall be responsible for draining, removing and storing previously installed meters from seasonal enterprises, either private or municipal, at the Property Owner's expense. The DISTRICT may designate a representative to remove the meter(s) and store in an approved area on the DISTRICT's behalf. In the alternative, the DISTRICT may at its sole discretion, elect to install a meter pit in lieu of a standard meter at the DISTRICT's expense.

SECTION 4.15 – INSTALLATION OF METERS IN PROPERTIES WITH SUBSTANDARD SERVICE PIPING

The DISTRICT, after an examination of the condition of the service entrance of an existing property, shall determine if the piping inside the foundation wall has sufficient integrity (not corroded, rusted or weakened) so that the meter installation may be warranted against property damage potentially caused by a subsequent break or rupture after installation by the DISTRICT. After a determination that a service entrance is in a weakened state, the DISTRICT shall inform the Customer that the service entrance must be repaired or replaced at the Customer's expense. In the event that the Customer will not or cannot make the necessary repairs, the DISTRICT may elect to install the meter with a release of liability from the Customer. In the alternative, the DISTRICT may elect to fund the repair or portions of the repair on behalf of the Customer, if the Customer can demonstrate hardship.

If the DISTRICT determines that installation of a meter is not possible given the property constraints, the DISTRICT, at its sole discretion, may elect to forego the use of a meter at said location and may charge a flat fee based on the Customer's flow basis.

ARTICLE 5: Capacity Allocation and Connection

SECTION 5.01 – OWNERSHIP AND PERMIT TO OPERATE (SEE WATER ORDINANCES)

SECTION 5.02 – WATER SYSTEM SERVICE AREA (ALSO SEE WATER ORDINANCES)

It shall be the policy of the DISTRICT not to sell, supply or convey water beyond the defined DISTRICT and consecutive districts boundaries unless significant and meaningful benefits accrue to the DISTRICT and its assets. A petition to sell, supply or convey water beyond the DISTRICT boundaries may be considered by the PRUDENTIAL COMMITTEE. The PRUDENTIAL COMMITTEE shall have sole responsibility for negotiating the terms for such sale or conveyance.

A commitment on the part of the PRUDENTIAL COMMITTEE to consider an increase in service area or the sale or conveyance of water beyond the DISTRICT and consecutive districts boundaries shall be made only after the PRUDENTIAL COMMITTEE determines that sufficient system capacity is available and that it is in the best interest of the SYSTEM.

SECTION 5.03 – WATER SYSTEM EXPANSION PAID BY THE DISTRICT

Requests for main extensions within the DISTRICT boundaries along public roads or other routes considered acceptable by the PRUDENTIAL COMMITTEE must be made in writing to the DISTRICT by petition of not less than five percent of the total registered voters within the DISTRICT. The DISTRICT will survey the area to be serviced and estimate the cost of such extensions. The request will then be put before the DISTRICT voters at a special or annual meeting.

Alternatively, the PRUDENTIAL COMMITTEE can take action, if deemed beneficial to the DISTRICT as a whole, and make a recommendation to the voters for such expansion. Such costs will be paid from the collection of taxes or fees unless the voters of CASTLETON FIRE DISTRICT No. 1 approve some other means of raising the required monies.

SECTION 5.04 – WATER SYSTEM EXPANSION PAID BY DEVELOPER OR OTHER PRIVATE ENTITIES

Any private extension of the SYSTEM shall be funded in the following way:

- A. The engineering, design, construction and development costs of private water system expansions and extensions which have been approved by the PRUDENTIAL COMMITTEE shall be borne by the developers and Property Owners requiring, requesting or directly benefiting from such extensions and/or expansions.

All newly constructed water main extensions, improvements or additions to the distribution system within the DISTRICT boundaries shall become the property of the DISTRICT if the PRUDENTIAL COMMITTEE determines such acquisition is in the best interest of the DISTRICT and if construction of said improvements is in conformance with the DISTRICT's Construction Standards document. Such improvements shall, in no case, include service lines. Acquisition of said appropriate improvements shall be at no cost to the DISTRICT. Following the request of a private entity for a water allocation, at the time the DISTRICT is

to provide such an allocation, it shall advise the developer that the DISTRICT will acquire the expansion upon its successful completion. The water allocation shall be so conditioned in addition to such other conditions the PRUDENTIAL COMMITTEE may elect to attach.

Any private water system within the confines of the DISTRICT shall not be allowed to connect to the DISTRICT SYSTEM until/unless approval is sought from and granted by the PRUDENTIAL COMMITTEE. Requirements for construction of water lines and appurtenances can be found in the CASTLETON FIRE DISTRICT No. 1 Construction Standards.

SECTION 5.05 – INTRODUCTION TO RESERVE CAPACITY ALLOCATION (ALSO SEE WATER ORDINANCES)

CASTLETON FIRE DISTRICT No. 1 maintains a running summary of committed reserve capacity and uncommitted reserve capacity.

