

LATERAL MAINTENANCE POLICY Adopted July 17, 2023

1. For purposes of this policy, “**MetroConnects Service Laterals**” shall mean the 4-inch, 6-inch or 8-inch diameter service laterals as defined by South Carolina Department of Health and Environmental Control (“SCDHEC”) that extend from the MetroConnects sanitary sewer mainlines and connect to the Private Laterals (as defined below). For purposes of clarity, visual depictions of MetroConnects Service Laterals are shown on **Exhibit A** attached hereto.

2. For the purposes of this policy, “**Private Laterals**” shall mean the 4-inch or 6-inch or 8-inch diameter service laterals as defined by SCDHEC and extending from real property improvements that connect to the MetroConnects Service Lateral. Notwithstanding anything contrary herein, Private Laterals shall always include any portion of the lateral located within five (5) feet of any real property improvements. For purposes of clarity, visual depictions of Private Laterals are shown on **Exhibit A** attached hereto.

3. For purposes of this policy, “**Lateral Connections**” are the plumbing connections that connect the MetroConnects Service Laterals to the Private Laterals. Lateral Connections are customarily installed by the plumber when the real property improvement connects to MetroConnects’ sanitary sewer collection system. For purposes of clarity, visual depictions of Lateral Connections are shown on **Exhibit A** attached hereto.

4. MetroConnects Service Lateral will extend from the sewer mainline to the boundary of easement area or public road right of way or Lateral Connection, whichever occurs first. If the MetroConnects Service Lateral connects directly to a Renewable Water Resources (“ReWa”) trunk line, MetroConnects Service Lateral will extend twelve and one-half (12.5) feet from the ReWa trunk line or the boundary of the public right of way if the ReWa trunk line is located within a public right of way or the Lateral Connection, whichever occurs first.

5. MetroConnects shall own and maintain the MetroConnects Service Laterals and the individual property owners shall own and maintain the Private Laterals and the Lateral Connections. MetroConnects shall not own, maintain, and be responsible for backflow apparatus, regardless of the location of the apparatus.

6. All sewer service issues originating in the Private Lateral or the Lateral Connection are the financial responsibility of the individual property owner. MetroConnects shall not be responsible for repairs or maintenance for sewer service issues originating in the Private Lateral or Lateral Connection or ReWa trunk main.

7. In the event that access to any MetroConnects Service Lateral is obstructed or otherwise blocked by an unauthorized encroachment located within the MetroConnects right of way (an “Obstructed Service Lateral”), MetroConnects shall not be responsible for the ongoing maintenance of such Obstructed Service Lateral and all maintenance responsibility, and any subsequent damages or cost, for the Obstructed Service Lateral shall be shifted to the individual property owner. Additional information regarding encroachments can be found in the MetroConnects Encroachment Policy.

8. In the event of a sewer emergency or backup, individual property owners should first contact MetroConnects to evaluate the sewer emergency. Plumbers should not make repairs to the MetroConnects system without MetroConnects prior approval. In the event MetroConnects is contacted to evaluate the sewer emergency or backup and cannot determine the source of such sewer emergency or backup, MetroConnects may instruct the individual property owner to call a licensed plumber or licensed sewer contractor. If such licensed plumber or licensed sewer contractor then determines the source of the sewer emergency or backup is located within the MetroConnects Service Lateral, then the individual property owner may submit a Reimbursement Request (as defined below). Any additional damage caused by a backup within the MetroConnects Service Lateral may also be reimbursable based upon the criteria below.

9. If an individual property owner inadvertently contacts a licensed plumber or licensed sewer contractor to resolve a sewer emergency or backup rather than MetroConnects, any costs incurred in connection with repairs within the MetroConnects system may be disqualified from reimbursement by MetroConnects.

