

LANCASTER COUNTY WATER AND SEWER DISTRICT
WATER AND WASTEWATER DEVELOPER POLICY

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Effective Date: This Policy shall take effect on the 10th day of February, 2004.

ATTEST:

Chairman

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PREFACE

The purpose of the Lancaster County Water & Sewer District (District) Water and Wastewater Developer Policy (Policy) is to set forth the requirements which real estate developers of all residential, commercial, and/or industrial properties must satisfy in order to extend water and/or wastewater lines within Lancaster County. The Policy was adopted with the intention of the District to balance the needs of each development project in maintaining uniform standards and an orderly procedure.

The standards and procedures established by this Policy are applicable to all utility contractors, engineers, developers, and other professionals which design, install, or cause to be installed water and/or sewer facilities that connect to the District's water and/or wastewater system(s). The uniform standards and professional processes set forth herein are to ensure that the water and wastewater systems extended pursuant to this Policy provide years of low-cost maintenance for the District and uninterrupted service to the customers of the District.

Although substantial effort was made to ensure that this Policy was comprehensive and reflective of the District's requirements for developers that wish to connect to the District's water and/or wastewater system(s), other rules and regulations may be applicable, or may be adopted hereafter as amendments hereto or as separate policies. Furthermore, this Policy will be updated on a regular basis. As a result, contractors, engineers, developers, and other professionals are encouraged to contact the District on a regular basis to ensure that they are in compliance with the most current standards and processes. The District reserves the right to revise this Policy and any other related policies in order to ensure the integrity of the District's utility system.

CHAPTER 1 - DEFINITIONS AND INSTRUCTIONS

1.1 - Interpretation of Certain Terms or Words

Except as specifically defined herein, all words used in this Policy shall be given their plain, common, ordinary and customary dictionary definitions. For the purposes of this Policy, certain words or terms used herein are defined as follows:

Words used in the present tense include the future tense.

Words used in the singular include the plural and words used in the plural include the singular.

The word "shall" is mandatory.

The word "may" is permissive.

The word "person" includes individuals, sole proprietorships, partnerships, limited liability companies, limited liability partnerships, professional corporations, professional associations, nonprofit entities, economic development entities, units of local government (except for District) and corporations.

1.2 - Definitions

Backflow shall mean the flow of any substance from a customer's property back into the District's water distribution system. Backflow can result from improper connection of pressurized equipment to the plumbing system or from accidental pressure drops in the District's water distribution system which can be caused by pipe breaks or other equipment failure. Backflow of contaminated water into the public system can create a hazardous situation to other District customers.

CEU shall mean Commercial Equivalent Unit.

Contractor shall mean a person or entity authorized by the State of South Carolina Licensing Board for Contractors to perform or undertake construction within the State. The term Contractor shall include any person which installs water and sewer lines, pump stations, lift stations, and any water and/or wastewater facilities, including appurtenances thereto.

All Contractors shall be required to present to the District their current license number, classification and sub-classifications as listed with the South Carolina Licensing Board.

No Contractor shall contract or subcontract any water and/or wastewater work to another person without the written consent of the District.

Should the District discover that a Contractor has subcontracted all or part of a water and/or wastewater job in Lancaster County without the written consent of the District, the Contractor and subcontractor may be restricted from receiving any water and/or wastewater work approvals from the District. In addition, a stop work order may be issued on any work in progress in violation of this requirement.

Contractors or subcontractors which have not previously performed work on water and sewer systems conveyed to the District may be required to submit contact names and telephone numbers for referrals in order to assist the District in determining the competency of the Contractor to construct water and/or wastewater facilities to be dedicated to the District.

Any Contractor which, in the sole opinion of the District, has not performed work in compliance with the terms of this Policy and any other applicable rule, regulation or policy of the District or any regulatory agency, including, particularly, the standards specified by the District, without substantial administrative follow-up may be restricted from future work on any utility systems which are or may be connected to the District system(s). A notice of such restriction shall be sent by the District to the Contractor via registered mail, return receipt requested.

Developer shall mean any person, as defined herein, improving or otherwise developing real property for commercial, industrial, or residential purposes.

Development shall mean real property improved for commercial, industrial, or residential purposes pursuant to this Policy.

District shall mean the Lancaster County Water & Sewer District.

Engineer shall mean a person licensed as a professional engineer in good standing with the South Carolina Board of Engineering Examiners.

Encroachment shall mean an agreement with the SCDOT or railroad to place water and/or wastewater facilities within their right-of-way.

Extension shall mean a new or proposed water and/or wastewater main.

Final acceptance shall mean a documented agreement between the District and the contractor or developer of a project that the work is satisfactorily completed and that there are no outstanding claims or deficiencies. Completion of the project may also

involve submittal of as-built drawings or other documents that are required by contractual agreement.

Fire line shall mean a water service requested and installed for the purpose of providing enhanced fire protection to an individual property.

Fire Protection shall mean provision of adequately sized water mains, water volumes, and fire hydrants at suitable intervals to allow use by fire departments in fighting fires. The level of protection varies with land use and development type.

Gravity sewer system shall mean the normal type of wastewater collection system that relies on the natural, downhill flow of wastewater through pipes constructed along drainage patterns and creeks to a wastewater treatment facility.

Interceptor shall mean a larger sewer pipe usually constructed along a major creek which collects wastewater flow discharged from trunk mains. Interceptors are sometimes also referred to as “outfalls”.

Irrigation service shall mean a water service requested and installed for the purpose of irrigating lawns or property. Water provided through such a device does not return to the wastewater collection system.

Land Surveyor shall mean a person registered as a land surveyor in accordance with applicable South Carolina law.

Lot shall mean a parcel of land, capable of depiction on a plat, which is used or shall be used as a building site or which is intended to have water and/or wastewater service extended to any improvement thereon, now or in the future.

Low pressure wastewater system shall mean a type of wastewater collection system which utilizes individual pumping by each property owner into a common force main.

Permits shall mean documentation of permission by Federal, State, and/or local agencies which have regulatory jurisdiction over the construction and operation of water and/or wastewater utilities or expand or modify the public water and/or wastewater system.

Plat shall mean a map or drawing of real estate, including a development plan, which is or shall be presented to one or more government entities for review, approval and/or recordation.

Private Right of Way or Easement shall mean a right-of-way or easement (including an encroachment agreement) which has been granted by a private landowner, the State or any agency to the District for the use by the District in furtherance of its operations. Such Private Right of Way or Easement shall be deemed dedicated for public use. For an example of the standard private right-of-way form required by the District, see Appendix

1 of this Policy, which the District reserves the right, in its sole discretion, to amend or modify at any time.

Public Right-of-Way or Easements shall mean any street rights of-way, encroachment permits or any other right-of-way granted to the District by a political subdivision or unit of government.

Public water and/or wastewater system shall mean the water and/or wastewater pipes, storage facilities, pumping stations, lift stations, treatment facilities and appurtenances that are owned, operated, and maintained by Lancaster County Water & Sewer District.

REU shall mean Residential Equivalent Unit.

Subdivision shall mean the division of any real estate, including, but not limited to, a tract, parcel, or lot, into two or more lots or building sites, or other divisions of real property, whether residential, industrial, or commercial, for the purpose of constructing improvements, now or in the future. The term Subdivision includes all division of land which may involve a new street or change in existing streets, and a re-subdivision, where appropriate. Subdivision shall also refer to uses of land such as mobile home parks, multi-family projects, townhouses or Planned Development Districts. Subdivision is to be given the broadest possible meaning so as to encompass the division of any real estate which could be improved to require the extension of water and/or sewer facilities thereon or thereto.

Subdivider shall mean any person, as defined herein, subdividing real estate within Lancaster County.

Total cost of project shall mean the total cost of completing a project including planning, design, surveying, drafting, inspection, administration, acquisition of right-of-ways, legal services, environmental studies, permits, construction, and all other costs necessarily incurred between project initiation and final acceptance.

Transmission main shall mean a water main constructed primarily for the movement of water from one area to another. Transmission mains usually supply water to smaller street mains.

Treatment facility shall mean a plant designed and constructed for the purpose of removing pollutants and/or other impurities from wastewater or from raw water.

Tributary shall mean a stream or pipe which flows by gravity or is pumped into another stream or pipe.

CHAPTER 2 - DEVELOPERS' PROCEDURES

Preface: The procedures set forth in this policy shall be followed by all Developers planning and/or constructing any water and/or wastewater main line extension(s) serving any individual or multi-unit development which is or at any future point shall be dedicated to the District's system(s).

The following is the sequence of events which the Developer must follow in order to comply with this Policy:

1. Submission of Letter of Intent, as defined below to the District Office with the Sketch Plan.
2. Submission of Administrative Fee with Letter of Intent.
Note: Developers shall pay the current rates and charges in force at the time the Letter of Intent is submitted.
3. District invoices Developer for ½ of Capacity Fees in effect at the time of Letter of Intent submittal for the amount of lots requesting allocation.
4. Developer's submittal of ½ of Capacity Fees for the number of units requesting allocation.
5. District's response to the Letter of Intent.
6. Preliminary Plan and Construction Plan submission.
7. Pre-Construction Conference.
8. Service authorization.
9. District acceptance of the utility system(s).
10. Submittal of remaining Capacity Fees and other fees in effect at the time of meter request.

2.1 Letter of Intent and Sketch Plan

A. Letter of Intent

A Developer shall file a letter of intent to develop with the District (Letter of Intent) (See Appendix 4). The Letter of Intent with the required \$100 Administrative Fee shall be forwarded to Attention: Water Superintendent, Lancaster County Water & Sewer District, P.O. Box 1009, Lancaster, S.C. 29721. The Letter of Intent shall include the following information:

1. Name of Developer, development firm, designated contact person or project manager;
2. Name and address of the owner(s) of the property to be developed, as stated on the deed of such property;
3. Identification of property to be developed by tax map number, block parcel number, date of sale, deed book and page number, grantor, subdivision name and number of lots and/or units. A general plat of property shall be included with the Letter of Intent, which plat shall contain the name and/or highway number(s) of such proposed adjacent

streets, highways and property owners as may be necessary to properly identify the property to be developed;

4. Nature of Development contemplated, including number, type, and a proposed construction schedule, including phasing if applicable;
5. Water, sewer, and/or fire flow service required; and
6. Quality and quantity of wastes to be delivered to the District's system for collection and treatment (domestic, industrial, and or commercial). All pretreatment information shall be submitted as part of the District's Pretreatment Ordinance. The information shall be specific in nature outlining number of units and amount of flow based on SC DHEC table Reg. 61-67 Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities (See Appendix 17).

B. Sketch Plan

Developer shall submit, along with the Letter of Intent, a sketch plan of the proposed development (Sketch Plan). The Sketch Plan shall include the following information:

1. North arrow and location map;
2. Tract boundaries and total acreage;
3. Proposed street and lot arrangement, including the number of lots and units;
4. Existing and proposed land use throughout the subdivision;
5. Existing zoning classification with proposed changes;
6. A sketch and total number of appurtenances (itemized list of manholes, lines, hydrants, etc.) of the systems required to be maintained by the District; and
7. The designation of and distance from any SCDOT or Lancaster County owned roadways adjacent to or near the Development.

2.2 Letter of Intent Response

After the Developer submits the Letter of Intent, the District will invoice the Developer for ½ of the Capacity Fees in effect at the time of the Letter of Intent. Once the Developer submits this amount of money to the District in full, the District shall provide

the Developer in writing with a response to the Letter of Intent (Response). The Response shall brief the Developer on the availability of and the requirements for service. Any project that has not had Developer/Engineer activity within one (1) year after the Response is provided by the District shall be removed from active status and all correspondence will become null and void. Any project that has not been completed by the expiration date for the SC DHEC Permit to Construct shall also be removed from active status and any previous Response will become null and void. Once a project is removed from active status, the Developer must re-submit a new Letter of Intent, pursuant to Section 1 above, and a new Administrative Fee may be assessed.

