



FEASIBILITY STUDY REQUEST

Date: _____

Proposed Development: _____

Phases: _____ Maximum Number of Lots: _____ Standard Lot Size: _____

Applicant / Developer: _____

Mailing Address: _____

Phone Number: _____ Email address: _____

Property Owner Name: _____

Mailing Address: _____

Phone Number: _____ Email address: _____

Engineering Firm: _____

Mailing Address: _____

Phone Number: _____ Email address: _____

Legal Description of the Property: (State or Attach) _____

County Appraisal District Number (Required): _____

TYPE OF DEVELOPMENT: (check all that apply)

☐ Residential Subdivision ☐ Apartments ☐ Manufactured Home Park ☐ RV Park

☐ Commercial/Industrial Park ☐ Other Large Meter Applicant (> 1" Meter)

Special Service Needs: (irrigation, fire-flow, etc.) _____

ADDITIONAL INFORMATION REQUIRED TO DETERMINE LEVEL AND MANNER OF SERVICE:

1. Is the property located in the corporate limits or ETJ of a municipality? ☐ Yes ☐ No

If yes, provide the name of the municipality: _____

2. Are additional phases planned for this development? ☐ Yes ☐ No

If yes, please explain: _____

REQUIRED ATTACHMENTS: Please indicate whether the following items are attached:

- ☐ One (1) electronic PDF copy of the preliminary plat
- ☐ One (1) electronic PDF copy of the final plat
- ☐ One (1) electronic PDF copy of the construction plans for waterline extensions, if any, internal water distribution, and irrigation
- ☐ Deed(s) showing the current owner of the property
- ☐ A location map of the proposed development
- ☐ A proposed calendar for the design, plat approval, construction phasing, and initial occupancy
- ☐ Letter from the county/city describing the fire protection requirements

All information provided to the District related to a Non-Standard Service Application shall be considered public information and will be made available for inspection and copying by the public. Any person who submits information to the District related to a Non-Standard Service Application consents to the inspection and copying of that information.

This request must be completed by the Applicant only. Bethel Ash WSC will take no action related to the above-described development until this application is complete. A signed application will be considered complete only after the District has received all required documents described, including any additional information required to determine the level and manner of service for the proposed development, together with a valid check for the Service Investigation Fee in the amount of \$2,000.00 or in the amount determined to be necessary by the District's General Manager. Please contact the General Manager to obtain the estimated fee amount if it is not listed within the Application.

The Service Investigation Fee covers all administrative, legal, and engineering costs associated with an investigation of the District's ability to provide service to the Applicant's development. Unused funds will be refunded to the Applicant. Applicant shall be responsible for covering any service investigation costs incurred by the District in excess of the initial Service Investigation Fee paid by Applicant.

Please be advised that a hydraulic analysis performed by the District's engineer is valid for 60 days from the date of the engineer's written hydraulic analysis report or approval.

By signing this request, you acknowledge that this document is only a request for non-standard service to a residential or commercial development. The District will prepare a Non-Standard Service Contract to be executed by the District, Developer, and Owner (if not the same persons or entities) governing the facilities to be constructed by Developer or the District, payment of Connection Fees, and terms of service.

I CERTIFY, AS THE APPLICANT OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF THE APPLICANT, THAT THE FOREGOING REPRESENTATIONS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT.

Signature

Date

Printed Name

Title

NON-STANDARD SERVICE AGREEMENT

THE STATE OF TEXAS
COUNTY OF Henderson

THIS AGREEMENT is made and entered into by and between _____, herein after referred to as "Developer", and **Bethel-Ash Water Supply Corporation**, hereinafter referred to as "BAWSC".

