

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON  
TOWN OF CHAPIN

**SEWER SERVICE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ , between

\_\_\_\_\_ as Owner/Developer/Tenant of certain real property within the **CHAPIN MUNICIPAL SEWER SERVICE AREA**, designated as:

Address \_\_\_\_\_

Lot Blk S/D \_\_\_\_\_ TMS: \_\_\_\_\_

And the **TOWN OF CHAPIN**, designated operator of the Public Sewer System serving the above referenced property:

FOR and in consideration of the collection and treatment of Domestic Wastewater generated at the property, the undersigned hereby agrees:

1. To pay an Application Fee of \$\_\_\_\_\_ and a Security Deposit of \$\_\_\_\_\_. The Security Deposit is refundable at termination providing all fees and other charges have been paid.

2. To grant a permanent Easement and consent for lawful access at reasonable times (or at any time for emergencies) by agents or employees of the Town upon the above-designated property, to inspect and maintain the solids interceptor tank and effluent pump, *or* grinder pump, and the sewer service line from the residence to the sewer main.

3. To keep the Sewer Easement area free of permanent structures and trees which would impede access to the CMSSA Sewer System. Exception: fences, shrubbery, small decorative trees, etc, are permitted, but if installed or grown within the easement area, will be removed as necessary on request of the Town or its agents for service access. If the request is refused, or if an emergency (potential harm to the system, or to the property or its occupants) prevents advance notice, then the Town or its agents may remove such obstructions within the easement, and will replace such as may be practicable, but without liability to the Owner for loss or damage to the things removed.

4. To pay to the Town Utility Department, within 15 days of date of monthly statements, the uniform Sewer Fees, as adopted by Town Council according to monthly statements mailed to the above address, or to such other address furnished to the Utility Department by the Owner, and to pay to the Utility Department, within **15** days of date of Invoice (unless otherwise agreed in writing) the cost of pumping out the Septic Tank of residual solid sewage, to maintain functionality of the system and to minimize potential for failure (back-flow), of the Sewer System, and the cost of repair (or replacement with approved components) of the pump, tank, backflow prevention device, and related parts, as required to maintain the system in working order.

5. To promptly request an inspection by the Town Utility Department **(345-0416)** during office hours, or if after hours call 803-605-9711 at other times, in event of alarms, leaks, unusual odors, or other evidence of impending failure of the system components serving the Owner's property, and in advance of any digging in the vicinity of U/G lines.

6. To notify the Town Utility Department before any repairs to the sewer system are made by/for the Owner. After such notice, repairs shall be made by/for the Owner within Three (3) business days, at

Owner's expense. All pump repairs or replacement shall be performed by, or under the direction of The Town of Chapin Utilities Department and billed to the Owner.

Currently approved pumps are:

- a. Effluent pump: Goulds 1.5Hp WE1512HH
- b. Grinder pumps: Goulds or Liberty 2Hp 230 volt single-phase.

6A. If proper repairs are not timely made by/for the Owner, the Town will make the necessary repairs, and will bill the Owner's account for the cost of such repairs. If not paid (per Paragraph 4 above), such costs will become a lien on the property.

7. To insure that no solids or toxic waste, oil, grease, gasoline, other petroleum products, or organic compounds, may be allowed to seep or drain into the sewer system; Also, that no discharges from yard or roof drains, catch basins, or other sources of storm-water, swimming pools, or heat pumps, are allowed to enter the sewer system. Violation of these conditions, if not immediately remediated after discovery, may result in termination of sewer service, and may subject the Owner or other violator to liens, fines, or other legal action.

8. To hold the Town harmless from consequential damages to owner's property in the event of equipment failure (a common source of sewer system failure is ingestion of solid objects not intended to be transported by the system). The Town will only be responsible for actual damages proximately caused by any negligence imputed to its agents or employees.

9. To acknowledge the right of the Town to exercise any lawful remedies for material breach of any of the foregoing covenants and conditions, including the right to collect all sewer fees, cost of repairs incurred by the Town due to acts or omissions of the Owner or Owner's contractors (including failure to call The Town of Chapin Utilities Department to locate U/G lines before digging), late charges, penalties, and costs of collection including attorney fees, to place a lien on the property for unpaid sewer fees, and/or to terminate sewer service ten (10) days after written notice giving opportunity to cure the breach.

10. As a condition of sewer service, to agree to Annex the Owner's property into the Town of Chapin if such property is contiguous to Town Limits at the time service is requested.

**IN ACKNOWLEDGEMENT**, the undersigned have executed the foregoing Agreement on \_\_\_\_\_  
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\_\_\_\_\_  
OWNER/ Developer/ Tenant

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Mailing Address

**TOWN OF CHAPIN**

By: \_\_\_\_\_

Its \_\_\_\_\_