

**GENERAL TERMS AND  
CONDITIONS FOR  
  
CHESTER  
METROPOLITAN  
DISTRICT  
&  
CHESTER  
SEWER  
DISTRICT**

*County of Chester, South Carolina*



Adopted April 8, 1987  
Amended June 13, 1990  
Amended March 10, 1993  
Amended December 8, 1993  
Amended July 13, 1994  
Amended August 10, 2005  
Amended January 11, 2012

# Table of Contents

I.	General .....	2
II.	Definitions.....	4
III.	Conditions of Service	
	A. General.....	4
	B. Right of Way.....	4
	C. Use of Service.....	4
	D. District's Installation.....	5
	E. Customer's Installation.....	5
	F. Continuance of Service.....	6
	G. Denial or Discontinuance of Service.....	7
	H. Reconnection Charge.....	8
	I. Customer Overcharge Due to Error.....	9
	J. Customer Overcharge Due to Leakage.....	9
	K. Customer Undercharge Due to Error.....	9
	L. Customer Undercharge Due to Misleading Action.....	10
	M. Metered Service.....	11
IV.	Customer Relocation	
	A. Termination of Service.....	11
	B. Transfer of Service.....	11
V.	Billing and Payment Terms	
	A. General.....	12
	B. Returned Checks.....	12
	C. Deposits.....	13
	D. Floating Deposits.....	14
	E. Appeal.....	14

## I. General

### A. **Foreword**

In contemplation of the mutual protection of the Metropolitan and Sewer Districts of the County of Chester and their customers, and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Metropolitan and Sewer Districts of the County of Chester are hereby set forth the same being incorporated by reference in each contract or agreement for service.

The Metropolitan and Sewer Districts of the County of Chester are referred to herein as “District” and the user or prospective user is referred to as “Customer”.

### B. **Application**

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving water service from the District under the prescribed Rate Schedules or Contracts. No service will be installed until a Customer’s contract, clearly stating rates, charges, etc., has been entered into.

No contracts may be transferred without the written consent of the District.

### C. **Term of Service**

The contract as prescribed by the District is based upon the supply of service to each individual Customer, except as otherwise specifically provided under the terms of the particular Rate Schedule of or Contract covering such services.

#### 1. **Consumer Contract**

This contract is signed at the time service is requested, and reads as follows:

*This agreement made and entered into in Chester County, SC., by and between Chester Metropolitan District (hereinafter referred to as the District), and the Consumer whose name appears above.*

*The Consumer agrees to pay for water used at location described on reverse side (and for sewer service also, if applicable), monthly, at the office of the District, as specified in the current rules, regulations, and rates, of the District, or as might be amended from time to time hereafter, all of which are made a part of this contract.*

*If it is necessary to place this account in the hands of an attorney at law for collection, then Consumer agrees to pay all costs of collection, including reasonable attorney fees.*

*By entering into this contract, Consumer submits to the jurisdiction of the Courts of Chester County, and both parties agree that the venue of any legal action involving the enforcement or interpretation of this contract and agreement shall be in the courts of Chester County.*

2. At the time the above-stated contract is signed, the Customer will be asked to initial the top-right corner of the document, acknowledging receipt of these Rules and Regulations.
3. When a Customer desires to establish or reestablish a service at a new location during normal working hours on the workday of the application, every effort shall be made to provide service on the workday requested.

a. Application for Service

When applying for service, the Customer must provide the following: current photo identification (driver's license or other DMV-issued ID card or passport), current social security card or number, and proof of residency (rent receipt, mortgage receipt, etc.).

Requests for service are not accepted over the telephone. The Customer must come to the office and provide identification to establish, restore, or terminate service.

b. Discontinuance of Service

1. When a Customer desires to have service terminated, he or she whose name is on the bill must come to the District office at 155 Wylie Street to make the request. The Customer must show proper identification at the time the request is made.
2. The District shall be allowed a reasonable period of time after receipt of such notice to take a final reading of the meter and discontinue service.

4. Term of Service for Rental Housing

- A. A landlord may apply for permanent service to one of his or her rental units on behalf of a tenant. The landlord, in doing so, must also provide the name(s) of the tenant(s) for which the service will be established.