2.3 Preliminary Plan

A. Submission of the Preliminary Plan

Unless the District, upon review of the Letter of Intent, decides that the proposed project is of sufficient magnitude to not require a preliminary engineering plan (Preliminary Plan), the District shall require the Developer to submit a Preliminary Plan prepared in accordance with the Preliminary Plan Requirements set forth below:

B. Preliminary Plan Requirements

1. The Preliminary Plan shall be prepared by an Engineer whose seal and signature certification shall appear on the Preliminary Plan.
2. The Preliminary Plan shall be clearly and legibly drawn to a scale no smaller than one (1) inch equals two hundred (200) feet and shall be no larger than 24" X 36". All written notes and numbers shall be at least 1/8" in height.
3. If the Preliminary Plan requires more than one sheet, a key diagram showing relative locations of each section and match lines shall be drawn on each sheet.
4. Each Preliminary Plan shall include the proposed name of the project, the number of lots and units, the block number and the tax map number.
5. Each Preliminary Plan shall include a north arrow, a graphic scale, a written scale, the month, day and year that the original drawing was completed and the month, day and year of each revision of the original drawing. The title block shall include the Engineer's name, address and telephone number.
6. Each Preliminary Plan shall include the existing zoning classification of the tract, as well as proposed rezoning within the tract.
7. Each Preliminary Plan shall include a vicinity or location map for the purpose of locating the Development, drawn at a scale of no less than one (1) inch equals two

- thousand (2,000) feet. Such map shall show the adjoining property and all streets, roads, municipal boundaries and recorded Subdivision (s) existing within one thousand feet of the Property.
8. Each Preliminary Plan shall include water and sewer design criteria with supporting hydraulic design calculations.
 9. Each Preliminary Plan shall include the tract boundaries and total acreage of the Development and the name, registration number and seal of the Land Surveyor.
 10. Each Preliminary Plan shall include all streets in or abutting the Development, including streets which have been recorded but not constructed, on or abutting the Development. The names and right-of-way widths of such streets shall be included.
 11. In case of a re-subdivision, each Preliminary Plan shall include a copy of the existing plat, with proposed re-subdivisions superimposed thereon.
 12. Each Preliminary Plan shall include the topographical layout, location, and MSL elevations of all streams, lakes, swamps, wetlands, and other water sources. Areas subject to flood or designated as flood zones or areas must be so designated.
 13. Each Preliminary Plan shall show the location of all easements and rights-of-way by shading in the appropriated areas visually so as to not be mistaken by other normal areas of water and/or sewer infrastructure.
 14. Each Preliminary Plan shall indicate the size, location, and type of materials composing all existing sewer and water mains. Each Preliminary Plan shall also indicate all drains, culverts, or other underground facilities within the rights-of-way of water and sewer systems, streets or roads adjoining the Development which may interfere with the water and sewer lines proposed. Each Preliminary Plan shall also indicate the grade, rim, and invert elevations of existing sewer lines which are to be extended.
 15. Each Preliminary Plan shall show the layout and identification of all lots. The phase line and proposed water and sewer systems and the layout of all streets, roads, alleys and public crosswalks shall be included. Road names shall also indicate the total number of Lots, the use designation of each Lot and the density within each area.
 16. Each Preliminary Plan shall indicate all other proposed utility easements and rights-of-way, and shall indicate all power, gas, telephone, cable, and storm drainage systems inside and outside of the road rights-of-way. Each Preliminary Plan shall further indicate the designation of any land to be conveyed to the District such as, but not limited to, sewer lift stations, water booster pump stations, and water tank sites.

17. The Preliminary Plan shall indicate the layout of any and all fire protection systems.
18. Any Development which has water and/or sewer service immediately available shall provide the following additional information, if applicable:
 - (a) A site plan showing the location of all proposed and existing utility lines;
 - (b) The layout of streets, parking lots, and other paved surfaces;
 - (c) A floor plan showing the designated use of all areas; and
 - (d) An internal plumbing plan which includes fire protection system and design calculations.
19. In a letter accompanying the Preliminary Plan, the Developer shall furnish the name of the grantor and grantee of each tract of land in the Development and the book and page numbers of the deeds of such conveyances. A copy of the deed (s) may be submitted in lieu of this letter.
20. All interior plumbing in newly constructed buildings shall meet the following minimum design criteria:
 - (a) Toilets shall use no more than 3.5 gallons per flush, or shall be equipped with a water saving device that has been approved by the District.
 - (b) Shower heads shall contain inserts, valves, or devices that restrict flow to a maximum of 3 gallons per minute, or other such water saving devices as the District may approve.
 - (c) Kitchen and lavatory faucets shall have aerators or laminar flow devices or orifices that restrict flow to a maximum of approximately 2 gallons per minute, or other such available water saving devices as the District may approve.

Upon approval of the above Preliminary Plan by the District, a Preliminary Plan approval letter shall be sent to the Developer. The Developer shall be responsible for providing a copy of such letter to the Lancaster County Joint Planning Commission.

2.4 The Construction Plan

A. Submission of the Construction Plan

Approval of the Preliminary Plan is conditioned upon final approval of the plan for construction (Construction Plan) by the District. Larger projects require phasing of the development in most cases. **The District does not suggest that any phases be subdivided after a Construction Plan has been submitted to the District. Any subdividing of phases after a Construction Plan has been submitted will require the developer to initiate the entire process again starting with Section 2.1 of this Policy with an additional required Administrative Fee.** In addition to all documents submitted as part of the Preliminary Plan, the Developer shall submit the following documents as a part of the Construction Plan:

1. Two (2) copies of the completed and approved South Carolina Department of Transportation Encroachment Permit Application.
2. An executed District Agreement Form (See Appendix 5).
3. Profiles and cross-sections of streets and ditches, which indicate proposed and existing grade elevation of street and storm drainage facilities as it relates to the proposed location of the water and/or sewer systems.
4. Plans indicating utility easements for gas, electric lines, telephone and cable which cross and/or share proposed water and/or sewer easements.
5. Sewer profile sheets which indicate inlet and outlet invert, elevations of manholes, wet well elevations, grade, length and type of pipe. Construction plan views of sewer shall include service locations, referenced in feet to the nearest downstream manhole, lines and designation and station numbers.
6. A water system design indicating pipe size and all special appurtenances, valves, back-flow prevention devices, tees and all bends. Where necessary, detailed blow-ups of interconnections shall be shown. The water system design shall also indicate the location of fire hydrants and/or any special appurtenances. Applications requiring back-flow prevention devices shall be in accordance with the Cross-Connection procedures (See Appendix 6).
7. Detailed water booster pump station sites, water tank sites, and wastewater lift station sites are to have a layout, including proposed dimensions and a delineation of boundaries of and a designation of the owner of the property on which the site is located.
8. Proposed layout of force main, including profiles, types of pipe, detailed discharge design, and, where necessary, air relief valve design, locations, and detail.
9. Any other information considered by either the Developer or the District to be pertinent to the review of the Construction Plan.

Real estate to be deeded to the District shall be shown on 5 separate original stamped and signed plats from the developer's Land Surveyor with 1 being kept in the District's project file and the other 4 being sent to the District's Attorney by District personnel for proper recording, title search, and title to real estate.

The Engineer, upon receiving the submissions set forth above, shall forward one complete set of such submissions to the District. The submissions set forth above shall include all catalogs, cuts, diagrams, performance curves and charts published by manufacturers. Complete electrical characteristics for all equipment shall also be provided.

All dimensions shall be to the nearest one-hundredth of a foot and all angles shall be to the nearest minute.

The Construction Plans shall contain an accurate description of the location of all monuments and markers.

All design modifications identified by the District during the review of the Preliminary Plan shall be incorporated into the final Construction Plan.

The District's latest edition of Water and Sewer Specifications are available upon request (see page 25) or may be available on the District's web site. The Water and Sewer Specifications established by the District remain in effect until amended. The District reserves the right to amend such Specifications without prior notice.

B. Platting Information

Developers shall provide the following platting information for all easements or real property to be dedicated to the District prior to the approval of the Construction Plan by the District:

1. The location and elevation of the bench mark to which contour/elevations refer, when established bench marks are within one (1) mile. All elevations shall be referenced to a USGS bench mark or a TBM established from a USGS monument. All platting information shall conform to the Lancaster County Subdivision Regulations requirements.
2. The tract boundary line of the area being developed in accordance with the "Minimum Standards Manual for the Practice of Land Surveying in South Carolina: Adopted November 17, 1976, for (class B) Suburban Land Surveys." The allowable angular error of closure shall not exceed 25 seconds times the square root of the number of angles turned. The linear error of closure shall not exceed one (1) foot per 7,500 feet of perimeter of the Lot (1:7,500).

3. Correct courses and distances to the nearest established street lines or official monument, which courses and distances shall accurately describe the location of the plat and shall be accurately tied to the primary control points of the Subdivision.
4. Names, widths, and lines of all streets within or on the perimeter of the Subdivision, with accurate dimensions in feet and hundredths, and showing angles to streets, alleys, and lot lines.
5. Lot numbers and a statement of the total number of Lots. Lot lines shall be defined by distances in hundredths of a foot and in degrees to the nearest one-half (1/2) of a minute, either by magnetic bearings or by angles of deflection from other lot and street lines; and
6. The boundary lines of the tract shall be tied into the South Carolina North Zone Grid System (SCN) if the tract is within two thousand (2000) feet of a horizontal geodetic station; otherwise, the boundary lines shall be tied into the best available recognizable landmark within two thousand feet, as approved by the District's Engineer.

7. All water and/or sewer easement areas shall be dedicated to the District as shown on the following table:

PIPE SIZE	0" – 12"		15" – 18"		21" – 27"		30" – 36"		42" – 54"	
TRENCH DEPTH	PERM. EASE.	CONST. EASE.	PERM. EASE.	CONST. EASE.	PERM. EASE.	CONST. EASE.	PERM. EASE.	CONST. EASE.	PERM. EASE.	CONST. EASE.
0' – 6'	20	20	25	20	30	20	30	20	35	20
6' - 8'	20	25	25	25	30	25	30	25	35	25
8' – 10'	20	25	25	25	30	25	30	25	35	25
10' – 12'	20	25	25	25	30	25	30	25	35	25
12' – 14'	20	25	25	25	30	25	30	25	35	25
14' – 16'	20	25	25	25	30	25	30	25	35	25
16' – 18'	20	30	25	30	30	30	30	30	35	30
All others	20	30	25	30	30	30	30	30	35	30

Notes:

1. The center line of the permanent easement shall be shown as the center of the proposed main, running through lands owned by the Grantor(s).
2. In addition to the permanent easement strip(s), there is hereby granted a temporary easement(s) during construction, for construction purposes only, lying parallel to the permanent easement(s), and running the entire course of the permanent easement(s).

C. Required Certifications and/or Permits

The Developer shall provide the following certificates and/or permits prior to the approval of the Construction Plan by the District:

1. Two (2) copies of the completed South Carolina Department of Transportation encroachment permit application.
2. Copies of any and all permits granted by and/or permit applications to regulatory agencies.
3. Copies of Subdivision approval by the Lancaster County Planning Department, and
4. Copies of a completed application for railroad crossings, if applicable.

D. Approval of the Construction Plan

Before the District will issue a letter stating that the final construction plan has been approved, all requirements of this section, including the necessary certificates/permits, must be submitted to the District and all plans and specifications and review requirements of the District must be satisfied (See Section 15 & 16). When all applicable requirements have been satisfied, the Pre-Construction Conference shall be scheduled by the Engineer (See Chapter 3, Section A).

2.5 Fees

A. Calculation of Fees

Developers shall pay the current rates and charges in force at the time payment is received.

B. Administrative Fee

Developers shall be charged an administrative fee in accordance with the fee rates and charges in effect at the time the Letter of Intent is submitted to the District (See Appendix 4). This administrative fee includes, but is not limited to:

1. Reviews and responses associated with review of documents and responding to them, and
2. Preparing, receiving, collecting, and distributing all plans, contracts, dedication agreements, easements, lot deeds.

C. Connection Fees

This charge is based on the average actual cost incurred by the District to construct similar size service connections during the previous fiscal year. Since this Policy is for a contractor installing all water and sewer connections for the developer, there are no connection fees placed on such projects, only capacity fees (See Section 2.5 D below).

D. Capacity Fees

This charge is to recover from new customers a portion of the incremental cost of providing capacity in the treatment facilities, transmission mains, and sewer outfalls which have been constructed to allow for new development and expansion of the system(s). Capacity fees are required for each REU and/or CEU. This charge is adjusted every two years or as required to keep up with growing demands of the system(s). One half of the capacity fees at the current capacity fee schedule in effect at the time for the amount of requested service availability shall be paid in full before a Letter of Intent Response is given for the water and wastewater system(s). The remaining capacity fees (which consist of one half of the capacity fees in effect at the time the meter is installed), water meter charges, radio reading device fees, and sewer inspection fees shall be due prior to any meters being installed by District personnel and are in addition to the Developer's cost of installing the water and/or wastewater system(s). All fees are to be paid at the current fee schedule in effect at the time of water meter request.

To avoid future increases in capacity fees, the Developer may pay in full all capacity fees in effect at the time of Letter of Intent. In the event the Developer elects to pay 100% of capacity fees in effect at the time of Letter of Intent, the Developer shall not have to pay any capacity fees at the time that the meter is installed. In the event no water and/or sewer lines or facilities are installed by or for the Developer in connection with the original or initial project reviewed by the District, and the Letter of Intent Response expires, the amount of capacity committed by the Letter will automatically revert or return to the District with notification to the Developer and the Developer will be reimbursed the amount of capacity fees which were paid for any proposed or future lots and/or units minus a 25% penalty, plus all actual costs expended by District through its efforts to provide service to the project and the area around the project. At the time of any future request(s) for willingness and capability to serve, the Developer will be required to obtain a new Letter of Intent, pursuant to Section 1 above, and pay the capacity fees the same as any other new applicant.

1. Multi-Family Residential Capacity Fees

Terminology

REU – Residential Equivalent Unit

The Developer has the option to single meter each specific unit in each building or master meter each building only when the building is multi-storied. If the Developer chooses to master meter each building, the master meter shall be a compound meter to allow for measurement of high & low flow.

Fees will be charged for water and sewer capacity at the effective REU rate per multi-family residential unit.

2. Commercial/Industrial/Irrigation Capacity Fees

Terminology

CEU – Commercial Equivalent Unit = 400 gpd

The number of CEU’s shall be determined by calculating the projected demands based upon SC DHEC Regulation 61-67, “Unit Contributory Loadings” found in Appendix 17. Developers shall utilize the “Projected Flow Table” found in Appendix 18 to determine the equivalent number of CEU’s. Fees will be charged for water and sewer capacity at the effective CEU rate.

