STATE OF SOUTH CAROLINA )

 ) RESIDENTIAL/COMMERCIAL

COUNTY OF SALUDA ) SEWER CONTRACT AGREEMENT

 THIS AGREEMENT is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between the Saluda County Water & Sewer Authority (hereinafter referred to as the “Authority”), and the Owner of the parcel of land identified by Tax Map Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, South Carolina (hereinafter referred to as the “Owner”).

 (Street Address) (City)

**RECITAL**

 WHEREAS, the Authority owns and operates a sewer transportation system in a portion of Saluda County; and

 WHEREAS, due to the unique design of the sewer system, i.e., the effluent from solids interceptor tanks is collected and pumped through small diameter force mains which are not sized to transport solids to the treatment facility, special conditions must be met by the Owner prior to being permitted to connect to the Authority’s sewer system; and

 WHEREAS, the Owner wishes to convey to the Authority an easement which will provide the Authority the right of ingress and egress across the Owner’s property for the purpose of inspecting the sewer components owned by the Owner as well as providing operation and maintenance services to the Owner’s sewer components should the Owner fail to do so as provided for herein.

 NOW THEREFORE, for and in consideration of the mutual convents contained herein, the parties agree as follows:

**ARTICLE I:**

The Authority Shall:

1. Have no property rights or interests in the on-site sewer components on the Owner’s property.
2. Provide transportation and treatment of the wastewater originating from the residence/business located on the subject property, in an average daily amount not to exceed 400 gallons-per-day (gpd).;
3. Upon installation by the Owner of the necessary sewer components required by the Authority/DHEC regulations, the Authority will inspect the Owner’s pump station and on-site service lines for conformance with the Authority/DHEC standards and specifications.
4. All Costs associated with operation and maintenance of the Owner’s sewer components shall be the responsibility of the Owner, including power costs, pump system repairs, on-site service line repairs, solids interceptor tank maintenance as prescribed by the Authority/DHEC regulations (solids shall be removed from tanks and properly disposed of approximately every three years for residential units and once a year for businesses), pump tank, or any other operation and/or maintenance cost for the Owner’s on-site sewer components. Notwithstanding the above, the Authority will respond in providing necessary operation and maintenance services to the on-site improvements if the property Owner fails to do so. The Owner shall pay the Authority in responding to the necessary repairs, cost equal to two and one-half times the Authority’s direct cost plus all costs incurred by the Authority to correct any and all operation and/or maintenance problems. The Authority shall provide a written

statement outlining the cost incurred which shall be due and payable in its entirety within Thirty (30) days from date of such statement. Failure of the Owner to pay such cost within the Thirty (30) day period shall result in termination of service until such time as payment is made: and

**ARTICLE II:**

The Owner shall:

1. Construct the on-site portion of the sewer system in accordance with the Authority/DHEC standards, specifications, and plans;
2. At the time of final inspection by the Authority, provide to the Authority an accurate “as-built” drawing of the on-site portion of the sewer system;
3. Convey to the Authority an easement(s) for ingress and egress covering an area 7.5 feet on each side of such on-site components (tanks and lines);
4. Provide access to the on-site sewer system and be responsible for the cost of removal and restoration of fences, shrubbery and/or any other site improvements which deny or may impair access to the on-site sewer system components by the Authority for the purpose of inspection, operation and maintenance.
5. Retain ownership of, and be responsible for all costs of operation and maintenance of the on-site components of the sewer system in accordance with Authority/DHEC requirements.
6. Pay applicable service charges to the Authority for services it provides, in accordance with its established schedule of rates and fees. If the Owner’s account becomes delinquent, the sewer service shall be disconnected until such times as past due amounts, along with any other applicable costs, are paid;
7. Pay all appropriate connection charges associated with the provision of sewer service to the specific property prior to connection to the system;
8. Arrange and pay for the electrical service required to operate the sewer pump(s) installed on the Owner’s property; and
9. Ensure that neither solids nor toxic wastes are introduced into the sewer system. Yard and roof drains, catch-basins, other sources of storm water, swimming pools and heat pumps shall not be connected to any component of the sewer system. Oil, grease, or any petroleum product shall not be introduced into the sewer system. Violation of these provisions shall result in sewer service being discontinued until violations have been corrected, and shall expose the customer to other possible legal actions by the Authority including the imposition of fines in accordance with the provisions of law.
10. Agree to connect to the Authority’s water system if or when it is available, and to pay the associated connection and users fees that are applicable.
11. If the Authority’s water system is not available for connection, the Owner agrees to allow the Authority to install a water meter on the water supply line that feeds the Owner’s home for the purpose of measuring consumption to calculate appropriate monthly sewer charges. The Owner agrees to pay for the water meter based on the associated connection fees.
12. Execute an Easement in a form satisfactory to the Authority to comply with Article II, Sections 3 and 4.
13. This agreement is binding on the Owner, his heirs and assigns.

SALUDA COUNTY

WITNESSES: WATER & SEWER AUTHORITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES: PROPERTY OWNER(S)

(#1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(#2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_