



PORT O'CONNOR IMPROVEMENT DISTRICT CUSTOMER APPLICATION PACKET

Contents:

- **Application**
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- **Customer Service Agreement**
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- **TCEQ - Customer Service Inspection Certificate Form**

*** Current Rules and Regulations will be distributed as separate document**

PORT O'CONNOR IMPROVEMENT DISTRICT APPLICATION FOR WATER AND SEWER SERVICE
39 DENMAN DRIVE • P.O. BOX 375 • PORT O'CONNOR, TEXAS • 77982
(PHONE) 361-983-2652 • (FAX) 361-983-2235

Requested Meter: <input type="checkbox"/> ¾ INCH <input type="checkbox"/> 1 INCH <input type="checkbox"/> Other (please specify) _____	Type of Application <input type="checkbox"/> Single Family Residence <input type="checkbox"/> Multi Family Residence <input type="checkbox"/> Commercial <input type="checkbox"/> RV Park <input type="checkbox"/> Other (Please Specify) _____	Service Requested: <input type="checkbox"/> Water <input type="checkbox"/> Sewer Deposits (Refundable at Disconnect) <input type="checkbox"/> \$100 Water <input type="checkbox"/> \$100 Sewer
Work Order# _____		
Date to Begin Service _____		

Please Check: ☐ MALE ☐ FEMALE ☐ HISPANIC ☐ NON-HISPANIC

☐ WHITE ☐ BLACK ☐ ASIAN ☐ NATIVE INDIAN ☐ PACIFIC ISLANDER ☐ OTHER

REQUIRED BY THE FEDERAL GOVERNMENT FOR DEMOGRAPHIC PURPOSES

Applicant's Name:	Applicant is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Other
Street Address for POC:	Property Owner's Name:
Lot and Block Legal Description in POC:	Property Owner's Address:
Billing Address:	Applicant's Phone No.:
Billing Address City, State & Zip:	Applicant's Cell No:
Applicant's Driver's License #:	Work Phone:
Spouse's Name:	Other Contact Name & Relation: _____
Spouse's Phone No:	Other Contact's Phone No: _____
Email:	Do you have or are you going to install: <input type="checkbox"/> Sprinkler System <input type="checkbox"/> Water Well <input type="checkbox"/> Pool <input type="checkbox"/> Outdoor Shower

Customer Signature

Date

District Representative

Date

Applicant to draw sketch of house/building layout and proposed location of water and sewer service line, the location of any well, swimming pool/hot tub, outdoor shower and yard drain on the Attached Appendix A

APPENDIX A

Sketch of Home/Building & Location of Water and Sewer Lines

If utilities are not currently present on property:

- Plot plans must be provided for residential properties
- Engineered drawing must be provided for commercial properties

For District Use Only

Date of Application: _____ ☐ Backflow Prevention Assembly Test

Date Deposit Received: _____ ☐ Customer Service Inspection

Application/ Permit Fee: _____ ☐ Builder Inspector

Name of Inspector(s): _____

Additional Consideration(s): _____

☐ swimming pool/hot tub ☐ outdoor shower ☐ yard drain ☐ well ☐ sprinkler system

**PORT O'CONNOR IMPROVEMENT DISTRICT
CUSTOMER SERVICE AGREEMENT**

DATE: _____

ACCOUNT NO. _____

Name: _____

Mailing Address: _____

Address: _____

The above named customer and Port O'Connor Improvement District (the "District") agree as follows:

1. Utility Service

The District will invoice Customer for utility services and any other amounts due on its normal billing cycle. Customer agrees to pay for services and amounts due no later than the due date stated on such invoices. Invoices are delinquent on the first business day after the 20th day of the month after the month in which the service period reflected in that invoice ended. Acceptance by the District of Customer payments under protest are not an acknowledgment by the District of, or a validation of, any contention or reservation of rights by Customer.

2. Meters, Facilities, and Equipment

The meter and/or sanitary sewer connection is for the sole use of Customer and it serves only a single service. Extension of pipe or pipes to transfer water or service from one property to another, to share, resell, or sub-meter water or service to any other persons, dwellings, business, and/or property, etc., is strictly prohibited, and will constitute a breach of this agreement as well as a violation of applicable District Rules and Regulations (the "Regulations"). The District shall have the right to locate a water service meter and other facilities necessary or desirable for the delivery, measurement, treatment, monitoring, or protection of the services to be provided hereunder (the "Facilities") on Customer's property at a point chosen by the District, and shall have access to the Facilities located upon Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its operations; upon discontinuance of service the District shall have the right to remove the same or any part thereof from Customer's property.

