

NORTH HUNT SPECIAL UTILITY DISTRICT

201 B KINGS PLAZA

COMMERCE, TEXAS 75428

903-886-3458

NEW METER REQUEST PACKET

FORM REQUIREMENTS & DISTRICT INFORMATION

1. SERVICE INVESTIGATION FORM
2. SERVICE APPLICATION & AGREEMENT
3. MEMBERSHIP MORTGAGE AGREEMENT
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5. AFFIDAVIT-ONE RESIDENCE PER METER
6. PROVIDE COPY OF CURRENT UNEXPIRED DRIVER'S LICENSE
7. PROVIDE COPY OF GENERAL WARRANTY DEED FROM CLOSING DOCUMENTS PROVING PROPERTY OWNERSHIP (NOT A PROPERTY TAX STATEMENT)
8. METER TAMPERING
9. ACH DRAFT FORM IF NEEDED
10. DEVELOPER & SUBDIVISION NOTICE
11. DAMAGE FROM EXCAVATION – PENALTY OCT 2024

ONCE SERVICE IS ESTABLISHED PLEASE GO TO OUR WEBSITE
<https://northhuntsud.ruralwaterusa.com> TO SIGN UP WITH YOUR CELL PHONE
NUMBER AND/OR YOUR EMAIL ADDRESS FOR ANY ALERTS SENT OUT BY THE
DISTRICT AS A NEED TO NECESSITY, PLUS FIND ADDITIONAL FORMS &
INFORMATION CONCERNING OUR DISTRICT & DISTRICT REQUIREMENTS

**NORTH HUNT SPECIAL UTILITY DISTRICT
REQUEST FOR SERVICE INVESTIGATION FORM**

OFFICE LOCATION: 201B Kings Plaza Commerce, TX75428
MAILING ADDRESS: P.O. Box 1170 Commerce, Texas 75429
EMAIL : northhuntsud@aol.com
PHONE: 903-886-3458

Date: _____

Applicant's Name: _____

Phone: _____

Email: _____

Type and Size of Service: _____

Location of Property (911 Address)

STANDARD \$ _____

NON-STANDARD \$ _____

ROAD BORE \$ _____

LINE EXTENSION \$ _____

LINE UPSIZE \$ _____

LINE UPGRADE \$ _____

I understand that my request for service is under the classification of either

STANDARD ☐ **OR NON-STANDARD** ☐

Request for 1 meter is **\$100.00**

Requests for 2 and up to 4 meters is **\$500.00**

Any request for 5 or more meters must be directed to our engineering firm by the individual submitting this request as follows:

DUNAWAY/DBI

shelby.smith@dunaway.com

972-784-7777

I understand that I will have to pay a Service Investigation Fee to offset the cost of determining if any Road Bore, Line Extension, and or Line Upgrade is required for service.

I understand if I request 1 meter, I will not be allowed to request another meter in the future without completing a new Service Investigation Fee and paying \$500 to determine if service is available.

If North Hunt SUD determines a road bore, line extension, upgrades, upsizing or any other action needed and North Hunt SUD provides me with an estimate of related charges and I **DECLINE** Service with North Hunt SUD, my **Service Investigation Fee is forfeited.**

I further understand that it will be my responsibility to pay for any Engineering, Road Boring, Line Extensions, line upgrade, and line upsizing, **IN FULL PRIOR TO CONSTRUCTION.** As determined by North Hunt SUD.

This service request and any estimate pertaining to this installation is **ONLY VALID FOR 30 DAYS.**

Applicant Signature: _____ **Date:** _____

FOR OFFICE USE ONLY

ANY ADDITIONAL COST \$ _____

CURRENT ESTIMATED TOTAL \$ _____

APPROXIMATE INSTALL DATE/TIME FRAME:

GENERAL MANAGERS'S OR DISTRIBUTION MANAGER'S SIGNATURE & DATE

ACCEPTANCE SIGNATURE & DATE

NORTH HUNT SPECIAL UTILITY DISTRICT SERVICE APPLICATION AND AGREEMENT

APPLICANT INFORMATION-PLEASE PRINT

Date:

Applicant's Name:

Driver's License No.

State of Issuance:

Exp Date:

Social Security No.

DOB:

Home Telephone: ()

Alternate Telephone: ()

E-mail Address:

CO-APPLICANT

Co- Applicant's Name:

Driver's License No.

State of Issuance:

Exp Date:

Social Security No.

DOB:

Home Telephone: ()

Alternate Telephone: ()

E-mail address:

EMERGENCY CONTACT

Emergency Contact Name:

Emergency Contact Telephone: ()

TYPE OF ACCOUNT

Single Family Residential _____ Commercial _____ RV Only _____ Irrigation Only _____

Acreage: _____ Household Size: _____ Number in Family: _____ Livestock & Number _____

Special Service Needs of Applicant: _____

If Commercial, type of Business:

If Subdivision, where is service requested:

Legal Description of Property (include name of road and lot and block number).

