

## **Article I: ORDINANCE IN FORCE**

### **Section 1.10:**

This Ordinance shall become effective sixty (60) days after its adoption by the North Branch Fire District #1, Prudential Committee. If a permissive referendum is filed, under 24 V.S.A., Section 1973, that statute shall govern the effective date.

S.216 Pursuant to 24 V.S.A. Section 1971(b), this Ordinance is designated a "civil" Ordinance and will be heard in Traffic and Municipal Court.

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

### **Section 1.20:**

Passed and adopted at a regular meeting of the Prudential Committee of the North Branch Fire District No. 1, Windham County, and State of Vermont on the 11<sup>th</sup>. day of June two thousand twenty.

North Branch Fire District #1, Prudential Committee:

Cynthia C. Frere, Chairman: Cynthia C. Frere  
Thomas M. Ferrazza, Vice Chairman: Thomas M. Ferrazza  
Daniel A. Facilla, Committee Member: Daniel A. Facilla  
Edward G. Barber, Committee Member: Edward G. Barber

AN ORDINANCE REGULATING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS AND THE DISCHARGE OF WATER AND WASTES INTO THE PUBLIC SEWER SYSTEM: AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF: IN THE NORTH BRANCH FIRE DISTRICT NO. 1, COUNTY OF WINDHAM, STATE OF VERMONT.

BE IT ORDAINED AND ENACTED BY THE PRUDENTIAL COMMITTEE OF THE NORTH BRANCH FIRE DISTRICT #1, STATE OF VERMONT AS FOLLOWS:

## ARTICLE II: DEFINITIONS

### Section 2.01: Application for Gallonage

Shall mean the written request to the District's Prudential Committee by a consumer to connect a project to the public sewer, accompanied by the simultaneous payment of appropriate fees and charges provided herein.

#### 1. Section 2.02: Bedroom – means:

- (A) any room in a residential structure that is susceptible to present or future use as a private sleeping area, and that has at least:
  - (i) one window;
  - (ii) one closet; and
  - (iii) one interior method of entry and exit, excluding closets and bathrooms, allowing the room to be closed off from the remainder of the residence for privacy; or
- (B) any room within a building or structure that actually serves primarily as sleeping quarters.
- (C) On a case by case basis, the North Branch Fire District #1 may determine that a room not meeting the criteria of subsection (8)(A) of this section shall be deemed to be a bedroom after consideration of the following criteria:
  - (i) whether the room has a history of use as a bedroom;
  - (ii) whether the size of the room is similar to other bedrooms in the residential structure or is consistent with room sizes customarily used for bedrooms;
  - (iii) whether the room is located within the residential dwelling in an area customarily used for sleeping;
  - (iv) whether the room is in fairly close proximity to bathroom facilities;
  - (v) whether the room affords a level of privacy customarily expected for a bedroom;
  - (vi) whether the room has been, or could be, marketed as a bedroom; and
  - (vii) whether there are any other factors which could support a determination that the room is not a bedroom.
- (D) A bedroom shall be used for two sleeping spaces which shall be defined as a bed or other sleeping device used or needed to sleep one adult. For illustrative purposes only, a “single” bed is one sleeping space while a “queen size” bed is two sleeping spaces.
- (E) At a minimum, a bedroom is a two (2) person sleeping space, a den is a one (1) person sleeping space, a loft is a one (1) person sleeping space, a pull-out sofa is a two (2) person sleeping space and a futon is a one, or two (2) person sleeping space. Any sleeping spaces over and above what

is described in this paragraph will be considered additional sleeping spaces. Final sleeping space count is determined by an actual inspection of the North Branch Fire District #1.

- (F) At the time of a property transfer, or refinance closing, a new owner will sign a new sleeping space affidavit stating that at the time of transfer he/she agrees with the number of bedrooms and sleeping spaces.

Note: In determining the number of bedrooms contained in any residence, it shall be presumed that all residences contain a living room, kitchen, bathroom and at least two bedrooms if said residence is a single family dwelling, or a two family dwelling (duplex) on a lot with no other buildings or structures and with no campground. This rule of at least two bedrooms does not apply for any building that meets the definition of commercial, to include but not limited to townhouses, apartments, or condominiums residing on common land. The North Branch Fire District #1 reserves at all reasonable times the right to inspect a property located in the District to determine its compliance with these regulations and to levy fees for unpaid bedrooms/sleeping spaces and any other fees it is authorized by law to assess.

### **Section 2.03: Application**

Shall be the form filed with NBFD #1 by the consumer, or his/her representative, in order to go to contract to connect to the municipal system. If said applicant does not have all the necessary permits at the time of application to go to contract, they shall be issued a capacity connection letter from the District. This letter shall state whether the District has sufficient capacity for said project and shall be used by the applicant to obtain all required permits needed, prior to entering into a contract to purchase the required gallonage necessary for the project. The cost of said application will be determined by the prudential committee and may change from time to time. As provided in Section 8.07(C)(20), unless extended as provided herein, the application is valid for 180 days from the date of its receipt, during which period the applicant shall obtain all state, federal and local permits for the project or development for which capacity is sought. Upon applicant's failure to furnish proof of such permits prior to the expiration of 180 days from the date the application is received, the application shall be deemed withdrawn, the application fee refunded, and written notice of application withdrawal furnished to all cognizant regulatory agencies. Notwithstanding the foregoing, an application may be extended for an additional 180 days upon request of the applicant and the payment of a non-refundable application extension fee.

### **Section 2.04: Board**

Shall mean the Prudential Committee, as elected by the voters of the Fire District. (**See: Prudential Committee**)

### **Section 2.05: BOD (Biochemical Oxygen Demand)**

Shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Celsius, expressed in milligrams per liter (mg/L).

### **Section 2.06: Boundary Lines**

As described in the Dover Town Records, Volume 8, page 32, dated March 30, 1972: "All land comprising the Deerfield River watershed which lies in the Town of Dover."

