



APPLICATION FORM CONTRACT FOR UTILITY SERVICE

**TO: THE CITY OF GASTONIA
ENGINEERING DEPARTMENT**

We the undersigned applicant(s) do hereby request that the City of Gastonia enter into a contract for _____ water distribution service, _____ sanitary sewer service, _____ water distribution and sanitary sewer service to the property owned by _____ located on _____.

We fully understand that the formal contract for these utilities will require that:

1. All utility system construction will be done in accordance to City of Gastonia Standard Specifications and Details and the attached Development Requirements.
2. All utility system construction shall be done in accordance to the plans for such work as approved by the City of Gastonia Director of Engineering.
3. The applicant shall dedicate to the City of Gastonia, at no cost to the City, all public easements and rights-of-way deemed needed by the City for the maintenance of the public portion of the utility system.
4. Upon completion of the public utility system and the connection thereof to the appropriate City system, all water mains, sewer lines and any fire hydrants, valves, manholes, sewer lift stations, force mains, collector sewer lines, or any other appurtenances used in connection with said main or system shall thereupon and thereafter be the entire and sole property of City and under the sole and exclusive control of City. The City of Gastonia will accept for public maintenance only those public lines indicated in the approved plans.
5. The City of Gastonia shall have the right to enter upon the construction site at any time for the purpose of inspecting the construction or materials used in constructing the public portion of the utility systems.
6. Upon completion of the public utility system, the applicant shall provide to the City a video tape of any newly constructed sanitary sewer line(s) and perform tests on the public utility system. The applicant or his contractor under the supervision of the City of Gastonia Engineering Department personnel shall perform such tests. Tests performed shall include, but not be limited to, water pressure tests, water purity tests and sanitary sewer low-pressure air exfiltration tests.
7. The applicant shall maintain the current minimum insurance requirements during the construction of the public portion of the utility system(s) with the provision that the City will be given thirty (30) days written notice of any intent to terminate such insurance by either the applicant or the insuring company. A copy of the City's current insurance requirements is attached.

Failure of the construction or utility systems to meet any or all of the above requirements will result in (1) the disconnection of the defective system from the City's utility system, or (2) correction of such defects. In either case the cost of such repairs or disconnection construction shall be the total expense of the applicant.

****Please provide the following information.****

1. Name of Applicant(s) _____

Proprietorship Partnership Corporation or Limited Liability Corporation Limited Liability Company

2. Address of Applicant(s) _____

County: _____

3. Name and addresses of owners: _____
(If different from above) _____

4. Name, address and phone number of person designated as applicant's agent for this contract:

Name: _____

Address: _____

Phone Number: _____

5. Name of Project: _____

6. Location of Project: _____

| 7. Number and type of units to be served: | <u>WATER</u> | <u>SEWER</u> |
|---|--------------|--------------|
| single family residential | _____ | _____ |
| multi- family residential | _____ | _____ |
| business | _____ | _____ |
| commercial | _____ | _____ |
| other _____ specify | _____ | _____ |

8. Name and address of contractor:

Water Line Contractor: Name: _____

Address: _____

Sanitary Sewer Contractor: Name: _____

Address: _____

9. Anticipated water consumption rate for project covered by this application:

peak hourly rate _____ gallons per minute

total annual rate _____ gallons per year

10. Anticipated sanitary sewer flow rate for project covered by this application:

Average daily flows _____ gallons per day

total annual rate _____ gallons per year

11. Estimated construction costs (attach detailed estimate: see note #1):

\$ _____ offsite water system

\$ _____ onsite water system

\$ _____ offsite sewer system

\$ _____ onsite sewer system

\$ _____ pump station system

12. Estimated beginning and completion date of construction:

| | <u>beginning</u> | <u>completion</u> |
|-------|------------------|-------------------|
| water | _____ | _____ |
| sewer | _____ | _____ |

We, the applicants and owners, do hereby agree to be governed by all ordinances and regulations adopted or made by the City of Gastonia for the control, maintenance, and protection of its utility systems and services in force at the time said application is made or by such ordinance or regulation that might be adopted by the City of Gastonia subsequent to this application.

Submitted this _____ day of _____, 20__.

Signature of Property Owner(s) or Applicant(s)

BY: _____
(Printed Name)

(Title)

Note:

1. If reimbursement of deposits or cost is anticipated, applicant must attach detailed construction cost estimates from one to three water and sewer contractors. (See item #11)
2. Attach reproducible 8½ x 14 drawings representing the plan view of utility systems covered by this application.
3. Attach full size copy of plans and specifications approved by the NC Department of Human Resources (water plans) and/or NC Department of Environment and Natural Resources (NCDENR).

FOR CITY OF GASTONIA STAFF REVIEW ONLY

| | | | |
|---|-----------|----------|-----------|
| Construction Plans Approved | _____ Yes | _____ No | |
| NC Department of Human Resources Approval (water plans) | _____ Yes | _____ No | _____ N/A |
| NC Department of Natural Resources and Community Development (sewer plans) | _____ Yes | _____ No | _____ N/A |
| 8½ x 14 reproducible drawings submitted | _____ Yes | _____ No | |
| water | _____ Yes | _____ No | _____ N/A |
| sewer | _____ Yes | _____ No | _____ N/A |
| Application fee submitted | _____ Yes | _____ No | |
| Amount: \$ _____ | | | |
| Check No: _____ | | | |
| Date: _____ | | | |

| Reimbursement Basis | <u>WATER</u> | <u>SEWER</u> |
|--------------------------|--------------|--------------|
| 1. No reimbursement | _____ | _____ |
| 2. Offsite construction | _____ | _____ |
| 3. Other (specify) _____ | | |
| _____ | | |
| _____ | | |

