

Gilbert-Summit Rural Water District
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OFFICE USE ONLY NBS _____ Word _____ Excel _____ Scanned _____

SERVICE APPLICATION FORM

Account No: _____	Effective Date: _____
Non-Refundable Tap Fee: _____	Meter Size: _____
Impact Fee: _____	Meter Serial #: _____
Refundable Security Deposit: _____	Meter Reading: _____
Non-Refundable Admin. Fee: _____	Walk Page Read: _____
Meter Set Fee: _____	MXU #1: _____
Other: _____	Rate Code: _____
Total _____	

Applicant - complete this box and sign last page

Applicant Name: _____				
<small>Last</small>	<small>First</small>	<small>MI</small>		
Service Address: _____				
<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>	
Mailing Address: _____				
<small>(If different)</small>				
<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>	
Telephone Home: _____	Work: _____	Cell: _____		
Drivers License #: _____	State: _____	S.S. # _____	-	-
How do you want to receive your bill? Mailed _____ Emailed _____ or Both _____				
Email Address: _____				
Do you have or intend to install an irrigation system connected to this service? Y___ N___				

BY-LAWS OF GILBERT SUMMIT RURAL WATER DISTRICT

ARTICLE IX

Section 2. In submitting an application, the applicant agrees to take the services identified on his application and be bound by, and comply with, all of the other provisions of the ordinances, rules, regulations, rate schedules, agreements, and rate classifications of the District, which exist, or may thereafter be duly adopted, repealed, or amended (the obligations embraced by such Contract being called "users obligations").

A security deposit will be required (this is refundable should the Member decide to leave and the water bill is paid in full). If the water bill is not paid in full, what is owed will be subtracted from the security deposit and the remainder, if any, forwarded to the Member.

An administration fee of \$50.00 will be required for the purpose of establishing locations numbers, account numbers, name and service addresses.

All fees shall be paid before service will be activated.

All customers will be disconnected on the 21st of the month if bill is not paid.

There will be a service charge of \$30.00 on all returned checks.

WATER USER'S AGREEMENT

This agreement, between the Gilbert-Summit Rural Water District, a non-profit corporation, organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter called the District, and Applicant as named on page one of the Service Application Form, a member of the District, hereinafter called the Member.

WHEREAS, the member desires to purchase farmstead and domestic water from the District, and to enter into a water users agreement as required by the By-Laws of the District.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

The District shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the member may desire in connection with his occupancy of his property where the meter is installed.

The Member shall install and maintain at his own expense a service line which shall begin at his property line and extend to the dwelling and other portions of his premises.

The District shall install a hand valve at the time of meter installation. All activity from the meter discharge on the Member's side, including all piping, fittings, appurtenances, and the hand valve furnished by the District, is the property of and shall be maintained by the Member.

The District will determine if a pressure reducing valve is necessary at the time of meter installation. If necessary, the District will furnish the pressure reducing valve, after which it will be the Member's responsibility to maintain.

The Member's service line shall connect with the distribution system of the District at the nearest place of desired use by the Member, provided the District has determined in advance that the District water system is of sufficient capacity to permit delivery of water at that point.

The Member shall pay for such water at such rates, times, and place as shall be determined by the Directors.

The Member shall not connect any additional dwelling or residence to be served through his or her meter.

The Member agrees that he will make no physical connections between any private water system and the water system of the District. The District may at any reasonable time make inspections to enforce this provision. Violation of this provision shall be grounds for disconnection of the service.

The District shall purchase and install a cut-off valve and will also include a water meter and residential dual check valve in each service. Such cut-off valve, meter and RDCV shall be installed on right-of-way or easement furnished to the District. The District shall have exclusive right to use such cut-off valve to turn it on and off.

If a simple low hazard **lawn irrigation sprinkler system** is installed the following testable devices must be installed and tested annually: double check valve assembly (DCVA), pressure vacuum breaker assembly (PVBA), or an atmospheric vacuum breaker (AVB). If chemicals are aspirated or injected into lawn irrigation systems or there is an unapproved auxiliary water supply tied into lawn irrigation sprinkler systems, this type of system will be considered a high hazard cross connection; therefore, the only acceptable protective devices will be a reduced pressure principle backflow assembly (RPBA) or an approved air gap separation.

The District shall have final jurisdiction in any question of location of any service line connection to its distribution system, shall determine the allocation of water to Members in the event of a water shortage, may cut off the water to a Member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user.

The District will not be responsible for interruption of service due to repair or maintenance of water lines. The District will not be responsible or held liable for any damages that may occur while repairing or maintaining water lines (i.e., water heater elements, etc.)

All meter boxes shall have a clearance of three (3) feet surrounding the box, so employees of the District can read the meter and/or be able to perform repairs as necessary (i.e., placement of fences, shrubs, flowers, etc.)

The failure of a Member to pay water charges duly imposed will result in the automatic imposition of the following penalties:

- A. Payment after the due date will be subject to a penalty of ten (10%) percent of the delinquent amount.
- B. Non-payment within ten (10) days from the due date will result in the water being cut off from the Members property.
- C. In the event it becomes necessary for the District to cut off the water from a Member's property, a fee will be charged for the reconnection of the service as determined by the Board of Directors.
- D. Non-payment for sixty (60) days after original due date will allow the District to remove the meter and thus cause forfeiture of the initial tap fee. The Member will allow the District to terminate his service and, in such event, the Member shall not be entitled to receive, nor the District obligated to supply any water under this agreement. If reinstatement is requested after this date, a fee will be charged at the discretion of the Board of Directors.
- E. Billing will be on the basis of gallons used as shown by the meter reading. Billing will be comprised of a base facility charge plus usage above the gallons included for the respective rate code.

Members in the Hammock Bay subdivision will be billed for sewer usage on behalf of the Town of Lexington at the Town's prevailing rate. Those who fail to pay sewer charges will be subject to the same penalties as listed above for the failure to pay water charges. All sewer related problems should be directed to the Town of Lexington Utility Department by calling 803-359-

2434. The District will not be responsible or held liable for any damages that may occur as a result of sewer line backups or problems.

It is understood that a delinquent account will cause credit to be suspended and delinquency charge of one and one-half per cent (1.5%) or less, as permitted by law, will be assessed and indicated on each monthly customer statement. If any legal action is instituted to collect the amounts owing, the prevailing party shall be entitled to recovery in and to all other damages, a fifteen per cent (15%) attorney's fee plus collection costs.

In the event of an abnormally high water bill, the Member shall be entitled to an adjustment on his or her account. This adjustment may include two (2) bills, if a leak should span over two (2) reading periods. This adjustment will not be allowed sooner than 36 months from any prior adjustment. Adjustment will be calculated according to Policy No. 10 adopted by the Board of Directors on May 23, 2006.

The Gilbert-Summit Rural Water District does not discriminate on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation and marital or family status.

ADDENDUM

If you have any medical situations in the home that water service should not be discontinued for any reason, the District should be made aware of this. The District will need a doctor's statement for our file stating that you cannot be without water.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of

_____/_____
(MONTH) (YEAR)

MEMBER/OWNER

MEMBER/RENTER