The equivalent number of CEUs may also be determined based upon the water meter size. The number of CEUs per specific meter size for Commercial/Industrial and Irrigation meters are shown in the chart below. Fees will be charged for water and sewer capacity at the effective CEU rate. For Commercial and Industrial customers, the determination to use SC DHEC Regulation 61-67 or the chart below shall be made by the District.

<u>METER</u>	<u>Equivalent CEU’s Per Meter Size</u>	
	<u>Commercial/Indust.</u>	<u>Irrigation</u>
¾”	1	5
1”	6	12
1 ½”	13	24
2”	25	39
3”	40	84
4”	85	240
6”	241	480
8”	481	840

Fees for Irrigation will be charged for water capacity based upon the effective CEU rate.

Notes:

1. The rationale presented above only applies to domestic, process, and irrigation water and does not apply to meters sized for fire flow protection. Meters sized for fire flow protection will not be subject to capacity charges; however, any material and/or labor costs provided by the District will be in addition to capacity fees and must be paid prior to meter set.
2. The District reserves the right to re-assess additional capacity charges for Commercial and Industrial customers in the event the projected Unit Contributory Loadings from Reg. 61-67 did not accurately represent the actual water usage at occupancy.
3. The capacity fees associated with CEU's as calculated above **do not** include the cost of any material and/or labor costs provided by the District. These costs shall be charged in addition to capacity fees and must be paid prior to meter set.
4. **One half** of capacity fees shall be paid at the issuance of willingness and capability to serve by the District in accordance with the Developer Policy. The other one-half or the remaining capacity fees shall be paid when the meter is installed as provided herein.
5. The calculated amount of equivalent CEUs shall be rounded up to the nearest whole number.

The following chart defines when each of the different charges are applicable:

TYPE OF SERVICE	CONNECTION FEE	CAPACITY FEE
New service not installed as part of a donated system	Yes – Paid at the time of application	Yes – Paid at the time of application
New service installed by developer as part of a donated system	No	Yes – ½ of fee is paid before Letter of Intent Response is given. Other portion is paid at time of meter request at the current fee schedule in effect at time of requested meter set.
Request from customer to replace service of same size	Yes – Paid before installation is requested	No
Request from customer to replace service with larger size	Yes – Larger size connection fee is paid before installation is requested	Partial – difference between sizes paid with connection fee
Request from customer to replace service with smaller size	Yes – Smaller size connection fee is paid before installation is requested	No – No refund of previous charges
Fire Line or Combo Meter	Yes – Actual cost of equipment and installation costs	Yes (Customer only pays for domestic meter size with a combo meter)
Irrigation Service	Yes – Paid at the time of application	Yes – Paid at the time of application

E. Separate Monitoring

If the District believes additional waste materials are being added to the wastewater in sufficient quantities to warrant separate wastewater treatment, the District may require the Developer to install and pay for additional equipment and to establish pretreatment and monitoring protocols in accordance with the Pretreatment Ordinance of the District.

F. Excess Impact on System

The District may require that commercial, residential, and industrial projects placing unusual or excessive demands upon the District's water and/or sewer system(s) capacity to:

1. Provide support to water and/or sewer facilities as needed, and/or
2. Pay an excess capacity fee, to be determined by the District.

G. Project Funding

Water and sewer extensions made by a developer shall be funded entirely by the Developer unless the project qualifies for a Capacity Fee Reimbursement under the District's current policy for this program. See Section 2.5H below.

H. Capacity Fee Reduction Program

Capital facilities which are defined by the District in an approved Capital Improvement Plan (CIP) or approved by the District's Board of Commissioners to be in the best interest of the District, may be financed by the Developer in order to expedite the construction of such facilities. If a Developer elects to expedite a qualified project, the Developer may be eligible for discounted or reduced capacity fees.

If the District determines that the Developer's facilities requirements are compatible with the District's CIP, the District may compare the scope of the Developer's project requirements to the scope of the District's CIP. If the Developer's project requirements are less than the District's applicable CIP, the Developer's project may qualify for a capacity fee reduction at a pre-determined discount rate. Discounted capacity fees may not be applied to a portion of the capacity fee dedicated to treatment. Discounted rates will only apply to capacity fees otherwise imposed on the Developer's project. Such discount will not exceed the difference in cost between the Developer's requirements and the District's applicable CIP.

The basis for determining the cost of the District's and the Developer's requirements will be the current publication of RS Means Cost Data with the

Columbia, South Carolina City Cost Indexes applied. The pre-determined percentage (%) difference in cost, as negotiated between the District and the Developer, may be applied to the actual construction costs and eligible expenses in determining the eligible costs for the discount.

Capacity fee reductions may be available for water facilities (e.g., distribution and transmission lines, pump stations, and elevated tanks) and wastewater facilities (e.g., pump stations, force mains, and gravity lines). The Developer is not guaranteed a total, complete or dollar-for-dollar discount of all eligible costs; the number of units resulting from the Project multiplied by the pre-determined capacity fee discount may be less than the pre-determined eligible costs.

In the event the Developer qualifies for a capacity fee discount, an agreement will be drafted by the District's attorney at the Developer's expense. This agreement will address the project scope, eligible expenses, the number of residential units eligible for the discounted capacity fees, and the amount of the discount, among other things. This agreement will require approval by the District's Board of Commissioners. Absent an agreement signed by the Developer and the District, approved by the District's Board of Commissioners, the Developer is not entitled to any capacity fee reduction.

CHAPTER 3 – CONSTRUCTION PROCEDURES

A. Pre-Construction Conference

After the District has issued final construction approval, approved the Contractor, reviewed and received a copy of all permits and acquired all contracts, dedication agreements, and rights-of-way, the Engineer shall schedule a pre-construction conference with the District Inspector, Engineer, Contractor, and any necessary public agencies (Pre-Construction Conference). A minimum of five working days of advanced notification to the District Inspector of the Pre-Construction Conference is required. Upon receiving notification of the Pre-Construction Conference from the Engineer, the District Inspector shall conduct a review to determine whether all requirements set forth above have been met. Those in attendance at the Pre-Construction Conference shall include representatives of the following: the General Contractor, the subcontractor(s), the Developer, all appropriate District employees, and the Engineer. Others who may be in attendance include representatives of the South Carolina Department of Transportation, Lancaster County Joint Planning Commission, and any other applicable utility companies or regulatory agencies.

The purpose of the Pre-Construction Conference is to outline the sequence of construction and inspections, inspection procedures and project close out policies. No construction shall begin until the Pre-Construction Conference is held and the District Inspector or its representatives gives the Developer authorization to proceed.

B. Wet Taps

All existing water lines and sewer force main lines shall be wet tapped only by District personnel at the cost of the fee in effect at the time the tap is made. The contractor shall provide and have installed at the time of tapping all materials for the wet tap such as, but not limited to, the tapping saddle and tapping valve. The materials shall meet the District's specifications at the time of the tap. District personnel shall make the wet tap for the contractor and perform all pressure tests associated with the tap before finalizing the tap process. Where a wet tap is not possible or the relocation of a water line or sewer force main line requires interruption of service, prior approval for such work must be obtained from the District and the construction must be coordinated through the District Inspector.

C. Conformance

Improvements shall be installed in accordance with the established requirements and standards set forth in this Policy and other applicable policies of the District.

D. Construction Methods

All work shall be in accordance with the latest edition, including revisions thereto, of the District's Water and Sewer Specifications. Failure to comply with these specifications shall be cause for the District to reject any and all work. The District shall not install any water meters or accept any installations until all work becomes in accordance with the said Specifications. Where water and/or sewer lines are to be installed in a new roadway, the roadway and drainage ditches shall be rough graded to final grade prior to the installation of such line(s) and backfill compaction shall meet or exceed the SCDOT requirement of 98% or the requirement of SCDOT at the time of construction. Compaction test results shall be submitted and approved prior to final acceptance by the District.

E. Sewer Extensions

Extensions from existing manholes must be performed in the presence of a District Inspector. No debris shall be allowed to remain within the sewer system. Upon completing the first section of gravity sewer, the Contractor shall plug the extended section by abiding by all District Confined Space Procedures. The plug shall not be removed until the service authorization is given.

F. Wastewater Lift Stations

It is the District's policy to minimize the need for wastewater lift stations and to limit their construction within the system. The basis for this policy is that lift stations can cause disproportionate expense to provide service to a limited customer base and that failure of lift stations poses significant environmental risks.

It is recognized, however, that there are situations where lift stations are a feasible solution for providing wastewater service. The District reserves the right to mandate that Developers connect to an existing wastewater lift station for the District to avoid owning and maintaining another proposed wastewater lift station. This may require the Developer to obtain rights-of-way from their proposed development to the proposed tie in with the existing system. All rights-of-way shall be deeded to the District before construction approval is granted. The District will consider on a case by case basis requests to accept new lift stations in the situations described below:

1. The proposed lift station can be eliminated by a future project or combination of future projects known by the District.
2. The new development is in an area designated by the District for service by low pressure sewer systems and the proposed lift station size and location is in accordance with the District's Wastewater Master Plan.
3. The proposed lift station is at an appropriate location and has adequate capacity or expansion capacity to serve as a permanent or long term facility and gravity service is cost prohibitive or not possible due to other circumstances.
4. The construction of the proposed lift station would include elimination of one or more existing lift stations or treatment plants.
5. The construction of the proposed lift station would facilitate significant progress toward achievement of the District's Wastewater Master Plan and no other reasonable options are available for wastewater service.

In all cases, the receiving system must have available transportation and treatment capacity to carry the proposed lift station discharge. Any upgrades required will be the responsibilities of the Developer requesting the lift station.

G. Installation of a Manhole Over Existing Gravity Sewer Line

All "doghouse" type manholes shall be installed in the presence of the District Inspector. The Developer shall receive approval prior to cutting into an existing operational sewer line in order to construct a manhole.

H. Force Main Tie-Ins

All tie-ins of force mains into existing manholes must be done in the presence of a District Inspector. All tie-ins of proposed force mains with existing sewer force main lines must be installed by the District at the Developer's expense for the fee in effect at the time of tap and in accordance with SC DHEC Standards for Wastewater Facility

Construction: R.61-67. Any individual pressure connections to the District Owned and Maintained force mains shall require a construction permit to be issued by the SC DHEC.

I. New Construction Activity:

1. Flushing during new construction can use large quantities of water. It is not unusual for a Contractor to let 200 GPM or 290,000 GPD flow through a new system for several days prior to sampling.
 - (a) On all new projects, the District shall measure all flows for line flushing using hydrant meters, other approved metering setups, or standard estimating methods at the point of flushing. A standard ¾" water tap may be purchased at the current rate in effect at that time and installed by District personnel for construction use. Any and all hydrants or other metering equipment's expense shall be the responsibility of the contractor, except the standard ¾" water tap as noted above, and installed at the discretion of the District Inspector. This device shall be read and billed monthly. All water needed for washing paved areas shall be obtained by coming to the District office located at 1403 Kershaw Camden Highway and purchasing water through the District's meter at the warehouse. All charges shall be billed monthly and will be charged the rate at the time of purchase.
 - (b) The main tap(s) shall remain closed at all times unless the Developer has scheduled water usage with a District Inspector. Any unauthorized use of or tampering with the main valve(s) is grounds for administrative fees, civil penalties, and/or criminal prosecution.
 - (c) Main line valves to new construction shall remain closed until a District Inspector has given service authorization, at which time the District shall open the main tap valve(s), install individual service meters as they and all other fees are paid for, and commence normal operations. Individual service meters will be scheduled to be set only by District personnel as requested and paid for by others.
2. New Construction Inspection/Repairs:
 - (a) New construction projects are generally required to pass two inspections:
 - (1) A South Carolina Department of Health and

Environmental Control (SCDHEC) Inspection, which covers sanitary items required by SCDHEC and most of the District's operations and maintenance requirements. A Development must pass this inspection by way of a SCDHEC Permit to Operate before service authorization shall be granted; and

- (2) A Final Inspection, which shall consist of all operations and maintenance items inspected. A Development must pass this inspection, the District shall have in possession a corrected set of as-built drawings for the project, and all fees paid before the District shall grant service to the Development.

All of the following parties must be present at a SCDHEC or District Final Inspection:

1. An Engineering Inspector, who is responsible for proper installation and as-built verification;
2. The District Inspector shall review valve location and operation, hydrant flow and operation, meter box locations, heights and cleanliness with proper grade heights and cleanliness, as-built verification for both the water and/or wastewater systems, system leakage or damage with items of concern of the water and/or wastewater systems identified and corrected. The District Inspector shall also review manhole locations, cleanliness, and operation. The Inspector shall check for inflow/infiltration, wastewater lift station operation and cleanliness, and force main operation with any air relief valve operations. As a general rule, the District Inspector inspects the water and/or wastewater systems to verify they have been installed as specified. With final acceptance given only if all of the above meets District specifications and/or requirements.

The Plan Review Engineer or Engineer Inspector shall give the District Inspector a minimum of 5 working days of advance notice of a SCDHEC and/or Final Inspection.

Once the SCDHEC or Final Inspection has been completed, the District Inspector shall note all defects and sign off on their respective inspection forms.