SECTION 5.06 – RESERVE CAPACITY ALLOCATION OR REALLOCATION (ALSO SEE WATER ORDINANCES)

Allocation Principles: Subsequent to the application for a water allocation, uncommitted reserve capacity in the SYSTEM may be allocated to specific projects according to the following procedure:

- A. Water allocation applications shall be received at the DISTRICT Office. The PRUDENTIAL COMMITTEE may review the applications on a first come, first serve basis. The total remaining uncommitted reserve capacity shall be allocated by the PRUDENTIAL COMMITTEE, in a manner consistent with the DISTRICT'S allocation priorities. The total uncommitted reserve capacity shall be reviewed by the PRUDENTIAL COMMITTEE as appropriate and committed reserve shall be regularly recorded and updated for use in allocation decisions.
- B. The PRUDENTIAL COMMITTEE retains the right to review applications and make allocations on other than a first come, first serve basis if they find such action is in best interest of CASTLETON FIRE DISTRICT No. 1. It is the intention of the PRUDENTIAL COMMITTEE to review applications and make allocation decisions on a monthly basis.

SECTION 5.07 – APPLICATION PROCESS INTRODUCTION

Applications for a new water connection to the SYSTEM or for the change of an existing connection or use, shall be made by the applicant or his/her authorized agent and will be subject to all provisions and specifications that CASTLETON FIRE DISTRICT NO. 1 may require.

Persons who own property or plan to purchase property connected to the DISTRICT SYSTEM which they plan to develop or to further develop, thereby creating a new use or expanding/decreasing an existing use, shall submit a letter outlining those plans to the PRUDENTIAL COMMITTEE along with the appropriate application forms available at the DISTRICT Office.

CASTLETON FIRE DISTRICT No. 1 shall at no time authorize more new water services than it can supply. The DISTRICT shall be under no obligation to commit to any development any portion of its capacity, but may allocate its capacity amongst the various types of uses as the PRUDENTIAL COMMITTEE deems most appropriate.

Applicants who purchase or otherwise take possession of property which is currently served by the DISTRICT's SYSTEM and who wish to continue to receive this service at that location shall complete and submit the Account Transfer Form to the PRUDENTIAL COMMITTEE along with the appropriate fee.

Should the actual consumption of a property exceed their approved allocation by more than 10.0%, this shall be cause for a reconsideration of the original allocation provided. It shall be the right of the DISTRICT to restrict actual consumption to that which was originally requested and allocated. Failure to agree to restrict consumption to the previously allocated amount or to remedy the situation via re-application and permit amendment may be cause for the termination of all service since this would otherwise place the DISTRICT in the position of abetting a fraudulent initial permit application.

In the event of disapproval, the applicant may request a special meeting of the DISTRICT and the application before the DISTRICT voters. If such a meeting takes place, the applicant agrees to pay an appeal fee to cover the costs associated with holding said special meeting.

SECTION 5.08 – APPLICATION PROCESS SUBMITTALS

Property Owners (also referred to herein as “applicants”) wishing to use the CASTLETON FIRE DISTRICT No. 1 SYSTEM, shall apply to the PRUDENTIAL COMMITTEE on forms prescribed by the PRUDENTIAL COMMITTEE. Such applications shall:

- A. Be accompanied by a calculation of the applicant's water flow basis to be generated by the project/development. If the applicant's water flow basis exceeds 1,000 gpd, the calculations shall be certified by a Vermont registered Professional Engineer, unless this requirement is waived by the PRUDENTIAL COMMITTEE.
- B. Be accompanied by plans and specifications sealed for construction, unless this requirement is waived by the PRUDENTIAL COMMITTEE.
- C. Include payment of fees as set forth in the DISTRICT'S Water Charge Rate Schedule.

SECTION 5.09 – APPLICATION PROCESS PHASES

The application/permit process consists of two (2) phases:

- A. Water Capacity Allocation Permit approval.
- B. Water Connection Permit approval.

The Water Capacity Allocation Permit approval makes a reserve capacity commitment for two (2) years.

The Water Connection Permit approval maintains the reserve capacity commitment for two (2) years.

SECTION 5.10 – WATER CAPACITY ALLOCATION PERMIT APPROVAL REQUIREMENTS

Prior to Water Capacity Allocation Permit approval, the following requirements shall be met by the Property Owner:

- A. The Property Owner's sealed plans and specifications for connection to and, if necessary, extension of the municipal SYSTEM have been submitted and are acceptable to the PRUDENTIAL COMMITTEE. The requirement for sealed plans and specifications may be waived by the PRUDENTIAL COMMITTEE until the Water Connection Permit application is submitted to the DISTRICT.
- B. All local fees or taxes set by the PRUDENTIAL COMMITTEE have been paid in full to the DISTRICT. The PRUDENTIAL COMMITTEE shall establish the fees in the DISTRICT's Water Charge Rate Schedule.

SECTION 5.11 – WATER CAPACITY ALLOCATION PERMIT APPROVAL CONDITIONS

A Water Capacity Allocation Permit is an agreement between the DISTRICT and the Property Owner. The Property Owner who is issued this permit does not own the capacity and forfeits all rights to capacity if the Water Capacity Allocation Permit conditions are not met.

