

BOIS D' ARC MUNICIPAL UTILITY DISTRICT  
14101 E FM 1396 PHONE: 903-378-7361  
HONEY GROVE, TX 75446 FAX: 903-378-3350  
EMAIL: Melinda@boisdarc mud.com

**SERVICE APPLICATION AND AGREEMENT CONTENTS:**

**APPLICANTS MUST COMPLETE ALL OF THE CHECKED APPLICATION AND AGREEMENT CONTENTS.**

- ACCOUNT TRANSFER AUTHORIZATION/ MANDATORY IF CHECKED
- SERVICE APPLICATION AND AGREEMENT/ MANDATORY
- \*ATTACHMENT B - RIGHT OF WAY EASEMENT/ MANDATORY.
- ATTACHMENT C - BID FOR SERVICE REQUEST/ MANDATORY
- ATTACHMENT D - TCEQ REGULATORY GUIDANCE/ FOR YOUR INFORMATION
- ATTACHMENT E - PERSONAL INFORMATION/ MANDATORY
- ATTACHMENT F - CUSTOMER BANK DRAFT AUTHORIZATION / OPTIONAL
- ATTACHMENT G - VFD DONATION/ OPTIONAL
- \*ATTACHMENT H - PLUMBERS CERTIFICATION/ MANDATORY IF CHECKED
- ATTACHMENT I - DISTRICT WEBSITE/ FOR YOUR INFORMATION
- ATTACHMENT J - HOW TO OBTAIN A 911 ADDRESS/ FOR YOUR INFORMATION
- ATTACHMENT K - CALL BEFORE YOU DIG/ FOR YOUR INFORMATION

\* A ROW EASEMENT IS REQUIRED, THE DISTRICT NEEDS A COPY OF THE FILED ORIGINAL. (THE EASEMENT MUST BE NOTARIZED AND FILED IN THE COUNTY COURTHOUSE BY THE PERSON REQUESTING SERVICE BEFORE SERVICE CAN BE ACTIVATED.)

\*(EXCEPTION) ATTACHMENT H NEEDS TO BE RETURNED WHEN THE NEW CONSTRUCTION HAS BEEN COMPLETED.

**ALL REQUESTS, INCLUDING TRANSFERS, METER SETS, AND /OR LINE EXTENSIONS WILL OCCUR ONLY AFTER ALL CONTENTS OF THE APPLICATION, AGREEMENT AND ATTACHMENTS HAVE BEEN COMPLETED AND RECEIVED IN OUR OFFICE WITH A FILED COPY OF YOUR WARRANTY DEED AND FULL PAYMENT.**

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL OUR OFFICE 903-378-7361.

**BOIS D' ARC MUNICIPAL UTILITY DISTRICT  
ACCOUNT TRANSFER AUTHORIZATION**

\_\_\_\_\_  
Seller Name

\_\_\_\_\_  
Buyer/New Owner Name

\_\_\_\_\_  
Forwarding Address

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

Account Number \_\_\_\_\_ Final Reading \_\_\_\_\_ Reading Date \_\_\_\_\_

Physical Location of Meter \_\_\_\_\_

Note: A fee of \$65.00 is charged to the Buyer on all transfers.

Seller may be due a refund of the Water Deposit, and Buyer understands that he/she must place on deposit a \$100.00 refundable Water Deposit with the District.

\_\_\_\_\_  
Buyer/New Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

# BOIS D' ARC MUNICIPAL UTILITY DISTRICT SERVICE APPLICATION AND AGREEMENT

PLEASE PRINT APPLICATION DATE \_\_\_\_\_ DATE SERVICE NEEDED \_\_\_\_\_

APPLICANTS NAME \_\_\_\_\_

CO-APPLICANTS NAME \_\_\_\_\_

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

STREET \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIPCODE \_\_\_\_\_

ZIPCODE \_\_\_\_\_

PHONE NUMBER - HOME (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ WORK (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

CELL (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ EMERGENCY CONTACT (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