- B. If a Landlord establishes a permanent service for a tenant, he or she can and will be held responsible for any damages to the water meter, vault, water or sewer lines, or other equipment or infrastructure owned by the District, incurred while the service is in his or her name. The Landlord will also be held responsible for any fees or penalties charged in conjunction with said damages.

**D. Terms and Conditions**

The terms and conditions contained herein are a part of every contract for service entered into by the District and govern all classes of service were applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or Contract.

**E. Statements by Agents**

No agent of the District has authority to modify any rule of the District, provisions of Rate Schedules, or to bind the District by any promise or representation contrary thereto.

**II. Definitions**

Except where this document otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be considered to have meaning as follows:

- A. “Premises” shall mean home, apartment, dwelling unit, shop, factory, business location (including water and sewage pumps), church or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- B. “Cross-connection” means any actual or potential connection or structural arrangement between a public water supply and any other source or system through which it is possible to introduce into any part of the potable system any used water, water of questionable quality, industrial fluid, gas or substance other than the potable water with which the system is supplied. By-pass 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.
- C. “Unit” shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment supplied by one meter.

**III. Conditions of Service**

**A. General**

The Customer shall consult with and furnish to the District, such information as the District, may require to determine the availability of the District's service at a particular location before proceeding with plans for any new or additional water. The District will not supply any new or additional loads if it is determined that such service will jeopardize service to existing Customers by increasing the total system's firm load requirements above available supplies or capabilities.

**B. Right-of -Way**

The District shall not be required to extend its distribution and service facilities, for the purpose of rendering service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from government agencies and property owners to permit the installation, operation and maintenance of the District's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Department, without charge, necessary rights-of-way and trimming and clearing privileges for its facilities along, across and under property controlled by the Customer to the extent that such rights-of-way and trimmings are required or necessary to enable the Department to supply service to the Customer.

**C. Use of Service**

The water service to be delivered hereunder to the Customer is to be delivered for the purpose of its being used by the Customer for operating his machinery, apparatus and appliances in and upon the Customer's plant and/or premises hereinbefore mentioned, and for those purposes only, and the Customer shall not be used or applied any said services at any place or in any manner or for any purpose, other than provided for in this contract, and said Customer shall not have the right and hereby agrees not to transfer or assign the contract, nor to sell or dispose of to others, the whole or any part of the said service delivered hereunder.

**D. District's Installation**

1. Water

a. Standard Tap fees per unit:

3/4"	\$1,082.00
1"	\$1,082.00
Over 1"	Cost of installation

b. These fees are subject to change at the discretion of the District.

2. Sewer

a. Standard Tap Fees per unit:

\$1,082.00 or Cost of Installation

b. These fees are subject to change at the discretion of the District.

**E. Customer's Installation**

1. Water

- a. The District will provide a tap from the main line to the property line provided the required tap fee has been paid by the Customer. All water lines will be stubbed out and connected to the tap provided by the District. The stub out and connection to the tap will be done at the Customer's expense by the Customer's plumber. All water meters will be installed in the public right-of-ways or in utility easements designated by the District.
- b. In the event it is determined by Chester Metropolitan District personnel that an unprotected cross connection exists, the service may be disconnected until corrective measures have been taken.

2. Sewer

- a. The District will provide a tap from the main line to the property line provided the required tap fee has been paid by the Customer. All water lines will be stubbed out and connected to the tap provided by the District. The stub out and connection to the tap will be done at the Customer's expense by the Customer's plumber.

**F. Continuance of Service and Liability Therefore**

1. The District does not guarantee continuous service. The District shall use reasonable diligence at all times to provide uninterrupted service, but shall not be liable for any loss or damage to a Customer or Customers resulting from such failure, interruption or suspension of service which is due to any accident or other cause beyond its reasonable control. The supply of service is subject to any orders of all duly constituted governmental authorities establishing any priority or limitation to service. The District reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacements or changes may be made in the District's facilities and equipment, either on or off Customer premises.
2. The District may impose reasonable restrictions on the use of service during periods of excessive demand or other difficulty which jeopardizes the supply of service to any group of Customers. The District may waive any minimum charge or guaranteed payments for service upon written notice from, and at the request of a Customer during such time as the Customer's business may be completely shut down as a result of strike, lockout, governmental order, fire, flood or other acts of God; provided however, that the Customer specifically agrees that the term of the service

contract shall be extended for a period equal to the period of the enforced shutdown.