The PRUDENTIAL COMMITTEE may approve the project as proposed, recommend or require changes, or reject the application for cause. The PRUDENTIAL COMMITTEE shall issue the Water Capacity Allocation Permit, which may be conditioned as follows:

- A. The committed reserve capacity allocation is not transferable to any other person or project unless requested by the original applicant and approved by the PRUDENTIAL COMMITTEE, however, a new application must be submitted.
- B. Specification that the period of time during which the Water Capacity Allocation Permit approval shall remain valid is two (2) years from the date of the DISTRICT's Water Capacity Allocation Permit approval date. The PRUDENTIAL COMMITTEE may issue time extension(s) upon the request of the Property Owner. For each extension granted, the maximum extension is one (1) year, and requires an additional application fee.
- C. Incorporation of specific conditions which must be fulfilled by the applicant to maintain validity of the water allocation permit approval.
- D. Provision for revocation by the action of the PRUDENTIAL COMMITTEE on failure of the Property Owner to fulfill requirements of the Water Capacity Allocation Permit approval.
- E. No approval of any application is considered to be final until all appropriate fees are paid in full. Nonetheless, the effective date is the date of approval. Failure of the applicant to pay the appropriate fees immediately shall not serve to extend the effective period of the approved application.

SECTION 5.12 – WATER CAPACITY ALLOCATION PERMIT EXPIRATION/EXTENSIONS

Committed Reserve Capacity allocated in conjunction with the Water Capacity Allocation Permit for building development shall revert to the DISTRICT if the permit recipient has failed to “initiate construction” within two (2) years of the approval date on said permit.

The Water Capacity Allocation Permit shall expire two (2) years from the date of its approval. A revised development plan and Water Capacity Allocation Application may be approved by the PRUDENTIAL COMMITTEE in the same manner as the original. Such revised plans must also be approved under local bylaws and by the applicable State Laws and Regulations. If the PRUDENTIAL COMMITTEE approves a revised permit, it may issue the revised permit with reduced or increased capacity allocation determined in accordance with the allocation priorities and principles. Where reduced capacity is granted in a revised Water Capacity Allocation Permit, the unused capacity shall revert to the DISTRICT. The PRUDENTIAL COMMITTEE shall determine the amount of unused capacity returned. With any approval of a revised water capacity allocation permit the PRUDENTIAL COMMITTEE may consider extension of the original two (2) year permit expiration date.

If a permit expires after two (2) years or after any extension of time provided by the PRUDENTIAL COMMITTEE, the unused portion of the committed capacity allocation at the time of expiration shall revert to the DISTRICT and there shall be no refund of system fees, application or other fees paid.

Regardless of the permit expiration period above, the PRUDENTIAL COMMITTEE may extend the Water Capacity Allocation Permit expiration date over a longer period if this action is in the DISTRICT’s best interest.

SECTION 5.13 – WATER CAPACITY ALLOCATION PERMIT REGARDING SUBDIVISIONS

For subdivision projects the permit holder of a proposed subdivided parcel must indicate the development planned for each lot. If all prerequisites defined for the Water Capacity Allocation Permit approval herein are met, permits shall be issued to the subdivision Property Owner for each lot with a specific reserve capacity allocation associated with the proposed development. These Water Capacity Allocation Permits shall expire after two (2) years from the date of permit approval unless the developer has sold the lot for development or has completed construction in accordance with the approved development plan. The expiration at two (2) years from original issuance shall not be modified by any revisions to the subdivision or development plan subsequent to the preliminary approval.

The reserve capacity allotted to lots that are either unsold or do not have building construction completed at the time of permit expiration shall revert to the DISTRICT without refund of any fees paid. Reserve capacity shall also revert to the DISTRICT from any reductions made to the development water demand planned for each lot subsequent to preliminary approval.

When the Property Owner of a subdivision sells individual lots within the two (2) year time frame, the Water Capacity Allocation Permit shall transfer when the property transfers and the new Property Owner becomes bound to comply with all permits issued and the plans and specifications for connecting to the municipal SYSTEM. The transferred permit shall be considered a new Water Capacity Allocation Permit issued on the date of property transfer

and the constraints of this POLICY shall apply to this permit. The permit shall expire as provided in the approved permit.

SECTION 5.14 – TRANSFER OF ALLOCATION

Reserve capacity is initially allocated by the PRUDENTIAL COMMITTEE to a specific applicant, project and parcel of land, however, the allocation does not automatically run with the land during project construction.

The capacity allocation belongs to CASTLETON FIRE DISTRICT No. 1 and is not transferable until the project/building/ development is constructed and connected to the DISTRICT'S main water line. The transfer of the capacity allocation is prohibited unless approved in writing by the PRUDENTIAL COMMITTEE at the original Property Owner's request.

The PRUDENTIAL COMMITTEE may approve transfer of capacity from one project to another and one Property Owner to another provided the new project and new Property Owner meet all the requirements for the approved permits and the original Property Owner applies for such transfer.

SECTION 5.15 – CONNECTION PERMIT APPROVAL REQUIREMENTS

The construction of the water service connection/tap and, if necessary, the municipal water line extension, must meet the DISTRICT requirement for DISTRICT oversight.

The Property Owner shall complete and submit a Water Connection Permit Application to the DISTRICT along with the applicable fees at least **forty-five (45) calendar days** in advance of any proposed water connection construction. This permit will expire two (2) years after of date of PRUDENTIAL COMMITTEE approval. If construction of and connection to the municipal SYSTEM is not complete after two (2) years, reserve capacity shall revert back to the DISTRICT and there shall be no refund of system fees, application or other fees paid. The PRUDENTIAL COMMITTEE may issue time extension(s) upon the request of the Property Owner. For each extension granted, the maximum extension is one (1) year and requires an additional application fee.