**A COMPLETED AND FILED COPY OF THE WARRANTY DEED MUST BE ATTACHED TO PROVIDE PROOF OF OWNERSHIP.**

911 PHYSICAL ADDRESS (THIS IS THE SERVICE LOCATION.)

STREET NUMBER \_\_\_\_\_ CITY \_\_\_\_\_ ZIPCODE \_\_\_\_\_

PREVIOUS OWNERS AND, OR RENTERS NAME AND ADDRESS (IF TRANSFERRING ACCOUNT)

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIPCODE \_\_\_\_\_

**NOTE: APPLICANT AND IF A CO-APPLICANT ONLY MUST COMPLETE AND SIGN THE FORM. TENTATIVE APPLICATIONS ARE ONLY VALID FOR 90 DAYS. COMPLETE CONTENTS OF APPLICATION, AGREEMENT AND PAYMENT IN FULL MUST BE RECEIVED IN FULL BEFORE THE METER IS SET. ALL EXISTING METERS FULL APPLICATION, AGREEMENT AND PAYMENT WILL BE RECEIVED BEFORE TRANSFER OF SERVICE OR THE METER WILL BE LOCKED AND ALL APPLICABLE FEES THAT APPLY WILL BE RECEIVED BEFORE SERVICE TO THE METER WILL BE RESTORED.**

<b><u>DISTRICT USE ONLY</u></b>		
WORK ORDER NUMBER: _____	CONTRACT DATE: _____	
ACCOUNT # _____	DATE APPROVED: _____	
METER SN # _____	COST: _____	
SEQUENCE # _____	EID: _____	
	BEG. READING _____	
EXISTING	SHORT TAP	EXTENSION

**BOIS D' ARC MUNICIPAL UTILITY DISTRICT**  
**SERVICE AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the  
Bois D' Arc MUD, a district organized under Texas Legislature and the laws of the State of Texas  
(Hereinafter called the District) and \_\_\_\_\_,  
(hereinafter called the Applicant),

**Witnesseth:**

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 Tariff of the District as amended from time to time by the Directors of the District. Upon compliance with said policies, including payment of a Tap Fee, the Applicant qualifies for water utility service as a new applicant or continued water utility service as a transferee.

The Applicant shall pay the District for service hereunder as determined by the District's Tariff and upon the terms and conditions set forth therein. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Directors shall have the authority to discontinue service and cancel the Application of any Applicant not complying with any policy or not paying any utility fees or charges as required by the District's published rates, fees, and conditions of service. 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. The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant further agrees to pay, upon becoming an Applicant, the monthly charges for such service as prescribed in the District's Tariff.

All water shall be metered by meters to be furnished and installed by the District. The meter is for the sole use of the Applicant or 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 sub meter 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 property 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 use, including any customer service isolation valves, back-flow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the Applicant's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing 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 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 sources of contamination shall be isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- 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 air-gap 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 of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The District shall maintain a copy of this agreement as long as the Applicant and/or premises are connected to the public water system. The Applicant shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. 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.

The District shall notify the Applicant in writing of any cross-connections or other undesirable plumbing practices, which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable plumbing practice on their premises. The Applicant shall, at his expense, properly install, test, and maintain any 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 all of the Applicants, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

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 Applicant/users of the District, normal failures of the system, or other events beyond the District's control.

The Applicant shall grant to the District, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the District to extend or improve service for existing or future Applicants, on such forms as are required by the District.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account, for which said Applicant has service. Said guarantee shall pledge any and all deposit fees against any balance due the District. Liquidation of said deposit fees shall give rise to discontinuance of service under the terms and conditions of the District's Tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance 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 four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Tariff.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date signed

AFTER RECORDING, RETURN TO:  
Bois D'Arc MUD  
14101 E. FM 1396  
Honey Grove, Texas 75446

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**WATERLINE EASEMENT AND RIGHT-OF-WAY**  
(Including Temporary Easement for Construction)

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FANNIN

§

That \_\_\_\_\_ ("Grantor"),  
for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid  
to Grantor by **BOIS D'ARC MUNICIPAL UTILITY DISTRICT** ("Grantee"), including, but  
not limited to, domestic water service provided by Grantee to Grantor pursuant to Grantee's Rate  
Order, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and  
convey unto the Grantee, its successors and assigns, a permanent easement and right-of-way in,  
under, upon, through, over and across that certain \_\_\_\_\_ acres of land, more or less, owned  
by Grantor located in Fannin County, Texas, being more particularly described in \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_,  
20\_\_\_\_\_, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Instrument No.  
\_\_\_\_\_ of the real property records of Fannin County,  
Texas (the "Property"), together with reasonable rights of ingress, egress, and regress over  
Grantor's adjacent lands for the purpose for which the mentioned rights herein are granted.

