

SPORTSMAN'S WORLD MUNICIPAL UTILTIY DISTRICT
3138 HELL'S GATE LOOP
STRAWN, TEXAS 76475
940-779-2580
940-779-4205 (fax)

Date: _____

To: _____

Re: Section ____ Block ____ Lot _

Welcome to Sportsman's World!

Enclosed are applications for Water and Sewer Service in Sportsman's World at Possum Kingdom Lake for the property you recently purchased. Please complete all pages, sign and return to our office.

For brand **new** service (no prior service on the lot) the total fees of **\$5,000.00** must be received before a meter is set. Please return your check payable to Sportsman's World MUD with this application.

If this is a **transfer** of an existing account there is a **\$40.00** charge for transferring your service from the previous owner. Make your check payable to Sportsman's World MUD and send it along with the application.

If you have any questions please give us a call at 940-779-2580 OR 940-659-8186.

Sincerely,

Diana Higginbotham
Sportsman's World MUD
Bookkeeper for the District

For BOTH new and transfer of water & sewer accounts.

**SPORTSMAN’S WORLD MUNICIPAL
UTILITY DISTRICT
3138 HELL’S GATE LOOP
STRAWN, TX 76475**

For Office Use Only
NEW AND TRANSFER ACCTS.
Effective Date:
Account No.:
Transfer Fee:
Security Deposit:
Deposit Paid:
Verified By:

WATER & SEWER APPLICATION - PART I

Address for Water and Sewer Service

Sportsman’s World, Strawn, Tx 76475

SECTION ___, BLOCK ___, LOT _____

Address to send bill (if difference from above)

Check one box for Security Deposit category. To qualify for the Residential Owner Security Deposit, you must submit proof of ownership or similar documentation with this Application.

- I Own/Am buying Residence**
- I lease/Rent Residence**
(Security Deposit to be determined by District)
- Commercial or Business Establishment**
(Security Deposit to be determined by District.)

Names of those responsible for payment of water and sewer bills:

1. Name _____
2. Address (If different from above) _____
3. Email address: _____
4. Driver’s License No/State _____
5. Phone No. – Home or Cell _____ Work Ph No. _____

The undersigned acknowledge that we are requesting water and sewer to be supplied by SPORTSMAN’S WORLD MUNICIPAL UTILITY DISTRICT, “THE DISTRICT”. The above listed persons have requested water and sewer service and are responsible for payment for services provided and related charges.

In consideration of the payment of the Application Fee of \$40.00 (FORTY DOLLARS & 00 CENTS), and Security Deposit in the amount of \$ N/A and in consideration of the mutual promises and covenants of the parties, we agree, acknowledge and understand the following:

1. That the DISTRICT itself or by and through its authorized agents have the power to terminate water and sewer services if any of the following events occur:
 - a. The water bill is not paid in full within twenty (20) days after the billing date.
 - b. There exists an obstruction that interferes with the proper reading of the meter and said obstruction is not removed the customer shall then be back charged for the cost of removing the obstruction.
 - c. Any other violation of the DISTRICT'S rate order and rules and regulations is reported and not corrected within five (5) days of notice from the DISTRICT or its agents.
 - d. The Water and Sewer Application required herein is not received by the DISTRICT within twenty (20) days after starting water and sewer services in the DISTRICT.
2. We understand that the DISTRICT will forward notice to us before termination. The notice, however, we agree and acknowledge, will be sufficient if mailed by regular mail sent to the billing address above. If payment of the bill for water and sewer services is not made within ten (10) days after the notice is mailed, the District has the right to terminate your water and sewer services without further notice. We also understand that if water and sewer services are terminated, a reconnection fee will be charged. We release the DISTRICT and its authorized agents from any and all liability for terminating services if any of the grounds for termination referenced in Item 1 exist.
3. We further agree that if we move without paying the last bill or any previous bill for water and sewer services, then the DISTRICT will file an adverse credit report with a credit bureau agency.
4. We agree to advise the DISTRICT of any change in our phone number or billing address.
5. We understand that we can appeal any notice of termination of services or any billing charges by contacting the District's bookkeeper or any successor by phone, facsimile or mail.

Forward this Application, with the \$40.00 Application Fee and the Security Deposit of \$ n/a .

