

**BY-LAWS**

**OF**

**FIRE DISTRICT NO.1**

**BRANDON, VERMONT**

**ADOPTED APRIL 11, 1887**  
**AMENDED FEBRUARY 4, 1904**  
**AMENDED JANUARY 1, 1923**  
**REVISED JANUARY 8, 1945**  
**AMENDED JUNE 9, 1953**  
**AMENDED JULY 9, 1956**  
**REVISED MAY 1, 1979**  
**AMENDED JANUARY 11, 1982**  
**AMENDED JANUARY 9, 1984**  
**AMENDED JANUARY 11, 1988**  
**AMENDED JULY 27, 1988**  
**AMENDED JANUARY 11, 1993**  
**AMENDED JANUARY 8, 2001**  
**AMENDED JANUARY 10, 2005**  
**AMENDED JANUARY 11, 2010**  
**AMENDED JANUARY 9, 2012**  
**AMENDED JANUARY 14, 2019**

## **BY-LAWS OF BRANDON FIRE DISTRICT NO.1**

The Fire District No.1, of Brandon, shall include all of the areas within the Town of Brandon except those areas designated as National Forest lands. Persons residing within the limits of said Fire District who are registered voters in the Town of Brandon, Vermont, shall be eligible to vote in said Fire District meetings.

**ARTICLE I. Section 1.** The annual meeting shall be held on the second Monday in January of each year at such time and place as may be designated by the clerk with the concurrence of the Prudential Committee. Warning for the meeting shall be given by posting notices in three or more public places, one of which shall be the office of the Town Clerk, at least six days prior to the meeting and by printing, at least once in a newspaper of local circulation.

**Section 2.** Special meetings shall be warned in the same manner as annual meetings, on application in writing presented to the Clerk of the District, signed by three or more voters of the district.

**ARTICLE II. Section 1.** The officers of this district shall be a moderator, clerk, treasurer, collector of taxes, or collector of delinquent taxes, prudential committee of three members, three engineers and three auditors. All officers shall be elected at the Brandon Fire District No 1 annual meeting with the exception of the three engineers. The three engineers shall be elected by the members of the Dunmore Hose Company (Brandon Fire Department) at its bi-annual meeting. Candidates elected to the engineers' positions shall be confirmed by a majority vote of the Prudential Committee. The elected engineers' term shall be for a period of two years and is subject to review at any time by the Prudential Committee.

**Section 2.** Officers shall be granted such salaries as may be voted by the voters at each annual meeting.

**Section 3.** At no time shall the Chief Engineer or his First or Second Assistant serve as a member of the three man Prudential Committee.

**ARTICLE III.** Officers may be elected and appropriations made at any special meeting legally called for that purpose, when occasion may require.

**ARTICLE IV.** Officers shall hold office until the annual meeting concluding their term of office and until their successors are elected. Prudential Committee members shall be elected for a three-year term in rotation, one per year, normally at an annual meeting. All other officers will be elected to one-year

terms with the exception of the three Engineers which, is set forth in Article II, Section 1 of the bylaws.

**ARTICLE V. Section 1.** It shall be the duty of the moderator to preside at all meetings of the District.

**Section 2.** It shall be the duty of the clerk to keep a correct record of all meetings and perform such other duties as are usually incumbent upon such an office.

**Section 3.** The Treasurer shall perform the same duties as are required of the Town Treasurer and have the same power. The Collector of Taxes or Collector of Delinquent Taxes shall make complete reports annually.

**Section 4.** It shall be the duty of the Prudential Committee to attend to disbursing of all funds, approving of bills, supplying the District with all needed appliances and supplies, except as may be otherwise provided herein. The Prudential Committee shall have general oversight of all district property of whatever nature, and shall have direct charge of all water systems, and of the maintenance and repair of all buildings used by the District for any purpose.

- (A) No action of any other officer of the District, which involves an expenditure of district funds, shall be allowed without the concurrence of the Prudential Committee, except as herein provided.
- (B) For the purpose of their executive and administrative duties they shall be granted a salary in such amount as shall be voted by the voters at each annual meeting of the District; and for such other labor as they perform, they shall be paid at the prevailing rate for labor of like kind.

