

WATER USE ORDINANCE

TOWN OF FAIRFAX

Revised November 16, 2009

ESTABLISHMENT	DESIGN VALUE	Gallons Per Person Per Day(Unless otherwise noted below)
Construction (at semi-permanent camp)	50	
Day at schools and offices	15	Per Person Per Shift

*Elderly housing may be calculated at 1.5 people per bedroom.

**Does not include laundry or restaurant demand.

TOWN OF FAIRFAX: RECEIVED AND RECORDED NOVEMBER 17, 2009
AT 1:45 PM.

A TRUE RECORD.

ATTEST: Steph M. Webb ASST. TOWN CLERK

ESTABLISHMENT	DESIGN VALUE	Gallons Per Person Per Day(Unless otherwise noted below)
Schools		
Boarding	100	
Day, without gyms, cafeterias & showers	15	
Day, with gyms, cafeterias & showers	25	
Day, with cafeteria, but without gyms and showers	20	
Service Stations	500	First set of gas pumps
Plus	300	Each set thereafter
Shopping Centers/Stores;		
Large Dry Goods	5	Per 100 Square Feet
Large supermarkets with meat department, without garbage grinder	7.5	Per 100 Square Feet
Large supermarkets with meat department, with garbage grinder	11	Per 100 Square Feet
Small Dry Goods (in shopping centers)	100	Per Store
Subdivision	450	Per Lot or 150 Gallons Per Day Per Bedroom, whichever is larger
Theaters		
Movie	5	Per Auditorium Seat
Drive-in	5	Per Car Space
Travel trailer parks without individual water & sewer hookups		
Comfort Station	90	Per Trailer Space
Dumping Station	35	Per Trailer Space
Travel trailer parks with individual water & sewer hookups	125	Per Trailer Space
Veterinary clinic (3 or fewer doctors)		
Without animal boarding	750	Per Clinic
With animal boarding	1500	Per Clinic
Workers		

ESTABLISHMENT	DESIGN VALUE	Gallons Per Person Per Day(Unless otherwise noted below)
Boarding Houses	50	
Plus Addition for non-resident boarders	10	
Multiple dwelling (condominiums, town houses, clustered housing)	75	Per Person with Minimum of 2 People/Bedroom
Den with Couch	55	
Rooming House	40	Per Occupant Bed Space
Single Family Dwellings	150	Per Bedroom
Factories	15	Gallons Per Person, Per Shift, exclusive of Industrial Wastes
Gyms	10	Per Participant
	3	Per Spectator
Hairdressers	10	Per Operator
Plus	150	Per Chair
Hotels** with Private Baths	50	Per Sleeping Space
Hospitals	250	Per Bed
Institutions other than hospitals	125	Per Bed
Laundries, self-service	500	Per Machine
Mobile Home Parks		
Systems Serving 4 or fewer trailers	450	Per Space
Systems Serving 5 or more trailers	250	Per Space
Motels** with private baths	50	Per Sleeping Space
Nursing Homes	125	
Picnic Parks (toilet waste only/picnickers)	5	
Restaurants (toilet and kitchen wastes, including restaurant and bar seats)	30	Per Seat
Additional for restaurant serving 3 meals per day	15	Per Seat
Restaurants (fast food-see Cafeteria)		

ESTABLISHMENT	DESIGN VALUE	Gallons Per Person Per Day(Unless otherwise noted below)
Assembly Areas, Conference Rooms	5	
Airports	5	
Bathhouses	5	
Bowling Alley (no food service)	75	Per Lane
Camps:		
Campground with central comfort stations (4 people per site)	100	Per Site
With flush toilets, no showers (4 people per site)	75	Per Site
Construction Camps (semi-permanent)	50	
Day camps (no meals served)	15	
Day Care Centers	15	Per Child or Employee, Per Shift
Resort camps (night & day) with limited plumbing	50	
Cafeterias	50	Per Seat
Churches	5	
Sanctuary seating x 25%		
Church Suppers	8	
Cottages	50	
Country Clubs	100	Per Resident Member
Country Clubs	25	Per Non-Resident Member Present
Dairy Farms	20	per tie-up
Dentists' Office	35	Per Staff Member
Plus	200	Per Chair
Doctors' Office	35	Per Staff Member
Plus	10	Per Patient
Dwellings		
Apartments	75	Per Person with Minimum

FAIRFAX WATER SYSTEM
CUSTOMER COMPLAINT FORM

Date/Time: _____

Customer Name: _____

Address/Location: _____

Phone: _____

Form filled out by: _____

Title: _____

NATURE OF COMPLAINT

ACTION TAKEN

Fill out what is necessary

Site Visit: _____ Date/Time: _____

Water quality at time of complaint: _____
(ph, chlorine residual, etc.)