**Section 2.07: Building Drain**

Shall mean that part of the lowest horizontal piping of a drainage system, beginning five (5) feet (1.5 meters) outside the inner face of the building wall that receives the discharge of waste from other drainage pipes inside the walls of the building and conveys it to the building sewer.

**Section 2.08: Building Sewer**

The building sewer is that part of the drainage system extending from a building drain to a public sewer, private sewer, septic tank system, or other treatment system. A sewer serving one building will be considered a building sewer. All other sewers will be considered a collection sewer.

**Section 2.09 Collection Sewer/System**

A sewer collection system is that system of sewers that transport wastewater from building sewers to the wastewater treatment/disposal system.

**Section 2.10: Combined Sewer**

Shall mean a sewer receiving both surface runoff and sewage.

**Section 2.11: Commercial**

Any construction larger than a two family dwelling (duplex), that resides on common land, or that does not meet the definition of residential, shall be consider commercial.

**Section 2.12: Construction**

Shall mean any excavation for the purpose of buildings and structures, including but not limited to any sewer lines, manholes, additions, improvements to, and/or enlargements of existing buildings, or upon the start of construction or installation of building footings or foundations or accessory structures directly and indirectly connected to the public sewer.

**Section 2.13: Consumer**

Shall mean any person, corporation, or association, as owner, occupant, or tenant, in any premises that are or will be supplied with sewage service by the Fire District.

**Section 2.14: Contract**

Shall mean the declaration and agreement, entered into between the consumer and the District by which gallonage is actually purchased.

**Section 2.15: District**

Shall mean North Branch Fire District No. 1.

**Section 2.16: Gallonage**

Shall mean the total number of gallons of water per day to be consumed by a completed project as may be determined by the District.

**Section 2.17: Garbage**

Shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and/or from the handling, storage and sale of produce.

**Section 2.18: Holding fee**

The non-refundable monetary fee assessed by the District to extend a contract.

**Section 2.19: Hookup charge**

The monetary fee calculated by the District and paid by a consumer when entering into a contract to purchase the required gallonage for a project. A consumer must pay the hookup charge and enter into a contract in order to reserve gallonage capacity for a project.

**Section 2.20: Industrial Wastes**

Shall mean the liquid or solid wastes from industrial manufacturing process, trade, or business, distinct from sanitary sewage or as permitted in Operating Permit #ID-90074.

**Section 2.21: Interim Appointment**

In the event a prudential committee member for whatever reason cannot complete his or her term, a replacement will be chosen by the review board (section 2.38) to finish out that committee members term.

**Section 2.22: Loft**

Shall mean an upper room or story in a building directly under the roof and covers only a few rooms, leaving one or more sides open to the lower floor.

**Section 2.23: Meter**

A device designed to measure and record the amount of water consumed.

**Section 2.24: Natural Outlet**

Shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

**Section 2.25: Person**

Shall mean the individual, firm, company, association, society, corporation, or group.

**Section 2.26: pH**

Shall mean a standard measure of the acidity or alkalinity of a solution, numerically equal to seven (7) for neutral solutions, increasing with increasing alkalinity and decreasing with increasing acidity.

**Section 2.27: Phased**

Shall mean the division of a total project into smaller segments with the intent to complete one segment before the commencement of another.

**Section 2.28: Planned Residential Development**

An area of land to be developed as a single entity for two (2) or more dwelling units and served by one or more sewer pipelines connected to the public sewer.

**Section 2.29: Planned Unit Development**

An area of land, controlled by a land owner, to be developed as a single entity for two (2) or more dwelling units, and/or mixed commercial or industrial uses, if any; the plan for which does not correspond in lot size, bulk or type of dwelling, commercial or industrial use,

density, lot coverage and required open space to the regulations established, from time to time, under the provisions of a municipal zoning ordinance adopted under the authority of Chapter 117.

**Section 2.30 Priority List**

A list of applicants, in chronological order, reserving the priority of projects as recorded in the Dover Land Records, only when hookup capacity is not available at the time of said application. See section 8.07 (C) (16)

**Section 2.31: Project**

Shall mean the commercial, industrial or residential development and/or improvement on a consumer's land intended to be directly or indirectly connected to the public sewer, or that development or improvement on a consumer's land that is already connected to and serviced by the public sewer.

**Section 2.32: Properly Shredded Garbage**

Shall mean the waste from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

**Section 2.33: Prudential Committee**

Shall mean the executive branch and governing body of the Fire District. The Board consisting of the elected Prudential Committee also constitutes the Fire Districts Board of Sewer Commissioners under 24 VSA 3614. ( **See: Board**)

**Section 2.34: Public Sewer**

Shall mean a sewer in which all owners of abutting properties have equal rights, and which is controlled by public authority.

**Section 2.35: Reserved and Allocated:**

These terms shall be deemed to be synonymous and shall mean that portion of the uncommitted capacity of the North Branch Fire District #1 sewage treatment plant that is set aside by a consumer entering into a contract and purchasing said gallonage for a project.

**Section 2.36: Reserve List / Commitments List**

A list of contracts reserving gallonage for projects as recorded in the Dover Land Records.

**Section 2.37: Residential**

Shall mean a single family dwelling, or a two family dwelling (duplex) on a lot with no other buildings or structures and with no campground.

**Section 2.38: Review Board**

The Review Board shall consist of the Prudential Committee and three additional members chosen by the Prudential Committee from residents of the District. This Board shall be the final step toward the resolution of any dispute not able to be resolved solely by the Prudential Committee, and will make its decisions based solely on the Ordinance and the rule of law.

**Section 2.39: Sanitary Sewer**

Shall mean a collection system that carries sewage and to which storm, surface and ground water are not intentionally admitted.

**Section 2.40: Secretary**

Shall mean the Secretary of the Agency of Natural Resources, State of Vermont, or his/her representatives.

