

TYLER UTILITIES SERVICE AGREEMENT (Revised February 2026)

This service agreement covers your relationship with Tyler Utilities, a municipal utility franchise owned by the City of Tyler, Texas, and you, our customer. By using our services, you agree to and are bound by the following:

1. Confidentiality

Except as provided in 182.054 of the Texas Utilities Code, your utility account information, including address, phone number, and usage or billing details, is considered confidential by law under Texas Utilities Code Section 182.052. Customers may authorize disclosure of such information to the public or designated parties by submitting a written request. The authorization may be rescinded at any time by providing Tyler Water Utilities with a written request to reinstate confidentiality. Additionally, under Utility Code Section 182.054, Tyler Utilities may disclose customer information to law enforcement or any other governmental entities acting in their official capacity without prior notice to the customer.

2. Billing & Payments

All outstanding bills must be paid on time at regular monthly intervals by the noted due date. Tyler Utilities reserves the right to deny service to any customer who owes a past-due amount on a prior account until the amount is paid in full. If it is uncovered that a past-due amount exists after an account is opened, Tyler Utilities reserves the right to add that past-due balance to the current opened account. Customers further agree that they are responsible for all amounts due until they terminate service. Failure to make timely payments may result in late fees and/or termination of service.

3. New Accounts

A one-time \$50 connection fee will be assessed for all new accounts and will appear on the first bill.

4. Service Initiation

Customers agree that all water sources (such as faucets, spigots) must be turned off before service is started. Customers are encouraged to be on-site during activation; if not, they may sign a release form. If the meter indicates water running inside and the customer is absent, service will be turned off, and a notice will be left. If we must return to restore service, a \$25 return trip will apply.

5. Responsibility

Customers remain responsible for all outstanding balances, regardless of whether a statement is received by mail. The City of Tyler and Tyler Utilities are not responsible for lost or misdirected mail or for delays by the United States Postal Service. Customers may enroll in paperless billing at no cost, which delivers statements electronically via email or mobile device.

6. Electronic Billing

By opting into paperless electronic billing, customers will no longer receive paper bills by mail. Customers must promptly notify Tyler Utilities of any changes to their email address. Tyler Utilities and the City of Tyler are not liable if a bill is sent to the wrong email address due to the customer's failure to update contact information. Customers may cancel paperless billing at any time.

Customers understand and agree that:

- There is no expectation of privacy for billing emails; electronic communications may be intercepted. Tyler Utilities and the City of Tyler are not responsible for unauthorized access, viewing, or interception of emailed bills.
- Customers remain responsible for all charges, even if an emailed bill is not received.

7. Sharing of Information

The City of Tyler and Tyler Utilities will not disclose or share customer information with any third party, except as required by law.

8. Tampering

Customers agree not to tamper with, damage, or interfere with any part of the water utility system, including meters, meter seals, valves, service connections, or other appurtenances. Under the City of Tyler Code of Ordinances:

- **Sec. 19-70:** Only authorized City employees or contractors may tap water mains, make connections, or install service equipment.
- **Sec. 19-28:** Bypassing or interfering with a water meter, diverting water, or preventing accurate registration of water usage is unlawful and constitutes a misdemeanor.
- **Sec. 19-29:** Malicious or willful interference with the water system is prohibited.

Violations may result in:

- **Reimbursement of actual costs** for labor, materials, and repairs.
- **Disconnection of Service** until compliance and payment are satisfied.
- **Criminal prosecution** under City ordinance and Texas Penal Code §28.03(b)(3)(B) [which addresses tampering with a public water system].

9. Restrictions

Customers agree to comply with all applicable state, federal, and municipal regulations, including those enforced by the Texas Commission on Environmental Quality (TCEQ), the Safe Drinking Water Act (SDWA), and Tyler City Code Sec. 19-37, as follows:

1) Cross Connection & Backflow

- a. Prohibited: Any direct or cross-connection between the public water supply and potential sources of contamination or a private water system.
- b. Prohibited: Any connection that allows water, or other materials, to flow back into the public water supply, increasing the risk of contamination.

2) Lead Content Restrictions

- a. Pipes and fittings used in public water systems or plumbing connected to them must contain no more than 0.25% lead by weighted average across wetted surfaces.
- b. Solder and flux must contain no more than 0.20% lead.

10. Inspections/Access to Meters

Customers agree to grant access to their property under the following conditions:

- **Cross-Connection & Contamination Inspections**

Before service activation, after any major plumbing changes, or when contamination concerns arise, the Division may inspect cross-connections and contamination risks per **Sec. 19-37(a)** of the Tyler City Code. If a required backflow prevention assembly is missing, improperly installed, or untested, Tyler Utilities may discontinue service until the hazard is corrected.

- **Meter Access for Service & Inspection**

Per **Sec. 19-17**, the City's authorized inspector may enter the property to inspect or service water meters and related infrastructure at any time, including for billing, inspection, maintenance, or disconnection purposes.

11. Compliance

Customer agrees to promptly correct any identified hazards, and at their own expense, install, test, and maintain all required backflow prevention assemblies. Customer must provide test records to Tyler Utilities upon request.

12. Entire Agreement

A signed copy of these terms and conditions will remain on file until the customer or property is disconnected from the water system. Tyler Utilities reserves the right to amend this agreement at any time. Notice of changes will be posted on the City's official website at www.cityoftyler.org. Continued use of utility services after such notice constitutes acceptance of all current and future amendments.