The construction of the water service tap to the municipal water main shall be performed by the DISTRICT. Additional constraints may be found in this POLICY, where applicable.

The DISTRICT shall have the authority to inspect activities pertaining to the construction of other portions of waterline extensions, whether or not such extensions will become part of the municipal SYSTEM, as they deem is in the best interest of the DISTRICT. Given the nature of the connection or extension project, the PRUDENTIAL COMMITTEE may contract engineering services for consultation and inspection services during construction, at the expense of the Property Owner.

Fees are set by the PRUDENTIAL COMMITTEE and have to be paid in full to the DISTRICT, prior to granting Water Connection Permit approval and therefore, prior to commencing construction. Applicable local, State and Federal permits shall also be secured prior to granting the Water Connection Permit.

The applicant shall file the Connection Permit in the land records of the TOWN along with copies of all fees paid and reference to the location of the approved connection plans and specifications.

SECTION 5.16 – CHANGE OF USE

Any person proposing a change of use, whether or not this change affects the property's existing daily water flow basis, shall be required to complete the application process stated in this Article unless waived in part or in full by the PRUDENTIAL COMMITTEE. If the applicant is required to obtain these permits, the PRUDENTIAL COMMITTEE may decide to waive some or all of the fees if they determine that the change of use does not require additional allocation when compared to the property's existing flow basis. No such change or connection shall be made without the necessary permits or written approval from the PRUDENTIAL COMMITTEE.

ARTICLE 6: Requirements for Construction of Water Lines and Appurtenances

SECTION 6.01 – CONSTRUCTION PHASE (SEE CONSTRUCTION STANDARDS)

SECTION 6.02 – PRE-CONSTRUCTION MEETING (SEE CONSTRUCTION STANDARDS)

SECTION 6.03 – CONSTRUCTION (SEE WATER ORDINANCES AND CONSTRUCTION STANDARDS)

SECTION 6.04 – AUTOMATIC FIRE SUPPRESSION “SPRINKLER” SYSTEMS (SEE CONSTRUCTION STANDARDS)

SECTION 6.05 – FIRE HYDRANTS (SEE CONSTRUCTION STANDARDS)

SECTION 6.06 – BACKFLOW PREVENTION / CROSS CONNECTION CONTROL (SEE WATER ORDINANCES AND CONSTRUCTION STANDARDS))

SECTION 6.07 – OWNERSHIP AND MAINTENANCE OF SERVICE LINES (ALSO SEE CONSTRUCTION STANDARDS)

Upon completion and approval of the installation of a new service line (including payment of all applicable charges by the applicant to CASTLETON FIRE DISTRICT No. 1 and legal transfer of rights-of-way where required):

- A. The portion of the service line from the transmission main up to and including the curb stop shall be maintained by the DISTRICT. Under no circumstances shall the responsibility of the DISTRICT traverse private property over which they do not have rights of entry, maintenance and construction. Furthermore, the DISTRICT will be responsible for maintaining in good repair the water meter.
- B. The portion of the service line from the curb stop to the building, or other point agreed upon by CASTLETON FIRE DISTRICT No. 1 and the applicant, shall be maintained by the Property Owner. This shall include the maintenance and cost of maintenance for repairing breaks and/or leaks in, or replacement of, the service line on the Customer's side of the curb stop, for repairing or replacing faulty household plumbing, and for repairing or replacing fixtures which, when not functioning properly, discourage or tend to discourage the inspection, removal or replacement of the water meter by authorized persons. Furthermore, the Property Owner shall be responsible for maintaining in good repair the pressure regulator and backflow preventer. The Property Owner shall be responsible for all costs of such maintenance whether the maintenance is undertaken at the Property Owner's discretion or upon the order of the PRUDENTIAL COMMITTEE.

All Customers are responsible for maintaining the area around their curb stop.

For all existing services the liability of the DISTRICT shall end within the limits of the highway right-of-way. In those cases where the curb stop is located outside of the highway right-of-way, the DISTRICT shall hereby have access to the Customer's property for the sole purposes of operating, opening and/or closing the curb stop.

ARTICLE 7: Water System Standards and Procedures

SECTION 7.01 – WATER QUALITY

CASTLETON FIRE DISTRICT No. 1 will endeavor to maintain a high standard of water quality, but it cannot guarantee the purity and potability of the water supplied. The DISTRICT will comply with Vermont Department of Health, Vermont Department of Environmental Conservation and U.S. Environmental Protection Agency monitoring and reporting requirements. The DISTRICT will not be responsible for meeting unusually high water quality standards for specialized or industrial Customers.

SECTION 7.02 – WATER CONSERVATION

The PRUDENTIAL COMMITTEE reserves the right, in periods of drought or emergency or when deemed essential to the protection of public health, safety, and welfare, to curtail, or prohibit the use of water for secondary purposes such as watering lawns, car washing, or filling swimming pools, and shall have the right to fix the hours and periods when water may be used for such purposes.

The PRUDENTIAL COMMITTEE also reserves the right to ration water use for all purposes depending upon the exigency of the situation.

