



GENERAL TERMS AND CONDITIONS

for

**Chester Metropolitan
District**

County of Chester, South Carolina

Adopted October 12, 2018

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1. PREFACE

The purpose of these General Terms & Conditions is to provide customers with the general terms and conditions of the Chester Metropolitan District for utility service. The terms and conditions described herein are applicable to all customers desiring connection to the District's systems whether they are residential, commercial, or industrial.

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

For more information about CMD, please visit our website at www.cmdcsd.com.

2. OFFICE HOURS & LOCATION

- ❖ **Office Location:** Our office is located at 155 Wylie Street, Chester. Office hours are 8:30 AM to 5:00 PM, Monday through Friday.
- ❖ **Bill Payment:** Bill payment services are available online twenty-four hours a day through our website at www.cmdcsd.com, and Customers may place payments in the night deposit box located beside our drive-through window at 155 Wylie Street in Chester.
- ❖ **Emergencies:** **If you have an emergency after hours, please call our main telephone line at (803) 385-5123. District personnel will be dispatched to assist you. For more information, please visit our website at www.cmdcsd.com.**

3. NOTES

Chester Metropolitan District cannot offer or provide any person or organization free water connections or service.

The District does not guarantee uninterrupted service. CMD will make all reasonable efforts to provide continuous and uninterrupted utility service, but is not liable for loss or damage (direct, consequential, or otherwise) caused by any failure to supply water, or by an interruption, if it is due to any cause beyond the reasonable control of the District. The District is not accountable for acts of God.

- ❖ **Illegal Water Usage:** If water usage registers on a meter at a vacant property, the property owner will be held responsible for both the cost of any water usage and any meter damages.

The District reserves the right to prosecute to the fullest extent of South Carolina law, any individual convicted of meter tampering as outlined below:

§ 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 or 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 or 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.

4. TERMS OF SERVICE

- ❖ **Consumer Contract:** At the time service is requested, the Customer will be required to sign a “Consumer Contract”, agreeing to pay for all water, wastewater, and/or garbage services used at a location monthly, as specified by the current bill and by this document.
 - **Setoff Debt Collection:** The District has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the Customer through offset of the Customer’s state income tax and collect costs incurred through the setoff process, including fees charged by the SC Department of Revenue, the South Carolina Association of Counties, The Municipal Association of South Carolina, and/or CMD. ***If a customer chooses not provide either a Social Security or Federal Tax ID number, the highest available deposit will be required in order to start service.***
- ❖ **Service Restrictions:** 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. In the event that the District must impose restrictions for such occurrences as Drought Management, firefighting, maintenance procedures, or other similar situations, notification will be provided as appropriate through our office, the newspaper, and/or our website.

- ❖ **Meter Access:** The Customer must maintain a safe passageway for meter access by the District. The Customer has the responsibility to keep the meter free from obstructions and to restrain pets, or to remove obstacles which the District may encounter at that property. Failure of the Customer to provide free access may result in the termination of utility service until suitable access is provided. Bills may be rendered on the basis of estimated meter readings whenever the District is unable to obtain a meter reading because of inaccessibility to the Customer's premises or for other reasons. CMD reserves the right to, after proper notification, tow vehicles at the owner's expense which are parked in such a manner that a meter reading cannot be obtained.

- ❖ **Multiple Services:** Multiple Services are not allowed by the District. Each establishment must be served by an individual meter. Any location found to have multiple services will be required to cease operation of said service and install separate meters for each facility. However, the District will install a new tap and meter at no cost for residential double- or multiple-service accounts (apartments, trailer parks and commercials accounts do not qualify). In order for the District to provide a tap and meter at no cost, the owner will be required to disconnect all plumbing between the connected properties and run new plumbing from the meter to the home (at the owner's expense). The owner will be required to follow the same rules for paperwork listed under Application For Service.

5. APPLICATION FOR SERVICE

- ❖ **Application for Service:** When applying for service, the Customer must provide the following: current photo identification (State-issued Driver's License or ID card *or* Passport), Social Security card and/or number, proof of residency, and deposit. Any outstanding balance on a Customer's account must be paid in full before service will be established. When a Customer desires to establish service during regular business hours, every effort will be made to provide service on the workday requested, provided a connection exists.

Proof of residency includes, but is not limited to, a deed, closing documents, tax receipt, rental agreement, or letter of permission signed by the property owner.

