



Check List for New Customers

Instructions for completing forms for Water Service

☐ Customer Service Application

- To include all person(s) that need/require to be on CCSUD water account. (If you are not on the application, you will not be on the account and CCSUD will not be able to speak with you regarding any questions/concerns you may have.)

☐ Standard Service Agreement

☐ Agreement for Temporary Water Service

☐ Right-Of-Way Easement

- Must be signed as a condition for service
- Not required for every customer, CCSUD will assess the Deed/Exhibit of the property. Additional information may be required
- This needs to be signed in front of a notary
- The original signed document needs to be turned into office

☐ Ownership Documents

- Acceptable documents include: Warranty Deed, Warranty Deed w/ Vendors Lien, Guarantee Deed, Executor Deed or Specialty Deed
- Must include the names of the Buyer(s) and Seller(s), service address and the signature page of the Buyers and Sellers or Closing Officer or Escrow Secretary.

☐ Photo ID's

- Must include all photo IDs for anyone listed on the Customer Service Application
- Acceptable proof of IDs include: Driver License, identification certificate, current United States passport, foreign passport, or current United States military identification.

☐ Applicable Fees

- Must be paid by **check, money order, cash or cashier's check only.**

Deposit*	Easement Admin Fee \$70
Installation*	Wastewater Deposit \$100
Connection Fees*	Admin Fee \$50
Water Acquisition Fee*	Transfer Fee \$50

(*) Price determined by meter size

You can submit this form:

Electronically to customerservice@crystalclearsud.org

By mail to 2370 FM 1979 San Marcos, Texas 78666

In person to our office located at 2370 FM 1979 San Marcos, Texas 78666

Please call Crystal Clear Special Utility District if you have any questions concerning this information, office hours Monday – Friday 7:00AM to 5:00PM.

Customer Service Application

NOTE: THIS FORM MUST BE COMPLETED BY OWNER ONLY

Please Print:

Date: _____

Applicant or Company Name: _____

Co-Applicant/Spouse Name: _____

Service Location/Address: _____

(include subdivision with lot number)

County of property: _____

Billing Address: _____

Email Address: _____

Phone: Home (____) ____ - ____

Driver License No: _____ State: _____

Cell (____) ____ - ____

What will be the primary usage of water? ☐ Residential ☐ Commercial ☐ Irrigation ☐ Other _____

Acreage: _____

Livestock ☐ Yes, Number: _____ ☐ No

Sprinkler System: ☐ Yes ☐ No

Septic System: ☐ Yes ☐ No

Private Well: ☐ Yes ☐ No

Swimming Pool: ☐ Yes ☐ No

Closing/Effective Date: _____

Signature

Date

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 or Latino ☐ Not of Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaskan native
☐ Asian ☐ Native Hawaiian or Other Pacific Islander

Gender: ☐ Male ☐ Female

Standard Service Agreement

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 (Applicant) _____ (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 here under 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 acknowledge 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 the agreement, an indication of interest fee shall be of an amount equal to the District's Deposit Fee.

X_____ 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.

X_____ 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 of pollution which could result from improper practices.

The 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. Closed System Information: All 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 customers water heater(s), the presence of a close system could cause danger to the customer. CCSUD is not liable for any damages caused at a customer's property due to the customer's closed system. (See picture below)



- E. 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.
- F. 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.

X_____ 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.

X_____ 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 Applicant. CCSUD does NOT and will NOT honor any alleged verbal agreements in regard to any/all projects/upgrades. All applications/agreements must include proper documentation and signatures of all parties involved or they will NOT be considered valid.

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 of the terms and conditions of the District's Rules and Regulations.

Signature

Date

Signature

Date

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 online 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 program.intake@usda.gov.

Agreement for Temporary Water Service

The service Applicant has applied for water service from Crystal Clear Special Utility District ("District") at the service location indicated in application. Under state public health and water utility service regulations [30 TAC 290.46], 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."). 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 Applicant'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 Applicant 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 may be charged as a condition of service restoration if temporary water service is terminated for breach of this agreement.

Signature

Date

Signature

Date

District Use Only

☐ New Service ☐ Transfer ☐ Re-Install

Application Taken By: _____

Date of Application: _____

Account Number: _____

Amount Paid: _____

Date Paid: _____

Service Order Number: _____

☐ Deed ☐ D.L. ☐ Customer Service Application
☐ Standard Service Agreement ☐ Right-Of-Way Easement



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”), attached to and made part of that certain RIGHT-OF-WAY EASEMENT (EASEMENT”) dated the ____ day of _____ 20____, by and between _____ and, _____, (“Grantors”, whether one or more), whose address is _____, Texas _____, and Crystal Clear Special Utility District (“Grantee”) whose address is 2370 F.M. 1979, San Marcos, Texas, 78666.

1. **Purpose:**

To serve as notice to the “Grantor(s)” that this “MOU” will be in addition to the terms of the Easement.

2. **Mutual Understandings:**

As part of CCSUD’s rules and regulations an easement is required to be executed and notarized before receiving services. The parties agree to signing a blank easement to proceed with the transfer and does understand that the only edit to be made to the blank easement is the name, property deed information, and street name. CCSUD will provide a copy of the easement once filed via customers request in email or mail.

3. **Terms:**

This “MOU” shall commence on the effective date and will continue indefinitely.

