

Owner Name: _____ Phone/Email: _____

Co-Owner Name: _____ Phone/Email: _____

Property Location: _____ Parcel ID: _____

Water Use in Gallons Per Day Expected: _____

**South Alburgh Fire District No. 2
Water Service Agreement**

South Alburgh Fire District No. 2 (the Fire District) is planning the construction of a Phase II Water System. In order to determine the feasibility of constructing the proposed water system, it is essential that the Fire District determine the number and type of users that initially will be connected to the system and obtain written commitments from each.

Contingent upon funding approval and construction of the public community water system:

1. The Fire District agrees to connect the undersigned to the proposed water system for the following property and use:

A. Type of Use Year-round residential Commercial*
 Seasonal residential Agricultural*

*Explain details _____

B. Number of Equivalent Residential Units (ERUs) _____
(An ERU is defined as a one household residential dwelling)

2. The undersigned agrees to pay a one-time connection fee according to the schedule included in the attached Terms and Conditions, Item F, based on the number of ERUs.

3. The undersigned acknowledges that he/she is responsible for water service charges established by the Prudential Committee.

4. **Inactive Account:** Check here if you do not need water at this time but will pay the connection fee to have an inactive account. You will not be charged for debt service until you have taken the proper steps to connect and are ready to use metered water.

5. This agreement is subject to the Terms and Conditions attached hereto.

We, the undersigned, agree to the content of this Agreement, the fees set forth, and the Terms and Conditions thereof:

SOUTH ALBURGH FIRE DISTRICT NO. 2

USER

By: _____
Duly Authorized Agent

Name

Date: _____

Signature

Date

Name (Co-owner)

Signature

Date

NOTICE: If property is owned by more than one person, all owners must sign. If property is owned by a partnership or corporation, the General Partner of the Corporation or CEO must sign. If property is owned by a trust, the signatory authority must sign.

PLEASE RETURN THIS FORM TO:

South Alburgh Fire District No. 2
1 North Main St c/o Alburgh Village
Alburgh, VT 05440

NOTICE: THIS IS A BINDING CONTRACT. YOUR SIGNATURE ON THIS AGREEMENT MEANS THAT YOU ARE LIABLE FOR PAYMENT OF ALL SUMS DUE UNDER THIS AGREEMENT.

South Alburgh Fire District No. 2
Water Service Agreement

TERMS AND CONDITIONS:

- A. Construction of the proposed water system is contingent upon receipt of a sufficient number of Water Service Agreements plus State approval of design and construction pricing.
- B. Water service to any particular property is not guaranteed by this agreement. Service to any area shall be based on its economic feasibility. Small numbers of users on private roads may not be served due to the infrastructure cost associated with providing water to that location. Decisions of serviceability will be made by the Fire District Prudential Committee.
- C. If constructed, the Fire District will install water services and curb stops from the water main to the nearest road right-of-way limits. The water user shall be required to arrange and pay for the installation and connection of all service piping from the right-of-way limit to the intended use. Service to any property which is not adjacent to the location of a Fire District water main shall be at the expense of the user(s) unless a special agreement is made with the Fire District.
- D. Water shall be provided through a single service line only for such uses described in Item 1. **Additional uses or a change in use shall result in revisions to this contract and/or a change in fees.**
- E. Water service shall be provided subject to the conditions of the Rules and Regulations as promulgated by the Fire District Prudential Committee.
- F. The one-time connection fee shall be charged for new services in accordance with the following schedule:
- \$1,500 per ERU if a signed Water Service Agreement is received by the Fire District prior to the construction phase of the segment of the project where your property is located. Payment will be required before bids are let.
 - \$2,500 per ERU if a signed Water Service Agreement is received by the Fire District after the start of construction on the segment of the project where your property is located. Payment will be required before connection to your residence is made.

Either of the above fees may be paid in part, provided the balance is received within the milestones identified above. Fees received by the Fire District will be returned and this Agreement terminated if a construction contract is not awarded.