SECTION 7.03 – CONSECUTIVE SYSTEMS (SEE WATER ORDINANCES)

SECTION 7.04 – WATER SYSTEM PRESSURES

The DISTRICT will attempt to maintain SYSTEM pressures not exceeding 150 pounds per square inch. The DISTRICT will not be required to render service where normal SYSTEM pressures may be expected to fall below 35 pounds per square inch under static conditions or under 20 psi for all other conditions of flow, including fire flow. Where a Customer feels that the SYSTEM pressures within the above range are higher than his/her plumbing or apparatus can endure, it shall be the responsibility of the Customer to install and maintain a suitable pressure reducing device where required by the Customer.

No Customer shall install or use any water consumption apparatus which will affect the DISTRICT's pressure or operating conditions so as to interfere with the service of another Customer. Where a Customer has, or proposes to install, an apparatus which requires water in sudden and material quantities, impairing the pressure to the detriment, damage, or disadvantage of other customers, the DISTRICT reserves the right to require such Customer to install devices or an apparatus which will confine the fluctuations of demand and pressure to within reasonable limits as determined by the DISTRICT. This may take the form of the Customer installing high elevation gravity storage or hydropneumatic storage as required.

SECTION 7.05 – CHANGES IN WATER QUALITY DUE TO DISTRICT MAINTENANCE

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, chlorination, or the opening or closing of any SYSTEM valves or hydrants, or any abnormal condition, unless caused by the lack of reasonable care on the part of the DISTRICT.

SECTION 7.06 – INTERRUPTION OF SERVICE

CASTLETON FIRE DISTRICT No. 1 is not liable for any damage caused by interruption of service.

CASTLETON FIRE DISTRICT No. 1 will exercise reasonable diligence and care in delivering a continuous supply of water at a proper pressure and will attempt to avoid shortage or disruption of service. 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.

No person shall be entitled to an adjustment of rates or charges unless the interruption is in effect for a continuous period of 10 calendar days or more and does not affect more than 50% of the DISTRICT's Customers, in which case a proportional adjustment of rates will be made, as determined by the PRUDENTIAL COMMITTEE.

While it is the intention to give notice, as far as reasonable, in advance of any work which must be done that will necessitate interruption of the supply, such notice is to be considered a courtesy only, and not a requirement on the part of CASTLETON FIRE DISTRICT No. 1. Failure of a Customer, tenant or Property Owner to receive notice of interruption of service shall entail no liability on the part of CASTLETON FIRE DISTRICT No. 1 or its employees. 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, temperature and pressure relief valves or cutouts in the water systems and/or secondary system to prevent damage to the device(s), 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.

SECTION 7.07 – STEAM THAWING OF FROZEN WATER SERVICE LINES

When a service line freezes, it may not be possible to determine where the freezing has occurred until the curb stop has been tested and the pipe has been thawed.

Electrical thawing is prohibited by CASTLETON FIRE DISTRICT No. 1.

If the DISTRICT determines that the service line was frozen only on the Customer's side of the curb stop, the Customer shall be responsible for the costs of labor and equipment provided by CASTLETON FIRE DISTRICT No. 1 to steam thaw the service line.

If CASTLETON FIRE DISTRICT No. 1 determines that the service line was frozen only on the DISTRICT'S side of the shut-off, all costs of steam thawing, labor and equipment will be provided at the DISTRICT's expense.

If CASTLETON FIRE DISTRICT No. 1 determines that the service line was frozen on both sides of the shut-off the Customer shall be responsible for one-half of the cost of steam thawing the service line including costs for labor and equipment provided by CASTLETON FIRE DISTRICT No. 1.

CASTLETON FIRE DISTRICT No. 1 recommends that, when service pipes have frozen, the Customer run water continuously through the pipes until the conditions which caused the freezing have changed, in order to prevent the re-freezing of the pipes. Under this circumstance, CASTLETON FIRE DISTRICT No. 1 shall issue written approval to the Customer allowing this to be done.

- A. Where the freezing is determined to have been on the Customer's side of the curb stop the Property Owner will be liable for the water charge for the water run for this purpose.
- B. Where the freezing is determined to have been on the DISTRICT'S side, the Property Owner will receive credit for the additional water charge for the water run for this purpose.
- C. Where the freezing is determined to have occurred on both sides of the curb stop the Property Owner will be responsible for half the additional water charge applicable, when water is run for this purpose.

SECTION 7.08 – LEAK IN PRIVATE LINE OR PRIVATE PLUMBING

If based upon a water meter reading or other information, CASTLETON FIRE DISTRICT No. 1 has a reasonable basis to believe there is a water leak in a private water line or private plumbing; the DISTRICT may schedule a hearing with the PRUDENTIAL COMMITTEE to turn off or disconnect the water to said line.

- A. The Property Owner shall be provided with a written notice of the date, time and place of the hearing, mailed at least thirty (30) days prior to the hearing by Certified Mail, Return Receipt Requested, to the last known address of the Property Owner.
- B. If the mailing address of the Property Owner and the property address are different, CASTLETON FIRE DISTRICT No. 1 shall also deliver a notice in hand to an adult at the property affected or leave a copy of the notice at the building if in-hand notification to an adult cannot be accomplished.
- C. The notice of hearing shall indicate that CASTLETON FIRE DISTRICT No. 1 has recommended that the water to the property be disconnected. The notice shall also indicate that the Property Owner has until the date of the hearing to repair or otherwise correct the leak.
- D. If repairs are made to the satisfaction of the DISTRICT'S representative, he/she shall notify the PRUDENTIAL COMMITTEE and the hearing shall be cancelled. In that event, notice of cancellation shall be mailed to the Property Owner by first class mail.
- E. If the Property Owner does not believe that there is a leak or there are other circumstances that the Property Owner or occupants believe the PRUDENTIAL COMMITTEE should consider, the Property Owner and occupants shall be entitled to attend the hearing of the PRUDENTIAL COMMITTEE and be heard. In the alternative, the Property Owner and occupants may also submit a written response to the PRUDENTIAL COMMITTEE.