3. Plumbing Restrictions

The public drinking water supply can be contaminated or polluted from improper plumbing practices. Customers are hereby notified of plumbing restrictions in place to protect against such contamination or pollution. These restrictions are enforced to protect the public health and welfare.

(a) Undesirable plumbing practices are those that:

- (1) are prohibited by the Regulations;
- (2) facilitate the unauthorized use of water, services, or facilities; or
- (3) pose an unreasonable risk of contamination or pollution of public water or of unsanitary conditions.

(b) In addition, the following are also undesirable plumbing practices prohibited by State regulation:

- (1) Direct connection between the public drinking water supply and a potential source of contamination. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- (2) Cross-connection between the public drinking water supply and a private water system. 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.
- (3) Connection which allows water to be returned to the public drinking water supply.
- (4) Pipe or pipe fitting which contains more than 8.0% lead used for the installation or repair of plumbing at any connection which provides water for human use.
- (5) Plumbing installed after January 4, 2014 that does not bear the expected labeling indicating $\leq 0.25\%$ lead content.
- (6) Solder or flux which contains more than 0.2% lead used for the installation or repair of plumbing at any connection which provides water for human use.

4. Customer Service Inspections

State regulations require Customer Service Inspections ("CSI") in the following circumstances:

- (a) prior to the District providing water or sewer service to any new construction;
- (b) on any existing service where the District has reason to believe that cross-connections or other unacceptable plumbing practices exist; and
- (c) after any material improvement, correction, or addition to customer plumbing facilities is made.

The District will not provide service until a Customer Service Inspection Certification (the "Certificate"), in the form included in the Application Packet, is completed and on file in the District's office. Copies of properly completed Certificates shall remain on file for ten years and are subject to TCEQ review. If a customer fails to provide the District a properly completed Certificate, water service to the customer will not be commenced, and if already commenced, will be terminated. Service will not be restored until the required Certificate is provided. If an unacceptable plumbing practice is discovered, a Certificate confirming the correction of the unacceptable plumbing practice must be filed with the District before service will be commenced.

5. Agreements

The District will maintain a copy of this Agreement as long as the Customer and/or the premises is connected to the District's utility systems. Customer shall install, in accordance with the Regulations and

connect the Facilities to the point of use. Customer shall not employ any undesirable plumbing practices in the installation or use of any such lines or of the Facilities, and Customer shall not allow an unsanitary condition to exist on its property. Customer agrees that the Regulations now in effect and as may be amended in the future, are incorporated into this Agreement as if set forth in full herein. Customer agrees that its use of water, utility services and the Facilities shall conform to the Regulations.

Customer further agrees to:

- (a) allow the inspection of its property for possible undesirable plumbing practices;
- (b) immediately correct any undesirable plumbing practice on its premises;
- (c) properly install, test, and maintain any backflow prevention device, grease trap, or other installation required by the District under its Regulations; and
- (d) provide copies of all testing and maintenance records to the District.

All customers of the District must sign this Agreement before the District will begin service hereunder. In addition, when service to an existing water connection has been suspended or terminated, the District will not re-establish service unless Customer has signed a copy of this Agreement.

6. Enforcement

If Customer fails to timely make payment for services provided hereunder or otherwise fails to comply with or abide by any other requirement, covenant, term or agreement contained herein, or if Customer acts in violation of the Regulations, then Customer shall be in default under this Agreement, and the District shall be entitled to, at its option, exercise any or all remedies available to it at law, in equity, under the Regulations or under any other statute, regulation or rule.

In addition to, and cumulative of any or all such remedies, the District may do any or all of the following:

- (a) assess and collect a late charge on invoices for utility service not paid by the date due;
- (b) correct, at Customer's sole cost and expense, any undesirable plumbing practice or any unsanitary condition allowed to exist or caused by Customer or Customer's use of the Facilities, or water or of services provided by the District (including, where necessary, by going upon the property of Customer); and/or
- (c) disconnect and terminate all or any of the utility services as provided in the Regulations.

All expenses associated with the enforcement of this Agreement (including, without limitation, reasonable attorneys' fees and costs of litigation) shall be paid by the Customer.

District has no obligation to reconnect terminated service within any particular period of time, and reconnections shall be made subject to the availability of personnel, vehicles and the like.

