

**LAURENS COMMISSION OF PUBLIC WORKS  
General Customer Agreement & Application for Service**

**THIS AGREEMENT** between the Laurens Commission of Public Works (hereinafter referred to as the "CPW") and the undersigned customer

\_\_\_\_\_ (hereinafter referred to as the "Customer"),

**WITNESSETH:**

**WHEREAS**, CPW is the local public provider of utilities to residents within the City of Laurens, State of South Carolina; and

**WHEREAS**, Customer either: (1) is the owner of the property listed as the "service address" below; (2) leases the property listed as the "service address" below; or (3) is the general contractor for construction on the property listed as the "service address" below and desires to obtain utilities from CPW for their residence/business located on the property; and

**WHEREAS**, the parties desire to clarify the responsibilities and duties among them with regard to utilities to be provided;

**NOW, THEREFORE**, in consideration of the premises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

\_\_\_\_\_ 1. **ELECTRICITY**. That the CPW agrees to connect its electrical service wires with the Customer's wires and install a meter in a meter base which has been installed by the Customer, and furnish electricity to the Customer for residential (  ) commercial (  ) industrial (  ) other (  ) use at rates calculated under the most recent rate schedule as adopted by the CPW. Customer agrees to use CPW as the sole provider of electricity for the property listed below. Customer further agrees to pay for the same at the scheduled rates.

\_\_\_\_\_ 2. **WATER**. That the CPW agrees to furnish metered water through a CPW installed water meter. Customer agrees to use CPW as the sole provider of water for the property listed below and further agrees to pay for the water provided at rates calculated under the most recent rate schedule as adopted by the CPW.

\_\_\_\_\_ 3. **SEWER**. That the CPW agrees to furnish sanitary sewer service through a tap at rates calculated under the most recent rate schedule as adopted by the CPW.

\_\_\_\_\_ 4. **NATURAL GAS**. That the CPW agrees to furnish metered natural gas through a CPW installed natural gas meter. Customer agrees to use CPW as the sole provider of natural and further agrees to pay for the natural gas provided at rates calculated under the most recent rate schedule as adopted by the CPW.

**Fees and Deposits**

If your new residence or business is within the Laurens city limits, you received a Certificate of Occupancy from the Building and Zoning Administrator. This is to ensure that your building is in compliance with the city building codes. If you are a residential customer, you will be asked to pay the application fee and connection fees for the services you desire. These connection fees represent our average cost of establishing services to new accounts and are not refundable. If you move from your present address to another address on our system, you will only pay a transfer fee plus the applicable connection fee for any service that you will have at your new address which you do not have at your present address.

In addition to the connection fees, you may have been required to pay a security deposit based on the services you desire and your credit history. The security deposit shall be returned as long as the customer has a maximum credit score of no more than 3 in a 24 month period. An additional deposit may be required of any customer whose credit score reaches 5 or above.

A customer's credit worthiness is based on a credit score matrix. When various credit-related events occur, points are accrued in the customer's credit history account. The credit score points are as follows: late penalty applied-1 point, eligible for disconnect for non-pay-3 points, disconnected for non-pay-5 points, returned check-6 points, bankruptcy-6 points, payment arrangements made-1 point, payment arrangements broken-3 points, meter tampering-6 points.

Typically, your utility services will be connected the next business day, after your request. If you wish for services to be connected the same business day, there is an additional charge in addition to the applicable connection fees. For safety reasons, customers must be present at their home or place of business for connection or re-connection of services. We will attempt to schedule a convenient time with the customer to complete these orders. If the customer is not present at the previously scheduled time when the service technician arrives at their home or place of business, the customer has the option of either postponing the connection or re-connection for the next business day or, if scheduling allows, they must pay an additional same day fee for service.

**Billing Process**

Your CPW bill will arrive on or about the same time every month. The payment is for services already received and due when the bill is received. It is considered late if payment is not made by the due date (as indicated on the bill statement). If payment is not made by the due date, you will be notified only by telephone or electronic mail that your account is past due and subject to disconnection.