3. If the Customer is disconnected for non-payment, he or she will continue to pay a minimum monthly bill, as water and sewer services are still available.

**G. Denial or Discontinuance of Service**

1. The District may refuse or discontinue service and remove the property of the District without liability to the Customer, or tenants or occupants of the premises serviced, for any loss, cost, damage, or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:
  - a. In the event of a condition determined by the District to be hazardous, dangerous or preventing assume metering.
  - b. In the event the Customer's equipment is used in such a manner as to adversely affect the District's service to others.
  - c. In the event of unauthorized or Fraudulent use of the District's services.
  - d. Unauthorized adjustment of or tampering with District's equipment.
  - e. Customer's failure to fulfill his contractual obligations.
  - f. For non-payment of bill or service rendered as listed in Section IV, A-B.
  - g. For failure of the Customer to provide the District with a Deposit as deemed necessary by the District as listed in Section IV-C, paragraph 1.
  - h. For failure to provide proof of residency at or ownership of premises by way of deed or rent receipt.
  - i. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn.
  - j. For failure of the Customer to comply with reasonable restrictions on the use of service.
  - k. The District shall not furnish its services to any applicant who at the time of such application, is indebted for service previously furnished to such applicant.

- l. The District shall not furnish its services to any applicant where any member of its household is indebted for service, previously furnished such member.
  - m. The District shall not furnish its services to any applicant where the owner of the premises is indebted for services previously furnished the owner.
  - n. The District shall not continue to furnish its services to any Customer where any member of its household is indebted for service, previously furnished such member, prior to the time of such Customer's application.
  - o. If the use of the Customer's service conflicts with, or violates orders, ordinances or laws of the State of South Carolina or any subdivision thereof.
  - p. Failure of the Customer to sign a contract or service agreement provided by the District.
2. When service has been discontinued for non-payment of a bill, all charges for service to date will become immediately due and payable, and service will not be reinstated until payment as prescribed by the District has been made, including the extra charges and any additional deposit as may be deemed necessary by the District, as stated in section V-C, Paragraph 1.
- a. The customer is subject to a reconnection charge in addition to any other charges due and payable to the District.
  - b. The customer's bill due at the time of cutoff, plus the reconnection fee must be paid before the service can be restored. Payment is to be made by 4:00 pm to allow the serviceman time to restore service within the regular work day. Payments received after 4:00 pm may not guarantee service will be restored before the end of the work day at 5:00 pm.
  - c. If the customer wants service restored after hours, he or she must agree to pay an additional fee to cover the overtime expense to the District. This additional fee should be paid along with the amount of the bill due and the regular re-connect fee for non-pay. This should be received in the office by 8:30 am the following workday. Should the customer fail to pay the agreed upon amount in the designated time, the service will be discontinued, another fee will be charged, and the service will not be restored after regular hours. The customer must come to the office to have service restored upon paying all fees.

#### **H. Reconnection Charge**

1. Water
  - A. Where the District has discontinued service for reasons listed in Section III, paragraph G, the Customer is subject to a reconnection

charge to be determined by the District, in addition to any other charges due and payable to the District.

- B. A Customer's bill may be adjusted to reflect normal usage should any tampering reflect other than normal meter readings. Should it be discovered where there has been tampering with a meter (either off or on), the meter shall be immediately removed and the Customer shall be subject to a pulled meter fee to be determined by the District, plus any other charges owed to the district.
- C. Where a Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises, the reconnection charge will not apply.

#### **I. Customer Overcharged Due to Human or Machine Error**

If the District has overcharged any Customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, except as provided in Section IV-A, paragraph 7, the District shall credit the excess amount paid by the Customer as provided by the following:

- 1. If the interval during which the Customer was overcharged can be determined, then the District shall credit the excess amount charged during the entire interval.
- 2. If the exact usage and/or demand incurred by the Customer during the billing periods subject to adjustment cannot be determined, then the credit shall be based on an appropriate estimated usage and/or demand.

#### **J. Customer Adjustment Due to Leakage**

Until the leak is properly repaired by the Customer, no adjustment will be made to his or her bill. An unusually higher than average bill is often the first sign of a leak. The Customer is responsible for repairing or replacing the leak if it is on his or her side of the meter. The District is responsible for the same on its side of the meter. The following adjustments will be made in these particular circumstances:

- 1. With proof of repairs, the bill will be adjusted based on an appropriate average usage for water and sewer (if applicable). Accepted forms of proof are: receipts for parts or a copy of the plumber's bill.
  - a. If the leak is discovered after the regular monthly billing and is repaired during the month following detection, then the adjustment can be made on both months provided the leak is not allowed to continue past the second month.
  - b. Leak adjustment formula:  
Gallons billed with leak less 3-month average gallons; gallons registered over average; adjust off half over average gallons.