The permanent easement and right-of-way conveyed herein to Grantee shall be limited to  
a strip of land twenty feet (20') in width, the centerline thereof being the first pipeline installed  
by Grantee on the land described above, and Grantee is hereby authorized to designate the course  
of the easement herein conveyed (the "Easement Property").

The purpose of the permanent easement granted herein is to provide a right-of-way to  
Grantee for installing, constructing, operating, inspecting, protecting, repairing, rebuilding,  
replacing, altering, upgrading, upsizing, removing, relocating, paralleling, maintaining, using,  
abandoning in place, reconstructing, and/or modifying public waterlines within the Easement  
Property, together with all equipment, improvements and appurtenances thereto, used in the  
supply and provision of public water utility service (the "Facilities"). There is expressly  
included in this grant the right of Grantee and its successors and assigns, at any time in the  
future, to install additional public waterlines and appurtenances within the Easement Property  
and the same shall become part of the Facilities.

Grantor also grants and conveys a temporary construction easement to Grantee, its  
successors and assigns, to accommodate construction equipment, materials, and excavated earth  
during the initial construction and installation of the Facilities within the Easement Property.  
The temporary construction easement shall be limited to a strip of land fifty-foot (50') in width,  
the centerline thereof being the first pipeline installed by Grantee on the Easement Property. The  
temporary construction easement will expire immediately upon Grantee's acceptance of the  
completed Facilities.

Grantee shall clean up and remove all trash caused by the installation of pipelines, valves, fittings and facilities hereunder, and shall repair or replace existing fences and repair other damages caused by said installation. Grantee shall also restore the surface of the land to a smooth contour following said installation.

Grantee, its successors and assigns, shall have such other rights and benefits as necessary or convenient for the full use and enjoyment of the easement rights granted herein including, without limitation: (i) to the extent necessary the reasonable right of ingress, egress and regress over and across lands owned by Grantor which are contiguous to the Easement Property; (ii) the right from time-to-time to remove any pavement, vegetation, structures and other obstructions that may injure the Facilities or that may interfere with Grantee's use of the Easement Property for the easement purposes described herein; and (iii) the right to abandon-in-place the Facilities installed within the Easement Property.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of the Facilities as installed, Grantor further grants to Grantee an additional easement over and across the Property for the purpose of laterally relocating said Facilities as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land twenty feet (20') in width, the center line thereof being the pipeline as relocated.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use of or enjoyment of the Easement Property by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and to construct and maintain private driveways and roads, fences, landscaping, sidewalks, and drainage. No building, structure or reservoir upon, over, or across the Easement Property will be constructed without the Grantee's prior written consent.

The consideration recited herein shall constitute payment in full for the rights of Grantee to install the Facilities, now and in the future, within the Easement Property. The provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part, to one or more retail water utilities assignees. Grantor covenants that Grantor owns the Property and that the Property is free and clear of all encumbrances and liens.

**TO HAVE AND TO HOLD** the Easement Property and the rights appurtenant thereto unto the Grantee, its successors and assigns, until the Facilities are declared permanently abandoned by Grantee, in which event the Easement Property and the rights appurtenant thereto shall cease and terminate, and revert to Grantor and Grantor's heirs, successors and assigns.

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend, all and singular, the property rights and interests herein granted to Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.



When context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged that he or she executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged that he or she executed the same for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public, State of Texas

BOIS D' ARC MUNICIPAL UTILITY DISTRICT  
RATES AND FEES

1. METER SET SHORT TAP (WITHIN 10 LF OF WATERLINE).
  - (a) MINIMUM BASE METER SET IS ¾".
  - (b) ¾" METER SET = \$2700.00 (ALL METERS REQUIRE A DEPOSIT OF \$100.00 FOR WATER)
  - (c) REQUEST FOR A LARGER METER IS CONSIDERED TO BE A NON- STANDARD SERVICE, ADDITIONAL COST WILL APPLY.
  
