

**LANCASTER COUNTY WATER AND SEWER DISTRICT
WATER AND WASTEWATER EXTENSION POLICY**

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TABLE OF CONTENTS

	<u>Page</u>
PREFACE.....	3
CHAPTER 1 – DEFINITIONS AND INSTRUCTIONS.....	4
1.1 Interpretation of Certain Terms or Words.....	4
1.2 Definitions.....	4
CHAPTER 2 – GENERAL GUIDELINES FOR INSTALLATION OF INFRASTRUCTURE	8
2.1 Letter of Intent and Sketch Plan.....	11
2.2 Willingness and Capability Letter.....	11
2.3 Preliminary Construction Plan.....	12
2.4 The Construction Plan.....	15
2.5 Non-Residential Taps on Existing Systems.....	18
2.6 Fees.....	19
2.7 Master Metering Guidelines.....	26
CHAPTER 3 – CONSTRUCTION PROCEDURES.....	28
CHAPTER 4 – GENERAL DESIGN SPECIFICATIONS FOR WATER AND/OR SEWER IMPROVEMENTS.....	40
4.1 Fire Protection Guidelines.....	40
CHAPTER 5 – DISTRICT WASTEWATER EXTENSION GUIDELINES FOR EXISTING RESIDENCES AND PROPERTY OWNERS.....	42
5.1 Guidelines.....	42
5.2 Water Requirements for Wastewater Connection.....	43
CHAPTER 6 - DISTRICT WATER EXTENSION GUIDELINES FOR EXISTING RESIDENCES AND PROPERTY OWNERS.....	44
6.1 Guidelines.....	44
APPENDIX 1 – LANCASTER COUNTY WATER & SEWER DISTRICT LETTER OF INTENT.....	46
APPEXDIX 2 – POLICY ACKNOWLEDGEMNT FORM.....	49
APPENDIX 3 - CROSS-CONNECTION CONTROL PROGRAM.....	52
APPENDIX 4 – CERTIFICATE OF NO-LITIGATION.....	60
APPENDIX 5 – CONTRACTOR GUARANTY.....	61
APPENDIX 6 – PROJECTED FLOWS TABLE.....	63

PREFACE

The purpose of the Lancaster County Water & Sewer District Water and Wastewater Extension Policy (Policy) is to set forth the requirements which Developers of all residential, commercial, and/or industrial properties or existing property owners must satisfy in order to install water and/or wastewater infrastructure within Lancaster County except for the City of Lancaster and Towns of Heath Springs and Kershaw. The Policy was adopted with the intention to balance the needs of each Development project in maintaining uniform standards and an orderly procedure for the review and approval of the proposed construction and installation of water and wastewater infrastructure.

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 wastewater infrastructure that connects to a water and/or wastewater system(s). The uniform standards and procedures set forth herein are to ensure that the water and/or wastewater system(s) installed pursuant to this Policy provide uninterrupted service to the Customers of the District and years of low-cost maintenance for the District.

Although substantial effort was made to ensure that this Policy was comprehensive and reflective of the District's requirements for those 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 procedures. The District reserves the right to revise this Policy and any other related policies at its sole discretion.

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 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 also 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.

Capital Improvement Plan (CIP) shall mean the plan developed by District staff and/or consultants and approved by the District's Board of Commissioners that identifies certain capital projects that District has deemed necessary improvements to the water and/or wastewater system(s) and places those projects on a specific schedule that is reviewed, updated, and approved on a regular basis.

CEU shall mean Commercial Equivalent Unit (commercial and/or industrial) and shall be equal to a per unit residence equivalent hydraulic loading (gpd) as outlined in SCDHEC regulations, currently Regulation 61-67, "Unit Contributory Loadings".

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.

Customer shall mean a person(s) or company that contractually purchases and receives retail water and/or wastewater service from the District.

Developer shall mean any person, as defined herein above, improving or otherwise developing real property for commercial, industrial, or residential purposes, that is incorporated, organized or domesticated for purposes of doing business in South Carolina.

Development shall mean real property improved for commercial, industrial, or residential purposes.

District or **LCWSD** 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 State Board of Registration for Professional Engineers and Surveyors who is employed by Developer and is the agent thereof. Developer is responsible for any and all actions taken by the Engineer.

Encroachment shall mean an agreement with a public entity or railroad to place water and/or wastewater infrastructure within their right-of-way.

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

Final acceptance shall mean a signed document from the District to the Engineer of a project that the work is completed, that there are no outstanding claims or deficiencies and that the work has been authorized for operation by SCDHEC, if applicable.

Fire line shall mean water connection requested and installed for the purpose of providing Fire Protection to an individual property.

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

Geographic Information System (GIS) shall mean an integrated collection of computer software and data used to view and manage information about geographic places, analyze spatial relationships, and model spatial processes. A GIS provides a framework for gathering and organizing spatial data and related information so that it can be displayed and analyzed.

Irrigation Service shall mean a water connection requested and installed for the purpose of irrigating property. Water provided through such an irrigation device does not return to the wastewater collection system.

Land Surveyor shall mean a person registered as a land surveyor in accordance with the South Carolina State Board of Registration for Professional Engineers and Surveyors.

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.

Main shall mean a water and/or sewer line to which other lines or services are connected to distribute, collect, and provide service to LCWSD's Customers.

Permits shall mean documentation of permission by Federal, State, and/or local agencies that have regulatory jurisdiction over the construction and operation of water and/or wastewater utilities and/or the expansion or modification of a 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 which has been granted by a private landowner to District for the use by District in furtherance of its operations.

REU shall mean Residential Equivalent Unit and shall be equal to a per unit residence equivalent hydraulic loading (gpd) as outlined in the SCDHEC regulations, currently Regulation 61-67, "Unit Contributory Loadings."

SCDHEC shall mean South Carolina Department of Health and Environmental Control.

SCDOT shall mean South Carolina Department of Transportation

Specifications shall mean LCWSD's Standard Sanitary Sewer Specifications and/or LCWSD's Standard Water Specifications. The Specifications can be obtained from LCWSD's website (www.lcwasd.org). Specifications may be amended from time-to-time by District.

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

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(s) 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.

Total cost of project shall mean the total cost of completing a project including planning, design, surveying, drafting, inspection, administration, acquisition of rights-of-way, legal services, environmental studies, Permits, construction, and all other costs necessarily incurred from project initiation to 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.

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, or proposed to be owned, operated, and maintained by LCWSD.

CHAPTER 2 – GENERAL GUIDELINES FOR INSTALLATION OF INFRASTRUCTURE

No Developer shall initiate or pursue the procedures set forth in this Policy for planning and/or constructing any wastewater improvements unless there is adequate capacity in the existing, permitted-to-operate downstream wastewater facilities, including, but not limited to, the wastewater Treatment facility receiving the wastewater, to handle the design flow of the proposed project, which means collect, treat and dispose of the wastewater from the project. It shall not be sufficient that the downstream wastewater facilities have been permitted for construction or that financial assurance has been given to complete the upgrade of the downstream facilities. By way of example (although not an exhaustive list of examples), no Developer can initiate or pursue the procedures set forth in this Policy on the grounds that previously, downstream wastewater facilities were permitted for construction or financial assurance was given to complete the facilities or that another Developer obtained a permit to construct the facilities or gave financial assurance the facilities would be completed. The District is hereby ensuring that there are adequate downstream facilities in operation (rather than planned) before the District accepts any submittals from a Developer that could lead to an availability letter or a capacity commitment from the District in accordance with this Policy. Nothing herein, however, shall limit in any way the District from undertaking construction of downstream facilities which may become adequate to handle the design flow of a project once the facilities are in operation.

All water and wastewater infrastructure, including facility upgrades and system improvements, new facilities, and system Extensions shall fully comply with all applicable LCWSD design standards and shall be designed and constructed in accordance with LCWSD's current Specifications, master plans, policies, and procedures.

Requests for installation of infrastructure and/or connections shall be submitted to LCWSD's Engineering Department. Applications for installations shall be accompanied by engineering design plans sealed by an Engineer. All proposed water and wastewater installations or facility upgrades shall be approved by LCWSD and then permitted by SCDHEC prior to construction.

Requests for installation of infrastructure and/or connections shall be made by a Developer which owns the property to be developed; otherwise, both the owner and the Developer shall be required to comply with this Policy, including the granting of signatures, where applicable.

The following is a summary of the process which the Developer must complete to comply with this Policy. It is not intended to be exhaustive nor is it intended to replace the more in-depth requirements listed in each section of this Policy:

1. Request for review on Intent to Develop (Appendix 1), Sketch Plans (2 copies of each), Policy Acknowledgement Form (Appendix 2), Projected Flows Table (Appendix 6), and Administration Fee in effect at the time **per phase** from Developer to LCWSD.
2. Capacity fee invoice, issued by LCWSD to Developer.
3. Capacity fee invoice paid in full by Developer.
4. Once capacity fee payment clears, LCWSD issues Willingness and Capability Letter to Developer.
5. If applicable, Developer to request Off-site Survey Permission Forms from LCWSD.
6. Preliminary Plans (2 sets), water and/or wastewater design calculations, and completed applications for SCDHEC Permit to Construct (1 executed original) submitted by Developer to LCWSD.
7. LCWSD issues red-lined Preliminary Plans (1 set), red-lined application for SCDHEC Permit to Construct, As-built Letter, and Preliminary Construction Plan Approval Letter.
8. Red-lined Preliminary Plans, red-lined application for SCDHEC Permit to Construct, along with (2) sets of corrected Construction Plans, a corrected application for SCDHEC Permit to Construct and a SCDOT Road Encroachment Permit application with exhibits shall be provided to LCWSD by Developer.
9. Off-site Easements, if applicable, shall be submitted by Developer to LCWSD. Updated title work for off-site properties must be submitted to LCWSD by Developer to verify if there are existing lien(s) on properties. Lien subordinations, to the extent necessary, shall be submitted with the easements.
10. Construction Plan Approval Letter issued by LCWSD to Developer. Developer may submit application to SCDHEC for Permit to Construct only after receiving Construction Plan Approval Letter from LCWSD. Developer must submit a PDF of separate water and sewer material submittals to LCWSD at this time.

