

CHESTERSM
METROPOLITAN DISTRICT



**GENERAL TERMS
AND CONDITIONS**

for

**Chester Metropolitan
District**

*155 Wylie Street
Chester, SC 29706*

Adopted October 12, 2018

Revised July 1, 2023

TABLE OF CONTENTS

1. PREFACE	2
2. OFFICE HOURS & LOCATION	2
3. NOTES.....	2
4. TERMS OF SERVICE	4
5. APPLICATION FOR SERVICE.....	5
6. SERVICE DEPOSITS.....	6
7. BILLING.....	7
8. PAYMENTS	9
9. ADJUSTMENTS.....	11
10. PUBLIC COMMENT & APPEAL	12

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.chestermetrosc.com.

2. OFFICE HOURS & LOCATION

- ❖ **Office Location:** Our office is located at 155 Wylie Street, Chester, SC 29706. Office hours are 8:30 AM to 5:00 PM, Monday through Friday. Our office closes daily for lunch from 12:30 PM – 1:30 PM.
- ❖ **Bill Payment:** Bill payment services are available at our main office at 155 Wylie Street in Chester, online twenty-four hours a day through our website at www.chestermetrosc.com, or by telephone at (833) 209-4044. Customers may place check or money order 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.chestermetrosc.com.

3. NOTES

Chester Metropolitan District cannot offer or provide free water connections or free water service to any person, organization, or government entity, per state statute.

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 a water service interruption, if it is due to any cause beyond the reasonable control of the District.

- ❖ **Unauthorized Water Usage:** If water usage registers on an inactive meter or a

meter that has been disconnected for nonpayment, the active account holder (or property owner if meter is inactive) will be responsible for all damages to water metering equipment and all water which passes through the meter, and may be subject to a \$500 Unauthorized Water Use fee. Service will not be restored until all fees and charges are paid in full.

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 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.

- ❖ **Inactive Meter Damages:** Property owners and landlords who unlawfully enter inactive meter boxes and turn on the water will be charged for any damage to the water equipment and will be responsible for water used. All charges must be paid in full before water service will be re-established at the address.

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.

- **GEAR Debt Collecting:**
Governmental Enterprise Accounts Receivable Collections (GEAR): The District has the right pursuant to the South Carolina collection program, authorized by S.C. Code Â§12-4-580 (enacted in 1996), that allows the Department of Revenue (SCDOR) to use setoff debt and additional collection tools, such as payment plans, wage garnishments and bank levies to collect bad debts for public entities for any sum owed by the customer.

- ❖ **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, to tow vehicles at the owner's expense which are parked in such a manner that a meter reading cannot be obtained.**

- ❖ **Metering Equipment Damage:** If the metering equipment has been removed or damaged, the District shall collect the cost of repairing and/or replacing such equipment from either the account holder or landlord if the property is vacant.

- ❖ **Meter Relocation:** If a property owner wants to relocate a water meter to another location on their property, they will be responsible for all the costs related to the relocation.

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. *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.*
 - **Business Applicants:** For business applications, a Federal Employer ID Number and a W-9 form are required in place of a Social Security Number and personal ID.

Requests for new service and service transfer are accepted by phone, in-person at our office and online at www.chestermetrosc.com.

- ❖ **New Service:** Any location which a water and/or sewer meter does not 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 can 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.
- ❖ **Service Application for Rental Housing:** A landlord may apply for permanent service to one of his or her rental units on behalf of a tenant. The landlord 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 as well as all monthly water charges. Renters who wish to establish water service must present a valid rental or lease agreement to the District when applying for water services.
- ❖ **Discontinuance of Service:** When a Customer desires to terminate service, the Customer whose name is on the bill must make the request in person, by phone or by email/online. Proper identification and forwarding address are 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.

- ❖ **Property Owners and Tenants:** All charges, fees, and penalties owed by the property owner must be paid in full before a tenant can establish service.

6. SERVICE DEPOSITS

- ❖ **Deposit:** A Deposit maybe required and must be paid **in** full at the time of application.

Deposits are determined by the Online Utility Exchange to assess credit risk at the point of application and charge deposits only to those potential customers and existing customers who pose credit risk.

CMD reserves the right to hold a deposit for as long as water service is active. Deposit shall not accrue interest, and any interest earned on deposit funds shall be retained and used solely for the benefit of CMD. However, CMD may refund deposit funds to the customer or as a credit to the customer's account if all the following conditions are met: (1) the service account has been and remains current, with no instances of more than two late-payment penalties within the last 12 months; (2) to the best knowledge of CMD, the customer named on the account has never interfered with, tampered with, or diverted service/ equipment; (3) a non-payment fee has been assessed no more than one time within the most recent 24 months; and (4) no payments have been returned for insufficient funds or other indicia of repayment liability within the most recent 24 months.

