

# POST OAK SPECIAL UTILITY DISTRICT SERVICE APPLICATION AND AGREEMENT

Return this form to Post Oak Special Utility District, P.O. Box 545, Hubbard, Texas 76648  
telephone number 254 576-1012

**Please Print:**

DATE \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_ METER NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

CO-APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER - Home (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Work (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT \_\_\_\_\_

ADDRESS AT WHICH APPLICANT REQUESTS SERVICE:

\_\_\_\_\_

Please provide the names, addresses and telephone numbers for two people in case we are unable to contact you.

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

ACREAGE \_\_\_\_\_

HOUSEHOLD SIZE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_

LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

**NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. APPLICANT MUST PROVIDE A CORRECT LEGAL DESCRIPTION OF THE SERVICE LOCATION, INCLUDING A SURVEY BY A LICENSED SURVEYOR IF NOT IN A PLATTED SUBDIVISION. THE LEGAL DESCRIPTION OF YOUR PROPERTY CAN BE FOUND ON THE MOST RECENT DEED FOR THE PROPERTY. A MAP SHOWING THE LOCATION OF THE PROPERTY MIGHT ALSO BE HELPFUL.**

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 Hispanic or Latino

Race: ☐ White ☐ Black or African American ☐ American Indian/Alaska

Native

Gender: ☐ Male ☐ Female

☐ Asian ☐ Native Hawaiian or Other Pacific Islander

EQUAL OPPORTUNITY PROGRAM

The District shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the Service Policies 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, the Applicant shall become eligible to receive service. Although the Applicant shall become eligible to receive service, State law and the District's Service Policies provide that the Applicant must pay for a line extension if the extension is necessary to reach the Applicant's property with District water.

The Applicant shall pay the District for service hereunder as determined by the District's Service Policies and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt hereof by execution of this Agreement. A copy of this Agreement shall be executed before service may be provided to the Applicant. To begin the process of service with a new meter a customer must execute this agreement and submit a map/survey of the property that the District sends to a contracted engineer who will complete a Hydraulic Study. A non-refundable fee is charged. The Hydraulic Study fee will not be refunded if a customer decides not to move forward with water service or the customer is unable to receive service.

The Board of Directors shall have the authority to discontinue, terminate or suspend the service to any customer not complying with any policy or not paying any utility rates, fees or charges as required by the District's published Service Policies. 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.

All water shall be metered by meters to be furnished and installed by the District. The meter is for the sole use of the 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 submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

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 meter 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 applicant's use, including backflow prevention devices and pressure regulators 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 & Safety Code or the District's Service Policies. 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, except in emergencies.

The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer 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 airgap 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 airgap 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. No pipe or pipe fitting which contains more than 8.0 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e. 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 is connected to the public water system

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 inspection. The Applicant shall immediately correct any undesirable practice on their premises. The Applicant shall, at their expense, properly install, test, and maintain a 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 service needs of all of the District's customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program or Drought Contingency Plan as specified in the District's Policies. By execution of this Agreement, the Applicant hereby agrees to comply with the terms of said program or plan.

By execution hereof, the Applicant shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility 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) in form substantially similar to Exhibit A, incorporated herein for all purposes, 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 that Applicant **as well as** other existing or future water customers.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall justify discontinuance, termination or suspension of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the three pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policies.

Applicant	Witness

Approved and Accepted	Date Approved

**DISTRICT USE ONLY**

Date approved: \_\_\_\_\_ Service Classification: \_\_\_\_\_ Eng. Update: \_\_\_\_\_  
 Cost: \_\_\_\_\_ Work order: \_\_\_\_\_