- F. If a hearing is conducted and the PRUDENTIAL COMMITTEE is not satisfied that the leak has been repaired or corrected; it shall issue an order instructing DISTRICT employees to shut off the water at the curb stop to such property on the second business day following the date of the order. A copy of the order shall be mailed or delivered to the Property Owner and occupants in the manner described in Part A of this Section.
- G. If water is shut off in accordance with such an order, the Property Owner will be required to satisfy the DISTRICT that the leak has been repaired or otherwise corrected and pay any outstanding balance on the account before CASTLETON FIRE DISTRICT No. 1 authorizes the water to be turned back on.
- H. If the Property Owner or occupant is dissatisfied with any decision made by CASTLETON FIRE DISTRICT No. 1 in connection with a water leak, the Property Owner or occupant may request a hearing before the PRUDENTIAL COMMITTEE. However, such a request shall not stay a disconnect order previously issued by the PRUDENTIAL COMMITTEE, nor shall it delay a previously scheduled hearing.
- I. For major leaks that result in substantial increases in amounts billed to a customer can be waived or reduced by the PRUDENTIAL COMMITTEE upon petition by the Property Owner.

ARTICLE 8: Water Fund Management

SECTION 8.01 – TYPES OF RESERVE FUNDS (SEE WATER ORDINANCES)

SECTION 8.02 – CAPITAL RESERVE FUND ESTABLISHMENT

CASTLETON FIRE DISTRICT No. 1 maintains one or more Capital Reserve Funds for the sole purpose of funding major maintenance and/or replacement projects, upgrades, and/or expanding the SYSTEM. These funds are created by the voters, and can be used only for the purposes for which they were established.

When capital reserve fund assets are not disbursed fully for major maintenance and/or replacement expenditures and/or SYSTEM expansions and upgrades, excess money shall remain in the fund for future related expenditures similar in nature.

If money is left over from a bond vote, assuming the cost for the bond-authorized project is less than the authorized amount, the PRUDENTIAL COMMITTEE may choose, at its sole discretion, to place said balance of money into a Sinking Fund to pay the debt service on the bond issue.

SECTION 8.03 – UNRESTRICTED FUNDS

Additions to this General Ledger Line Item are designated by Prudential Committee and budgeted appropriations, i.e., State of Vermont PILOT funds and Reserve for Contingencies, etc.

Expenditures from this General Ledger Line Item are for any purpose as designated by the Prudential Committee, i.e., transfers to other accounts in the event of a cash shortfall, debt service, etc.

ARTICLE 9: Water Charges

SECTION 9.01 – WATER CHARGES (SEE WATER ORDINANCES)

SECTION 9.02 – CHARGING CONNECTED VACANT PROPERTIES

Vacant properties that are connected to the SYSTEM may be charged in accordance with SECTION 9.01 whether or not the property is occupied. It is the intent of the DISTRICT to charge the Property Owner of a vacant property a cost proportional to cover the fixed expenses of the SYSTEM. This cost, sometimes referred to as a base rate, shall be based upon the rate structure decided by the PRUDENTIAL COMMITTEE.

SECTION 9.03 – CUSTOMER RESPONSIBILITY

Water bills are rendered in the name of the Customer. A Customer who has tenants metered separately shall be responsible for bill apportionment.

The Customer is responsible for the payment of water bills, without regard as to whether the Customer is the ultimate user. By applying for water service, the Customer agrees to pay all bills as they become due, and failing to do so, agrees to pay all costs of collection, including attorney's fees.

The Customer is responsible for notifying CASTLETON FIRE DISTRICT No. 1, at their Offices, of any changes in mailing address.

Failure to receive a bill does not relieve the Customer of the obligation for payment or for payment of penalties for late payment.

SECTION 9.04 – CHECK ACCEPTANCE/DEFAULT

Postdated or second party checks will not be accepted for payment of water charges. Procedures for recovery of a check returned by a financial institution for non sufficient funds, drawn on closed accounts, etc. are to notify the Customer by certified mail/return receipt or other service. The Customer has ten (10) business days to redeem with cash or cash equivalent i.e., Bank check or postal money order, the returned check plus costs, to include postage, bank fees, DISTRICT fees and other costs as appropriate. If returned check is not redeemed within ten (10) business days of the date the Customer is notified, the DISTRICT will proceed with collection in accordance with Vermont law.

SECTION 9.05 – COLLECTION OF DELINQUENT WATER CHARGES

In the event any water charge is not paid by the bill's due date or within thirty (30) days from the bill's postmark date, an interest charge shall be added to the water charge. The amount of the interest charge on the overdue accounts shall be the same as those applied to delinquent taxes as set forth in 32 V.S.A., Chapter 17, Section 1674, and Chapter 133, Section 5136. CASTLETON FIRE DISTRICT No. 1 has the authority to place a lien on the

real estate or may defer the property for tax sale if delinquent water charges remain unpaid. A change of property ownership does not relieve the new Property Owner of obligations for delinquent charges, fees and interest. Refer to Article 10 of this POLICY for further information on interest charges, delinquency, liens and tax sales.