NOTE: ALL WATER AND SEWER MATERIALS SUBMITTALS MUST MEET THE REQUIREMENTS OF LCWSD'S MOST RECENT SPECIFICATIONS. SUBMITTALS MUST BE PROVIDED INDIVIDUALLY PER PHASE (WATER AND SEWER SEPARATED).

11. LCWSD receives a copy of a recorded deed stating Developer owns the property where the project will be installed.

12. One (1) copy of SCDHEC's Water and/or Wastewater Permit to Construct submitted by Developer to LCWSD.
13. Copy of current Contractor's South Carolina Licensing Board certificate provided to LCWSD.
14. Engineer to contact LCWSD to schedule Pre-Construction Conference.

Note: Neither Pre-Construction Conference nor Construction can begin until all of the above items have been completed to LCWSD's satisfaction.

15. Site visit inspections and testing are scheduled according to requirements of this Policy.

NOTE: Two (2) sets of preliminary as-builts will need to be submitted to LCWSD's Engineering Department at least five (5) business days prior to the Final Walk-Through Inspection with LCWSD Inspector.

16. Two (2) original stamped Plats of lift station Lot by Engineer/Land Surveyor to LCWSD for Lot deed, if applicable. Plats need to show Lot size by metes and bounds and access road to existing road, each of which shall be clearly labeled by name. Access road shall be shown with the 25-foot minimum width easement and with the rights for egress, ingress, and utilities clearly shown thereon.
17. If applicable, LCWSD shall provide Developer a deed for any lift station Lot to be conveyed free and clear of all liens by Developer to LCWSD. Developer shall return a fully and properly executed Lot deed to LCWSD for recording.
18. If applicable, lift station reports shall be provided to LCWSD by Developer, including but not limited to: Lift Station Start-Up Report, Compaction Report, Backflow Device Report, Telemetry Report, and Arc Flash Study Report.
19. Easement forms (on-site) and Dedication Agreements for all water and sewer infrastructure shall be submitted to LCWSD by Developer, along with an updated title search to verify no existing lien(s) on property subject to easements. Lien subordinations, to the extent necessary, shall be submitted with the easements. No signatures on any documents in this paragraph should be obtained prior to LCWSD approving documents as drafted.
20. Developer submits to LCWSD Certificate of No-Litigation, Contractor Guarantee, GIS data collection invoice issued by LCWSD for GIS data collection, payment by Developer for GIS data collection to LCWSD, compaction reports (*if applicable*), Engineer's Certification Letter (1 executed original for each water and sewer), final set of as-builts (1 complete Mylar set and a digital set of complete PDF and DWG file, along with the Land Surveyor's points file), LCWSD preliminary as-built mark-ups, pressure and mandrel test reports (*if*

applicable), valid water samples (*if applicable*). Be sure to submit water samples **after** all other required items listed above are submitted to LCWSD.

21. After all the above items have been submitted and completed as determined by LCWSD, LCWSD will issue a Service Authorization Letter for that particular phase of the project. Developer may submit to SCDHEC for Permit to Operate only after receiving Service Authorization Letter from LCWSD.

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). The Letter of Intent, along with the required \$200 Administrative Fee shall be forwarded to Lancaster County Water & Sewer District, Attention: Engineering Department, P.O. Box 1009, Lancaster, S.C. 29721. A form Letter of Intent, listing all information required to be set forth therein, is found at Appendix 1.

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 vicinity or 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 project or Subdivision;
5. Existing zoning classification with proposed changes;
6. A summary box illustrating the total number of appurtenances (itemized list of manholes, line lengths and type, and hydrants) of the systems that are planned to be dedicated to District;
7. The designation of and distance from any SCDOT or other publicly owned roadways adjacent to or near the Development; and
8. A title block that includes the Engineer's name, engineering firm's name, address, and telephone number. The sketch plan must also include the Developer's name, address, and telephone number.

2.2 Willingness and Capability Letter

After the Developer submits the Letter of Intent, the District will invoice the Developer for 50% of the Capacity Fees, or if preferred by the Developer, the full Capacity Fees in effect at the time of the invoice. Once the Developer makes payment to District, District shall draft a written response to the Letter of Intent (known as a Willingness and Capability Letter). Once the capacity fee payment has been cleared by District's banking institution, the Willingness and Capability Letter will be issued to Developer. The Willingness and Capability Letter shall inform the Developer as to the availability of and requirements of service.

Any project that has not received a SCDHEC Permit to Construct within one (1) year, as may be extended by the District Manager, after the date of the Willingness and Capability Letter or any project that has not been completed by the expiration date of the SCDHEC Permit to Construct shall be removed from active status. All correspondence will become null and void, and the amount of capacity committed in the Willingness and Capability Letter will automatically revert or return to LCWSD with written notification to the Developer. Upon written request by Developer, District will reimburse Developer the amount of capacity fees (without interest) which were paid minus twenty-five percent (25%), plus all actual costs (including legal fees incurred) expended by LCWSD related to the project. Once a project is removed from active status, Developer shall be required to submit a new Letter of Intent pursuant to Chapter 2 Section 2.1 above and pay the capacity and administrative fees in effect at the time of submittal.

2.3 Preliminary Construction Plan

Developer shall submit a Preliminary Construction Plan to LCWSD for review that shall comply with the following criteria.

1. Shall be prepared by an Engineer whose seal and signature certification shall appear on Preliminary Construction Plan.
2. 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".
3. All dimensions shall be to the nearest one-hundredth of a foot and all angles shall be to the nearest minute.
4. If the Preliminary Construction Plan requires more than one plan and profile sheet, a key diagram showing relative locations of each section and match lines shall be drawn on each sheet. An index of sheets shall be provided on the cover page of the Preliminary Construction Plan outlining the order of the Preliminary Construction Plan in accordance with the LCWSD Order for Preparation of Preliminary and Construction Plans.
5. Shall include the name of the owner of the property, the proposed name of the project, the number of Lots and/or units, and the tax map number.

6. 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. The title block shall include the Engineer's name, address, and telephone number.
7. Shall include the existing zoning classification of the tract, as well as proposed rezoning within the tract.
8. 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.
9. Shall include water and wastewater design criteria with supporting hydraulic design calculations.
10. Shall include the tract boundaries and total acreage of the Development and the name, registration number and seal of the Land Surveyor.
11. Shall include all streets in or abutting the Development, including streets which appear on a recorded Plat, but have not been constructed. The names and right-of-way widths of such streets shall be included. The Preliminary Construction Plans shall contain an accurate description of the location of all monuments and markers.
12. 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. Grading plans must show cut and fill areas, proposed contours, retaining walls, slopes, and all special features that impact the design of water and sewer lines.
13. Shall show the location of all Encroachments, easements, and rights-of-way by distinctive shading, and each shall be labeled as an Encroachment, easement or right-of-way.
14. Shall indicate the size, location, and type of materials of all existing water and wastewater Mains. Each Preliminary Construction 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 proposed water and wastewater lines. Each Preliminary Construction Plan shall also indicate the grade, rim, and invert elevations of existing sewer lines which are to be extended.
15. Shall show the layout and identification of all Lots, including the use designation of each Lot and the density within each area. The phase line and proposed water and wastewater systems and the layout of all streets, roads, alleys, retaining walls

(including top and bottom wall elevations and entire retaining wall footprint), and public crosswalks shall be included.

16. Shall indicate all other proposed utility easements and rights-of-way, and shall indicate all power, gas, telephone, cable, and storm drainage systems which cross and/or share proposed water and/or wastewater easements, or inside and outside of public or private road rights-of-way. The size and type of material and vertical and horizontal separations used for other utilities shall also be included when such infrastructure crosses and/or shares proposed water and/or wastewater Encroachments, easements or public rights-of-way.
17. Must contain 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 wastewater systems.
18. Must contain wastewater profile sheets which indicate inlet and outlet invert, elevations of manholes, manhole stationing, wet well elevations, grade, length and type of pipe. Construction plan views of wastewater infrastructure shall include service locations, referenced in feet to the nearest downstream manhole, lines, designation, and station numbers.
19. Must contain a water system design indicating pipe size and all special appurtenances, valves, back-flow prevention devices, tees, and all bends. When 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. Preliminary Construction Plans requiring back-flow devices shall be in accordance with the Cross-Connection procedures (See Appendix 3).
20. Must contain detailed layouts of water booster pump station Lots, water tank Lots, and wastewater lift station Lots, including proposed dimensions and a delineation of boundaries (metes and bounds) and a designation of the owner of the property to be conveyed to LCWSD.
21. Must contain a proposed layout of forcemain, including profiles, type and size of pipe, detailed discharge design, and, where necessary, air relief valve design, locations, and details.
22. Must contain any other information considered by either the Developer or LCWSD to be pertinent to the review of the Preliminary Construction Plan.
23. Must contain two (2) copies of the completed and signed SCDHEC Water and Wastewater Permit application with the initial submittal of the Preliminary Construction Plans.

In all cases, Developer must provide LCWSD with water and sewer easements containing necessary grants of access across Developer's property up to the property line with

adjacent landowners at locations required by LCWSD. Any infrastructure to be installed within this area must be accessible outside of pavement of existing roads and free from other improved areas.

Upon completed review of the Preliminary Construction Plan by District, a Preliminary Construction Plan approval letter along with an As-Built Requirements Letter shall be sent to the Developer's Engineer. All design modifications identified by LCWSD during the review of the Preliminary Construction Plan shall be incorporated into the Construction Plan as detailed below.

