

GOFORTH SPECIAL UTILITY DISTRICT

8900 Niederwald Strasse * Niederwald, Texas 78640

SERVICE APPLICATION FOR COMMERCIAL OR NON-STANDARD SERVICE

Please Print

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

Date: _____
APPLICANT'S NAME _____
SUBDIVISION NAME _____
PHONE NUMBER - Home () _____ Work () _____
Cell () _____ Fax () _____
Email: _____

PROOF OF OWNERSHIP PROVIDED BY DEED _____

IF DIFFERENT FROM APPLICANT; PLEASE PROVIDE THE FOLLOWING:
PROPERTY OWNER'S NAME: _____
DEVELOPER'S NAME: _____
FINANCING OF DEVELOPMENT BY: _____
APPLICANT'S ENGINEER: _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY _____

PREVIOUS OWNERS NAME _____

DESCRIBE FLOW AND VOLUME NEEDED

NON-STANDARD SERVICE INVESTIGATION FEE:
\$1,000 for 0-50 lots/LUE's
\$2,000 for 51-100 lots/LUE's
\$5,000 for 101-500 lots/LUE's
\$7,500 for >501 lots/LUE's

COMMERCIAL METER STUDY
CHECK NUMBER _____
AMOUNT PAID \$ _____

BY MY SIGNATURE BELOW, I CERTIFY THAT THE INFORMATION IN THIS APPLICATION AND ALL ATTACHMENTS IS TRUE, ACCURATE AND COMPLETE.

APPLICANT SIGNATURE _____ TITLE _____

Goforth Special Utility District

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Cost and procedures to purchase a commercial water meter providing the water main to service the commercial water meter has sufficient capacity

1. Complete a Non-Standard Service Agreement application. Submit the required investigating fees.
2. Provide a copy of the Warranty Deed with the application showing proof of ownership.
3. G.S.U.D. Engineer will review the application along with a blueprint of water demand information and provide the G.S.U.D. Board of Directors with the results of the impact to the water system. A 30 day waiting period required by the applicant. A letter will be mailed to notify the applicant of the upcoming meeting.
4. At the time in which the request for the commercial meter is granted the G.S.U.D. attorney will draw up the Non-Standard Service Agreement Contract. The contract will include the details of the agreement between G.S.U.D. and the application.
5. The cost of the commercial water meter and a testable backflow device may be included in the Non-Standard Service Agreement Contract. The backflow will be tested on an annual basis per TCEQ (Texas Commission on Environmental Quality). In addition, the impact fees will be determined by the calculated LUE (living unit equivalent) for the project times \$2,270 (the impact fee per LUE). In addition, fees may apply such as the cost of the meter, installation, road bore. etc. The information below is subject to change in the event of customer fee increase. The service population and its potential growth determine increases.
6. If the customer wishes to upgrade their existing 5/8"X 3/4" water meter, the customer will be credited with only 1.0 equivalency, which is a \$2,270 impact fee.

METER SIZE	5/8" x 3/4" METER EQUIVALENTS	MONTHLY BILLING		SERVICE FEES
		RATE	CODE#	
5/8" x 3/4"	1.0	\$31.00	1 10 GALLONS	\$100.00
3/4"	1.5	\$46.50	2 10 GALLONS	\$150.00
1"	2.5	\$77.50	3 10 GALLONS	\$250.00
1 1/2"	5.0	\$155.00	4 100 GALLONS	\$500.00
2" CMPD.	8.0	\$248.00	5 100 GALLONS	\$800.00
3" CMPD.	16.0	\$496.00	6 100 GALLONS	\$1,600.00
4" CMPD.	25.0	\$775.00	7 100 GALLONS	\$2,500.00
6" CMPD.	50.0	\$1,550.00	8 1000 GALLONS	\$5,000.00

*The meter cost will be based on current price at time of request of commercial meter installment.

Goforth Special Utility District

NON-STANDARD SERVICE REQUIREMENTS

1. District's Limitations. All Applicants shall recognize that the District must comply with local, state, and federal rules and regulations as promulgated from time, and by covenants of current indebtedness.
2. Purpose. The purpose of this Section is to govern agreement and service procedures for subdivisions, additions to subdivisions, or developments where service to more than one tract is necessary; and/or additional piping, service facilities, etc., are required to accommodate individual, multiple, commercial, or industrial Applicants. For the purpose of this Rate Order, Applicants subject to this Section shall be defined as Non-Standard.
3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which the District extends its indebtedness. The Board of Directors of the District shall interpret on an individual basis whenever or not the Applicant's service request shall be subject to all or part conditions of this Section.
4. Non-Standard Service Application. The Applicant shall meet the following requirements prior to the initiation of a Service contract by the District:
 - a. The Applicant shall provide the District a completed Service Application and Agreement giving special attention to the item on SPECIAL SERVICE NEEDS OF THE APPLICANT.
 - b. A final plat approved by the District must accompany the Application showing the Applicant's requested service area. The plat must be approved by all regulatory authorities having jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities. Plans, specifications, and special requirements of such regulatory authorities shall be submitted with the plat. Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements.
 - c. At the time the Applicant tenders the Application, a Non-Standard Service Investigation Fee to cover initial administrative, legal, and engineering fees shall be paid to the District. The balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as result of efforts by the District to study service requirements of the Applicant shall be paid by the Applicant.
 - d. If after the service investigation has been completed, the District determine that the Applicant's service request is for property outside the District's Certified Service Area of Public Convenience and Necessity, service may be extended provided that:
 - (1) The service location is contiguous to or within one-fourth (1/4) mile of the District's Certificated Service Area of Public Convenience and Necessity;
 - (2) The service location is not in an area receiving similar from another utility; and
 - (3) The service location is not within the Area of Public Convenience and Necessity of another similar utility.
5. Design. The District shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:
 - a. The District's Consulting Engineer shall design all service facilities for the Applicant's requested service within the District's specifications or within certain codes and specifications of neighboring municipalities for all Non-Standard Service Applications which lie within a five (5) mile margin around the boundaries of municipalities having jurisdiction over such design criteria (municipalities with a population greater than five thousand (5,000)).
 - b. The engineer's fees shall be paid out of the Non-Standard Service Investigation Fee, provided however, that the actual cost of the Engineer's services do not exceed the amount of the Non-Standard

Service Investigation Fee allotted for engineering services. If the Applicant's service exceeds the allotted fee, the Applicant shall pay the balance of engineering fees prior to commencing with the service investigation.

