

THE FAILURE OF A CUSTOMER to pay water charges shall result in the imposition of the following penalties:

1. Non-payment within five (5) days from the due date will be subject to a penalty of 10% of the delinquent account.
2. Non-payment within thirty (30) days from the due date will result in the water being shut off and locked from the customer's property.
3. In the event it becomes necessary for SWI to shut off the water from the customer's property, the current fee as established by the Board of Trustees will be charged for reconnection of the service and such fee must be paid prior to reestablishment of service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____ 20_____.

CUSTOMER/ACCOUNT HOLDER/MEMBER

CUSTOMER/ACCOUNT HOLDER/MEMBER

Initial receipt of application and customer policy

Scioto Water Representative

Scioto Water, Inc. is an equal opportunity employer and complies with all Federal and State laws, regulations and executive orders regarding affirmative action requirements. In order to assist Scioto Water Inc. in meeting its equal opportunity and affirmative action responsibilities, ethnic minorities, women and other protected classes are encouraged to identify themselves as such on this sheet. This information is used only for Equal Opportunity and Affirmative Action purposes. The applicant may refuse to provide this information or may voluntarily provide it. If the applicant chooses not to complete the form, Scioto Water, Inc. will complete the form according to their observation of said applicant.

Please Mark the Appropriate Box

Gender		Disability		Ethnic Background					
Male	Female	Yes	No	Asian	American Indian Or Alaskan Native	Black/ Non-Hispanic	Caucasian/ White Non-Hispanic	Hispanic	I do Not Wish to Answer
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

Observation Comments _____

Scioto Water Inc is an Equal Opportunity Provider and Employer



1-800-750-0750 TTY/V

• Revised 04/17/22

THE CUSTOMER SHALL

1. Install and maintain at the customer's expense, a service line which shall begin at the end of the meter pigtail and extend to the dwelling or place of use. Water service must be separately metered for each house, trailer, or other living unit. The customer shall install a shut-off valve, a check valve (dual check valve for businesses), a pressure reducing valve and expansion tank as required by SWI.
2. Not place a fence between the meter setting and the residence so that the fence would have to be breached to read or service the meter.
3. Keep the area around the meter setting clear of dirt, vehicles, foliage, etc. and shall be financially responsible for having the meter raised or lowered from the initial setting as a result of landscaping, for any damage to the setting as a result of property maintenance or construction, and for SWI's charges for clearing the area due to lack of maintenance by customer. Relocation of the water meter, after is set, due to property boundaries, final grade or driveway relocation, or any other circumstance, will be at my cost.

SWI SHALL

1. Purchase and install a cutoff valve and a water meter in each service line to which SWI has exclusive use.
2. Have the 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 to another property or unit. In the event the total water supply shall be insufficient to meet all the needs of the customers, or in the event there is a shortage of water, SWI may prorate the water available among the various customers on such basis as is deemed equitable by the governing board, and may also prescribe a schedule of hours covering use of water for garden purposes by customers and require adherence thereto or to prohibit the use of water for garden purposes, washing cars, watering lawns, etc. provided that if at any time the total water supply shall be insufficient to meet all the needs of all the customers, SWI shall supply water to *the customers in the following order of priorities: (1) domestic purposes (2) livestock purposes (3) garden, lawn or washing vehicles, etc.

THE CUSTOMER ACKNOWLEDGES that SWI does not warrant any type of fire protection as a part of this agreement and the customer expressly releases SWI from any and all claims which might hereafter arise due to loss by fire, or incident thereto, should either the water pressure, water supply, or water hydrant fail or prove insufficient to extinguish any fire.

IN THE EVENT THAT WATER SERVICE CANNOT BE MADE AVAILABLE by SWI to the customer for reasonable cause, SWI shall have the right to terminate this agreement by delivering written notice to the customer at the earliest possible date.

THE GOVERNING BOARD OF TRUSTEES OF SWI shall have the authority to terminate this agreement in the event that the customer violates any of the term(s) of this agreement and, in such event, the customer shall not be entitled to receive nor SWI obligated to supply, any water under this agreement. If the customer thereafter complies with the terms of the agreement, pays all water charges in arrears, all penalties levied against him and the reinstallation fee provided in SWI's Rules and Regulations, he shall then be entitled to a resumption of water service subject to all regulations of SWI.