**Section 5.** The Chief Engineer shall have sole control and command over all the engineers, all members of the fire department, and other persons present at any fire.

- (A) He shall have direct charge of all firefighting apparatus, equipment, supplies and alarm systems, and shall have full authority to do everything necessary to maintain the same in good running order, and shall report the condition of the same to the Prudential Committee at any time when requested by them to do so.
- (B) He shall make a full report at each annual meeting of the condition of all such property.

- (C) Expenditure of funds made by the Chief Engineer pursuant to Fire District regulations shall be paid by the Prudential Committee upon approval of the bills by the Chief Engineer.
- (D) The Chief Engineer is required to assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin and circumstances of all fires.
- (E) The Chief Engineer or any person or persons deputized by him shall, at least once a year, and is hereby empowered to enter any and all public buildings and premises at any reasonable hour for the purpose of making inspections and recommendations, and to serve written notice upon the owner or occupant, to abate within a specified time any and all hazards that may be found. Any failure of the occupant or owner to make such change within a reasonable time shall subject him to a fine.
- (F) The Chief Engineer shall have full authority to purchase any necessary equipment approved by the voters at any meeting of the District, and the Prudential Committee shall pay for the same upon the approval of the bills by the Chief Engineer.
- (G) The Chief Engineer shall see that complete records are kept of all fires, inspections, apparatus and minor equipment, personnel and other information about the work coming under his jurisdiction.

**Section 6.** It shall be the duty of the Assistant Engineers to assist the Chief Engineer in the performance of his duties.

- (A) In the absence or disability of the Chief Engineer, the Assistant Engineers shall in the order of their rank, have the same powers and duties as the Chief Engineer.
- (B) The Engineers shall at all times in the performance of their duties wear conspicuously upon their persons a badge denoting their respective positions.

**ARTICLE VI. Section 1.** The Engineers of the Brandon Fire District and the members of the Dunmore Hose Company shall constitute a fire department of Brandon Fire District No.1.

**Section 2.** It shall be the duty of each engine, hose and hook and ladder company upon an alarm of fire, to go immediately with their apparatus to

or near the scene of the fire, and there operate under the direction of the Chief Engineer or his assistants, or in their absence, under the foreman of the Fire Department, and may return to their engine house only by order of the officer in charge.

**ARTICLE VII.** Whenever at a fire it may be necessary to demolish any building in any manner, it shall be done only with the concurrence of two engineers or two members of the Prudential Committee or one engineer and one member of the Prudential Committee.

**ARTICLE VIII. Section 1.** All vehicles and personal conveyances of Department members shall have the right of way over all other traffic when responding to an alarm.

**Section 2.** No person shall drive any vehicle over fire hose except upon specific orders from the Chief Engineer or other officer in charge where the hose is used.

**Section 3.** No person shall park any vehicle or otherwise cause any obstruction to be placed within 75 feet of the entrance of any fire station or other place where fire apparatus is kept.

**Section 4.** No unauthorized person with any vehicle shall follow within 500 feet of any fire apparatus belonging to the fire department or District when operating on fire duty nor park any vehicle within 500 feet of any fire.

**Section 5.** No person shall turn in or cause to be turned in, a false alarm.

**ARTICLE IX. Section 1.** The rules and regulations in this article will, upon application for or acceptance of service, constitute a contract between the customer and the District, and the customer will be considered to have expressed his consent to be bound thereby, and to take water only for the purpose stated in the application and at the established rates.

**Section 2. Definitions**

(A) **District** refers to Brandon Fire District No.1.

(B) **Customer** shall be taken to mean any person, firm, corporation, government or governmental division who has applied for and is granted service or who is responsible for service.

- (C) **Main** means a water pipe owned, operated and maintained by the District, which is used for the transmission or distribution of water but is not a water service pipe.
- (D) **Service pipe** is the pipe running from the main to the premises of the customer.
- (E) **Voters** refer to the legal voters residing within the boundaries of Brandon Fire District No.1.
- (F) **Works** shall mean any part or portion of the service line and/or the customer's water supply system which exists between the curb stop and the customer's meter.
- (G) **To Run To Waste** shall mean to allow the water supply to run for no practical purpose, by deliberate or negligent act, including, but not limited to, the failure to repair, or running of water out of the customer's works for the purpose of preventing the freezing of water.