No development shall pass a SCDHEC Inspection or Final Inspection without approval from the District as applicable.

Even if all of the conditions set forth above are met, the main line valve to any project shall remain closed until the District has issued service authorization, the District

has obtained a SCDHEC Permit to Operate and an approved set of as-built drawings, the Developer has signed all applicable documents such as but not limited to contracts, dedication agreements, easements, deeds, and all applicable fees paid. Water shall be available for construction purposes through a ¾" tap that is paid for by the contractor at the current rate then in effect, installed by District personnel, metered and billed monthly.

Once service authorization has been issued, the District Inspector and any District personnel shall re-inspect the Development for any damage(s) that may have occurred after the SCDHEC and Final Inspections. Should any damage(s) or system(s) problems be found, the Contractor shall be notified by the District Inspector. In the event that the Contractor is not able to repair the damage(s) or problem(s) within a reasonable time, usually 24 hours after receipt of notification, the District may repair or have repaired the damage(s) or problem(s) and collect the actual cost of repair from the Contractor prior to authorizing service or any future service(s) to the development.

Only the District Inspector or other authorized District personnel may operate, or give a third party permission to operate a blow-off, hydrant, or valve throughout the District water system.

J. Unauthorized of Illegal Water Use

Unauthorized water use is a violation of District policies, rules, and regulations and any customer who is found to have made an unauthorized use of water shall be fined and charged an unauthorized usage fee. In addition, such customer shall also be subject to civil or criminal penalties at the discretion of the District.

When an illegal connection to the District's water system is found, any devices associated with such connection shall be confiscated. A notice shall be posted stating that the connection is illegal and that any equipment which has been confiscated can be claimed in person at the District office, or by calling (803) 285-6919. If the person responsible for the illegal connection is at the scene, the District shall advise the person of the District's water connection and metering policy, obtain any necessary information and request that the connection be disconnected. Failure to comply with such request may result in the District calling the Lancaster County Sheriff's Office to arrest the offender.

The District shall calculate a bill for the unauthorized water usage based on the currently approved unauthorized usage fee in effect at that time. Where water is also discharged into the District's sewer system, sewer charges shall be added at the highest volume charge per 1,000 gallons currently approved.

K. General Inspection

The District reserves the right to make routine, unscheduled inspections of ongoing projects during the construction phase. In accepting a permit under this Policy, a Developer authorizes any and all District personnel to enter the construction site at all

times for the purpose of inspecting specific areas of concern or observing construction operations in progress.

In addition, District inspectors and all other authorized personnel shall make periodic checks of projects during all phases of construction to ensure that the Contractor is complying fully with project design and specifications and this Policy. The District may, at the District's option, require full-time inspection and charge the Developer for any related cost increases.

L. Modification of Engineering Plans

Any deviation from the approved engineering construction plans shall be promptly sent to the attention of the District Inspector with a letter to explain the changes and an explanation of such changes. Such deviations are subject to the approval of the District Inspector. **Once approval has been given for that particular phase of the project, no sub-dividing of the approved phase is suggested. To be approved for deviation from the approved construction plans, the District will be required to approve the deviation and the Engineer shall restart at the beginning of the Policy with another letter of intent and the Administrative Fee and continue through the steps required as a new project.**

M. Stop Work Orders

If the Developer and/or Contractor fail to adhere to the approved project plans and/or specifications which have been approved by the District, or violate other District requirements, including those set forth in this Policy, the District's Inspector may issue a stop work order (see Appendix 9, 10, & 11). Copies of the stop work order shall be given to the Developer, the Engineer, and the Contractor. Minor discrepancies with approved plans shall, at the option of the District, be delineated on a Stop Work Order form which specifically identifies the discrepancy and establishes a time by which corrective action must be taken.

Once a stop work order has been issued, the District's Inspector shall issue approval to restart construction only after all noted discrepancies have been corrected and procedures to make such corrections have been approved. Any construction performed by a Contractor while under a stop work order shall not be accepted by the District.

N. Preliminary Inspection

The District shall conduct a preliminary inspection (Preliminary Inspection). The Engineer shall be responsible for coordinating the inspection schedule with the District Inspector with a minimum of 5 working days of advance notice. A punch list of items that need to be corrected will be given to the Contractor after the Preliminary Inspection.

Prior to the Preliminary Inspection, the Developer and/or Contractor shall pump the sewer system dry and dispose of all extraneous water. The Developer shall provide

two (2) sets of preliminary as-built construction plans at least ten (10) working days prior to the Preliminary Inspection. Once the preliminary as-built drawings are approved by the District, the Engineer may schedule a Final Inspection with the District. Two (2) sets of approved as-built drawings shall be provided to the District Inspector at the Final Inspection. This Final Inspection shall be attended by the Engineer, the Contractor, and the District Inspector. Prior to the Preliminary Inspection, all underground utilities including but not limited to, telephone, gas, power, cable TV, and storm drain appurtenances shall be installed and paving of streets, sidewalks, curb, & gutter shall be complete. The Developer and/or Contractor must receive service authorization in writing from the District Inspector prior to discharging any wastewater into the sewer system or providing water to the Development.

O. Final Inspection

The Engineer may not request a Final Inspection until all punch list items noted during the Preliminary Inspection have been corrected (Final Inspection). The District Inspector shall prepare a written punch list of any defects noted during the Final Inspection. The Engineer and Contractor shall schedule another inspection with a minimum of 5 working days of advanced notice once these corrections have been made to schedule a completed Final Inspection.

P. Service Authorization

The District shall complete a service authorization form upon acceptance of the water and/or sewer system by the District Inspector. No service shall be provided to a Development until the authorization form has been completed. A copy of the service authorization form shall be provided to the Engineer, Contractor, Developer, and District personnel.

No service authorization form shall be issued until the following items have been completed:

1. All punch list items from the Preliminary and Final Inspections;
2. A copy of the Engineer's certification letter is received by the District Inspector that the air test, pressure test, and bacteriological test have been satisfactorily performed; this certification letter is to be submitted and approved by the District prior to forwarding to SC DHEC. A detailed list of appurtenances and total lots and/or units shall be depicted on the certification letter.
3. An executed Certificate Of No-Litigation (See Appendix 7);
4. A Contractor's Guaranty extending at least one year from the date of receipt of service authorization (See Appendix 7);

5. Two (2) sets of Final Approved As-Built Drawings have been received by the District Inspector;
6. The SCDHEC Permit to Operate has been issued. Temporary verbal approval may not be arranged to take the place of the actual written SCDHEC Permit to Operate;
7. Documents releasing the State, the County, and other applicable agencies as to encroachment permits and other liabilities have been executed;
8. Execution of all easements, deeds, and agreements, including such Contracts and Line Dedication Agreements as are necessary for the conveyance of the water and/or sewer facilities to the District (See Appendix 8); and
9. Developer's certification that an abstract of title has been performed for all property that is to be dedicated to the District, either by fee simple conveyance or grant of right-of-way. No service authorization or dedication of systems shall be made until an abstract of title indicating clear title is provided to the District.
10. Payment in full of all GIS points required to be collected for the project.

All paperwork set forth above shall be delivered to the attention of the District Inspector.

Q. Final As-Built Drawings

The Developer and/or Contractor must submit two (2) sets of the final and approved corrected as-built drawings, signed with an embossed seal and approved by the District to the District Inspector at the Final Inspection. Only information pertinent to the water and/or sewer facilities being dedicated to the District should be shown on the drawings. No reference should be made to any proposed facilities. The following information shall appear on all as-built drawings:

1. Project name with phase number (if applicable)
2. A scale 1" = 100' minimum;
3. North arrow and location map;
4. Developer's name, mailing address and telephone number;
5. Street name(s);
6. Property lines with bearings\distances, existing buildings, and all existing utilities;

7. Title block with Engineer's name, mailing address, telephone number, and date of as-built drawing and revision dates;
8. Engineer's seal and signature certification of South Carolina license;
9. The dimensions and locations of the exclusive easements on all pipelines to be dedicated to the District, unless such lines are in dedicated public right-of-way. The width of the easement shall be based on a 1:1 slope measured from the invert of the pipe to finish ground elevation, with twenty (20) feet being a minimum requirement. Increases above the minimum amount shall be at five (5) foot increments;
10. Run and invert elevations of sewer manholes and pump stations, which elevations shall be certified by a registered land surveyor and shall be tied to a USGS benchmark;
11. Certified land surveyor's name, mailing address, and telephone number which performed the revised elevation changes for the as-built drawings;
12. All easements to be conveyed to the District and the surveyed boundaries of any property to be deeded to the District. Surveyed meets and bounds shall be given for the property lines along the outer perimeter of the Development and a permanent benchmark shall be shown on the plans;
13. Where any water and sewer facilities are located within private property through which an easement shall be granted, such facilities shall be located by surveyed metes and bounds;
14. Where the final as-built drawings are for a sewer system, the Engineer shall provide the following:
 - Gravity Sewer - A schedule of sewer line tangents with manholes (surveyed in the center of the manhole), manhole rims, and invert elevations; pipe diameter, length, materials used, and slope. Sewer service laterals shall be shown for all lots measured from the nearest downstream manhole and shall indicate the distance in feet from the main line to the end of the service at the property line.
 - Force Main and Sewer Lift Station – Locations of force main bend locations; force main valve locations; emergency pump off connection location with a corrected detail drawing included; air release valve locations; wet well and valve vault location and details including surface, grade of lift station site elevations; wet well influent line inverts, bottom of wet well, float switch elevations which include high water, lag, lead, pump off, and low water float, and top of slab; yard hydrant and cut off valve location with a detail drawing included; sewer lift station property

corners/fence location, power service location within lift station property with any electrical structures; detail of the lift station building including, but not limited to, placement of electrical components within building and all aspects of the building; a manufacturer's pump curve shall be inserted on the detail sheet to identify the pump selected for the lift station; MSL elevation on top of force main connection to manhole or force main manifold, and all necessary operation and maintenance manuals for any and all of the above items.

Manholes shall be stationed beginning with the downstream manhole and going up stream, with all manholes reverting to 0 + 00 for the next line tangent. A chart on the drawing shall indicate the total number of manholes, linear feet size and material of sewer main and the number of single services and double services. Also in the chart shall be a cost breakdown by appurtenance including the total material costs associated with the project for the District's use in determining the donated asset value. The drawing shall also include the name, address, and telephone number of the Contractor who installed the system(s) and the date of installation. Measurements should indicate 3 point ties which tie the item to the nearest 3 above grade referenced items, such as but not limited to power poles, light poles, storm drain catch basins, power boxes, building corners, edge of pavement/back of curb.

15. Where the final as-built drawings are for a water system, the Engineer shall provide the following:
 - Water Mains, Booster Pump Stations, and Elevated Water Tanks – All gate valves shall be located with measurements from the nearest gate valve, hydrant, or other above grade referenced items. All fire hydrants, blow-off assemblies, valve vaults, booster pump, air release valves, and bends (tees, 90° ells, 45° ells, 22 1/2° ells, 11 1/4° ells and wyes) shall be located with measurements from the nearest above referenced items. Measurements should indicate 3 point ties which tie the item to the nearest 3 above grade referenced items, such as but not limited to power poles, light poles, storm drain catch basins, power boxes, building corners, edge of pavement/back of curb. All meter boxes should be measured with distances indicating separation between the next groups of boxes.
The Engineer shall have detail drawings on fire hydrants and valve clusters. In addition, the as-built drawings should indicate the distance from the hydrant to the valve and the valve to the main line. Water mains located within roadways shall be referenced to the road centerline, the edge of pavement, or the right-of-way/property line boundary.
 - Water Booster Pump Stations, Electric Valves, Elevated Water Tanks -

The valve vault location and details including surface, grade of site, elevation of the site as it relates to USGS; any yard hydrants and cut off valve location with a detail drawing included; property corners/fence location, power service location within property with any electrical structures; detail of the station or electrical structure including, but not limited to, placement of electrical components within building and all aspects of the building; a manufacturer's pump curve shall be inserted on the detail sheet to identify the pump selected for the site, and all necessary operation and maintenance manuals for any and all of the above items.

A chart on the drawing shall indicate the total number of valves, fire hydrants, linear feet size and material of water main and the number of single services and double services. Also in the chart shall be a cost breakdown by appurtenance including the total material costs associated with the project for the District's use in determining the donated asset value. The drawing shall also include the name, address, and telephone number of the Contractor who installed the system(s) and the date of installation.

The following statement shall appear on all as-built drawings. The as-built drawings shall be signed by the Engineer and shall indicate Engineer's registration number.

I hereby certify that the water and/or sewer utilities as shown have been installed in accordance with the approved construction drawings and specifications and that the location of utilities are, to the best of my knowledge, as shown on these plans.

Engineer

Date

Registration Number

R. Final Acceptance

The District must receive the following items prior to giving any project final acceptance:

1. A record of all repairs to any facilities damaged during the construction, paving, drainage, and installation of the Development;

2. Payment for any repairs or wet taps performed by the District or third party contracted by the District to perform repairs or other work;
3. Proof of completion of all improvements including but not limited to, roads, taps, drainage, and other utilities. The Developer shall bear all costs associated with ‘ modifications to the District’s water and/or sewer systems which are necessary to accommodate these improvements;
4. A Permit to Operate from the South Carolina Department of Health & Environmental Control;
5. The Development must pass a completed Final Acceptance Inspection; and
6. The Developer and/or Contractor must submit two (2) sets of copies of the final corrected as-built drawings, signed with an embossed seal and approved by the District to the District Inspector.

