



*Lancaster County
Water & Sewer District*

LANCASTER COUNTY WATER AND SEWER DISTRICT

GENERAL TERMS AND CONDITIONS

COMMISSIONERS

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Robert Barr, Vice Chairman
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Stephen White, Manager
Brad Bucy, Assistant Manager

Effective Date: This Policy shall take effect on February 10, 2004.
Revised: December 9, 2014

ATTEST:

Handwritten signature of Sammie Harper in blue ink.

Chairman

Handwritten signature of Gerald E. White in blue ink.

Secretary

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PREFACE

The purpose of these General Terms and Conditions is to provide customers with the general terms and conditions of the Lancaster County Water & Sewer District (LCWSD) for utility service.

Please note that although an effort was made to make this document complete and reflective of LCWSD requirements for customers who are or wish to be connected to the LCWSD's water and/or wastewater systems (systems), other regulations, terms and conditions may be applicable. An on-going effort will be made to periodically update these General Terms and Conditions. As a result, contact should be made with LCWSD management and personnel on a continued basis to ensure familiarity and compliance with the most current General Terms and Conditions.

The terms and conditions described herein are applicable to all customers desiring connection to LCWSD's systems whether they are residential, commercial, and/or industrial. LCWSD owns and holds all water and wastewater infrastructure to the point of meter connection. The customer owns and holds all water and wastewater infrastructure from the point of connection to any building or improvements on the real property, as well as any plumbing located therein or thereon. LCWSD is responsible for its infrastructure, the quality of water delivered, backflow prevention, minimum pressure, infiltration / inflow and any other service related issues cause exclusively by its infrastructure and the operation thereof. Customer is responsible for its infrastructure, including, but not limited to, repair, replacement, maintenance, line breakages, backups and spills, and any impairment or deterioration of LCWSD's water quality caused by the customer or its infrastructure. All customers shall indemnify LCWSD for any and all losses and / or damages which may be incurred by LCWSD as a result of any problem, malfunction, repair, replacement, maintenance or operation of the customer's infrastructure installed after the point of connection.

LCWSD reserves the right to revise without notice these General Terms and Conditions and other related policies for its current and future customers to follow in order to maintain the integrity of its utility system. LCWSD's General Terms and Conditions does not limit the customer's responsibility to adhere to any of LCWSD's other Policies and/or Procedures, such as, but not limited to, LCWSD's Oil & Grease Policy, LCWSD's Pre-Treatment Ordinance, or the Developer Policy. For more information about LCWSD, please visit our website at www.lcwasd.org.

GENERAL TERMS AND CONDITIONS

(1) NOTES:

LCWSD cannot offer or provide any person or organization free water or wastewater connections or service. Any customer wishing to connect into LCWSD's wastewater system shall be required to also be a LCWSD water customer. No customer may consume water for indoor use via a well system and be connected to LCWSD's wastewater system. Where access to LCWSD's wastewater system is unavailable, customers may receive water from LCWSD and are allowed to operate their own septic system with rules and regulations governed by SC DHEC; however, customers shall not receive wastewater service without also receiving water service. Any septic system is owned, operated, and maintained by the customer. In the event access to LCWSD's wastewater system is available, LCWSD has the right, at its own discretion, to impose mandatory hookup to its water and/or wastewater system.

(2) BILLING PROCEDURES:

Due to the volume of bills, it may be necessary for LCWSD to have multiple billing dates. The amount of water and/or wastewater usage reflected on the bills is calculated by the difference in readings from the last reading of the meter until the current reading. All customers with an irrigation system, especially ones with wastewater service, should have an irrigation connection to avoid higher wastewater charges. Wastewater usage is based on water consumption. Meters are read monthly under normal circumstances. Monthly bills may be estimated, because of inclement weather or other unforeseen circumstances that prevent meter readings. If this is necessary, the estimations will be calculated based on the twelve previous months' consumptions to determine consumption for the period meters are not actually read. Bills are mailed to the customer's mailing address with a return envelope for customer's use. Other ways to pay include on-line at LCWSD's website www.lcwasd.org, use of a credit/debit card over the telephone or in person, bank draft, night deposit drop box after hours located next to the drive-thru window at LCWSD's office, coming into LCWSD's office during normal business hours or using the drive-thru window at LCWSD's office. It is the customer's responsibility to notify LCWSD of a change in address or any change in bank account information. LCWSD will not be responsible for mail service delivery and monthly charges are still the responsibility of the customer even if the customer does not receive a bill by mail.