Requests for new service are accepted in-person at our office and online at www.cmdcsd.com. The Customer must make all requests for service transfer or termination in person and provide the appropriate identification as outlined above.

- ❖ **New Service:** Any location which a water and/or sewer meter does exist will require the payment of a Tap Fee and Capital Recovery Fee prior to initiation of service. Based on the current workload of the District's Maintenance Departments, availability of materials needed, and required disinfection and testing processes, completion of a new service connection may require up to fifteen (15) business days. In rare cases, installation of new service may take longer.

- ❖ **Service Transfer & Final Bills:** A Customer is able to transfer service from one location to another at any time as long as the current account has a zero balance. The meter at the previous location will be read and a "final bill" will be generated for all services used up to the date of transfer or termination. This "final bill" will be mailed to the Customer's new address. If the final bill is not paid from the previous address, it will be transferred to the Customer's current account. In this case, the current bill for the new location and the transferred final balance must both be paid in full to avoid disconnection.

- ❖ **Discontinuance of Service:** When a Customer desires to terminate service, the Customer whose name is on the bill must make the request in person. Proper identification is required. Upon receipt of the request, the District shall be allowed a reasonable period of time to take a final meter reading and discontinue service.

6. **SERVICE DEPOSITS**

- ❖ **Deposit:** A Deposit must be made in full at the time of application.

Deposits are calculated based on service history, both of the location and of the customer. The District will charge two-and-a-half times the highest monthly bill if service is disconnected two or more times in a fourteen-(14) month period.

A Customer may transfer a deposit from one location to another so long as service is discontinued at the first location and the final bill for the first location is paid. Proper identification is required.

Service deposits are refundable; however a deposit will only be refunded after service is discontinued and any outstanding bill is satisfied. In the event an outstanding bill exceeds a deposit amount, the entire deposit will be applied to the bill and the account will have a balance due.

- ❖ **Floating Deposits:** A landlord or realtor may establish a floating deposit for cleaning and restoration purposes. Only one service may be established at a time *per deposit* and may

not be used for residential purposes. The service will remain open for fourteen (14) days, after which time the service will be discontinued *for at least two weeks* unless prior written permission to continue is granted by the Executive Director. ***Please note: a floating deposit cannot be used to establish permanent service.***

Floating deposits within the Chester City Limits do not require garbage service.

7. BILLING

- ❖ **Monthly Billing:** Bills for water, sewer, and/or garbage services will be issued monthly by the District. The District will make every reasonable effort to see that each Customer receives a monthly bill, but the District is not responsible for mail delivery once the bills have been delivered to the post office.

Customers are billed only for actual water used. Water meters register in 1,000-gallon increments, and are read once per month. A monthly bill is calculated as the difference between the current month's reading and the previous month's reading, and charges are assessed according to the most current Rate Schedule.

Failure to receive a monthly bill does not relieve the Customer of payment responsibility. If you have not received a bill by the due date listed for your Cycle, please contact our office to check the status of your bill and/or arrange for payment.

If a Customer's billing date falls on a holiday or weekend, CMD will make every attempt to process and mail bills out on the business day before the weekend or holiday.

- ❖ **Billing Cycles:** The CMD territory is divided into six (6) Cycles for meter reading and billing purposes. Billing Cycles are based on location and reading dates, and are not negotiable.
- ❖ **CWR Wastewater Usage:** CMD bills for Wastewater service through an agreement with Chester County Wastewater Recovery. Wastewater usage is based on water consumption except where a sewer meter is present. If a residential location has wastewater service only and no meter present, a Flat Rate will be charged on a monthly basis. Policies for wastewater service are at the sole discretion of Chester County Wastewater Recovery.
- ❖ **Fort Lawn Wastewater Usage:** CMD bills for Wastewater service through an agreement with the Town of Fort Lawn. Wastewater usage is based on water consumption except where a sewer meter is present. If a residential location has wastewater service only and no meter present, a Flat Rate will be charged on a monthly basis. Policies for wastewater service are at the sole discretion of the Town of Fort Lawn.