ARTICLE 10: Disconnection of Service

SECTION 10.01 – DELINQUENT ACCOUNTS / DISCONNECTION OF SERVICE (SEE WATER ORDINANCES)

SECTION 10.02 – NOTICE REQUIREMENTS BEFORE DISCONNECTION

Before disconnection can occur, the ratepayer must be given notice of delinquency and advised of the possibility of having its service interrupted. The notice must meet the following requirements as stipulated in 24 V.S.A., Chapter 129.

- A. It must be sent within forty (40) days after delinquency.
- B. It must be sent not more than twenty (20) days, nor less than fourteen (14) days prior to the planned disconnection of service.
- C. It must be on pink paper.
- D. It must be on the Uniform Notice Form provided for by law, informing the ratepayer of their delinquency, collection and reconnection fees, methods of arranging payment of the bill and appeal rights.
- E. A copy of the notice shall be sent to the occupant of the residential dwelling that will be affected by the disconnection if the occupant is different than the Customer.
- F. The 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.

SECTION 10.03 – TIME AND MANNER OF DISCONNECTION

CASTLETON FIRE DISTRICT No. 1 shall disconnect water service only between the hours of 8:00 a.m. and 2:00 p.m. of the business day specified on the Uniform Notice Form or within the same hours during the four (4) business days thereafter. See Article 2 of Water Ordinances for the definition of “business days”.

When service is disconnected at the premises of the Customer, which shall include disconnection at or near the premises of the Customer, the individual making the disconnection shall give written notice “Notice: Your Water Service Has Been Disconnected” to a responsible adult on the premises that service has been disconnected. If no responsible adult is present, the individual shall leave the notice on the premises in a conspicuous and secure place. The notice shall state what the Customer must do to have service restored.

SECTION 10.04 – WHEN DISCONNECTION IS PROHIBITED

CASTLETON FIRE DISTRICT No. 1 shall not cause the disconnection of water service in any of the following circumstances:

- A. The delinquent bill or charge, or aggregate delinquent bills or charges, do not exceed Fifteen Dollars (\$15.00).
- B. The delinquency is due solely to a disputed portion of a charge which is the subject of an appeal.
- C. The delinquency is due to a failure to pay a deposit, line extension, special assessment, special construction charge, or other non-recurring charge.
- D. The disconnection would represent an immediate and serious hazard to the health of the Customer or a resident within a Customer's household, as set forth in a physician's certificate which is on file with CASTLETON FIRE DISTRICT No. 1. Notice by telephone or otherwise that such certificate will be forthcoming will have the effect of receipt, providing the certificate is in fact received within seven (7) calendar days thereafter. The certificate will be considered valid and in force for thirty (30) calendar days or the duration of the hazard, whichever is less. See Article 2 of Water Ordinances for the definition of "Physician's Certificate".
- E. The Customer has not been given an opportunity to enter into a reasonable agreement to pay the delinquent bill, as provided in Section 10.05 below, or, having made such agreement, has abided by its terms.

SECTION 10.05 – AGREEMENT FOR PAYMENT OF DELINQUENT BILL OR OTHER CHARGE

Any rate payer who seeks to avoid disconnection by entering into a written agreement with the CASTLETON FIRE DISTRICT No. 1 Tax Collector to pay a delinquent bill or other charge shall be given an opportunity to do so as follows:

- A. Such an agreement may be entered into at any time, either before or after the disconnection of the Customer's service.
- B. As a matter of business practice, CASTLETON FIRE DISTRICT No. 1 will not enter into any such agreement for payment of the full amount of the delinquent bill over any period in excess of six (6) months, nor will CASTLETON FIRE DISTRICT No. 1 enter into any agreement which does not also require the Customer to pay all future charges as they become due.
- C. In the event that an agreement is reached after collection trips have been made, or service has been reconnected, the charges for such action may be added to the delinquent bill or charge to which the agreement relates.
- D. Interest shall accrue on the entire delinquent amount to which the agreement relates.
- E. It shall be the responsibility of the Customer to obtain and execute a written agreement on the form specified by the PRUDENTIAL COMMITTEE.
- F. Failure to satisfy the terms of such agreements shall be deemed to constitute a failure by the Customer to abide by the terms of the said agreement, and will subject the Customer to disconnection without further notice, in addition to any other collection action which the DISTRICT may take.

SECTION 10.06 – RESTORATION OF WATER SERVICE

If water service has been disconnected for delinquency of payment of a valid bill or other charge, CASTLETON FIRE DISTRICT No. 1 shall, within twenty-four (24) hours, restore service upon the Customer's request when the cause for disconnection has been removed, or when an agreement has been reached between the Customer and the PRUDENTIAL COMMITTEE regarding the dispute which led to the disconnection.

Restoration of service, to the extent feasible, shall be done so as to avoid charging a Customer overtime wages and other abnormal expenses.

In cases where disconnection or interruption of service is made for reasons of health or safety of the Customer or of the general public, no collection or reconnection fees shall be charged.