7. Miscellaneous

- (a) Customer agrees to hold the District harmless from any and all claims by Customer or Customer's licensees, invitees, tenants, patrons, customers, family members or other occupants or users of the service premises for damages caused by service interruptions due to breaks in lines, malfunctions of equipment, acts or omissions of utility or other

contractors, tampering by other persons, normal failures of the system or other events beyond the District's control. **THE DISTRICT DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. THE DISTRICT SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ITS ACTIVITIES RELATING TO THE SUPPLY OF WATER OR SEWER SERVICE FOR DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND.**

- (b) Customer agrees to, upon District's request, grant any easements or rights-of-way for the purpose of installing, maintaining, and operating lines, valves, collection pots, and other such equipment deemed necessary by the District to extend or improve service for existing or future customers, on such forms as required by the District. The District's authorized employees shall have access to Customer's property or premises at all reasonable times for the purpose of inspecting for and correcting undesirable plumbing practices, unsanitary conditions and violations of the Regulations. By executing this Agreement, Customer grants an easement to the District for District personnel to enter Customer's property to inspect for or correct undesirable plumbing practices, unsanitary conditions and violations of the Regulations.
- (c) Notice to customer hereunder may be given, at the District's option, by:
 - (1) first class mail, addressed to the Customer at the billing address shown on the application for service filled out by the Customer at the time of execution of this Agreement, or to such other address as may have been specified by Customer and application for service filled out by Customer at the time of execution of this Agreement, or to such other address as may have been specified by Customer and delivered to the District in the manner provided herein for such notice; or
 - (2) leaving said notice at the location to which service is or has been provided hereunder, in a reasonably conspicuous manner and location.

Notice to Customer given by first class mail, addressed in the manner set forth above, shall be deemed given when mailed; notice by leaving such notice at the property served shall be effective on the day such notice is left, which shall be conclusively established by the affidavit of the person leaving such notice.

Notice to the District may be given by first class mail, addressed to the District at the following address:

Port O'Connor Municipal Improvement District
P.O. Box 375
Port O'Connor, Texas 77982
Attn: Customer Service Department

or to such other address as may have been specified by the District and delivered to Customer in the manner provided herein for such notice. Notice to the District shall be deemed effective upon receipt by the District.

- (d) This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas and the United States. All obligations of the parties are performable in, and all legal actions to enforce or construe this agreement shall be instituted in the courts of Calhoun County, Texas. The determination that one or more provisions of this Agreement (or of any Regulations) is invalid, void, illegal or unenforceable shall not affect or invalidate any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained or incorporated in this Agreement.
- (e) If Customer is a party to an existing service agreement with respect to the above service address, Customer understands this Agreement supersedes and replaces that existing agreement with respect to all utility services provided to that service address. Customer further agrees this Agreement supersedes any and all previous statements, notices, advertisements or agreements, if any, between the District and Customer, with respect to the subject matter hereof. This Agreement, including all attachments hereto, the Regulations and any other written extrinsic documents referred to herein, constitutes the entire agreement of the parties, and there are no representations, agreements or warranties (express or implied, oral or written) between the District and Customer with respect to the subject matter of this Agreement. The District may, to remain in compliance with laws, rules or regulations, or any public governmental authority, alter or amend provisions hereof. This Agreement may not be altered, amended, changed, or otherwise modified by Customer except by an instrument in writing signed by both the District and Customer.
- (f) This Agreement shall be effective as of the date first above, stated, provided that following Customer's execution hereof, the District endorses this Agreement to indicate its approval and acceptance. Until such approval and acceptance by the District, this Agreement will not be effective, and the District shall have no liability to Customer hereunder.

EXECUTED effective as of the date above stated, upon approval by the District as evidenced by the signature of its Utility Manager below:

APPROVED AND ACCEPTED:

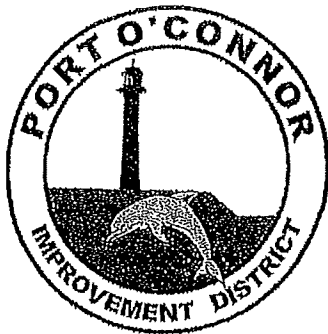
PORT O'CONNOR IMPROVEMENT DISTRICT

Customer Signature

By: _____
Utility Manager

Date: _____

Date: _____



Port O'Connor

Improvement District

P.O. Box 375 Port O'Connor, TX 77982

361-983-2652 Fax: 361-983-2235

Email: pocmud@tisd.net

SUBCHAPTER B OF CHAPTER 182 OF THE UTILITIES CODE STATES THAT YOU CAN REQUEST THAT YOUR PERSONAL INFORMATION CONTAINED IN OUR UTILITY RECORDS NOT BE RELEASED TO UNAUTHORIZED PERSONS.

