

**SALUDA COUNTY WATER & SEWER AUTHORITY
PROPERTY OWNER
WATER USERS AGREEMENT**

This Agreement entered into between the Saluda County Water and Sewer Authority, hereinafter called the "Authority" and _____, property owner and customer of the Authority, hereinafter called the "Customer".

WITNESSETH

WHEREAS, the customer desires to purchase water from the Authority and/or make water available to customer's property and enters into this Water Users Agreement as required by the By Laws of the Authority.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

Customer enters into this Agreement as the owner of the premises being served. The Customer/Owner is responsible for all charges for water provided to the Customer's /Owner's property. If someone other than owner is in possession of the property, the Authority, at the Customer/Owners request, will bill the possessor for water service; however, should the possessor fail to pay as required, the Customer/Owner shall be responsible for all charges for water service provided to the Customer's/Owner's property.

The Authority shall furnish, subject to the limitation set out in its By Laws and Rules and Regulations now in force, or as hereafter amended, such quantity of water as the customer may desire in connection with the Customer's ownership, occupancy and/or use of the following described property:

Customer/Owners Name

Mailing Address

Home Phone Work Phone

Physical Location (911 Address)

Saluda County Tax Map #

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The Customer Shall install and maintain at the Customer's expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with distribution system of the Authority at the nearest place of desired use by the Customer, provided the Authority has determined in advance that the system has sufficient capacity to permit delivery of water at that point. The Customer shall be fully responsible for the service line, including the installation of an approved back-flow device if required.

The Customer agrees to comply with and be bound by the Articles, By Laws, Rules and Regulations of the Authority, and agrees to the imposition of such penalties of noncompliance as are now set out in the Authority's By-Laws and Rules and Regulations, or which may be hereafter adopted and imposed by the Authority.

The Customer agrees to pay a service fee in the amount of \$40.00 for processing of the Customer's application for water service and a tap fee as established by the Authority and shown on the Attached sheet.

The Authority shall purchase and install a cutoff valve and may also include a water meter in each service. The Authority shall have exclusive right to use such cutoff and water meter.

The Authority shall have final authority in any questions of location of any service line connection to its distribution system; shall determine the allocation of water to Customers in the event of a water shortage; and may shut off water to a Customer who allows a connection or extension to be made of the Customer's service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the Authority may pro rate the water available among various Customers on such basis as is deemed equitable by the Authority, and may also prescribe a schedule of hours covering use of water for certain purposes by particular Customers and require adherence thereto or prohibit the use of water for certain purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all of the Customers, the Authority must first satisfy all of the needs of all Customers for Domestic purposes (excluding non-essential uses) before supplying any water for livestock purposes and must satisfy all the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer agrees that no other present or future source of water will be connected to any lines served by the Authority's water lines and will disconnect from the present water supply prior to connecting to and switching to the Authority's system and shall eliminate their present or future cross connections in the Customer's system.

The Customer shall connect the service lines to the Authority's distribution system and shall commence to use water from the system on the date the water is made available to the Customer by the Authority. Water charges to the Customer shall commence on the date service is made available, regardless of whether the Customer connects to the system. The Customer understands and acknowledges that, to a large

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extent, the Authority's water system is financed by loans and grants from the United States of America, acting through the Rural Development Administration of the United States department of Agriculture, and Customer's consent to the terms of this Agreement is required as a condition of these loans and grants and is necessary for the extension of water service to Customer's property.

In the event the Customer shall breach this contract by refusing or failing, without just cause, to connect a service line to the Authority's distribution system as set forth above, the customer agrees to pay the Authority a lump sum of Three Hundred Dollars (\$300.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Customer in either respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

Nonpayment within ten days from the due date will subject to a penalty of ten percent of the delinquent account.

Nonpayment within thirty days from the due date will result in the water being shut off from the Customer's property.

In the event it becomes necessary for the Authority to shutoff the water from a Customer's property, a fee set by the Authority in its rate schedule will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20____.