Work performed: _____

Other: _____

FOLLOW-UP COMMENTS

NOTICE OF INTENT
TO FILE LIEN

Date: _____

According to the records of the Town of Fairfax, you are the owner of the following property.
According to the records of the Fairfax Water Department, you have failed to pay the following
charges which are now delinquent and for which you are responsible.

ADDRESS OF PREMISES: _____

NAME OF OWNER: _____

TYPE OF RATE/CHARGE	PERIOD OF SERVICE (if applicable)	DATE DUE	AMOUNT

Accrued interest will change
this balance in the future.

TOTAL UNPAID
BALANCE: \$ _____

You are hereby given notice that unless this amount is received by the Fairfax Water
Department by the close of business on _____, or unless you
dispute this charge and request a hearing before the Selectboard of the Town of Fairfax,
Vermont before that date, the statutory procedures for placing a lien upon your property will be
followed.

Signed: _____
Authorized Agent for the
Fairfax Water Department

AGREEMENT FOR PAYMENT
FOR
DELINQUENT WATER BILL

I/We, _____, the undersigned, hereby agree with the Town of Fairfax (the "Town"), as follows:

1. There is due and owing a bill for water service of \$ _____ which is delinquent, and for which the Town is entitled to disconnect service, and which we are unable to pay in full at this time.
2. There are also the following charges which have been or are about to be assessed to us by the Town, but which are not yet delinquent:

- | | |
|------------------------------------|----------------|
| a. Collection Trip(s) | \$10.00 |
| b. Reconnection Fee (Normal Hours) | \$25.00 |
| Reconnection Fee (Overtime) | <u>\$35.00</u> |

TOTAL \$

3. The amounts specified in Paragraphs 1 and 2 above total \$ _____ and we agree to pay this total, together with interest thereon accruing at the rate of _____ percent (_____ %) per annum, to the Town as follows:

(\$ _____) per month, payable on or before the _____ day of _____ each month, for a period of _____ months.

Dollars

4. We understand and agree that in the event we fail to abide by the terms of this Agreement, our water service is subject to termination without further notice, and that the Town may then institute legal action to recover the amount due, together with court costs and its attorney's fees.
5. We further understand that in the event our water service is terminated, pursuant to paragraph 4 hereof, we may incur and be required to pay in full all of the following charges before service is restored:
- a. The balance owing under this Agreement.
 - b. Any other amounts which have become delinquent subsequent to executing this Agreement.
 - c. A deposit equal to two-twelfths (2/12th) of the estimated annual bill.
 - d. A reconnection fee of Twenty-five Dollars (\$25.00)

Signed: _____ Dated: _____

Signed: _____ Dated: _____

Accepted for the Town by: _____

LETTER OF TRANSMITTAL
AGREEMENT FOR PAYMENT
OF
DELINQUENT WATER BILL

DATE: _____

Dear _____;
(Name of Customer)

We are enclosing a written Agreement form which sets for the terms and conditions to which we orally agreed today.

As I explained to you, this form must be signed and in our office in Fairfax, Vermont, by 4:00 p.m. on _____. Failure to do so will constitute a breach of this Agreement, and we will disconnect your water service without further notice.

Please note in particular paragraph 5 of the Agreement which sets forth the possible charges to be incurred if you break your Agreement.

Signed: _____
Title: _____

Enclosure

NOTICE

YOUR WATER SERVICE HAS BEEN DISCONNECTED

Name: _____

Address: _____

You are hereby notified that your water service has been disconnected due to your failure to pay past due amounts totaling \$ _____, as specified in the Notice of Disconnection mailed to you on _____.

If you wish to have your water service reconnected, you should pay the full amount owed immediately and notify this office of your desire to have service restored. You may be required to furnish a deposit as a condition to restoration of service, if you have not previously paid such a deposit or if you have previously paid such a deposit which has already been applied against amounts due.

In the event you cannot pay the full amount owed immediately, you should contact this office about arranging an agreement to make partial payment over a period of time. If such an agreement is entered into, failure to abide by the terms of the agreement can lead to disconnection without further notice, as well as further collection action, the cost of which will be charged to you.