(3) PAYMENT FOR SERVICE:

LCWSD will not accept partial payments unless pre-approved by LCWSD management. If customers choose to use a third party collection and payment service to submit payment of their

bills to LCWSD, they do so at their own risk. It is the customer's responsibility to ensure all payments are made as noted on the customer's bill. Failure by the customer to pay water and/or wastewater charges duly imposed shall result in the automatic imposition of any or all of the following penalties:

- A. If payment is not received by the due date indicated on the bill, a penalty (late fee) in an amount then in effect will be added to the bill.
- B. Nonpayment by the due date as indicated on the bill will result in a late notice reminder being mailed to the customer and the service being disconnected at a later date without any prior notice.
- C. LCWSD reserves the right to refuse and return payment for less than the full amount billed. If the previous month's bill has not been paid prior to present bill due date, payment in full for both bills will be required.
- D. Nonpayment by the due date as indicated on the bill will allow LCWSD to disconnect service, remove the meter and cause forfeiture of the initial connection and/or capacity fee, with any later reconnection requiring the customer to pay another connection and/or capacity fee then in effect plus any unpaid bills along with non-payment and late fees also being paid prior to reconnection or cut-on of service within LCWSD's system. Should the customer have a deposit with LCWSD, the deposit will be used to cover amount owed to LCWSD with any remaining unpaid amount still the responsibility of the customer. Deposit overages will be reimbursed by check mailed to the address provided by the customer.

(4) **BANK DRAFT:**

If a customer is interested in having their monthly bill drafted from the customer's checking or savings account, the bank draft authorization section on the back of the customer's bill must be filled out and returned to LCWSD. It contains information essential to LCWSD being able to draft the customer's bank account, including name, bank account number, bank number and account number with the LCWSD. Also, a signed and voided blank check must be included. It may take at least one bill before the account will be drafted. Bank drafts are processed within approx. one (1) week into the billing cycle. Return payments are handled according to the Returned Payment Fee outlined herein. Should a customer have two bills unable to be processed by the bank, the customer is notified and deleted from bank draft billing. Bank draft does not excuse the customer's responsibility to pay their bill.

(5) **CREDIT/DEBIT CARD PAYMENTS:**

LCWSD can accept debit/credit card (Discover, American Express, Visa, or MasterCard only) payments either over the telephone, by going to LCWSD's website, or in the LCWSD office during normal business hours. A convenience/administrative fee then in effect will be charged each time a customer makes payment over the telephone.

(6) ON-LINE PAYMENTS:

Customers may submit on-line payments by going to LCWSD's website, www.lcwasd.org. Discover, American Express, Visa, or MasterCard are the only cards accepted. A payment and usage history are also available for your account. Each customer must assign a password to their account. For on-line usage after the Non-Payment Fee (see Section 18 below) has been added to the customer's account, the customer is advised to contact the LCWSD office during normal business hours to receive the correct amount due. Please allow until at least the next business day for payment processing.

(7) ELECTRONIC LOCKBOX SERVICE:

Electronic Lockbox Service is a means of payment to LCWSD in which a customer can make electronic payments through their bank which is received electronically by a third party provider where the payment is transferred daily to LCWSD electronically. If a customer elects to use this service after the Non-Payment Fee (see Section 18 below) has been added to the customer's account, the customer is advised to contact the LCWSD office during normal business hours to receive the correct amount due. Please allow until at least the next business day for payment processing. Return payments are handled according to the Returned Payment Fee outlined herein.

(8) RENTAL / LEASE DEPOSIT:

All customers who do not own title to the property being served are required to pay a deposit in the amount then in effect prior to service being turned on. At the time the customer elects to terminate service with LCWSD, if no past-due payments, fees or other charges are owed to LCWSD, a refund of the deposit will be made without interest to the individual whose name is on the deposit receipt issued by LCWSD at the time the deposit is accepted. If final payment of all monthly charges, fees or other charges is not made in full, the total amount owed will be deducted from the deposit and the remainder of the deposit, if any, will be refunded. If final payment of all monthly charges, fees or other charges exceed the deposit amount, the customer will be responsible for the excess amount. If the customer does not pay the amount exceeding the deposit, LCWSD will not provide service to the customer until the full unpaid balance is paid.