2. LINE EXTENSIONS (ANYTHING BEYOND 10 LF FROM MAIN WATERLINE).
  - (a) ALL LINE EXTENSIONS ARE \$3.50 PER LF. FOR UP TO 2" PIPE (NOT INCLUDING METER SET).
  - (b) ALL OTHER SIZES ARE BID BY THE COST OF PIPE AT TIME OF REQUEST. BID PRICES WILL VARY AND ONLY BE VALID FOR 30 DAYS
  
3. ROAD CROSSING (TRENCHABLE)
  - (a) COUNTY ROADS ONLY, AND NO LARGER THAN A 2" \$500.00.
  - (a) THERE MUST BE WRITTEN PERMISSION FROM THE APPROPRIATE COUNTY COMMISSIONER ON FILE.
  
4. ROAD BORES
  - (a) ALL ROAD BORES WILL BE BID PER JOB WITH COST PLUS 15%.
  
5. LABOR AND EQUIPMENT FOR UNECESSARY DAMAGE TO WATERLINES:
  - (a) BACKHOE - \$150.00 PER HOUR
  - (b) LABOR - \$25.00 PER HOUR / PER MAN
  
6. SYSTEM WATER RATE
  - (a) MINIMUM BASE: \$32.70 PER MONTH MINIMUM FOR ZERO TO 2000 GALLONS.
  - (b) BLOCK ONE: \$ 6.54 PER 1000 GALLONS FOR NEXT 3000 GALLONS.
  - (c) BLOCK TWO: \$7.63 PER 1000 GALLONS FOR NEXT 5000 GALLONS.
  - (d) BLOCK THREE: \$10.90 PER 1000 GALLONS FOR NEXT ALL.
  
7. MISCELLANIOUS FEES
  - (a) RETURNED CHECK FEE: \$35.00
  - (b) LATE PAYMENT FEE: \$10.00
  - (c) SERVICE TRIP FEE: \$50.00
  - (d) METER ACCURACY TEST: \$50.00
  - (e) PRESSURE REDUCER (NOT INSTALLED): \$50.00
  - (f) REINSTATEMENT/UNLOCK FEE: \$25.00
  - (g) DEPOSIT: \$100.00
  - (h) RESERVICE/TRANSFER FEE: \$65.00
  - (i) METER READING VERIFICATION FEE \$50.00  
(IF READING CORRECT):
  - (j) METER REPLACEMENT FEE COST PLUS 15%  
(APPLICANTS REQUEST):
  - (k) DISCONNECT FEE: \$25.00

ALL FEES ARE NOT STATED ON THIS PAGE, BUT ANY AND ALL FEES MAY CHANGE FROM TIME TO TIME ON THE DETERMINATION AND APPROVAL OF THE BOARD OF DIRECTORS

ATTACHEMENT C

WORK ORDER # \_\_\_\_\_ PO # \_\_\_\_\_

DATE: \_\_\_\_\_ DATE NEEDED: \_\_\_\_\_

SERVICE REQUEST BID FOR : \_\_\_\_\_

911 SERVICE LOCATION : \_\_\_\_\_

(ALL BIDS ARE VALID FOR 30 DAYS AND REQUIRE ALL SIGNATURES AND PAPERWORK ALONG WITH PAYMENT IN FULL BEFORE CONSTRUCTION CAN BEGIN.)

SHORT TAP: (WITHIN 10 FEET OF MAIN LINE 1/4 "METER) \$ \_\_\_\_\_

LONG TAP STANDARD SERVICE: (UNDER 500 FEET)