If disconnection would result in an immediate and serious health hazard within your household, your service will be reconnected upon presentation of a duly licensed physician's certificate.

Reconnection of your service may result in an assessment against you of a reconnection fee of Twenty-five Dollars (\$25.00) for normal hours or Thirty-seven Dollars and Fifty Cents (\$37.50) for overtime hours. In the event you enter into a repayment agreement, the reconnection fee will be added to the amount owing under the agreement.

The Department reserves the right to institute collection action to recover the amount which you owe the Department. Under the Department's Rules and Regulations, you will be charged the cost of any such collection action, including attorney's fees.

All inquiries and correspondence should be made to:

THE TOWN OF FAIRFAX WATER DEPARTMENT

OR

THE TOWN OF FAIRFAX SELECTBOARD

NOTICE OF DISCONNECTION

Date: _____

\$ _____
Amount in Arrears

Dear: _____
(Name of Customer)

According to our records, your water service account is still unpaid. Please make full payment of the account or contact our office to make satisfactory arrangements before _____. If this is not done, we will no longer be able to extend credit and will _____ have to discontinue your service on that date or any one of the following four (4) business days.

(Under the law, "business days" means Monday through Thursday, excluding legal holidays and the day before any day when the office of the District Treasurer is not open to the public.) An unpaid bill may become a lien on your real property.

SPECIAL CHARGES -- Section 515 of Title 24, Vermont Statutes Annotated, provides that we charge a fee for coming to your location to collect the amount overdue. Also, the same statute provides that we shall charge a reconnection fee for restoration of service if your service has been disconnected for nonpayment. These fees are as follows:

Collection Trips: \$10.00 per delinquent charge regardless of the number of trips.
Disconnection: \$25.00 per occurrence*.
Reconnection: \$25.00 per occurrence*.

If payment has already been sent, we recommend that you contact our office to make certain that payment is recorded on your account by the indicated date as such payment may have become delayed or lost in the mail. Payment in the mail is not considered payment until received by us.

THIS IS A FINAL REQUEST

TOWN OF FAIRFAX WATER DEPARTMENT

* An additional \$12.50 fee is charged for overtime disconnection or re-connection.

Initial one of the following paragraphs:

_____ I/We certify that the above premise is owned by me/us; and has a present value, in excess of any liens or encumbrances, in excess of one (1) year's estimated annual charges, note below. We acquired ownership by deed recorded in Book _____, Page _____, of the Land Records of Fairfax, Vermont.

_____ I/We understand that I/We must pay a deposit equal to the estimated cost of installation, consumption, and removal of the temporary service, as shown below, and that this deposit will be held until I/We request a termination of service. I/We further understand that this deposit will then be applied to all outstanding charges for which I am/we are responsible, and that any balance remaining after the payment of such charges will then be refunded.

I/We agree:

1. To pay promptly all bills, rates, and other charges assessed by the Department in connection with the furnishing of water service to the above address, together with all lawful costs of collection, including the Department's attorney's fees.
2. To give reasonable, prior notice to the Department, any intention to terminate water service to the above address.
3. To assume full responsibility for all bills, rates, and other charges in connection with the furnishing of water service to the above address until such time as I/We have notified the Department of my/our intention to terminate such service.
4. To comply with the Rules and Regulations of the Department as currently in effect and as may be adopted or amended, from time to time, including such emergency rules as the Selectboard may adopt.

Signed: _____ Date: _____

Signed: _____ Date: _____

TO BE COMPLETED BY THE FAIRFAX WATER DEPARTMENT

Estimated Annual Charges for Water Service:

\$ _____

Other Estimated Costs (itemize) _____:

\$ _____

_____:

\$ _____

_____:

\$ _____

Service Connection Fee (if any):

\$ _____

Accepted by: _____ Date: _____

APPLICATION FOR WATER SERVICE
CUSTOMER AGREEMENT

I/We, the undersigned, being the occupant(s)*owner(s) of the premises at:

Address: _____ Apt # _____

Legal Description of Property: _____

Within the boundaries of the Town of Fairfax, Vermont Water System (administered by the Fairfax Water Department), hereby request water service at the above address. The water service shall be used for the following purpose(s). Check appropriate items and provide information as required.