**Section 3. Applications for Water Service.** Applications for service are to be made at the office of the Clerk, Brandon Fire District No.1, on forms, which will be provided by the District. The owner of the premises shall make such applications. The owner of the premises, upon accepting service to his property shall be considered responsible for payment of all water charges rendered to the property and for compliance with the By-Laws of this District.. Applications for service will be considered at the regular monthly meeting of the Prudential Committee or at special committee meetings if the committee deems it necessary. The acceptance normally will be contingent upon the existence of a water main in the public way, or in a private way or other property upon which the property to be served abuts. The applicant is responsible for obtaining any and all rights of way in connection with his service.

**Section 4. Disapproval of application.** In the event of disapproval, the applicant may request a special meeting of the District in accordance with Article 1, Section 2, and put the application before the voters.

**Section 5. Service connections.** All service connections shall be installed by the District or under its supervision, and all in accordance with its specifications. Such connections will be installed at the expense of the customer. The applicant for a service connection will be required to deposit with the District, in advance of construction, a sum equal to the estimated cost of the service as determined by the Prudential committee. When the installation has been completed, the cost of such service shall be determined. Should it be found that the deposit is in

excess of the actual cost, such excess shall be refunded to the customer. If the cost exceeds the deposit, then before the water shall be turned on the applicant shall pay the deficiency.

**Section 6. Ownership and Maintenance of Service Pipes.** All new service pipes, including the so-called “curb stop”, within limits of the highway or right of way, shall be installed, owned and maintained by the District. From the limits of the highway or right of way to the building, the service pipe shall be installed, owned and maintained by the customer. For all existing services the liability of the District shall end with the so-called “curb stop” regardless of location.

**Section 7. Meters.** Ownership of all meters registering measurements of all water upon which its charges are based shall be vested in the District.

- (A) **General.** All water sold by the District shall be on the basis of meter measurements or as otherwise provided for in its rate schedule as recommended by the Prudential Committee and adopted by the voters at an annual or special meeting. The customer may receive water through a meter upon written application to the District. The size of the meter will, in all cases, be determined by the District. Premises once served at metered rate will not be returned to a flat rate.
- (B) **Meter setting.** All meters shall be set, as nearly as possible, at the building and the customer shall provide a clean, warm and accessible place therefore. The owner is responsible for installing the appropriate fixtures to allow the meter to be set in a horizontal position. The cost of the meter shall be borne by the District. The customer must provide protection against all injury, including damage resulting from heat and/or freezing. In the case of meter damage due to negligence of the customer, the District shall immediately ascertain the cause and extent of such injury and shall assess against the account of said owner a charge for the amount necessary to return said meter to first class condition.
- (C) **Meter accuracy.** In any case where the accuracy of registration of any meter is challenged by the customer, said meter shall be tested on the following basis: The customer shall agree to pay for the work of removing, testing and replacing the meter. If the tests show that such meter is accurate within 3%, the customer shall be liable for the cost of removal and testing. If the meter tests above the specified limit, the district

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

- (D) **Tampering.** No person, except a person authorized by the District, shall disconnect any meter, or place, replace, remove, break the seal or otherwise disturb the meter in any matter whatsoever, provided that this section applies only to the meter itself and not to any connecting fixtures or pipes, and provided that this section shall not be construed to render the District liable for any portion of any service.

**Section 8. Water Main Extensions.** Requests for street main extensions must be made in writing to the office of the District by petition of not less than three voters. The District will survey the area to be serviced and estimate the cost of such extensions. The request will then be put before the voters at a special or annual meeting. Costs of such extensions, if approved by the voters, shall be borne as determined by the voters at such meeting.

**Section 9. Discontinuance of Service**

- (A) Bills for water service are due and payable when issued and shall be considered delinquent thirty days after mailing. 1% interest will be assessed the day after any given due date. 1% interest will continue to be assessed the 15<sup>th</sup> of each month thereafter until all delinquent water bills are paid. If the delinquent amount has not been paid by the fourth installment, an 8% penalty will be assessed. Service may be discontinued for delinquency in payment of water bills or for violation of any rule or regulation herein.
- (B) Before service is discontinued for delinquency, the District will follow a reasonable procedure to effect payment and/or the rectification of any or all violations by the customer, including, but not limited to, the issuance of a shut-off notice in accordance with Vermont Statutes Annotated.
- (C) Service discontinuance for a violation of these regulations shall not be made without 14 days written notice except for emergencies. Service once discontinued may not be restored until the cause of discontinuance has been removed and until payment in arrears and penalty charges, if any, have been made.