Service Address:

Billing Address:

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

NORTH HUNT SPECIAL UTILITY DISTRICT SERVICE APPLICATION AND AGREEMENT

AGREEMENT made this ____ day of _____, 20____, between North Hunt Special Utility District, (the "District") a District organized under the laws of the State of Texas and _____ (herein after called the Applicant and/or Customer). By execution hereof, the Applicant agrees that he/she has read and understands the terms of this agreement as stated on the attached form(s), and understands that noncompliance shall constitute denial or discontinuance of service until such time as the violation(s) is corrected to the satisfaction of the District. Any misrepresentations of the facts by the Applicant shall result in discontinuance of service pursuant to the terms and conditions of the District's current service policy.

Applicant Signature: _____ **Date:** _____

Co-Applicant's Signature: _____ **Date:** _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____

NOTARY SEAL:

NOTARY PUBLIC, STATE OF TEXAS

DISTRICT USE ONLY:

Easement: _____ Proof of Ownership: _____ Map: _____ Meter Size: _____

FEES: Deposit \$ _____ Set Up \$ _____ CSI \$ _____ Tap\$ _____ Other \$ _____

TOTAL: \$ _____

Work Order# _____

Classification: _____ **STANDARD** _____ **NON-STANDARD**

NOTES: _____

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.

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 and/or wastewater connection 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 any customer service isolation valves, backflow prevention devices, pressure regulators, 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, 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.

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 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 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 Applicant shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. 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 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 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 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 as specified in the District's Service Policies. By execution of this Agreement, the Applicant hereby agrees to 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 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) 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 the District's purposes in providing system-wide service for existing or future 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 four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the District's Service Policies.

NORTH HUNT WATER SPECIAL UTILITY DISTRICT MEMBERSHIP MORTGAGE AGREEMENT

This agreement hereby verifies that the NHSUD provides or is able to provide utility service under the terms and conditions of its Policies to the property so designated in this agreement.

The NHSUD does meet the service requirements of the Texas Commission on Environmental Quality and currently holds all authorization or certification required.

The Membership available/assigned to this property is transferable to all legally qualifying interests upon compliance with the terms and conditions of the NHSUD's Policies, including but not limited to completion of all required forms and applications, payment of all fees, and payment of final account balances.

The NHSUD shall notify any Loan/Membership guarantor and/or mortgagee by certified mail at least thirty (60) days prior to Membership/Service termination and guarantor/mortgagee hereby guarantees payment of any account balances required to prevent termination of Membership by the NHSUD.

A guarantor and/or mortgagee shall qualify as a bona fide lien-holder to the Membership by providing a Deed of Trust*, to be hereto affixed, for the real property in question and designated below which clearly defines the guarantor and/or mortgagee as the lien-holder of the Membership and the real property for which Membership was issued. NHSUD shall notify the entity so designated in the Deed of Trust*.

Legal Description of Property:

Mortgagee (Lien-Holder)

Guarantor (If Applicable)

NHSUD Representative

Date

Note: * Please attach Deed of Trust or other proof of ownership for permanent record.

UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

RIGHT-OF-WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that _____
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by _____ (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, Deed Records, _____ County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the rights to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successors or assigns, to move or remove any such abandoned lines or appurtenances.

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 this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____

ACKNOWLEDGMENT
(Individual)

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ by _____.

(SEAL)

Notary Public, State of Texas

NORTH HUNT SPECIAL UTILITY DISTRICT

PO Box 1170
Commerce, Texas 75429-1170
(903) 886-3458

AFFIDAVIT

NAME:

ACCOUNT:

I, _____, do hereby affirm that I do not or will not have multiple dwellings or businesses or any combination thereof connected to a single membership service with the North Hunt Special Utility District.

Signature

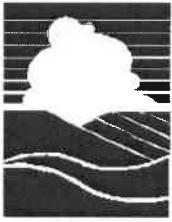
Date

STATE OF TEXAS)

COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me on this ____ day of _____,
20____.

Notary Public, State of Texas



TNRCC 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 TAC).

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

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TNRCC REGULATORY GUIDANCE

Water Utilities Division, Utility Rates & Services Section
March 1996

SUBJECT: Requisito de “Un Medidor Por Residencia”

Los siguientes son extractos de las Reglas de la Comisión para la Conservación de los Recursos Naturales de Texas [TNRCC]. Los números y letras en paréntesis indican donde se encuentran estas reglas en el Código Administrativo de Texas (30 TAC).

