



Newberry County Water & Sewer Authority Operating Policies and Regulations

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DEFINED TERMS

- 1) "Application" means an application for Water Service or Sewer Service, or both, from NCWSA.
- 2) "Board of Directors" means the Board of Directors of NCWSA, the governing body of NCWSA.
- 3) "Courtesy Valve" means the valve installed and maintained by NCWSA for use by the Customer to turn water to the site off and on, typically installed outside of the meter box on the Customer's side of the meter.
- 4) "Customer" means any customer of NCWSA.
- 5) "Organized Development" means any parcel of land divided into individual parcels for sale.
- 6) "Manager" means the manager of NCWSA.
- 7) "NCWSA" means the Newberry County Water and Sewer Authority.
- 8) "Policies" means these Operating Policies and Regulations.
- 9) "Service" means the provision or receipt of Water Service, Sewer Service, or both.
- 10) "Service Line" means the piping extending from the System tap to the meter box or the sewer stub out or from the tap to the point of delivery.
- 11) "Sewer Application" means an application for Sewer Service from NCWSA, as the form of such may be amended by NCWSA from time to time.
- 12) "Sewer Service" means the provision of sewer collection service from NCWSA.
- 13) "Sewer System" means the sewer collection and treatment system of NCWSA.
- 14) "System" means the combined Water System and Sewer System.
- 15) "Water Application" means an application for Water Service from NCWSA, as the form of such may be amended by NCWSA from time to time.
- 16) "Water Service" means the provision or receipt of potable water from NCWSA.
- 17) "Water System" means the system for the treatment and distribution of potable water of NCWSA.

SERVICE IN GENERAL

Applicability

- 1) These Policies govern the provision of Water Service and Sewer Service to the Customers of the System operated by NCWSA.
- 2) These Policies, as they may be amended from time to time, apply to all Customers of the System. They are incorporated by reference in each application for Service and govern Service to all Customers of the System under all rates and classes of service (whether or not such Service is authorized), except as expressly and directly modified by the particular rate schedule or contract under which Service is granted. These Policies shall be kept on file in the NCWSA business office and shall be available on the NCWSA website for review.
- 3) These Policies may be amended at any time by resolution of the Board of Directors.
- 4) References herein to NCWSA's Rate Schedule or any other policy, regulation, standard, ordinance, or resolution of NCWSA shall include any amendments thereto that may be made from time to time.
- 5) Taking or receiving Service from the System (whether or not such Service is authorized) will constitute conclusive evidence that the Customer has accepted and intends to be bound by these Policies as they may be amended from time to time.

- 6) The Customer in whose name an account for Service is held, or the individual who is in control of a property receiving unauthorized service (whether by ownership, lease, or otherwise) will conclusively be held accountable for violations of these Policies and will be subject to any remedy authorized hereby.
- 7) No representative of NCWSA has authority to waive any provision of these Policies or to bind NCWSA by any promise or representation contrary thereto.

Rights of Way

In requesting or accepting Service, the Customer grants NCWSA, 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 clearing are required or necessary to enable NCWSA to supply Service to the Customer or to operate, repair, maintain or replace facilities providing Service to the Customer. The Customer also grants NCWSA all rights-of-way required to continue or extend NCWSA's facilities on, across, or under the Customer's property to serve other Customers from those facilities.

Applications Generally

- 1) No Service will be installed or continued until a Customer has executed a Water Application or a Sewer Application for Service in a form to be provided by NCWSA.
- 2) All Applications must be signed by the Customer or its representative who in all cases must be more than eighteen (18) years of age and otherwise legally capable of entering a mutually binding contract.
- 3) All applicants for Service must supply two forms of identification including one picture identification and proof of ownership, residency, or legal control, as applicable, at the location in question.
- 4) NCWSA will not furnish its Services to any applicant who, at the time an application is submitted, is indebted to NCWSA for Service previously furnished to such applicant or applicant's business.
- 5) NCWSA will not furnish its services to any applicant where, at the time an application is submitted, any member of the applicant's household is indebted to NCWSA for Service previously furnished to such member or member's business.
- 6) NCWSA will not furnish its Service to any location where, at the time an Application is submitted, the owner of the property in question is indebted to NCWSA for Services previously furnished to the property owner, whether at the location where Service is requested or any other location.
- 7) Customers having more than one residence or place of business, or who desire more than one type of available Service at any one physical location, must make a separate application for each location or type of Service.
- 8) A Customer who wishes to cease taking service at any location must notify NCWSA of that fact in writing. No contracts or agreements or Service rights may be transferred from or between Customers without the consent of NCWSA.
- 9) In the event any departing Customer fails to notify NCWSA of the change in ownership or occupancy of the premises, such Customer shall continue to be liable to NCWSA for all rates and charges, accrued and accruing for such Service until notice is given by that Customer in writing to NCWSA and NCWSA has terminated service or transferred service to another Customer.

Repairs and Maintenance

- 1) NCWSA shall repair and maintain any and all portions of the System, including meters, meter boxes, taps, Courtesy Valves, lines, valves, and other appurtenances of the System. Customers shall not conduct any repairs on any portions of the System, including the Customer's meter, meter box, and Courtesy Valve.

WATER SERVICES

Application for Water Service

- 1) Each Customer desiring Water Service shall be required to sign a Water Application and any supplemental contract required by NCWSA before Water Service is provided.
- 2) A non-refundable service fee of \$75.00 shall be charged for establishing a new account for Water Service.
- 3) A \$75.00 refundable deposit will be charged for dwellings occupied by renters in addition to the non-refundable \$75.00 service fee. The refundable deposit shall only be refunded at such time as the renter has fully paid and satisfied all charges and other amounts due to NCWSA in connection with such service. In the event a renter does not pay any bill due NCWSA, the refundable \$75.00 deposit will be applied to offset the balance due.