For this reason, it is very important that the CPW has the most up-to-date contact information for every customer. If your bill has not been paid ten days after the due date, services are subject to disconnection. To have services reconnected, you will be required to pay all outstanding bills plus a reconnection fee. The reconnection fee is higher outside regular working hours. If your services were disconnected for non-payment, an additional security deposit may also be required. Any account which has been disconnected for non-payment and which has been off for more than 24 hours will be reconnected only during regular office hours.

The only method of payment accepted for reconnection of service is cash, credit card, or money order. Services will be immediately disconnected without notice if a check is returned when initially establishing service or when making payment on the day that disconnection for non-payment is to occur. If a check is returned on a closed account, services will be immediately disconnected without notice.

The U.S. Post Office will not deliver a utility bill if the customer does not have a mailbox. The CPW cannot assume responsibility for sending mail any place other than to the address you provide. Please make sure that the CPW has your correct address. All mail not delivered is returned to the CPW.

If you move from your current service address, please contact us, telling us when service is to be disconnected, and where to send your final bill. You will be responsible for all utility bills at your service address until you tell us to remove services from your name. Any remaining security deposit will be credited to the account on the final bill.

If the CPW has overcharged you as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human and/or machine error, customer has the right to receive a credit or a check equal to the excess amount paid for a period not to exceed three (3) years prior to the date the overcharge was discovered. The CPW may pay the overcharge amount to the customer in one lump sum or equal monthly installments not to exceed the length of time from when the problem first occurred until when it was corrected or for a period of three (3) years if customer was overcharged for three (3) or more years.

If the CPW has undercharged you for any reason other than customer fraud or theft, customer must pay the CPW the difference between the amount customer was actually charged vs. the actual cost of services used by customer for a period not to exceed three (3) years prior to the date the error was discovered. Customer may pay the deficient amount in one lump sum or equal monthly installments not to exceed the length of time from when the problem first occurred until when it was corrected or for a period of three (3) years if customer was undercharged for three (3) or more years. The equal installment amount shall be added to customer's bill over the same number of billing periods during which you were undercharged.

**Meter Re-Read Requests**

A meter re-read is defined as any meter reading that occurs outside of the routine meter reading schedule (cycle) for a meter. The customer may make a request for a meter to be re-read for the purpose of verifying billing accuracy. The CPW will re-read the meter within 48 business hours of receiving the request. If the reading on the bill is found to be in error, the CPW will adjust the account to reflect the correct meter read information. If the reading on the bill is found to be accurate, the customer will be assessed a meter re-read fee. Each customer account may receive one CPW meter re-read per twelve (12) month period with no meter re-read fee assessed.

**External Disconnect Switch**

The CPW requires that any new or upgraded electrical installations in our service area other than privately owned homes be equipped with some type of external disconnect switch (EDS) suitable for the size and characteristics of that particular service. Any service location disconnected for any reason that does not meet this requirement shall be brought into compliance before power is restored. The EDS shall be readily accessible by authorized Laurens CPW personnel and shall be located as near to the meter location or service entrance as possible. Apartments shall have an individual EDS for each unit in addition to the main EDS for the apartment building. EDS types may be a fused disconnect switch, main breaker, or a shunt trip style breaker.

**Meter Tampering/Utility Theft**

It is unlawful and potentially dangerous for individuals other than authorized Laurens CPW representatives to connect, remove, or otherwise tamper with utility meters and/or devices. Upon discovery of any unauthorized connection, reconnection, or meter tampering, the CPW will disconnect service without notice and the customer will be required to pay a tamper fee. The CPW will then contact the appropriate law enforcement authorities and assist with their investigation. If the investigation is unable to determine the person(s) responsible, the customer of record will be charged for the CPW’s actual damages resulting from the tampering and the tamper fee. In all cases of tampering, services will not be restored until the appropriate safety inspection has been completed and all applicable charges are paid. In all cases of meter tampering, the customer of record may not be changed unless (1) the new customer of record assumes responsibility for all charges and damages resulting from the tampering or (2) the CPW determines that the prior beneficiary(ies) of the utility(ies) supplied will not benefit through a reconnection by the new customer of record.

