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[www.crystalsystemstx.com](http://www.crystalsystemstx.com)

## Water Service Application and Agreement

Dear Customer,

Please take the time now to read this agreement/application and fill out the application page on [page 9](#) and return that page to us [within ten \(10\) Business days](#).

**Failure to return the completed application page within the allotted ten (10) days could result in your water service being terminated without notice. A reconnect fee will be charged to your account. You will then be required to provide us with the completed application and pay a reconnection fee to have your water service restored.**

**We have installed a smart meter and radio in the METER BOX (labeled water meter) on this property. The Meter Box is raised above ground level to accommodate all the electronic equipment and is not to be lowered. Please avoid driving and mowing over this meter box, any damage to this equipment could result in repair charges being applied to your account.**

We have adopted the 2018 International Plumbing Codes (IPC). All new plumbing and modification to existing plumbing systems are to be made in accordance to this Plumbing Code. Two important items are listed in Paragraph IV, subparagraphs B and C, and a special warning in Paragraph X concerning service connections that have or will have any type of Backflow Prevention Device attached to the Customer's Main Service Supply Line.

Should you have any questions concerning this application and agreement, please do not hesitate to contact our Business Office at the address and/or phone number listed above.

Sincerely

Crystal Systems Texas, Inc.

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# Crystal Systems Texas, Inc.

## Water Service Agreement

- I. General Provision:** Crystal System Texas, Inc. (hereafter called “Utility”) is required to deliver water to the Customer’s (hereafter called “Customer” or “Applicant”) side of the water meter or service connection which meets the potability and pressure standards of the Texas Commission on Environmental Quality (hereafter called “TCEQ”) and the Utility is also responsible for the prevention of contamination and pollution of the public water mains. Such responsibility begins at the point of origin of the public water and ends at the point of entrance to the customer’s water system. The Customer’s responsibility for maintenance and repair begins at the point of connection to the Utility’s meter or service connection. These restrictions are to ensure the public’s health and welfare. In addition, when service to an existing connection has been suspended, terminated, or transferred, the Utility will not reestablish service unless it has a signed copy of this agreement. The Utility will maintain a copy of this Agreement as long as the Customer and/or the premise are connected to the Water System or as required by State regulations and rules. Failure to comply with these provisions shall be grounds to terminate a Customer’s service.

All water will be measured by meters, which are furnished, installed, owned, and maintained by the Utility. The meter and/or connection are for the sole use of the customers to serve water to one dwelling, business, or property. The customers shall not share, resell, or sub-meter water to any other dwelling, business, or property, etc. without the specific written authorization of the utility and in compliance with applicable laws and regulations. All meters, water lines and other equipment furnished by the Utility (except the Customer’s individual service line from the point of connection to the Customer’s point of ultimate use) are and shall be the sole property of the Utility. Nothing contained herein shall be construed to reflect a sale or transfer of any meter, lines, or equipment of the Utility to a customer. All tap charges shall be for the privilege of connecting to the Utility’s distribution and/or collection lines and for installation, not purchase, of the Utility’s meters and lines.

- II. Plumbing Restrictions:** The following undesirable plumbing practices are prohibited by the TCEQ’s regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination will be isolated from the public water system by an airgap or an appropriate backflow prevention device (BPD).
  - B. No cross-connection between the public drinking water supply and a private water system is permitted unless there is an air gap or a reduced pressure- zone backflow prevention device (RPZ) at the service connection.
  - C. No connection that allows water to be returned to the public drinking water supply is permitted.
  - D. The presence of lead in drinking water is a health risk to people. This means that any pipe, pipe fitting plumbing fixture or flux used in installation or repair of any PWS, residential or non-residential facility which provides water for human consumption must be lead free as explained below accord to TCEQ rules.

- E. No pipe or pipe fitting which contains more than 8.0% lead exists in private distribution facilities installed on or after July 1, 1988 and prior to January 2, 2014. As of January 4, 2014, no pipe or pipefitting that contains more than .25% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
- F. No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988. As of January 4, 2014 no solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

**III: Plumbing Code:** The Utility has adopted the 2018 International Plumbing Code. Any extensions and/or new facilities shall comply with these codes and all standards established by the TCEQ.