**Section 10. Cross Connections.** No cross connections between the District supply system and any other supply will be allowed unless



properly protected in accordance with the Vermont Department of Health. In addition, no connection capable of causing backflow into the District water supply system through plumbing fixtures, appliance, or waste outlet, having direct connection to waste drains will be permitted. If the owner of such connection does not make adequate corrections within a time specified by the District, service shall be discontinued.

**Section 11. General Service Conditions.**

- (A) No person shall obtain water from any hydrant or other fixture of the District without the previous consent of the District.
- (B) All customers shall maintain in good working order, at their own expense, the plumbing works and fixtures in good repair and protect same from freezing or other unnecessary waste of water supply.
- (C) All customers having direct pressure devices, including but not limited to hot water tanks, or secondary systems supplied by automatic feed valves, should have installed and maintained in operating condition appropriate vacuum and pressure relief valves or cutouts in the water system and/or secondary system to prevent damage to the water device or secondary system, or their appurtenances should it become necessary to shut off the water main or service, or should a pressure failure occur for any reason. Water service supplied to any customer not providing such protection will be strictly at the risk of the customer. The District will not be held liable for damages resulting from the lack of, or failure of such protective devices.
- (D) No customer shall utilize any service pipe or interior plumbing as the building electrical ground, unless such grounding is in accordance with the National Electric Code.
- (E) No customer shall permit water from the system to run to waste through any faucets, (deliberately or negligently) or other outlets, or the works, or piping, because of leaks, or disrepair or otherwise, without the prior written approval of the Superintendent of the District. The Superintendent shall endeavor to restrain and prevent any and all such waste of water and may, in such cases, in the Superintendent's sole discretion, shut off a customer's water service, as the Superintendent deems necessary to preserve the water supply.

**Section 12. Liability for Interrupted Service.**

- (A) If, by temporary shortage of supply, or for the purpose of making repairs, extensions, connections, or placing or replacing meter, or for any reason beyond the control of the District, it becomes necessary to shut off the water in a main or service, the District will not be responsible for any damages occasioned by such shut off and no adjustment of rates will be allowed unless the interruption is in effect for a continuous period of 10 days, in which case a proportional adjustment of rates will be made. Notice of shut off will be given when practical, but nothing in this rule shall be construed as requiring the giving of such notice.
- (B) The District will not be responsible for damage caused by discolored water or unsatisfactory service which may be occasioned by cleaning of pipes or reservoirs, or the opening or closing of any valves or hydrants, or any abnormal condition, unless caused by the lack of reasonable care on the part of the District. The District will not be responsible for meeting unusually high water quality standards for specialized or industrial customers.
- (C) The District will attempt to maintain standard system pressures not exceeding 175 pounds per square inch and will not be required to render service where normal system pressures may be expected to fall below 20 pounds per square inch. Where a customer feels that the system pressures within the above range are higher than his plumbing or apparatus can endure, it shall be the responsibility of the customer to install a suitable pressure-reducing device.

**Section 13. Water Conservation.** When necessary to conserve the water supply, the District may restrict the use of water by its customers.

**Section 14. Fluctuation of Pressures.** No customer shall install or use water consumption apparatus, which will affect the District's pressure or operating conditions so as to interfere with the service of another customer. Where a customer has, or proposes to install, an apparatus which requires water in sudden and material quantities, impairing the pressure to the detriment, damage or disadvantage of other customers, the District reserves the right to require such customer to install devices or apparatus which will confine the fluctuations of demand and pressure within reasonable limits determined by the District.

**Section 15. Access to Premises.** Officers and employees of the District shall have access to all premises supplied with water at all reasonable hours to permit the inspection of plumbing and fixtures, to set, remove

or read meters, to ascertain the amount of water used and the manner of use, and to enforce these rules and regulations.