10. In order to make a request for reimbursement (a "Reimbursement Request"), an individual property owner must complete and submit to MetroConnects the reimbursement request form attached hereto as **Exhibit B** (the "Reimbursement Request Form"). All Reimbursement Requests must be submitted to MetroConnects via mail (or online) and postmarked within thirty (30) days of the completion of the repairs. The following information will be required with each Reimbursement Request (collectively the "Reimbursement Documentation"):

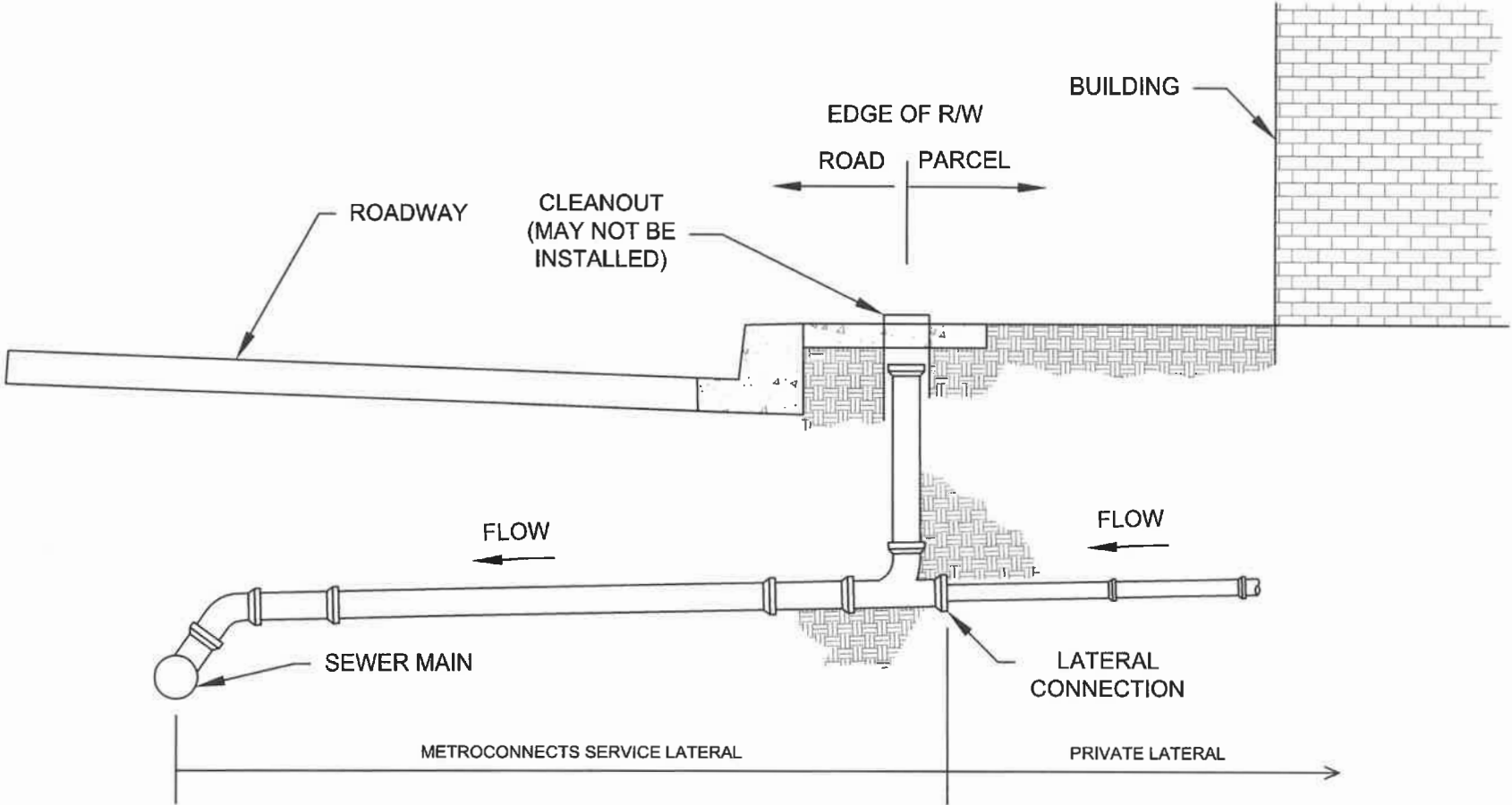
- (a) Customer/resident name requesting the reimbursement.
- (b) Contact Phone Number
- (c) Customer/resident mailing address
- (d) Address of the property where work was completed (if different than mailing address)
- (e) Property owner name (if different than resident)
- (f) Reimbursement Requested amount
- (g) Name as it should appear on check
- (h) Description of sewer emergency or backup
- (i) Copy of all invoices totaling the reimbursement request with descriptions and pictures of work completed
- (j) Proof of payment to licensed plumber or licensed sewer contractor