The District shall notify the Developer in writing once the District has given the Development Final Acceptance through a Service Authorization letter (see Appendixes 12, 13, & 14).

CHAPTER 4 – GENERAL DESIGN SPECIFICATIONS FOR WATER AND/OR SEWER IMPROVEMENTS

4.1 Fire Protection Guidelines

A. Fire Flow

When possible according to the District and the Lancaster County Fire Commission, all water systems shall be designed to provide fire flow in accordance with state and local regulations. Generally, state regulations require a minimum water flow of 500 gpm at 20 psi residual pressure at all proposed hydrant locations. However, this requirement can vary depending on the scope of the Development. It is the Engineer’s responsibility to contact the State to determine whether the Development specifications are in compliance with state regulations. Water quality is a major concern of the District. Smaller water lines are sometimes required to avoid quality problems and other devices may be required to flush water mains to ensure proper chlorine residual on systems with larger lines and minimize flow.

B. Water Line Pipe Diameter Sizing

Water mains which provide fire protection and domestic potable water mains must be at least six (6) inches in diameter. In some cases, the Developer may be required

to install water mains of a larger diameter in order to provide adequate domestic water flow and fire flow to the Project as required by Lancaster County Subdivision Regulations.

C. Service Connections

All developers desiring water or sewer service are required to make formal application for all services at the time application for construction is made.

A ¾" or 1" water service connection consists of the connection to a public water main of a service line, a meter box, and stubbed connection point for the applicant's private plumber to connect to. Larger water service connections consist of the connection to a public water main of a service line, a meter box or vault, piping to the property line.

A sewer service (or lateral) connection consists of the connection to a public sewer main or manhole of a service line which is extended to the street right of way line or to the sewer right of way line where the public sewer main is not at the street. The applicant is responsible for connecting their private plumbing system at that point.

All water and sewer service connections shall be constructed in accordance with the requirements of the District and all applicable building and plumbing codes.

Commercial, industrial, fire line, or irrigation services will be subject to requirements of the District including but not limited to industrial waste and/or backflow provisions.

D. Hydrants

The Developer must install all fire hydrants in accordance with approved District Specifications and with Development Plans for the District to issue a service authorization.

E. Design Specifications for Water and Sewer Improvements

The District has developed Water and Sewer System Standard Specifications which Developers must follow when planning and designing water and/or sewer extensions. The District shall provide these documents upon request at the following costs:

Water Specifications: \$5.00

Sewer Specifications: \$5.00

The Specifications can also be obtained from the District's website. Contact the District's Water or Wastewater Superintendent for information.

CHAPTER 5 – DISTRICT WASTEWATER EXTENSION GUIDELINES FOR EXISTING RESIDENCES AND PROPERTY OWNERS

5.1 Guidelines

Subject to the following guidelines, the District shall extend sewer collection and outfall lines to existing residences (the Project):

1. The District shall only install collection and outfall lines within rights-of-way which are dedicated to the exclusive use of the District or within public right-of-way and easements which are appropriate for such infrastructure in the sole opinion of the District.
2. All sewer collection and outfall lines must be of appropriate dimensions and specifications to meet the District's projected growth for the next 20 years in the affected area and as required in the District's Wastewater Master Plan.
3. No collection or outfall lines shall be installed unless 100% of the affected property owners have indicated their support of the project and their willingness to pay a pro-rata share of the Project cost, as determined by the District.
4. The following procedures shall be followed by any group(s) of residents requesting that sewer service be extended to their neighborhood or development:
 - (a) During the thirty (30) day period preceding the submission of the request for extension of sewer service, at least 100% of the affected property owners must indicate their willingness to bear a pro rata share of the Project cost by signing a petition (Petition).
 - (b) The District shall endeavor to conduct a preliminary engineering analysis of the Project and to survey all of the adjacent property owners to determine whether 100% of such property owners are willing to pay a pro rata share of the Project cost within (3) months of receiving the Petition. If any property owner fails to respond to the District's inquiries, such property owner shall be deemed to have disapproved the Project.
 - (c) If 100% of the affected property owners agree to pay their pro-rata share of the Project, the Project shall be submitted by District staff to the District Commission for their consideration. Such submission shall include a detailed project cost estimate of all expenses associated with the development, design, permitting, and construction of the Project.
 - (d) Upon receiving the Project cost estimate set forth in subparagraph (c) herein above, the District Commission shall hold a formal hearing on the Project. If at least 100% of the affected Property owners remain willing to bear their pro rata share of the Project cost, the Project shall proceed once

the Board has given final approval for the Project and the capital budget appropriation has been established.

- (e) In the event that there is insufficient interest in the Project among the affected property owners, the Project shall be considered inactive for at least one year. The District shall not re-survey the affected property during this one-year period. In order for such Project to be reconsidered at the end of the one year period, the affected property owners must complete steps (a) – (d) of this section.

Unless the adjacent property owners agree to bear all of the cost associated with the Project, the District shall determine, in its sole discretion, whether to complete the Project based upon the availability of funds and/or the size of the Project. The District does not install wastewater service to vacant properties; this is done by the developer of the project.

A. Water Requirements

All sewer customers shall be required to connect to the District's public water system. Under no circumstances shall sewer be connected without the customer first being connected to the District's water system with the tap active and in use.

CHAPTER 6 – DISTRICT WATER EXTENSION GUIDELINES FOR EXISTING RESIDENCES AND PROPERTY OWNERS

6.1 Guidelines

Subject to the following guidelines, the District shall extend water distribution and transmission lines to existing residences (the Project):

1. The District shall only install distribution and transmission lines within rights-of-way which are dedicated to the exclusive use of the District or within public right-of-way and easements which are appropriate for such infrastructure in the sole opinion of the District.
2. All water distribution and transmission lines must be of appropriate dimensions and specifications to meet the District's projected growth for the next 20 years in the affected area and as required in the District's Water Master Plan.
3. No distribution and transmission lines shall be installed unless an amount of the affected property owners have indicated their support of the project and their willingness to pay enough water tap fees or increased tap fees to pay for a pro-rata share of the Project cost, as determined by the District.

4. The following procedures shall be followed by any group(s) of residents requesting that water service be extended to their neighborhood or development:
 - (a) During the thirty (30) day period preceding the submission of the request for extension of water service, at least 60% of the affected property owners must indicate their willingness to bear a pro rata share of the Project cost by signing a petition (Petition).
 - (b) The District shall endeavor to conduct a preliminary engineering analysis of the Project and to survey all of the adjacent property owners to determine whether 60% of such property owners are willing to pay a pro rata share of the Project cost within (3) months of receiving the Petition. If any property owner fails to respond to the District's inquiries, such property owner shall be deemed to have disapproved the Project.
 - (c) If 60% of the affected property owners agree to pay their pro-rata share of the Project, the Project shall be submitted by District staff to the District Commission for their consideration. Such submission shall include a detailed project cost estimate of all expenses associated with the development, design, permitting, and construction of the Project.
 - (d) Upon receiving the Project cost estimate set forth in subparagraph (c) herein above, the District Commission shall hold a formal hearing on the Project. If at least 60% of the affected Property owners remain willing to bear their pro rata share of the Project cost, the Project shall proceed once the Board has given final approval for the Project and the capital budget appropriation has been established.
 - (e) In the event that there is insufficient interest in the Project among the affected property owners, the Project shall be considered inactive for at least one year. The District shall not re-survey the affected property during this one-year period. In order for such Project to be reconsidered at the end of the one year period, the affected property owners must complete steps (a) – (d) of this section.

Unless the adjacent property owners agree to bear all of the cost associated with the Project, the District shall determine, in its sole discretion, whether to complete the Project based upon the availability of funds and/or the size of the Project. The District does not install water service to vacant properties; this is done by the developer of the project.

A. Water Requirements

Through the laws of the State of South Carolina, the District has the ability to mandate that all potentially affected property owners of the project shall be required to connect to the District's public water system if available.

APPENDIX 1

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

GRANT OF PIPELINE EASEMENT
(With Lien Subordination)

KNOW ALL MEN BY THESE PRESENTS that the undersigned Grantor(s) in consideration of the sum of One Dollar and other valuable considerations, to it in hand paid, at and before the sealing and delivering thereof, by Lancaster County Water and Sewer District, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released and by these presents do grant, give, bargain, sell, and release unto the said Lancaster County Water and Sewer District (“Grantee”), its successors and assigns, the full right, privilege, and easement to go into, upon and over, under and/or across the below described property in order that Grantee may install, reinstall, maintain, repair, replace, enlarge and otherwise handle as necessary a line or lines of pipe and related facilities, it being understood that the Grantee shall properly refill any excavation and thereafter see that the same is maintained and protected against undue settling and that the Grantee shall protect the grantor(s) located within the right-of-way area; and it being further understood that the grantor(s) shall have the right to use the right of way for agrarian or other purposes not inconsistent with the rights hereby transferred to the Grantee, except that the grantor(s) shall not construct any building or other structure within the right-of-way area which might thereby result in any pipeline laid within the right-of-way area being beneath any building; the right-of-way area affected by this Grant being specifically described and/or delineated by plat or map as hereinafter set forth, as follows:

DESCRIPTION

All that certain strip(s) of land ____ feet wide on land(s) situated in Lancaster County, South Carolina, with the center line of said strip being described and shown as the center of that certain proposed Main, running through lands owned by the Grantor(s), which is sketched and drawn on that certain drawing attached hereto as Exhibit “A”, and made a part of this Easement. In addition to the ____ feet of permanent Easement strip(s), there is hereby granted a temporary Easement(s) during construction, for construction purposes only, lying ____ feet on each side and parallel to the permanent Easement(s), and running the entire course of the permanent Easement(s). Said strip of land runs parallel for a distance of _____ feet, more or less.

And the undersigned hereby represent(s) that said premises are owned by the undersigned in fee and are not subject to any mortgage or lien whatsoever, except as follows:

_____ which said mortgage(s) or lien(s), the holder thereof, by joining in the execution hereof, hereby waives in favor of and subordinates to the rights hereby granted. The Grantor(s) and Grantee, as evidenced by their execution and acceptance hereof, have made the following special agreement in connection herewith.

APPENDIX 4

LANCASTER COUNTY WATER & SEWER DISTRICT

REQUEST FOR REVIEW ON INTENT TO DEVELOP

1. Proposed Project Name: _____

2. Location of property to be developed(attach a general location map if possible):

 - a. Total acreage: _____
 - b. Number of lots _____

3. Name of Developer: _____
 - a. Name of contact person: _____
 - b. Mailing address of Developer: _____

 - c. Telephone number of Developer: _____

4. Name of property owner(s), if different than Developer: _____

 - a. Mailing address of property owner(s) if different than Developer:

 - b. Telephone number of property owner(s) if different than Developer:

5. Name of Engineering Firm: _____
 - a. Name of S.C. Licensed Engineer acting as Project Manager at Firm:

 - b. Mailing address of Engineering Firm: _____

 - c. Telephone number of Engineering Firm: _____

6. Signature of Developer's Authorized Representative or Agent:
By: _____
Date: _____

7. Who will provide:
 - a. Power _____
 - b. Cable TV _____
 - c. Telephone _____

8. Will roads be dedicated to:
a. County ___ b. State ___ c. Private ___
If some are divided differently, please list each for all roads: _____

9. Present zoning designation of property to be developed: _____
10. Is a zoning change required? _____ If so, to what? _____
11. Has the subdivision or development approval been applied for or granted:
Yes _____ No _____
If yes, please explain: _____

12. Nature of proposed development (residential subdivision, mobile home park, Planned Development District{PDD}, golf course development, shopping center, apartments, townhomes, industrial, commercial):

a. Total number of units: _____
b. Projected density of the development: _____
13. Nature of proposed commercial business: _____

a. Approximation of the retail square footage: _____
b. Approximate restaurant seating capacity: _____
c. Number of motel rooms: _____
d. Other: _____
14. Extensions of services required (check only one):
a. Water & Sewer _____
b. Water Only _____
c. Sewer Only _____
15. Construction schedule:
a. Anticipated start date: _____
b. Anticipated completion date: _____
c. If project is to be phased, please list below the number of units to be constructed during each phase and dates and the anticipated start and completion of each phase: _____

*** Please Note: The Developer must submit all applicable review fees along with this Request for Review of Intent to Develop to the District. See Section 2.1.

APPENDIX 5

LANCASTER COUNTY WATER & SEWER DISTRICT
AGREEMENT FORM

The Developer must complete this form and remit payment to the District before the District will render service.

Name _____ Phone _____

Location of Property _____

Address _____

Project Name and Number _____

The above-referenced applicant, in the presence of a witness whose signature is affixed herein below, hereby agrees to adhere to the terms and conditions set forth below, as well as to all of policies and standards set forth in the District Water and Wastewater Extension Policy (Policy).

TERMS

1. Specifications: I understand that the District reserves the absolute right to specify the size, type, and design of all transmission, outfall, collection, and distribution components of the proposed water and wastewater systems. The proposed components shall be in accordance with the District's Water and Wastewater Master Plans and all taps, meters, and other incidental components or appurtenances which are or will be attached to the District's water and/or wastewater systems (Components). I further understand that the District, in its sole discretion, may refuse to allow any such Pipes or Components to be attached to the District's water and/or wastewater systems if the District, in its sole discretion, believes that such Components are defective in any way, are inappropriate for their intended use, fail to meet the appropriate safety standards of have the potential to harm the District's water and/or wastewater systems.