Installation of Water Service

- 1) The Customer will be responsible for obtaining any easements necessary for service installation.
- 2) NCWSA will install the main line tap, the Service Line from tap to meter, the meter box and meter, Courtesy Valve, and backflow device at the site.

Application for Water Service Requiring a Main Line Extension

- 1) Applications for service involving a main line extension will be handled on a case-by-case basis, and NCWSA may, in its sole discretion, require that the applicant for Water Service pay the full cost, or any portion thereof, of any required main line extension.
- 2) All applications are subject to NCWSA's Requirements for Water/Sewer Line Extensions.

Water Tap Fees

- 1) All users are subject to NCWSA's Tap Fee Policy.
- 2) In the case of a residential tap fee, after paying the installation portion of the tap fee, the Customer may request a twelve (12) month payment option for the remaining balance.
- 3) If the Customer fails to submit the monthly tap fee payment, service will be terminated on the same basis and in the same manner as service may be terminated for the failure of the Customer to pay other charges when due.

Organized Developments

- 1) In the case of an Organized Development, the applicant shall bear all costs of providing on-site and off-site Water Service.
- 2) Any such installation shall meet all requirements of the present and future needs of the System as a whole and must specifically address the future impact on available Water System capacity.

- 3) Before receiving Service, the applicant shall generate and execute all necessary right-of-way easements for NCWSA, giving permission not only to construct distribution lines, but also to extend lines to others desiring Service.
- 4) NCWSA shall cooperate with the applicant in locating the line where it will create the least interference to the property owner, taking into consideration the economics of construction.
- 5) The applicant's proposal must adhere to NCWSA's Requirements for Water/Sewer Line Extensions. NCWSA staff shall evaluate each proposal and make a recommendation to the Board.

Residential Service

- 1) A Customer may not serve more than one (1) single-family residential dwelling through one (1) water meter unless a permitted master meter agreement is obtained.

Residential Multi-Dwellings

- 1) Residential Multi-Dwellings means apartments, town houses, and condominiums and the like.
- 2) Residential Multi-Dwellings must be served through one (1) meter of sufficient size and capacity as determined by NCWSA.
- 3) Tap fees will be billed in accordance with NCWSA's Tap Fee Policy.
- 4) The owner of the Residential Multi-Dwelling will be required to provide NCWSA with all information listed in the Residential Multi-Dwelling – Water & Sewer Service Requirements.

Point of Delivery - Water

- 1) The point of delivery is the meter located on the Customer's premises near the Customer's property line or easement line near the road right-of-way.
- 2) NCWSA shall install a Courtesy Valve outside the meter box. This valve can be used by the Customer to turn the water on or off. The curb stop inside the meter box may not be used for this purpose.
- 3) All plumbing and equipment beyond the Courtesy Valve shall be installed and maintained by the Customer.
- 4) All meters, service connections and other equipment shall remain the property of NCWSA.
- 5) Customers shall provide a space for, and exercise proper care to protect the property of NCWSA.
- 6) In the event the meter or other equipment is lost or damaged, whether intentionally or by accident, NCWSA shall conduct any required repairs and the Customer will be charged for the repair or replacement required.

Cross Connection Control

- 1) All water users are subject to NCWSA's Cross Connection Control Ordinance.
- 2) All Water Service connections shall have the appropriate backflow prevention device.

Right of Access

- 1) NCWSA employees or authorized agents shall have access at all times for the purposes of reading meters, testing, repairing, removing, or exchanging any or all equipment related to the Water System including those parts located on the Customer's property.

Mobile Home Parks

- 1) A "Mobile Home Park" is a parcel of land containing five (5) or more mobile/manufactured home sites which are available for rent or lease.

- 2) Mobile Home Parks must be served through one (1) meter of sufficient size and capacity as determined by NCWSA.
- 3) The owner of the Mobile Home Park will be required to provide NCWSA with all information listed in the Mobile Home Parks–Water & Sewer Service Requirements.
- 4) The Mobile Home Park Owner shall be liable for all fees and charges for Water Service when due.
- 5) Tap fees for Mobile Home Parks will be billed in accordance with NCWSA’s Tap Fee Policy.
- 6) Service for Mobile Home Parks will be billed at the commercial rate in accordance with NCWSA’s Rate Schedule.

Individual Commercial Customers

- 1) Individual commercial Customers occupying more than one (1) building on the same piece of property may be served through one (1) meter of sufficient size and capacity as determined by NCWSA.
- 2) Tap fees shall be billed in accordance with NCWSA’s Tap Fee Policy.

Multi-Occupant Commercial Establishments

- 1) A “Multi-Occupant Commercial Establishment” means small stores, offices, and professional services or the like located in a single building.
- 2) Multi-Occupant Commercial Establishments shall have individual water meters for each unit.
- 3) The owner of the Multi-Occupant Commercial Establishment will be required to provide NCWSA with all information listed in the Multi-Occupant Commercial Establishment Requirements.
- 4) The occupant of each unit of the Multi-Occupant Commercial Establishment must establish a Customer account with NCWSA and shall be liable for all fees and charges for Water Service when due.
- 5) Tap fees for Multi-Occupant Commercial Establishments shall be billed in accordance with NCWSA’s Tap Fee Policy.

SEWER SERVICES

Sewer Use Ordinance

- 1) All users of the Sewer System shall comply with NCWSA’s Sewer Use Ordinance.

Application for Sewer Service

- 1) Each Customer desiring Sewer Service shall be required to sign a Sewer Application and any supplemental contract required by NCWSA before Sewer Service is provided.
- 2) All Customers receiving Sewer Service must also utilize NCWSA Water Service unless a waiver is granted by the Manager of NCWSA.

Installation of Sewer Service

- 1) The Customer will be responsible for obtaining any easements necessary for service installation.
- 2) NCWSA will install the main line tap, Service Line and stub-out at the site.

