



## SEWER SERVICE AGREEMENT

This Agreement between \_\_\_\_\_ as Customer (if more than one, collectively referred to herein as Customer) and Newberry County Water & Sewer Authority (NCWSA) the owner and operator of the public sewer system (System) serving the following property:

**Service Address:**

**Billing Address:**

**TMS Number:**

WHEREAS, the undersigned Customer has obtained all necessary permits and easements to construct a sewer service line from the designated property to an existing sewer line on NCWSA's system to be connected at an agreed point, and the Customer has paid an NCWSA sewer tap fee of \$ \_\_\_\_\_

WHEREAS, NCWSA has received the Customer's request for service and finds it desirable to provide service subject to certain conditions and stipulations.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following **Conditions of Service:**

1. Receiving Service from the System (whether or not such Service is authorized) will constitute conclusive evidence that the Customer has accepted and intends to be bound by NCWSA's Sewer Use Ordinance and all other NCWSA Policies as they may be amended from time to time.
2. The Customer will not exceed the permitted flow of \_\_\_\_\_ GPD. Any additional usage shall be subject to additional charges as determined by the NCWSA.
3. In accepting Service, the Customer grants NCWSA, without charge, necessary rights-of-way and trimming and clearing privileges for its facilities along, across and under property controlled by the Customer to the extent that such rights-of-way and clearing are required or necessary to enable NCWSA to supply Service to the Customer or to operate, repair, maintain or replace facilities providing Service to the Customer. The Customer also grants NCWSA all rights-of-way required to continue or extend NCWSA's facilities on, across, or under the Customer's property to serve other Customers from those facilities.
4. The Customer shall install, operate and maintain all piping, tanks, pumps and related equipment located beyond the service stub-out. All materials and construction shall conform to NCWSA standard specifications, SCDHEC regulations, and all other regulatory agency regulations.

5. In accordance with SCDHEC regulations, NCWSA accepts responsibility for the maintenance of individual pump station service connections and shall facilitate the maintenance of such.
6. The cost of maintaining the piping, tanks, pumps and related equipment shall be paid by the Customer. Failure to pay for services rendered shall result in termination of Water and Sewer Service.
7. The Customer shall not make or allow any connection to or extension of the Customer's service line for the purpose of supplying Service to another Customer. A Customer may not serve more than one (1) single-family residential dwelling through one (1) Sewer Service Line.
8. NCWSA reserves the right at any time, without notice, to interrupt service for maintenance, repairs, or extensions without liability to the Customer for damages resulting there from.
9. The Customer will not introduce toxic waste, oil, grease, gasoline, or other petroleum products, or organic compounds into NCWSA's sewer system. Yard and roof drains, catch basins, swimming pools, and other sources of storm-water are not permitted to discharge into the system. Violation of these conditions may result in termination of sewer service until such violations have been remedied, and may subject the Customer to fines, civil suit for damages, or other legal actions.
10. The Customer will notify NCWSA (803-276-7020) promptly in event of any indication of leaks, unusual odors, or other evidence of impending failure of NCWSA's system.
11. The Customer will be responsible for remediation of the Public Owned Treatment Works (POTW) for any contamination which impacts the System, found to have been proximately caused by discharges in the system from the Customer's property, and to pay all costs thereof, including legal fees if necessary, to enforce this covenant.
12. The terms and conditions of this agreement shall be binding on the parties, their heirs, successors, and assigns.

**By signing below, the parties hereby agree to NCWSA's Conditions of Service**

Customer: \_\_\_\_\_ Date \_\_\_\_\_

NCWSA: \_\_\_\_\_ Date \_\_\_\_\_

## **Water and Sewer Tap / Billing and Inspection**

Procedure for obtaining water and sewer service:

- Customer will complete the required water and/or sewer service application at the NCWSA office and pay required tap fees.
- NCWSA will issue a work order to install water and/or sewer taps.
- NCWSA personnel will execute work orders for taps in the order received and at the earliest date possible.
- Minimum water and sewer charges will be billed upon completion of the water and/or sewer tap.
- Upon completion of the final sewer service connection, the Customer must contact NCWSA to schedule a final inspection of all sewer service components.
- Upon receiving a satisfactory final inspection, the Customer will receive a billing credit for the sewer charges incurred during the time between initial billing and the actual use of sewer service.
- The Customer will not receive this credit if sewer service is utilized prior to receiving a satisfactory final inspection.

I have read and agree to the conditions above.

\_\_\_\_\_

Date: \_\_\_\_\_