**Section 2.41: Sewage**

Shall mean the combined water-carried wastes from residences, business buildings, institutions and industrial establishments.

**Section 2.42: Sewage Treatment Plant**

Shall mean any arrangement of devices and structures used for treating sewage.

**Section 2.43: Sewage Works**

Shall mean all facilities for collecting, pumping, treating and disposing of sewage.

**Section 2.44: Sewer**

Shall mean a pipe or conduit for carrying sewage.

**Section 2.45: Shall**

“Shall is mandatory. “May” is permissive.

**Section 2.46: Slug**

Shall mean any discharge of water, sewage or industrial waste that, in concentration of constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration for constituent or quantity of flow.

**Section 2.47: Storm Drain or Storm Sewer**

Shall mean a sewer that carries storm and surface waters and drainage, including unpolluted cooling water but excluding sewage and industrial waste.

**Section 2.48: Subdivision**

Shall mean the division of a parcel or parcels of land into separate lots, each intended for future residential, commercial, or industrial uses and to be connected to the public sewer pipelines.

**Section 2.49: Suspended Solids**

Shall mean solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.

**Section 2.50: Watercourse**

Shall mean a channel in which a natural flow of water occurs, either continuously or intermittently.

### **Article III: BUILDING SEWERS AND CONNECTIONS**

#### **Section 3.01:**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer, manhole, or appurtenances thereof without first obtaining a written permit from the Board. Any persons proposing a new discharge into the system or a substantial change in the volume or character of pollutants discharged into the system shall notify the Board at least forty-five (45) days prior to the proposed change connection.

#### **Section 3.02:**

Where manholes maybe located, no person shall construct a driveway, widen or lengthen any roadway, or raise the level of either a driveway or roadway, without first obtaining a written permit from the Board. The Board shall not approve said permit without being shown proof that said project is Dig Safe compliant. Private landowners, as well as the Town of Dover, will notify the District at least sixty (60) days prior to paving in an area where manholes maybe located.

#### **Section 3.03:**

The owner or his/her agent shall make application on a special form furnished by the District. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Board. Any applicable application fee or permit fee as periodically set by the Board shall be paid to the District at the time the application is filed.

#### **Section 3.04:**

All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. Application maybe made and paid by a leaseholder. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. Gallonage may not be transferred from one property or lot to another.

#### **Section 3.05:**

A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway. In such cases, the building sewer from the front building may be extended to the rear-building sewer.

#### **Section 3.06:**

Pre-existing building sewers may be used in connection with new building sewers only when they are found, on examination and tested by a VT Licensed Engineer and the Board or its representative, to meet all requirements of this Ordinance.

#### **Section 3.07:**

The size, slope, alignment, construction materials of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the requirements of the District. In the absence of code provisions or in



amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. (American Society Testing Materials), W.E.F. (Water Environmental Federation), Manual of Practice No. 9 and the current State of Vermont Environmental Protection Rules (E.P.R.), as may be amended from time to time, shall apply.

**Section 3.08:**

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by a means approved by the District and discharged to the building sewer.

**Section 3.09:**

No person *shall* make a connection of roof downspouts, exterior foundation drains, areaway drains, cellar drains, swimming pool drains or other sources of surface runoff or ground water to a building sewer or building drain.

**Section 3.10:**

The connection of the building sewer into the public sewer shall conform to the requirements of any building and plumbing code or other applicable rules and regulations which are made a part hereof, and to the procedures set forth in appropriate specifications of the A.S.T.M., W.E.F. Manual Practice No. 9 and the E.P.R. All such connections shall be made gas-tight and watertight. Before installation, the Board or its representative must approve any deviation from the proscribed procedures and materials.

**Section 3.11:**

The applicant for the building sewer permit shall notify the Board or its representative one hundred twenty (120) hours in advance of when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of a VT Licensed Engineer and a representative or agent of the Board.

**Section 3.12:**

All excavations for building sewer installation shall be adequately guarded with barriers and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Board or its representative.

**Section 3.13:**

The owner of any house, building, or property used for human occupancy, employment, recreation or other purpose, situated within the District and abutting on any street, alley or right-of-way on which there is now located or may in the future be located a public sanitary sewer of the District, is hereby required at his/her expense to install suitable toilet facilities therein and to connect such facilities to the proper public sewer, provided that said sewer is within two hundred fifty (250) feet of the structure to be served. If undue hardship would result, the property owner should request, in writing, a deferral of this requirement. See Article IX, Section 9.03.

**Section 3.14:**

Privies, cesspools, open sewer outlets, and other hazardous and noxious methods of waste disposal shall not be permitted to exist where a public sewer system is available for service.

**Section 3.15:**

The District reserves the right to repair the building sewer and/or collection system lines and charge the owner for expenses incurred *if* the owner does not make the repairs in the time limit, as set forth in a written notice of violation.

**Article IV: USE OF THE PUBLIC SEWERS****Section 4.01:**

No person shall discharge or cause to be discharged any storm water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process water to any sanitary sewer. If the drainage or discharge from any establishment causes a deposit, obstruction, or damage to any of the North Branch Fire District's wastewater facilities, the District shall cause the deposit or obstruction to be promptly removed and all damage to be promptly repaired. The cost for such work, including materials, labor and supervision, shall be borne by the person causing such deposit, obstruction, or damage.

**Section 4.02:**

Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Board and the State. Industrial cooling water or unpolluted process water may be discharged, on written approval of the Board and the State, to a storm sewer, combined sewer, or natural outlet.

**Section 4.03:**

No person shall discharge or cause to be discharged any of the following described waters or wastes to public sewers:

(A). Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas, unless it shall first flow through an approved gas or oil separator, installation of which shall be approved by the Board and the State.

(B). Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantities, either singly or by interaction with other wastes, which may injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment facility.

(C). Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, ungrounded garbage, whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers etc., either whole or ground by garbage grinders.