Application for Sewer Service Requiring a Main Line Extension

- 1) Applications for Sewer Service involving a main line extension will be handled on a case-by-case basis, and NCWSA may, in its sole discretion, require that the applicant for Sewer Service pay the full cost, or any portion thereof, of any required main line extension.
- 2) All applications are subject to NCWSA's Requirements for Water / Sewer Line Extensions.

Sewer Tap Fees

- 1) All users of the Sewer System are subject to NCWSA's Tap Fee Policy.
- 2) In the case of a residential tap fee, after paying the installation portion of the tap fee, the Customer may request a twelve (12) month payment plan for the remaining balance.
- 3) If the Customer fails to submit the monthly tap fee payment, service will be terminated on the same basis and in the same manner as service may be terminated for the failure of the Customer to pay other charges when due.

Unit Contributory Loadings

- 1) Flow projections for Customers receiving Sewer Service will be based upon the type of facility to be served as stated in the SCDHEC Standards for Wastewater Construction: R61-67 Appendix A.
- 2) One (1) Residential Equivalency Unit (REU) is defined as 150 Gallons per Day.

Organized Developments

- 1) In the case of an Organized Development, the applicant shall bear all costs of providing on-site and off-site Sewer Service.
- 2) Any such installation shall meet all requirements of the present and future needs of the System as a whole and must specifically address the future impact on available Sewer System and wastewater treatment plant capacity.
- 3) Before receiving Service, the applicant shall execute all necessary right-of-way easements for NCWSA, giving permission not only to construct collection lines, but also to extend lines to others desiring Service.
- 4) NCWSA shall cooperate with the applicant in locating the line where it will create the least interference to the property owner, taking into consideration the economics of construction. The applicant's proposal must adhere to NCWSA's Requirements for Water/Sewer Line Extensions. NCWSA staff shall evaluate each proposal and make a recommendation to the Board.

Residential Service

- 1) A Customer may not serve more than one (1) single-family residential dwelling through one (1) Sewer Service Line.

Residential Multi-Dwellings

- 1) Residential Multi-Dwellings must be served through one (1) Sewer Service connection of sufficient size and capacity as determined by NCWSA.
- 2) Tap fees will be billed in accordance with NCWSA's Tap Fee Policy.
- 3) The owner of the Residential Multi-Dwelling will be required to provide NCWSA with all information listed in the Residential Multi-Dwelling – Water & Sewer Service Requirements.

Gravity Service Connection – Point of Delivery

- 1) The point of delivery for a gravity sewer connection is the service stub-out where the Sewer Service Line meets the Customer's property line or easement line near the road right-of-way.

Gravity Service Connection – Installation & Maintenance

- 1) All plumbing located beyond the point of delivery shall be installed and maintained by the Customer.

Individual Pump Station Service Connection – Point of Delivery

- 1) The point of delivery for an individual grinder pump station service connection is the pump chamber.
- 2) The point of delivery for an individual effluent pump station service connection is the solids tank.

Individual Pump Station Service Connection – Installation & Maintenance

- 1) The Customer shall install all piping, tanks, pumps and related equipment located beyond the service stub-out.
- 2) In accordance with SCDHEC regulations, NCWSA accepts responsibility for the maintenance of individual pump station service connections and shall facilitate the maintenance of such.
- 3) The cost of maintaining the piping, tanks, pumps and related equipment shall be paid by the Customer. Failure to pay for services rendered shall result in termination of Water and Sewer Service.

Right of Access

- 1) An NCWSA employee or authorized agent shall have access at all times to inspect and/or repair any part of the Sewer System including those parts located on the Customer's property.

Mobile Home Parks

- 1) Mobile Home Parks must be served through one (1) Sewer Service connection of sufficient size and capacity as determined by NCWSA.
- 2) The owner of the Mobile Home Park will be required to provide NCWSA with all information listed in the Mobile Home Parks–Water & Sewer Service Requirements.
- 3) Tap fees will be billed in accordance with NCWSA's Tap Fee Policy.
- 4) Service for Mobile Home Parks will be billed at the commercial rate in accordance with NCWSA's Rate Schedule.

Individual Commercial Customers

- 1) Individual commercial Customers occupying more than one (1) building on the same piece of property may be served through one (1) Sewer Service connection of sufficient size and capacity as determined by NCWSA.
- 2) Tap fees shall be billed in accordance with NCWSA's Tap Fee Policy.

Multi-Occupant Commercial Establishments

- 1) Multi-Occupant Commercial Establishments shall be served through one (1) Sewer Service connection of sufficient size and capacity as determined by NCWSA.
- 2) Tap fees shall be billed in accordance with NCWSA's Tap Fee Policy.

Fats, Oils and Grease (FOG)

- 1) All Sewer Customers are subject to NCWSA's Fats, Oil and Grease ("FOG") Control Ordinance.
- 2) Users deemed likely to discharge excessive FOG may, in the sole discretion of NCWSA, be required to install a grease or sand interceptor.

Pretreatment

- 1) All users of the Sewer System are subject to NCWSA's Pretreatment Ordinance.
- 2) Users with specified discharges may be required to obtain an individual discharge permit.

Requirements for Utilizing a Wastewater Meter for Billing Sewer Service

- 1) To apply for approval to use a wastewater meter for billing sewer service, the Customer shall:
 - a) Be engaged in a large-scale manufacturing/industrial process
 - b) Purchase all water used from NCWSA
 - c) Demonstrate that a significant portion of the water purchased does not enter the NCWSA sewer system
 - d) Complete a wastewater pretreatment questionnaire
- 2) Once approval is granted, the Customer shall:
 - a) Submit specifications for the meter and installation plans to NCWSA for review
 - b) Execute a wastewater metering agreement
 - c) Purchase and install the meter
 - d) Submit quarterly calibration reports
 - e) Repair or replace the meter as required to maintain accuracy

In the event the meter fails to provide accurate and reliable readings, the Customer will be billed sewer based on water meter readings until the meter is repaired and accuracy is restored to the satisfaction of NCWSA.