2.4 The Construction Plan

Upon approval by LCWSD of the Preliminary Construction Plan, that Plan becomes the Final Construction Plan. **Upon such approval by LCWSD, no phases shown therein can be further subdivided. Any subdividing of phases after a Construction Plan has been approved will require the Developer to initiate the entire process again.**

A. Acquisition of Easements over Adjacent Property

LCWSD may require Developer to acquire any water and/or wastewater easements over adjacent or proximate property that LCWSD deems necessary to provide service to the subject property. In the event such easements are required, the Developer shall furnish a current title update for each tract of land on which infrastructure will be installed, or access will be needed. If there is an existing title policy for the property over which an access and/or utility easement will be given, LCWSD will accept an update from the date of the existing policy through the present. Absent an existing title policy, Developer shall have the title to the property abstracted and provide LCWSD with a full forty (40) year search. The current title update shall be provided to LCWSD simultaneously with any proposed easement(s) from the adjacent property owner(s). All title work shall be done at the expense of the Developer. All required easements will be recorded by LCWSD after proper execution prior to Construction Plan approval. All easement acquisitions shall adhere to the LCWSD Right of Way Acquisition Process for Developers.

B. Deeding Property to LCWSD

In the event a project requires the transfer of fee simple title to real estate by Developer to LCWSD, any such property shall be depicted by metes and bounds on a Plat of survey for LCWSD's approval. The Plat shall delineate the owner(s) of adjacent property and designate the requisite ingress and egress from the property. Upon LCWSD's approval of the proposed Plat, Developer shall submit to LCWSD two (2) original stamped, signed, and recorded Plats. The title update requirements set forth in paragraph A above are also applicable to any property being deeded to LCWSD by Developer. In the event there are any liens on the property, Developer must provide LCWSD with a fully executed release from any lien holder prior to LCWSD taking title to the property. Any and all property deeded to LCWSD must be transferred free and clear of any and all liens, with any releases being obtained at the sole expense of Developer.

C. On-Site Easements to LCWSD by Developer

Developer shall be required to grant LCWSD easements over and through the Development in the locations where any and all water and/or wastewater infrastructure that will be dedicated to and maintained by LCWSD is to be installed. All such easements granted in favor of LCWSD shall be depicted on the final recorded Plat of the Development, with such recorded Plat serving as an exhibit to the written easement granted in favor of LCWSD. Easements shall be depicted on the Plat in accordance with the Plat requirements outlined hereinbelow. The title update requirements set forth in paragraph A above are also applicable to on-site easements granted in favor of LCWSD. In addition, LCWSD may require any on-site water and/or wastewater easements it deems necessary to provide service to adjacent upstream or downstream properties to be shown on the Plat.

D. Plat Information Required to be Shown on Any Easement or Deed Depiction

Any and all Plats of survey submitted by Developers to LCWSD for use in easements or deeds shall contain the following Platt information:

1. The location and elevation of the benchmark to which contour/elevations refer, when established benchmarks are within one (1) mile. All elevations shall be referenced to a USGS benchmark or a TBM established from a USGS monument. All Plat 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 May 7, 1991, for (class B) Suburban Land Surveys." The allowable angular error of closure shall not exceed 20 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.

6. The boundary lines of the tract shall be tied into the coordinate system, NAD 83, South Carolina State Planes, International Feet (Code SC83IF), 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 LCWSD.

PIPE SIZE	0" – 12"		15" – 18"		21" – 27"		30" – 36"	
TRENCH DEPTH	PERM. EASE.	CONST. EASE.	PERM. EASE.	CONST. EASE.	PERM. EASE.	CONST. EASE.	PERM. EASE.	CONST. EASE.
0' – 6'	30	20	30	20	30	20	30	20
6' - 8'	30	25	30	25	30	25	30	25
8' – 10'	30	25	30	25	30	25	30	25
10' – 12'	30	25	30	25	30	25	30	25
12' – 14'	30	25	30	25	30	25	40	25
14' – 16'	30	25	30	25	30	25	40	25
16' – 18'	30	30	30	30	30	30	40	30
>than 18'	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Notes:

1. The center line of the permanent easement shall be shown as the center of the proposed main, unless otherwise approved by LCWSD.
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).

E. Required Certifications and/or Permits

The Developer shall provide the following certificates and/or permit applications prior to the approval of the Construction Plan by LCWSD:

1. Two (2) copies of the completed SCDOT or other public entity encroachment permit application (if necessary).
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.
4. Copies of a completed application for railroad crossings, if applicable.

F. Approval of the Construction Plan

Before LCWSD will issue a letter stating the Construction Plan has been approved, all requirements of this Section, including the necessary certificates and/or Permits, must be submitted to LCWSD and all plans and specifications and review requirements of the District must be satisfied.

The Engineer, upon receiving Construction Plan approval from LCWSD, and upon obtaining all necessary Permits from all relevant permitting agencies as set forth in the requirements listed above, shall forward three complete and separate sets of water and wastewater material submittals to LCWSD. The submittals shall include all catalogs, cuts, diagrams, performance curves and charts published by manufacturers. Complete electrical characteristics for all equipment shall also be provided. The submittals must comply with LCWSD's latest Specifications.

The Specifications established by LCWSD remain in effect until amended. LCWSD reserves the right to amend such Specifications without prior notice.

When all requirements set forth above have been satisfied, the Pre-Construction Conference shall be scheduled by the Engineer (See Chapter 3, Section A).

2.5 Non-Residential Taps on Existing System

Any non-residential Development which has water and/or wastewater service immediately available or within the site vicinity that will not require a Main Extension, shall provide the following information, if applicable:

- (a) A site plan showing the location of all proposed and existing utility lines, locations of proposed water meter(s), and landscaping improvements; and
- (b) Letter of Intent, Projected Flows Table Form (See Appendix 6), using the SC DHEC Regulation 61-67 Table Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities. Application for Water and/or

Wastewater Service For Industrial/Commercial/Irrigation (as may be amended), and an Administrative Fee.

The above listed items shall be submitted to LCWSD's Engineering Department. After review of the required items, LCWSD will then issue an invoice for the necessary capacity and connection fee(s) for the Development, as indicated on the Projected Flow Table (Appendix 6). When the Developer submits full payment for the capacity and connection fee(s), LCWSD can then provide the requested water and/or wastewater service taps for the Development.

2.6 Fees

A. Calculation of Fees

Developers shall pay the current rates and charges in force at the time an invoice is issued by LCWSD.

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 (Appendix 1) is submitted to LCWSD. This administrative fee includes charges associated with the following, but is not limited to:

1. Review of documents and responses thereto;
2. Receiving, collecting, and distributing all plans and contracts; and
3. Reviewing all dedication agreements and easements and preparing Lot deeds.

An initial administrative fee of \$200 shall be submitted with the initial plan and documents submittal, which shall also cover the costs of any initial corrections from the District. Any and all legal fees and expenses incurred by LCWSD as a result of required changes subsequent to Developer's receipt of LCWSD's response to the initial submittal of easement agreements and dedication agreements shall be reimbursed by Developer. Additional changes made by Developer instead of LCWSD that necessitate further review by LCWSD shall require an additional administrative fee of \$200 per submittal. In the event Developer requests a transfer of willingness and capability agreement and/or a utility development agreement, Developer shall be responsible for the reimbursement of any and all legal fees and expenses incurred by LCWSD unless otherwise agreed by the District Manager.

C. Plan Review Fees

Developers shall be charged a plan review fee in accordance with the fee rates and charges in effect at the time of issuance of LCWSD's initial capacity fee invoice. Fees are charged for review and approval of the Preliminary Construction Plans submitted for new Development. LCWSD Plan Review Fees are as follows:

1. Residential: \$100.00 plus \$20.00 per Lot.
2. Non-Residential: \$100.00 plus \$10.00 per 1,000 square feet of building area

The above Plan Review Fees include a review and/or approval of the initial and follow up submittal of the Preliminary Construction Plans to LCWSD's Engineering Department. If additional reviews are required after the follow up review of the Preliminary Construction Plans, LCWSD reserves the right to require the Engineer to meet with LCWSD's Engineering Department to review additional changes to the plans.

D. Connection Fees

This charge is based on the actual cost incurred by LCWSD to install requested service connections to the water and/or wastewater systems, which includes material and labor costs and wastewater inspection fees. If a Contractor installs all water and wastewater service connections for the Developer, typically no labor fees are charged. Non-residential Developments considered as a tap on the existing system shall be charged the full connection fees, in addition to capacity fees in effect at time of service request.

E. 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, elevated storage tanks, water booster pump stations, wastewater lift stations, and all other related Water and/or Wastewater System infrastructure 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 required to keep up with the demands on the system(s). At least one-half of the capacity fees at the current capacity fee in effect shall be paid in full prior to the issuance of a Willingness and Capability Letter for the proposed Development. The remaining capacity fees (which consist of one half of the capacity fees in effect at the time the meter is requested) and connection fees shall be due prior to any meters being installed by LCWSD personnel.

Developer may pay in full all capacity fees in effect at the time of the 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 additional capacity fees at the time that the meter is installed, only connection and inspection fees. In the event no water and/or wastewater infrastructure is installed by, or for the Developer in connection with the original or initial project as reviewed by LCWSD, and the Willingness and Capability Letter expires, the amount of capacity committed thereby will automatically revert or return to LCWSD with written notification to the Developer. The Developer will be reimbursed 75% of the amount of capacity fees paid, less all actual costs expended by LCWSD related to the project. At the time of any future request(s) for willingness and capability to serve, the Developer will be required to submit a new Letter of Intent,

pursuant to Chapter 2; Section 2.1 above, and pay the capacity fees in effect at the time of submittal.