- ❖ **Residential Service Applicants**

1. Applicants indicated as **GREEN LIGHT** will not be charged a water deposit.
2. Applicants indicated as **YELLOW LIGHT** will be charged a deposit based upon the deposit schedule adopted by the Chester Metropolitan District Commission, as the governing body of CMD (the "Commission") and then in effect.
3. Applicants indicated as **RED LIGHT** will be charged a deposit based on the deposit schedule adopted by the Commission and then in effect.
4. CMD will not require that a residential applicant provide their social security number as a prerequisite for service. However, any applicant that refuses to provide their social security number or in the event that a credit analysis cannot be initiated by ONLINE Utility Exchange, such applicant will be deemed by the Commission to pose the highest possible credit risk and shall be charged a deposit based on the deposit schedule adopted by the Commission and then in effect.
5. A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of 18, belonging to a person other than the applicant, or is fraudulent, as determined in the discretion of CMD staff, shall, consistent with Section B(4) above, be considered to "refuse" credit checking and will be subject to the maximum applicable deposit.

❖ **Commercial Applicants**

Business applicants shall pay a deposit equal to their respective Estimated Usage or the Actual Usage multiplied by an escalation factor of: 1x for business customers who pose low risk and display an IntelliScore of <<80 to 100>>; 2x for business applicants who pose a medium credit risk and display an IntelliScore score of <<70 to 79>>; and 3x for business applicants who pose a moderate credit risk and display an IntelliScore score of <<69 or lower>>.

❖ **Factors for Maximum Deposit**

1. **Opting for Maximum Deposit**

At the discretion of the applicant, CMD will permit a new-service residential applicant to opt to pay a maximum deposit in lieu of having an ONLINE Utility Exchange report pulled.

2. **Bankruptcies**

CMD believes that the fact that the applicant has declared bankruptcy indicates substantial credit risk and shall result in a maximum deposit being assessed against the individual who has a bankruptcy returned as part of their credit record.

3. **Exchange Matches**

Any applicant who has a credit result returned by ONLINE Utility Exchange which indicates that they have an unpaid utility bill (including a bill from CMD) shall be considered a significant credit risk and will require a maximum deposit.

If a credit check is not successfully completed for any reason or the credit check returns as “unscorable,” the applicant will be subject to a maximum deposit.

4. **Other**

A maximum deposit may otherwise be required where indicated elsewhere in this policy. Sewer deposits for Chester County Wastewater Recovery and/or Town of Fort Lawn are required.

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.***

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 the reliability of mail delivery once the bills have been delivered to the post office.

Customers are billed only for actual water used. Water meters register in single-gallon and/or 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. Customers can visit our website at www.chestermetrosc.com to register their account online, to view bill, due dates, and sign up to receive alerts and late payment notices.

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. The deposit will be applied to the bill, and any other charges will be billed to the customer after disconnection.
- ❖ **Customer Overcharge:** If the District has overcharged a Customer as the result of a misapplied schedule, error in meter reading, skipped meter reading, or any other human or machine error, the District shall reimburse the excess amount paid by the Customer in the form of a credit on the next billing cycle.
- ❖ **Customer Undercharge:** If the District has undercharged a customer as the result of a misapplied schedule, error in meter reading, skipped meter reading, or any other human or machine error, the District reserves the right to recover the deficient amount for a period of up to twelve (12) months. The Customer will be given the opportunity to pay the deficient amount in the form of equal installments in addition to regular monthly bills, over the same number of billing periods included in the undercharge event.

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

- ❖ Any customer who has been disconnected for non-payment and delays bringing the account to a current status within 30 days (or a complete billing period) will automatically have their water account closed and all account deposits will be applied toward the final bill balance. Remaining charges, if not paid within 6 months will be forwarded to the SC Dept. of Revenue’s GEAR Program for debt collection.

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, online and via phone. 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.
- ❖ **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 be 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. See www.chestermetrosc.com for current rates and fees.

- ❖ **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, 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, postal money order or credit/debit card.

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 a receipt for parts used). Upon proof of repair an adjustment will be calculated based on a six-month history of the account.
 - Any Customer who experiences a leak in the first six (6) months of service and provides proper repair documentation will receive an adjustment based on their previous monthly average usage.
 - A Residential Customer with no usage history or only history resulting from a leak will receive an adjustment based on the District average of 3,000 gallons. Commercial and Industrial adjustments of this type will be based on meter size average.
 - **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 may request a waiver of one (1) Non-Payment Fee within a 12-month period. Customers may request to have their account reviewed for eligibility by contacting the CMD office. The waiver will be given only if :

- The customer has not been disconnected for non-payment and,
- The customer has not been given a Non-Payment Fee waiver in the past 12 months and,
- The customer has not had a payment returned for insufficient funds in the past 12 months

The waiver will be applied as a credit to the customer’s account.

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.
- Any account disconnected for nonpayment and left inactive for two (2) or

more bill cycles will be considered as a customer disconnect. The account will be closed, and the service deposit will be applied to the balance due. Any customer that wishes to reconnect service will be required to apply again and will be subject to a new deposit.

Swimming Pool Adjustment (Sewer Only):

- One swimming pool adjustment per year
- Must provide proof of how many gallons the pool holds from manufacturer.
- When a pool is being filled from empty, the total capacity will determine the adjustment.
- When a pool is partially filled the adjustment will be based on six (6) month average and will only be a partial adjustment.

10. 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 always required to remain professional and courteous. 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 counter productive and not permitted.

❖ **Appeal Process:** If District Staff is unable to satisfy any Customer Complaint, the 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, and approved by the Commission, is final.

End of Document