**IV: Miscellaneous:**

- A. The piping and other equipment on the premises furnished by the Customer will always be maintained by the Customer in conformity with the regulations of all applicable regulatory authorities and the rules and regulations of the Utility.
- B. The Customer shall have or have installed and maintain a cut-off valve on the Customer's side of the meter and within three (3) feet from the meter. Such valve shall be contained in a box, readily accessible to the Customer and/or Utility personnel. The Customer's service line from the water meter to the point of use shall be no smaller than 5/8".
- C. If the Customer desires water service at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any TCEQ rule or order pressure standard, the Customer may install, at the Customer's expense, the equipment necessary for such reduction in pressure. It will be the Customer's responsibility to maintain such equipment in good repair and working condition.
- D. The Customer will allow this property to be inspected for possible cross-connections and other undesirable plumbing practices. Any such inspections shall be conducted at the option of the Utility.
- E. The Utility will notify the Customer in writing of any cross-connection of other undesirable plumbing practice and/or, which has been identified during the initial inspection or the periodic re-inspection.
- F. The Customer will immediately correct any undesirable plumbing practice on his premise.
- G. All new construction and all major remodeling will be inspected by a Certified Service Inspector prior to being granted Permanent water service. The Utility will provide this service free of charge; however, the Customer can at their expense hire a Certified Service Inspector to perform this inspection. A copy of the service inspection will be provided to the Utility if the inspection is performed by anyone other than the Utility's Certified Inspector, agent or representative.
- H. The Customer will, at his expense, properly install, test annually, and maintain any backflow prevention device required by the Utility and/or the TCEQ's rules and regulations. Copies of all testing and maintenance records will be provided to the Utility within ten (10) days.
- I. In the event the Utility discovers strong evidence indicating a major leak may be occurring within the Customer's plumbing, and the Customer cannot be readily contacted, then the Utility may, at its option, but not obligated to, temporarily disconnect the water service until such time as the Customer can be notified.
- J. All hose bibs shall have functional vacuum breakers permanently affixed. All Backflow Prevention Devices will be installed according to TCEQ Rules and Regulations.
- K. Customers with private swimming pools that have automatic fillers shall have an air gap, Reduced Pressure Zone (RPZ) or a Pressure Vacuum Breaker (PVB). Customers with public swimming pools that have automatic

fillers shall have an air gap or Reduced Pressure Zone (RPZ) device to protect the Public Drinking Water Purveyor from backflow. All Backflow Prevention Devices have to be tested upon installation and test results submitted to us within ten (10) business days

- L. Any customer Harvesting Five Hundred (500) gallons or more of rainwater that is connected to a public water system for a backup supply shall have an Air Gap or a Backflow Prevention Device (BPD) installed at the storage facility for separation of the rainwater and public water system. Cost of the BPD and installation is the responsibility of the Customer.

**V. On-Site Sewage Systems Facilities:** All On-Site Sewer Facilities must be installed and maintained in accordance with 30 TAC 285. Discharged water (effluent) cannot be discharged or applied above ground within ten (10) feet of the Utilities mains, service lines or meter boxes.

**VI. Irrigation Systems:**

- A. All Irrigation Systems must be installed and maintained by a Licensed Irrigator, Licensed Plumber, or the Property Owner (if this is the owner's primary residence) in accordance with 30 TAC 344.30.
- B. All Irrigation systems must have a Texas Commission on Environmental Quality (TCEQ) or equivalent approved Backflow Prevention Assembly and isolation valve at the point of connection of the irrigation system to the customer's private plumbing. If the Backflow Prevention device was installed prior to 2009 it can remain in place as long as it is in good working condition and tested annually.
- C. When the Backflow Prevention Assembly can no longer be repaired in line, then it must be upgraded to;
  - 1. A Reduced Pressure Principal Assembly (RPBA) or sometimes referred to as a Reduced Pressure Zone (RPZ) when there is an On-Sight Sewer Facility (OSSF) on site
  - 2. Or a Testable Double Check Valve Assembly (DCVA) when no OSSF or other health hazard is on site.
- D. All Backflow Prevention Assemblies must be tested upon installation and then tested annually thereafter. All test results must be provided to the Public Water Utility within ten (10) Business Days.

**VII. Limitation on the Utility's Product/Service Liability:** The Utility will not accept liability for any injury or damage to individuals or to their properties occurring on the customer's side of the meter when the water delivered meets the potability and pressure standards of the TCEQ. The Utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruption of or fluctuations in water service whatever the cause. The Utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God (2) acts of third parties not subject to the control of the utility if the Utility has undertaken such preventative measures as are required by TCEQ rules, (3) electrical power failures in water systems not required by TCEQ rules to have auxiliary power supplies, or (4) termination of water service pursuant to the Utility's tariff and TCEQ rules.

**VIII. Paving Restrictions:** Customers shall not allow the paving of concrete or other masonry services to cover water mains, service lines or meter installations unless the following steps are taken:

- A. The Customer will not construct or have constructed any concrete, stone, or masonry driveway, footing foundation, drainage conduit or any type of permanent structure over or around the Utility's service lines, main lines, meters, or appurtenances without written approval from the

Utility. If approved, expansion joints will be installed and approved by the Utility so that it will allow the Utility ready access to its facilities for repair and/or replacement.

- B. Petitions for approval shall be submitted in writing and accompanied by a scaled site plan showing all proposed improvements and their location. The Utility reserves the right to “reject” or “approve” such plans with modifications.
- C. The Utility is to be contacted no less than 48 hours before the paving commences.

**IX. Right of Access and Easement:** The Utility has the right to set the water meter and pipe necessary to connect the meter on the property of the customer at a point mutually agreeable by both the Utility and the customer. The Utility will have the right of access to the Customer’s premises at all reasonable times for the purpose of installing, inspecting, reading of meter or repairing water mains or other equipment used in the connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the Utility’s system, including inspections of the Customer’s plumbing for code, plumbing or tariff violations. Any damage to Utilities meters, radios, piping and/or main by the Customer or Customer’s agents will be repaired by the Utility and the Customer shall reimburse the Utility for said repairs. If the customer does not have a designated easement, the customer agrees to grant the utility an easement/right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary for the provision of utility service to that customer.