Multi-Family Capacity Fees

Subject to LCWSD approval, the Developer has the option to single meter each specific unit in each building, master meter each building, or master meter the entire Development unless individual ownership dictates other means of metering. If the Developer chooses to master meter each building or the entire Development, all meters are provided and installed (master meters require a vault which is also provided) by LCWSD upon applicable payment by Developer.

Regardless of the metering approach, capacity fees for Multi-Family Residential units will be charged for water and wastewater capacity at the effective REU rate per multi-family residential unit, based on the most recent SCDHEC Regulation 61-67 Table (Unit Contributory Loadings) summarized in the chart below.

Multi-Family Capacity Fee Schedule (Attached Apartments, Condominiums, Townhomes) REU Equivalency Chart		
Bedrooms	Water Rate (REU)	Sewer Rate (REU)
3+	1	1
2	3/4	3/4
1	1/2	1/2

Non-Residential (i.e., Commercial, Industrial, and Irrigation) Capacity Fees

The number of CEUs for Non-Residential shall be determined by calculating the projected demands based upon SCDHEC Regulation 61-67 Table, “Unit Contributory Loadings” (as may be amended). Developers shall utilize the “Projected Flow Table” found in Appendix 6 to determine the equivalent number of CEUs per the Unit Contributory Loading chart.

The equivalent number of CEUs may also be determined based upon the water meter size (or water meter equivalent use in the case of master meters or meters over-sized for fire flow demands). The number of CEUs per specific meter size for Commercial/Industrial and Irrigation meters are shown in the chart below derived from AWWA meter equivalency standards. Fees will be charged for water and wastewater capacity at the effective CEU rate. For Commercial and Industrial customers, the determination to use SCDHEC Regulation 61-67 (as may be amended) or the chart below for Water Meter Equivalent Use shall be made by LCWSD.

<u>Water Meter Equivalent Use</u>	<u>LCWSD Meter Equivalent Ratio Residential/Commercial/Industrial/Irrigation</u>
5/8" x 3/4"	1
1"	2.5
1 1/2"	5
2"	8
3"	16
4"	30
6"	65
8"	125

Notes:

1. The rationale presented above only applies to domestic, process, and irrigation water use 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 LCWSD must be paid prior to meter set.
2. LCWSD reserves the right to re-assess additional capacity fee charges for Commercial and Industrial customers in the event the projected Unit Contributory Loadings from Reg. 61-67 do not accurately represent the actual water usage documented.
3. The calculated amount of equivalent CEUs shall be rounded up to the nearest whole number.
4. To help promote job creation for the greater well-being of Lancaster County, LCWSD will provide a 50% reduction on Non-Residential Capacity Fees for commercial and industrial users (excluding apartment complexes and other multi-family residential units or temporary living facilities).

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

TYPE OF SERVICE	CONNECTION FEE	CAPACITY FEE
New residential service not installed as part of a dedicated system.	Yes – Included within capacity fee.	Yes – Paid at the time of application.
New residential service installed by Developer as part of a dedicated system.	Yes – Paid at the time of meter set request.	Yes – ½ of fee is paid prior to Willingness and Capability Letter is issued. Remaining ½ is paid at time of meter request unless Developer elects to pay full capacity fee in effect at time of Letter of Intent.
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 occurs.	No – No refund of previous charges.
LCWSD installed meter used for fire and domestic use.	Yes – Actual cost of equipment and installation costs.	Yes (Customer only pays for domestic meter size needed).
Residential Irrigation use.	Yes – Paid at the time of application.	No – If in addition to a previously paid residential capacity fee.
Non-residential Commercial/Industrial/Irrigation use.	Yes – Paid at the time of application.	Yes – Paid at the time of application.

F. GIS Collection Fees

In order for LCWSD to maintain and provide an accurate Geographic Information System (GIS), LCWSD shall continually obtain appurtenance attributes (i.e., valves, meters, manholes). A fee in effect at the time or procedures for the transfer of data and attributes shall be required as outlined on the GIS invoice issued by LCWSD.

G. Separate Monitoring

If LCWSD determines waste materials outside of normal domestic or treated wastewater flows are being or will be added to the wastewater system in sufficient quantities to warrant separate and/or additional wastewater treatment, LCWSD shall require the Developer to install and pay for additional equipment and control measures to establish

pretreatment and monitoring protocols in accordance with the Pretreatment Ordinance of LCWSD.

H. Excessive Impact on System

LCWSD may require commercial, residential, and industrial projects, including breweries and distilleries, placing abnormal or excessive demands upon LCWSD's water and/or wastewater system(s) to:

1. Provide any additional water and/or wastewater infrastructure as needed, and/or
2. Pay an additional capacity fee, to be determined by LCWSD.

I. Project Funding

Water and wastewater Extensions made by a Developer shall be funded entirely by the Developer unless the project qualifies for the Reimbursement Program.

J. Reimbursement Program

LCWSD has a Capital Improvement Plan (CIP) that sets forth plans for installation of infrastructure and certain capital improvements within the service territory of LCWSD. Capital facilities defined by LCWSD in the CIP or approved by LCWSD's Board of Commissioners to be master planned infrastructure, may be financed by the Developer to expedite the construction of such facilities. Under this Program, if a Developer elects to expedite a qualified project, and LCWSD determines the Developer's facility requirements are compatible with LCWSD's CIP, LCWSD may compare the scope of the Developer's project requirements to the scope of LCWSD's CIP. The Developer may be requested to over-size the infrastructure and LCWSD will reimburse the Developer for the costs associated with the over-sizing and associated land acquisition requirements, if applicable. This action will be facilitated through a Reimbursement Agreement to be approved by the LCWSD Board of Commissioners. LCWSD shall also have the authority to construct the over-sized scope and negotiate the reimbursement from the Developer if deemed to be in the best interest of LCWSD.

If LCWSD and Developer are unable to arrive at a fair and equitable split of their respective costs, it is recommended the basis for determining the cost of LCWSD's and Developer's requirements should be the current publication of RS Means Cost Data with the Columbia, South Carolina City Cost Indexes applied.

Developer shall upsize as applicable water and sewer pipes in the Development and off-site Extensions with no reimbursement to accommodate LCWSD's master plan, for one nominal pipe size. The nominal pipe size upsizing increment shall be in accordance with the appropriate pipe size chart below. LCWSD shall determine upsizing based on the area to be served and hydraulic pressures, fire flow demands, water quality, and other factors.

The upsizing requirements will be developed when the Developer submits calculations showing the Developer needs.

Gravity Sewer Lines	
Developer Need	District Need
8"	12"
12"	15"
15"	18"

Water Lines and Sewer Foremains	
Developer Need	District Need
6" or less	8"
8" or 10"	12"
12"	16"

Note: Six (6) inch is the minimum diameter to serve fire hydrants.

K. Release and Reissue or Transfer of Willingness and Capability

The Willingness and Capability Letter is intended for and limited to the improvements to a particular piece of property as described therein. The Willingness and Capability Letter cannot be transferred to any other property. If the property changes ownership, the new property owner and Developer must submit to LCWSD a written request to transfer the willingness and capability. In response to the Developer’s request for confirmation that the willingness and capability granted to previous property owner is assignable to new property owner, LCWSD requires at least the following conditions be met prior to transfer of willingness and capability to serve:

1. The Willingness and Capability Letter must not be expired according to the requirements set forth in this Policy.
2. The willingness and capability obtained and all rights to serve the subject property must be released in writing from previous property owner.
3. The new property owner must confirm, acknowledge, represent, and declare in writing that:
 - a) it will abide by the plans and specifications without alteration or variance upon which willingness and capability was granted to previous property owner;
 - b) it will not change the density or character of the proposed improvements;
 - c) the proposed improvements will continue to be the same density and in the same character in which willingness and capability was issued;
 - d) the location of the proposed improvements will be as shown on the plans and specifications reviewed by LCWSD; and

- e) the discharge of wastewater will not be changed from domestic to non-domestic, nor will the wastewater be subject to any pretreatment, including grease control.
- 4. The new property owner is subject to all policies, requirements, rules and regulations of LCWSD and all other regulatory agencies with jurisdiction as relates to water and/or wastewater infrastructure design, installation, maintenance and operation, in effect at the relevant or applicable time.
- 5. Adequate proof that transfers of property ownership has been completed (copy of the recorded property deed).
- 6. Any other requirements deemed necessary by LCWSD at the time of willingness and capability transfer or prior to issuance of Service Authorization.

LCWSD’s attorney will prepare the Transfer of Willingness and Capability Agreement outlining the terms of the transfer, which all responsible parties (current willingness and capability holder, new owner/Developer, and LCWSD) will execute to complete the transfer of willingness and capability to the new owner/Developer.

In the event a particular piece of property is acquired by a lender through a judicial sale after foreclosure, the Willingness and Capability Letter shall terminate upon completion of the judicial sale and be reissued to the current owner, subject to proof of ownership, the requirements of this Developer Policy, and any other requirements deemed necessary by LCWSD, prior to continued water and/or wastewater development on the property. The new property owner would be required to submit remaining capacity and connection fees, at the rate in effect at time of meter set request.

2.7 Master Metering Guidelines

A. Multi-Family Structure Metering (Residential)

Each individual building to be master metered shall use a minimum 2” master meter (supplied by LCWSD at Developer’s expense) for domestic use.

If a sprinkler system is required with a master meter setting, a water line for Fire Protection (Fire line) shall be installed and metered with a LCWSD installed meter that shall serve as both the fire meter and domestic meter. The Fire line, hydrants, back flow devices, and related appurtenances located behind the LCWSD installed meter vault shall be operated and maintained by the owner (if applicable) with a commitment letter from the owner certifying ownership and responsibility for operation and maintenance of the infrastructure. The Fire line shall have distinctively color-coded fire hydrants (silver) to allow it to be easily distinguished from LCWSD maintained hydrants.