(D). Wastes that create a fire or explosion hazard in the sewers or wastewater facility, waste products that will impair the hydraulic capacity or structural integrity of the sewer system, and wastes that, in any quantity, create a hazard to people, the sewer system, the treatment process, the receiving esters, or sludge disposal.

**Section 4.04:**

No person shall discharge or cause to be discharged the following substances, materials, waters or wastes if it appears likely, in the opinion of the Board, or its representative, that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming this opinion as to the acceptability of these wastes, the Board will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors.

The substances prohibited are:

(A). Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees F. or sixty-five (65) degrees C.

(B). Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l, or containing substances which may solidify or become viscous at temperatures between thirty-two (32) degrees and one hundred fifty (150) degrees F and zero (0) and sixty-five (65) degrees C. Any commercial food preparation facility that includes any food preparation equipment, i.e. microwaves, mixers, ovens, and/or slicers, for serving food on the premises or take-out shall install a grease trap in accordance with the most recent Building Officials Code Administrators (BOCA) plumbing regulations.

(C). Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipment with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the District.

(D). Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

(E). Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement to such a degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Board for such materials.

(F). Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Board as necessary, after treatment of the composite sewage to meet the requirements of the State, Federal, or other public agencies or jurisdiction for such discharge to the receiving waters.

(G). Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established by the Board, in compliance with applicable State and Federal regulations.

(H). Any waters or wastes having a pH under five point zero (5.0) or in excess of eight point five (8.5)

(I). Materials which exert or cause:

1. Unusual concentrations of inert suspended solids (such as, but not limited to, fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works, or cause the effluent limitations of the discharge permit to be exceeded.
4. Unusual volume of flow or concentration of wastes constituting “slugs” as defined herein.

(J). Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(K). The District or its personnel must check swimming pool water for pH levels and chlorine content forty-eight (48) hours before discharging into the Municipal sewer system. The District will set the discharge rate and may require adjustment based upon the pH level and chlorine content.

**Section 4.05:**

If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 4.04 or this Article to the extent that, in the judgment of the Board or its authorized representative, they may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Board may:

- A. Reject the wastes.
- B. Require pretreatment to and acceptable condition for discharge, and/or
- C. Require control over the quantities and rates of discharge, and/or
- D. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Section 4.11 of this article.

If the Board permits the pretreatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the Board, and subject to the requirements of all applicable codes, ordinances, laws and the Municipal discharge permits. Further, such pretreatment installations must be consistent with the requirements of any State and/or Federal pretreatment permit issued to the industry.

**Section 4.06:**

Grease, oil and sand interceptors shall be provided when, in the opinion of the Board, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients, except that such

interceptors shall not be required for private living quarters or dwellings units. All interceptors shall be of a type and capacity approved by the Board and shall be located as to be readily and easily accessible for routine cleaning by the owner and inspections by the District.

**Section 4.07:**

Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, the owner, at his/her expense shall maintain them continuously in satisfactory and effective operation.

**Section 4.08:**

When required by the Board, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole, together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with the plans approved by the Board. The manhole shall be accessible at all times. All industries discharging into a public sewer shall perform such monitoring of their discharges as the Board may reasonably require, including installation, use and maintenance of monitoring equipment, keeping records and reporting the results of such monitoring to the Board. Where industrial pretreatment permits are issued by the State of Vermont, monitoring records must also be submitted to the Secretary of the Agency of Natural Resources in accordance with such permit. Records of any other monitoring will be supplied by the Board to the Secretary of the Agency of Natural Resources on request.

**Section 4.09:**

All measurements, tests, analyses of the characteristics of waters and wastes to which reference is made in the Ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, as approved by the State of Vermont, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effects of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether a twenty-four (24) hour composite of all out falls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas pH is determined from periodic grab samples.

**Section 4.10:**

Any entity held in violation of the provisions of this Ordinance may have its disposal authorization terminated.

**Section 4.11:**

No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to

payment, by the industrial concern, provided that such agreements do not contravene any requirements of existing Federal, State, or local laws and are compatible with any user charge and industrial cost recovery system in effect.

**Section 4.12:**

The Board may provide for and establish appropriate rates for disposal of septic tank pumping and for disposal of liquid wastes, as provided for in the Regulations of the North Branch Fire District #1, relating to permissible means of Individual Subsurface Sewage Disposal systems as adopted on May 26, 1972 and any other amendments thereto.

**Section 4.13:** Each consumer shall provide a capped clean-out as close as practical to the outside of the building wall, accessible and at least eighteen inches (18”) above the surface of the ground, for each building sewer.

**Article V: PROTECTION FROM DAMAGE**

**Section 5.01:**

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment that is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of unlawful mischief as set forth in Title 13, Section 3701 of the Vermont Statutes Annotated.

**Article VI: POWERS AND AUTHORITY OF INSPECTORS**

**Section 6.01:**

The Board and other duly authorized employees of the District, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Ordinance. The Board or its representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for treatment.

**Section 6.02:**

While performing the necessary work on private properties, referred to in Article VI, Section 6.01 above, the Board or duly authorized employees of the District shall observe all safety rules applicable to the premises established by the company. The company shall be held harmless for injury or death to the District employees, and the District shall; indemnify the company against loss or damage to its property by District employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Article IV, Section 4.08.

**Section 6.03:**

The Board or other duly authorized employees of the District, bearing proper credentials and identification, shall be permitted to enter all private properties through which the District

holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, and repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

## **Article VII: PENALTIES**

### **Section 7.01:**

Any person found to be violating any provision of this Ordinance, except Article V, Section 501, shall be given written notice stating the nature of the violation and provided a reasonable time limit for the satisfactory correction thereof. A violation of this Ordinance shall be a civil matter enforced in accordance with the provisions of 24 V.S.A., Section 1974a and Section 1977 et seq. A civil penalty of not more than eight hundred dollars (\$800.00) may be imposed for a violation of this civil Ordinance, and the waiver fee shall be set at one hundred dollars (\$100.00) for the first offense, two hundred dollars (\$200.00) for all subsequent offenses within six-month period. Each date that the violation continues will constitute a separate violation of this Ordinance.

