

Non-Standard Service Agreement

Lindale Rural Water Corporation
P.O. Box 756, Lindale Texas 75771
Phone (903) 882-3335 Fax (903) 882-6822

Date: _____ # of Occupants: _____

Applicant's Name: _____

C/o Applicant: _____

Address Moving From: _____

Address Moving To:
(Service Address) _____

Mailing Address: _____

Email: _____

Phone #: _____

Cell Phone: _____

Driver's License # (Required) _____ (need copy)

Please CHECK if Property has
Well: _____
Sprinkler System: _____

Previous Owner: _____

**BY SIGNING THIS I UNDERSTAND THAT PAYMENT OF MY
WATER BILL IS DELINQUENT AFTER THE 15TH OF EACH
MONTH AND IS SUBJECT TO DISCONNECTION.**

Print: _____

Signature: _____

INFORMATION NEEDED ALONG WITH THIS APPLICATION:

- 1 WARRANTY DEED - DEED OF TRUST (PROOF OF OWNERSHIP)
- 2 MEMBERSHIP - \$100 CHECK OR MONEY ORDER
- 3 IDENTIFICATION CARD (DL OR STATE ID)

LRWSC Use Only

Meter # _____

Prev. Acct # _____

Route # _____

Pump # _____

Sequence # _____

Serial # _____

RFID # _____

Deposit: \$ _____

Start Read: _____

ACCT # _____

NON-STANDARD SERVICE AGREEMENT

THE STATE OF TEXAS)

COUNTY OF SMITH)

THIS AGREEMENT is made and entered into by and between Lindale Rural Water Supply Corporation, hereinafter referred to as "LRWSC" and _____, hereinafter referred to as "Developer".

WHEREAS, Developer is engaged in developing that certain _____ acres of land in Smith County, Texas more particularly known as the _____ Subdivision, according to the plat thereof recorded in Vol. _____, Page _____ of the Plat Records of Smith County, Texas, said land being hereinafter referred to as "the Property"; and

WHEREAS, LRWSC 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 that LRWSC provide such water service to the Property through an extension of LRWSC'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 sufficiency of which is hereby acknowledged by the parties, Developer and LRWSC 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 LRWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by LRWSC'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 LRWSC'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 provided to LRWSC by the Developer. LRWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of LRWSC, subject to the obligation to reimburse Developer for any such over sizing as provided by law.

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 Water System Extension and for obtaining any governmental approvals necessary to construct the Water System Extension in public rights-of-way.
- (b) Any Easements acquired by the Developer shall be assigned to LRWSC upon proper completion of the construction of the Water System Extension. The validity of the legal instruments by which the Developer acquired any such easements any by which Developer assigns such easements to LRWSC must be approved by LRWSC's attorney.

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 LRWSC. LRWSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. LRWSC shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to LRWSC of the date on which the construction is scheduled to begin so that LRWSC may assign an inspector.

4 Dedication of Water System Extension to LRWSC

After a period of two (2) years upon proper completion of construction of the Water System Extension and final inspection thereof by LRWSC, the Water System Extension shall be dedicated to LRWSC by an appropriate legal instrument approved by LRWSC's attorney. The Water System Extension shall thereafter be owned and maintained by LRWSC.

5 Cost of Water System Extension to LRWSC.

- (a) Developer shall pay all costs associated with the Water System Extension, including without limitation to the cost of the following:
 - (1) engineering and design;
 - (2) easement or right-of-way acquisition;
 - (3) construction;
 - (4) attorneys' fees;
 - (5) governmental or regulatory approvals required to lawfully provide service.

- (b) Developer shall indemnify LRWSC and hold LRWSC 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 LRWSC.
- (d) If LRWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of LRWSC, then LRWSC shall reimburse Developer for the additional costs of consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to LRWSC.

6 Service from the Water System Extension

- (a) After proper completion and dedication of the Water System Extension to LRWSC, LRWSC shall provide continuous and adequate water service to the Property, subject to all duty adopted rules and regulations of LRWSC and the payment of the following:
 - (1) All standard rates, fees and charges as reflected in LRWSC's approved tariff;
 - (2) Any applicable impact fee adopted by LRWSC;
 - (3) Any applicable reserved service charge adopted by LRWSC.
- (b) It is understood and agreed by the parties that the obligation of LRWSC 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, certifications or approvals required to lawfully provide such service.
- (c) Unless the prior approval of LRWSC is obtained, Developer shall not:

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 authority, insurrections, fires, riots, epidemics, landslide, lightning, earthquakes, 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 inabilities of either party, whether similar to those enumerated or otherwise, that are not within the discretion of the party having the difficulty and the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lookouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgement of the party having difficulty.