REQUIREMENTS FOR WATER AND SEWER LINE EXTENSIONS

- 1) The applicant must prepare a written proposal, which includes the following: location map, size of the proposed project, and the anticipated water and sewer needs.
- 2) The applicant's engineer must determine if NCWSA's existing Water and/or Sewer System can accommodate the proposed project. NCWSA will furnish the applicant's engineer with necessary flow tests or sewer pump capacities for \$100.00.
- 3) NCWSA staff will review the written proposal and design calculations. If needed, modifications to the initial design will be requested. If our staff approves Steps 1 & 2, the applicant's engineer must submit a complete set of plans and specifications for the proposed project. The plans and specifications must meet or exceed NCWSA standard specifications.
- 4) NCWSA staff will review the complete set of plans and specifications and provide comments/concerns to the applicant's engineer. If NCWSA staff approves the plans and

specifications, NCWSA will issue an initial ownership, operation, and maintenance letter to accompany the engineer's SCDHEC Construction Permit application.

- 5) The applicant will be responsible for securing all necessary easements and/or rights of way for the proposed project. The easements must be recorded in the name of NCWSA at the Office of the Newberry County Clerk of Court. The applicant will also be responsible for obtaining all SCDOT Encroachment Permits, Newberry County Encroachment Permits, and SCDHEC Stormwater Permits (if needed).
- 6) Upon issuance of the SCDHEC Construction Permits, SCDHEC Stormwater Permits, SCDOT Encroachment Permits, and completion of easement acquisition, the applicant's contractor may begin construction of the proposed project. The contractor will install all water taps, meter boxes, sewer taps and sewer stub-out in accordance with NCWSA requirements.
- 7) The applicant's contractor will be subject to routine construction inspection by NCWSA staff. A member of NCWSA staff must witness all pressure tests and infiltration/exfiltration tests. Also, NCWSA will conduct a final construction inspection upon completion of the new Water/Sewer System extension.
- 8) After completion of the proposed project, the applicant's engineer must provide NCWSA a certification letter, two (2) sets of as-built drawings, pressure tests results, infiltration/exfiltration tests results, and bacteriological sample results.
- 9) The new Water/Sewer System facilities must be deeded to NCWSA. This deed must be recorded at the Office of the Newberry County Clerk of Court.
- 10) For a parcel on which the applicant has installed the water or sewer connection, the installation portion of the tap fee will not be collected. The remainder of the tap fee will be due when the owner/builder activates the new service.
- 11) Upon receipt of items listed in Steps 8, 9, & 10, NCWSA will issue a final ownership, operation, and maintenance letter for the Water/Sewer System. This letter will accompany the engineer's submittal for a SCDHEC Permit to Operate.
- 12) Upon receipt of the SCDHEC Permits to Operate, the applicant may request new water/sewer taps onto the newly constructed distribution system. All applicable tap fees must accompany the applicant's request for Service.
- 13) Upon receipt of water and sewer tap fees, NCWSA will install the water meter. The Customer will be responsible for all individual water/sewer Service Lines. NCWSA staff must inspect every Sewer Service connection before the Service Line is placed into operation.

Note: These guidelines do not relieve the Customer and/or applicant from obtaining other required state and local permits.

MOBILE HOME PARK REQUIREMENTS

- 1) The Mobile Home Park owner must prepare a written proposal, which includes the following: location map, number of units requiring service now or in the future, and the anticipated Water and Sewer Service needs.
- 2) The owner's engineer must determine if NCWSA's existing Water and/or Sewer System can accommodate the proposed Mobile Home Park. NCWSA will furnish the owner's engineer with necessary flow tests and/or sewer pump capacities for a fee of \$100.00.

- 3) NCWSA staff will review the written master-meter proposal and design calculations. If needed, modifications to the initial design will be requested. If our staff approves Steps 1 & 2, the owner's engineer must submit a complete set of plans and specifications for the proposed project. The plans and specifications must meet or exceed NCWSA standard specifications.
- 4) NCWSA staff will review the complete set of plans and specifications and provide comments/concerns to the owner's engineer. If our staff approves the plans and specifications, NCWSA will issue an initial ownership, operation, and maintenance letter (for the off-site water/sewer lines) to accompany the engineer's SCDHEC Construction Permit application.
- 5) The owner will be responsible for securing all necessary easements and/or rights of way for the proposed project. The easements (for the off-site water/sewer lines and meter pit) must be recorded in the name of NCWSA at the Office of the Newberry County Clerk of Court. The owner will also be responsible for obtaining all SCDOT Encroachment Permits, Newberry County Encroachment Permits, and SCDHEC Stormwater Permits (if needed).
- 6) Upon issuance of the SCDHEC Construction Permits, SCDHEC Stormwater Permits, SCDOT Encroachment Permits, and completion of easement acquisition, the owner's contractor may begin construction of the proposed project.
- 7) The owner's contractor will be subject to routine construction inspection by NCWSA staff. A member of NCWSA staff must witness all pressure tests and infiltration/exfiltration tests. Also, NCWSA will conduct a final construction inspection upon completion of the new Water/Sewer System extension.
- 8) After completion of the proposed project, the owner's engineer must provide NCWSA a certification letter, two (2) sets of as-built drawings, pressure tests results, infiltration/exfiltration tests results, and bacteriological sample results (for the off-site portion).
- 9) The new off-site Water/Sewer System and master-meter pit must be deeded to NCWSA. This deed must be recorded at the Office of the Newberry County Clerk of Court.
- 10) For a master metered park, the installation portion of each individual unit tap fee will not be collected. The developer will pay for the installation of the master meter. The developer will pay the remainder of the tap fee for each REU prior to service being connected. This applies to both Water and Sewer Service taps.
- 11) Upon receipt of items listed in Steps 8, 9, & 10, NCWSA will issue a final ownership operation, and maintenance letter for the off-site Water/Sewer System and master-meter pit. This letter will accompany the engineer's submittal for a SCDHEC Permit to Operate.
- 12) Upon receipt of the SCDHEC Permits to Operate, the owner may request connection to the newly constructed off-site Water/Sewer System. All applicable tap fees must accompany the owner's request for Service.
- 13) Upon receipt of all water tap fees, NCWSA staff will inspect the master meter connection. A satisfactory inspection is required prior to placing the system into operation. The Mobile Home Park owner will be responsible for all on-site water line construction.
- 14) A sewer tap fee must be paid prior to connection to NCWSA collection system. The owner will be responsible for installation of the on-site sewer lines and connection to the previously installed off-site collection system. However, NCWSA staff must inspect the sewer connection (at the owner's property line) before the Sewer System is placed into operation.