**Section 16. Use of Valves, Hydrants, Shut-offs.** No valve, shut-off or hydrant, which is the property of the District, will be opened, closed or otherwise operated by other than persons authorized by the District. Penalties for use of valves or hydrants will be as prescribed in accordance with Vermont State Statutes.

**Section 17. Notice of Service On/Off.** When requested by the customer, 24 hours notice shall be required for letting on or off water to any service, and such service shall take place only during the regular business hours of the District. The charge for this service will be as established by the voters.

**Section 18. Emergency.** Water may be let on or off to any service when a condition of emergency or great need exists. Such let on or off shall not excuse or forgive any charges or other liability assessed against the property so served.

**ARTICLE X. Section 1.** The District shall be governed not only by these by-laws, but also by state and federal regulations as they apply to the District. Should it at any time be established by competent authority that any provision(s) of these by-laws is in conflict with any superior state or federal regulation, then the conflicting provision(s) of these by-laws shall be suspended for the duration of the conflict.

**Section 2.** Any provision(s) of these by-laws may be temporarily suspended at any meeting of the District legally warned provided the proposed suspension be specifically stated in the warning.

**ARTICLE XI.** These by-laws may be altered, amended or appealed at any meeting of the District, legally warned, provided the proposed amendment or alteration be specifically stated in the warning, but not otherwise.

**ARTICLE XII. Protection From Physical Damage.** No person shall maliciously, willfully or negligently, damage or tamper with any structure, appurtenance or equipment of Brandon Fire District No. 1. Any person violating this provision shall be subject to prosecution and penalty, all as provided by the laws of the State of Vermont.

**ARTICLE XIII. Penalties.** Any violation of Article XII of the By-Laws shall constitute a misdemeanor punishable by the provisions of 24 Vermont States Annotated, Section 1974(a). Each week the damage resulting unrepaired shall constitute a separate offense. In addition, the Fire District, in accordance with the provisions of Title 24, Vermont States Annotated, Section 1974(b), may

Brandon Fire District No.1  
Established 1856

seek injunctive relief without affecting criminal prosecution brought pursuant to the proceeding sentence. Moreover, the Fire District reserves the right to institute any action for damages any declaratory relief. In any action for damages, or injunctive relief, against a customer(s) in which the Fire District obtains judgment, the customer(s) shall pay the Fire District's court costs and reasonable attorneys fees and such amount shall be included in the damages rendered in any such judgment.

## **APPENDIX A - KEY BOXES**

### **ARTICLE 1, Purpose and Intent**

**Section 1.** For the purpose of promoting the Public Health, Safety, Welfare and Convenience of the citizens of the town of Brandon, and to provide procedures to allow the Brandon Fire Department to have rapid emergency access to the buildings they are required to respond to.

**Section 2.** With immediate access to a key to a building and rapid emergency access that eliminates lost time and confusion may result in less property damage.

### **ARTICLE 2, Requirements**

**Section 1.** In accordance with NFPA 1, The Fire Prevention Code, Section 3-6, 1997 Edition, the Brandon Fire Department is requiring that a Knox Box be installed on all buildings with in the jurisdiction or response area of the Brandon Fire Department.

**Section 2.** All buildings that fall under any of the following conditions must have a Knox box installed:

- (A) A premise that is installing a new fire alarm or automatic suppression System.
- (B) A premise that is upgrading a fire alarm or automatic suppression system.
- (C) A premise that stores or handles hazardous materials that are deemed significant by the Chief or determined to be a high hazard by the Vermont Department Labor and Industry Fire Prevention Division.

**Section 3.** The Knox Box, key box shall be a type approved by the Chief and shall contain the keys necessary to gain access to the property.

**Section 4.** The owner/operator of the premises shall immediately notify the Chief once the Knox Box is installed and provide the keys necessary to gain access to the building.

**Section 5.** Anytime a lock is changed or rekeyed, the owner/operator must notify the Chief of the change and provide a complete set of the changes to be installed in the Knox box.

**Section 6.** The cost of acquiring the Knox Box shall be the responsibility of the property owner. Order forms for the Knox Box must be obtained from the Chief.

### **ARTICLE 3. Location**

**Section 1.** The owner or their representative shall meet with the Chief to decide on the best location of the Knox Box. To the left of the entrance door at six feet above the ground is the preferred location.

