

# **Service Application and Agreement**

The Texas Water Company PO Box 1742, Canyon Lake, TX Office: 830-312-4600 Fax: 830-964-2779 Email: newservice@txwaterco.com

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SERVICE INFORMATION	TWC Office Use Only Account No		
	Book No		
Type Class Location	Completion Date		
☐ Water ☐ Residential ☐ New Construction	CTION Meter Size		
☐ Wastewater ☐ Commercial* ☐ Manufactured	I I I I I I I I I I I I I I I I I I I		
Reuse Multi-Family Existing Servi	ice W/O #		
☐ Stand By ☐ Municipal ☐ Other	Tap Inquiry W/O #		
*If Commercial, please provide NAICS No	_ (6 digits) Wastewater W/O #		
	Reuse W/O #		
	NS Completed By		
	Billing Completed By		
ACCOUNT 1	INFORMATION		
Applicant	INFORMATION  Co-Applicant		
Last Name	Last Name		
First Name	First Name		
DL #	DL #		
Business Name	Business Tax ID		
Primary Tel	Secondary Tel		
□ Mobile □ Home □ Work	□ Mobile □ Home □ Work		
Primary Email	Secondary Email		
LOCATION	INFORMATION		
Service Address	Billing Address		
City	City		
ZIP	ZIP		
Subdivision	☐ Same as Service Address		
Unit No Lot No. CSI Due	Date to Commence Service:		
F	EES		
	ce Use Only]		
Water Service	Wastewater Service		
\$ New Service/Account Set Up	\$ New Service/Account Set Up		
\$ Deposit (Refundable)	\$ Deposit (Refundable)		
\$ Tap Fee	\$ Tap Fee		
\$ Line Extension Fee	\$ Line Extension Fee		
\$ Other Fees (i.e. Road Cut, etc.)	\$ Other Fees (i.e. Road Cut, etc.)		
\$ SUB TOTAL (Water)	\$ SUB TOTAL (Wastewater)		
	\$ TOTAL BALANCE DUE		
[By signing below, Applicant and Co-Applicant agree and consent to the terms and conditions found on the following pages.]			
Applicant Signature	Co-Applicant Signature		
Date	Date		

Updated: 5/11/2018 Page 1 of 3



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#### **Terms and Conditions**

This Contract/Application for Utility Service ("Contract/Application") is by and between SJWTX, Inc. dba Canyon Lake Water Service Company, a Texas corporation, its successors and assigns ("Utility") and the Applicant ("Customer" or "Applicant") whose name(s) and signature(s) is/are shown on the first page of this Applicant.

CUSTOMER LIABILITY: Customer shall be liable for any damage or injury to Utility owned property or personnel shown to be caused by the Customer, his invitees, his agents, his employees, or others under his control. By accepting service under this agreement, Customer agrees to take no action to create a health hazard or otherwise endanger, injure, damage or threaten Utility's plant, its personnel, or its Customers. Failure to comply with this provision shall be grounds to terminate Customer's service.

LIMITATION ON UTILITY'S PRODUCT/SERVICE LIABILITY: Public water utilities are required to deliver water to the Customer's side of the meter or service connection that meets the potability and pressure standards of the Texas Commission on Environmental Quality ("TCEQ"). Utility will not accept liability for any injury or damage to individuals or to their properties occurring on the Customer's side of the meter when the water delivered meets these state standards. Utility makes no representations or warranties (expressed or implied) that Customer's appliances will not be damaged by disruption of or fluctuations in water service whatever the cause. Utility will not accept liability for injuries or damages to persons or property due to disruption of water service and/or sewer service caused by: (1) acts of God (2) acts of third parties not subject to the control of Utility if Utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures in water and/or sewer systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water and/or sewer service pursuant to Utility's tariffs and the TCEQ rules. Utility will accept liability for any injury or damage to individuals or their property directly caused by its defective Utility plant (leaking water lines, sewer lines or meters) or the repair to or construction of Utility's facilities.

FIRE PROTECTION: Utility is not required by law and does not provide fire prevention or firefighting services. Utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies. Utility may (but is not required to) contract with individual Customers / Applicants to provide water service capacities to their properties in excess of the TCEQ's domestic water system regulations so that such water volumes and pressures may be used by the Customer / Applicant or local fire department (at their sole election and responsibility) for firefighting purposes. Such additional water service capacities shall be provided only in response to and according to design criteria and/or plans prepared by the Customer / Applicant's registered professional engineer. Notwithstanding any understanding or intent of such Customer / Applicant for the use of such excess water service capacity, Utility does not profess, state, warrant, guarantee, or imply that such additional water service capacity is, or shall ever be, adequate or sufficient for firefighting. Utility neither possesses nor claims to possess knowledge or expertise in firefighting or the requirements of firefighting. No statement or action of Utility shall ever be implied or meant to suggest that any facilities of Utility comply with any state or local fire code.