* Deposit Required (See Page 2)

1. Residential Service _____ Single Family Unit
_____ Multi-Family Unit; _____ (Number of Units)

2. Agricultural Service _____ House
_____ Barn; Kind of Livestock _____
Number of Livestock _____
Estimated Daily Consumption _____ Gallons

3. Commercial _____ Store _____ Service Station _____ Hotel/Motel Units
Other: Describe: _____
Number of People Employed at Location _____
Services Provided _____
Estimated Daily Consumption _____ Gallons

4. Industrial _____
Average Number of People on Premises _____
Type of Operation _____
Estimated Daily Consumption _____ Gallons

5. Temporary Service _____ The estimated cost to the Department for installation and removal is \$ _____. The total estimated consumption during this temporary service is _____ gallons. Temporary service is requested from _____ to _____.

6. Fire Service _____ Sprinkler
_____ Other (Explain) _____
Maximum Flow Rate _____

7. Is there presently water service at the above location? _____ Yes _____ No

VIII

Ordinance in Effect

- A. This Ordinance as amended shall be in force and effect sixty (60) days from the date of enactment by the Selectboard for the Town of Fairfax.

Duly enacted and ordained this 16 day of November, 2009 by the Selectboard of the Town of Fairfax, County of Franklin, State of Vermont, at a duly called and duly held meeting of said Selectboard.

TOWN OF FAIRFAX
SELECTBOARD

Philip A. Lee
William J. Linn
Carol
John Mitchell
Randy J. DeLuca
JP [Signature]
Witness to Signatures

provided by 24 VSA, Chapter 129. The Town shall administer the Articles of 24 VSA, Chapter 129 as it deems in the best interest of the water system and its operation.

provision which, in the judgment of the Commissioners, establishes the higher standard of safety and health shall prevail; and that provision or Ordinance which sets the lower standard is hereby declared to be invalid to the extent that it is found to be in conflict with the provision or Ordinance which sets the higher standard and is hereby repealed.

- B. The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part of parts.

ARTICLE VII

Penalties

- A. A violation of this ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in the Franklin County Superior Court, at the election of the Commissioners.
- B. Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. A civil penalty of not more than \$100 per violation may be imposed for violation of this ordinance.
1. A municipal ticket will be issued 5 days after written notification of violation is mailed by the Commissioners if the violation has not been corrected in accordance with this Ordinance. Each day that the violation continues shall constitute a separate violation of this ordinance.
2. For purposes of enforcement in the Judicial Bureau, any designee of the Commissioners shall be the designated enforcement officer(s). Said designee(s) shall issue tickets and may be the appearing officer at any hearing.
- C. Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The Commissioners may pursue all appropriate injunctive relief. In addition, a civil penalty of not more than \$100 per violation may be imposed for violation of this ordinance. A civil action may be initiated within 30 days after written notification of violation is mailed by the Commissioners if the violation has not been corrected in accordance with this Ordinance. Each day that the violation continues shall constitute a separate violation of this Ordinance.
- In any action for damages or injunctive relief against a User in which the Town obtains judgment, the User shall pay the Town's court costs and attorney's fees, and such amount shall be added to any such judgment.
- D. In addition to any other remedies, the Town shall be empowered to disconnect water service to a User, after notice, when payment of a valid bill or charge is delinquent as

- G. The Owner is responsible for the payment of water bills and is also responsible for notifying the Utility Department at the office of the Town Clerk/Treasurer of any changes in mailing addresses. Failure to receive a bill does not relieve the Owner of the obligation for payment or for the payment of penalties.
- H. For each service, the Owner in whose name the bills are rendered shall be responsible for payment, without regard to whether that person is the ultimate User. By applying for water service, the Owner agrees to pay all bills that become due, and failing to do so, agrees to pay all costs of collection, including attorney's fees.
- I. In order to determine water usage charges, the water meters shall be read quarterly using the self-read meter cards for the first three quarters; then by Utility Department personnel or duly authorized representatives for the fourth quarter of the year. Water use charges shall be subsequently billed quarterly becoming due 45 days from the bill date or the first workday thereafter.

ARTICLE IV

Powers and Authority of Inspectors

- A. The Commissioners and other duly authorized employees of the Utility Department bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, removing or replacing meters, measurement, sampling and other testing, in accordance with the provisions of this Ordinance. Inspectors and meter readers will carry appropriate identification and will show same upon request to the Property Owner or authorized agent.