State of Texas law provides our Customers the right to request that the DISTRICT or its agents do not disclose certain confidential information in accordance with the TEXAS UTILITIES CODE, SECTION 182.051. Confidential information includes your address and telephone number. If you wish to request this confidentiality you must check the box below.

I request that the DISTRICT or its agents do not disclose confidential information.

Please complete, sign and return this Application along with your payment to the address below. Make your check payable to:

**SPORTSMAN'S WORLD MUNICIPAL UTILITY DISTRICT
3138 HELL'S GATE LOOP
STRAWN, TX 76475**

EXECUTED THIS _____ day of _____, 20____

Note: Property Owners are responsible for all unpaid bills.

Signature of 1st Responsible Party

Signature of: 2nd Responsible Party

NEW USER ACCOUNT NO: _____

DATE: _____

SPORTSMAN'S WORLD MUNICIPAL UTILITY DISTRICT

WATER AND SEWER SERVICE APPLICATION, PART II

NAME (PRINT)

MAILING ADDRESS (PRINT) TELEPHONE NUMBER

LOCATION AND IDENTIFICATION KEY

LOT NO. _____ SECTION NO. _____ RESIDENTIAL Y/N _____ BLOCK NO. _____

SUB-DIVISION NAME SPORTSMAN'S WORLD

(1.) DO YOU OWN PROPERTY WHERE WASTEWATER AND/OR WATER SERVICE WILL BE LOCATED? _____, IF YOU DO NOT OWN PROERTY, WHERE IS THE OWNER? _____

NAME MAILING ADDRESS

WATER AND WASTEWATER SERVICE IS PROVIDED BY: WATER: SPORTSMAN'S WORLD
MUD WASTEWATER _____

(2.) FACILITIES WITHIN THE DISTRICT BOUNDARIES MUST APPLY FOR BOTH WATER AND SEWER SERVICE. ONE SERVICE WILL NOT BE PROVIDED UNLESS APPLICATION IS MADE FOR BOTH WITHOUT SPECIAL BOARD ACTION. WHERE ONE SERVICE IS PROVIDED BY ANOTHER AGENT, PROOF OF APPLICATION TO THIS AGENCY MUST BE PROVIDED.

(3.) CONDITIONS FOR WATER SERVICE.

(a) Charges for connection of Water Service are as follows:

WATER	3/4" METER	1" METER	1 1/2" METER	2" METER
TAP FEE	\$600.00	\$ 0.00	\$ 0.00	\$ 0.00
RECONNECT FEE	\$ 50.00	\$65.00	\$125.00	\$175.00
DEPOSIT	\$ 40.00	\$65.00	\$115.00	\$165.00
SERVICE CHARGE	\$ 15.00	\$15.00	\$ 15.00	\$ 15.00

- (b) On new installations the tap fee will include installation of service to a meter at the customer property line in a convenient location determined by the District
- (c) Facilities out side the District boundaries and within 2,000 feet of the Lake, must obtain Palo Pinto County Water District approval for a sewage disposal system prior to receiving a water meter for a new installation.

(4.) CONDITIONS FOR SEWER SERVICE.

- (a) For reconnection on an existing service no additional fees will be charged.
- (b) An availability charge, (sometimes referred to as a tap fee), of \$600.00 will be assessed for each new sewer service installation and must be paid at the time of application.
- (c) The customer will be responsible for connection to the building from the property line service and from the grinder pump system for pressure service. The customer must also provide a 220 Volt/30 AMP electric service at a location determined by the District for pressure systems. All installations will be in accordance with District specifications and subject to District inspection.

Signature

Date

MAKE CHECK PAYABLE TO "SPORTSMAN'S WORLD MUNICIPAL UTILITY DISTRICT."
SHOULD IT NOT BE FEASIBLE TO FURNISH SERVICES, ANY AND ALL PAYMENTS RECEIVED
WILL BE REFUNDED.