EXTENSION AND FACILITIES: If the services of a registered professional engineer are required as a result of an application for service to that Applicant only, Utility and the Applicant will select such engineer, and Applicant shall bear all expense incurred therein. The Applicant shall bear all extension charges and fees for either potable water or wastewater service as may be provided in Utility's tariffs and the rules of the TCEQ.

If an Applicant requires service other than the standard service provided by Utility, such Applicant will be required to pay all expenses incurred by Utility in excess of the expenses that would be incurred in providing the standard service and connection. Any Applicant who places unique or non-standard service demands on the water or wastewater system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Public Drinking Water Systems or Wastewater System plus meeting any additional requirements needed to meet local service conditions. Utility shall bear all expenses related to main over sizing or additional production, storage or treatment facilities for individual residential Customers with normal domestic service demands.

PLUMBING CODE: Utility has adopted the Uniform Plumbing Code. Any extensions and/or new facilities shall comply with that code and all standards established by the TCEQ. Where conflicts arise, the more stringent standard must be followed.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of Utility. The Customer will bring out his service lines to his property line at points mutually acceptable to Utility and the Customer. No potable water service smaller than 5/8" will be connected. For new potable service connections the Utility will install a cut off valve on the Customer side of the meter within three (3) feet of the meter. If the Customer desires water at a lower pressure than that which is delivered at the meter and such delivery pressure does not exceed any TCEQ rule or order pressure standard, the Customer will install, at the Customer's expense, the equipment necessary for such reduction in pressure. It shall be the Customer's responsibility to maintain such equipment in good repair and working order.

Except in cases where the Customer has a contract with Utility for reserve or auxiliary service, no other water and/or sewer service will be used by the Customer on the same installation in conjunction with Utility's service, either by means of a cross over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines and/or sewer lines on his premises. Two structures, dwellings or places of business shall not be permitted to be supplied with one service pipe where there is a water main and/or sewer main abutting the premises; each shall have separate service lines and meters. For the purpose of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, water lines, sewer lines and other equipment furnished by Utility (excepting the Customer's individual service line from the point of connection to the Customer's point of ultimate use) is and shall remain the sole property of Utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any Customer. All tap charges shall be for the privilege of connecting to said water lines and/or sewer lines and for installation, not purchase, of said meters and lines.

PERIOD OF USE: Customer shall tie onto the Utility systems within sixty (60) days of the date of this application, or this application shall be deemed void. Any additional request for service for this location must then be made by a new Contract/Application. If major Utility construction is needed prior to service being connected, the above date may be extended for another sixty (60) days, or conversely, the Customer may begin paying a monthly water and/or sewer bill based upon an average of the estimated annual gallons as shown below.

ASSIGNMENT: No application, agreement or contract for service may be assigned or transferred without the written consent of Utility.

OTHER CONTRACTS: It is possible that Applicant and Utility will enter into an additional contract pertaining to water and/or sewer service at this location. Any such contract shall be in addition to this Contract/Application. Nothing therein will negate any provision of this Contract/Application.

RIGHT OF ACCESS AND EASEMENTS: Utility will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, inspecting or repairing water mains, sewer mains or other equipment used in connection with its provision of water service, sewer service or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of Utility's system, including inspection of the Customers' plumbing for code, or plumbing, or tariff violations. The Customer shall allow the Utility and its personnel access to the Customer's property to conduct any test or inspection required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety of the continued provision or adequate Utility service to others, such entry upon the Customer's property shall be during normal business hours. The Customer may require any Utility representative, employee, contractor, or agent seeking to make such entry to identify themselves, their affiliation with the Utility, and the purpose of the entry. This right of access shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the Individual property in question.

If the property to be served does not have dedicated, recorded public Utility easements available for Utility's use in providing water and/or sewer Utility service to the property, the Applicant (or the Applicant's landlord in the case of a Tenant Applicant) shall be required to provide Utility with a suitable recorded easement as a condition of service. Such easement shall be in a location acceptable to Utility and shall be for a corridor no less than fifteen (15) feet in width. The easement shall be signed by (and shall be binding upon) all record title owners of the property in question. No Applicant shall be deemed to be a "qualified" Applicant under the TCEQ's rules until such easement is recorded.