(9) FORWARDING BALANCES:

Should a customer have an unpaid balance due to LCWSD from a previous location, this amount must be paid in full before service will be established at any new location or this forwarding balance will be added to the customer's present account. Should a customer have an unpaid balance on a final bill, this unpaid balance must be paid in full prior to establishing a new account for the customer. In the event a new account is mistakenly opened for the customer without payment in full of the prior balance, LCWSD has the right to add the unpaid balance to the

customer's new account and demand payment thereof. LCWSD reserves the right to disconnect the customer's service for unpaid forwarding balances, including any fees.

(10) CAPACITY FEES:

An Application for Water and/or Wastewater Service must be signed and a designated capacity fee must be paid in full by each customer for water and/or wastewater service prior to being connected to LCWSD's system. For connections installed by LCWSD, there is a capacity fee which includes the connection fee cost. This capacity fee charge is to recover a portion of the cost to provide capacity that the connection is capable of providing to the customer. The capacity fee includes a fee to recover the associated cost of the capacity required in the treatment facilities, transmission mains, and wastewater outfalls and other related water and/or wastewater infrastructure. The amount of the connection fee for connections installed by LCWSD on the existing water and/or sewer system is based on the average actual cost incurred by LCWSD to install similar size service connections during the previous fiscal year. It is the customer's responsibility at the time of connection to notify and provide evidence to LCWSD personnel when the premise to be served is to be rental property, leased property, or owner occupied use. When the connection is not installed by LCWSD, such as new development, there is still a capacity fee, but the terms and provisions for the imposition of such fees are governed by LCWSD's Developer Policy.

(11) CONNECTION LOCATION:

LCWSD has the exclusive and sole right to determine the location of any water and/or wastewater service line connection to its distribution and/or collection system. The water and/or wastewater connection shall be provided at the edge of highway right-of-way or easement area (if applicable). LCWSD will make a reasonable effort to locate connections as close to the customer's desired location as possible. The customer will be given a blue water and/or green wastewater flag at the time connection is purchased, which must be placed by the customer in the desired location at the property line nearest to LCWSD's water and/or wastewater facilities. LCWSD will not install any connections unless there is a blue and/or green flag for each connection purchased.

(12) RESPONSIBILITY OF SERVICE LINES:

LCWSD owns and holds all water and wastewater infrastructure to the point of meter connection. The customer owns and holds all water and wastewater infrastructure from the point of connection to any building or improvements on the real property, as well as any plumbing located therein or thereon. LCWSD is responsible for its infrastructure, the quality of water delivered, backflow prevention, minimum pressure, infiltration / inflow and any other service related issues cause exclusively by its infrastructure and the operation thereof. Customer is responsible for its infrastructure, including, but not limited to, repair, replacement, maintenance, line breakages, backups and spills, regulating desired pressure, and any impairment or deterioration of LCWSD's water quality caused by the customer or its infrastructure. All customers shall indemnify LCWSD for any and all losses and / or damages which may be incurred by LCWSD as a result of any

problem, malfunction, repair, replacement, maintenance or operation of the customer's infrastructure installed after the point of connection.

(13) FORFEITURE OF CONNECTION:

In the event a customer pays for a water and/or wastewater connection and does not use the connection within 90 days from installation, the customer may be responsible for the payment of a minimum monthly charge. If the customer does not pay the necessary minimum monthly charge for a period of sixty days (60) days the customer may be deemed to have forfeited the water and/or sewer connection. Once the connection has been forfeited, it cannot be used unless another connection fee is paid in the amount then in effect. LCWSD shall be under no obligation to refund any fees or charges whatsoever previously paid on any forfeited connection. Vacant rental property is excluded from the minimum monthly charge provided the connection is not being used. All customers purchasing connections for rental property must inform LCWSD at the time of connection purchase.

(14) RELOCATION OF CONNECTION:

In the event a customer requests a relocation of a connection, LCWSD will determine if the connection can be relocated on the property as requested. If LCWSD approves the relocation request, a relocation fee must be paid prior to the relocation.

