

MEMORIAL POINT UD SERVICE AGREEMENT

*Service Address _____ *City _____

*Zip Code _____ *Mandatory field

Return to via Email: StartService@inframark.com Fax- 281-394-4530

- I. **Purpose:** The Water system is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this Service Agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before service will begin. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this Service Agreement.
- II. **Plumbing Restrictions:** The following undesirable plumbing 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 threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - 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 installation of an air-gap or a reduced pressure-zone backflow prevention device.
 - C. No connection which allows water to be returned to the public drinking water supply is permitted.
 - D. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
 - E. No solder of flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **Service Agreement:** The following are the terms of the Service Agreement between the Water System and _____ (the "Customer").
- A. The Water System will maintain a copy of this Service Agreement as long as the customer and/or premises are connected to the Water System.
 - B. The customer shall allow their property to be inspected for possible cross-connections, after any major changes to the private plumbing facilities or if any unacceptable plumbing practices exist. These inspections shall be conducted by the Water System or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Water System's normal business hours.
 - C. The Water System shall notify the customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or periodic inspections.
 - D. The customer shall immediately correct any undesirable plumbing practice on the premises.
 - E. The customer shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.
 - F. Customer understands and agrees that the district does not guarantee any specific quantity or pressure of water for any purpose whatsoever and that the District is not liable to customer for failure or refusal to furnish any particular amount or pressure of water to Customer at any time.
 - G. The Customer's first bill shall be based upon a full billing cycle, regardless of what day during such billing cycle Customer initiates service. Each billing cycle begins on approximately the 5th day of the month.
- IV. **Enforcement.** If the customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, 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 Service Agreement shall be billed to the customer.

Print Name: _____

Signed: _____ Date: _____

Confidentiality Agreement

Dear Customer:

Your utility district has had a policy of keeping customer information confidential when possible. Utility districts are political subdivisions of the State of Texas and under the Open Records Act, must open all of our records to anyone who asks to review them. The Texas Legislature has limited the availability of customer information through House Bill No. 859. This bill states that customers of the District have the right to request confidentiality of their names, addresses, telephone numbers and social security numbers as part of the District's account records.

If you wish your personal information be kept confidential, please indicate below and return this form in the return envelope that has been provided for your convenience. If you do not return this form, your personal data will continue to be subject to scrutiny under the Open Records Act.

_____ Yes, I would like my personal data to be kept confidential.

*Depending on the District there could be a one-time fee in association with processing this request

Printed Name: _____

Service Address: _____

Account Number: _____

Signature: _____ Date _____

CONFIDENTIALITY OF CUSTOMER INFORMATION

Sec. 182.051. DEFINITIONS. In this subchapter:

- (1) "Consumer reporting agency" means a person who, for a monetary fee or payment of dues, or on a cooperative nonprofit basis, regularly engages in the practice of assembling or evaluating consumer credit information or other information relating to consumers in order to furnish a consumer report to a third party.
- (2) "Governmental body" has the meaning assigned by Section [552.003](#), Government Code.
- (3) "Government-operated utility" means a governmental body or an entity governed by a governmental body that, for compensation, provides water, wastewater, sewer, gas, garbage, electricity, or drainage service.
- (4) "Personal information" means an individual's address, telephone number, or social security number.

Sec. 182.052. CONFIDENTIALITY OF PERSONAL INFORMATION. (a) Except as provided by Section [182.054](#), a government-operated utility may not disclose personal information in a customer's account record, or any information relating to the volume or units of utility usage or the amounts billed to or collected from the individual for utility usage, if the customer requests that the government-operated utility keep the information confidential. However, a government-operated utility may disclose information related to the customer's volume or units of utility usage or amounts billed to or collected from the individual for utility usage if the primary source of water for such utility was a sole-source designated aquifer.

(b) A customer may request confidentiality by delivering to the government-operated utility an appropriately marked form provided under Subsection (c)(3) or any other written request for confidentiality.

(c) A government-operated utility shall include with a bill sent to each customer:

- (1) a notice of the customer's right to request confidentiality under this subchapter;
- (2) a statement of the amount of any fee applicable to the request; and
- (3) a form by which the customer may request confidentiality by marking an appropriate box on the form and returning it to the government-operated utility.

(d) A customer may rescind a request for confidentiality by providing the government-operated utility written permission to disclose personal information.

(e) A governmental body as defined by Section [552.003](#), Government Code, may withhold information prohibited from being disclosed under this section without the necessity of requesting a decision from the attorney general under Subchapter G, Chapter [552](#), Government Code.

Sec. 182.053. FEE. A government-operated utility may charge each customer who requests confidentiality under this subchapter a fee not to exceed the administrative cost of complying with the request of confidentiality.

Sec. 182.054. EXCEPTIONS. This subchapter does not prohibit a government-operated utility from disclosing personal information in a customer's account record to:

- (1) an official or employee of the state, a political subdivision of the state, or the United States acting in an official capacity;
- (2) an employee of a utility acting in connection with the employee's duties;
- (3) a consumer reporting agency;
- (4) a contractor or subcontractor approved by and providing services to the utility, the state, a political subdivision of the state, or the United States;
- (5) a person for whom the customer has contractually waived confidentiality for personal information; or
- (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Sec. 182.055. NO CIVIL LIABILITY FROM VIOLATION. A government-operated utility or an officer or employee of a government-operated utility is immune from civil liability for a violation of this subchapter.