

Beech Island Rural Community Water District

630 Beech Island Avenue Beech Island, SC 29842

Phone (803)827-1004 Fax (803)827-0816

WATER USER / TAP AGREEMENT $\frac{3}{4}$ OR 1 INCH

ACCOUNT NUMBER: _____

This agreement between the Beech Island Water District, organized and existing under and by virtue of the laws of the State of South Carolina, herein called the District, and _____, a User of the District, herein called a User. Service Address: _____ Billing Address: _____

WITNESS; WHEREAS, the user desires to purchase a farmstead and domestic water from the District and to enter into a water users agreement as required by the By-Laws of the District.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed that the District shall furnish, subject to the limitations hereinafter provided for such quantity of water for domestic and farmstead purposes as the user may desire in connection with his/her occupancy of his/her property.

The District shall have final jurisdiction in any question of location for any service line connection to its distribution systems, subject to any necessary permit by the South Carolina Board of Health and South Carolina Highway Department, and shall determine the allocation of water to users in the event of a water shortage; may shut off the water to a user who allows a connection or extension to be made to his/her service line for the purpose of supplying water to another user who violates the by-laws of the District or who becomes ineligible for such service.

The District shall install a shut-off valve and nipple (new taps only) on the user's side of the meter and it will be the user's responsibility to maintain thereafter. The user will be responsible for installation of pressure-reducing valves (PRVs) where necessary.

The District shall no longer install pressure regulators or maintain existing pressure regulators. The User shall purchase, install and maintain at his/her own expense a regulator, if he/she feels that it is needed to regulate the pressure at the residence.

The user shall install and maintain at his/her own expense a service line which shall begin at the water meter; also a cut-off valve to protect from water damage. The user will be responsible for the maintenance of his/her line. The District will not be responsible for any water damage to property.

The user shall purchase, install and maintain a residential dual check valve to protect against backflow to the potable water supply if a lawn irrigation system is used.

The user shall not connect any additional dwelling or residence to be served through his/her meter. In the event that a secondary dwelling or residence is presently being served through a meter, the disconnection of such secondary dwelling or residence for a period of thirty (30) consecutive days shall be considered an abandonment of such usage and the same may not be reconnected. NOTE: $\frac{3}{4}$ "is for 1 unit only; 1" is up to 12 units

The user is responsible for malicious damage/vandalism to Beech Island Water-owned property/equipment (e.g., meter, meter box, back-flow preventer, lines and valves). The user will be held liable for repair/replacement cost. If reinstatement is requested, a new tap fee would be paid.

The user will pay all water/sewer charges duly imposed and understand that failure to do so will result in a cut-off of service with the meter removed. Rate information is available upon request.

By signing this application for water service, the applicant agrees to pay all costs of collection of the applicant's unpaid water bills. The Beech Island Rural Community Water District has the right to pursue through 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 the Beech Island Rural Community Water District 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 the Beech Island Community Water District. If the Beech Island Rural Community Water District chooses to pursue debts in a manner other than setoff, the applicant agrees to pay the costs and fees associated with the selected manner as well.

PLEASE CIRCLE ALL THAT APPLY:

Hispanic *Latino* *White* *Black/African American* *American Indian/ Alaska Native*
Asian *Native Hawaiian* *Other Pacific Island* *Other*

Female *Male*

DL# _____

SS# _____

PH# _____

Signature

****To establish service you must provide a valid Driver's License or Picture ID along with a Social Security Card or a legally document that provides proof of your Social Security Number. Required copies will be made for the Setoff Debt Collection Program.**

STATEMENT OF NONDISCRIMINATION

In accordance with Federal Law and U.S. Department of Agriculture Policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age or disability (Not all prohibited bases apply to all programs.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442 or email at program.intake@usda.gov.