(Amount) RECEIVED AS _____ (Total) _____ PAYMENT (Initial)

FOR SPORTSMAN'S WORLD
MUNICIPAL UTILITY DISTRICT

DATE

Water and Sewer Connection Fees to be paid with application:

WATER TAP	\$ 600.00
SEWER TAP	\$ 600.00
GRINDER PUMP	\$3,000.00
GRINDER PUMP INSTALLATION	\$ 350.00
ROAD CUT	<u>\$ 450.00</u>
 TOTAL DUE	 \$5,000.00
SPORTSMAN'S WORLD MUNICIPAL UTILITY DISTRICT	

ARTICLE IV

Rates for Service

Section 4.1 Monthly rates for residential and commercial water service

a) The following rates per month shall be charged for residential and commercial water service furnished by the District through meters to each separate connection in every instance in which a different charge is not expressly and clearly provided for elsewhere herein:

For first 3,000 gallons of water used	\$55.50
From 3,001-9,000 gallons of water used	\$2.60/1,000 gal.
From 9,001-17,000 gallons of water used	\$5.20/1,000 gal.
From 17,001-26,000 gallons of water used	\$7.80/1,000 gal.
From 26,001-50,000 gallons of water used	\$15.60/1,000 gal.
Over 50,001 gallons of water used	\$20.00/1,000 gal.

b) The minimum monthly charge shall be \$55.50 for which 3,000 gallons of water may be used. Until a meter is installed, the minimum amount shall be charged each month.

c) The rates provided in a) above for water service, including the said \$55.50 per month minimum, shall be applicable to each separate condominium or townhouse. In the event that water to a condominium or townhouse project is furnished through a master meter, the total charges for water service to such project shall be calculated by dividing the total number of gallons furnished during the month by the total number of units therein, regardless of whether they are occupied. If the resulting quotient does not exceed 3,000 gallons, the total charges shall equal the total number of units multiplied by the minimum monthly charge. If the resulting quotient exceeds 3,000 gallons, the total charges shall equal the total number of units multiplied by the monthly rates provided in a) above.

d) In the event water to a condominium or townhouse project is supplied through a master meter and the owner of two (2) units permanently combines the units by removing all or a significant portion of the wall between the units to create a permanently open space and where the

owner can demonstrate the opening to the Board's satisfaction, the owner may file an application (executed by the owner and condominium or townhouse association) with the Board requesting the combined units be considered one unit for billing purposes. If the Board approves the application, the new rate will go into effect the billing month following approval by the Board. If the units are later separated in any manner, the Board reserves the right to bill the association back to the date the opening was closed.

e) In the event the District provides water service and sewer service is not available, the District shall also provide solid waste collection service, and the minimum charge for water and solid Waste collection service shall be as follows:

Residential	\$55.50
Commercial	\$70.50

Section 4.2 Monthly rates for residential sewer and solid waste collection service

a) The following rates per month shall be charged for sewer and solid waste collection service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

Up to 50,000 gallons of water used	\$25.00
Over 50,000 gallons of water used	\$25.00 plus \$1.00 per 1,000 gallons up to a Maximum of \$15.00

b) The minimum monthly charge shall be \$25.00. Until a meter is installed, the minimum amount shall be charged each month.

Section 4.3 Monthly rates for commercial sewer and solid waste collection service

a) The following rates per month shall be charged for commercial sewer and solid waste collection service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

Up to 50,000 gallons of water used	\$50.00
Over 50,000 gallons of water used	\$50.00 plus \$1.00 per 1,000 gallons over 50,000 gallons

b) The minimum monthly charge shall be \$50.00. Until a meter is installed, the minimum amount shall be charged each month

EXHIBIT "A"

SPORTSMAN'S WORLD MUNICIPAL UTILITY DISTRICT RETAIL SERVICE AGREEMENT

I. **PURPOSE.** SPORTSMAN'S WORLD MUNICIPAL UTILITY DISTRICT (the "District") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper system construction or configuration on the retail connection owner's side of the meter. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each retail customer must sign this agreement before the District will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the District will not re-establish service unless it has a signed copy of this agreement.

II. **RESTRICTIONS.** The following unacceptable 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 device.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

C. No connection which allows water to be returned to the public drinking water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the District and the undersigned (the "Customer").

A. The District will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the District's water system.

B. The Customer shall allow his property to be inspected -for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the District OP' its designated agent prior to initiating new service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the private water distribution facilities. The inspections shall be conducted during the District's normal business hours.

C. The District shall notify the Customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.

E. The Customer 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.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the District shall, at its option, either 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 Customer.

DATE:

CUSTOMER'S SIGNATURE

Name:

Address:

Telephone No.: _____