### **ARTICLE 4, Definitions**

- (A) **“Chief”**; Chief of the Brandon Fire Department.
- (B) **“Knox Box”**; An on site key storage box mounted in an exterior wall of a Building that allows the Brandon Fire Department immediate access to a key to a building and rapid emergency access that eliminates lost time, property damage and confusion. With one key access to a building that is stored on site in a Knox Box, emergency services personnel have immediate access to the building where and when it is needed. The keys are safe because they are locked within a security box that is accessible only to emergency personnel and not the general public.
- (C) **“Owner”**; Could be the actual property owner or the party that leases the Property and has control over the property and its contents.
- (D) **“Premises”**; Public building as defined by 21 V.S.A. Sec. 251a and Sec. 251d. Public building means buildings owned or occupied by the public. Buildings in which people are employed, occasionally enter as part of their employment or are entertained, buildings in which people rent accommodations, whether overnight or for a longer term. Any condominium or multiple dwelling using a common roof, whether the units are owned or leased or rented. For purposes of these by-laws, “Premises-Public Buildings” does not include an owner-occupied single family residence or working farm, or a family residence registered as a day care home.
- (E) **“Response Area”**; Within the Town of Brandon and any area that the Brandon Fire Department provides primary fire protection to.

## **APPENDIX B - ALARM SYSTEMS**

### **ARTICLE 1. Purpose and Intent**

**Section 1.** For the purpose of promoting the Public Health. Safety. Welfare and Convenience of the citizens of the Town of Brandon and to provide procedures to allow warning devices that notify the Brandon Fire Department Dispatch.

**Section 2.** The erroneous and mistaken use of alarm systems that are not installed and maintained properly has resulted in increased service calls by the Brandon Fire Department. These unnecessary calls create a hazard to the members of the Department and to the general public.

**Section 3.** The Prudential Board of Brandon Fire District # I hereby finds that the public good and necessity require the control of alarm misuse.

### **ARTICLE 2. Installation**

**Section 1** .No alarm system shall be placed in service after installation in any dwelling, business or place within the Town of Brandon without prior notice to the Fire Chief.

**Section 2.** Any person, firm, corporation or other entity causing any alarm system to be installed in any dwelling, building or place prior to placing such system in service, and for so long as said system shall remain operative, shall provide the Department the following information;

- (A) The names, addresses and telephone numbers of at least two- (2) contact Persons who shall have access to the premises in which such alarm system is installed. The contact persons shall have the knowledge and ability to make said system secure in case of activation. The contact person shall be responsible for the building and property once released by the Department.
  
- (C) The name, address and telephone numbers of any person, firm or corporation responsible for servicing the system shall be conspicuously posted upon or near said system.

**Section 3.** The cost of all equipment and connection as well as the maintenance thereof, shall be borne by the party installing or owning such system.

**Section 4.** The Department assumes no additional responsibility for the security of any person or property other than that accorded to any other person or property with or without a system. In the event several emergencies occur

simultaneously, it shall be the duty of the Fire Officer in charge to determine the response priorities, however. all activated systems shall be responded to and a record made thereof.

**Section 5.** When any alarm system is activated, the Department shall respond to the alarm and notify a contact person listed in Article 2, Section 2 subsection a. Said contact (s) shall immediately go to the place where the alarm is sounding to meet the Fire Officer in charge to secure said building, to reset the system. provide access or provide whatever assistance may be required by the Officer in charge.

**Section 6.** Should any contact person when notified of an alarm activation fail to respond pursuant to Article 2, Section 2, subsection a hereof, the fire officer in charge on scene shall check the property thoroughly and secure the location as much as possible. The Department shall notify the property owner of the actions of the contact person. The Department shall not be required to make any further responses to that site until such time as said system has been properly reset and back in service.

**Section 7.** No system will be allowed to be connected directly to the emergency telephone number of the Department.

**Section 8.** Before any system is tested or serviced, the owner or alarm service company shall notify the alarm monitoring company of such test so that the Department is not dispatched to the property for no reason. Upon completion of the test or service the alarm monitoring company shall be notified and verify that the said system is operational.