### **Section 7.02:**

Any person violating any provisions of this Ordinance shall become liable to the District for any expense, loss, or damage occasioned the District by reason of such offense.

### **Section 7.03:**

Notwithstanding any of the forgoing provisions, the Board may institute any appropriate action, injunction, or other proceedings and/or actions, to prevent, restrain or abate violation hereof, pursuant to 24 V.S.A. Section 1974a(b).

## **Article VIII: RATES, METERS AND PAYMENT**

### **Section 8.01:**

All property owners within the District may be taxed upon the ratable estate of the District in the form of a general sewer benefit assessment for the payment of capital expenditures and/or bonded indebtedness. Tax and sewer benefit assessment rates will be established by the Board from time to time and will be based on assessed grand list property valuation.

### **Section 8.02:**

All costs of operation and routine maintenance of the sewer treatment system shall be borne by the users only. A sewage disposal charge shall be assessed against each consumer connected to the sewer system, and such charge shall be used solely for the payment of operation and maintenance expense as well as an allocation to the Capital Reserve. The sewer disposal charge shall be computed by metered consumption of water in a manner that assures that the distribution of the cost of operation and maintenance of the treatment works shall be in proportion to such user's contribution to the total wastewater loading of the treatment works. Factors such as strength, volume and delivery flow rate characteristics shall be considered and included as the basis for the user's contribution to ensure a proportional distribution of operation and maintenance costs to each user. The District shall utilize a financial management system for accounting of revenue and expenses for operation and

maintenance. These revenues and expenses shall be kept on cash basis and shall be audited annually by an independent certified public accountant.

**Section 8.03:**

All taxes, assessments, and sewer disposal charges shall be billed semiannually on the first day of May and the first day of November. Payments are to be made to the North Branch Fire District on or before June 15 and December 15, respectively, of each year, after which date such payments shall be considered delinquent. When these dates fall on a non-business day (Saturday, Sunday, Holiday), payments postmarked, or made in person, on the next regular business day of the North Branch Fire District #1, shall be deemed as being timely. Sewage disposal charges and all other fees, charges and costs levied and imposed under this Ordinance shall be a lien upon real estate connected to the District's public sewer system to the same effect as taxes are a lien upon real estate (24 VSA 3612(a)). Taxes levied by the District for the support of its sewage treatment or disposal plant, as defined in 24 VSA 3601(3), as well as any benefit assessment levied under 24 VSA 3615(4) or 3251-3256, constitute a lien upon real estate located within the District, regardless of whether such real estate is connected to or served by the District's public sewer system.

**Section 8.04:**

All bills remaining unpaid, after the due date, shall be assessed an eight percent (8%) penalty charge, 32 V.S.A. § 1674, plus one percent (1%) interest per month for the first three (3) months and one and one half percent (1 ½%) interest per month thereafter. 32 V.S.A. §4873, §5136 and such unpaid bills together with penalty and interest shall be a lien upon the real estate being served.

**Section 8.05:**

All taxes, meters, hookup fees, and sewer disposal charges shall be billed to the owner of the property, or his/her legal agent under Chapter 101, Title 24 V.S.A. §3615, §3612(a)(b) and (d).

**Section 8.06:**

The Board may suspend sewage disposal service to any property or consumer whose taxes and/or sewer disposal charges remain delinquent after ninety (90) days from the due date. Disconnection shall be made in accordance with the state's Uniform Water and Sewer Disconnect enactment (24 VSA 5141-5151. Service will be reinstated when all conditions in such cases have been complied with, including payments of the amount overdue and costs of reinstatements, if any. The Town of Dover Health Officer and the Vermont Health Department will receive notice from the Board of the suspended service.

**Section 8.07:** The District shall not issue a permit for any class of connection to the wastewater sewers or wastewater treatment facilities unless there is sufficient capacity not legally committed to other users. The District may permit such a connection if there are legally binding commitments to provide the needed capacity. Consumers intending to connect to the public sewer shall submit an application to obtain a capacity connection letter. No projects contract will be accepted without attached approved copies of any permits deemed necessary by the VT Agency of Natural Resources, to include but not limited to State Wastewater and Act 250, and any other applicable State, Federal, or local permits as required. If said project is exempt from needing a wastewater permit or any other permit, then written communication from the ANR or other applicable department or agency stating



such, must be attached to the application. [Also see Section 8.07(C)(10)] The Committee may deny a request for gallonage if there are taxes or other District-related fees in arrears. These hookup charges shall be used for capital improvements or future expansion.

- A. Total gallonage reserved, for any project, will be calculated by the District, using the Agency of Natural Resources Engineering Design Criteria, including inflow and infiltration, and shall match all State and local permits. For the purpose of calculating reserve gallonage, the District *does* recognize all reductions on design flows if approved by the ANR.
- B. The hookup charge shall be calculated at a rate per gallon that the Board shall set. This rate shall be reevaluated every two years and may not be altered by any present or subsequent board within that two year period effective August 24<sup>th</sup> 2017. After the rate is set, all hookups and sleeping spaces found during inspection must be charged at the current rate.
- C. The hookup charge shall be calculated at a rate per gallon by the District, using the Agency of Natural Resources Engineering Design Criteria, including inflow and infiltration, with the exception of bedrooms which shall be calculated at 120 gallons each. For the purpose of calculating hookup rates, the District *does not* recognize metered flow calculations, low flow fixture reductions, or design flow reduction calculations due to the connection to a wastewater system.