(15) RIGHT OF REFUSAL:

LCWSD reserves the right to refuse water and/or wastewater service to the customer and refund his/her capacity fee, if any, in the sole discretion of LCWSD, service to the customer is not adjacent to LCWSD's systems or if, in the opinion of the customer, the customer cost of the line extension was too expensive.

(16) INSPECTION:

LCWSD has the right to inspect customers' wastewater service line and related appliances. Such inspection or failure to inspect shall not be regarded as an assurance against defects in installation, piping, or appliances and shall not render LCWSD liable or responsible for any loss or damage resulting from defects in installation, piping, or appliances or from violation of any official codes as may be applicable or from accidents or occurrences which may occur on the customer's premises. LCWSD shall charge the inspection fee in effect at the time of connection to LCWSD's wastewater system.

(17) LATE PAYMENT PENALTY:

If full payment is not received by LCWSD on or before the date indicated on the bill, a penalty in an amount then in effect will be added to the bill.

(18) NONPAYMENT FEE:

Should the customer's service become delinquent or disconnected because of nonpayment, a nonpayment fee then in effect will be added to the balance of the customer's account. The past due amount including non-payment fee must be paid in full prior to reconnection of service. Reconnections will be made on the same day provided the account is paid in full, including any fees and is received prior to 4:00 p.m. If the account is paid in full including any additional fees and is received any other day than the day of disconnect after 4:00 pm, it will be the next business day before reconnection of service is made.

(19) RETURNED PAYMENT FEE:

A returned payment fee then in effect will be charged each time a payment is returned. Returned payments include those made by checks, credit cards, ACH or other online payments. Should a payment be returned, notification will be sent indicating the date payment is to be made by and amount owed. Failure to make payment as indicated on the notice will result in the returned payment being turned over to the County Magistrate Court and the service being disconnected. The total outstanding account balance (including the returned payment fee and the non-payment fee) must be paid in full prior to reconnection of service.

(20) CONVENIENCE CUTOFF FEE:

Upon request by customer, LCWSD will cut off water service to the premises for the fee in effect at the time of the request. This fee will be added to the customer's next bill. This cut off service is normally offered when the customer either does not know where their cut off device is located, the customer does not have such a device, or inclement weather such as snow prevents the customer from being able to locate their water meter any/or devices. The application for service requires customers to provide their own cut-off valve on the customer's side of the meter for their use.

(21) METER READING VERIFICATION FEE:

Upon request by customer, LCWSD will check the operation of the customer's water meter, check the reading of the meter, and/or calibrate the meter for the fee amount then in effect at the time. This fee will be added to the customer's next bill. A fee will not be charged if LCWSD determines that there has been a failure of equipment or error on LCWSD's part.

(22) UNAUTHORIZED OR ILLEGAL USAGE:

Unauthorized water and/or wastewater usage is a violation of LCWSD's policies, rules, and regulations and is subject to LCWSD's unauthorized usage fees then in effect. It may also be violation of S.C. Code Ann. § 5-31-1110 (1976) and therefore subject the unauthorized user to civil or criminal penalties.

- 1) When an illegal connection is found, the device used on the illegal connection will be confiscated and information will be posted stating that this is an illegal connection and to claim equipment, please come by the LCWSD office or call (803) 285-6919. The responsible person is the person whose name the account is in at the time of damage. If the responsible person is at the scene, LCWSD personnel will advise him of the policy, obtain needed information, and request it be disconnected. Failure to comply with the request may result in LCWSD personnel calling law enforcement to resolve the violation or arrest the offender.
- 2) A bill will be calculated for the water used, based on the currently approved unauthorized usage fee (\$5.00/1000 gallons). Where water is returned into LCWSD's wastewater system, the gallons used will also be calculated for sewer charges at the highest volume charge per 1,000 gallons then in effect.

(23) TAMPERING FEE:

Should an LCWSD-owned water meter, cutoff device, or any other LCWSD owned property be tampered with, the meter yoke will be either locked or the meter will be removed by LCWSD personnel and a tampering fee then in effect will be added to the balance of the customer's account. The total account balance including the tampering fee must be paid in full prior to reconnection of service. See Section 19 above for Non-Payment Fee and reconnection time table. All tampering with LCWSD-owned water meters, cutoff devices, or any other LCWSD owned property will be subject to Section 23 herein. Nothing herein is intended to limit any other remedies for meter tampering which may be imposed under applicable law, including S.C. Code Ann. § 16-13-385 (1976).