**Section 9.** All properties protected by a system after January 1, 2001 shall have a Knox box installed in accordance with Appendix A of the Brandon Fire District No.1 by-laws.

### **ARTICLE 3, False Alarms, Errors, Mistakes or Malfunctions**

**Section 1.** No false alarm, as defined in Section 5, shall be sounded in any dwelling, building or place when no emergency exists which results in the response of the Department.

**Section 2.** No person shall knowingly or intentionally activate any system when no emergency situation exists.

**Section 3.** Any person(s) who violates subsection A or B shall be subject to prosecution as provided by Vermont Law.

**Section 4.** The Chief may order a faulty system disconnected until proof of repair is received in writing from an authorized alarm repair company. The



Chief shall send notice of the proposed disconnection by certified mail to the owner within ten (10) days prior to the discontinuation of response service.

#### **ARTICLE 4. False Alarm Charges**

**Section 1.** The charge for excessive false alarms in a 180 day period shall be set from time to time by the Prudential Board of Brandon Fire District #1 and be adopted in resolution form.

**Section 2.** False Fire Alarm Charges shall be:

1-3 responses within a 6 month period,		per response,
N/C		
4 responses within a 6 month period,	per response,	75.00
5 responses within a 6 month period,	per response,	150.00
6 or more responses within a 6 month period,	per response,	300.00

#### **ARTICLE 5. Definitions**

- A. **“Alarm System”** Any alarm device which automatically sends a signal via a device to a central station to alert the Brandon Fire Department that an emergency exists or that the services of the Department are needed. Alarm system shall also mean any alarm device, which automatically emits an audible, visual or other signal upon the occurrence of any hazard or emergency.
- B. **“Central Station”** Commercial or private alarm monitoring company that upon receiving notification of an alarm notifies the dispatch center to inform them of the alarm activation.
- C. **“Chief”** The Fire Chief of the Brandon Fire Department.
- D. **“Contact”** The person (s) who the owner of the said property has identified to be their representative to respond to the site upon activation of the alarm system or as requested to do so by the Chief or Fire Officer in charge. This person will have knowledge of the system and take responsibility for the property and its contents when released by the Department.
- E. **“Department”** The Brandon Fire Department.
- F. **“Dialer or Dialing Device”** Any alarm device which automatically and electronically sends an emergency signal to the Dispatch Center for the Brandon Fire Department.
- G. **“Dispatch”** The communications center that dispatches the Brandon Fire Department.

- H **"Emergency Number"** Any telephone number that has been designated as the number through which members of the public may report an emergency or request emergency assistance.
- I. **False Alarms**
1. **Error or mistake.** Any action by any person, firm or corporation or other entity owning, occupying or operating any dwelling, building, or place or any action by an agent or employee of said firm, corporation or other entity which results in the activation of an alarm system when an emergency exists.
  2. **Malfunction.** Any unintentional activation of any alarm system caused by a flaw in design, installation or maintenance of the system. This shall not include any activation caused by violent conditions of nature or other extraordinary circumstances, not reasonably subject to control of the alarm user.
  3. **Intentional Misuse.** Any intentional activation of an alarm system when no fire or other emergency is in progress.
- J. **"Knox Box"** An on site key storage box mounted in an exterior wall of a building that allows the Brandon Fire Department immediate access to a key to a building and rapid emergency access that eliminates lost time property damage and confusion. With one key access to a building that is stored on site in a Knox Box, emergency services personnel have immediate access to the building where and when it is needed. The keys are safe because they are locked within a security box that is accessible only to emergency personnel and not the general public.
- K. **"Premises";** Public building as defined by 21 V.S.A. Sec. 251a and Sec. 251d. Public building means buildings owned or occupied by the public. Buildings in which people are employed, occasionally enter as part of their employment or are entertained, buildings in which people rent accommodations, whether overnight or for a longer term. Any condominium or multiple dwelling using a common roof, whether the units are owned or leased or rented. For purposes of these by laws, "Premises-Public Buildings" does not include an owner-occupied single family residence or working farm or a family residence registered as a day care home.
- L. **"Response"** The notification of emergency services personnel to report that an emergency exists and that the Brandon Fire Department will respond to a specific location to deal with an emergency.
- M. **"System"** Short for alarm system as defined in Section 5, A.