\_\_\_\_\_ FEET OF \_\_\_\_\_ " PIPE @ \$ \_\_\_\_\_ PER FT. \$ \_\_\_\_\_

\_\_\_\_\_ FEET OF \_\_\_\_\_ " PIPE @ \$ \_\_\_\_\_ PER FT. \$ \_\_\_\_\_

\_\_\_\_\_ QTY \_\_\_\_\_ @ \$ \_\_\_\_\_ PER MISC. FITTINGS ETC. \$ \_\_\_\_\_

\_\_\_\_\_ QTY \_\_\_\_\_ @ \$ \_\_\_\_\_ PER MISC. FITTINGS ETC. \$ \_\_\_\_\_

\_\_\_\_\_ QTY \_\_\_\_\_ @ \$ \_\_\_\_\_ PER MISC. FITTINGS ETC. \$ \_\_\_\_\_

\_\_\_\_\_ QTY \_\_\_\_\_ @ \$ \_\_\_\_\_ PER MISC. FITTINGS ETC. \$ \_\_\_\_\_

\_\_\_\_\_ QTY \_\_\_\_\_ @ \$ \_\_\_\_\_ PER MISC. FITTINGS ETC. \$ \_\_\_\_\_

\_\_\_\_\_ QTY \_\_\_\_\_ @ \$ \_\_\_\_\_ PER MISC. FITTINGS ETC. \$ \_\_\_\_\_

ROAD BORE: \$ \_\_\_\_\_

MISCELLANEOUS: \$ \_\_\_\_\_

DEPOSIT: \$ \_\_\_\_\_

TOTAL AMOUNT DUE: \$ \_\_\_\_\_

TOTAL AMOUNT RECEIVED: \$ \_\_\_\_\_

BALANCE ON ACCOUNT: \$ \_\_\_\_\_

**BY SIGNING BELOW I / WE AGREE TO THE CHARGES IN THIS BID FOR SERVICE REQUEST.**

\_\_\_\_\_  
CUSTOMER DATE

\_\_\_\_\_  
CUSTOMER DATE

\_\_\_\_\_  
GENERAL MANAGER DATE

\_\_\_\_\_  
FINANCIAL OFFICER DATE

ATTACHMENT D

BOIS D' ARC MUNICIPAL UTILITY DISTRICT

**TCEQ REGULATORY GUIDANCE**

Water Utilities Division, Utility Rates & Services Section 512/239-6100

RG-219

FAX 512/239-6145

March 1996

**SUBJECT:      *One Meter Per Residence Requirements***

The following are excerpts from TNRCC rules. The numbers and letters in brackets indicate where these rules can be found in the Texas Administrative Code (30 T AC).

These rules apply to public water utilities:

One meter is required for each residential, commercial, or industrial service connection. An apartment building or mobile home park may be considered by the utility to be a single commercial facility for the purpose of these sections. The executive director may grant an exception to the individual meter requirement if the plumbing of an existing multiple use or multiple occupant building would prohibit the installation of individual meters at a reasonable cost or would result in unreasonable disruption of the customary use of the property. [291.89(a)(4)]

Use of meter: All charges for water service shall be based on meter measurements, except where otherwise authorized in the utility's approved tariff. [291.89(a)(1)]

These rules apply to retail public utilities and public water systems:

Each community public water system shall provide accurate metering devices at each service connection for the accumulation of water usage data. [290.44(d)(4)]

Connection - A single family residential unit or each commercial or industrial establishment to which drinking water is supplied from the system. [290.38]

Questions? Contact the Consumer Assistance Team, Water Utilities Division, MC153 at the phone number shown above or the address shown below.

**Texas Natural Resource Conservation Commission PO Box 13087 Austin, Texas 78711 - 3087**

The THRC is an equal opportunity affirmative action employer. The agency does not allow discrimination on the basis of race, color, religion, national origin, sex, disability, age, sexual orientation or veteran status. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the THRC at 512/239-6010, Fax 239-6033, or 1-800-RELAY-TX (TDD) or by writing PO Box 13087, Austin, Texas 78711-3087. Authorization for use or reproduction of any original material contained in this publication, i.e., not obtained from other sources, is freely granted. The Commission will appreciate acknowledgment.

**ATTACHMENT E**

**BOIS D' ARC MUNICIPAL UTILITY DISTRICT  
YOU CAN NOW REQUEST THAT PERSONAL INFORMATION  
CONTAINED IN OUR UTILITY RECORDS  
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature recently enacted a bill, effective September 1, 1993, allowing publicly owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

*IS THERE A CHARGE FOR THIS SERVICE?*

NO

*HOW CAN YOU REQUEST THIS?*

Simply complete the form at the bottom of this page and return to:

Bois D' Arc Municipal Utility District  
14101 E FM 1396  
Honey Grove, Texas 75446

**WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.**

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government 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 or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, electricity, or drainage service for compensation.