Personal information consists of an individual's address, telephone number, and/or social security number. A customer's personal information cannot be disclosed if he/she request confidentiality. A government-operated utility shall include with a bill sent to each customer: (a) a notice of the right to confidentiality, (b) a statement of any fees applicable, and (c) a form by which the customer may request confidentiality by marking the appropriate box & returning it to the government-operated utility.

However, the subchapter does not prohibit the disclosure of personal information to (a) an official or employee of the state, a political subdivision of the state, or the United States acting in an official capacity, (b) an employee of a utility acting in connection with the employee's duties, (c) a consumer reporting agency, (d) a contractor or subcontractor approved by the providing services to the utility, the state a political subdivision of the state, or the United States, (e) a person for whom the customer waived confidentiality, and (f) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage services for compensation.

There will be no charge for this service.

Please check the box below if you would like to keep your personal information confidential.

☐ Keep my personal information confidential.

Signature

Date

Account Number

Name on Account

Service Address

ACH Withdraw Information

For Port O'Connor District District Payments

This option is available for those sending payments to: P.O. Box 375, Port O'Connor, TX 77982

Agreement Type	<input type="checkbox"/> New Agreement <input type="checkbox"/> Change Account (please choose one)	
Customer Information Please Print	Name on POC Account _____ Mailing Address _____ _____ Service Address _____ _____ Daytime Phone# _____	
Please Sign	Signed _____ Date _____	
Complete for Checking Account Only	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Please tape a voided check for checking account. (Do not staple). </div> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-top: 20px;"> DO NOT USE A CANCELLED CHECK. </div> <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> John Doe 1235 </div> <div>1245 1000 Main St.</div> <div>Anytown, USA 11111 Date: _____</div> <div>V-O-I-D</div> <div>Pay to the Order of: _____ \$ _____</div> <div>PLEASE TAPE A VOIDED CHECK HERE</div> <div>Memo _____</div> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;"> 123456789 0011 11111 1234 </div> </div>	
Complete for Bank Account	Name on Bank Account _____ Routing/Transit Number _____ Account Number _____ Or attach a bank letter with savings, routing and account number.	
Change Bank Account	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 5px; width: 30%;"> EXISTING BANK: Routing Number: _____ Account Number: _____ </div> <div style="border: 1px solid black; padding: 5px; width: 10%; text-align: center;"> CHANGE TO </div> <div style="border: 1px solid black; padding: 5px; width: 30%;"> NEW BANK: Routing Number: _____ Account Number: _____ </div> </div>	
Submission Information	FAX COMPLETED FORMS TO: (361) 983-2235	Or mail to: Port O'Connor Improvement District P.O. Box 375 Port O'Connor, TX 77982 (361) 983-2652

Port O'Connor Improvement District
P.O. Box 375
Port O'Connor, Texas 77982
Phone: 361-983-2652/Fax: 361-983-2235

A new state law allows municipal and justice of the peace courts to penalize unlicensed irrigators who install irrigation systems with a Class C misdemeanor and a fine up to \$500, plus related costs. Unlicensed irrigators installing irrigation systems risk contaminating the public water supply.

Licensed irrigators receive proper training to prevent contamination of the public water supply by ensuring that non-potable water from the lawn irrigation pipes does not flow into the water supply.

The new bill (HB 2507), established to protect public health, went into effect Sept. 1, 2011. You can file complaints against an unlicensed irrigator with the local municipality or water district, citing a violation of Texas Occupation Code, Sec. 1903.256. If the complaint is not resolved, or for more information, you can call the TCEQ Landscape Irrigation Program at 512-239-LAWN (5296), or visit:

www.tceq.texas.gov/licensing/irrigation/landscape.html

Texas Commission on Environmental Quality
Customer Service Inspection Certificate

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection: New construction ☐
 Existing service where contaminant hazards are suspected ☐
 Major renovation or expansion of distribution facilities ☐

I _____, upon inspection of the private water distribution facilities connected to the
 aforementioned public water supply do hereby certify that, to the best of my knowledge:

Compliance	Non-Compliance		
<input type="checkbox"/>	<input type="checkbox"/>	(1)	No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2)	No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester.
<input type="checkbox"/>	<input type="checkbox"/>	(3)	No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4)	No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5)	Plumbing installed after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6)	No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines; Lead ☐ Copper ☐ PVC ☐ Other ☐
 Solder Lead ☐ Lead Free ☐ Solvent Weld ☐ Other ☐

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

Remarks:			
Signature of Inspector:		Registration Number:	
Title:		Type of Registration:	
Date:			