Note: These guidelines do not relieve the Mobile Home Park owner from obtaining other required state and local permits.

RESIDENTIAL MULTI-DWELLING REQUIREMENTS

- 1) The Residential Multi-Dwelling owner must prepare a written proposal, which includes the following: location map, number of units requiring service now or in the future, and the anticipated water and sewer needs.
- 2) The owner's engineer must determine if NCWSA's existing Water and/or Sewer System can accommodate the proposed Residential Multi-Dwelling complex. NCWSA will furnish the owner's engineer with necessary flow tests and/or sewer pump capacities for a fee of \$100.00.
- 3) NCWSA staff will review the written proposal and design calculations. If needed, modifications to the initial design will be requested. If NCWSA staff approves Steps 1 & 2, the owner's engineer must submit a complete set of plans and specifications for the proposed project. The plans and specifications must meet or exceed NCWSA standard specifications.
- 4) NCWSA staff will review the complete set of plans and specifications and provide comments/concerns to the owner's engineer. If NCWSA staff approves the plans and specifications, NCWSA will issue an initial ownership, operation, and maintenance letter to accompany the engineer's SCDHEC Construction Permit application.
- 5) The owner will be responsible for obtaining easements and/or rights of way for the proposed project. The easements must be recorded in the name of NCWSA at the Office of the Newberry County Clerk of Court. The owner will also be responsible for obtaining SCDOT Encroachment Permits, Newberry County Encroachment Permits, and SCDHEC Stormwater Permits.
- 6) Upon issuance of the SCDHEC Construction Permits, SCDHEC Stormwater Permits, SCDOT Encroachment Permits, and completion of easement acquisition, the owner's contractor may begin construction of the proposed project.
- 7) The owner's contractor will be subject to routine construction inspection by NCWSA staff. A member of the NCWSA staff must witness all pressure tests and infiltration/exfiltration tests. ANCWSA will conduct a final construction inspection upon completion.
- 8) After completion of the proposed project, the owner's engineer must provide NCWSA a certification letter, two (2) sets of as-built drawings, pressure tests results, infiltration/exfiltration tests results, and bacteriological sample results.
- 9) The new off-site Water/Sewer System facilities must be deeded to NCWSA. This deed must be recorded at the Office of the Newberry County Clerk of Court.
- 10) Upon receipt of items listed in Steps 8, 9, & 10, NCWSA will issue a final ownership, operation, and maintenance letter for the Water and/or Sewer System. This letter will accompany the engineer's submittal for a SCDHEC Permit to Operate.
- 11) Upon receipt of the SCDHEC Permits to Operate, the owner may request connection to the newly constructed Water/Sewer System. All applicable tap fees must accompany the owner's request.
- 12) Upon receipt of all tap fees, NCWSA staff will install the water meter. The owner will be responsible for all individual Service Lines.
- 13) A sewer tap fee must be paid prior to connection to the NCWSA collection system. The owner will be responsible for installation of the individual Sewer Service Lines and connecting their service to the previously installed sewer stub-out (tap). However, NCWSA staff must inspect every Sewer Service connection before each Service Line is placed into operation.

Note: These guidelines do not relieve the residential multi-dwelling owner from obtaining other required state and local permits.

