

**Town of Fair Haven, Water & Sewer Payment and Delinquent Payment Policy**

This policy shall be known as the "Town of Fair Haven Water and Sewer Policy." It has been adopted by the Town of Fair Haven, Selectboard pursuant to 24 V.S.A. § 1972 or other Legislative Body, e.g. trustees, prudential committee, etc., pursuant to their respective statutory authority.

The purpose of this Policy is to establish a Water and Sewer policy regarding operation and rules of payment, agreements, and failure to abide by agreements. Billing is done on a quarterly basis, and due dates being September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup> and June 1<sup>st</sup>. Payments are due within 30 days after the due date. Payments accepted after the due date will be considered late payments.

**Turn On/Turn off Fee**

A fee of \$25.00 reconnection or disconnect, will be charged to the customer. Overtime is billed out at a rate of \$37.50, Fees associated with re-connection for water services is in accordance with Title 24, V.S.A. §5151.

**Interest Fees**

**Interest Fee:** 1.5% of the outstanding balance. Interest will be charged on the 1<sup>st</sup> of each month, in accordance to 32 V.S.A., Section 5136(a), and are subject to change per statute.

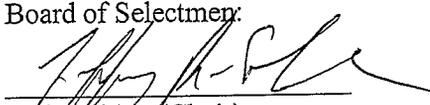
**Water and Sewer Agreements**

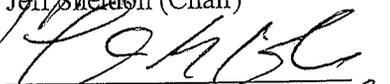
The rate payer may enter a payment agreement if their water and sewer bill is in arrears. The agreement is a onetime issuance within a (12) twelve month period of time. The payment agreement is designed to allow the rate payer to become current with their arrearages and keeping current with their most recent bill. In accordance with the agreement, the rate payer agrees to pay by a date notarized per the agreement, of each month until the past due is paid in full. The rate payer is allowed (2) two five day grace periods within the agreement for late payment. Once the rate payer has exceeded the two grace periods, thereby breaching this agreement, the town will only accept a full payment of arrearage and may have the option to disconnect the service and put the property up for tax sale.

**Agreements can only be made between the property owner and a town official whom has been authorized by the Town Manager. Payments are due in full (no partial payments accepted)**

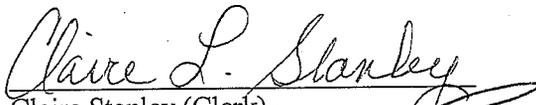
Adopted by the Board of Selectmen this 31<sup>st</sup> day of May, 2011

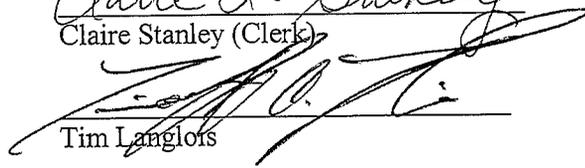
Board of Selectmen:

  
Jeff Sheldon (Chair)

  
Christopher Cole

  
Rod Holzworth II

  
Claire Stanley (Clerk)

  
Tim Langlois

**Fair Haven, Vermont - Water & Sewer Payment Agreement**

This payment agreement is entered into between the Town of Fair Haven, and \_\_\_\_\_  
\_\_\_\_\_ herein called the **ratepayer**, Town of Fair  
Haven water and /or sewer account number \_\_\_\_\_. For service at the following property  
address; \_\_\_\_\_

If the ratepayer is an LLC or Corporate entity, then the individual responsible \_\_\_\_\_, who by  
his or her signature authorizes that he/she holds the title of the \_\_\_\_\_.

In the LLC or Corporation named above and is authorized to enter into the agreement on behalf of the LLC or  
Corporation with the Town of Fair Haven. As of \_\_\_\_\_ (date), the **ratepayer** is \$ \_\_\_\_\_ in arrears  
to the Town of Fair Haven for water and/ or sewer service. This figure represents principal, and interest fees to date.  
By this document, the ratepayer agrees to enter into a payment agreement with the Town of Fair Haven for the  
satisfaction of the above debt, and ongoing usage charges. The terms of this agreement are as follows: **Please note  
this is a onetime agreement per a 12 month period.**

The **ratepayer** shall pay, \$ \_\_\_\_\_ toward the arrearage by the \_\_\_\_\_, of the month, a grace period will be  
granted twice of five days, within this agreement. The **ratepayer** shall also pay the current bill amounts as they  
come due, and identify those amounts as current payments. **Partial payments will not be accepted. If this  
agreement is breached then delinquent balance must be paid in full.** Payments are to be made to the Town of  
Fair Haven at the Treasures' office address, 3 North Park Place, Fair Haven, VT 05743, toward the arrearage until  
said debt is satisfied and the account is current.

The **ratepayer** acknowledges that the above is a reasonable agreement for payment of the above debt owed the  
Town and understands and acknowledges that failure to strictly comply with the above agreement will result in  
voiding this agreement, disconnection of water service to any properties for which bills remain unpaid and possible  
tax sale.

The **ratepayer** understands and acknowledges that this agreement applies to sums reflected therein, and additional usage  
charges that will accrue until the **account is brought current.** (See Town of Fair Haven, Water & Sewer Policy)

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Peter Hathaway  
Manager, Town of Fair Haven

\_\_\_\_\_  
**Ratepayer signature**

**STATE OF VERMONT  
COUNTY OF RUTLAND, SS.**

At Fair Haven, Vermont, this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared  
\_\_\_\_\_ and Peter Hathaway, and made oath as to the truth of the foregoing.

My Commission Expires: \_\_\_\_\_ Before me, \_\_\_\_\_  
Notary Public

Agreement is made within the compliance and conditions of 24 V.S.A. Chapter 129 Municipal and  
County Government, §5141,5142,5143,5144,5145,5146,5147,5148,5149,5150,5151