

Calhoun County Municipal Water

Office Locations

1722 Old State Road

Gaston, SC 29053

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WATER USERS AGREEMENT

This Agreement entered into between the Calhoun County Municipal Water System and the customer.

WHEREAS, the Customer desires to purchase water from the County and to enter into a Water Users Agreement. 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:

The County shall furnish, subject to the limitation ordinance and regulations in force or as hereafter amended such quantity of water as the customer may desire in connection with customer's occupancy of the following described property:

Resident Name _____

Business Name (if applies) _____

Property Address _____

Home Number _____ Cell Number _____

Mailing Address (if different) _____

Driver's License # _____ SS # _____

Name & Address of Closest Relative _____

_____ Phone _____

The customer shall install and maintain at the member's expense a service line, which shall begin at the meter and extend to the dwelling or place of use. The service line shall begin at the meter to the dwelling or place of use. The service line shall connect with the distribution system of the County at the nearest place of desired use by the customer, provided the county has determined in advance that the system capacity to permit delivery of water at that point.

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The customer agrees to comply with and be bound by ordinances, rules and regulations of the County in force or as hereafter duly and legally supplemented, amended, or changed. The customer also agrees to pay for water at such rates, time and place shall be determined by the County and agrees to the imposition of such penalties for noncompliance as are now set out in the rules and regulations, or which may be hereafter adopted and imposed by the County.

The customer agrees to pay a tap fee for a ¾ inch meter in the amount of \$850.00 and a deposit in the amount of \$100.00. In the event service to the customer is terminated, either voluntarily by the customer, or by the County for cause, the deposit shall be held and applied by the County to any unpaid balance then owing on the customer's account. Should the account be fully paid at the time of termination of service to the member, the deposit shall be refunded by the County within a reasonable time thereafter.

The County shall purchase and install a water meter and meter box in each service. The County shall have exclusive right to use the water meter. It is recommended that the customer purchase an individual pressure-reducing device (regulator) for his service. This device will be placed in the member's side of the meter and upkeep shall be the customer's responsibility. Also, a cut off valve at the tap is recommended in case of a water break on your end of the tap. All customers are required to place valves in the line on their side of the meter making it possible for the customer to cut off the water supply when desired.

The County shall have final authority in any question 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 another user unless approval is first received from the County. In the event there is a shortage of water, the County may prorate the water available among the various customers in such basis as is deemed equitable by Council for Calhoun County, and may also prescribe a schedule of hours covering use of water for garden purposes by particular customers and required adherence thereto or prohibit the use of water for garden purposes provided that if at any time the total water supply shall be insufficient to meet all of the needs of all customers for both domestic and livestock purposes before supplying and water for garden purposes.

The customer shall connect the service lines to the County'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 County. Water charges to the customer shall commence on the date service made available, regardless of whether the meter is connected to the system. In the event the customer shall breach this contract by refusing or failing, without just cause to connect a service line to the County's distribution system as set forth above, the customer agrees to pay the County a lump sum of Three Hundred Dollars (\$300) as liquidated damages in that a breach by the customer in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimates, and agreed upon said sum in an attempt to make reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

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I understand if the County cuts my water off for non-payment it is illegal on my part to cut the water back on and I will be fined accordingly. I understand if the county cuts my water off for non-payment; I will have to pay the bill with the past due charges plus a \$50 reconnection fee.

Residential Water Leak Adjustment Policy: An adjustment of charges exceeding a billing cycle annual average consumption caused by a leak or broken water pipe will be adjusted to 50%. The 50% adjustment will not be made lower than the average water bill of the customer. In the case of the bill being \$400 or more, an adjustment will be made making your bill \$200. This bill will not be reduced any lower than \$200. The leak must be promptly repaired and any requested adjustment must be submitted within 30 days after the end of the billing cycle in which the leak was repaired with a receipt showing the person that repaired it or from a supply company showing that parts were purchased for repair. By applying for this adjustment the Public Works representative has the right of access and inspection to determine that the leak was repaired. This is a ONE TIME ADJUSTMENT per 12 month period at the discretion of the Public Works Director.

I have recently expressed my desire to become a water user on the Calhoun County Municipal Water System by signing a Water User Agreement. As a demonstration of my sincere interest in the water system and full intent to utilize the water once it might be made available, I have paid in full to an official of the Calhoun County Water System an \$850.00 tap fee. Billing will be bi-monthly except in the Stumphole area and lower part of the county which will be monthly.

I certify by my signature on this date that I fully understand this User Statement and intended purpose.

Please return the User Agreement with your payment. If any questions, please do not hesitate to call us. Thank you.

Signature _____

Date _____

Office Use Only

Location # _____

Meter Reading # _____

Account # _____