8 Notices

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected 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 Parcel Service with sufficient postage affixed. Any notice mailed to LRWSC shall be addressed:

LINDALE RURAL WATER SUPPLY CORPORATION
c/o GENERAL MANAGER
P.O. BOX 756
LINDALE, TX 75771

Any notice mailed to Developer shall be addressed:

Either party may change the address for notices 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 circumstances 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 LRWSC and the Developer, respectively, which amendment shall incorporate this Agreement in ever 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 Smith County, Texas.

13 Venue

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

14 Successors and Assigns

This Agreement shall be binding upon 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 LRWSC.

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 is duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

LINDALE RURAL WATER S.C.

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Lindale Rural Water Supply Corporation
Non Standard Service Application
NSSA Regulations

1 Approved Materials

All Materials provided on projects shall meet the following requirements unless previously approved by LRWSC staff.

A. Pipe

1. Water mains shall be DR-18 C-900 or C-909 PVC as manufactured by Certainteed, NAPCO, JM Eagle, Diamond Pipe, Pipelife Jet Stream, or approved equal.
2. Restrained joint pipe shall be by Certainteed or approved equal.
3. Service lines shall be 1" CTS SDR 9 / 250 PSI poly tubing as manufactured by Endot Industries or approved equal.
4. All long side service casing shall be 3" schedule 40 PVC.
5. Encased roadway crossings shall be DR18 C900 Certa-lok pipe unless not authorized by the Texas Department of Transportation. If Certa-lok is not allowed, steel casing meeting the specifications of TxDOT may be used.
6. All water mains and services shall be installed with 12 gauge solid copper tracer wire.

B. Gate Valves

1. Gate valves shall be used on all valves unless approved by LRWSC staff.
2. Approved manufacturers are Mueller or American Flow.
3. All gate valves shall be installed with 12 gauge solid copper tracer wire.
4. All valve boxes shall be adjustable cast iron valve boxes by Mueller, Tyler, or approved equal.

C. Fire Hydrants

1. Hydrants shall meet the requirements of AWWA C-502 with 4-1/2" pumper nozzle painted red.
2. Approved manufacturers are Mueller or American Flow.

D. Fittings

1. All fittings, valves, and fire hydrants shall be installed with restrained joints as manufactured by Tyler Union, Sigma, Star Pipe, or approved equal.
2. All fitting shall be short body ductile iron as manufactured by Tyler Pipe, Sigma, Star Pipe, American Cast Iron Co., or approved equal.
3. Tapping sleeves shall be mechanical type sleeve made of cast iron, steel, ductile iron as manufactured by Smith Blair, Tyler, or approved equal.

E. Services

1. 1" tapping saddles shall be Ford model no. S91.
2. 1" corporation stops shall be Ford model no. F1100-4-NL.
3. 1" curb stops shall be Ford model no. BA43-444W-NL.
4. Meter boxes shall be DFW1500.12.3T Jumbo box w/Blue Touch Read Lid or approved equal. Meter boxes shall have a 2" hole in the upper right corner with a center viewing door.

2 Installation

Plans shall bear the following notes:

- A. The contractor shall notify Lindale Rural Water Supply staff 48 hours prior to construction start at (903) 882-3335.
- B. The Contractor shall keep all pipe installations exposed until LRWSC staff has inspected the installation. Failure to do so will result in non-acceptance and the requirement to expose the installation for inspection.
- C. All water main shall be installed at a minimum 36" deep cover and shall not exceed 60" of cover unless approved by Lindale Rural Water Supply Corporation.
- D. All water mains shall be installed in a private 10 Ft easement dedicated to Lindale Rural Water Supply Corporation. No other utilities may utilize this easement.
- E. No sidewalks are allowed in LRWSC dedicated easements.
- F. Lindale Rural WSC will not be responsible for any improvements constructed within the Lindale Rural WSC dedicated easement.