#### PLUMBING RESTRICTIONS & ENFORCEMENT:

The following unacceptable practices are prohibited by State regulations. Other prohibitions are found in the Utility's tariff and/or Utilities Cross-Connection Control and Backflow Prevention Program manual, and Uniform Plumbing Code, as it may be amended from time to time.

Updated: 5/11/2018 Page 2 of 3

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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 a properly installed air gap or an appropriate backflow prevention assembly in accordance with Texas Commission on Environmental Quality (the "Commission" of the "TCEQ") 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 installation of an air-gap or a reduced pressure-zone backflow prevention device. 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 shall be properly installed and a service agreement shall exist for annual inspection and testing by a certified backflow prevention assembly tester.

C. No connection that allows water to return 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 private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.

E. No pipe or pipe fitting which contains more than 0.25% lead may be used for the installation or repair of private water distribution facilities installed on or after January 4,

F. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of private water distribution facilities installed on or after July 1, 1988.

State regulations require applicants for a new service connection to provide to Utility a Customer Service Inspection (CSI) Certificate that states their water and wastewater facilities have been inspected by a state-licensed CSI inspector and that they are in compliance with all rules and regulations applicable to the same and are free of potential hazards to public health and safety. In addition, Utility shall require CSI Certificates for all facilities which have undergone extensive plumbing modifications to the Customer's water system made after the initial CSI Certificate or for existing facilities where contaminant hazards are suspected. Service may be denied until the CSI Certificate is received or any identified violations or hazards remedied. When potential sources of contamination are identified which, in the opinion of the inspector or Utility, require the installation of a state-approved backflow prevention device, such backflow flow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention assembly tester at the customer's expense. The backflow prevention device shall be maintained by the customer at their expense and shall be tested by a state-licensed backflow prevention assembly tester upon installation and annually thereafter. The Test and Maintenance Reports shall be provided to Utility. Failure to comply with this testing and reporting requirement may constitute grounds for termination of water service.

APPEAL TO THE TCEQ OR OTHER REGULATORY AGENCY: Any Applicant or existing Customer required to pay for any costs not specifically set forth in the rate schedule pages of Utility's approved tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the Applicant or existing Customer does not be believe that these costs are reasonable or necessary, the Applicant or existing Customer shall have the right to appeal such costs to the Public Utility Commission of Texas (the "PUCT") or such other regulatory authority with jurisdiction over Utility's rates in that portion of Utility's service area in which the Applicant's or existing Customer's property is located. Unless the TCEQ, PUCT, or other regulatory authority enters interlocutory orders to the contrary, service to the Applicant may be delayed until such appeal is

SEWER REGULATIONS: (only if sewer service provided) The Utility only provides "sewage" collection and disposal to residences and some businesses. This service is limited to the collection, treatment and disposal of waterborne human waste and wastewater from domestic activities such as washing, bathing, and food preparation. This service does not include the collection, treatment, or disposal of waste with high BOD or TSS characteristics that it cannot reasonably be processed by the Utility's state-approved wastewater treatment plant within the parameters of the Utility's wastewater discharge permit. THIS SERVICE DOES NOT INCLUDE THE COLLECTION AND DISPOSAL OF STORM WATERS OR RUN OFF WATERS, THAT MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM. NO GREASE, OIL, SOLVENT, PAINT, OR OTHER TOXIC CHEMICAL COMPOUNDS MAY BE DIVERTED INTO OR DRAINED INTO THE UTILITY'S COLLECTION SYSTEM. It shall be the Customer's responsibility to maintain the service line, pressurized collection system (if any) and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If there is excessive infiltration, or inflow, or failure to provide proper pretreatment, the Utility may require the Customer, at Customer's expense, to repair the line or eliminate the infiltration or inflow or take such actions necessary to correct the problem.

Sewer service is provided for the residence or facility physically located at the location of the service. Bulk quantities of sewage generated at location off the premises of the service location shall not be disposed of in the Customer's service line.