B. Campus and Commercial Settings

1. Retail Commercial Development may be master metered, provided the owner of the building agrees to be responsible for the water and wastewater bill or each unit may be individually metered if the owner elects to have the tenants be responsible for their respective water and wastewater bills.
2. A commercial office complex with more than one level (story), where multiple tenants are occupying the same building, must be master metered and the owner of the building will be responsible for the water and wastewater bill; otherwise, if the building is single level with multiple tenants, the owner can elect to master meter or individually meter with each tenant.
3. Commercial campus settings (including apartments), with a common owner for property and buildings, may be master metered provided the owner of the property agrees to be responsible for the water and/or wastewater bill(s). Minimum monthly charges shall be based on domestic water service line size requirements. If the owner elects to have the tenants be responsible for the water and wastewater bills (excluding multi-level commercial and apartment buildings), master metering of campus setting is not allowed, and individual meter(s) must be installed.

Note: All master metering shall be with a minimum 2” LCWSD installed meter with the water capacity fee based on the minimum 2” meter. If flow cannot be determined, wastewater capacity fee will be based on a 1 CEU minimum per unit under the same roof. If flow can be determined, the wastewater capacity fee will be based on the SCDHEC Unit Contributory Loading chart.

CHAPTER 3 – CONSTRUCTION PROCEDURES

A. Pre-Construction Conference

After LCWSD has issued Construction Plan approval, received a copy of a recorded deed stating the Developer owns the property where the project will be installed, received a copy of the Contractor's valid South Carolina Contractor's License, received a copy of all Permits and acquired all contracts, water and/or sewer material submittals, and private rights-of-way, easements and encroachments, the Engineer shall schedule a pre-construction conference with LCWSD's Inspector(s), project Contractor, and any necessary public agencies. A minimum of three (3) working days of advanced notification to the LCWSD Inspector is required to schedule the Pre-Construction Conference. Upon receiving the request to schedule the Pre-Construction Conference from the Engineer, the LCWSD Inspector shall verify with the LCWSD Engineering Department to determine whether all requirements set forth above have been met. Upon confirmation thereof, the Inspector will schedule the Pre-Construction Conference with the Engineer.

The purpose of the Pre-Construction Conference is to exchange contact information and outline the sequence of construction and inspections, inspection procedures, LCWSD construction expectations, and project close out policies. No construction shall begin until the Pre-Construction Conference is held and LCWSD gives the Developer's Contractor authorization to proceed.

1. Contractor Requirements

- (a) All Contractors shall be required to present LCWSD with a current copy of their South Carolina Contractor's license, classification and sub-classifications as provided by the South Carolina Licensing Board prior to construction.
- (b) No Contractor shall contract or subcontract any water and/or wastewater work to another person/company without the written consent of LCWSD.
- (c) Should LCWSD discover that a Contractor has subcontracted all or part of a water and/or wastewater job without the written consent of LCWSD, the Contractor and Subcontractor may be restricted from receiving any water and/or wastewater work approvals from LCWSD. In addition, a Stop Work Order may be issued on any work in progress in violation of this requirement.
- (d) Contractors or Subcontractors which have not previously performed work on water and wastewater infrastructure conveyed to LCWSD may be required to submit contact names and telephone numbers for referrals in order to assist LCWSD in determining the competency of

the Contractor to construct water and/or wastewater facilities to be dedicated to LCWSD.

- (e) Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Safety and Health Administration (OSHA) Act of 1970, including but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out/tag out procedures, adherence to all confined space requirements, trench and shoring requirements, and providing all notices, material safety data sheets, labels, and any other safety requirements required by the right-to-know standard.
- (f) Any Contractor which, in the sole opinion of LCWSD, fails to comply with the terms of this Policy and any other applicable rules, regulations or policies of LCWSD or any regulatory agency, may be restricted from future work that is, or may be connected to LCWSD's system. A notice of such restriction shall be sent by LCWSD to the Developer via registered mail, return receipt requested, or by overnight delivery, with signature required.

B. Wet Taps

For all service connections, existing water lines, Main line Extensions, and wastewater forcemains, connections shall be wet tapped by either LCWSD personnel at the fee in effect at the time the tap is made or by the Contractor, under the observation of the LCWSD Inspector. 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 Specifications. After installation, all Contractor installed wet taps shall be properly pressure tested under the observation of the LCWSD Inspector. Where a wet tap is not possible or the relocation of a water line or wastewater forcemain requires interruption of service, prior approval for such work must be obtained from LCWSD and the construction must be coordinated through the LCWSD Engineering Department.

C. Conformance

Improvements shall be installed in accordance with the established requirements and standards set forth in this Policy and other applicable policies of LCWSD and other State and local permitting agencies.

D. Construction Methods

All work shall be in accordance with the latest edition, including revisions thereto, of the Specifications. Failure to comply with these Specifications shall be cause for LCWSD to

reject any and all performed work. LCWSD shall not install any water meters or accept any installations until all work conforms to the Specifications and the project receives a SCDHEC Permit to Operate. Where water and/or wastewater 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 requirements of SCDOT at the time of construction. Compaction test results shall be submitted and approved prior to Final acceptance by LCWSD. All water and wastewater lines located under pavement must have a standard compaction test for each lift every 500 linear feet, and all lifts are to be 1 foot or less.

E. Sewer Extensions

Extensions from existing manholes must be performed in the presence of the LCWSD 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 in accordance with LCWSD Confined Space Procedures and OSHA requirements. The plug shall not be removed until the service authorization is given and the LCWSD Inspector has issued approval for such removal.

F. Wastewater Lift Stations

It is LCWSD's policy to minimize the need for wastewater lift stations. LCWSD's master plans encourage gravity sewer to avoid a proliferation of wastewater lift stations. Lift stations can cause disproportionate expense while providing service to a limited customer base. The possible failure of lift stations also poses significant environmental risks, including sanitary sewer overflows (SSOs) and line breaks associated with pump station malfunctions and pressurized sewer. Minimizing lift stations reduces electrical requirements and operation and maintenance costs to ratepayers.

It is recognized, however, that there are situations where lift stations are a feasible solution for providing wastewater service. LCWSD shall exercise discretion regarding environmental factors, hydraulics, and O&M costs in reviewing new requirements in relation to existing master plans to determine whether lift stations and their respective forcemain connections will be allowed. LCWSD reserves the right to require Developers to connect to an existing downstream lift station. LCWSD will consider whether 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 contemplated by LCWSD.
2. 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.

3. The construction of the proposed lift station would include elimination of one or more existing lift stations.
4. The construction of the proposed lift station would facilitate significant progress toward achievement of LCWSD's CIP and no other reasonable options are available for wastewater service.
5. Individual connections to forcemains are discouraged and will only be considered if the system has negligible impact on the connection and the connection has negligible impact on the system.

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 "Doghouse" Manhole Over Existing Gravity Sewer Line

The Contractor shall receive approval prior to cutting into an existing operational sewer line in order to construct a manhole. Doghouse manholes shall be vacuum-tested prior to opening the existing pipe for service.

H. Forcemain Tie-Ins

All tie-ins of forcemains into existing manholes shall be done under the observation of the LCWSD Inspector. Forcemain connections into manholes will require the interior of the manholes to be coated in accordance with LCWSD's most recent Specifications. All manhole coating work shall be at the expense of the Developer. All individual pressure connections to LCWSD's owned and maintained forcemains shall require a SCDHEC permit to construct.

I. New Construction Activity

1. Flushing lines 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, LCWSD shall measure all flows for line flushing, using a standard estimating method, as provided by the Engineer and approved by LCWSD's Engineering Department.
 - (b) Contractors shall utilize a jumper connection assembly between the existing infrastructure and newly installed infrastructure in accordance with LCWSD's Cross-Connection Control Program.

- (c) Any and all other water usages for new construction, including but not limited to, dust control, compaction, street washing, and hydro-seeding shall abide by the most current LCWSD Hydrant Use Policy.
- (d) The main tap valve(s) shall remain closed at all times unless the Developer has scheduled water usage with the LCWSD Inspector. Any unauthorized use of or tampering with the main valve(s) is grounds for administrative fees, civil penalties, and/or criminal prosecution.
- (e) Main line valves to new construction shall remain closed until service authorization has been issued, or the LCWSD Inspector has given permission for scheduled water usage.

- 2. New Construction Inspection - New construction projects are generally required to pass two inspections.

J. Unauthorized or Illegal Water and Wastewater Use

Unauthorized water and/or wastewater use is a violation of District policies and any individual or Contractor who is found to have made an unauthorized use of water and/or wastewater shall be charged an unauthorized usage fee, as determined by LCWSD. In addition, such individual or Contractor shall also be subject to civil or criminal penalties, should LCWSD elect to notify the proper authorities.

In the event an illegal connection to LCWSD's water system is discovered, any devices associated with such connection shall be removed by LCWSD. 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 LCWSD's office, or by calling (803) 285-6919. If the person responsible for the illegal connection is at the scene, LCWSD shall advise the person of LCWSD's connection and metering policy, obtain any necessary information and have the connection be disconnected. Failure to comply with such request may result in LCWSD contacting the Lancaster County Sheriff's Office to file charges against the offender.

K. General Inspection

LCWSD reserves the right to make routine, unscheduled inspections of ongoing projects prior to, during, or after the construction phase. A Developer authorizes LCWSD personnel to enter the construction site at all times for the purpose of inspecting specific areas of concern or observing construction operations in progress, to ensure that the Contractor is complying fully with project design, the Specifications, and this Policy. LCWSD may, at LCWSD's discretion, require a full-time inspector be hired by either the Developer's Engineer or a third party approved by LCWSD. Any cost associated with a full-time inspector shall be at the Developer's expense.