The hookup charge for residential projects shall be paid as follows:

- (1) If capacity exists at the time of application, then, on or before one hundred eighty (180) days from the date of said application, the consumer shall enter into a contract with the District for a term of one (1) year from the date the Prudential Committee approves and signs the contract. One hundred percent (100%) of the total hookup charges are due upon signing of said contract. If capacity is not available at the time of said application, then, on or before thirty (30) days from the date of written acceptance of the availability of gallonage as outlined in Article VIII, Section 8.07 (C) (17), the consumer shall enter into a contract.
- (2) On or before the deadline stated in Article VIII, Section 8.07(C) (1), a consumer may extend said contract for an additional one (1) year term by depositing a 1% holding fee based upon the total unused gallons from the hookup charge.
- (3) On or before the deadline stated in Article VIII, Section 8.07(C) (2), a consumer may extend said contract for an additional one (1) year term by depositing a 1% holding fee based upon the total unused gallons from the hookup charge.

- (4) On or before the deadline stated in Article VIII, Section 8.07(C) (3), a consumer may extend said contract for an additional one (1) year term by depositing a 2% holding fee based upon the total unused gallons from the hookup charge.
- (5) On or before the deadline stated in Article VIII, Section 8.07(C) (4), a consumer has two options. These two options are applicable to this and all future extensions. Either:
  - (a) Stop all construction and forfeit the unused gallonage per Section 8.07(C)(13)(a). Or,
  - (b) Extend said contract for an additional one (1) year term by depositing a 3% holding fee based upon the total unused gallons from the hookup charge. Prior to this extension being accepted, this extension's hookup charges will be recalculated based upon any unused gallons at the current hookup charge rate.

The hookup charge for commercial and industrial projects shall be paid as follows:

- (6) If capacity exists at the time of application, then, on or before one hundred eighty (180) days from the date of said application, the consumer shall enter into a contract with the District for a term of two (2) years from the date the Prudential Committee approves and signs the contract. One hundred percent (100%) of the total hookup charges are due upon signing of said contract. If capacity is not available at the time of said application, then, on or before thirty (30) days from the date of written acceptance of the availability of gallonage as outlined in Article VIII, Section 8.07 (C)(17), the consumer shall enter into a contract.
- (7) On or before the deadline stated in Article VIII, Section 8.08(C)(6), a consumer may extend said contract for an additional one (1) year term by depositing a 2% holding fee based upon the total unused gallons from the hookup charge.
- (8) On or before the deadline stated in Article VIII, Section 8.08(C)(7), a consumer may extend said contract for an additional one (1) year term by depositing a 2% holding fee based upon the total unused gallons from the hookup charge.
- (9) On or before the deadline stated in Article VIII, Section 8.07(C)(8), a consumer has two options. These two options are applicable to this and all future extensions. Either:
  - (a) Stop all construction and forfeit the unused gallonage per Section 8.07(C)(13)(a). Or,
  - (b) Extend said contract for an additional one (1) year term by depositing a 3% holding fee based upon the total unused gallons from the hookup charge. Prior to this extension being accepted, this extension's hookup charge will be recalculated based upon any unused gallons at the current hookup charge rate.

- (10) If Federal, State and/or local permit or permits are required for any project for which payment in Article VIII, Section 8.07(C) (1) and/or Article VIII, Section 8.07(C) (6) has been made, including but not limited to State Land Use Act 250 permit, ANR, WW Permit, Zoning Permit, or a Certificate of Compliance from a State Department or Agency, then they shall be filed with the District prior to contract, within ninety (90) days of the receipt of the permit or permits. If such permit or permits are denied, the application for gallonage, will be deemed null and void any payment made shall be returned without interest, minus all nonrefundable deposits or fees. If applicable, said project will also be removed from Priority List.
- (11) For the purposes of this Article, the consumer shall be deemed to have abandoned a project if he fails to accomplish any one of the following items:
- (a) Applicant fails to enter into a contract within thirty (30) days of his written acceptance of available gallonage as required in Article VIII, Section 8.07 (C)(1) or Article VIII, Section 8.07 (C)(6).
  - (b) Applicant fails to make payment as required in Article VIII, Section 8.07(C) (1), 8.07 (C) (2), 8.07 (C) (3), 8.07 (C) (4) 8.07(C) (5), 8.07 (C) (6), 8.07 (C) (7), 8.07 (C) (8) or 8.07 (C) (9)
  - (c) Applicant fails to receive, or is denied, any of the required permit or permits as stated above.
  - (d) Is on the Priority List and has refused the gallons to hookup offered to them.
  - (e) If a structure for which a public sewer connection has been has been granted, or any part thereof, is removed or demolished and if, within three years from the date of such physical change, the structure is not rebuilt to accommodate its former capacity usage, then upon thirty (30) days advance written notice to the property owner, capacity attributable to the unused portion of the structure shall revert to NBFD. The owner of property for which gallonage reverts to NBFD under this Subsection 8.07(c)(11)(e) shall be entitled to a refund calculated on the basis of the connection fee charged and collected coincident with the original allocation of gallonage.
- (12) Any project's contract that is deemed abandoned or null and void by the District or withdrawn by the applicant shall wait a period of no less than three (3) years from date of said determination before reapplying for another contract in order to be classified as a new project. A new project will be subject to payments as required in Article VIII, Section 8.07 (C)(1) or Article VIII, Section 8.07 (C)(6). Any application that is made is made *within* said three (3) year period, will be considered a contract extension of said previous project and payments shall be made as required in Article VIII, Section 8.07(C) (2), 8.07 (C) (3), 8.07 (C) (4) 8.07(C) (5), 8.07 (C) (7), 8.07 (C) (8), or 8.07 (C) (9) .

(13) Projects may be phased by agreement between the District and the consumer, by the unilateral request by the consumer, or when required by the District because of low flow or insufficient plant capacity. If a contract is made under phase, any allocation of gallonage, shall be only for such phase. The District shall not thereby, be deemed to have bound or committed itself, implied or otherwise, to enter into contracts for additional phases, or to provide gallonage therefore, nor shall the consumer be deemed bound or committed to construct future phases. Such contract shall be binding only for the project described as if no other phases were intended; the hookup charge shall be computed only for such phase.