ARTICLE V

Protection from Physical Damage

- A. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the Fairfax Public Water System. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

ARTICLE VI

Conflict

- A. If any provision(s) of this Ordinance is (are) found to be in conflict with any provisions of any Zoning, Building, Safety or Health, or other Ordinance or code of the Town, or State of Vermont existing on or subsequent to the effective date of this Ordinance, that

- F. Prior to acceptance of any new water facilities into the municipal water distribution system the Utility Department shall be furnished three (3) sets of record drawings and one (1) set of reproducible record drawings. All record drawings shall be 24" x 36" in size and drawn to a 1" = 40' or 1" = 50' scale.
- G. One (1) year from the date that the new installation was placed in service it may be conveyed to the Town of Fairfax and become a part of its distribution system and by such acceptance, the Town of Fairfax shall be responsible for the maintenance of it. However, it should be clearly understood that prior to acceptance into the distribution system full responsibility for the maintenance and repair of the new main and its related appurtenances shall rest with the Owner. Such conveyance shall be in such manner as is acceptable to the Fairfax Water Commissioners.

ARTICLE III

Water Rates and Charges

- A. All charges, rates or rents of the Utility Department for or in connection with the water supply shall be determined by the Commissioners and shall be a lien upon real estate, furnished with the service for which such charges, rates or rents are imposed, in the same manner and to the same effect as taxes are a lien on real estate under Section 5061 of Title 32, VSA.
- B. No abatement of charges, rates or rents for or in any connection with water supply shall be allowed by reason of disuse or diminished use of such services or vacancy of the premises served, unless ninety (90) days advance notice of such disuse, diminished use or vacancy of premises shall have been given to the Commissioners.
- C. Every bill rendered by the Utility Department shall, unless specified therein, be paid in full by the due date. All delinquent water bills shall be collected or water service shall be discontinued in accordance with the Municipal Uniform Disconnect Act (24 VSA Chapter 129), or other remedies provided by law.
- D. In the event any water meter is removed from any premises at the request of the Owner for any reason, a reinstallation fee shall be charged. (This section is not applicable to leaking or faulty meters.) (Fee schedule is available from the Utility Department at the office of the Town Clerk.)
- E. Should any meter become inoperative between readings, upon investigation and discretion of the Commissioners, the customer shall be billed at the average amount of the preceding four (4) quarters that the meter recorded correctly.
- F. Nothing contained herein shall limit the authority of the Utility Department or the Fairfax Water Commissioners, to impose taxes or assessments upon the grand list, as provided by law.

1. The Town of Fairfax Construction Standards
2. Vermont Department of Health
3. Vermont Department of Environmental Conservation, Water Supply Division, Water Resources Section
4. Environmental Protection Agency
5. American Water Works Association (AWWA) (most recent specifications apply)
6. The Town's Engineer
7. Any other Town, State or Federal agencies having jurisdiction

- C. Any materials and equipment used will meet the most recent AWWA specifications and will be compatible with materials and equipment presently utilized in the water system, or as approved by the Commissioners.
- D. The Commissioners and Town Engineer shall review plans of all proposed water system construction to insure compliance with said standards at the expense of the property owner.
- E. All construction activities within the Town's ROW shall occur between April 1 and November 15, except as approved by the Commissioners.

ARTICLE II – IV

Water Utility Acceptance Requirements

Water mains and their related appurtenances shall be eligible for acceptance as a part of the Fairfax Utility Department Distribution System when the following criteria have been complied with.

- A. The installation and materials have been approved by the Commissioners as in compliance with established standards (See Article II – III.B).
- B. The installation has passed the necessary hydrostatic pressure and leakage tests in accordance with the latest revisions of AWWA C-6000. Copies of the pressure tests must be submitted to the Utility Department.
- C. The installation has been disinfected in accordance with the latest revision of AWWA C-601 and has been certified by a State of Vermont certified laboratory to be free of bacteriological contamination.
- D. No new main shall be placed in service until it has met the above requirements.
- E. The installation must be within an existing or proposed highway ROW, or easement granted by Owner to the Town.

provided the new use results in a lower total Unitized Average Daily Flow Quantity (as per the Vermont Water Supply Rule Table A2-1) then the current use.