In areas served by pressurized collection systems, specific Customer Premises Equipment may be required by the Utility. The Customer will retain ownership of the Customer Premises Equipment, and all maintenance, repairs and replacement are the Customer's responsibility. The Customer will supply its own electric power for the Customer Premises Equipment. Repair and replacement of the Customer Premises Equipment will be at the Customer's expense. Repairs on Customer Premises Equipment must be performed by a qualified plumber certified by the Utility, and a certified report of such repairs must be submitted to the Utility. The Utility requires that parts and equipment meet the minimum standards approved by the TCEQ and the Utility, to ensure proper and efficient operation of the sewer system.

Customers served by a pressurized collection system and/or an alternative (wastewater) collection system shall be required to execute, in addition to this Application, an Alternative Collection System Service Agreement required by 30 Texas Administrative Code §217.95, as it may be amended from time to time. Customer's execution of an Alternative Collection System Service Agreement, and Utility's receipt of the same, shall be a condition precedent to Utility's obligation to provide water and wastewater service to Customers served by alternative wastewater collection systems.

For new connections or any modifications to the Customer Premises Equipment, CLWSC shall require an inspection of the Customer Premises Equipment prior to initiating service. The inspection shall be conducted by a Utility representative or a pre-approved inspector. By signing this agreement, the Customer explicitly grants CLWSC access to the property to conduct the inspection.

CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH UTILITY'S RULES AND TARIFFS AS THEY MAY BE AMENDED FROM TIME TO TIME AND ALL RULES AND REGULATIONS OF THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DAY SERVICE IS TERMINATED AT MY REQUEST.

I AGREE TO TAKE NO ACTION TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER, INJURE, DAMAGE OR THREATEN UTILITY'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE GROUNDS TO TERMINATE MY SERVICE.

I AGREE TO PUT NO UNSAFE, NON-DOMESTIC SERVICE DEMANDS ON UTILITY'S SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM UTILITY.

I HAVE BEEN SHOWN A COPY OF UTILITY'S TCEQ APPROVED TARIFFS, AND I AGREE TO PAY THE RATES IN THE TARIFFS AS THEY MAY BE AMENDED FROM TIME TO TIME AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED BY FUTURE ORDER OF THE TCEQ OR OTHER REGULATORY AUTHORITY HAVING JURISDICTION OVER UTILITY'S RATES. I AGREE TO ABIDE BY SUCH CHANGES AS THEY OCCUR.

If this application is cancelled before service has been activated or if this application is void pursuant to a provision herein. Customer shall only be entitled to a refund of the Deposit.

Updated: 5/11/2018 Page 3 of 3

## MEYER RANCH MUNICIPAL UTILITY DISTRICT OF COMAL COUNTY

### **APPLICATION FOR SEWER SERVICE**

DATE:/	
CUSTOMER INFORMATION	
Customer Name (Please print):	
Service Address (Please print):	
Billing Address (If different than Service Address):	
Primary Telephone:	
Email Address (Please print):	
Service Commencement Date:	
Check Applicable Items:ResidentialCommercialOwnerTenant _Builder	
By signing below, Customer agrees to the terms and conditions of the Service Agreement found on the following page.	
Applicant's Signature	
Date:	

	FEES	
(Office Use Only)		
New Service/Account Set Up	\$45	
Deposit (Refundable)	\$100	
Tap Fee	\$600	
Other		
TOTAL BALANCE DUE	\$	

This Agreement is entered into by <u>MEYER RANCH MUNICIPAL UTILITY DISTRICT OF COMAL COUNTY</u> ("District") and the customer whose name is shown on the first page of this Application ("Customer").

By making application for sewer service, Customer represents that it is duly authorized to request sewer service for such service address and to make the agreements set forth in this Service Agreement. Customer's acceptance of service constitutes Customer's agreement to the following terms and conditions:

- 1. The Customer shall be responsible for payment of all applicable rates, fees, and charges due for service delivered by the District in accordance with the District's Rate Order, as amended from time to time by the Board of Directors of the District. Payments must be received by 5:00 p.m. on the due date. A late fee is added to the account balance after the due date.
- 2. Customer agrees to comply with the District's rules and policies governing wastewater service, as adopted and amended from time to time by the Board of Directors of the District.
- 3. In the event of nonpayment of sewer service, water service will be discontinued and a reconnect fee and service call(s) fee(s) charged when the account becomes delinquent. A Customer's obligation to make timely payments for service rendered is not released or diminished because a sewer bill(s) was/were not received.
- 4. The Customer shall install, maintain and repair, at his own expense, all private sewer service lines from the foundation of the house or building to the main sewer line owned by the District. Customer shall maintain the service line in good operating condition and clear of obstruction, defects or blockage.
- 5. After service commences in the name of the Customer, such service shall be deemed to continue until the District is notified that service should be discontinued. Rates and charges will continue to accrue to Customer's account until such notice is given and may result in collection activity to recover unpaid amounts against Customer or termination of service for nonpayment.
- 6. By executing this Agreement and receiving sewer service, Customer acknowledges and agrees that it is subject to all terms and conditions of retail wastewater service as set forth in the District's Rate Order, rules and regulations, and policies, as amended from time to time by the Board of Directors of the District. Customer further acknowledges and agrees that such terms and conditions shall constitute a contract between the District and Customer, and may be enforced as such.
- 7. Each service connection is for the sole use of the District and is to serve service to only one (1) dwelling and /or only one (1) business. Extension of pipe or pipes from one property to another, to share or resell service to any other persons, dwellings, business, and/or property, is prohibited.
- 8. The District shall have access to its facilities and equipment located upon the Customer's property at all times for any purpose connected with its operations, and upon discontinuance of service, the District shall have the right to remove any of its equipment from the Customer's property. The District may trim landscaping, clear debris, or otherwise ensure clear access to its facilities.
- 9. The Customer agrees to grant to the District any required easements or rights-of-way for the purpose of installing, maintaining and operating such pipes, lines, meters, valves, and any other equipment which may be deemed necessary for the provision of wastewater service to the Customer's property or future customers. The Customer agrees not to interfere with the District's employees in the discharge of their duties. The Customer will not permit anyone except District employees to tamper with or interfere with any of the District's equipment installed on the Customer's premises.
- 10. Sewer service is limited to the collection, treatment and disposal of waterborne human waste and wastewater from domestic activities such as washing, bathing and food preparation. The discharge or introduction of industrial waste, stormwater, great, oil, solvent, paint and other non-domestic wastes into the District's wastewater system is prohibited.

THE CUSTOMER ALSO HEREBY AGREES TO WAIVE, RELEASE, AND HOLD THE DISTRICT HARMLESS FROM ANY CLAIMS, DAMAGES OR SERVICE INTERRUPTIONS RESULTING FROM SEWER LINE BREAKS OR BACKUPS, INCLUDING WITHOUT LIMITATION, DAMAGES TO PERSONS OR PROPERTY, DIRECT DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR LOSS OF PROFIT OR REVENUE.

If the Customer fails to comply with the terms of this Service Agreement, the District may, at its option, terminate service. Any expense associated with the enforcement of this Service Agreement shall be billed to the Customer.

CUSTOMER ACKNOWLEDGES THAT THE DISTRICT MAY CONTRACT WITH A THIRD PARTY TO BILL AND COLLECT RATES, FEES AND CHARGES DUE FOR SEWER/WASTEWATER SERVICE FURNISHED BY DISTRICT, AND CUSTOMER HEREBY AGREES THAT IT WAIVES, RELEASES AND WILL HOLD HARMLESS THAT THIRD PARTY FROM ANY LIABILITY, COSTS, CLAIMS AND DAMAGES IN ANY WAY RELATED TO THE PROVISION OF THE SEWER/WASTEWATER SERVICE PROVIDED BY THE DISTRICT.

#### Customer Confidentiality Request Form

#### CONFIDENTIALITY OF CUSTOMER INFORMATION

Under Texas law, a customer of a government-operated utility such as Meyer Ranch Municipal Utility District of Comal County (the "District") may request the confidentiality of certain personal and account information.

If you desire to exercise your right of confidentiality, please check the items listed below that you desire to be kept confidential, sign and complete the blanks below, and return this form to the District with your Service Application. You may change your confidentiality election at any time. If you do not elect confidentiality, the District may be required to release customer information under the Public Information Act.

Information To	Be Kept Confidential
Addres	SS
	Telephone Number
	Social Security Number
	Any Information related to the volume or units of utility usage or the amounts billed to or collected from the customer
	Any Additional Information that by law may be kept confidential, whether in effect now or as may be enacted in the future
	None: I authorize the release of all information
	Signature:
	Printed Name:
	Address:
	Date:

#### Note:

This request for confidentiality does not prohibit the District from disclosing information in a customer's account record to an official or employee of the state or another governmental entity, an employee of the District acting in connection with the employee's duties, a consumer reporting agency, a contractor or subcontractor approved by and providing services to the District, a person for whom the customer has contractually waived confidentiality for personal information, or another entity that provides utility services.