2. Payment Limitations: I understand that the Commissioners of the District have established a rate schedule outlining the rates associated with providing water and wastewater services to particular locations. I agree to pay all such fees in accordance with the rate schedule in effect at the time such fees are due.

3. Rights-of-Ways: In consideration of the District's promise to provide water and/or wastewater service to the Development under the terms and conditions set forth in the Policies, I hereby agree that I shall grant or cause to be granted to the District at no cost whatsoever all rights, easements, permits, rights-of-way and privileges which, in the sole opinion of the District, are necessary for the District to render and maintain utility service.
4. Equipment Requirements: I hereby agree that I, as well as all of my employees, agents, subcontractors, independent contractors and any other person(s) operating under my supervision and control shall select, install, use, and maintain all Pipes, Components, and related equipment in accordance with the specifications of the District and all laws and governmental regulations applicable thereto. I expressly agree to abstain from utilizing any appliance or device which may adversely affect the District's ability to provide uninterrupted and trouble free utility service to its customers. I further understand that the District reserves the right to withhold or to discontinue service if such service has any adverse impact to the District's customers or if any deviation from District policy is discovered.
5. Requirements: I agree that I will meet all of the requirements set forth in this Policy. I further agree that I will deed free and clear legal title in all facilities and real property reasonably required for continued operation and/or maintenance of water and/or wastewater service to the District. I understand that the District shall assume responsibility for the operation and maintenance of such facilities only after the District has accepted the dedication of such facilities in accordance with Chapter 3 of these Policies.
6. Installation Changes: I hereby agree that I shall not make any alterations or modifications which will materially affect the proper operation of the District's pipes, mains, stations, or associated components. I understand all projects will be installed completely as shown on the approved Construction Plans. I further acknowledge that if I elect to subdivide the project after the approved Construction Plans are submitted, the previous approved plans will become null and void and I will be required to resubmit this Project beginning in Section 2.1 of these Policies.
7. Parking/Paved Areas: I hereby agree that should I choose to pave over utility line easements granted the District pursuant to this Policy, or otherwise take steps which render such easements difficult to access, I will indemnify and hold the District harmless of and from any claims for damages to or diminution in the value

of such property in the event the District must excavate such lines in order to perform repairs or routine maintenance. I further agree that I, or my assigns, shall bear full responsibility for returning such property to its original state and shall hold the District harmless of and from such restoration costs. This section does not apply to public roads or streets.

EXCEPTIONS/MODIFICATIONS AGREED UPON WITH DISTRICT

Applicant or Authorized Representative

Lancaster County Water and Sewer District Official

Sign

Sign

Print

Print

Date

Date

Witness

Witness

Sign

Sign

Print

Print

LANCASTER COUNTY WATER & SEWER DISTRICT
Lancaster, SC
Hereinafter referred to as the "Utility"

APPLICATION FOR WATER SERVICE

Name: _____ Account No.: _____
Service Address: _____ Owner: _____
Billing Address: _____ Deposit No.: _____
Telephone: Home _____ Receipt No.: _____
Work _____ Amount Paid: _____
Date: _____

CONTRACT

The undersigned (hereinafter referred to as "Applicant") hereby makes application for water service at the above Service Address ("premises") and agrees to pay for said service at the applicable rate, based on water consumption as measured by the Utility's meter.

The Applicant hereby grants to Utility a perpetual easement in, over, under, upon, and across the above described land, and with such easement the right to erect, install, lay, use, inspect, operate, construct, reconstruct, maintain, and repair any service lines, and to perform any such other activities as may be necessary in connection with furnishing water to the Applicant, and to have free access to the premises of the Applicant for the purpose of installing, inspecting, reading, repairing and/or removing property, including meters, of the Utility. Applicant further agrees that the Utility shall have all of the rights set forth above even if Applicant's water service has been disconnected at the time the employee, agent, or assignee of Utility accesses Applicant's property.

The Applicant agrees that all meters, pipes, regulators, and any kind of property placed on the premises by the Utility shall not constitute a part of or an accession to the real estate but shall remain personal property, title to which shall remain in the Applicant. Applicant further agrees to keep in repair all appliances and piping on said premises related to the furnishing of water service to the premises (other than meters and regulators maintained by the Utility) and to report immediately to the Utility any leaks discovered with respect thereto.

The Utility shall have the right and privilege to connect the service line of any other applicant to the service line serving the Applicant which is located on the Applicant's premises and to thereby extend water service to the adjoining or nearby property so long as such extension does not adversely affect service which Utility renders to the Applicant.

The Utility shall have the right, but not the obligation, to inspect any residential or commercial water system installation, either before the Utility commences water service to the premises, or at any such later time as the Utility may deem necessary or appropriate. The Utility further reserves the right to reject any piping or appliances related to the furnishing of water service which are not in accordance with any official Code, or with the Utility's standards; provided, however, that any inspection or failure to inspect by the Utility shall not be regarded as an assurance against defects in installation, piping, or appliances and shall not render the Utility liable or responsible for any loss or damage resulting from defects in installation, piping or appliances, or from any violation of any applicable federal, state, or local code(s) or from accidents or occurrences which might occur upon Applicant's premises.

If the Applicant is not the owner of the premises where the service is to be furnished, the Applicant must obtain written consent from the owner of the premises with respect to the furnishing of water service thereto by Utility. Applicant must also sign this application, thereby assuming responsibility hereunder to the Utility.

The Applicant shall not connect any dwelling or residence to the Utility's water system, other than the premises to be served by Utility pursuant to this Contract.

The Utility shall have the exclusive right to determine the location of any service line connection to the Utility's distribution system and to determine the allocation of water to Applicant in the event of water shortage. Utility may, in the sole discretion of Utility shut off water service to Applicant if Applicant knowingly allows a connection or extension to be made to his service line for the purpose of supplying water to another applicant or user.

The Utility shall have the right to determine meter locations on Applicant's premises. In most instances, meters shall be located adjacent to the Applicant's property line at the location nearest to the Utility's main.

The Applicant hereby agrees that: (1) if any bill for water and wastewater services performed under this or any like Contract shall remain unpaid for thirty (30) days after such bill has been rendered; or (2) if the Applicant shall tamper with, molest or otherwise interfere with any meters, lines, or other equipment of Utility; or (3) the Applicant shall otherwise be in breach of this Contract or any of the "General Terms and Conditions" of the Utility which are now in effect or which may be promulgated at some later time, then the Utility, at its option, shall have the right to terminate this Contract and any like contracts providing for the service of water to Applicant. Because the cost of terminating and reconnecting service hereunder are difficult to estimate and forecast in advance with any reasonable degree of certainty, Applicant agrees that Utility shall impose a reconnection fee on Applicant in the sum required by the regulations of the Utility in effect at that time.

It is hereby understood and agreed by and between the Utility and the Applicant that the Utility is under no obligation to extend a service line to the Applicant's premises

unless the Applicant has installed water consuming and/or water discharging plumbing facilities on the premises which are equipped for immediate connection to the Utility's system, or unless the Applicant has furnished the Utility with satisfactory evidence that he has made satisfactory arrangements to have such facilities installed prior to the time that the service line is extended to the premises.

The Utility reserves the right to refuse water service to the applicant and to refund his deposit, if any, if in the sole discretion of the Utility, service to the Applicant is uneconomical or if the applicant is not located on or adjacent to the Utility's system.

The Applicant agrees that this application is subject to the "General Terms and Conditions" which are incorporated in this contract by reference. The "General Terms and Conditions" may be amended from time to time by the Utility and all amendments or modifications to the "General Terms and Conditions" shall be binding upon the Applicant.

Once this application has been accepted by the Utility, Applicant agrees to pay Utility a non-refundable water tap fee in accordance with the standard rate then in force under the Utility's regular schedule. Applicant further agrees to accept and pay for water service at the regular rate(s) established by Utility as soon as such service becomes available to Applicant. In the event that the Utility fails to complete the construction of service line(s) to the Applicant's premises through no fault of the Applicant's, the Utility shall reimburse Applicant for any tap fee which the Applicant has paid to the Utility pursuant to this Paragraph.

Applicant shall also pay to Utility, prior to commencement of water service by Utility to Applicant, such deposit as is required under Utility's standard rate of charge. Such deposit shall constitute an advance payment by Applicant against future water service, repayable in water service only, unless the Utility shall otherwise elect upon discontinuing water service to Applicant.

If Applicant pays for a water tap pursuant to the provisions set forth above, Applicant shall be responsible for paying a minimum monthly charge to the Utility in accordance with the Utility rates then in effect, even if Applicant elects not to make use of such water tap. By his/her signature herein below Applicant acknowledges and agrees if the Applicant elects not to pay the minimum monthly charge to the Utility, the Applicant shall be deemed to have forfeited Applicant's interest in such tap and will be required to pay a new tap fee at the rate then in effect prior to making use of such tap.

In the event that Applicant fails to pay water charges duly imposed by Utility in accordance with this Agreement and/or the Utility's standard rate schedule, some or all of the following penalties shall be automatically imposed on the Applicant: (1) If Applicant's payment for such utility services is not received in the office of the Utility by the due date as indicated on Applicant's monthly bill, such penalty or penalties as are authorized by the General Terms and Conditions then in effect will be added to Applicant's next monthly bill; and (2) Applicant's utility service may be disconnected

without any prior notice to Applicant; and (3) Utility may remove Applicant's meter and forfeit Applicant's initial tap fee, in which case Applicant shall be required to pay a new tap fee at the rate then in effect prior to the Utility's reconnecting Applicant's water service.

Utility also reserves the right to refuse and return payments for less than the full amount billed. If the previous month's bill has not been paid after the current bill is mailed, Applicant shall be required to tender payment in full for both months, with payment for only the previous month being unacceptable.

Utility also reserves the right to re-assess additional capacity charges for Commercial and Industrial customers in the event the customer supplied projected Unit Contributory Loadings from SC DHEC Reg. 61-67 did not accurately represent the actual water usage at occupancy.

Signed and Accepted _____
Applicant

Signed and Accepted _____
Property Owner

Approved by _____ Date _____
Utility

**LANCASTER COUNTY WATER & SEWER DISTRICT
Lancaster, SC
Hereinafter referred to as the "Utility"**

APPLICATION FOR WASTEWATER SERVICE

Name: _____ Account No.: _____
Service Address: _____ Owner: _____
Billing Address: _____ Deposit No.: _____
Telephone: Home _____ Receipt No.: _____
Work _____ Amount Paid: _____
Date: _____

CONTRACT

The undersigned (hereinafter referred to as "Applicant") hereby makes application for wastewater service at the above Service Address ("premises") and agrees to pay for said service at the applicable rate, based on water consumption as measured by the Utility's meter.

The Applicant hereby grants to Utility a perpetual easement in, over, under, upon, and across the above described land, and with such easement the right to erect, install, lay, use, inspect, operate, construct, reconstruct, maintain, and repair any service lines, and to perform any such other activities as may be necessary in connection with furnishing wastewater service to the Applicant, and to have free access to the premises of the Applicant for the purpose of installing, inspecting, reading, repairing and/or removing property, including meters, of the Utility. Applicant further agrees that the Utility shall have all of the rights set forth above even if Applicant's wastewater service has been disconnected at the time the employee, agent, or assignee of Utility accesses Applicant's property.

The Applicant agrees that all meters, pipes, regulators, and any kind of property placed on the premises by the Utility shall not constitute a part of or an accession to the real estate but shall remain personal property, title to which shall remain in the Applicant. Applicant further agrees to keep in repair all appliances and piping on said premises related to the furnishing of wastewater service to the premises (other than meters and regulators maintained by the Utility) and to report immediately to the Utility any leaks discovered with respect thereto.

The Utility shall have the right and privilege to connect the service line of any other applicant to the service line serving the Applicant which is located on the Applicant's premises and to thereby extend wastewater service to the adjoining or nearby property so long as such extension does not adversely affect service which Utility renders to the Applicant.

The Utility shall have the right, but not the obligation, to inspect any residential, industrial, or commercial wastewater system installation, either before the Utility commences wastewater service to the premises, or at any such later time as the Utility may deem necessary or appropriate. The Utility further reserves the right to reject any piping or appliances related to the furnishing of wastewater service which are not in accordance with any official code, or with the Utility's standards; provided, however, that any inspection or failure to inspect by the Utility shall not be regarded as an assurance against defects in installation, piping, or appliances and shall not render the Utility liable or responsible for any loss or damage resulting from defects in installation, piping or appliances, or from any violation of any applicable federal, state, or local code(s) or from accidents or occurrences which might occur upon Applicant's premises.

If the Applicant is not the owner of the premises where the service is to be furnished, the Applicant must obtain written consent from the owner of the premises with respect to the furnishing of wastewater service thereto by Utility. Applicant must also sign this application, thereby assuming responsibility hereunder to the Utility.

The Applicant shall not connect any dwelling or residence to the Utility's wastewater system, other than the premises to be served by Utility pursuant to this Contract.