ARTICLE II – II

Sprinkler Systems

- A. The Fairfax Utility Department water system is designed to provide fire protection within 500 feet of any hydrant.
- B. Application for sprinkler systems shall be subject to all provisions and specifications that the Department may require.
 - 1. The Applicant must furnish the Department with a complete set of drawings that show the location of the premises to be sprinklered and the proposed location of all valves, pipes, hydrants, tanks, sprinkler heads, and other appurtenances. These plans will remain the property of the Department. The Applicant must also furnish drawings of any later revisions to piping or appurtenances when they are made. The Applicant must also furnish estimated maximum flow requirements.
 - 2. The Department may decline to supply service, in whole or in part, to any sprinkler system if, in the determination of the Commissioners, the system would place undue demands upon any portion of the Department's water system.
- C. If a fire service is connected to the water system it shall be subject to periodic inspections by the Department. The Owners of such systems will have the Department's inspectors all reasonable assistance in making the inspection and will give all required information about the system, including but not limited to inspection and certification records. Inspections will be made with as little inconvenience to the Owner as possible.
- D. When water supplied for fire protection purposes is found to be used for other than fire protection purposes, the water will be shut off by the Department until the offenders give reasonable assurance to the Department that the offense will not be repeated.

ARTICLE II – III

Construction Standards

- A. The Town shall utilize construction standards and specifications as it deems to be in the best interest of the water system. Said standards will be administered by the Commissioners and/or authorized agent(s).
- B. The construction standards and specifications applicable to the Town of Fairfax's water system will include the standards, rules, regulations and requirements as specified by:

- V. All material, labor and locations for installation or extension of mains or services shall be approved by the Commissioners and/or the Town's Engineer. All water main extensions or alterations must be submitted to the Board on a detailed, workable, 24" x 36" print drawing to 1" = 50' or 1" = 40' scale and presented in triplicate at least thirty (30) days prior to the anticipated date construction is to commence.
- W. The Town of Fairfax and its Utility Department shall not be liable for any injury, loss or damage of whatever nature, caused or occasioned by failure to maintain a constant or uniform pressure within the water main or by a stoppage of water by frost or other causes, or insufficient supply of water, or for accident or damage of any kind caused or created out of furnishing or failing to furnish water.
- X. The Town shall not be required to provide notice of interruption. Notice of interruption may be provided as a courtesy only except as noted in "Y" below.
- Y. Users shall be notified in writing of interruption of service by "Disconnection" as provided by the provisions of this Ordinance and by the provisions of 24 VSA Chapter 129.
- Z. No person shall be entitled to damages, nor have any portion of a payment refunded for any stoppage occasioned by accident to any portion of the water system or for non-use occasioned by absence or any other reason.
- AA. The town will comply with State Regulations with regard to testing, monitoring, and reporting the water system.
- BB. All persons taking water shall keep the fixtures and building service line within their own premises in good repair and fully protected from frost and shall prevent the waste of water. The Town of Fairfax and its Utility Department shall not be liable for leakage of hydrants, pipes or fixtures upon the premises of the taker, nor for any obstructions or restrictions therein caused by frost or otherwise, nor for any damage resulting from the foregoing.
- CC. Repairs to any building service line from the curb stop to the meter and within the building shall be done at the Property Owner's expense for material, labor, and excavation, backfilling and patching.
- DD. The curb stop shall be located at the limit of Town right-of-way or the limit of the water main right-of-way. The Town shall be responsible for the maintenance of the service line connected at the main up to and including the curb stop. The Property Owner shall be liable for the maintenance of the building service line from the curb stop to meter.
- EE. A request by an Owner to change the use of an account property requires the submission of an application to the department, and the payment of any fees as designated in the "Schedule of Rates and Charges". The Commission may approve the change in use,

P. In installing a service to any premise and furnishing water, material, or labor, the Utility Department shall negotiate only with the Owner of said premises. The Owner on the other hand, desiring to use Fairfax water on his premise shall keep the Utility Department advised of the address to which bills, notices and other communications shall be delivered and Owner of the premises shall be held responsible for the same. A change of tenants or Owners will not relieve the Owner of the premises from liability for payment of delinquent bills and lien securing said obligations. All User fee bills will be billed directly to the legal owner of the property served.

Q. One water meter shall be installed at each location, building, premise, or unit. Meter fees are applicable for each installation.

R. All private distribution mains shall be metered at the point where the main leaves the Town of Fairfax easement or right-of-way. Water metered by said meter shall be billed to an individual. The Department will not be responsible for multiple billing from such a meter.