MULTI-OCCUPANT COMMERCIAL ESTABLISHMENT REQUIREMENTS

- 1) The Multi-Occupant Commercial Establishment (small stores, offices, and professional services or the like located in a single building) owner must prepare a written proposal, which includes the following: location map, number of units requiring service now or in the future.
- 2) The owner's engineer must determine if NCWSA's existing Water and/or Sewer System can accommodate the proposed commercial units. NCWSA will furnish the owner's engineer with necessary flow tests and/or sewer pump capacities for a fee of \$100.00.
- 3) NCWSA staff will review the written proposal and design calculations. If needed, modifications to the initial design will be requested. If NCWSA staff approves Steps 1 & 2, the owner's engineer must submit a complete set of plans and specifications for the proposed project. The plans and specifications must meet or exceed NCWSA standard specifications.
- 4) NCWSA staff will review the complete set of plans and specifications and provide comments/concerns to the owner's engineer. If NCWSA staff approves the plans and specifications, NCWSA will issue an initial ownership, operation, and maintenance letter to accompany the engineer's SCDHEC Construction Permit application.
- 5) The owner will be responsible for obtaining easements and/or rights of way for the proposed project. The easements must be recorded in the name of NCWSA at the Newberry County Court House. The owner will also be responsible for obtaining all SCDOT Encroachment Permits, Newberry County Encroachment Permits, and SCDHEC Storm Water Permits (if needed).
- 6) Upon issuance of the SCDHEC Construction Permits, SCDHEC Stormwater Permits, SCDOT Encroachment Permits, and completion of easement acquisition, the owner's contractor may begin construction of the proposed project.
- 7) The owner's contractor will be subject to routine construction inspections by NCWSA staff. A member of the NCWSA staff must witness all pressure tests and infiltration/exfiltration tests. Also, NCWSA will conduct a final construction inspection.
- 8) After completion of the proposed project, the owner's engineer must provide NCWSA a certification letter, two (2) sets of as-built drawings, pressure tests results, infiltration/exfiltration tests results, and bacteriological sample results.
- 9) The new off-site Water/Sewer System must be deeded to NCWSA. This deed must be recorded at the Newberry County Court House.
- 10) Upon receipt of items listed in Steps 8, 9, & 10, NCWSA will issue a final ownership, operation, and maintenance letter for the Water and/or Sewer System. This letter will accompany the engineer's submittal for a SCDHEC Permit to Operate.
- 11) Upon receipt of the SCDHEC Permit to Operate, the owner may request connection to the newly constructed Water/Sewer System. All applicable tap fees must accompany the owner's request.
- 12) Upon receipt of all tap fees, NCWSA staff will install the water meters. The owner will be responsible for all individual Service Lines.
- 13) A sewer tap fee must be paid prior to connection to NCWSA collection system. The owner will be responsible for installation of the individual Sewer Service Lines and connecting their service to the previously installed sewer stub-out (tap). However, NCWSA staff must inspect every Sewer Service connection before each Service Line is placed into operation.

Note: These guidelines do not relieve the Multi-Occupant Commercial Establishment owner from obtaining other required state and local permits.

METER READING, BILLING, CUT-OFF AND RECONNECTION

Meter Reading and Billing

- 1) All meters will be read monthly.
- 2) If a meter reading is missed, an estimate of usage will be utilized for billing purposes. When the next reading is obtained, an adjustment to actual consumption will be made.
- 3) Bills will be mailed to the Customers billing address, as recorded in the NCWSA office, no later than the last day or 15th of each month according to the billing cycle of the account.
- 4) To avoid penalty, payment must be received at the NCWSA office by the due date printed on the bill.
- 5) Failure to receive a bill will not release the Customer from the obligation to pay.

Payment & Penalties

- 1) All payments received after 5:00 pm on the due date printed on the bill will result in a 10% late charge being added to the current total.
- 2) If payment is not received prior to the cutoff date printed on the bill, Service will be terminated for non-payment and a \$75.00 non-payment fee will be added to the overdue bill. The non-payment fee is due regardless of whether NCWSA has actually performed termination at the meter.
- 3) Should the due date or cutoff date for payment of the bill fall on a weekend or holiday, the penalty or termination of Service will occur the next business day following that date.
- 4) If payment of the balance due to restore service is received during normal business hours, service will be restored on the day payment is received.
- 5) The Customer will be notified by mail of a returned check or bank draft (NSF). An NSF fee of \$30.00 will be charged for all NSF transactions. Failure to make payment may result in termination of service.
- 6) By signing an Application, the applicant agrees to pay all costs of collection of the applicant's unpaid bills. NCWSA has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant's State income tax refund. If NCWSA chooses to pursue debts owed by the applicant through the setoff process, including fees charges by the Department of Revenue, the South Carolina Association of Counties, the Municipal Association of South Carolina, and/or NCWSA, the applicant agrees to pay the costs and fees associated with such collection process. If NCWSA chooses to pursue debts in a manner other than setoff, the applicant agrees to pay the costs and fees associated with the selected manner as well.

WATER RATES & FEES

Nothing in this Policy shall be construed or interpreted as a contract to provide Water Service.

Adjustments

- 1) The Board of Directors reserves the right to adjust Rates & Fees at any time as needed.

Customer Classes

- 1) **Residential:** All residential dwellings excluding mobile-home parks and multi-dwellings.
- 2) **Commercial & Industrial:** All commercial, governmental, institutional, not-for-profit and industrial Customers.
- 3) **Large User:** All Customers using an average of 1,000,000 gallons or more per month over the course of the fiscal year (July 1 – June 30).
- 4) **Stand-by Agricultural:** Large agricultural users, whose operations are entirely agricultural in nature

Current Water Rate Schedule

- 1) See Appendix A

Fire Hydrants

- 1) NCWSA must grant approval for all water purchased from fire hydrants. Water purchased from hydrants will be metered and billed at the commercial volumetric rate.

Stand-By Agricultural Rate

- 1) Large agricultural users, whose operations are entirely agricultural in nature, may be granted Stand-By Agricultural Rate Status. The NCWSA Manager must verify that the Customer's operation is purely agricultural in nature.
- 2) The Stand-By Agricultural Rate shall be ½ the base fee for the size meter installed for all months with zero consumption. Any month in which water is used shall be billed at the base fee plus the commercial volumetric rate.

Travel Trailer / RV Parks

- 1) Trailer and RV Parks will be charged according to the commercial rate schedule.

Mobile Home Parks

- 1) Rates for Mobile Home Parks established prior to April 28, 2011 will be based on the Commercial Rate Schedule, plus \$4.77 per SCDHEC approved mobile home site.
- 2) Rates for Mobile Home Parks established after April 28, 2011 will be based on the Commercial Rate Schedule with no additional per site charge.

SEWER RATES & FEES

Nothing in this Policy shall be construed or interpreted as a contract to provide Sewer Service.

Adjustments

- 1) The Board of Directors reserves the right to adjust Rates & Fees at any time as needed.

Customer Classes

- 1) **Residential:** All residential dwellings. Sewer Service billed on the amount of water metered each month.

- 2) **Commercial & Industrial:** All commercial, governmental, institutional, not-for-profit and industrial Customers. Sewer Service billed on the amount of water metered each month. Additional pre-treatment charges may apply to Commercial and Industrial Customers.
- 3) **Large User:** A wastewater discharger with an assigned flow minimum. The base fee for Large User Customers will be assessed on a case by case basis. Sewer Service billed on the amount of water metered each month. Additional pre-treatment charges may apply to Large User Customers.