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**Return This Section**

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential.

\_\_\_\_\_  
*PLEASE PRINT Name of Account Holder*

\_\_\_\_\_  
*Account Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Area Code/Telephone Number*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Signature*

**ATTACHMENT F**

**BOIS D' ARC MUNICIPAL UTILITY DISTRICT  
14101 E. FM 1396  
HONEY GROVE, TEXAS 75446  
TEL: (903) 378-7361**

**CUSTOMER BANK DRAFT AUTHORIZATION FORM**

I (we) hereby authorize the Bois D'Arc Municipal Utility District to debit my (our) bank account, described below, for payment of my (our) monthly water utility bill.

DEPOSITORY (BANK): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
BANK ROUTING #: \_\_\_\_\_  
BANK ACCOUNT #: \_\_\_\_\_

This authorization will remain in full force and effect until the District and Depository have received written notification from me (or either of us) of its termination and for such additional time as necessary for the District and Depository to act on it.

PLEASE PRINT Bois D'Arc District Account #: \_\_\_\_\_

NAME(s): \_\_\_\_\_  
(AS IT APPEARS ON THE ACCOUNT)

SERVICE ADDRESS OF ACCOUNT: \_\_\_\_\_

HOME PHONE: (\_\_\_\_) \_\_\_\_\_ WORK PHONE: (\_\_\_\_) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MAXIMUM AMOUNT YOU WILL ALLOW TO DRAFT: \_\_\_\_\_

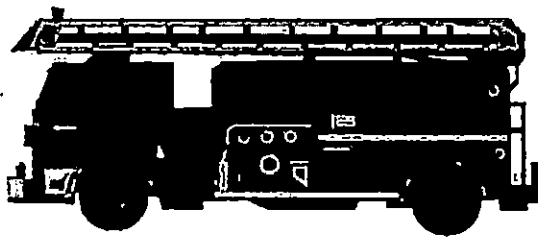
**INSTRUCTIONS TO PAY BY BANK DRAFT**

**COMPLETE THE FORM AND ATTACH A VOIDED CHECK FROM YOUR BANK ACCOUNT. TWO SIGNATURES ARE REQUIRED FOR ALL JOINT ACCOUNTS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US @ (903) 378-7361.**

# DISTRICT NEWS

## BOIS D' ARC MUNICIPAL UTILITY DISTRICT

### DISTRICT COLLECTING DONATIONS FOR LOCAL VFD'S



The Board and Staff of the Bois D' Arc Municipal Utility District are pleased to announce our effort to assist all the Volunteer fire departments that serve in our District. Beginning in July 2005, pursuant to Water Rights Statute 13.143, the District will implement as part of its billing process a program under which the utility collects from its customers a voluntary contribution in the amount of \$2.00 on behalf of a volunteer fire department. This contribution will be included in your water bill automatically and forwarded to the Volunteer Fire Department serving your area. It is anticipated these funds will be used for operations and capital improvements by the Volunteer Fire Department in area served.

Should a Water district customer desire not to pay the voluntary contribution, the customer may fill out the form provided and return to our office before the next billing cycle. For the current billing the customer may deduct the amount of the included contribution from their payment. Consult your tax professional regarding the income tax deductibility of the contribution. The following volunteer fire departments will receive funds from the District, Honey Grove VFD, Telephone VFD, North Fannin VFD, Dodd City VFD and Bonham VFD. Amounts collected under this statute are not rates and are not subject to regulatory assessments, late payment penalties, or other utility-related fees, and are not required to be shown in tariffs filed with the regulatory authority. Added by Acts 1997, 75th Legislature, Chapter 409,1, effective May 28, 1997. If you have questions about the volunteer fire department donations please call Monday—Friday, 9:00am to 4:00pm.

## ATTACHMENT G

COMPLETE THIS FORM IF YOU **DECLINE** THE VFD DONATION.