City of Gastonia
Development Requirements

1. The proposed utilities, including any required fire hydrants, valves, manholes, sewer lift stations, force mains, collector sewer lines, or any other appurtenances necessary in connection therewith, shall be installed by Applicant if Applicant, under the laws of North Carolina, is permitted to make such installations, or by a contractor of Applicant licensed by the State of North Carolina to make such installations. All installations shall be made in accordance with the engineering plans, profiles and specifications for the proposed installation approved by the Director of Engineering / City Engineer of the City and subsequent approved revisions, a copy of which has been so endorsed as to such approval for the Applicant's use and is on file in the City Engineer's office.
2. The installation of the subject improvements shall be performed under the direction of the City Engineer's designated representative during construction. All work and materials must conform to the City's Standard Details and Specifications. The sub-grade / stone base must be inspected and approved by the City's inspector prior to placing stone / bituminous concrete pavement.
3. Upon completion of construction, Applicant shall provide to City for its review, a videotape of any newly constructed sanitary sewer line(s). Additionally, the connection of the subject utilities to the City systems shall not be permanently made or maintained until the same shall have been tested under supervision of and the written approval and acceptance of such installation given by the City's Director of Engineering / City Engineer. After such approval and acceptance, City shall thereafter repair and maintain the same, except for defects in workmanship or materials, or as a result of noncompliance with the plans and specifications therefor, appearing within one year after such acceptance which shall be the responsibility of and done at the sole expense of Applicant.
4. Applicant shall obtain, provide and furnish at Applicants expense, including attorney fees and recording fees, such perpetual rights-of-way or deeds to City as shall be specified by City for the construction, maintenance and operation of the subject utilities, including any encroachment agreements that might be required from the North Carolina Department of Transportation or any public utility. Applicant does hereby dedicate perpetual rights-of-way for public purposes as to those areas shown on Exhibit "A" hereto, for the construction, maintenance and operation of streets and utilities over, in, and on said rights-of-way and easements.
5. Upon completion of the subject utilities and the connection thereof to the appropriate City system, all water mains, sewer lines and any fire hydrants, valves, manholes, sewer lift stations, force mains, collector sewer lines, or any other appurtenances used in connection with said main or system shall thereupon and thereafter be the entire and sole property of City and under the sole and exclusive control of City.
6. Neither Applicant nor any other person shall be entitled to any service laterals from the main or line installed by Applicant except upon permission of City and the payment of any water meter and any other water and sewer tap fees required by any ordinances or regulations of City. Provided that the payment of water and sewer availability fees as defined in Chapter 14, Article II, Division 2, Section 14-145 (a) of the "City of Gastonia Code of Ordinances" for each service connection to the mains or lines installed by Applicant shall not be required for a period of fifteen years from the effective date of this Agreement, unless the service connection is to a main or line for which City reimbursed the applicant for an off-site reimbursement.
7. Applicant warrants that upon completion of the installation and construction of the subject utilities, the same, including any rights-of-way therefor, shall be free and clear of all claims or encumbrances of any person whatsoever.

8. Installation of the subject utilities shall be done and completed at the sole expense and responsibility of Applicant free and clear of all claims or encumbrances. Applicant shall be solely responsible that the subject utilities are installed in accordance with the plans, profiles, and specifications as approved by the City's Director of Engineering / City Engineer and subsequent approved revisions, and is on file in the City Engineer's office.

9. Applicant shall comply and be bound and governed by all zoning and subdivision ordinances and regulations of City now in existence or hereafter adopted that are applicable to the properties to be serviced by the utilities, and all ordinances and regulations of City now in existence or hereafter adopted, regarding the operation, control, maintenance and protection of the subject utilities of City, and it is expressly understood that the aforesaid compliance shall be a condition precedent to the acceptance and approval by City of the system.

10. In the event of the violation of any of the above agreements, City shall have the right to declare all or any of the rights of Applicant under this application forfeited and to refuse to connect or to remove and to disconnect any tap or connection made under this application, and shall thereafter, at its option, be relieved of any obligations to Applicant.

11. This application shall be binding upon the parties hereto and upon their respective successors and assigns; provided however, no assignment of this agreement shall be made without the prior written consent of the City of Gastonia and the payment of any applicable fees, charges or expenses in accordance with applicable City ordinances, policies and regulations.

City of Gastonia Insurance Requirements

Applicant shall indemnify and hold harmless City from any and all loss, cost, damages, expense and liability (including attorney's fees) caused by accident or other occurrence resulting in bodily injury or property damage to any person or property arising from the installation of such improvements by applicant or the contractor of Applicant. Applicant or the contractor of applicant shall maintain the following insurance coverages during the construction of the utilities:

- (a) Worker's compensation coverage;
- (b) General Liability Insurance with a contractual coverage endorsement with a single limit of liability of \$1,000,000.00 bodily injury and property damage;
- (c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage.
- (d) Applicant shall name the City of Gastonia an additional insured on its general and automobile liability insurance policies, and a certificate of insurance to that effect shall be delivered to City.

The applicant shall furnish certificates of such insurance to City with the provision that City will be given thirty day's written notice of any intent to terminate such insurance by either applicant or the insuring company.

*MasterApplicationForUtilityService
File Folder: Forms*