WITNESSETH:

Whereas SWI is owner and operator of a rural water system which is organized pursuant to ORC Section 1702.01 and 5709.111, and whereas the customer desires to purchase water from SWI and to enter into a water user's agreement as required by the Amended Bylaws and/or Rules and Regulations of SWI.

NOW THEREFORE in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto, as set forth above and as follows;

SWI shall furnish subject to the limitations set out in the Amended Bylaws and Rules, Regulations, and Policies now in force as hereafter amended, such quantity of water as the customer may desire in connection with customer's occupancy.

THE CUSTOMER AGREES

1. To grant to SWI, its successors and assigns, a perpetual consent, if required (Form FmHA 442-20) in, over, under and upon the above-described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the customer for the purpose of ingress to and egress from the above-described lands.
2. To comply and be bound by the Amended Bylaws of SWI and its Rules, Regulations, and Policies now in force.
3. Those purchasing new taps or new owners will pay the minimum for water for a two-year period even if not connected to the service. If still not connected after the two-year period, they will pay \$12.50 indefinitely. To pay for water at such rates, time and place as shall be determined by SWI and agree to the imposition of such penalties for noncompliance as are now set out in SWI's Rules and Regulations and Policies or which may hereafter be adopted and imposed by SWI.
4. That no other present or future source of water will be connected to any water lines served by SWI's water lines and will disconnect from the present water supply prior to connecting and switching to SWI's system and shall eliminate their present or future cross-connections in the customer's system. THERE WILL BE NO CROSS-CONNECTIONS BETWEEN SWI'S WATER LINE AND PRIVATE WELLS OR CISTERNS.
5. SWI shall have exclusive ownership and right to use and install a meter, meter base and enclosure vault and any and all related fixtures for each service, as well as the right to permanently continue the placement of any such installation or the replacement of the installation on the subject real estate regardless of change in ownership or occupancy of the subject real estate, and regardless of activity in the subject account. The customer shall be solely liable for any damages to SWI equipment located on customer's real estate.
6. In the event SWI should terminate its furnishing of water to subject premises by reason of customer's failure to comply with any term or condition of this agreement, including but not limited to provisions pertaining to the payment for water services, or in the event that customer should terminate further supply of water to the subject premises, then in either such event, any amount owed to SWI in the customer's name must be satisfied prior to any further furnishing of water to the customer at any other SWI account. This provision shall apply to all persons who have executed the water user's agreement as a customer.

SWI Account Number # _____

Paid ____ NC ____ (reason) _____

SCIOTO WATER, INC.
P.O. BOX 1001
FRANKLIN FURNACE, OHIO 45629
740-354-9140 1-800-354-0118

PLEASE READ BEFORE SIGNING:

1. I understand that at the time of filing the water user's agreement with Scioto Water, Inc., I must present proof of ownership of the property for which the water user's agreement is given. I further understand and agree, that as the owner of the property described on this water user's agreement, that I will pay or be responsible for payment of water delivered to the service address at the point of connection to the service line of Scioto Water, Inc. at the rate then existing and according to such payment schedules, terms and conditions as established by Scioto Water, Inc., regardless of the party or parties using or consuming the water being supplied.
2. I further understand that it is my responsibility to ensure all final bills are paid by the previous owner prior to assuming ownership. If uncollected, those accounts will be charged to my account after thirty (30) days. If after six months a bill is still owed on an account the tap may be pulled at the corp.

WATER USER'S AGREEMENT

This agreement is entered into between Scioto Water, Inc., a non-profit corporation, hereinafter referred to as SWI, and _____, (applicant's name), _____ (Social Security No.) and/or _____ (driver's license #) _____ (State), member and/or water user of the association, and his or her heirs and assigns, hereinafter called the customer.

Other adults residing at residence: _____

Home Phone No.: _____ Cell Phone No. _____ Other Phone No. _____

Present address of property to be serviced: _____

Billing address, if different from property to be serviced: _____

If the above property has been recently transferred, previous owner: _____

Moved In: _____ Final: _____ Acct Balance: _____

Easement provided (circle one) YES NO

Deed or Closing Statement provided (circle one) YES NO

Insurance (circle one) YES NO Initial _____