S. The Utility Department shall from time to time make an inspection of fire hydrants belonging to the Town and keep them in good repair and working condition at all times, except as shut off for repair and shall cause all defects therein to be repaired without unnecessary delay. No person shall open any hydrant or draw water from therein except:

1. The Commissioners, or persons acting under the authority or direction of the Commissioners;
2. Members of the Fairfax Fire Department or other Fire Departments and then only in connection with extinguishing fires.

T. A minimum fee shall be charged to the operator of any motor vehicle which shall cause any fire hydrant to be damaged or broken or otherwise rendered inoperative by reason of accident with said motor vehicle. In addition, said owner or operator shall be liable for costs of material, labor, and equipment required to return the hydrant to operable condition.

U. Water mains may be extended only upon an agreement in writing wherein the applicant shall agree to pay for all labor and materials necessary including valves, hydrants, tapping, service lines, and appurtenances. Also, he shall agree such extension shall be installed to American Water Works Association standards as well as Town, State and local standards.* After the water main extension has been constructed, and has passed the required pressure and bacteriological tests, then it shall be acceptable to the Fairfax Utility Department to place the extension in service.

*See Article II – II for construction standards.

- H. No person shall suffer or permit water from the water system to run to waste through any faucets or fixtures to prevent freezing, or, for any other purpose, to be kept running for any longer than necessary for non-wasteful consumption, without prior approval of the Commissioners or their authorized agent. The Commissioners shall 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.
- I. No connection will be made to the water system without first submitting a completed Application for Water Service which has been approved by the Commissioners. Forms are available at the Town Office.
- J. All fees and charges shall be paid in full before connection to the water system. All fees and charges are as stated in the Water and Sewer Rates which is available at the Town Office.
- K. Completion of the application and payment of fees shall be considered acknowledgement and agreement by the Applicant to conform to the Standards and Specifications for Construction and this Ordinance.
- L. Contractor "Construction Services" shall include the Water Connection Fee before water is turned on, and if service equipment is not then installed in the final location, the additional cost of labor and material to relocate this equipment shall be paid by the contractor.
- M. When it is desired to discontinue the use of water, written notice shall be given to the Commissioners and water charges shall continue to be collected until the water is turned off at the curb stop.
- N. All meters shall be furnished by the Utility Department and shall be installed to their specifications under the direction of the Water Superintendent. The cost of installing meters shall be borne by the Applicant/User. Any cost for repair caused by frost, hot water, malicious mischief, or any other improper usage shall be paid by the Property Owner. The Utility Department shall not furnish water through any meter over which it does not have exclusive control.
- O. All meters shall be installed with cellar stops on each side of the meter. No water meter shall be installed without a backflow preventer where it is considered by the Commissioners to be injurious to the water system. The full cost of these devices shall be the responsibility of the Owner. All routine and necessary maintenance of the water meter shall be the responsibility of the Fairfax Utility Department. Cost of replacement or repairs of cellar stops, pressure regulators, and backflow preventers shall be the responsibility of the Owner. Required periodic testing of the backflow preventers shall be at the Owner's cost.

Water District shall mean that area of the Town of Fairfax which is served by the Town of Fairfax Water System.

ARTICLE II – I

Use of Fairfax Public Water Supply

- A. This Ordinance shall constitute a part of the contract between each User and the Town. Each User of the Town system shall be bound by this Ordinance and all subsequent changes and amendments thereto. The User's application for water service shall be considered the User's consent to be bound by this Ordinance.
1. A copy of this Ordinance is available for review at the Town Office.
 2. Failure to know the Rules and Regulations of this Ordinance will not excuse the User from the consequences of neglect of this Ordinance.
- B. **Water Supply Emergencies:** The Commissioners may prescribe emergency rules governing the supply and use of water as it may deem appropriate to accommodate such emergency. Such rules shall be adopted at any duly held meeting of the Commissioners. Any required notice of such meeting shall state that the Commissioners will consider adopting emergency rules governing the supply and use of water. Such rules shall be adopted by majority vote of the Commissioners, shall be thereafter recorded in the minutes and posted in three (3) locations within the Town and shall become effective immediately upon adoption. Such rules may remain in effect for a period not to exceed ninety (90) days, unless again adopted in the manner set forth herein.
- C. All water shall be metered except as otherwise provided by this Ordinance or as approved by the Commissioners.
- D. It shall be unlawful for any person to extend, tap or in any way injure or tamper with a water main or service line. All tapping and turning of water main valves/curb stops shall be done under the direction of the Commissioners or authorized agent.
- E. It shall be unlawful for any person to remove any seal placed on any valve, meter or other appurtenance of the Utility Department, unless permission to do so has been given in writing by the Commissioners prior to the actual removal of said seal.
- F. Except with the permission of the Commissioners or its authorized agent, no person shall turn on water to any premises or shutoff the same and water shall not in any instance be turned on to any premise for use at meter rates until said meter has been suitably attached.
- G. No person shall adjust, open, close, alter or perform any operations to valves, hydrants, or to any other parts of the water system, except with the permission of the Commissioners, other than Fire Department personnel.