- c. The Consulting Engineer shall submit to the District a set of detailed plans, specifications, and cost estimates for the project.
 - d. If no local authority imposes other design criteria on the Applicant's service request, the District's Engineer shall design all facilities for any Applicant to meet the demand for service as platted and/or requested in the plans or plat submitted in application for service. The District reserves the right to upgrade design of service facilities to meet future demands, provided however, that the District pays the expense of such upgrading above the Applicant's facility requirements.
6. Non-Standard Service Contract. All Applicants requesting or requiring Non-Standard Service shall enter into a written contract, drawn up by the District's Attorney, in addition to submitting the District's Service Application and Agreement. Said contract shall define the terms of service prior to construction of required service facilities. Guidelines for the service contract may include but are not limited to:
- a. Definition of all costs associated with required administration, design, construction, and inspection of facilities for water service to the Applicant's service area and terms by which these costs are to be paid.
 - b. Definition of procedures by which the Applicants shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
 - c. Definition of Front-end Capital Contributions required by the District in addition to the other costs required under this Section.
 - d. Definition of monthly Reserved Service Charge as applicable to the service request.
 - e. Definition of terms by which reserved service shall be provided to the Applicant and duration of reserved service with respect to the impact the Applicant's service request will have upon the District's system capability to meet other service requests.
 - f. Definition of terms by which the Applicant shall be reimbursed or compensated for fees duplicated in assessments for monthly rates and Front-end Capital Contributions.
 - g. Definition of terms by which the District shall administer the Applicant's project with respect to:
 - (1) Design of the Applicant's service facilities;
 - (2) Securing and qualifying bids;
 - (3) Execution of the Service Agreement;
 - (4) Selection of a qualified bidder for construction;
 - (5) Dispensing advanced funds for of Public Convenience and Necessity, construction of facilities required for the Applicant's service;
 - (6) Inspecting construction of facilities; and
 - (7) Testing facilities and closing the project.
 - h. Definition of terms by which the Applicant shall indemnify the District from all third-party claims or lawsuit in connection with the project contemplated.

- i. Definition of terms by which the Applicant shall deed all constructed facilities to the District and by which the District shall assume operation and maintenance responsibility including any enforcement of warranties in connection with construction of the Applicant's project.
 - j. Definition of terms by which the Applicant's shall grant title or easement for right-of-way's, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-way's and sites.
 - k. Definition of terms by which the Board of Directors shall review and approve the Service Contract pursuant to current rules, regulations, and by laws.
7. Property and Right-of-Way Acquisition. With regard to construction of facilities, the District shall require private right-of-way easement or private property as per the following conditions:
 - a. If the District determines that right-of-way easements or facility sites outside the Applicant's property are required, the District shall require the Applicant to secure easements or title to facility sites in behalf of the District. All right-of-way easements and property titles shall be researched, validated, and filed by the District at the expense of the Applicant.
 - b. All facilities required to be installed in public right-of-ways in behalf of the Applicant, due to inability to secure private right-of-ways easements, shall be subject to costs equal to the original cost of facility installation for those facilities in public right-of-ways, plus the estimated cost of future relocation to private right-of-ways or subject to the cost of installation under state condemnation procedures, whichever is most desired by the Applicant.
 - c. The District shall require an exclusive dedicated right-of-way in the Applicant's property (as required by the size of the planned facilities and as determined by them District) and title to property required to other on-site facilities.
 - d. Easements and facilities sites shall be prepared for the construction of the Corporation's pipeline and facility installations in accordance with the Corporation's requirements and at the expense of the Applicant.
8. Bids for Construction. The District's Consulting Engineer shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the District reserves the right to reject any bid or contractor, the Corporation shall generally award the contract to the lowest and best bidder in accordance with the following criteria:
 - a. The applicant shall sign the Service Contract noting willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
 - b. The Contractor shall provide an adequate bid bond under terms acceptable to the District;
 - c. The Contractor shall supply favorable references acceptable to the District;
 - d. The Contractor shall qualify with the District as competent to complete the work and
 - e. The Contractor shall provide adequate certificates of insurance as required by the District.
 - f. The Contractor shall supply favorable references acceptable to the District;
9. Pre-Payment for Construction and Service. After the Applicant has executed the Service Agreement, the Applicant shall pay to the District all costs necessary for completion of the project prior to construction and in accordance with the terms of the Service Contract.
10. Construction

- a. All road work pursuant to county and/or municipal standards (if applicable) shall be completed prior to facility constructions to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities.
- b. The District shall, at the expense of the Applicant inspect the facilities to ensure that District standards are achieved.
- c. Construction plans and specifications shall be strictly adhered to, but the District reserves the right to change order any specifications, due to unforeseen circumstances during the design phase to better facilities operation of the Applicant's facility. All change order amounts shall be charged to the Applicant.