SECTION 10.07 – TAX SALES AND LIENS ON REAL PROPERTY

Upon delinquency of payment of a valid bill for service provided to the Property Owner of the real estate or other charge for water service properly charged to the Property Owner of the real estate, the PRUDENTIAL COMMITTEE may file notice of a lien or notice of a tax sale upon the real estate with respect to which the water service was rendered, provided in 24 V.S.A., Chapter 89, Section 3306. Such notices shall be in the standard form furnished by CASTLETON FIRE DISTRICT No. 1 and recorded with the Clerk of CASTLETON FIRE DISTRICT No. 1 and the Town of Castleton. A copy of the notice shall be mailed to the Property Owner and all lien holders or mortgagees of the property. Before filing the lien or deferring the property for tax sale, the PRUDENTIAL COMMITTEE shall give the Property Owner of said property an opportunity to be heard.

If the Property Owner fails to enter into any agreement for payment of a delinquent bill, or if the Property Owner fails to abide by the terms of said agreement, the PRUDENTIAL COMMITTEE has the authority to place the real estate up for tax sale, in accordance with 32 V.S.A., Chapter 133, Section 5252, regardless of the total dollar amount of the delinquency and the period of time for which the Property Owner has been delinquent, as the PRUDENTIAL COMMITTEE deems necessary.

If the Property Owner fails to comply with the DISTRICT'S delinquent billing policy, the PRUDENTIAL COMMITTEE shall defer said property for tax sale.

CASTLETON FIRE DISTRICT No. 1 also has the authority to foreclose on liens in the same manner as provided by law for the foreclosure of mortgages on real estate, when such lien has been in effect for more than two (2) years, 24 V.S.A., Chapter 89, Section 3306 and 32 V.S.A., Chapter 133, Section 5061. While foreclosure of a lien is generally only undertaken when the value of the real estate is worth less than the dollar amount of the lien, the PRUDENTIAL COMMITTEE may use their discretion to determine what is in the best interest of CASTLETON FIRE DISTRICT No. 1.

Upon full payment of all delinquent bills and other charges, the PRUDENTIAL COMMITTEE shall notify the Clerk of CASTLETON FIRE DISTRICT No. 1 and the Town of Castleton in which the lien was filed that the lien has been discharged.

ARTICLE 11: Appeals

SECTION 11.01 – APPEALS (ALSO SEE WATER ORDINANCES)

Claims, complaints and appeals will first be referred to the PRUDENTIAL COMMITTEE Chair. If a mutually satisfactory settlement cannot be reached, the claimant will be so informed, in writing by Certified Mail, Return Receipt Requested. The claimant will be notified at that time that he/she will have the opportunity to present his or her claim to the PRUDENTIAL COMMITTEE, either in writing or in person, within thirty (30) calendar days of such notification. If such a claim is not presented, the PRUDENTIAL COMMITTEE will act on the recommendation of the Hearing Officer.

Upon appeal to the PRUDENTIAL COMMITTEE, the PRUDENTIAL COMMITTEE shall fairly and promptly hear any and all written requests for appeals by the Customer after notice to all interested parties.

ARTICLE 12: Unauthorized Use of Water

SECTION 12.01 – UNAUTHORIZED USE OF WATER (ALSO SEE WATER ORDINANCES)

Water shall not be allowed to run to waste through any faucet or fixture to prevent freezing or be kept running for any longer than necessary for its proper use without a written permit from CASTLETON FIRE DISTRICT No. 1. CASTLETON FIRE DISTRICT No. 1 is required to restrain and prevent any and all waste of water and to that end may, when necessary, turn off water or take such other action as, in its judgment, appears proper. If CASTLETON FIRE DISTRICT No. 1 does authorize the use of running water to prevent freezing, no adjustment in fees will be made unless CASTLETON FIRE DISTRICT No. 1 has determined that the freezing issue is on CASTLETON FIRE DISTRICT No. 1's side of the Customer's water shut-off / curb stop, refer to SECTION 6.07 of this POLICY.

ARTICLE 13: Prohibitions and Penalties for Violation of Rules

SECTION 13.01 – PROHIBITIONS (SEE WATER ORDINANCES)

SECTION 13.02 – PENALTIES FOR VIOLATION OF THIS POLICY (SEE WATER
ORDINANCES)

ARTICLE 14: Amendments, Changes, and Petitions

SECTION 14.01 – AMENDMENTS AND CHANGES (SEE WATER ORDINANCES)

SECTION 14.02 – PETITIONS (SEE WATER ORDINANCES)

ARTICLE 15: Policy in Force

SECTION 15.01 – POLICY IN FORCE

This POLICY shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

Duly enacted and ordained by the PRUDENTIAL COMMITTEE of CASTLETON FIRE DISTRICT No. 1, Castleton, Vermont, Rutland County, State of Vermont, on the 10th day of July, 2014 at a duly called and duly held meeting of said PRUDENTIAL COMMITTEE.

PRUDENTIAL COMMITTEE OF
CASTLETON FIRE DISTRICT No. 1

[Signature]
[Signature]
Severly J. Anderson
Raymond H. Ladd
[Signature]

I, the undersigned duly elected Clerk for CASTLETON FIRE DISTRICT No. 1, do acknowledge by my signature that this document are the Water Policies as adopted by the PRUDENTIAL COMMITTEE on July 18th, 2014.

Dated this 18th day of July, 2014.

[Signature]
Clerk's Signature

SARA C. GREY
Clerk's Printed Name