11. The Reimbursement Request Form along with the Reimbursement Documentation may be submitted to 120 Augusta Arbor Way, Greenville, South Carolina or via electronic transmission at www.metroconnects.org.

12. Upon receipt of the Reimbursement Request Form and Reimbursement Documentation, MetroConnects will evaluate the Reimbursement Request and determine if the repairs qualify for reimbursement. If MetroConnects determines that the sewer emergency or backup was caused due to a problem within the MetroConnects Service Lateral and the Reimbursement Documentation was fully submitted within thirty (30) days of the repairs, then the Reimbursement Request may be subject to reimbursement by MetroConnects. MetroConnects

reserves the right to evaluate each Reimbursement Request on a case-by-case basis and may limit the amount of reimbursement paid based upon a reasonable cost standard. MetroConnects shall endeavor to evaluate all Reimbursement Request within thirty (30) days of receipt of the Reimbursement Documentation.

EXHIBIT A



SERVICE LATERAL

N.T.S.



Reimbursement Request Form

Completed and signed form with supplemental documentation may be submitted electronically to www.metroconnects.org or via mail to 120 Augusta Arbor Way, Greenville, SC 29605. All requests must be submitted or postmarked within thirty (30) days of repairs.

- In the event of a sewer emergency or backup, individual property owners should first contact MetroConnects to evaluate the sewer emergency. Plumbers should not make repairs to the MetroConnects system without MetroConnects prior approval.
- MetroConnects may instruct the individual property owner to call a licensed plumber or licensed sewer contractor. If such licensed plumber or licensed sewer contractor determines the source of the sewer emergency or backup is located within the MetroConnects Service Lateral, then the individual property owner may submit this Reimbursement Request.

Customer/resident name: _____

Contact Number: _____

Customer/resident mailing address: _____

Address of property where work was completed (if different than mailing address): _____

Name of property owner (if different than resident): _____

Requested reimbursement amount: _____

Name as it should appear on check: _____

Description of sewer emergency or backup (attach additional pages if needed):

Attach the following documents:

- Copy of all invoices totaling the reimbursement request with descriptions and pictures of the work completed.
- Proof of payment to licensed plumber or licensed sewer contractor.

*Release and Disclaimer

By acknowledging/selecting the box below, the applicant, in consideration of any reimbursement, does hereby voluntarily discharge and release Metropolitan Sewer Subdistrict d/b/a MetroConnects ("MetroConnects") and its officers, employees, agents from any and all claims, actions, causes of action, losses, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damages and any consequences resulting therefrom or to result from the occurrence referenced in this Reimbursement Form (the "Incident").

It is understood and agreed that any reimbursement made to the applicant is not to be construed as an admission of liability or guilt on the part of MetroConnects. MetroConnects specifically denies any liability arising from the incident. The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not specifically expressed herein has been made to the undersigned, and that this Reimbursement Form contains the entire agreement between the parties hereto, and that the terms of this Reimbursement Form are contractual and binding upon the undersigned applicant.

Name of requester (print): _____

Signature of requester: _____ Date: _____