(a) If a consumer, gives up or ceases to continue and abandons any project under contract, or part thereof, whether phased or unphased, after the commencement of construction, the balance of gallonage remaining on the reserve list allocated to this project shall be withdrawn and returned to the plant's uncommitted capacity. Any hookup fee paid for uncompleted construction shall be returned to the applicant minus all nonrefundable deposits. For the purpose of this Article, a consumer shall be deemed to have abandoned a project if he fails to meet any term or condition of the contract or this ordinance. When a contract is due to expire, and the applicant requests an extension of time, an extension may, at the sole discretion of the Board, be granted. If any portion of the living units or the square footage of a commercial space listed in said contract, or, phases has been constructed, Hookup fees paid for gallonage will not be returned to the consumer until the form entitled "Voluntary Request for Permit Revocation" has been signed and an inspection performed by the District.

(14) Gallonage for any project whether new construction or the expansion of existing structures, is reserved by contract between the developer, owner and the District. Contracts for other projects may also be made when requested by the developer/owner or when required or requested by the District. The District will collect legal fees, as set by the Board each year, for the preparation and negotiations of all contracts, whether new or extended, to be completed or reviewed by the District or its Attorney. Payments of such legal fees are to be collected at the time the applicant enters into such contract with the District. Among other terms, provisions, and covenants, such contracts shall also provide the following:

- (a) The exact name, names, or title of the recorded owner of the property affected.
- (b) An adequate description of the land upon which the project will be situated, as described in an attached deed.
- (c) A description, in adequate detail of the project intended, including but not limited to, the number of bedrooms contained therein. A copy of the floor plans or a blueprint will be required as an attachment to the project description.

- (d) The courses and distances of all proposed sewer pipelines and force mains, whether located on the property of the consumer or elsewhere, the position of all new manholes and pumping stations if any, the number of units or the number and description of lots to be serviced, the gallonage to be reserved for the project, the officially designated identifying number and location of existing municipal manholes to which new pipelines will be connected, and the numbering of all new manholes. Each new manhole shall be numbered in consecutive order from the appropriate municipal manhole, such numbers to include, as prefix, the official number of said municipal manhole, followed by a hyphen and another number, starting with the figure "1", such as, "Manhole 52-1, 52-2, 52-3 etc."
- (e) If written request is made to and approved by the District, the consumer shall give, grant and convey to the District, as Municipal property, all new eight inch (8") gravity fed pipelines and the manholes in such lines. Pipes of less than eight inches (8") in diameter, forced mains and pumping stations will not be accepted and taken by the District as Municipal property.
- (f) The District will require a twenty foot (20') permanent easement through the property to adjacent properties as deemed appropriate by the Board.
- (g) The consumer shall have a Vermont licensed plumber install meters supplied by the District once there is an incoming water service and a single water fixture installed.
- (h) The consumer shall obtain and record in the Dover Land Records all easement for right of way over private lands, and State and municipal permits for construction and right of way on public property and roads, when required.
- (i) The District will plug all new lines prohibiting flowage and it will unplug the same when full compliance with the terms and conditions of the contract are met.
- (j) A time limit within which the project shall be completed, and after which, gallonage reserved may be withdrawn and returned to the plant's capacity.
- (k) Details showing all the hookup charge calculations.
- (l) Details showing all the allocated reserve gallonage calculations.
- (15) All projects, which have been approved for connection to the public sewer, and for which contracts with the District have been made shall have low flow plumbing fixtures installed, including low flow toilets using 1.6 gallons of water per flush and restrictors in all faucets and showers, allowing no more than two gallons per minute, or less, and which are approved by State code or standards. The District reserves the right to impose a lien on the building in the amount of a reasonable estimate of the cost to retro fit to said fixtures for failure to comply. Any building that contains fixtures, that do not comply with the

above, will retro fit at closing or refinancing, or at the Board's discretion, to 1.6 gallon per flush toilets and two gallon per minute faucet restrictors.

- (16) If the plant capacity becomes depleted, or if its uncommitted reserve capacity becomes diminished to the extent that it is not sufficient for a project, applications for gallonage will be ranked on the Priority List according to time and date of written filing, provided such applicant simultaneously pays a ten percent (10%) priority list fee. When gallonage becomes available, the District will offer it to applicants in the order of their listed priority number.
- (17) If an applicant does not accept the initial offer of available gallonage, in writing within fifteen days (15) of notification of availability by the District, the applicant will be refunded any Priority List fees paid and removed from the Priority List. An applicant may reapply but will be ranked on the Priority List according to the new time and date of written filing, provided such applicant simultaneously pays a ten percent (10%) Priority List fee. If the applicant accepts offered gallonage, then the ten percent (10%) Priority List fee shall be credited based on its monetary value to hookup payments due as otherwise provided in this Ordinance. The applicant may, at any time prior to entering a contract with the District, request to be removed from said list and receive his/her ten percent (10%) Priority List fee back without interest.
- (18) Additional gallonage shall not be allocated to the same project, applicant, or entity until said project or project phase is one hundred percent (100%) complete. One hundred percent (100%) complete means that 100% of the phase under construction is hooked up, paid up, a water meter installed, and ready for occupancy.
- (19) Hookup charges as provided shall be payable in full prior to the start of any construction. Construction shall mean, but not limited to any sewer lines, manholes, additions, improvements to, and/or enlargements of existing buildings, or upon the start of construction or installation of building footings or foundations or accessory structures directly and indirectly connected to the public sewer.
- (20) Following inspection and determination by the District that a building or project for which there is an allocated gallonage capacity has been completed in conformance with this Ordinance and any contract entered into under Section 8.07, such capacity shall be deemed to be a vested appurtenance to such completed building or project, and shall have no independent monetary value excepting any refund due upon reversion of such capacity as provided in this Ordinance.
- (21). Upon prior written notice to NBFD, any excess gallonage resulting from non-use or a change in use of the property to which such gallonage capacity has been allocated, may be transferred to contiguous property in common ownership with the property to which capacity was originally allocated. Additional gallonage may be furnished to the property to which gallonage

capacity was originally allocated upon purchases by the property owner at the then-prevailing rate.