***NO, I DO NOT WISH TO MAKE A VOLUNTEER FIRE DEPARTMENT DONATION IN THE FUTURE. PLEASE TAKE MY ACCOUNT OFF THE LIST.***

PLEASE PRINT *Name of Account Holder*

*Account Number*

*Address*

*Area Code/Telephone Number*

*City, State, Zip Code*

*Signature*

**INSTRUCTIONS FOR PLUMBERS CERTIFICATION**  
**PAGE 17 - ATTACHMENT H**

**BOIS D' ARC MUNICIPAL UTILITY DISTRICT**

**THIS FORM IS FOR ALL NEW CONSTRUCTION.  
HOMES\BARNs ETC. WITH ANY  
NEW PLUMBING**

**MOBILE AND MODULAR HOMES ARE EXEMPT**

**YOU AND YOUR PLUMBER NEED TO SIGN AND DATE THE NEXT PAGE.  
PLEASE RETURN THE FORM TO DISTRICT UPON COMPLETION.**

**IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL OUR OFFICE.**



**ATTACHEMENT H**

**BOIS D' ARC MUNICIPAL UTILITY DISTRICT**

**NOTICE  
TO HOMEOWNERS AND PLUMBERS**

Bois D' Arc Municipal Utility District (hereafter called utility hereby notifies all plumbers and homeowner that all water utilities in the state of Texas must comply with the rules and regulations of the Texas Commission on Environmental Quality (TCEQ) concerning construction and renovation of and additions and modification to private plumbing facilities.

Utility has adopted the Uniform Plumbing Code as the prevailing guide for plumbing facility construction and modification standards, particularly regarding the prohibition of the use of lead solder and fittings and the prohibition of cross-connections within the plumbing system. By execution of this document, the homeowner and plumber certifies that all plumbing meets, to the best of their knowledge, the following conditions on the date executed below:

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 state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing code.
2. No cross-connection between the public drinking water supply and a private water system or well exists. Where and actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure one backflow prevention assembly is properly installed. A service agreement shall be maintained according to the utility rules for annual inspection and testing by a certified backflow prevention device tester.
3. No connection exists which would allow the return of water used for condensing, cooling, or industrial processes back to the public water supply.
4. No pipe or pipe fittings which contains more than 8.0% lead exists in the private plumbing facilities on or after July 1, 1998.
5. No solder or flux which contains more than 0.2% lead exists in the private plumbing facilities on or after July 1, 1998.
6. The customer is responsible for taking precautions for heat expansion created by a closed system created by installation of a dual check valve.

This document will be retained as a part of the utility's permanent files along with all plumbing inspection documents. By execution hereof, I certify that the foregoing is true and correct and that I am legally responsible for the validity of the information I have provided. I also understand that the utility will inspect all private plumbing facilities and that I, the homeowner and plumber shall be present to demonstrate compliance.

\_\_\_\_\_  
PLEASE PRINT NAME OF HOMEOWNER

\_\_\_\_\_  
ACCOUNT #

\_\_\_\_\_  
SIGNATURE OF HOMEOWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PLUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLEASE PRINT PLUMBERS NAME

\_\_\_\_\_  
LICENSE NUMBER

ATTACHEMENT I

BOIS D' ARC MUNICIPAL UTILITY DISTRICT  
PLEASE VISIT OUR NEW WEBSITE AT

<http://www.boisdarc mud.ruralwaterusa.com>

IT IS FULL OF INFORMATION THAT MAY INTEREST YOU.

WE HIGHLY RECOMMEND YOU SUBSCRIBE TO HAVE OUR ALERTS DELIVERED VIA EMAIL OR TEXT TO NOTIFY YOU OF OUR WATER OUTAGES. THIS IS JUST ANOTHER WAY WE ARE WORKING BETTER TO SERVE OUR CUSTOMERS.