**Dormant Services**

It shall be the practice of the CPW to remove dormant utility services in order to eliminate the numerous problems that they cause, e.g. leaks, infiltration, dangers to the public, potential for theft, etc. A utility service shall be classified as dormant when it indicates no usage or the payment of the monthly facility charge by a customer in a 12 month period. After it is classified as dormant, we will attempt to identify the owner of the property. If the property owner is identified, a letter shall be sent to the owner. The letter shall state that, unless the owner agrees to connect the service and pay the monthly minimum charges, the dormant service shall be removed at any time after 30 days from the date the letter was mailed. In the event the owner cannot be identified, the dormant service shall be removed immediately. Dormant services shall be removed by disconnecting them from the CPW’s main lines. Removed services shall be replaced only after the appropriate reinstatement fee per applicable service is paid.

**Utility Service Lines**

The CPW owns and maintains water, natural gas, and electric distribution lines to the customer’s meter. The property owner owns and is responsible for their service lines from the meter to their house/building. The property owner owns and is responsible for their sewer service line from the tap at the sewer main on the street to their house/building.

**Debts**

I, the undersigned, duly affirm and attest that no previous utility bill is owed by me to the CPW for any utility services; that no person living within the household to be served by such CPW services is at the present time indebted to the CPW by reason of a previous unpaid utility bill; that if it is discovered that any person residing within the said place of service does owe a previous utility bill, such bill shall be an additional responsibility of the Affiant; that failure to pay same when requested by the CPW shall constitute additional grounds for termination of services; that the Affiant has not previously obtained services under any fictitious name nor has any resident of the household ever obtained CPW utility service under a fictitious name; and that in the event of discovery of any violations of the above stated facts, the Affiant will promptly notify the CPW of such discovery.

By signing this application for utility services, the applicant affirms that all the information provided by are complete and correct. Furthermore, the applicant agrees to pay all costs of collection of applicant’s unpaid bills. The CPW 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 income tax refund.

If the CPW chooses to pursue debts owed by the applicant through the Setoff Debt Collection Act, the applicant agrees to pay all fees and costs incurred through the setoff process, including fees charged by South Carolina, and/or the CPW. If the CPW 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.

**Work Performed on My Property**

I understand and acknowledge that it is my responsibility to inform the CPW's personnel or its representatives of the location of septic tanks, water pipes, propane lines, communication lines, cable television lines, drain lines, or any other buried lines, pipes, cables, etc. which must be crossed in order to install utility services. It is my responsibility to locate any buried utility lines if I do not know where they exist. I furthermore agree to pay for repairs to septic tanks, water pipes, propane lines, communication lines, cable television lines, drain lines, or any other buried lines, pipes, cables, etc. that may be damaged during the process of completing utility work on my property.

I hereby agree to indemnify, hold harmless, and release the CPW, its Commissioners, officers, employees, contractors, and agents from any liability, injury, loss, costs, and/or damages to person(s) or property incurred as a result of work performed on my property.

I also understand that from time to time, CPW personnel and/or its assigned contractors or agents will enter my property to read utility meters and/or install, inspect, repair, or replace CPW owned utility equipment and/or infrastructure. I give my full permission for CPW personnel and/or its assigned contractors or agents to enter my property for these reasons.

I, the undersigned, certify that I have read, understand and agree to all of the terms and conditions set forth above.

\_\_\_\_\_  
Customer Name (Print)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Service Address

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
CPW Account Number

\_\_\_\_\_  
CPW Representative

\_\_\_\_\_  
Date