- (22) Notwithstanding any provision of this Ordinance to the contrary, the failure of any applicant for a connection to the Sewage Works to pay in full an initial application fee, or extension request fees, within the times specified in this Section, upon thirty days advance written notice to such applicant, all fees paid for unused sewage treatment capacity shall be refunded to such applicant, and all such unused sewage treatment capacity shall revert to North Branch Fire District No. 1.

- (23) Refunds of connection fees arising for any reason shall be calculated with reference to rates in effect at such time as gallonage capacity was originally allocated.

**Section 8.08:**

Meters will be installed to measure the incoming water supply to all buildings. There may be more than one meter per building or more than one building per meter as long as there is the same ownership as may be determined by the Board. Bypass meters are available from the District as requested by the consumer and approved by the Board. There is a five dollar (\$5.00) semiannual charge for such meter. Bypass meters are only used on water lines that do not drain back to the plant.

**Section 8.09:**

All meters shall be the property of the District.

**Section 8.10:**

The District reserves the right at any time to substitute the metering service and install a new meter at the property owner's expense.

- (1) Beyond this phase of customer installed meters. The District will be responsible for the replacement of endpoints every ten (10) years and water meters every twenty (20) years, providing technology hasn't changed.

**Article VIII: RATES, METERS AND PAYMENT**

**Section 8.11:**

Any consumer may request the installation of a new meter. However, the consumer shall be responsible for the cost in the substitution or change of said meter.

**Section 8.12:**

All water meters whether new or replacement shall be set by a Vermont Licensed plumber and be installed with a water filter prior to the meter. After said meter has been set, it shall not be removed, tampered with, altered or disturbed except by written permission of the District. Any unpermitted removal, tampering, alteration or disturbance of a meter may constitute Theft of Services, a violation of 13 V.S.A. Section 2582, and be punishable according to State law.

**Section 8.13:**

The consumer shall be responsible at his/her expense for the repair or replacement of malfunctioning or damaged meters due to tampering, clogging, freezing or other mistreatment. Upon notification by the District, the consumer shall repair or replace the meter within a reasonable period of time. Meters are available at the Fire District Office and can be picked up by any Vermont Licensed plumber. Failure to repair the meter within this prescribed period of time will result in penalties as outlined in Article VII of this Ordinance. If a meter malfunctions or fails to register, the consumer will be charged during said failure at the average daily consumption based upon their history or in its absence, usage common to other users for that type of service.

**Section 8.14:**

Nothing in Section 8.13 of this Article shall prevent the District from repairing or replacing malfunctioning or damaged meters and passing charges on to the consumer. The consumer shall pay the District, upon presentation of itemized bill, the cost of such repair. In the case of theft or disconnection of said meter, the consumer shall pay the District the full value thereof to replace said meter.

**Article IX: PRIVATE WASTEWATER DISPOSAL****Section 9.01:**

The installation of septic tanks for subsurface soil disposal of the effluent may be unobjectionable when properly installed and maintained. However, the discharge of septic tank effluent or overflow to any open drain, ditch, stream, or other open outlet is not permissible. A Discharge into wells penetrating water bearing formations is not allowed.

**Section 9.02:**

All houses, buildings, or properties within the District, which are required by any other authority to have sanitary or industrial wastewater facilities, are subject to the jurisdiction of this Ordinance, and if located where a proper wastewater sewer is not available, shall, as specified by Article III, Section 3.13, of this Ordinance, be equipped at the owner's expense with suitable wastewater facilities connected to a private wastewater disposal system, which complies with the provisions of this Article.

**Article IX: PRIVATE WASTEWATER DISPOSAL****Section 9.03:**

All houses, buildings, or properties that are within two-hundred fifty (250) feet of an existing sewer line and are not connected may, at the Board's discretion, be allowed to retain their septic tanks, or similar wastewater disposal facilities if such wastewater disposal facility can, at the homeowner's expense, be certified (every three years), by a Vermont Certified Site Technician or a Vermont licensed Engineer as a non polluting facility.

**Section 9.04:**

The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times in accordance with the conditions of any State, or local operating permit and at no expense to the District. Such facilities shall be subject to inspection by the District



at reasonable times. All private systems must be certified by an engineer or qualified technician to be in full compliance with all ANR regulations and standards.

**Section 9.05:** No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the Town of Dover its Selectboard, its Local Board of Health, or the Town Health Officer, or other applicable authority. No private wastewater disposal system shall be designed, constructed, operated or maintained so as to constitute a public nuisance, public health hazard or a public health risk.

**Article X: NOTICE OF DEFAULT:**

**Section 10.01:**

Within a reasonable period of time, as determined by the Prudential Committee, but no less than ten days nor more than thirty days from a violation of this ordinance or a default under a connection permit or contract, written notice of such default or violation shall be furnished by certified mail to the person to whom such connection permit or contract has been granted. Such written notice shall identify the nature of default or violation, and shall state the Intended remedial or enforcement action to be taken by the Prudential Committee.

**Article XI: VALIDITY:**

**Section 11.01:**

All Ordinances or parts of Ordinances in conflict herewith (other than by-laws) are hereby repealed.

**Section 11.02:**

If a court of competent jurisdiction declares any Section or Subsection of this Ordinance unconstitutional or otherwise invalid, such judgment shall not affect the constitutionality or validity of the remaining Sections or Subsections.

**Section 11.03:**

The Prudential Committee of the District, as provided by law, may amend this Ordinance at any time.