**X. Temporary Service:** Upon appropriate application and review of the building or remodeling permit, the Utility may allow temporary water service to the facility. The newly installed service or existing connection may be required to be fitted with an appropriate backflow prevention device contained in an approved inspection vault for the described facility. For example:

- A. Residences located adjacent to lakes or ponds will have appropriate testable backflow prevention devices installed.
- B. Certain residences that have been determined by the Utility as having cross connection risk shall have the appropriate Reduced Pressure (RP) device installed.
- C. Any facilities or residence with health hazard potential will be required to have a Reduced Pressure Zone Assembly (RPZ) for permanent water service.

**Warning if a Double Check Valve (DVC), Backflow Prevention Device (BPD) or Reduced Pressure Zone Assembly (RPZA) is installed in your Plumbing System there is a possibility the THERMAL EXPANSION CAPABILITIES will be lost. Please check with your Plumber about protection of your Water Heater and Plumbing System.**

**XL. Inspection and Hazard Classification:** All newly constructed or modified plumbing shall be inspected upon completion of construction by the Utility’s Certified Inspector, Agent or Representative. No non-licensed person may complete any construction or modifications on any Customer’s plumbing being serviced by the Utility. A violation of this provision may result in immediate disconnection. Anything found not in compliance or to be a known hazard will be noted and must be brought into compliance within a stated amount of time before permanent service is allowed. If compliance is not achieved, service will be subject to all the following:

- A. Immediate disconnection.
- B. Notification of plumbing discrepancies to the Texas State Board of Plumbing Examiners. In all cases whereby the Customer’s licensed plumber is required to certify his/her work, then the

Service Inspection Certification form must be completed, signed by the licensed plumber, and returned to the Utility within ten (10) days following completion of the construction or modifications. Failure to comply with this provision may result in immediate disconnection.

- C. Denial of permanent service until inspection reveals all noncompliance or unprotected hazards have been eliminated.

**XII. Fire Protection:** The Utility is not required by law and does not provide fire protection or firefighting services. The Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) water or water pressure (or lack therefore) during fire emergencies. The Utility neither possesses nor claims to possess knowledge or expertise in firefighting or the requirements of firefighting. At the time this document was revised all existing Fire Hydrants meet or exceed the minimum flow rates and residual water pressure requirements set out by State Law.

**XIII. Billing:** All meters are read and billed monthly. Bills are due sixteen (16) days from the date mailed. Termination notices may be issued beginning on the seventeenth (17) day and service could be terminated if the balance is not paid in full within ten (10) days from the date mailed. If the Customer is unable to make payment of a bill, the Customer must contact the Business Office prior to the termination date for consideration of an extension of payment. There is no obligation on the part of the Utility to provide any such assistance.

**XIV. Enforcement:** If the Customer fails to comply with the terms of the Service Agreement/Application, the Utility shall, at its option either terminate service or properly install, test and maintain any required equipment needed to the Customer's service to be in compliance. Any expenses associated with the enforcement of the Agreement will be billed and paid by the Customer.

**XV. Assignment:** No application, agreement or contract may be assigned or transferred without written consent of the Utility.

**XVI. Payment Methods:**

- A. We accept payments in the form of checks, cashier's check, and money order via the US Postal Service.
- B. Cash payments are accepted in our Business Office at 225 S. College Ave, Tyler, TX, along with checks, cashier's checks, and money orders.
- C. We do not accept Credit or Debit Cards in our Business Office.
- D. We accept payments by Credit Card or E-Check on our website.
- E. Please do not mail cash.

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# Crystal Systems Texas, Inc.

## Water Service Application and Agreement

Fax: 903-592-2793

Date of Application: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date to begin Service: \_\_\_\_/\_\_\_\_/\_\_\_\_

Account Number: \_\_\_\_\_

Service Deposit Required: Y/N Amount: \_\_\_\_\_

If yes: Date Paid: \_\_\_\_/\_\_\_\_/\_\_\_\_ Paid by: Cash \_\_\_\_ Check \_\_\_\_ Money Order \_\_\_\_

Transferred from Account #: \_\_\_\_\_ (If Applicable) Date of Transfer: \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant's First Name: \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Spouse's First Name: \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Service Address (911 Address): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_ Work Telephone #: \_\_\_\_\_ Other #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Applicant's Place of Employment: \_\_\_\_\_

Applicant is: Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

If Tenant:

Landlord's Name: \_\_\_\_\_

Landlord's Telephone Number: \_\_\_\_\_

Party responsible for payment of service bills: Tenant: \_\_\_\_\_ or Landlord: \_\_\_\_\_

AGREED AND ACCEPTED ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Printed Name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

**ALL FIELDS MUST BE FILLED IN BY APPLICANT AND SIGNED**