Estas reglas se aplican a las compañías públicas para la provisión de agua:

Un medidor es necesario para cada conexión de servicio residencial, local comercial, o local industrial. Un edificio de departamentos o un parque de remolques o casas móviles puede ser considerado como un local comercial para el propósito de estas secciones. El director ejecutivo puede dar una excepción a este requisito de medidores individuales si la plomería de un edificio de uso múltiple o de varios ocupantes prohibiera la instalación de medidores individuales a un costo razonable, o si resultara en una interrupción innecesaria del uso normal de la propiedad. [291.85(a)(3)(B)]

Uso de medidor. Todos los cargos de servicio de agua deben basarse en lecturas del medidor, excepto cuando otra forma de facturar esté autorizada en la tarifa aprobada para esa compañía. [291.88(a)(1)]

Estas reglas se aplican a compañías públicas para la provisión de agua y a sistemas públicos de agua:

Cada sistema público de agua debe proveer medidores de agua en cada conexión de servicio para la acumulación de información de consumo de agua. [290.44(d)(4)]

Conexión de Servicio - Una residencia de una sola familia o un establecimiento comercial o industrial que recibe agua potable del sistema público de agua. [290.38]

¿Preguntas? Llame a Consumer Assistance, Water Utilities Division, MC153 al número telefónico que se muestra en el titular o en la dirección que se encuentra al final de la página.

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

La Comisión de Texas para la Conservación de los Recursos Naturales (TNRCC) es un empleador que da oportunidades iguales y ofrece acción afirmativa. Esta institución no permite discriminación por raza, color, religión, nacionalidad, sexo, incapacidades, edad, orientación sexual o estado de veterano. En acatamiento con la Ley de Americanos con Incapacidades, éste documento está en formatos diferentes. Puede pedirlo a la TNRCC por teléfono al 512/239-0010, 1-800-RELAY-TX (TDD), por fax al 512/239-0055 o por carta a P.O. Box 13087, Austin, TX 78711-3087.

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Meter Tampering

The following is an excerpt from the Texas Penal Code regarding "Criminal Mischief" (Vernon's Texas Codes Annotated §28.03). The TCEQ is providing this information in response to inquiries from utilities and their customers. **Questions about the interpretation or enforcement of this statute should be directed to local law enforcement officials.**

Investor-owned utilities and their customers may also want to review TCEQ rules regarding meter tampering. (See "Customer Service and Protection," Subchapter E, Chapter 291, Title 30, Texas Administrative Code.) Questions about those rules can be directed to the Consumer Assistance Team in the TCEQ's Water Supply Division at 512-239-4691 (fax 512-239-6972). Copies of TCEQ rules are available from Publications at 512-239-0028 and are on the TCEQ's Web site at <www.tceq.state.tx.us>.

Texas Penal Code, §28.03, Criminal Mischief

- (a) A person commits an offense if, without the effective consent of the owner:
- (1) he intentionally or knowingly damages or destroys the tangible property of the owner;
 - (2) he intentionally or knowingly tampers with the tangible property of the owner and causes pecuniary loss or substantial inconvenience to the owner or a third person; or
 - (3) he intentionally or knowingly makes markings, including inscriptions, slogans, drawings, or paintings, on the tangible property of the owner.
- (b) Except as provided by Subsection (f), an offense under this section is:
- (1) a Class C misdemeanor if:
 - (A) the amount of pecuniary loss is less than \$20; or
 - (B) except as provided in Subdivision (3)(B), it causes substantial inconvenience to others;
 - (2) a Class B misdemeanor if the amount of pecuniary loss is \$20 or more but less than \$500;
 - (3) a Class A misdemeanor if the amount of pecuniary loss is:
 - (A) \$500 or more but less than \$1,500; or
 - (B) less than \$1,500 and the actor causes in whole or in part impairment or interruption of public communications, public transportation, public water, gas, or power supply, or other public service, or causes to be diverted in whole, in part, or in any manner, including installation or removal of any device for any such purpose, any public communications, public water, gas, or power supply;
 - (4) a state jail felony if the amount of pecuniary loss is \$1,500 or more but less than \$20,000;
 - (5) a felony of the third degree if the amount of the pecuniary loss is \$20,000 or more but less than \$100,000;
 - (6) a felony of the second degree if the amount of pecuniary loss is \$100,000 or more but less than \$200,000; or
 - (7) a felony of the first degree if the amount of pecuniary loss is \$200,000 or more
- (c) For the purposes of this section, it shall be presumed that a person who is receiving the economic benefit of public communications, public water, gas, or power supply, has knowingly tampered with the tangible property of the owner if the communication or supply has been:
- (1) diverted from passing through a metering device; or
 - (2) prevented from being correctly registered by a metering device; or
 - (3) activated by any device installed to obtain public communications, public water, gas, or power supply without a metering device.
- (d) The term "public communication, public transportation, public water, gas, or power"

supply, or other public service" shall mean, refer to, and include any such services subject to regulation by the Public Utility Commission of Texas, the Railroad Commission of Texas, or the Texas Water Commission [predecessor agency of the TCEQ] or any such services enfranchised by the State of Texas or any political subdivision thereof.