(24) BILL ADJUSTMENTS:

LCWSD will adjust the customer's bill with proof of a leak being repaired a maximum of two (2) times during a twelve (12) month period. Proof of a leak being repaired shall mean a receipt from a plumber or a receipt from a plumbing store where the materials were purchased to repair a leak. Bills are not eligible for adjustment until any and all leaks are repaired.

(25) EMERGENCY SITUATIONS:

In the event of a water shortage LCWSD shall determine the allocation of water and/or wastewater service to its customers. In the event of a drought situation, LCWSD will implement the requirements set forth in its Drought Response Plan as well as any other applicable consumption restrictions to protect the availability of water for its customers.

(26) **PRIVACY STATEMENT:**

This privacy statement sets forth our current privacy practices with regard to the information we collect when you apply for and receive water and wastewater service. LCWSD adheres to its Identity Theft Prevention Program. For customer protection, when applying for service with LCWSD, some personal information is required to be disclosed such as name, billing address and service address, telephone number, social security number, drivers license number, and other relevant information. When paying your bill with a credit/debit card, LCWSD requires your card number and information in order to process payment. When paying your bill with bank draft, LCWSD needs your bank account information in order to process payment. All requests for payment history will be given only by coming into LCWSD's office with proper identification or a copy can be mailed to the appropriate mailing address.

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

PLEASE EMAIL, FAX OR MAIL IN ALL OF THE APPLICATION PAGES
Failure to do so may delay processing of the application.

APPLICATION FOR WATER AND/OR WASTEWATER SERVICE
Residential

APPLICANT

Name: Account No:
Social Security No: Property Owner OR Rent/Lease
Driver's License No. State: Date of Birth:
Service Address: Closing/Start Date:
Billing Address: Date of Application:
Telephone No: Home:
Work:
Email:

CO-APPLICANT: (AUTHORIZED TO RECEIVE ACCOUNT INFORMATION & RECORDS ONLY)

Name: Date of Birth:
Social Security No: Telephone No: Home:
Driver's License No. State: Work:
Email:

Type of Service: Water Wastewater Water and Wastewater Irrigation

CONTRACT

Pursuant to 5 U.S.C. 552a(e)(3), as a part of the application for either water or wastewater service with Utility, you are required to provide your social security number. It is not mandatory that you provide this information, however it is useful for account verification purposes.

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

The Applicant acknowledges that Utility has 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 and/or 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 water and/or wastewater infrastructure, of the Utility.

easement, Applicant promises to execute such an instrument upon presentation thereof by Utility, failing which execution Applicant understands Utility may terminate or discontinue utility service to Applicant's property.

The Applicant agrees that all meters, pipes, regulators, and any kind of water and/or wastewater infrastructure 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 Utility. Applicant further agrees to keep in repair all appliances and piping on said Premises related to the furnishing of water and/or wastewater service to the Premises (other than meters 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 lines of any other applicant to the service lines serving the Applicant which are located on the Premises and to thereby extend water and/or 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 water and/or wastewater system installation, either before the Utility commences water and/or 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 water and/or 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 indemnity 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 the Premises.

If the Applicant is not the owner of the Premises when purchasing a new connection, the Applicant must obtain written consent from the owner of the Premises with respect to the furnishing of water and/or wastewater service thereto by Utility. Applicant must also sign this Contract, thereby assuming responsibility hereunder to the Utility.

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

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

The Utility shall have the right to determine meter and/or service line locations on the Premises. In most instances, meters and/or lines 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/or 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 and/or wastewater to Applicant. Applicant agrees that Utility shall impose a non-payment fee on Applicant in the sum required by the regulations of the Utility in effect at that time and service may be terminated any time after non-payment fee is assessed.

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 Premises unless the Applicant has installed water consuming and/or wastewater 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 s/he has made satisfactory arrangements to have such facilities installed prior to the time that the service lines are extended to the Premises.

The Utility reserves the right to refuse water and/or wastewater service to the Applicant and to refund his/her 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.