2 General Notes for Developer/Engineer

- A. All intersections within a proposed development shall have a gate valve on all sides of the cross or tee fitting.
- B. Fire hydrants shall be installed per the fire code in both Lindale/Tyler ETJ and Smith County areas.
- C. Minimum line size is 6". 8" may be required based on line length and number of lots.
- D. Long side services on common lot lines can utilize the same PVC encasement.
- E. All developments will require engineered plans including but not limited to:
 - a. An overall site or utility plan showing the proposed streets, lots, and proposed utilities. The water main shall be clearly shown and labeled with all appurtenances including valves, services, encasements, fire hydrants, flush hydrants, and other required items. The Engineer may elect to provide detailed information on plan and profiles for the proposed street improvements.
 - b. Standard details for the proposed waterline information. The details shall include the above information and attached typical details. Deviations from these standards and details must be approved by LRWSC staff prior to construction.
- F. All duplexes/townhomes shall be served by a 1" or larger master meter (two residential units per meter).
- G. All trailer parks, apartment complexes, or RV parks shall utilize a master meter.
- H. All trailer parks and RV parks services shall be installed with a RPZ in hot box on the customer side of the meter.
- I. All water meters shall be installed to a depth of cover 12 inches per top of meter to meter box lid. The meter box lid shall be level with the ground.
- J. Backflow prevention shall be required in accordance with the City and/or County's current building codes.

Additional Notes for Consideration

- 1. Lindale Rural WSC may allow less than a 10' wide easement under special circumstances. This will be reviewed and approved on a case by case basis.
- 2. Member capital contributions shall be calculated by multiplying the 5/8" x 3/4" capital contribution rate by the meter size rate multiplier.

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

RIGHT-OF-WAY EASEMENT (Location of Easement Required)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20_____.

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____
_____.

(SEAL)

Notary Public, State of Texas

SECTION G: RATE AND SERVICE FEES

New Rates effective April 1, 2023

Base Rates

5/8"- 3/4" Meter	\$32.50
1" Meter	\$81.25
1 1/2" Meter	\$162.50
2" Meter	\$260.00
4" Meter	\$812.50

Commercial Buildings – will be a minimum 1" Meter or larger approved by LRWSC. Any Meter larger than 4" will be approved by the Board prior to Installation.

New Taps

5/8"-3/4" Meter	\$2,800.00	\$2,300.00 up front
1" Meter	\$2,850.00	\$2,350.00 up front
1 1/2" Meter	\$5,000.00	\$4,500.00 up front
2" Meter	\$5,600.00	\$5,100.00 up front
4" Meter	\$11,000.00	

Existing Tap Fee: 3/4" Meter \$1,750.00, 1" Meter \$1,800.00

All but \$500.00 is to be paid before we set the tap. You may pay the remaining balance out \$50.00 a month for 10 months on your water bill.

Water Prices

\$1.50 per 1000	0-2,000 gallons
\$3.50 per 1000	2,001-5,000 gallons
\$4.50 per 1000	5,001-10,000 gallons
\$5.50 per 1000	10,001-20,000 gallons
\$6.50 per 1000	20,001-30,000 gallons
\$7.50 per 1000	30,001-50,000 gallons
\$8.50 per 1000	50,001-90,000 gallons
\$9.50 per 1000	90,001 gallons and up

Billing Dates

Bill is sent	On or before 30 th
Bill is due	The 15 th
Late fee	After the 15 th
Disconnect	10 Days after 15 th

There is no late fee added to a balance \$15.00 or less.

Other Charges and Fees

Late Fee	\$10.00 after the 15 th of the month
Road Bore	\$800.00 and up
Line Extensions- 4" line	\$5.00 per foot and cost of materials
Line Extensions- 6" line	\$6.00 per foot and cost of materials
Tanker Fill Up (Bulk Water)	\$50.00 up to 2,000 gallons Over 2,001 gallons falls under Water Prices list
State Fee	.005% of your bill
Returned Check Fee	\$20.00
Disconnect Fee	\$25.00
Reconnect Fee	\$25.00
Membership	\$100.00
Meter Testing	\$50.00 if meter is bad, we pay it, if it is good, the Customer must pay it
Service Trip Fee	\$25.00/ Each Trip
Meter Change-Out	\$50.00
Move a Meter	3/4" & 1" \$1,100 --- 1 1/2" and up Actual Cost