The Utility shall have the exclusive right to determine the location of any service line connection to the Utility's collection system and to determine the allocation of wastewater to Applicant in the event of wastewater shortage. Utility may, in the sole discretion of Utility shut off wastewater service to Applicant if Applicant knowingly allows a connection or extension to be made to his service line for the purpose of supplying wastewater to another applicant or user.

The Utility shall have the right to determine meter locations on Applicant's premises. In most instances, meters shall be located on the Applicant's property line at the location nearest to the Utility's main.

The Applicant hereby agrees that: (1) if any bill for water and sewer services performed under this or any like Contract shall remain unpaid for thirty (30) days after such bill has been rendered; or (2) if the Applicant shall tamper with, molest or otherwise interfere with any meters, lines, or other equipment of Utility; or (3) the Applicant shall otherwise be in breach of this Contract or any of the "General Terms and Conditions" of the Utility which are now in effect or which may be promulgated at some later time, then the Utility, at its option, shall have the right to terminate this Contract and any like contracts providing for the service of sewer to Applicant. Because the cost of terminating and reconnecting service hereunder are difficult to estimate and forecast in advance with any reasonable degree of certainty, Applicant agrees that Utility shall impose a reconnection fee on Applicant in the sum required by the regulations of the Utility in effect at that time.

It is hereby understood and agreed by and between the Utility and the Applicant that the Utility is under no obligation to extend a service line to the Applicant's premises unless the Applicant has installed water consuming and/or water discharging plumbing facilities on the premises which are equipped for immediate connection to the Utility's system, or unless the Applicant has furnished the Utility with satisfactory evidence that he has made satisfactory arrangements to have such facilities installed prior to the time that the service line is extended to the premises.

The Utility reserves the right to refuse sewer service to the applicant and to refund his deposit, if any, if in the sole discretion of the Utility, service to the Applicant is uneconomical or if the applicant is not located on or adjacent to the Utility's system.

The Applicant agrees that this application is subject to the "General Terms and Conditions" which are incorporated in this contract by reference. The "General Terms and Conditions" may be amended from time to time by the Utility and all amendments or modifications to the "General Terms and Conditions" shall be binding upon the Applicant.

Once this application has been accepted by the Utility, Applicant agrees to pay Utility a non-refundable sewer tap fee in accordance with the standard rate then in force under the Utility's regular schedule. Applicant further agrees to accept and pay for sewer service at the regular rate(s) established by Utility as soon as such service becomes available to Applicant. In the event that the Utility fails to complete the construction of service line(s) to the Applicant's premises through no fault of the Applicant's, the Utility shall reimburse Applicant for any tap fee which the Applicant has paid to the Utility pursuant to this Paragraph.

Applicant shall also pay to Utility, prior to commencement of sewer service by Utility to Applicant, such deposit as is required under Utility's standard rate of charge. Such deposit shall constitute an advance payment by Applicant against future sewer service, repayable in sewer service only, unless the Utility shall otherwise elect upon discontinuing sewer service to Applicant.

If Applicant pays for a sewer tap pursuant to the provisions set forth above, Applicant shall be responsible for paying a minimum monthly charge to the Utility in accordance with the Utility rates then in effect, even if Applicant elects not to make use of such sewer tap. By his/her signature herein below Applicant acknowledges and agrees if the Applicant elects not to pay the minimum monthly charge to the Utility, the Applicant shall be deemed to have forfeited Applicant's interest in such tap and will be required to pay a new tap fee at the rate then in effect prior to making use of such tap.

In the event that Applicant fails to pay sewer charges duly imposed by Utility in accordance with this Agreement and/or the Utility's standard rate schedule, some or all of the following penalties shall be automatically imposed on the Applicant: (1) If Applicant's payment for such utility services is not received in the office of the Utility by the due date as indicated on Applicant's monthly bill, such penalty or penalties as are

authorized by the General Terms and Conditions then in effect will be added to Applicant's next monthly bill; and (2) Applicant's utility service may be disconnected without any prior notice to Applicant; and (3) Utility may remove Applicant's meter and forfeit Applicant's initial tap fee, in which case Applicant shall be required to pay a new tap fee at the rate then in effect prior to the Utility's reconnecting Applicant's sewer service.

Utility also reserves the right to refuse and return payments for less than the full amount billed. If the previous month's bill has not been paid after the current bill is mailed, Applicant shall be required to tender payment in full for both months, with payment for only the previous month being unacceptable.

Utility also reserves the right to re-assess additional capacity charges for Commercial and Industrial customers in the event the customer supplied projected Unit Contributory Loadings from SC DHEC Reg. 61-67 did not accurately represent the actual water usage at occupancy.

Signed and Accepted _____
Applicant

Signed and Accepted _____
Property Owner

Approved by _____ Date _____
Utility

STATE OF SOUTH CAROLINA)	LANCASTER COUNTY WATER &
)	SEWER DISTRICT
COUNTY OF LANCASTER)	DISTRICT DEDICATION AGREEMENT

WHEREAS, the undersigned desires to obtain water or sewer service from Lancaster County Water and Sewer District in an area which District Facilities are not immediately available;

WHEREAS, in order to obtain such service the undersigned has agreed to pay all costs associated with the installation of required facilities in street or highway rights-of-way, or private rights-of-way which the undersigned has formally granted to the District at no cost for permanent public use ownership for any and all purposes without restriction or limitation; and

WHEREAS, the District has agreed to provide water and/or sewer service to undersigned upon the fulfillment by undersigned of all of the terms and conditions set forth above, as well as the payment of prescribed tap fees, and subject to payment of regular prescribed rates for all services rendered.

NOW THEREFORE, in consideration of the matters and things aforesaid which hereby fully affirmed, ratified approved, the undersigned hereby irrevocably transfers and assigns to the Lancaster County Water and Sewer District, its successors and assigns, certain water or sewer system facilities installed or to be installed by and at the expense of the undersigned at follows:

_____ feet of _____ inch water line, or _____ feet of _____ inch sewer line, together with necessary valves, fittings, and/or other appurtenances extending from _____
to _____

IN WITNESS WHEREAS the undersigned has executed these presents under seal on this the _____ day of _____, 20____.

In the presence of:

1st Witness

(Signature of Developer)

2nd Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

BEFORE ME Personally appeared _____, a witness
who on oath says that ___he saw the within named _____
sign, seal and as _____ act and deed deliver the within written Dedication agreement;
and that ___he with _____, the other witness, was
present and witnessed the due execution thereof.

SWORN to and subscribed before me
this _____ day of _____, 20__.

1st Witness

Notary Public for South Carolina
My Commission Expires: _____

APPENDIX 6

LANCASTER COUNTY WATER & SEWER DISTRICT

CROSS-CONNECTION CONTROL PROGRAM

I. AUTHORITY

- A. Lancaster County Water and Sewer District's Cross-Connection Control Program was created for The State Safe Drinking Water Act (1976 Code of Laws of South Carolina Primary Drinking Water Regulations promulgated by the South Carolina Department of Health and Environmental Control (Regulation 61-58).
- B. This program was adopted by the Lancaster County Water & Sewer District authorizing the creation and operation of a cross-connection control program.
- C. Nothing herein shall be construed to conflict with any applicable federal and state laws and regulations or with any other existing ordinances, codes, or any amendments thereto.

II. PURPOSE

- A. To protect and maintain the District's water distribution system so as to continuously provide safe and potable water in sufficient quantity and pressure and free from potential hazards to the health of its consumer.
- B. To facilitate the elimination or control of any existing unprotected cross-connections between the District's water supply system and any other water system(s), sewers or water lines, or any piping systems or containers containing polluting substances.
- C. To establish and maintain a program of cross-connection control which will effectively prevent the contamination or pollution of the potable water system by cross-connection.

III. DEFINITIONS

Air Gap means a physical separation sufficient to prevent backflow between the free-flowing discharge end of the District's water system and any other system, vessel, vat, tank. This physical separation must be a minimum of twice the

diameter of the supply side pipe diameter, but never less than one (1) inch. This method or device is approved for use on High Hazard category cross connections.

Approved means accepted by the Manager of the Lancaster County Water and Sewer District or his authorized representative as meeting the required standards or specifications, or as suitable for the proposed use.

Atmospheric Vacuum Breaker means a device which prevents back-siphonage by creating an atmospheric vent in the line when the supply line pressure falls to atmospheric (zero) or below, thereby creating a vacuum or negative pressure. This device is approved for use on Low and Medium Hazards where only back-siphonage is being addressed.

Backflow means the undesirable reversal of the flow of water or other liquids, mixtures, gases, or other substances into or towards the distribution piping of a potable supply of water from any source or sources.

Backflow Preventer means any device or means approved by SCDHEC for use in preventing backflow under its prescribed limited conditions and design for use. These devices consist of: Air Gap, Reduced Pressure Backflow Preventor, Double Check Valve Assembly, Pressure Vacuum Breaker, Atmospheric Vacuum Breaker, Hose Bibb Vacuum Breaker, Residential Dual Check, Double (or Dual) Check with Intermediate Atmospheric Vent.

Certified Tester means any person holding an up-to-date backflow prevention device tester certification card issued by SCDHEC.

Containment means a method of backflow prevention which requires a backflow preventer at the water service connection entrance (usually immediately downstream of the water meter).

Contaminant means any physical, chemical, biological, or radiological substance or matter in water, impairing the quality of the water.

Cross Connection means any actual or potential connection or structural arrangement between the District's water supply and any other source or system through which it is possible to introduce into any part of the District's water system any use water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.

Double Check Valve Assembly means an assembly of two (2) independently operating spring or weight loaded check valves with tightly closing shut off valves on each end of the check valves, plus properly located test cocks for the testing

of each check valve. This device is approved for use on Low Hazard category cross-connections.

Double (or Dual) Check Valve With Intermediate Atmospheric Vent means a device having two (2) spring loaded check valves which are separated by an atmospheric vent. This device is only available in small sizes through (3/4"). It has no test cocks or gate valves, and is usually used for internal protection. This device is approved for Low to Medium Hazard category cross-connections.

High Hazard means an actual or potential threat to the District's water supply of a physical or toxic nature to such a degree of intensity that there would be a danger to public health.

Hose Bibb Vacuum Breaker means a device which is permanently attached to a hose bibb and which acts as an atmospheric vacuum breaker. It is normally approved for Low Hazard category cross-connections, back-siphonage only.

Low Hazard means that degree of hazard which would not constitute a threat to health, but which may cause an actual or potential threat to the physical properties of the water sufficient to cause a nuisance or be aesthetically objectionable.

Manager means the Manager of the Lancaster County Water and Sewer District, including personnel authorized to act on behalf of the Manager.

Owner means any person who has legal title to, or license to operate or reside in a property upon which a cross-connection inspection is to be made or upon which a cross-connection is present or suspected of being present.

Person means an individual, partnership, co-partnership, cooperative, firm, company, public or private corporation, political subdivision, agency of the State, trust, estate, joint structure, company, or any other legal entity or their representative, agent or assigns.

Pressure Vacuum Breaker means a device which is identical to the Atmospheric Vacuum Breaker except that it is equipped with two tightly closing shut-off valves and an internal spring which allows it to be installed under continuous pressure. This device is only approved for use against back-siphonage backflow where Low to Medium category Hazards exists.

Reduced Pressure Backflow Preventer means an assembly consisting of two (2) independently operating approved check valves with an automatically operating differential relief valve located between the check valves. Tightly closing shut-off valves are located on each end of the check valves, and properly located test cocks are positioned for the testing of the check valves and the relief valve. This device is approved for High Hazard category cross connections, and may never be installed in a location or

manner which will subject the device to possible flooding or allow the relief valve to become submerged under water.

Residential Dual Check means a device with two (2) independently operating check valves. This device is not equipped with shut-off valves or test cocks, and is approved for Low Hazard category cross connections. Residential dual checks are normally employed as a containment device installed at or in the service connection meter box.

SCDHEC means the South Carolina Department of Health and Environmental Control, including personnel authorized to act on behalf of the Department.

IV. ADMINISTRATION

- A. The Lancaster County Water and Sewer District is authorized to operate a Cross-Connection Control Program pursuant to and in accordance with applicable SCDHEC laws and regulations.
- B. The owner shall allow his property to be inspected for possible cross-connections and shall follow the provisions of the Lancaster County Water and Sewer District's Cross-Connection Control Program and SCDHEC regulations.
- C. The Manager has the primary responsibility of enforcing the Cross-Connection Control Program and to maintain all records pertaining thereto.
- D. If the Manager requires the District's water supply to be protected by the containment approach then the Owner shall be responsible for water quality beyond the outlet end of the containment device and shall implement a program of internal protection which will address each offending fixture within his facility for the purpose of protecting the health of his employees as well as the safety/potability of his product.

V. REQUIREMENTS

A. New Construction

- 1. The Manager shall conduct on-site evaluations, inspections, interviews, and review of plans in order to determine the degree of hazard in question and shall prescribe backflow prevention measures (devices) which are commensurate with the degree of hazard in question. In cases where increased hazards do not dictate the need for stronger protection, a minimum of a residential dual check shall be required.

2. Any newly installed double check valve assembly or reduced pressure backflow preventer shall be tested by a certified tester prior to any final approval of occupancy being issued by the Manager.