Initials: _____

The Applicant agrees that this Contract 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 Contract has been accepted by the Utility, Applicant agrees to pay Utility a non-refundable water and/or wastewater connection and/or capacity 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 and/or wastewater service at the regular rate(s) established by Utility as soon as such service(s) becomes available to Applicant. In the event that the Utility fails to complete the construction of service line(s) to the Premises through no fault of the Applicant's, the Utility shall reimburse Applicant for any connection and/or capacity fee which the Applicant has paid to the Utility pursuant to this paragraph. Any cost incurred by Utility will be deducted from the connection and/or capacity fee.

Applicant shall also pay to Utility, prior to commencement of water and/or wastewater 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 and/or wastewater service, repayable in water and/or wastewater service only, unless the Utility shall elect to refund such deposit upon termination of water and/or wastewater service to Applicant.

If Applicant pays for water and/or wastewater service 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 and/or wastewater service. 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 service(s) and will be required to pay a new connection and/or capacity fee at the rate then in effect prior to making use of such service(s).

In the event that Applicant fails to pay water and/or wastewater charges duly imposed by Utility in accordance with this Contract 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 service 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 retain Applicant's initial connection and/or capacity fee, in which case Applicant shall be required to pay a new connection and/or capacity fee at the rate then in effect prior to the Utility's reconnecting Applicant's water and/or wastewater 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 the delinquent bill. Utility is not responsible for mail service and the Applicant is responsible for payment of the monthly bill even though the monthly bill may not be delivered by the mail service.

This Contract shall run with the Premises so long as service is provided thereto by Utility pursuant to this Contract and shall bind any occupant on the Premises which is furnished any service hereunder.

Signed and Accepted _____
Applicant Signature

Printed Name

*Signed and Accepted _____
Property Owner Signature

Printed Name

Approved by _____
Utility Rep.

Date _____

***Property owner signature is not required for leases or rentals unless a new connection is purchased by the lessee or tenant.**

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

**PLEASE EMAIL, FAX OR MAIL IN ALL OF THE APPLICATION PAGES
Failure to do so may delay processing of the application.**

**APPLICATION FOR WATER AND/OR WASTEWATER SERVICE
Industrial/Non-Residential/Non-Residential Irrigation**

APPLICANT

Name: _____ Account No.: _____

Tax ID/SSN: _____ Property Owner **OR** Rent/Lease

Service Address: _____ Closing/Start Date: _____

_____ Date of Application: _____

Billing Address: _____ Telephone No: Home: _____

_____ Work: _____

Email: _____

CO-APPLICANT: (REPRESENTATIVE SUBMITTING APPLICATION)

Name: _____ Date of Birth: _____

Email: _____ Telephone No: Home: _____

Job Title: _____ Work: _____

Type of Service: Industrial Non-Residential Non-Residential Irrigation

Type of Service: Water Wastewater Water and Wastewater

CONTRACT

Pursuant to 5 U.S.C. 552a(e)(3), as a part of the application for either water or wastewater service with Utility, you are required to provide your Tax ID number. It is not mandatory that you provide this information, however it is useful for account verification purposes. When you call to speak with someone regarding your account, you will be asked to provide your Tax ID number to confirm you are the account holder. Should you refuse to provide this information, Utility may not be able to process your application for water or wastewater service.

The undersigned (hereinafter referred to as "Applicant") hereby makes application for water and/or wastewater service at the above Service Address ("Premises") and agrees to pay for said services at the applicable rate, based on water consumption as measured by the Utility's water meter. The Co-Applicant as indicated above is another designated person the Applicant may choose to appoint on the Application for receiving account information and any records of the account in the absence of the Applicant.

The Applicant acknowledges that Utility has 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 and/or 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 water and/or wastewater infrastructure, of the Utility. Applicant further understands that the Utility shall have all of the rights set forth above even if Applicant's water and/or wastewater service has been

disconnected at the time the employee, agent, or assignee of Utility accesses Applicant's property. Should Utility require of Applicant a recordable easement, Applicant promises to execute such an instrument upon presentation thereof by Utility, failing which execution Applicant understands Utility may terminate or discontinue utility service to Applicant's property.

The Applicant agrees that all meters, pipes, regulators, and any kind of water and/or wastewater infrastructure 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 Utility. Applicant further agrees to keep in repair all appliances and piping on said Premises related to the furnishing of water and/or wastewater service to the Premises (other than meters 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 lines of any other applicant to the service lines serving the Applicant which are located on the Premises and to thereby extend water and/or 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 water and/or wastewater system installation, either before the Utility commences water and/or 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 water and/or 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 indemnity 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 the Premises.