- c. A customer may receive a total of two (2) adjustments in a 12-month period.
  - d. Any customer with a leak in the first three months of service with no prior service history may be considered for an adjustment based on the District-wide average of four-thousand (4,000) gallons. An adjustment may be made based on the above-stated formula with four-thousand gallons inserted as the three-month average.
  - e. No billing adjustment can be made if the Customer's account has been in arrears for six months or longer.
2. If the leak is detected at the meter connection, the excess amount charged will be adjusted based on a three month period prior to the leak detection.

**K. Customer Undercharged Due to Human or Machine Error**

If the District has undercharged any Customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, except as provided in Section IV, paragraph 7, then the District shall recover the deficient amount as provided as follows:

1. If the interval during which a customer was undercharged can be determined, then the District may collect the deficient amount incurred during that entire interval up to a maximum period of 12 months.
2. If the full interval during which a Customer was undercharged cannot be determined, then the District may collect only the deficient amount of that portion of the interval that can be determined up to a maximum period of 12 months.
3. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the Customer was subject to pay the deficient amount.
4. If the usage incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate average usage.

**L. Customer Undercharge Due to Willfully Misleading District**

If the District has undercharged any Customer as a result of a fraudulent or willfully misleading action of that Customer, or any such action by any person (other than the employees or agents of the District), such as tampering with, or by-passing the meter when it is evident that such tampering or by-passing occurred during the residency of that Customer, or if it is evident that a Customer has knowledge of being undercharged without notifying the District as such, then the District shall recover the deficient amount provided as follows:

1. If the interval during which the Customer was undercharged can be determined, then the District shall collect the deficient amount incurred during the entire interval.
2. If the interval during which the Customer was undercharged cannot be determined, then the district shall collect the deficient amount incurred during the 12 month period preceding the date when the billing error was discovered by the District.
3. If the usage and/or demand incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate average usage and/or demand.
4. If the metering equipment has been removed or damaged, then the District shall collect the cost of repairing and/or replacing such equipment.
5. The District shall prosecute to the full extent of South Carolina law for meter tampering.
  - a. § 16-13-385. Altering, tampering with, or bypassing electric, gas, or water meters.

It shall be unlawful for any person to alter, tamper with, or bypass a meter which has been installed for the purpose of measuring the use of electricity or gas or water.

Any meter found in a condition which would cause electricity or gas or water to be diverted from the recording apparatus of the meter or to cause such meter to inaccurately measure the use of electricity of gas or water or the attachment to a meter or distribution wire of any device, mechanism, or wire which would permit the use of unmetered electricity or gas or water or would cause a meter to inaccurately measure the use thereof shall be *prima facie* evidence that either the person in whose name such meter was installed, or the person for whose name such meter was installed or the person for whose benefit electricity of gas or water was diverted caused the electricity or gas or water to be diverted from going through the meter or the meter to inaccurately measure the use of electricity or gas or water.

Any person violating the provisions of this section shall for a first offense be deemed guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed one hundred dollars or imprisoned for a term not to exceed thirty days and for a second or subsequent offense shall be deemed guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed ten thousand dollars or imprisoned not to exceed ten years, or both.

*HISTORY: 1962 Code 16-400; Act No. 650.*

M. **Metered Service**

1. Each meter shall be considered as a separate service. If there is more than one meter at the same location, the consumption recorded by the meters will not be added to arrive at the rate.
2. Multiple services are not allowed by the District.

#### IV. Customer Relocation

##### A. Termination of Service

Should the Customer terminate service because of relocation out of the District's service and credit balance is shown on their account, this amount shall be refunded to the Customer, after all final charges have been deducted.

##### B. Transfer of Service

A Customer desiring to transfer service to another address must pay any open balance at the time of this change. The final amount to be billed will be transferred to the new location.