Current Sewer Rate Schedule

- 1) See Appendix B

DISCONTINUANCE OF SERVICE

Reasons for Discontinuance

- 1) Non-payment of any bill for service.
- 2) Violation or avoidance of any provision of any NCWSA Policy, Regulation or Ordinance.
- 3) Falsification of any part of an application for Service.
- 4) Violation of any provision of a contract between the Customer and NCWSA.
- 5) Creation of any health hazard or imminent public endangerment.
- 6) Tampering with or modifying NCWSA property.
- 7) Theft of Water or Sewer Service or the presence of water theft devices on the Customer's premises.
- 8) Connection of any unauthorized water or sewer user.

Liability After Discontinuance

- 1) Discontinuance of service, for any cause, does not release the Customer from any obligation to NCWSA for payment of any amount due.
- 2) Discontinuation of service does not release the Customer from any criminal and/or civil liability.

INTERRUPTION OF SERVICE AND NOMINAL WATER PRESSURE

Interruption of Service

- 1) NCWSA will use reasonable diligence to provide an uninterrupted supply of Water and/or uninterrupted Sewer Service. NCWSA does not warrant or guarantee continuous or uninterrupted Service. NCWSA is not, in any event, liable for any loss or damage from any failure, interruption, reduction or suspension of Service or the failure of water supplies to meet potability standards.
- 2) NCWSA reserves the right to curtail or temporarily interrupt, without notice, the Customer's Service when it will become necessary in order that repairs, replacements or changes may be made in NCWSA's facilities and equipment, either on or off the Customer's premises.
- 3) NCWSA may impose reasonable restrictions on the use of Service during periods of limited supply or excessive demand or other circumstances that may jeopardize the supply of Service to any group of Customers.

Water Pressure

- 1) Every effort will be made by NCWSA, at all times, to provide minimum water pressure as specified by SCDHEC. However, NCWSA is not liable for any damage caused by fluctuations in water pressure. ***NCWSA does not guarantee or warrant such pressure and does not warrant or guarantee that the pressure or quantity of water will be sufficient for fire service or other intended uses.***
- 2) Pressure reducing valves may be installed at the Customer's expense on the Customer's side of the Courtesy Valve. NCWSA will not install or maintain pressure reducing valves.

NOTICE OF TROUBLE

NCWSA Should Be Notified Immediately If:

- 1) There is dissatisfaction with the Water or Sewer Service.
- 2) A leak in a water or sewer line is discovered.
- 3) Running water or wet spots are suspected of being a water or sewer leak.
- 4) A warning light or horn is activated at an NCWSA facility.

WATER LEAKS & BILL ADJUSTMENTS

Responsibility

- 1) A water leak on the Customer's side of the NCWSA Courtesy Valve is the sole responsibility of the Customer.
- 2) The Customer will be billed for all water that goes through the meter.

Residential Leak Adjustment

- 1) In the event of a leak on the Customer side of the NCWSA Courtesy Valve which creates a water bill of \$150.00 or higher, NCWSA may grant a 20% adjustment to the water bill and may adjust the sewer bill to a three (3) month average.
- 2) The Customer must request the adjustment in writing before any adjustment will be made.
- 3) This adjustment is at the Manager's discretion and may be denied based on the Customer's account history.

Payment of an Adjusted Bill

- 1) The Manager may extend water cut-off time or arrange an extended payment schedule only in the case of an emergency, catastrophe or documented hardship.
- 2) The Manager may, at his discretion, allow the Customer up to twelve (12) months to pay an adjusted bill. If a Customer fails to pay an adjustment installment, service will be terminated and the entire balance must be paid prior to restoration of service.

METER TESTING, ACCURACY; AND TAMPERING

Periodic Testing

- 1) All water and sewer meters may be tested at periodic intervals.
- 2) All meters shall register within the requirements set forth by the American Waterworks Association (AWWA) and the USDA.

Questioned Accuracy

- 1) If the Customer questions the accuracy of a meter reading, NCWSA will have the meter re-read one time.
- 2) If the Customer still questions the accuracy of the meter and requests further verification, NCWSA will replace the meter with a new, unused, factory calibrated meter.

Tampering

- 1) Pursuant to Section 16-13-385 of the Code of Laws of South Carolina 1976, as amended, it is unlawful for an unauthorized person to alter, tamper with, or bypass a meter which has been installed for the purpose of measuring water use.
- 2) No unauthorized person will turn on the water to any premise, tamper with or disturb any water meter or meter box or other appurtenance of the Water System, tap any sewer line, tamper with or disturb any Sewer System appurtenance, or introduce any substance into the Sewer System except with written authority from NCWSA and in conformity with these regulations.
- 3) No unauthorized person will install or operate any devise to bypass a water meter.
- 4) No property owner or other person will interfere with the efforts of a duly authorized NCWSA employee to discontinue Service to any premises.
- 5) A meter found in a condition which would cause water to be diverted from the recording apparatus of the meter or to cause the meter to inaccurately measure the use water or the attachment to a meter which would permit the use of unmetered water or would cause a meter to inaccurately measure the use is prima facie evidence that the person in whose name the meter was installed or the person for whose benefit water was diverted caused the water to be diverted from going through the meter or the meter to inaccurately measure the use of water.
- 6) Where NCWSA has determined that any person has tampered with or by-passed NCWSA's equipment, that person will be subject to all applicable service charges, penalties and reconnection charges in addition to a penalty charge of \$500.00. That person shall also be responsible to NCWSA for all costs including legal fees incurred by NCWSA in investigating, repairing, documenting and reporting the tampering, by-passing or interference and in pursuing remedies against the guilty party.
- 7) In addition to the other remedies set forth in this or any other NCWSA policy, regulation, or ordinance, any person found to be in violation of this section may be subject to the criminal penalties set forth in Section 16-13-385 of the Code of Laws of South Carolina 1976, as amended.

