



Memorandum for Record

Dated: March 19, 2019

To: All CCSUD Customers and Potential/Prospective Customers

From: CCSUD Management

Sub: Agreements/Contracts

In order to protect Crystal Clear Special Utility District (CCSUD) and CCSUD Customers and/or CCSUD Potential/Prospective Customers, any and all agreements for services and work will be required to be in writing. This includes but not limited to any/all line/system extensions and line/system upgrades/improvements, regardless of the amount of the costs to the CCSUD Customers and/or CCSUD Potential/Prospective Customers. CCSUD does **NOT** and will **NOT** honor any alleged verbal agreements in regards to any/all projects/upgrades. All agreements/contracts must include proper documentation and signatures of all parties involved or they will **NOT** be considered valid.

CCSUD Management

Customer Printed Name

Date

Customer Signature

.....
Received by:

CCSUD Staff Printed Name

Date

CCSUD Staff Signature



AGREEMENT FOR TEMPORARY WATER SERVICE

The service applicant indicated below ("Customer") has applied for water service from Crystal Clear Special Utility District ("District") at the service location indicated below. Under state public health and water utility service regulations [30 TAC 290.46(j)], District may not provide continuous potable water utility service to any new construction, to any existing service location where significant plumbing modifications have been made, or to any location where District has reason to believe that a cross-connection or other undesirable or unsafe condition exists until the service applicant or customer presents the District with an executed Customer Service Inspection Certificate ("C.S.I.") [30 TAC 290.47-Appendix D]. It is Customer's sole obligation and responsibility, at his/her expense, to have the necessary C.S.I. performed by a properly licensed inspector.

Notwithstanding this inspection requirement before permanent water service can be provided, District is allowed to provide Customer with temporary water service for construction purposes only. District agrees to provide such temporary construction water service as its standard rates and conditions of service upon Customer's agreement that:

1. The water service provided will be used for construction or landscaping purposes only.
2. The water provided **will not** be consumed by humans or animals.
3. Customer will notify District in writing when to initiate the temporary construction service.
4. Customer will notify District in writing when construction at the indicated service location has ended.
5. Customer agrees **not** to occupy or reside in the indicated service location until Customer has delivered a fully executed Customer Service Inspection Certificate to the District.

If Customer fails to abide by any provision of this agreement, water service to the indicated service location will be terminated and will not be restored under any circumstances until a fully executed Customer Service Inspection Certificate has been delivered to the District. Termination will be made without notice if, in the opinion of the District's licensed operator(s), Customer's service creates an immediate hazard to public health and safety. If no such hazard exists, Customer shall be notified and given a limited time to come into

compliance. District's state-approved reconnect fee will be charged as a condition of service restoration if temporary water service is terminated for breach of this agreement.

CUSTOMER NAME _____

CUSTOMER BILLING ADDRESS _____

CUSTOMER PHONE NUMBER(S) _____

SERVICE LOCATION _____

Entered into in _____ County, Texas on the _____
day of _____, 20_____.

Customer

Crystal Clear SUD Representative

Non-Discrimination Statement

"This institution is an equal Opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found on line at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442, or email at proqram.Intake@usda.gov ."



SERVICE APPLICATION

CCSUD REP. _____

Please Print:

DATE _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

CURRENT BILLING ADDRESS

PHONE NUMBER-HOME () _____ - _____

MOBILE () _____ - _____

EMAIL ADDRESS _____

CHECK BOX IF WE MAY EMAIL YOUR MONTHLY BILLS YES NO

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number.):

PREVIOUS OWNER'S NAME AND ADDRESS (IF TRANSFERRING MEMBERSHIP):

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPRINKLER SYSTEM YES NO

SPECIAL SERVICE NEEDS OF APPLICANT _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/ national origin of individual applicants on the basis of visual observation or surname.

Ethnicity Hispanic/ Latino
 Not Hispanic/ Latino
Gender: Male
 Female

Race: Black or African American
 White Asian
 Native Hawaiian/ Other Pacific Islander
 American Indian/ Alaska Native

Non-Discrimination Statement

PROOF OF OWNERSHIP PROVIDED BY _____ WARRANTY DEED (RECEIVED BY _____)

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District Use Only

Account Number _____
Project Number _____
Cost of Engineer Study _____ \$
Engineer Study Completion Date _____
Service Classification _____
Amount Paid _____ \$
Service Order Number _____
Customer Service Inspection Date _____
BPAT Required (Date) _____
Application Taken By _____



AGREEMENT made this _____ day of _____, 20____
between **CRYSTAL CLEAR SPECIAL UTILITY DISTRICT**, a District organized under the laws of
the State of Texas (hereinafter called the District) and _____
_____ (hereinafter called the Applicant).