The screenshot shows the website for Bois D' Arc Municipal Utility District. At the top, the URL 'boisdarc mud.com' is displayed. The header includes the district's name, 'Committed to Providing Clean, Safe Water for All Our Residents', and contact information: 'Bois D' Arc Municipal Utility District, 501 W. 2nd St., Hwy 67 South, TX 75205, 800-378-7751, View Map'. A navigation menu contains 'Home', 'Customers & Service', 'Forms & Reports', 'News & Notices', and 'FAQ'. A search bar is located on the right. The main content area features a large image of a tree with the text 'Explore our Conservation Tips'. Below this are sections for 'Our Mission', 'Bill Payment Options', and 'Conservation Tips'. A 'Recent News' section highlights a new website launch on February 28, 2013, and an article about irrigation history from September 15, 2013. On the right side, there are sections for 'PAY YOUR BILL', 'Local Weather in Honey Grove, TX', 'ALERTS' (including a 'WATER OUTAGE' alert), 'Subscribe', and 'Related Links'.

ATTACHMENT J.

BOIS D' ARC MUNICIPAL UTILITY DISTRICT

<http://www.texoma.cog.tx.us/services/9-1-1-addressing/>  
9-1-1 Addressing

The Texoma Council of Governments (TCOG) is proud to partner with Fannin County, Cooke County and the cities of Gunter and Van Alstyne in assigning addresses and developing maps that help first responders get to the right location as quickly as possible. The TCOG GIS Program is responsible for assigning and maintaining 9-1-1 addresses inside of these counties and cities. For information regarding a property inside of an incorporated city not listed you will need to contact the appropriate city.

If you have any questions, call Mike Schmitz at 903-813-3565 mapping coordinator for 911. Or call Nathan Voight at 903-813-3557 or email him at [nvoight@texoma.cog.tx.us](mailto:nvoight@texoma.cog.tx.us).

Below is an example of the form you can locate on the website.

1. Provide all requested information, including Property ID
2. Place a stake in the center of the new driveway, marked with the applicant's name
3. Do not submit if your property is within the city limits.


texoma.cog.tx.us

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**Your Name**

Your First Name (required):  Property ID given by Participant on the Website:

Your Last Name (required):



**Your Mailing Address**

Address:

City:

State:

Zip:

**Contact Information**

Home Phone:

Work Phone:

Cell Phone:

Your Email:

**Location Information**

Road Name:

Nearest Intersecting Road:

Date You Purchased the Property:

Type of Property:

**Additional Information**

Is there a flood control lake within one (1) mile of the new structure?  
 Yes  No

Relative to the road, which direction is the driveway?

Number of Acres:

Subdivision Name:

Lot Number:

*Provide the address and name, if possible, of the person(s) on other side of your property and the direction from your property.*

Direction to your neighbor's house:

Neighbor's Name:

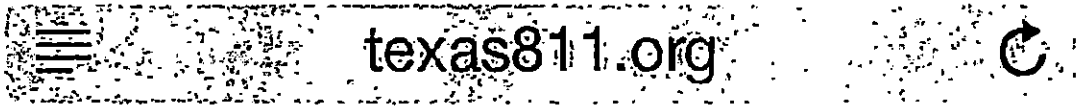
Neighbor's Address:

What color is grass?

Please answer the question above and select "Submit" in order to complete the online application process.

ATTACHMENT K

BOIS D' ARC MUNICIPAL UTILITY DISTRICT



**Texas811** *Get it done before you dig. Call before you dig.*

SEARCH SITE  GO

ABOUT TEXAS811 MEMBER INFORMATION DAMAGE PREVENTION CALENDAR OF EVENTS ADDITIONAL INFORMATION CONTACT US

## Safe Excavation Begins With You!

It's FREE. It's EASY. It's the LAW!

These simple steps may be the most important you ever take:

**1. Click here to enter the required information about your excavation at least 2 working days before you dig. You may also use GeoRemote or call 811.**

Tell us about your project including location and what is being done, as well as all necessary instructions to make sure the right area gets marked. We accept GPS coordinates if provided along with detailed driving directions.

### 2. We Notify Member Facility Operators

Texas811 will tell you which facility operators will be notified about your excavation near their underground lines.

We will provide you with a reference number that serves as a proof of your call. We also keep a complete record of your call to verify your compliance with the law.

### 3. The Facility Operators Respond by marking their buried lines or other response.

Facility operators will mark their underground lines, as they determine necessary, and you will be able to work safely without delay. Marking Examples

### 4. Your excavation project proceeds safely.

Begin your project knowing that you are utilizing safe excavation practices while preserving vital services, protecting property and saving lives!



The Dallas Morning News