WHEREAS, Developer is engaged in developing that certain _____ acres of land in Henderson, County, Texas, more particularly known as the _____, according to the plat thereof recorded at Volume _____, Page _____ of the Real Property Records of Henderson County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, BAWSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Developer has requested BAWSC to provide such water service to the Property through an extension of BAWSC's water system, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the parties hereby acknowledge the sufficiency of which, Developer and WSC agree as follows:

1. **Engineering and Design of the Water System Extension.**

- (a) The Water System Extension shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of the BAWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by BAWSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the BAWSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the property based on plans for the development of the Property based on plans for the development of the Property provided to BAWSC by the Developer. BAWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the BAWSC, subject to the obligation to reimburse the Developer for any such oversizing as provided below.

2. **Required Easements or Rights-of-Way.**

- (a) Developer shall be responsible for dedicating or acquiring any easements across privately owned land, which are necessary for the construction of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way. The Developer will use the Corporation standard easement forms.
- (b) The easements acquired by the Developer shall be assigned to BAWSC upon proper completion of the construction of the Water System Extension. The validity of the legal instruments by which the Developer acquires any such easements and by which Developer assigns such easements to BAWSC must be approved by BAWSC's Board of Directors.

3. Construction of the Water System Extension.

- a) Developer shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the BAWSC. BAWSC may reject any bid.
- b) The Water System Extension shall be constructed in accordance with the approved plans and specifications as outlined in the Specification for Non-Standard Line Extension. BAWSC shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to BAWSC of the date on which construction is scheduled to begin so that BAWSC may assign an inspector. BAWSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. Dedication of Water System Extension to BAWSC.

Upon proper completion of construction of the Water System Extension and final inspection thereof by BAWSC, the Water System Extension shall be dedicated to the BAWSC by an appropriate legal instrument approved by BAWSC's Board of Directors. The Water System Extension shall thereafter be owned and maintained by BAWSC.

5. Cost of the Water System Extension.

- (a) Developer shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including without limitation to the cost of the following:
 - (1) engineering and design;
 - (2) easement or right -of-way acquisition;
 - (3) construction;
 - (4) inspection;
 - (5) attorneys' fees;
 - (6) governmental or regulatory approvals required to lawfully providing service.
- (b) Developer shall indemnify BAWSC and hold BAWSC harmless from all of the foregoing costs.
- (c) Provided, however, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by BAWSC.
- (d) If BAWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of BAWSC, BAWSC shall reimburse Developer for the additional costs of construction attributable to the oversizing, as determined by the BAWSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to BAWSC.

6. Service From the Water System Extension.

- (a) After proper completion and dedication of the Water System Extension to BAWSC, BAWSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of BAWSC and the payment of the following:
 - (1) All standard rates, fees and charges as reflected in BAWSC's approved tariff;
 - (2) Any applicable impact fee adopted by BAWSC;
 - (3) Any applicable reserved service charge adopted by BAWSC.

- (b) It is understood and agreed by the parties that the obligation of BAWSC to provide water service in the manner contemplated by this Agreement is subject to the issuance by the Texas Natural Resource Conservation Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of BAWSC is obtained, the Developer shall not:
 - (1) construct or install additional water lines or facilities to service areas outside the Property;
 - (2) add any additional lands to the Property for which water service is to be provided pursuant to this agreement; or
 - (3) connect or serve any person or entity that, in turn, sells water service directly or indirectly to another person or entity.

7. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this

Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. Notices.

Any notice to be given here under by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the BAWSC shall be addressed:

Cody Rayburn
General Manager
Bethel-Ash Water Supply Corporation
6435 State Highway 19 N.
Athens, Texas 75751

Any notice mailed to Developer shall be addressed:

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

9. **Severability.**

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

10. **Entire Agreement.**

This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

11. **Amendment.**

No amendment of this Agreement shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the BAWSC and the Developer, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

12. **Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Henderson County, Texas.

13. **Venue.**

Venue for any suit arising hereunder shall be in Henderson County, Texas.

14. **Successors and Assigns.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

15. **Assignability.**

The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the BAWSC.

16. **Effective Date.**

This Agreement shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

"BAWSC"

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____