L. Modification of Engineering Plans

Any deviation from the approved Construction Plans shall be promptly sent to the attention of the LCWSD Engineering Department with a letter from the Engineer explaining the proposed changes. Such deviations are subject to the approval of LCWSD.

M. Stop Work Orders

If the Developer and/or Contractor fail to adhere to the approved Construction Plans, or violate any other LCWSD requirements, including those set forth in this Policy, LCWSD may issue a Stop Work Order. Copies of the Stop Work Order shall be given to the Developer, the Engineer, and the Contractor. Discrepancies with the Construction Plan shall, at the option of LCWSD, be delineated on a Stop Work Order along with a time by which corrective action must be taken.

Once a Stop Work Order has been issued, LCWSD will provide written approval to restart construction only after all noted discrepancies have been corrected. Any work performed by a Contractor while under a Stop Work Order shall not be accepted by LCWSD.

N. Testing

Prior to the testing of the system, the Contractor shall clear both the water and wastewater infrastructure of any extraneous water or debris. Testing procedures shall be in accordance with the latest version of the Specifications. Once all routine general inspections and successful testing have taken place with the LCWSD Inspector and preliminary as-builts are sent to LCWSD's Engineering Department, the Engineer may schedule a Final Walk-Through Inspection with the LCWSD Inspector.

O. Final Walk-Through Inspection

Two (2) sets of preliminary as-built drawings shall be provided to the LCWSD Engineering Department at least five (5) working days prior to scheduling the Final Walk-Through Inspection. Final Walk-Through inspection shall consist of all operations and maintenance items inspected. All Developments must pass LCWSD's Final Walk-Through inspection. All of the following parties must be present at a LCWSD Final Walk-Through Inspection: (1) Engineer; (2) Contractor; and (3) LCWSD Inspector.

Prior to scheduling this Inspection, all underground utilities, including but not limited to, telephone, gas, power, cable tv, and storm drain appurtenances shall be installed. In addition, the paving of streets, sidewalks, curb, and gutter shall be complete, prior to scheduling the Final Walk-Through Inspection. The Final Walk-Through Inspection shall be attended by the Engineer, the Contractor, and the LCWSD Inspector, and LCWSD Engineering Department representative (if necessary).

The Inspection shall include: (1) review of valve locations and operation, hydrant flow and operation, meter box location including proper grade heights and cleanliness; (2) as-built verification for the water and/or wastewater infrastructure; (3) review manhole locations, cleanliness, and operation; (4) checking for inflow/infiltration; (5) review of wastewater lift station operation and cleanliness, forcemain and air relief valve operation. This Inspection is for the benefit of LCWSD to determine whether the water and/or wastewater infrastructure has been installed as designed and specified.

Once the LCWSD Final Walk-Through Inspection has been completed, the LCWSD Inspector shall note all defects and issue, if necessary, a punch list to the Contractor to correct any issues noted during the Inspection. The LCWSD Inspector shall also provide any comments from the preliminary as-builts to the Engineer, who shall make all noted corrections and resubmit both the redlined preliminary as-builts and corrected final as-builts to the LCWSD Engineering Department. All punch-list items identified during the Inspection must be completed by the Contractor and re-checked by LCWSD's Inspector. Final approval and acceptance by LCWSD will be given only if all of the above requirements meet LCWSD's Specifications.

Prior to acceptance of the infrastructure, LCWSD shall re-inspect the Development for any damage(s) that may have occurred after the LCWSD Final Walk-Through Inspections. Should any damage(s) or system(s) problems be found, the Contractor shall be notified by LCWSD personnel. 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, District may repair or have repaired the damage(s) or problem(s) and collect the actual cost of repair from the Contractor prior to issuance of a service authorization for the Development.

Only the LCWSD Inspector or other authorized LCWSD personnel may operate or give a third-party permission to operate a blow-off, hydrant, or valve throughout the District's Water or Wastewater System.

P. Final As-Built Drawings

The Developer's Engineer and/or Contractor must submit one (1) complete Mylar set of the final and approved as-built drawings as well as a copy of the final as-built drawings formatted in PDF and DWG versions, signed with an embossed seal to the LCWSD Engineering Department after the Final Walk-Through Inspection has occurred. The initial set of as-built, red-lined drawings given to the Engineer by the LCWSD Inspector at Final Walk-Through Inspection must also be submitted with the final corrected set of as-built drawings. Only information pertinent to the Water and/or Wastewater System infrastructure being dedicated to LCWSD should be shown on the drawings. Any reference to any proposed facilities shall be shown as strike-through and replaced with accurate as-built information.

In addition, REFER TO LCWSD GIS DATA SUBMITTAL REQUIREMENTS AND SPATIAL STANDARDS.

The following information shall appear on all as-built drawings:

1. Project name with phase number (if applicable);
2. North arrow and location map;
3. Developer's name, mailing address, and telephone number;
4. Street name(s);
5. Property lines with bearings\distances, existing buildings, and all existing utilities;
6. Title block with Engineer's name, mailing address, telephone number, and date of as-built drawing and revision dates;
7. Engineer's and Land Surveyor's seal and signature certification of South Carolina license, acknowledging all above ground water and sewer appurtenances have been properly located and surveyed, using NAD 83, South Carolina State Planes, International Feet (Code SC83IF);
8. The dimensions and locations of the exclusive easements on all pipelines to be dedicated to LCWSD, unless such lines are in dedicated public rights-of-way. The width of the easement shall be based on a 4:1 slope measured from the edge of right-of-way, with twenty (20) feet being a minimum requirement. Increases above the minimum width of an easement shall be in five (5) feet increments;
9. 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;
10. Land Surveyor's name, mailing address, and telephone number, which performed the revised elevation changes for the as-built drawings;
11. All easements to be conveyed to LCWSD and the surveyed boundaries of any property to be deeded to LCWSD. 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;
12. Where any water and wastewater facilities are located within private property through which an easement shall be granted, such facilities shall be located by surveyed metes and bounds;

13. Where the final as-built drawings are for sewer infrastructure, the Engineer shall provide the following:
- (a) Gravity Sewer - A schedule of wastewater line tangents with manholes (surveyed in the center of the manhole), manhole rims, and invert elevations, pipe diameter, length, materials used, and slope. Wastewater 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.
 - (b) Forcemain and Wastewater Lift Station – Locations of forcemain bend locations; forcemain valve locations; emergency pump off connection location with a 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; wastewater 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 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.
 - (c) Manholes - Manholes shall be stationed beginning with the downstream manhole and going up stream, with all manholes reverting to station 0 + 00.00 for the next line tangent. A summary box located on the cover page of the as-builts shall indicate the total number of manholes, linear feet, size and material of wastewater main and the number of Lots served.
14. Where the final as-built drawings are for a water system, the Engineer shall provide the following:
- (a) 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 infrastructure. All fire hydrants, blow-off assemblies, valve vaults, booster pump, air release valves, and bends (tees, 90° bends, 45° bends, 22 1/2° bends, 11 1/4° bends and wyes) shall be located with measurements from the nearest above grade infrastructure. Water meter boxes shall be shown for all Lots, measured from the nearest public water system connection, and shall indicate the distance in feet from the Main line to the water meter box.

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

1. All punch list items from the routine and Final Walk-Through Inspections;
2. A record of all repairs to any water and/or wastewater facilities damaged during the construction, paving, drainage, and installation of infrastructure for the Development;
3. A copy of the Engineer's certification letter, all water and wastewater pressure, mandrel, and vacuum tests, and bacteriological tests have been satisfactorily performed. This certification letter and testing reports shall be submitted to and approved by LCWSD prior to forwarding to SCDHEC. A detailed list of appurtenances, total Lots and/or units, and permitted flow shall be depicted on the certification letter;
4. Payment for all repairs or wet taps performed by LCWSD or third party contracted by LCWSD to perform repairs or other work;
5. An executed Certificate Of No-Litigation (See Appendix 4);
6. An executed Contractor's Guaranty extending at least one year from the date of the SCDHEC Permit to Operate (See Appendix 5);
7. An executed Dedication Agreement describing all lengths and sizes of infrastructure, and appurtenances that will be dedicated to LCWSD to own, operate, and maintain;
8. One (1) complete Mylar set and one (1) digital set of PDF's, surveyor points file, and DWG format of Final Approved As-Built Drawings have been received by the LCWSD Engineering Department;
9. Execution of any and all necessary releases of the State, County, and other applicable agencies as to any temporary construction encroachment Permits and other liabilities;
10. Proof of completion of all improvements, including but not limited to, roads, drainage, and other utilities. The Developer shall bear all costs associated with modifications to LCWSD's water and/or wastewater infrastructure which are necessary to accommodate these improvements;
11. A compaction test report for any water and/or wastewater infrastructure located under paved areas and between Lots, within the project with lifts being no more than 1 foot and tested areas no more than 500 feet apart;
12. Execution and recording of all easements, deeds, and agreements, including any subordinations, releases, and/or contracts as are necessary for the conveyance of the

water and/or wastewater infrastructure to LCWSD as well as the payment of any and all fees, including legal, and expenses associated therewith;

13. Developer's certification that the title to any and all real estate to be transferred to LCWSD, either by fee simple free and clear conveyance or grant of easement with subordinated liens or right-of-way, has been updated (either by an update from the latest policy of title insurance, or a full forty (40) year title search if no policy is available; and

14. 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 LCWSD Engineering Department.

LCWSD shall notify the Developer in writing once LCWSD has given the Development Final acceptance through a service authorization letter. The Development can be placed in operation once LCWSD receives the SCDHEC Permit to Operate for all water and/or wastewater infrastructure in the Development.

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

4.1 Fire Protection Guidelines

A. Fire Flow

All water systems of adequate size shall be designed to provide fire flow in accordance with state and local regulations. Fire flow requirements can vary depending on the design of the Development. It is the Developer's/Engineer's responsibility to contact the State to determine whether the Development's fire flow specifications are in compliance with state regulations.