ADMINISTRATIVE CIVIL PENALTIES

Authorization

- 1) As authorized by Section 6-11-285, of the Code of Laws of South Carolina 1976, as amended, and in accordance with the requirements of former Regulation 61-72 of Code of Regulations of South Carolina 1976 (now repealed, but used as a model for these administrative proceedings pursuant to Section 6-11-285), any person who causes or allows a violation of this Policy or any NCWSA policy, regulation, resolution, or Ordinance (an "Offending Party"), is subject to a civil penalty not to exceed two thousand dollars (\$2,000.00) for each day of violation. Each day on which a violation continues shall be deemed a separate and distinct violation. Civil penalties imposed pursuant to this section shall be in addition to any other charges, fees and penalties due under any other provision of this Policy, and shall be in addition to any actual costs incurred by NCWSA in the commencement and conduct of a proceeding provided for herein.

Civil Penalties Proceedings

- 1) Prior to the commencement of any proceeding provided for in this Section, NCWSA shall appoint a hearing officer (a "Hearing Officer") to preside over the proceedings. The Hearing Officer shall be an attorney admitted to practice in the courts of the State of South Carolina who shall exercise unbiased and independent judgment in the matter. The Hearing Officer shall be paid a reasonable hourly fee for time spent on matters related to the Show Cause Hearing and any preliminary proceedings. Such costs shall be chargeable, as actual costs incurred by NCWSA, against an Offending Party who is found to have been in violation of these Regulations. A Hearing Officer duly appointed shall conduct any preliminary proceedings and the Show Cause Hearing, shall determine the appropriate scope of discovery for each proceeding, shall control the order of presentation and cross-examination, make evidentiary rulings, examine witnesses, issue orders and conduct and rule upon all other matters necessary for the prompt conclusion of the proceedings.
- 2) NCWSA may commence a proceeding against an Offending Party by issuing a rule to show cause (a "Rule to Show Cause") ordering the Offending Party appear to show cause in a hearing before NCWSA (the "Show Cause Hearing") why an order should not be issued imposing civil penalties on the Offending Party as provided for in this section. Notice of the Show Cause Hearing shall be served personally or by registered or certified mail (return receipt requested) at least thirty (30) days prior to the Show Cause Hearing. Personal service may be made on any agent or officer of a corporation that is an Offending Party. The notice shall include a statement of the time, place and nature of the hearing. The notice shall also include a statement referencing the particular sections of these Regulations that have been violated, a plain statement of the matters asserted, and the total amount of the civil penalties imposed upon the Offending Party.
- 3) The Hearing Officer may, upon the request of any party to the proceeding or upon his own motion, issue notices of the hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in any such hearing. The Hearing Officer may issue interlocutory orders as may be necessary to decide motions, protect the parties or public, require discovery or establish procedures not otherwise established in this section. Failure of any party to abide by such orders may be considered as by the Hearing Officer in making his findings of fact or his determination concerning the amount of any penalty.
- 4) The Offending Party may be represented by legal counsel. To the extent permitted by law, the Offending Party may represent himself but shall remain responsible for compliance with the procedural requirements contained herein.
- 5) Motions may be served at any time after notice of the Show Cause Hearing has been served. The Hearing Officer may, upon request of any party or upon his own motion, conduct prehearing conferences. Such conferences may be held for such purposes as he may direct, including but not limited to: simplifying issues; obtaining admissions of fact and documents which shall avoid unnecessary proof; limiting the number of witnesses; determining the scope and time allowed for discovery; resolving discovery disputes; disposing of pending motions; exchanging witness lists; and such other matters as may aid in the disposition of the matter. Conferences may be in person or by telephone conference call when appropriate.
- 6) Testimony taken in the Show Cause Hearing must be under oath and recorded and transcribed by a certified court reporter. The transcript or any part thereof, so recorded, shall be made available to the Offending Party or to any member of the public upon payment of the costs therefore. The Hearing Officer shall observe the rules of evidence as applied in civil cases in the

court of common pleas. NCWSA shall bear the burden of proof to establish the matters propounded by a preponderance of the evidence.

- 7) The Hearing Officer's report shall consist of a written report to NCWSA and order to include findings of fact, conclusions of law, discussion if appropriate, and a determination of the penalties and costs, if any, to be assessed or imposed upon the Offending Party. It shall be submitted within fourteen (14) days of the date of the conclusion of the Show Cause Hearing, except for good cause shown. Copies shall be served on the Offending Party. It shall constitute a binding determination as to all matters addressed, subject only to appeal or determination by NCWSA to abate penalties.
- 8) Failure to appear shall constitute default. Upon the failure of an Offending Party to appear at the Show Cause Hearing or to respond to service of notice of a Show Cause Hearing requesting, for good cause shown, a change to the scheduled time for a Show Cause Hearing, and upon the certification by the Hearing Officer of compliance with the procedure as required by this section, the Hearing Officer shall issue a Hearing Officer's report finding the Offending Party in default and assessing or imposing all penalties, costs, and fees against the Offending Party. Notice of default and the resulting penalties, costs, and fees shall be served upon the Offending Party in the same manner provided for herein to serve notice of a Show Cause Hearing.
- 9) As provided by law, all penalties, costs, charges and fees assessed or imposed upon an Offending Party pursuant to the provisions of this section shall be held as debt and payable to NCWSA by the Offending Party and shall constitute a lien against the property of the Offending Party.
- 10) All appeals from the decision of the Hearing Officer under the provisions of this section must be heard in the Court of Common Pleas of Newberry County, South Carolina.