If the Applicant is not the owner of the Premises when purchasing a new connection, the Applicant must obtain written consent from the owner of the Premises with respect to the furnishing of water and/or wastewater service thereto by Utility. Applicant must also sign this Contract, thereby assuming responsibility hereunder to the Utility.

The Applicant shall not connect or attempt to connect any property to the Utility's water and/or 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 lines connected to the Utility's distribution and/or collection system and to determine the allocation of water to the Applicant in the event of a water shortage. Utility may, in the sole discretion of Utility shut off water and/or wastewater service to Applicant if Applicant knowingly allows a connection or extension to be made to his/her service lines for the purpose of supplying water and/or wastewater to another person or entity.

The Utility shall have the right to determine meter and/or service line locations on the Premises. In most instances, meters and/or lines 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/or 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 and/or wastewater to Applicant. Applicant agrees that Utility shall impose a non-payment fee on Applicant in the sum required by the regulations of the Utility in effect at that time and service may be terminated any time after non-payment fee is assessed.

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 Premises unless the Applicant has installed water consuming and/or wastewater 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 s/he has made satisfactory arrangements to have such facilities installed prior to the time that the service lines are extended to the Premises.

The Utility reserves the right to refuse water and/or wastewater service to the applicant and to refund his/her 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 Contract is subject to the "General Terms and Conditions" and "Developer Policy" which are incorporated in this Contract by reference. Applicant is subject to the Utilities' Pre-Treatment Program and/or Oil & Grease Program, or any versions thereof imposed on District by a wholesale provider of wastewater treatment to the District. The "General Terms and Conditions", "Developer Policy", "Pre-Treatment Program", and "Oil & Grease Program" may be amended from time to time by the Utility or any wholesale provider, and all amendments or modifications to the "General Terms and Conditions", "Developer Policy", "Pre-Treatment Program", and "Oil & Grease Program" shall be binding upon the Applicant.

Initials: _____

Once this Contract has been accepted by the Utility, Applicant agrees to pay Utility a non-refundable water and/or wastewater connection and/or capacity 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 and/or wastewater service at the regular rate(s) established by Utility as soon as such service(s) 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 connection and/or capacity fee which the Applicant has paid to the Utility pursuant to this paragraph. Any cost incurred by Utility will be deducted from the connection and/or capacity fee.

Applicant shall also pay to Utility, prior to commencement of water and/or wastewater 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 and/or wastewater service, repayable in water and/or wastewater service only, unless the Utility shall elect to refund such deposit upon termination of water and/or wastewater service to Applicant.

If Applicant pays for water and/or wastewater service 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 and/or wastewater service. 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 service(s) and will be required to pay a new connection and/or capacity fee at the rate then in effect prior to making use of such service(s).

In the event that Applicant fails to pay water and/or wastewater 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 service 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 retain Applicant’s initial connection and/or capacity fee, in which case Applicant shall be required to pay a new connection and/or capacity fee at the rate then in effect prior to the Utility’s reconnecting Applicant’s water and/or wastewater 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 the delinquent bill. Utility is not responsible for mail service and the Applicant is responsible for payment of the monthly bill even though the monthly bill may not be delivered by mail service.

Utility also reserves the right to re-assess additional capacity charges for Non-Residential and Industrial applicants in the event the projected Unit Contributory Loadings from SC DHEC Reg. 61-67 supplied by applicant did not accurately represent the actual water usage upon occupancy. In the event the applicant wishes to increase or expand any water and/or wastewater distribution or collection system(s) on or for the said Premises, it is the Applicant’s responsibility to notify the Utility in writing of this increase prior to any increase or expansion. Utility will notify the Applicant of the Utility’s ability to provide additional water and/or wastewater services to the said Premises and of any required re-assessment of additional capacity and/or connection charges or fees.

This Contract shall run with the Premises so long as service is provided thereto by Utility pursuant to this Contract and shall bind any occupant on the Premises which is furnished any service hereunder.

Signed and Accepted _____
Applicant Signature Printed Name

*Signed and Accepted _____
Property Owner Signature Printed Name

Approved by _____ Date _____
Utility Rep.

***Property owner signature is not required for leases or rentals unless a new connection is purchased by the lessee or tenant.**