New Service Locations shall mean areas at a distance of more than 200 feet from distribution mains of Department, where extension of distribution mains is required to provide service, while remaining in the Town's right-of-way.

Person shall mean any individual, firm, company, association, group, or other legal entity.

Property Owner (Owner) shall mean that person(s) or User, identified as the owner of property by recorded deed.

Residential shall mean any building occupied or used as a one or more family dwelling unit.

Service Line shall mean the pipe or conduit running from the distribution main to a curb stop at the property line of the User, but also remaining in the Town right-of-way.

Subdivision shall mean the division of any part, parcel or area of land into two or more lots or parcels for the purpose of conveyance, transfer, improvements or sale, with appurtenant roads, streets, lanes, alleys and ways, dedicated or intended to be dedicated to public use, or the use of purchasers or owners of lots fronting there on, as defined in the Subdivision Regulations of the Town of Fairfax.

Tap shall mean any connection of a service line to the Main, or an extension of a distribution line which does not meet the meaning of service line above.

Town shall mean the municipality of Fairfax, County of Franklin, State of Vermont, acting by and through its Selectboard or, in appropriate cases, acting by and through its authorized representatives, agents, deputies, operators, Superintendent or Commissioners.

Unconnected Properties shall mean those properties with boundary line(s) 200 feet or less from distribution mains which do not receive water service.

Unit shall mean any building or specific portion thereof which is separately identifiable as:

- a. Residential: Self-contained housekeeping facility for one family (house, duplex, apartment, condominium).
- b. Commercial: Individual, self-contained facility or business such as store, motel, hotel, garage. For hotels and motels, each room shall equal ½ unit. A meter will be required for each building in a hotel/motel complex.
- c. Industrial: Individual self-contained facility for use in manufacturing or industry.

All unit designations shall be as determined by the Commissioners.

User (Customer) shall mean any person, firm, corporation, association or group receiving or requesting water from the Department.

The Town of Fairfax, by and through its Water Commissioners, ordains that the rules and regulations herein set forth are established as necessary and desirable for regulating the use of public and private water supplies and providing penalties thereof in the Town of Fairfax, County of Franklin, State of Vermont. Be it ordained and enacted by the Water Commissioners of Fairfax, State of Vermont, as follows:

ARTICLE I

Definitions

Unless the context specifically indicates otherwise, the meaning of the terms used in this Ordinance shall be as follows:

Building Service Line shall mean the pipe or conduit, and valves connected on one end to the curb stop. The other end terminates inside the building to provide water service and is the Users' responsibility.

Commercial shall mean any building for use as other than residential or industrial.

Commissioners shall mean the Fairfax Water Commissioners, i.e. the Fairfax Selectboard.

Curb Stop shall mean the valve which terminates the service line and to which the building service line is connected to provide water service to the User.

Department or Utility Department shall mean all of the facilities of the water system as owned by the Town of Fairfax.

Disconnection shall mean deliberate interruption by the Department of water service to the User, for reason of delinquent payment or illegal connection/theft of services.

Distribution Main ("water main" or "main") shall mean the primary supply pipe or conduit from which service connections are made to supply water to the User, installed or caused to be installed by the Utility Department for the transmission of water.

Extension or Water Main Extension shall mean any extension out of the water district of the municipal water system in accordance with the rules, regulations, standards and specifications of the Town of Fairfax.

Industrial shall mean any structure(s) used or intended for use as a business enterprise for manufacturing, processing, cleaning, laundering or assembling any product, commodity or article.

Fire Services shall mean water service provided to User for fire protection systems or equipment installed on the property of the User.

May is permission. Shall is mandatory.

TOWN OF FAIRFAX
WATER USE ORDINANCE

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