B. Existing Premises (Facilities)

1. Utilizing water customer billing records, telephone calls, personal interviews and inspections, the Manager shall conduct a survey of all existing non-residential customers in order to determine which facilities will be required to install protective devices, the type of protective devices to be required and the length of time allowed for installation of the required devices.
2. Any newly installed reduced pressure backflow preventer or double check valve assembly required on any existing facility shall be tested by a certified tester upon installation and once annually thereafter. A firm but reasonable time period is to be established by the Manager for the completion of the required installation and testing of the prescribed devices.
3. The Manager shall not allow any existing cross-connection to remain unless it is protected by an approved backflow preventer which is commensurate with the degree of hazard in question. The Manager has the authority to decide whether the backflow prevention device must be installed at the service connection meter (containment approach), or whether the cross-connection in question may be adequately eliminated or protected within the facility at or near its point of origin (internal protection approach).
4. Reasonable but firm time schedules shall be implemented by the Manager for compliance with testing and installation requirements.
5. The owner shall be responsible for meeting all compliance schedules, as well as for all fees, and required device testing.

VI. HAZARDS

- A. The Lancaster County Water and Sewer District recognizes the threat to the District's water system arising from cross-connections. All threats shall be classified by the District as a "High", "Medium", or "Low" hazard and shall require the installation of the appropriate approved backflow prevention devices which are consistent with SCDHEC regulations and the District's Cross-Connection Control Program.

- B. To determine the nature of existing or potential hazards, the District's water system shall initially focus on the high hazard facilities. This includes facilities which offer the potential threat of contamination of a toxic nature (i.e., chemical, bacteriological, or industrial).
- C. The owner shall be responsible for notifying the District of any existing, proposed, or modified cross-connection of which the owner has knowledge but which has not been found by the District.
- D. If the Manager determines at any time that a serious threat to the public health exists from an actual or potential cross-connection, the water service may be terminated immediately and remain terminated until the Manager determines that a serious threat to the public health no longer exists.

All low hazard customers, as defined by the District, shall have a double-check valve assembly within the coppersetter next to the meter. The District shall own and maintain the check valve assembly in a normal functional manner.

All medium hazard customers, as defined by the District, shall have a double-check valve assembly (DCVA) which has been approved by the appropriate District official installed and initially tested by a licensed plumbing contractor on the customer's side of the meter. The customer shall own and maintain the double-check valve assembly in a fully functioning manner. The customer is responsible for all annual testing of assembly(s) at the customer's expense and submitting all completed testing information to the District. The DCVA shall be installed in a District approved vault or shelter.

All high hazard customers, as defined by the District, shall have a reduced pressure back-flow prevention (RPBP) device which has been approved by the appropriate District official installed and initially tested by a licensed plumbing contractor on the customer's side of the meter. The customer shall own and maintain the reduced pressure back-flow prevention device in a fully functioning manner. . The customer is responsible for all annual testing of assembly(s) at the customer's expense. The RPBP shall be installed in a District approved vault or shelter.

VII. TESTING REQUIREMENTS

- A. As part of the District's Cross-Connection Control Program, the District shall require annual testing by a certified tester of all backflow prevention devices. The District may require more frequent testing as it deems necessary based upon the age and condition of the device, where there is a history of test failures, or due to the degree of hazard involved, such additional tests are warranted. All testing will be performed at the owner's expense.

- B. The certified tester performing the test shall furnish the owner with a written report of the inspection and testing results. The certified tester shall submit a copy of the test report to the District and the District shall be responsible for maintaining those reports for a period of five (5) years.
- C. Each newly installed device shall be tested by a certified tester after installation, but before use of the owner. Each device shall be tested annually thereafter unless the District determines that more frequent testing is warranted.
- D. Any backflow prevention device which fails during a test must be repaired or replaced at the owner's expense. Upon completion of repairs, the device shall be re-tested at the owner's expense. High hazard cross-connections shall not be allowed to continue unprotected due to a malfunctioning backflow prevention device. A compliance date of not more than thirty (30) days after the test date shall be established for successful repair, replacement, and testing of the device(s) in question.

VIII. RECORDS

- A. The District shall initiate and maintain the following records:
 - 1. Master files on cross-connection surveys and inspections, including the owner's name, address, phone number, and location of the device(s) if present.
 - 2. Copies of cross-connection device testing reports furnished by the certified tester.
 - 3. The most current list of SCDHEC approved backflow prevention devices.
 - 4. A current list of certified testers.
- B. Records shall be open for inspection by the public during normal business hours.

IV. MISCELLANEOUS

- 1. All approved public water system(s) which are interconnected with the District's water system shall have a common gate valve and/or check valve assembly between the systems that meet the Standard Specifications of the District. All new developments shall interconnect with the District's existing water system with a District approved permanently installed gate valve and a temporary check valve

assembly which will be removed by the Contractor once final approval is given. All cross-connection devices shall meet the requirements of SCDHEC.

2. The District reserves the right to randomly inspect any DCVA or PRBP device. In the event that an inspection by District personnel reveals faulty or malfunctioning device(s), the customer shall make all necessary repairs within thirty (30) days of receiving written notice that maintenance repair on the faulty device(s) is required. If the customer fails to provide the District with a certified test of the faulty device(s) within thirty (30) days indicating that the malfunction has been corrected, the District shall schedule the test by a certified tester and bill the customer at the then applicable rate schedule. If the test indicates that the customer has failed to perform the required maintenance, the District will terminate the customer's water service until required maintenance is completed.

APPENDIX 7

LANCASTER COUNTY WATER & SEWER DISTRICT

CERTIFICATE OF NO-LITIGATION

Date: _____

District Manager
Lancaster County Water & Sewer District
P.O. Box 1009
Lancaster, SC 29721

Project Name: _____

Dear Sir:

This is to certify that there are no pending or threatened legal or equitable actions, nor are there any circumstances which could give rise to legal or equitable actions which could or will affect the fee simple dedication of the above referenced project. I further certify that all contractors, sub-contractors, material suppliers, engineers, attorneys, or other persons, firms, or corporations retained for the purpose of designing, planning, and constructing the referenced project have been paid in full.

1st Witness

Developer

2nd Witness

1st Witness

Contractor

2nd Witness

1st Witness

Engineer

2nd Witness

APPENDIX 8

LANCASTER COUNTY WATER & SEWER DISTRICT

CONTRACTOR GUARANTY

WHEREAS, Lancaster County Water and Sewer District, as ultimate owner and operator of the _____ (project name) water and/or sewer utility systems located at _____

(street, address and lot and block or tract numbers), requires tangible assurance as to the quality of materials and workmanship used on the aforementioned project; and

WHEREAS, _____ (Contractor), as the duly licensed and responsible Contractor having constructed and/or supervised the construction of the aforementioned project, desires to assure the Lancaster County Water and Sewer District that the quality of materials and workmanship meet published standards governing the construction of such utilities work.

THEREFORE, it is hereby agreed that neither final payment by the Developer, nor any provision in the contract with the Developer, nor partial or entire use of the constructed utility improvements by the Lancaster County Water and Sewer District or members of the general public shall constitute an acceptance by Lancaster County Water and Sewer District of work not performed in accordance with approved plans or relieve the Contractor of liability or responsibility for faulty material or workmanship. It is further agreed that the Contractor shall promptly remedy any and all such defects in the work of the Contractor or any sub-contractors retained and/or approved by the Contractor or operating under the Contractor's supervision and/or control, with the exception of damages resulting from Acts of God, and that all such repairs shall be at the sole expense of the Contractor, who shall, in addition, pay for any incidental or consequential damage resulting there from which shall appear within a period of twelve (12) months from the date of the Service Authorization.

IN WITNESS WHEREOF, this instrument of GENERAL GUARANTY is hereby executed.

Attest: _____ (Signature of Authorized Contractor)
_____ (Print Name of Authorized Contractor)

For: _____ (Company Name)
_____ (Mailing Address)
_____ (Telephone Number)

APPENDIX 17

LANCASTER COUNTY WATER & SEWER DISTRICT

SC DHEC Reg. 61-67 Table
Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities

Type of Establishment	*Hydraulic Loading (GPD)
A. Airport	
1. Per Employee	10
2. Per Passenger	5
B. Apartments, Condominiums, Patio Homes:	
1. Three (3) Bedrooms (Per Unit)	400
2. Two (2) Bedrooms (Per Unit)	300
3. One (1) Bedroom (Per Unit)	200
C. Assembly Halls: (Per Seat)	5
D. Barber Shop:	
1. Per Employee	10
2. Per Chair	100
E. Bars, Taverns:	
1. Per Employee	10
2. Per Seat, Excluding Restaurant	40
F. Beauty Shop:	
1. Per Employee	10
2. Per Chair	125
G. Boarding House, Dormitory: (Per Resident)	50
H. Bowling Alley:	
1. Per Employee	10
2. Per Lane, No Restaurant, Bar or Lounge	125
I. Camps:	
1. Resort, Luxury (Per Person)	100
2. Summer (Per Person)	50
3. Day, with Central Bathroom (Per Person)	35
4. Travel Trailer (Per Site)	175
J. Car Wash: (Per Car Washed)	75
K. Churches: (Per Seat)	3
L. Clinics, Doctor's Office:	
1. Per Employee	15
2. Per Patient	5
M. Country Club, Fitness Center, Spa: (Per Member)	50

N. Dentist Office:	
1. Per Employee	15
2. Per Chair	8
3. Per Suction Unit; Standard Unit	370
4. Per Suction Unit; Recycling Unit	95
5. Per Suction Unit; Air Generated Unit	0
O. Factories, Industries:	
1. Per Employee	25
2. Per Employee, with Showers	35
3. Per Employee, with Kitchen	40
4. Per Employee, with Showers & Kitchen	45
P. Fairgrounds: (Average Attendance, Per Person)	5
Q. Grocery Stores: (Per one thousand (1,000) Square Feet, No Restaurant)	200
R. Hospitals:	
1. Per Resident Staff	100
2. Per Bed	200
S. Hotels: (Per Bedroom, No Restaurant)	100
T. Institutions: (Per Resident)	100
U. Laundries: (Self Service, Per Machine)	400
V. Marinas: (Per Slip)	30
W. Mobile Homes: (Per Unit)	300
X. Motels: (Per Unit, No Restaurant)	100
Y. Nursing Homes:	
1. Per Bed	100
2. Per Bed, with Laundry	150
Z. Offices, Small Stores, Business, Administration Buildings: (Per Person, No Restaurant)	25
AA. Picnic Parks: (Average Attendance, Per Person)	10
BB. Prison/Jail:	
1. Per Employee	15
2. Per Inmate	125
CC. Residences: (Per House, Unit)	400
DD. Rest Areas, Welcome Centers:	
1. Per Person	5
2. Per Person, with Showers	10
EE. Rest Homes:	
1. Per Bed	100
2. Per Bed, with Laundry	150

FF. Restaurants:	
1. Fast Food Type, Not Twenty Four (24) Hours (Per Seat)	40
2. Twenty Four (24) Hour Restaurant (Per Seat)	70
3. Drive-In (Per Car Served)	40
4. Vending Machine, Walk-up Deli (Per Person)	40
GG. Schools, Day Care:	
1. Per Person	10
2. Per Person, with Cafeteria	15
3. Per Person, with Cafeteria, Gym and Showers	20
HH. Service Stations:	
1. Per Employee	10
2. Per Car Served	10
3. Car Wash (Per Car Washed)	75
II. Shopping Centers, Large Department Stores, Malls: (Per one thousand (1,000) Square Feet, No Restaurant)	200
JJ. Stadiums, Coliseums: (Per Seat, No Restaurant)	5
KK. Swimming Pools: (Per Person, with Sewer Facilities and Showers)	10
LL. Theaters: Indoor (Per Seat), Drive In (Per Stall)	5

Note:

*This table was derived from Standards for Wastewater Facility Construction: R. 61-67 Revision May 2002. Please contact SC DHEC for most current hydraulic loading calculations.

LANCASTER COUNTY WATER & SEWER DISTRICT
PROJECTED FLOWS TABLE

Project Name: _____

Projected Flows (Per SC DHEC Reg.61-67, Appendix A)

<u>Type of Establishment**</u>	<u>Square Ft of Establishment</u>	<u>Unit^</u>	<u># of Units</u>	<u>Hydraulic Loading**</u>	<u>ADF</u>
Use #1					gpd
Use #2					gpd
Use #3					gpd
Use #4					gpd
Use #5					gpd
Use #6					gpd
Use #7					gpd
Use #8					gpd
Use #9					gpd
Use #10					gpd

** Refer to SC DHEC Regulation 61-67
(Latest Revision)

^ Unit to be expressed per residence, per employee, per sq ft., etc. as applicable

ESTIMATED TOTAL GPD gpd

I elect to pay my capacity fees based on meter size, not the table above. Yes _____ No _____

I elect to pay:

_____ ½ capacity fees in effect with remaining ½ to be paid at the fee in effect at the time of payment prior to request for meter set.
Connection cost will be added prior to request for meter set.

_____ full capacity fees and connection fees at fee in effect at time of payment.

Date

Owner/Engineer Name Printed

I hereby certify that information provided is true and correct. If the actual use of the property will result in a higher projected flow than that originally indicated at the time of the Letter of Intent Response, additional capacity fees must be paid at the capacity fee then in effect based on the projected flows for the actual type of use on the property.

Owner/Engineer Signature: _____