B. Water Main Diameter Sizing

Water Mains which provide Fire Protection and domestic potable water Mains must be at least six (6) inches in diameter. However, in some cases, the Developer may be required to install water Mains of a larger diameter to provide adequate domestic water flow and fire flow to the Development as required by Lancaster County Subdivision Regulations or by LCWSD's CIP. All calculations should include scenarios for Maximum Instantaneous Demand (MID), fire flow plus peak hourly flow (3/5 of MID), and flushing flow. In order to maintain required water quality, additional devices may be required to flush larger water Mains and ensure proper chlorine residual on systems with larger lines and low demand. Additional connections to existing or new water Mains may be required as well to loop the water system and provide for better water quantity and quality improvements.

C. Service Connections

All Developers/Homebuilders desiring water, wastewater, and/or Irrigation Service are required to submit a water and/or wastewater service application prior to meter set.

A water service connection consists of the connection to a public water Main of a service line, a meter box/vault, extending to the applicant's private connection point which is either the street right of way boundary line or the easement right of way boundary line. The applicant is responsible for connecting their private plumbing system at that point.

A wastewater service (or lateral) connection consists of the connection to a public wastewater Main or manhole of a service line which is extended to the applicant's private connection point, which is either the street right of way boundary line or the easement right of way boundary line if the public wastewater Main is not at the street. The applicant is responsible for connecting their private plumbing system at that point back to their structure.

All water and wastewater service connections shall be constructed in accordance with the requirements of LCWSD and all applicable building and plumbing codes. All wastewater service connections shall be inspected by LCWSD personnel prior to backfill.

Commercial, industrial, Fire line, or Irrigation Services will be subject to certain requirements of LCWSD, including but not limited to, industrial waste and/or Backflow provisions.

D. Hydrants

The Developer must install all fire hydrants in accordance with approved LCWSD Specifications and in accordance with requirements set forth by the Lancaster County Fire Marshal, prior to LCWSD issuing a service authorization letter.

E. Design Specifications for Water and Wastewater Improvements

Developers must follow the Specifications when planning or designing water and/or wastewater installations.

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

5.1 Guidelines

Subject to the following guidelines, LCWSD may install wastewater system collection and outfall lines to existing single-family residences that are currently experiencing failing septic systems and currently have water service from LCWSD. All installations of wastewater Mains shall be dependent on adequate capacity within LCWSD's existing wastewater collection system and adequate capacity within the wastewater treatment provider's wastewater plant (LCWSD or others).

1. The opportunity for the installation of wastewater lines is only available to owners of existing single family residential dwellings. These guidelines do not apply to commercial or industrial Developments or new Development.
2. LCWSD shall only install collection and outfall lines within easements, which are dedicated to the use of LCWSD or within a public right-of-way which are appropriate for such infrastructure in the sole opinion of LCWSD.
3. All sewer collection and outfall lines must be of appropriate dimensions and sized to meet LCWSD's Specifications and growth projections for the next 20 years in the affected area and as required in LCWSD's Wastewater Master Plan and/or CIP.
4. LCWSD provides a means to install wastewater collection systems in Lancaster County areas of the County where there are a majority of homes with failing septic systems or a setting where the majority of Lots in proposed Subdivisions will not pass a SCDHEC septic tank acceptance test. All of these areas must be in close proximity, in the sole opinion of LCWSD, to an existing wastewater collection system to connect to and are areas where LCWSD already provides water service. In cases where multiple property owners who are in the same vicinity to each other and wish to have LCWSD investigate the possibility and feasibility of having a wastewater collection system installed, these owners shall provide LCWSD with a list of property owners including names and addresses who are interested in being served by LCWSD with wastewater service. No collection or outfall lines shall be installed unless a majority of the affected property owners (property and/or existing homes where the wastewater collection system is proposed to be installed) have indicated their support of the project and their willingness to pay a pro-rata share of the Project cost, as determined by LCWSD. LCWSD, at its sole discretion, may prioritize projects to provide wastewater service to areas with the worst issues first.
5. The following procedures shall be followed to investigate the possibility and feasibility of having a wastewater collection system installed as described above:
 - (a) LCWSD shall complete a feasibility assessment (within six months of receiving the written request), including a detailed cost estimate, a preliminary engineering analysis of the Project, and a survey of all

affected property owners to determine whether a majority of the property owners are willing to pay a pro-rata-share of the Project cost.

- (b) For those installations that will be less than 400 feet in length, existing residential property owners will be responsible for wastewater capacity and design fees only if installation is completed by LCWSD. These fees must be paid in full prior to the design and permitting of the project.
- (c) For installations greater than 400 feet in length, residential property owners are required to pay all costs of construction cost, design cost, as well as capacity fees.

5.2 Water Requirements for Wastewater Connection

All wastewater Customers shall be required to connect to LCWSD's public water system. Under no circumstances shall a wastewater connection be allowed without the Customer first being connected to LCWSD's water system with the water tap active and in use. Customers found to have connected back to their private well with an active wastewater connection to LCWSD will be given a written warning to disconnect from their private well or their wastewater tap will be capped off. A new wastewater capacity fee in effect at the time will be required to re-establish wastewater service.

CHAPTER 6 – LCWSD WATER SYSTEM INSTALLATION GUIDELINES FOR EXISTING RESIDENCES AND PROPERTY OWNERS

6.1 Guidelines

Subject to the following guidelines, LCWSD may install water system distribution and transmission lines to existing single family residential property owners. All Extensions of water Mains shall be dependent on adequate capacity within LCWSD's existing system.

1. The opportunity for the installation of LCWSD's water system is only available to Owners of existing residential property. These guidelines do not apply to commercial or industrial Developments or any new Development. LCWSD does not install water service to Developments; this is done by the Developer of the project as described within this Policy.
2. LCWSD shall only install distribution and transmission lines within easements which are dedicated to the exclusive use of LCWSD or within public rights-of-way which are appropriate for such infrastructure in the sole opinion of LCWSD.
3. All water distribution and transmission lines must be of appropriate dimensions and specifications to meet LCWSD's projected growth for the next 20 years in the affected area and as required in LCWSD's CIP. LCWSD shall carefully consider water Main sizing with the immediate potential number of new Customers, or connecting to existing water mains nearby, to not create a water quality concern for LCWSD.
4. A majority of the affected property owners (property owners where the proposed water mains are to be extended) shall indicate their support of the project and their willingness to pay enough water tap fees or increased project fees to pay for a pro-rata share of the Project cost, as determined by LCWSD.

The following procedures shall be followed to investigate the possibility and feasibility of having a water system distribution and transmission lines installed as described above.

- (a) LCWSD shall complete a preliminary feasibility assessment (within six months of receiving request for service) including a detailed cost estimate, a preliminary engineering analysis of the Project and to survey all of the affected property owners to determine how many of such property owners are willing to pay a pro rata share of the Project cost or tap fees within (3) months of receiving the request.
- (b) If a majority of the affected property owners agree to pay their pro-rata share of the Project, the Project shall be submitted by LCWSD staff to the LCWSD Board of Commissioners for their approval. Such submission shall include a detailed

project cost estimate of all expenses associated with the design, permitting, and construction of the Project.

5. Public Health Hazard Water Extension Guidelines

Funding for water infrastructure will be considered for the purpose of providing access for existing residences to public utilities when the system in place has failed and is resulting in a public safety, environmental or health risk to the resident(s) and/or general public. These guidelines only apply to existing residential dwellings where the affected residents demonstrate evidence from County or State Health officials that a health hazard exists. Failure of mechanical equipment does not constitute a health hazard. If the project is deemed feasible, at the sole discretion of LCWSD, LCWSD may provide the water Extension after the resident has paid applicable capacity fees in effect at the time.

6. Water Requirements

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

APPENDIX 1

LANCASTER COUNTY WATER & SEWER DISTRICT
LETTER OF INTENT

1. Proposed Project Name: _____

2. Location of property to be developed(attach required sketch plan):

 - a. Total overall acreage: _____
 - b. Will this project be phased? _____ If so, provide phase acreage: _____
 - c. Number of Lots (this phase/project): _____
 - d. Tax Map # _____
 - e. Block Parcel # _____
 - f. Date of Sale: _____
 - g. Deed Book and Page # _____
 - h. Nature of proposed Development (residential Subdivision, mobile home park, golf course community, shopping center, apartments, townhomes, industrial, commercial): _____
 - i. Projected density of the Development (units per acre): _____

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

 - c. Telephone number of Developer: _____
 - d. Email address: _____

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. Engineer License number & expiration date: _____
 - c. Mailing address of Engineering Firm: _____

 - d. Telephone number of Engineering Firm: _____

- e. Email address: _____
6. Who will provide:
- a. Power _____
 - b. Cable TV _____
 - c. Telephone _____
7. Will roads be dedicated to:
- a. County ___ b. State ___ c. Private ___
- If some are divided differently, please list each for all roads: _____

8. Present zoning designation of property to be developed: _____
9. Is a zoning change required? _____ If so, to what? _____
11. Has the Subdivision or Development approval been applied for or granted through the Lancaster County Development Review Committee or has a Development Agreement been signed by Lancaster County:
 Yes _____ No _____
 Please explain: _____

12. Nature of proposed commercial business: _____

- a. Approximation of the retail square footage: _____
 - b. Approximate restaurant seating capacity: _____
 - c. Number of rooms: _____
 - d. Other: _____
13. Installations of services required (check only one):
- a. Water & Sewer _____
 - b. Water Only _____
 - c. Sewer Only _____
14. 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: _____

15. Signature of Developer's Authorized Representative or Agent:

By: _____

Print Name: _____

Date: _____

*** Please Note: The Developer must submit all applicable review fees along with this Letter of Intent to LCWSD's Engineering Department.