- ❖ **Great Falls Wastewater Usage:** CMD bills for Wastewater service through an agreement with the Town of Great Falls. Wastewater usage is based on water consumption except where a sewer meter is present. If a residential location has wastewater service only and no meter present, a Flat Rate will be charged on a monthly basis. Policies for wastewater service are at the sole discretion of the Town of Great Falls.
- ❖ **City of Chester Garbage Service:** CMD bills for Garbage service through an agreement with the City of Chester. Garbage Customers will be charged a monthly flat rate, determined by the City of Chester. Policies for Garbage service are at the sole discretion of the City of Chester.
- ❖ **Great Falls Garbage Service:** CMD bills for Garbage service through an agreement with the Town of Great Falls. Garbage Customers will be charged a monthly flat rate, determined by the Town of Great Falls. Policies for Garbage service are at the sole discretion of the Town of Great Falls.
- ❖ **Final Bills:** A “final bill” will also be generated when a Customer discontinues service. If a “final bill” goes unpaid, the Customer’s deposit will be applied toward the amount due before any refund can be processed.

Please note: The District does not hold bills beyond the due date for any reason, for any customer.

8. PAYMENTS

- ❖ **Payment Options:** Payments are accepted in our office via cash, check, cashier’s check, postal money order, credit card, or automatic bank draft, and online via electronic check. Payments may also be made after hours through our night deposit located at our drive-through located at 155 Wylie Street in Chester. CMD does not accept starter checks. *For security reasons, please do not place cash in the night deposit.*
- ❖ **Due Dates:** Your due date is listed on your bill. If payment has not been made by that due date, a late fee will be assessed. If payment has not been made within twenty-five (25) days after your billing date, a nonpayment fee will be added to the bill at 5:00 PM on the 25th day and service will be scheduled for disconnection.
- ❖ **Partial Payments:** The District will accept partial payment, however the full balance must be paid in full by 5:00 P.M. on the twenty-fifth day from the Bill Date, or a non-payment fee will assessed to the account and service will be scheduled for disconnection.

❖ **Non-Payment Fee:** Should a customer fail to remit payment in a timely manner, they will be subject to the following:

1. Bills not paid within fifteen (15) days shall be considered late, and a late penalty will be added to the Customer's account.
2. Accounts with bills not paid within twenty-five (25) days of the bill date will be charged a non-payment fee and will be scheduled for disconnection. Payment must be received by 5:00 PM on the twenty-fifth day to avoid the non-payment fee. Example: The bill date is the 4th of the month. A late fee will be added at 5:00 PM on the 19th of the month. The non-payment fee will be added at 5:00 PM on the 29th of the month.
3. When service to an address has been discontinued for non-payment, all charges for service to date become immediately due and payable, and service will not be restored until payment has been made in full, including any additional charges assessed by the District (including, but not limited to, meter/meter box/MXU damages, return-check fees, and/or additional deposit).
4. If a Customer is disconnected for non-payment, they will continue to receive a minimum monthly bill for availability of service until such time as the account is closed.

All late and non-payment fees are assessed based on the most current CMD Rate Schedule.

❖ **Disconnection for Non-Payment:** If a Customer is disconnected for nonpayment, all charges and fees become due and payable immediately in order to re-establish service. In the event that a Customer's account is disconnected two or more times for non-payment in a fourteen-month period, an additional Deposit will also be required to re-establish service.

❖ **Service Reconnection:** When a Customer desires to re-establish service during regular business hours, every effort will be made to provide service on the workday requested. Any Customer who wishes to re-establish service after 5:00 PM *on the same day* will be subject to an After-Hours Fee. Service reconnections will not be performed after 10:00 PM.

❖ **Returned Checks:** When a check is returned to the District for any reason, a service charge and a non-payment fee will be applied to the account.

If a check is returned by a bank due to "insufficient funds", the District shall notify the customer in writing and allow up to seven calendar days for the Customer to pay all charges on the account before disconnection occurs. If the issue is not resolved by the due date in the notification correspondence, CMD reserves the right to submit the Customer's information to the Solicitor's Office's Worthless Check Unit.

