

## EAST CEDAR CREEK FRESH WATER SUPPLY DISTRICT NON-STANDARD SERVICE REQUIREMENTS

1. East Cedar Creek Fresh Water Supply District Limitations. All Applicants shall recognize that ECCFWSD must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.
2. Purpose. The purpose of this Section is to govern agreements 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 purposes of this Tariff, Applications 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 ECCFWSD extends its indebtedness. The Board of Directors of ECCFWSD shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the 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 ECCFWSD.
  - 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 Gun Barrel City Planning Commission 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. Applicant's for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the locations of the requested extension and details of demand requirements.
  - c. At the time the Applicant tenders the Application, a Non-Standard Service Investigation Fee (See Section G) to cover initial administrative, legal, and engineering fees shall be paid to ECCFWSD. The balance of actual expenses shall be refundable to the Applicant and any additional expenses incurred as a result of efforts by ECCFWSD to study service requirements of the Applicant shall be paid by the Applicant.
  - d. If after the service investigation has been completed, ECCFWSD determines that the Applicant's service request, is for property outside ECCFWSD Certificated 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 ECCFWSD Certificated Service Area of Public Convenience and Necessity;
    - (2) The service location is not in an area receiving similar service from another utility; and
    - (3) The service location is not within the Area of Public Convenience and Necessity of another similar utility.
5. Design. ECCFWSD shall study the design requirements of the Applicant's required facilities prior to initiation of a Service Agreement by adopting the following schedule:
  - a. ECCFWSD Consulting Engineer shall review the design of all service facilities for the Applicant's requested service within ECCFWSD'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 costs of the Engineer's services do not exceed the amount of the Non-Standard Service Investigation Fee, provided however, that the actual costs 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 services exceed 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 ECCFWSD a set of approved plans, specifications, and cost estimates for the project as required.
  - d. If no local authority imposes other design criteria on the Applicant's service request, ECCFWSD Engineer shall review the design of 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. ECCFWSD reserves the right to upgrade design of service facilities to meet future demands, provided however, that ECCFWSD pays the expense of such upgrading above the Applicant's facility requirements unless the upgrade was mutually agreed to by both parties to be part of receiving the service.
6. Non-Standard Service Contract. All Applicants requesting or, requiring Non-Standard Service shall enter into a written contract, drawn up by ECCFWSD Attorney, in addition to submitting to ECCFWSD 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 Applicant 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 ECCFWSD in addition to the other costs required under this Section.
  - d. Definition of monthly Reserved Service Charges 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 ECCFWSD 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 Corporation 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 construction of facilities required for the Applicant's service;
    - (6) Inspecting construction of facilities; and
    - (7) Testing facilities and closing the project.
    - (8) Define the non-standard service investigation fee.

- h. Definition of terms by which the Applicant shall indemnify ECCFWSD 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 ECCFWSD and by which ECCFWSD 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 shall grant title or easement for right-of-ways, constructed facilities, and facility sites and/or terms by which the Applicant shall provide for the securing of required right-of-ways 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 bylaws.
7. Property and Right-of-Way Acquisition. With regard to construction of facilities, ECCFWSD shall require private right-of-way easements or private property as per the following conditions:
- a. If ECCFWSD determines that right-of-way easements or facility sites outside the Applicant's property are required, ECCFWSD shall require the Applicant to secure easements or title to facility sites in behalf of ECCFWSD. All right-of-way easements and property titles shall be researched, validated, and filed by ECCFWSD 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-way 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. ECCFWSD shall require an exclusive dedicated right-of-way on the Applicant's property (as required by the size of the planned facilities and as determined by ECCFWSD Engineer) and title to property required for other on-site facilities.
  - d. Easements and facilities sites shall be prepared for the construction of ECCFWSD pipeline and facility installations in accordance with ECCFWSD requirements and at the expense of the Applicant.
8. Bids For Construction. When certain facilities must be constructed, ECCFWSD may choose to have its consulting Engineer oversee the construction of those facilities. ECCFWSD 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 ECCFWSD reserves the right to reject any bid or contractor, ECCFWSD 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 secure adequate performance and payment bonding for the project under terms acceptable to the District;
  - d. The Contractor shall supply favorable references acceptable to the District;

- e. The Contractor shall qualify with the District as competent to complete the work, and
  - f. The Contractor shall provide adequate certificates of insurance as required by 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 construction 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. ECCFWSD shall, at the expense of the Applicant, inspect the facilities to ensure that ECCFWSD standards are achieved.
  - c. Construction plans and specifications shall be strictly adhered to, but ECCFWSD reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

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Applicant Signature

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Date