APPENDIX 2

LANCASTER COUNTY WATER & SEWER DISTRICT
POLICY ACKNOWLEDGEMENT FORM

The Developer and Engineer must complete this form and remit payment to LCWSD before LCWSD will provide service.

Developer _____ Phone _____

Location of Property _____

Developer's Address _____

Project Name _____

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 LCWSD Water and Wastewater Extension Policy (Policy).

TERMS

1. Specifications: I understand that LCWSD 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 infrastructure. The proposed components shall be in accordance with LCWSD's Water and Wastewater Master Plans, CIP and all taps, meters, and other incidental components or appurtenances which are or will be attached to LCWSD's water and/or wastewater systems (Components). I further understand that LCWSD, in its sole discretion, may refuse to allow any pipes or appurtenances to be attached to LCWSD's water and/or wastewater systems if LCWSD, in its sole discretion, believes that such pipes or appurtenances are defective in any way, are inappropriate for their intended use, fail to meet the requisite safety standards or have the potential to harm LCWSD's water and/or wastewater systems.
2. Engineer's Certification: By sealing the documents submitted to LCWSD, Engineer certifies the design meets all LCWSD design standards and Specifications, and that the design is ready to be constructed, or Engineer has obtained a written variance to the design standards and Specifications.

3. Payment Obligations: I understand that the Commissioners of LCWSD have established a rate schedule and capacity fee schedule outlining the rates and fees associated with providing water and wastewater services to particular locations. I agree to pay all such rates and fees in accordance with the rate and fee schedule(s) in effect at the time such rates and fees are due.
4. Rights-of-Way: In consideration of LCWSD's promise to provide water and/or wastewater service to the Development under the terms and conditions set forth in the Policy, I hereby agree that I shall or cause to be granted to LCWSD, at no cost whatsoever, all easements, Permits, rights-of-way and privileges which, in the sole opinion of LCWSD, are necessary for LCWSD to furnish and maintain utility service.
5. 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, appurtenances, and related equipment in accordance with the Specifications and all laws and governmental regulations applicable thereto. I expressly agree to abstain from utilizing any appliance or device which may adversely affect LCWSD's ability to provide uninterrupted and reliable utility service to its Customers. I further understand that LCWSD reserves the right to withhold or to discontinue service if such service has any adverse impact to LCWSD's Customers or if any deviation from LCWSD policies and procedures is discovered.
6. Requirements: I agree that I will meet all of the requirements set forth in this Policy. I further agree that I will transfer to LCWSD free and clear legal title to all water and/or wastewater infrastructure, facilities and real property reasonably required for continued operation and/or maintenance of water and/or wastewater service. I understand that LCWSD shall assume responsibility for the operation and maintenance of the infrastructure and facilities only after LCWSD has accepted the dedication of thereof.
7. Installation Changes: I hereby agree that I shall not make any alterations or modifications which will materially affect the proper operation of LCWSD's water and/or wastewater systems. 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 approved, the previous approval will become null and void and I will be required to resubmit the project.

- 8. Parking/Paved Areas: I hereby agree that should I choose to pave over easements and/or encroachments granted to LCWSD pursuant to this Policy, or otherwise take steps which render such areas difficult to access, I will indemnify and hold LCWSD harmless of and from any claims for damages to or diminution in the value of such property in the event LCWSD must excavate 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 LCWSD harmless of and from such restoration costs.

Applicant or Authorized Representative

Sign

Print

Date

Witness

Sign

Print

Engineer

Sign

Print

Date

Witness

Sign

Print

APPENDIX 3

LANCASTER COUNTY WATER & SEWER DISTRICT (LCWSD) CROSS-CONNECTION CONTROL PROGRAM

I. AUTHORITY

A. LCWSD's Cross-Connection Control Program was created in accordance with The State Safe Drinking Water Act (S.C. Code Ann. 44-55-10, et al and the Primary Drinking Water Regulations promulgated by the South Carolina Department of Health and Environmental Control (Regulation 61-58.7).

B. This program was adopted by LCWSD 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 or regulations or with any other existing ordinances, codes, or any amendments thereto.

II. PURPOSE

A. To protect and maintain LCWSD'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 consumers.

B. To locate and facilitate the elimination of any existing unprotected cross-connections between LCWSD's water supply system and any other water system(s), sewers or water lines, or any piping systems or containers holding 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 LCWSD's water system and any other system, vessel, vat, or 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 LCWSD or their authorized representative as meeting the requisite 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 LCWSD's water supply and any other source or system through which it is possible to introduce into any part of LCWSD's water system any 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 (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 LCWSD’s water supply of a physical or toxic nature to such a degree of intensity that there would be a danger to public health.

High Hazard Residential Lawn Irrigation System means any residential lawn irrigation system that includes chemical additions or is also connected to another water source which is not an approved public water system.

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.

Low Hazard Residential Lawn Irrigation System means any residential lawn irrigation system that is directly or indirectly connected to the public water system and does not meet the High Hazard Residential Lawn Irrigation definition.

Manager means the District Manager of LCWSD.

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. LCWSD is authorized to operate a Cross-Connection Control Program pursuant to and in accordance with applicable State law and SCDHEC regulations.

B. The Owner shall allow his or her property to be inspected for possible cross-connections and shall follow the provisions of LCWSD'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 LCWSD'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 or her facility for the purpose of protecting the health of his or her employees as well as the safety/potability of his or her product.

V. REQUIREMENTS

A. New Construction

1. The Manager, or his or her designee, shall conduct on-site evaluations, inspections, interviews, and/or 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 or their designee.

B. Existing Premises (Facilities)

1. Utilizing water Customer billing records, telephone calls, personal interviews and inspections, the Manager or his designee 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 or his or her designee 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 or his designee 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 or his designee 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. LCWSD recognizes the threat to LCWSD's water system arising from cross-connections. All threats shall be classified by LCWSD 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 LCWSD's Cross-Connection Control Program.

B. To determine the nature of existing or potential hazards, LCWSD 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 LCWSD of any existing, proposed, or modified cross-connection of which the owner has knowledge but which has not been found by LCWSD.

D. If the Manager or his designee, 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 or his designee determines that a serious threat to the public health no longer exists.

All Low Hazard Customers, as defined by LCWSD, shall have a residential dual check valve assembly within the coppersetter next to the meter. LCWSD shall own and maintain the check valve assembly in a normal functional manner.

All Low Hazard Residential Lawn Irrigation Systems, as defined by LCWSD, shall have a residential dual check valve assembly located immediately downstream of the meter. LCWSD shall own and maintain the check valve assembly to include replacement at fifteen (15) year maximum intervals.

All Medium Hazard Customers, as defined by LCWSD, shall have a double-check valve assembly (DCVA) which has been approved by the appropriate LCWSD 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 LCWSD. The DCVA shall be installed in a LCWSD approved vault or shelter.

All High Hazard Customers, as defined by LCWSD, shall have a reduced pressure back-flow prevention (RPBP) device which has been approved by the appropriate LCWSD 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 LCWSD approved vault or shelter.

VII. TESTING REQUIREMENTS

A. As part of LCWSD's Cross-Connection Control Program, LCWSD shall require annual testing by a certified tester of all Backflow prevention devices. LCWSD 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 LCWSD and LCWSD 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 and prior to use by the Owner. Each device shall be tested annually thereafter unless LCWSD 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. LCWSD 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.

IX. MISCELLANEOUS

- 1. All approved public water system(s) which are interconnected with LCWSD's water system shall have a common gate valve and/or check valve assembly between the systems that meet the Specifications. All new Developments shall interconnect with LCWSD's existing water system with a LCWSD approved permanently installed gate valve and a temporary double 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. LCWSD reserves the right to randomly inspect any DCVA or RPBP device. In the event that an inspection by LCWSD reveals faulty or malfunctioning device(s), the Owner 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 Owner fails to provide LCWSD with a certified test of the faulty device(s) within thirty (30) days indicating that the malfunction has been corrected, LCWSD shall schedule the test by a certified tester and bill the Owner at the then applicable rate schedule. If the test indicates that the Owner has failed to perform the required maintenance, LCWSD will terminate the Owner's water service until required maintenance is completed.

APPENDIX 4

LANCASTER COUNTY WATER & SEWER DISTRICT
CERTIFICATE OF NO-LITIGATION

Date: _____

LCWSD Engineering Department
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 dedication or transfer of real (fee simple and easement interest(s)) and personal property associated with 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 5

LANCASTER COUNTY WATER & SEWER DISTRICT
CONTRACTOR GUARANTY

WHEREAS, Lancaster County Water and Sewer District (LCWSD), as ultimate owner and operator of the _____ (project name) water and/or wastewater facilities and infrastructure located at

(street address and lot and block or tract numbers)

requires 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 guarantee LCWSD that the quality of materials and workmanship meet published standards governing the construction of such water and/or wastewater facilities and infrastructure.

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 LCWSD or members of the general public shall constitute an acceptance by LCWSD 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 SCDHEC Permit to Operate.

IN WITNESS WHEREOF, this CONTRACTOR GUARANTY is hereby executed.

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

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

STATE OF _____)

COUNTY OF _____)
COUNTY OF _____)

PROBATE

SWORN and submitted before me this _____ day of _____, 20____
by _____ for _____.
(Company Official) (Company Name)

(Signature of Notary Public)

(Print Name of Notary Public)

Notary Public for _____
My Commission Expires: _____

(Notary Seal)

APPENDIX 6

LANCASTER COUNTY WATER & SEWER DISTRICT
PROJECTED FLOWS TABLE

DOMESTIC METER SIZE _____

ACTUAL METER SIZE _____

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 SCDHEC 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 Name Printed

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

Owner Signature: _____