If two or more checks are returned on one account for any reason, the District reserves the right to flag the account as "Cash Only" and require payment by cash, or postal money order

9. ADJUSTMENTS

- ❖ **Leaks:** A Customer who experiences a leak in excess of 2,000 gallons over his or her average may request a billing adjustment. In order to receive an adjustment, the Customer must provide to the office proof of repair (a receipt from a plumber, or in the case of a toilet leak a receipt for parts used). Upon confirmation by our Meter Department that the leak has been repaired, an adjustment will be calculated based on a six-month history of the account.
 - Any Customer who experiences a leak in the first three (3) months of service and provides proper repair documentation will receive an adjustment based on the District-wide average usage of 4,000 gallons.
 - **Adjustment Calculations:** The District will waive *half of the amount in excess of the monthly average*. The customer will be responsible for paying the monthly average as well as the remaining half of the overage.
 - A Customer may receive two (2) leak adjustments in a twelve-month period.
- ❖ **Non-Payment Fee Forgiveness:** A Customer who has not been disconnected for non-payment, assessed a Non-Payment Fee, or had a payment returned for Insufficient Funds in twenty-four months is entitled to the waiver of one (1) Non-Payment Fee.
 - A Customer may request to have his or her account reviewed for eligibility by contacting the CMD Office.
 - If a Customer receives a waiver, they will not be eligible for another waiver until their account history shows twenty-four consecutive months of timely payments.

10. POLICIES

CMD and its customers are bound by the following policies, as set forth by the Chester Metropolitan District Board of Commissioners. CMD staff do not have the ability to make exceptions to these policies. Any request for exception must be made to the Customer Relations Committee, as outlined in the next section.

- ❖ **Non-Payment Fee:** Should a Customer fail to remit payment in a timely manner, they will be subject to the following:
 - Bills not paid within fifteen (15) days shall be considered late, and a late penalty will be added to the Customer's account.
 - Accounts with bills not paid within twenty-five (25) days of the bill date will be charged a non-payment fee and will be scheduled for disconnection. Payment must be received by 5:00 PM on the twenty-fifth day to avoid the non-payment fee. *Example: The bill date is the 4th of the month. A late fee will be added at 5:00*

PM on the 19th of the month. The non-payment fee will be added at 5:00 PM on the 29th of the month.

- ❖ **Disconnection for Non-Payment:** Any account which has a past-due balance twenty-five days or more past the “Bill Date” will be scheduled for disconnection. Customers who are disconnected for non-payment must pay the past-due balance, including any additional fees or charges incurred as a result of the disconnection, in full before service will be restored to the address. If a customer wishes to have service restored after regular business hours, an additional “after-hours reconnect” fee will be required.
- ❖ **Water Service Responsibility:** CMD will be responsible for maintenance and upkeep of a customer’s water service from the water main to the Customer Service Valve located on the Customer’s Side of the water meter. The Customer is responsible for the remainder of the service from the back side of the Customer Service valve on. This includes all plumbing and equipment located on private property. ***CMD Staff are not allowed to make repairs on private property.***

11. PUBLIC COMMENT & APPEAL

- ❖ **Commission Public Comment:** All Chester Metropolitan District Commission Meetings are open to the public, and Commissioners do allow Public Comment. However, Commission Meetings are not a public forum, and the purpose of the meeting is to conduct the business of the District.
 - Customer may address the CMD Commission during Board Meetings. However, the comments will be taken as information only.
 - For account-related concerns, CMD Staff asks that Customers follow the appeal process listed below. Customers will still have the opportunity to address Commissioners directly, but in a private meeting with the Customer Grievance Committee. The reason for this request is as follows:
 - Commissioners are not able to handle administrative issues during Commission Meetings and will refer the issue back to Customer Service for resolution.
 - Commission Meetings are considered public information, and personally identifying information given on record (names, addresses, telephone numbers, etc.) becomes part of the public meeting record, and may then be subject to identity fraud.
 - Members of the public who sign in will be given three (3) minutes to address the Commission. Speakers are to address Commission Members only, not other visitors.
 - Commissioners and Guests alike are required to remain professional and courteous at all times. Rude or abusive behavior will not be tolerated, and those exhibiting such behavior will be asked to leave the building immediately.

- Cheering, clapping, shouting, interruptions, and/or other disturbances are counterproductive and not permitted.
- ❖ **Appeal Process:** If District Staff is unable to satisfy any Customer Complaint, said Customer may request an appeal. Such request must be made in writing to the attention of the Customer Grievance Committee.
 - Customer Grievance Committee meetings are scheduled on a case-by-case basis, primarily on the first Wednesday of each month. The Customer will be notified *in writing* of the meeting date.
 - Failure by the Customer to appear at the appointed time will result in immediate denial of the request and all outstanding charges will become due and payable immediately.
 - Any decision made by the Customer Grievance Committee is final.