The parties have executed this Memorandum of Understanding this effective date of the ____ day of _____, 20____.

For Grantor:

For Grantee:

Signature

CCSUD Staff Print

Signature

CCSUD Staff Signature

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called “Grantor”, whether one or more), whose mailing address is _____, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by **Crystal Clear Special Utility District** (hereinafter called “Grantee”), whose mailing address is 2370 FM 1979, San Marcos, Texas 78666, 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, exclusive easement with the right to survey, establish, lay, construct, reconstruct, install, realign, modify, replace, improve, add, alter, substitute, operate, maintain, access, inspect, patrol (by surface or air), protect, repair, change the size of, relocate, abandon in place, and remove at will, in whole or in part, water and/or sewer distribution, transmission, service or collection lines and appurtenances, over, under, along, and across that tract of land owned by Grantor, being more particularly described in that certain **Deed** _____, **by and between** _____, **as Grantor, and** _____, **as Grantee, dated** _____, **recorded in Instrument No.** _____ **in the Real Property Records of** _____ **County**, together with the reasonable right of ingress and egress over Grantors’ adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall be twenty feet (20’) in width, being located across said land as follows:

The easement herein conveyed shall run the length of Grantor’s property line, parallel and adjacent to _____
(the “Permanent Easement Area”).

In addition to the Permanent Easement Area granted above, Grantor also grants, bargains, sells, transfers, and conveys to Grantee a temporary workspace easement, which shall be twenty feet (20’) wide and shall run adjacent and parallel to the Permanent Easement Area (the “Temporary Workspace Area”). The Temporary Workspace Easement shall be in effect from time to time only so long as Grantee is actively exercising any of the rights granted herein; and, except when said activities are actively exercised from time to time, the Temporary Workspace Easement shall revert to the sole ownership and control of Grantor. Grantee shall also have the right to use such portion of the remainder property along and adjacent to the Permanent Easement Area and Temporary Workspace Area as may be reasonably necessary in connection with the exercise of Grantee’s rights granted herein. Grantor reserves the right to enter upon and use the Permanent Easement Area and the Temporary Workspace Area, for all lawful purposes and to erect improvements thereon, including driveways made out of any material, but in no event shall Grantor use the Permanent Easement Area or Temporary Workspace Area in any manner which interferes in any material way or is inconsistent with the rights granted hereunder. Grantor shall be responsible for any damages that result to Grantee’s improvements when exercising Grantor’s retained rights.

Grantee shall have such other necessary and/or convenient rights for the full enjoyment of this Right-of-Way Easement, including but not limited to (1) the reasonable right of ingress and egress over and across Grantor’s adjacent lands; (2) the reasonable right from time to time to remove any and all paving, undergrowth, trees, vegetation, fencing (and to place gates in removed fencing), and other obstructions that may injure Grantee’s facilities and appurtenances or interfere with the rights granted herein at no cost to Grantee; and (3) the right to abandon-in-place any and all water and/or sewer distribution, transmission, service, or collection lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the Permanent Easement Area hereby granted abuts on a public road and either (i) Grantor dedicates or conveys the Permanent Easement Area in whole or in part to the owner of such public road; or (ii) the owner of such public road hereafter widens or relocates the public road so as to require, in Grantee’s sole discretion, the

relocation of Grantee's improvements, Grantor further grants, bargains, sells, transfers, and conveys to Grantee an additional easement equal to the size of the Permanent Easement Area over and across Grantor's remaining property and adjacent to the widened or relocated public road for the purpose of laterally relocating Grantee's improvements as may be necessary to clear the road improvements. Grantee's relocated permanent easement will then be twenty feet (20') in width running the length of Grantor's new property line, parallel and adjacent to the widened or relocated road's new right-of-way. Once relocated, this easement shall be considered the Permanent Easement Area in all respects (including but not limited to its exclusivity), and Grantee shall have the same rights, and Grantor the same obligations, with respect to the relocated easement as to the Permanent Easement Area.

Notwithstanding anything in this Agreement to the contrary, Grantee may, in the future, lay and construct additional pipelines and/or appurtenances within the Permanent Easement Area, and any additional pipelines and/or appurtenances will be subject to the same rights as the initial pipelines and/or appurtenances installed within the Permanent Easement Area.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the improvements referred to herein and Grantee will maintain such Permanent Easement Area in a state of good repair and efficiency so that no unreasonable damages will result from its use of the Permanent Easement Area. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors, and assigns. Grantor covenants that Grantor owns 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 Permanent Easement Area and Temporary Workspace Area herein granted to Grantee, and 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.

This Right-of-Way Easement as written covers all the agreements and stipulations between the parties with respect to its content and no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof nor can be unless made in writing and executing by all the parties hereto.

This Right-of-Way Easement may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Right-of-Way Easement Agreement and all the execution and acknowledgment pages may be aggregated into one counterpart for recordation purposes.

In the event any one or more covenants, clauses or provisions of this Right-of-Way Easement shall be held invalid or illegal, such invalidity or unenforceability shall not affect any other provisions of this Right-of-Way Easement, all of which will be enforced in accordance with its terms.

IN WITNESS WHEREOF the said Grantor executed this instrument effective this _____ day of _____, _____ regardless of the date of the acknowledgment.

Printed Name

Printed Name

Signature

Signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____.

Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____.

Notary Public, State of Texas