- (e) When more than one item of tangible property, belonging to one or more owners, is damaged, destroyed, or tampered with in violation of this section pursuant to one scheme or continuing course of conduct, the conduct may be

considered as one offense, and the amounts of pecuniary loss to property resulting from the damage to, destruction of, or tampering with the property may be aggregated in determining the grade of the offense.

- (f) An offense under this section is a state jail felony if the damage or destruction is inflicted on a place of worship or human burial, a public monument, or a community center that provides medical, social, or educational programs and the amount of the pecuniary loss to real property or to tangible personal property is less than \$20,000.

North Hunt SUD
P.O. Box 1170
Commerce, Texas 75429-1170

Phone: 903-886-3458
Fax: 903-886-4070

AUTHORIZATION FOR PRE-AUTHORIZATION PAYMENTS

Company Name

Company ID Number

NORTH HUNT SUD

I (we) hereby authorize NORTH HUNT SUD, to initiate debit entries to my (our) Checking _____ or Savings _____ Account (select one) indicated below and the depository named below, hereinafter call DEPOSITORY, to debit the same to such account.

DEPOSITORY

NAME _____

BRANCH _____

CITY _____

STATE _____ ZIP _____

TRANSIT/ABA# _____

ACCOUNT _____

This authority is to remain in full force and effect until North Hunt SUD has received written notification from me (or either of us) of its termination in such time and in such manner as to afford NORTH HUNT SUD a reasonable opportunity to act on it.

NAME (S) _____

ID# _____

SIGNATURE _____

DATE _____

Please attach a voided check if a checking account is selected.

Attach voided check here.

FOR COMPANY USE ONLY

Date received _____

Processed by _____

**NORTH HUNT SPECIAL UTILITY DISTRICT
P.O. BOX 1170
COMMERCE, TEXAS 75429-1170**

**NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE
EXTENSION POLICY OF
NORTH HUNT SPECIAL UTILITY DISTRICT**

Pursuant to Chapter 13.2502 of the Texas Water Code, North Hunt Special Utility District hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of North Hunt Special Utility District, Certificate of Convenience and Necessity No. 11206, in Hunt, Fannin, and Delta Counties, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [put in the title of subdivision service extension policy stated in the tariff/policy] (the "Subdivision Policy") contained in North Hunt Special Utility District's policy.

North Hunt Special Utility District is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by North Hunt Special Utility District of the impact a proposed subdivision service extension will make on North Hunt Special Utility District's water supply system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply service capacity;

Payment of fees for reserving water supply capacity;

Forfeiture of reserved water supply service capacity for failure to pay applicable fees;

Payment of costs of any improvements to North Hunt Special Utility District's system that are necessary to provide the water service;

Construction according to design approved by North Hunt Special Utility District and dedication by the developer of water facilities within the subdivision following inspection.

North Hunt Special Utility District's policies and a map showing North Hunt Special Utility District's service area may be reviewed at North Hunt Special Utility District's offices, at 201B Kings Plaza Commerce, Texas 75428. The policy and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.



Notice of Additional Penalty for Damage to North Hunt Special Utility District Water Lines by Excavation/Digging

Pursuant to Chapter 65.207 of the Texas Water Code, North Hunt Special Utility District (NHSUD) hereby gives notice that any person who excavates or digs more than 16 inches deep, within its service area, described as Certificate of Convenience and Necessity No. 11206, located in and around Hunt, Fannin, and Delta Counties, Texas is subject to the following official rules:

Damage to District Water Lines and Facilities Caused by Excavation or Digging. If the District's facilities or equipment have been damaged in any respect due to excavation, digging, or any other activity that damages the District water line or facilities, a fee shall be charged equal to the actual costs for all labor, materials and equipment necessary for repair or replacement of the District's water lines and facilities. In addition to the fee for the cost of all labor, materials, and equipment, an automatic penalty of \$3,000.00 shall also be assessed, and shall apply upon each occurrence of a violation of this section. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Rate Order.

The North Special Utility District's service policy and map showing the North Hunt SUD's service area as well as the official record of rules regarding excavation or digging may be reviewed and obtained at the District's office, 201B Kings Plaza, Commerce, Texas 75428.

Passed by NHSUD Board October 3, 2024