

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

**TOWN OF LEXINGTON
RESIDENTIAL/COMMERCIAL SEWER
SERVICE CONTRACT AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the Town of Lexington (hereinafter referred to as the “Town”), and the owner of the parcel of land identified by Tax Map Number _____; street _____, City _____, and State of South Carolina (hereinafter referred to as the “Owner”).

RECITAL

WHEREAS, the Town owns and operates a sewer transportation system in the US Highway 378 area of Lexington County; and

WHEREAS, due to the unique design of the sewer system, i.e., the effluent from solids interceptor tanks is collected and pumped through small diameter force mains that are not sized to transport solids to the treatment facility, special conditions must be met by the Owner prior to being permitted to connect to the Town’s sewer system; and

WHEREAS, the Owner wishes to convey to the Town an easement which will provide the Town the right of ingress and egress across the Owner’s property for the purpose of inspecting the sewer components owned by the Owner as well as providing operation and maintenance services to the Owner’s sewer components should the Owner fail to do so, as provided for herein.

NOW AND THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

The Town shall:

1. Have no property rights or interest in the on-site sewer components on the Owner’s property.
2. Provide transportation and treatment of the wastewater originating from the residence/business located on the Owner’s property, in an average daily amount not to exceed 300 gallons-per-day (gpd).

3. Provide the Owner a list of acceptable pumping equipment and components, recommended spare parts, piping materials, valves, fittings and other miscellaneous items which comprise the sewer system.
4. Provide the Owner a listing of contractors for installation of the sewer system, or necessary portions thereof.
5. Upon installation by the Owner of the necessary sewer components required by the Town/DHEC regulations, the Town will inspect the Owner's pump station, tankage and force main service line for conformance with the Town/DHEC standards and specifications.
6. Have reasonable access and ingress/egress via an easement to the pump(s), tankage and force main for the purpose of equipment/system inspections to verify that proper operation and maintenance is being performed by the Owner.
7. Respond to the Owner in providing necessary operation and maintenance services of the Owner's sewer system (pump station, tankage and force main only) if the Owner fails to remedy to the town's satisfaction operation and maintenance problems and/or issues within ten (10) days upon written notice by the Town.
8. Provide a written statement to the Owner outlining the cost incurred which shall be due and payable in its entirety within twenty (20) days from date of such statement.
9. Terminate service upon failure of the property owner to pay such cost within a twenty (20) day period.

ARTICLE II

The Owner shall:

1. Construct the on-site portion of the sewer system in accordance with the Town/DHEC standards, specifications and plans.
2. At the time of final inspection by the Town, provide to the Town an accurate "as-built" drawing of the on-site portion of the sewer system.
3. Convey to the Town an easement(s) for ingress and egress covering an area 7.5 feet on each side of such on-site components (tanks and lines).
4. Provide access to the on-site sewer system and be responsible for the cost of removal and restoration of fences, shrubbery and/or any other site improvements which deny or may

impair access to the on-site sewer system components by the Town for the purpose of inspection, operation or maintenance.

5. Retain ownership of, and be responsible for all costs of operation and maintenance of the on-site components of the sewer system in accordance with Town/DHEC requirements.
6. Pay applicable service charges to the Town for services it provides, in accordance with its established schedule of rates and fees. If the Owner's account becomes delinquent, the sewer service shall be disconnected until such time as past due accounts, along with any other applicable costs, are paid.
7. Pay all appropriate connection charges associated with the provision of sewer service to the specific property prior to connection to the system.
8. Arrange and pay for the electrical service required to operate the sewer pump(s) installed on the owner's property.
9. Ensure that neither solids nor toxic wastes are introduced into the sewer system. Yard and roof drains, catch-basins, other sources of storm water, swimming pools and heat pumps shall not be connected to any component of the sewer system. Oil, grease or any petroleum product shall not be introduced into the sewer system. Violation of these provisions shall result in sewer services being discontinued until violations have been corrected, and shall expose the customer to other possible legal actions by the Town, including the imposition of fines in accordance with the provisions of law.
10. Execute an easement in a form satisfactory to the Town to comply with Article II, Sections 3 and 4.
11. All costs associated with operation and maintenance of the Owner's sewer components shall be the responsibility of the Owner, including power costs, pump system repairs, on-site service line repairs, solids interceptor tank maintenance as prescribed by the Town/DHEC regulations (solids shall be removed from tanks and properly disposed of approximately every three years for residential units and once a year for businesses), pump tank, or any other operation and/or maintenance cost for the Owner's on-site sewer components.
12. The Owner shall notify the Town of any repairs or replacements made to their system by the Owner prior to any work being done.

13. The Owner shall pay the Town, in responding to the necessary repairs, cost equal to two and one half times the Town's direct cost plus all costs incurred by the Town to correct any and all operation and/or maintenance problems.

14. This Agreement is binding on the Owner, his heirs and assigns.

WITNESSES

TOWN OF LEXINGTON

WITNESSES

PROPERTY OWNERS