PAYMENT SCHEDULE:

- YOU WILL RECEIVE A BILL ON OR AROUND THE 1ST OF THE MONTH. FAILURE TO RECEIVE A BILL DOES NOT EXCUSE NON-PAYMENT.
- CURRENT CHARGES ARE DUE ON THE 15TH OF THE MONTH.
- A 20% PENALTY WILL BE ADDED ON BALANCES NOT PAID BY THE 15TH OF THE MONTH.
- AN ADDITIONAL LATE FEE OF \$50 WILL BE ADDED ON BALANCES NOT PAID BY CLOSE OF BUSINESS THE 24TH OF EACH MONTH REGARDLESS OF WEEKENDS OR HOLIDAYS. NO EXCEPTIONS.
- WATER SERVICE WILL BE DISCONNECTED (CUT-OFF) ON THE 25TH OF EACH MONTH OR THE 1ST BUSINESS DAY AFTER WITH UNPAID BALANCES.

PAYMENT OPTIONS:

- AUTOMATIC BANK DRAFT-NO CHARGE
- ACCEPTED FORMS OF PAYMENTS CASH, CHECK, MONEY ORDER, VISA/MASTERCARD OR CHECK CARD. YOU MAY LEAVE A CHECK OR MONEY ORDER IN THE DROP BOX LOCATED JUST PAST THE DRIVE-THRU WINDOW, PLEASE INCLUDE YOUR BILL OR THE CORRECT WATER ACCOUNT NUMBER.
- PAYMENT BY CREDIT CARD OR CHECK CARD WILL INCUR A \$3.00 SERVICE CHARGE. PAYMENTS OVER \$1000.00 WILL INCUR A 3% SERVICE CHARGE.
- ONLINE PAYMENTS MAY BE MADE AT www.biwater.org BY CLICKING ON THE ONLINE TAB FOR SECURE UTILITIES. PLEASE CONTACT THE WATER OFFICE FOR YOUR PIN NUMBER TO ACCESS YOUR ACCOUNT. THERE IS AN ADDITIONAL CHARGE OF \$2.25 TO PAY ONLINE.
- WHEN MAILING PAYMENTS PLEASE INCLUDE THE PAYMENT STUB PROVIDED.

RETURN CHECK POLICY:

- THERE WILL BE A \$35 SERVICE CHARGE ACCESSED ON RETURNED CHECKS.
- IF THE RETURN CHECK IS WRITTEN ON CUT-OFFS THERE WILL BE AN IMMEDIATE DISCONNECTION OF SERVICE WITH NO NOTIFICATION AND AN ADDITIONAL \$35 SERVICE CHARGE.
- THE ACCOUNT WILL BE PLACED ON A NO CHECK POLICY FOR ONE YEAR.

AFTER HOUR SERVICE:

- AFTER REGULAR OFFICE HOUR'S SERVICE FEE IS \$100 IF THE EVENT DOES NOT PERTAIN TO THE DISTRICTS SIDE OF THE METER.
- FOR SECURITY REASONS NO CALL OUTS WILL BE PERFORMED AFTER 9 PM.

BY INITIALING I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE

X _____

Beech Island Rural Community Water District

630 Beech Island Avenue Beech Island, SC 29842

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SEWER USER AGREEMENT

This agreement entered into between Beech Island Water District hereinafter called the District and _____, hereinafter called a User.

WITNESS; WHEREAS, the user desires to purchase sewer service from the District and to enter into a sewer user agreement as required by the By-Laws of the District.

The District shall furnish, subject to the limitations set out in the Local, State and Federal Regulations and By-Laws and/or Rule and Regulations now in force or has hereafter amended, such quantity of sewer service as users may desire in connection with User's occupancy located at _____.

The User agrees to grant the District its successors and assigns a perpetual easement on, over, under and upon the above described land, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair and remove sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress and egress from the above described lands.

The User shall install and maintain at his/her own expense a sewer discharge line from this business or dwelling to the District's collection line.

The User agrees to pay a non-refundable connection fee of \$ _____ and a tap fee of \$ _____. Also, sewer capacity fee of \$ _____ and maintenance fees of \$ _____.

The User agrees to pay for such sewer services at such rates, time and place as shall be determined by the governing body of the District.

The User shall not connect any additional dwelling, residence or business to be served through his/her discharge line without the written approval of the District.

The District shall have jurisdiction in any question of location of any discharge line connection.

Sewer charges to the User shall commence on the date service is made available, regardless of whether the party uses the sewer.

The failure of a user to pay sewer charges duly imposed shall result in the automatic termination of service.

Signature

Date