#### V. Billing and Payment Terms

##### A. **General**

1. Bills for water services will be issued monthly by the District, except as specifically stated to the contrary. The District will make every reasonable effort to see that each Customer for the District receives a monthly bill, but no responsibility will be assumed for non-delivery when same has been mailed at the Post Office.
2. The territory served by the District is divided into six (6) areas for billing purposes. In each instance, the bill rendered will cover services for a period of approximately one month prior to the billing date, except for any service cut on prior to the usual meter reading date. It will be billed on the appropriate schedule for the service rendered; but in no case less than the scheduled minimum.
3. Payments
  - a. Chester, Richburg, and Fort Lawn  

Customers in the Chester, Richburg, and Fort Lawn areas may make payments either in the Chester Office or depository box at 155 Wylie Street, or mail payments to P.O. Box 550, Chester, SC 29706.
  - b. Great Falls

Customers in Great Falls may only pay their bills in Great Falls. Payment can be made at Great Falls Town Hall on Dearborn Street, or mailed to P.O. Box 177, Great Falls, SC 29055. Please note: The Chester Office **can not** accept Great Falls payments.

4. The bills are due and payable on or before twenty days after mailing. Any bill not paid within ten (10) days shall be considered late, and a penalty will be added to the next month's bill. On the Sixteenth (16<sup>th</sup>) day after mailing, a reminder notice may be mailed to the Customer, to notify the Customer that if the bill is not paid within four (4) calendar days of the Courtesy Reminder notice, the services shall be subject to immediate discontinuance. The bill will be sent to the mailing address as specified by the Customer at the time application for service is made, or at such new mailing address as the Customer may designate in writing to the District from time to time thereafter. If a Customer does not receive the bill at the appropriate time of the month, he or she is encouraged to call the local office for help.
5. When service has been discontinued in accordance with paragraph 4 above, all charges for service to date may become immediately due and payable and service will not be reinstated until payment as prescribed by the District has been made, including the extra charges listed in paragraph 4 above, Section III-H, and any additional deposit as may be deemed necessary by the District as listed in Section V-C, paragraph 2.
6. All water services are metered. Where water meters fail to register, bills shall be determined by taking an average of the three most recent months.
7. No claim or demand that the Customer may have against the District shall be considered as an offset against the payment for services funded under these regulations.
8. Any customer who fails to bring his or her bill at the time of payment will be assessed a "no-bill" fee of \$2.00. This fee is subject to change at the discretion of the District.

#### **B. Returned Checks**

When a check is returned to the District by a bank because of "insufficient funds", "no account", etc., the District shall notify the Customer and allow one week to pay the existing amount. If payment is not received by the District, the Customer's meter shall be removed. The District, at its option for good cause, may refuse to accept a check tendered as payment on a Customer's account. There will be a service charge for each returned check.

1. Returned Checks reading “Account Closed” or that have been stolen are subject to immediate disconnection upon notification to the District from the bank.

**C. Deposits**

1. A deposit equal to the average monthly billing over a two (2) month period for that particular location, or in the amount of thirty-five (\$35.00) dollars, whichever is greater, is required from all users of the water system if any of the following conditions exist:
  - a. The Customer is establishing or re-establishing a new service.
  - b. The Customers past payment record to the District shows delinquent payment practice.
    - a. A Customer has no deposit and presently is delinquent in payments.
    - b. A Customer moves from one location to another, the current service deposit policy will apply.
2. If service to a Customer at any location has been discontinued for non-payment of monthly billing at least two (2) times within the immediate past fourteen (14) month period or for fraudulent use at any time, then and in the event, the amount of service deposit shall be increased to two and one-half (2 ½) times the highest monthly billing for said location or fifty dollars (\$50.00), whichever is greater.
3. Each service deposit shall be refundable only upon discontinuance of service at that location, in which case refund shall be made only after deduction for service rendered through date of discontinuance.

**D. Floating Deposits**

1. A floating deposit can be established by a landlord or realtor for cleaning and restoration purposes or for the showing or sale of a property.
2. Only one service may be established per deposit, and may not be used for residential purposes.
3. The service will remain open for fourteen (14) days, after which time the service will be discontinued unless prior written permission to continue is granted by the Executive Director.

**E. Appeal**

If a Customer requests an appeal for an exception to any of the above rules, he or she must make such request in writing to appear before the Customer Relations Committee. This request must be received in the office five (5) working days before the Committee meets on the first Wednesday of each month.