



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

SANITARY SEWER SERVICE AGREEMENT

This agreement entered into this ____ day of _____, _____ by and between _____, hereinafter known as the Customer, and The County of Richland, State of South Carolina , hereinafter known as the County.

WHEREAS, the Customer resides at property described as _____ Richland County TMS _____ and desires sanitary sewer service to said property.

WHEREAS the County 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 as follows:

1. The Customer will construct and/or maintain the onsite sewer system that consists of all necessary sewer mains-service lines, pump stations for force main service connection and/or gravity service connection and appurtenances required to serve this parcel. All materials and construction shall conform to Richland County, SCDHEC, and all other regulatory agency regulations.
2. The Customer will own, and/or operate and maintain all on-site sanitary sewer components and be responsible for all costs associated with the operation and maintenance of said components, including electrical service, in accordance with County/SCDHEC requirements. Notwithstanding the above, the County shall respond in providing necessary operation and maintenance services to the sewer mains, service lines, pump stations and appurtenances if the property Customer fails to do so. The Customer shall pay the County, in responding to the necessary repairs, the County’s direct costs plus all costs incurred by the County to correct any and all operation and/or maintenance problems.
3. The County shall provide a statement outlining the costs incurred, which shall be due and payable in its entirety within thirty (30) days from the date of such statement. Failure of the Customer to pay such costs within the thirty (30) day period shall result in termination of service until such time as payment is made. The Customer agrees and understands that Richland County has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the Customer through offset of the Customer’s state income tax. If Richland County chooses to pursue debts owed by the Customer through the Setoff Debt Collection Act, the Customer agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue.
4. The Customer will comply with all fees, rate schedules, rules, regulations and ordinances of Richland County in connection with this service. If the Customer’s account becomes

delinquent, the sewer service shall be disconnected until such time as past due amounts, along with any other applicable costs, are paid.

5. The Customer will not allow any connection to this sewer system without prior approval of Richland County.
6. The County reserves the right at any time, without notice to interrupt service for maintenance, repairs or extensions without liability to the Customer for damages resulting therefrom.
7. The Customer will provide ingress and egress across this parcel to the on-site sewer system and be responsible for the cost of removal and restoration of fence, shrubbery an/or any other site improvements, which deny or impair access to the on-site sewer components.
8. The Customer agrees to release and hold harmless Richland County and its agents, officers and employees from and against any action for loss, personal injury and/or property damage sustained by reason of its exercise of the services expressed or implied within this agreement.
9. The Customer will not exceed the permitted flow of _____. Any additional usage shall be subject to additional charges as determined by the County.
10. No credit will be given for vacancies.
11. The Customer will pay an initial tap fee of \$_____.
12. The terms and conditions of this agreement shall be binding on the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 20____.

SEAL

RICHLAND COUNTY UTILITIES

CUSTOMER/S