SALUDA COUNTY WATER & SEWER AUTHORITY

By: _____
Chairman Or Designee

Customer

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CUSTOMER AGREEMENT/SERVICE CONTRACT ADDENDUM

By signing this application for water and/or sewer service, the applicant agrees to pay all costs of collection of the applicant's unpaid bills. The Saluda County Water and Sewer Authority has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant's state income tax refund. If Saluda County Water and Sewer Authority chooses to pursue debts owed by the applicant through the Setoff Debt Collection Act, the applicant agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue, the Municipal Association of South Carolina, and/or Saluda County Water and Sewer Authority. If Saluda County Water and Sewer Authority chooses to pursue debts in a manner other than setoff, the applicant agrees to pay the costs and fees with the selected manner as well.

Customer Initials _____

Date _____

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SALUDA COUNTY WATER & SEWER AUTHORITY GENERAL POLICY GUIDELINES

Welcome to Saluda County Water & Sewer Authority. We are pleased to have you as a customer. Below are some general guidelines regarding your account with Saluda County Water and Sewer Authority.

Payments are due **each** month by the 10th. We do give a 10day grace period, so any payments received by the close of business on the 20th will not be penalized. Penalties are placed on unpaid accounts on the 21st of each month and a cutoff date is set each month sometime after the 21st. Your bill will notify you each month of the cutoff date and other important dates, such as office closings. **The cutoff date may vary from month to month.** You **will not** receive a 2nd Notice. A **non-payment fee** is added to all accounts not paid before cutoff day. This is a non-payment fee, **not** a disconnect fee. Please pay close attention to your bills as valuable information is passed along to our customers on the bill or on a separate flyer inserted with the bill.

Our office hours are Monday – Friday 8:00AM to 5:00PM. We do close for lunch each day from 1:00PM to 2:00PM. We also close in observance of all State Holidays. These closings will be posted at our office, on our website, and on our bills. Our office staff can be reached at (864) 445-9572 during normal office hours. We have technicians on call for after hour emergencies. Please call (864)993-7078 or contact the Sheriff's Department at (864)445-2112 to have a technician assist you in your emergency.

There are several payment options available for you. You may: set up your account for automatic draft (ask clerks for the necessary paperwork or find the paperwork on our website at www.scwsa.com).

pay by check, money order, credit card, debit card, or cash inside our office and at the drive-thru window located at 106 N Jennings Street, Saluda, SC 29138

pay by phone at (864) 445-9572 Option 1 using a debit or credit card (you must have your account number and the last 4 digits of the telephone number we have on file for you to complete payments via our automated telephone system.) With the automated system, you **do not** need to enter the 01-nor any of the zeros preceding the account number. Example: Your bill shows Account # 01-000xxyy, you only need to enter xxyy.

pay by debit card or credit card on our website at SCWSA.com (you must have your account number and the last 4 digits of the telephone number we have on file for you to complete payments via the website). With the automated system, you **do not** need to enter the 01-nor any of the zeros preceding the account number. Example: Your bill shows Account # 01000xxyy, you only need to enter xxyy.

Please understand that for unpaid accounts that reach an outstanding balance of \$300 Saluda County Water and Sewer Authority will remove the meter from the premises. Once the meter has been pulled, you will be required to pay ½ the current tap fee to re-establish service at that location.

The same will hold true for customers requesting to have the meter removed. No matter the circumstances, once the meter is removed, a payment of ½ the current tap fee will be required to re-establish water service.

Be advised, that you may request to have your water service turned off, however, you will still be responsible for the minimum billing each month. Saluda County Water & Sewer Authority relies on your payments in order to maintain lines and pay back loans that have been to install these lines.

We do have a drop box just past the drive-thru window for your convenience. Please be sure that any payment left in the drop box is clearly labeled and identifiable for proper credit to your account. If you leave cash, please make sure that it is securely sealed in an envelope.

SALUDA COUNTY WATER & SEWER AUTHORITY GENERAL POLICY GUIDELINE ACKNOWLEDGEMENT PAGE

I, _____, hereby acknowledge receipt of Saluda County Water & Sewer Authority's General Policy Guidelines pages. I have read and understand these policies and by signing below agree to adhere to these policies.

Customer Signature

Date

SCWSA Signature

Date

PLACE
STAMP
HERE

SALUDA COUNTY WATER & SEWER AUTHORITY

Our Mission

At Saluda County Water and Sewer Authority, we are committed to providing safe, high quality water services to our community, while maintaining a standard of excellence in customer service and environmental conservation