The District shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Rules and Regulations of the District as amended from time to time by the Board of Directors of the District. Upon compliance with said policies, including payment of a Deposit Fee, the Applicant qualifies for service as a new applicant or as a transferee and thereby may hereinafter be called an Applicant.

The Applicant shall pay the District for service hereunder as determined by the District's Rules and Regulations and upon the terms and conditions set forth therein, a copy of which can be requested, Applicant acknowledges hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The District shall have the authority to discontinue service and cancel the Deposit of the Applicant not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees and conditions of service. At any time service is discontinued, terminated or suspended, the District shall not re-establish service unless it has a current, signed copy of this agreement.

Applicant, upon qualification for service under the terms of the District's policies, shall agree to pay the monthly charges for such service as prescribed by the District's Rules and Regulations. Any breach of this agreement shall give cause for the District to liquidate, as damages, the Deposit fees previously paid to defray any losses incurred by the District. If delivery of service to said location is deemed infeasible by the District as a part of this project, the Applicant shall be denied service with the District and the Indication on Interest Fee, less expense, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the District's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's Deposit Fees.

All water shall be metered by meters to be furnished and installed by the District. The meter and/or wastewater connection is for the sole use of the Applicant or Customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, businesses, or property, etc., is prohibited. _____

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Applicant's property at a point to be chosen by the District, and shall have access to its property and equipment located upon Applicant's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Applicant's property. The Applicant shall install, at their own expense, any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Applicant's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health and Safety Code and/or the District's Rules and Regulations and service policies. _____

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each Applicant of the restrictions which are in place to provide this protection. The District shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 0.2% lead may be used for the installation or repair of plumbing on or after May, 1991, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The District shall maintain a copy of this agreement as long as the Applicant and/or premises are connected to the public water system. The Applicant shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the District or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the District's normal business hours.

The District shall notify the Applicant in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspections. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance records shall be provided to the District as required. Failure to comply with the terms of this service agreement shall cause the District to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Applicant.

In the event the total water supply is insufficient to meet the needs of all the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Conservation Program as specified in the District's Rules and Regulations. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to water line breaks by District or like contractors, tampering by other Customers/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant shall grant to the District permanent recorded easement(s) dedicated to the District for the purpose of providing reasonable rights of access and use to allow the District to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities

necessary to serve the Applicant as well as the District's purposes in providing system wide service for existing or future Customers.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant is a Customer. Said guarantee shall pledge any and all Deposit Fees against any balance due the District. Liquidation of said Deposit Fees shall give rise to discontinuance of service under the terms and conditions of the District's Rules and Regulations. _____

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentations of the facts by the Applicant on any of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Rules and Regulations.

Applicant

Applicant

Date

Date

Non-Discrimination Statement

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NOTICE TO CUSTOMERS REGARDING CLOSED SYSTEMS

All new meter services may be installed with a dual check valve. The dual check valve prevents water from flowing backwards into the water main. This causes customers to have a closed system. In the event that a customer does not have a pop off valve on his/her water heater(s), the presence of a closed system could cause danger to the customer. Crystal Clear Special Utility District **IS NOT LIABLE** for any damages caused at a customer's property due to the customer's closed system. To find out if you have a closed system, call Crystal Clear SUD at 830-372-1031, or make sure your water heater has the pop off valve in place; either will protect your property.

State law also requires that vacuum breakers be installed on any faucet that a water hose may be attached to. These vacuum breakers are available at most plumbing supply companies.

ACCOUNT # _____ DATE _____

CUSTOMER (PRINT NAME) _____

SERVICE ADDRESS _____

CUSTOMER (SIGNATURE) _____

EXAMPLE: Simply leaving a hose, connected to a faucet, submerged in a sink or any other water basin, can create a serious health threat. When the faucet is left running, or when it leaks, a loss in pressure of the supply main can siphon contaminating materials back into the potable water system.



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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 Crystal Clear Special Utility District, (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 or less, more particularly described in instrument recorded in _____, in the Official Public Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20' in width, be located across said land as follows:

The easement herein conveyed shall run the length of the property line, parallel and adjacent to _____.

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 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 rights 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 successors or assigns, to remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the 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 line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 20' 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 Grantor's 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

ACKNOWLEDGEMENT
(Individual)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____ by
_____.

(SEAL)

Notary Public, State of Texas