



**7985 FM 2931  
Aubrey, TX 76227  
Phone: 940-440-9561 Fax: 940-440-9686**

**In order to complete your New Account, we need the following:**

- ◆  New Customer to pay:
  - ◆ \$3,000.00 Fee
  - ◆ \$100.00 Water Deposit
  - ◆ \$50.00 wastewater deposit (If Applicable)
  - ◆ Road Bore Fee Starts At: \$1,500 (If Applicable)
  
- ◆  Service Agreement filled out and signed by New Customer (There are five (5) pages to this document)
  
- ◆  Utility Easement filled out and signed by New Customer and notarized (There are three (3) pages to this document)
  
- ◆  Copy of Survey of Property
  
- ◆  All CSI's and backflow reports must be submitted through SC Tracking Solutions:
  - [www.sctrackingsolutions.com](http://www.sctrackingsolutions.com)
  - Customer Service: 1-866-232-0174If not submitted within 30 days of completion of home, there will be an interruption of service or future meter set requests will be held until proper documentation is received.

If your property is in the Oak Shores Development, you are responsible for a pressure reducer.  
Returning these items in a timely manner will assure your account will be created promptly.

If you have any questions, please call us at the phone number above.

Thank you.

MUSTANG SPECIAL UTILITY DISTRICT

**STANDARD AGREEMENT**

Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Co- Applicant Name: \_\_\_\_\_

*Service* Address: \_\_\_\_\_

*Billing* Address: \_\_\_\_\_

Cell Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ 2<sup>nd</sup> Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Driver's License Number of Applicant: \_\_\_\_\_

Social Security Number of Applicant: \_\_\_\_\_

Legal Description of Property: (include name of road, subdivision, with lot and block number):  
\_\_\_\_\_

**ROAD BORE  
(If Required)**

IN THE EVENT THAT THE ROAD HAS TO BE BORED TO INSTALL YOUR SERVICE,  
THERE WILL BE AN ADDITIONAL CHARGE.

I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR THIS CHARGE. THIS CHARGE  
MUST BE PAID PRIOR TO BORING.

CUSTOMER SIGNATURE \_\_\_\_\_

**THIS AGREEMENT** is between Mustang Special Utility District, a District organized under the laws of the State of Texas (hereinafter called the District) and \_\_\_\_\_ (hereinafter called the Applicant and/or Customer).

The District shall sell and deliver water and/or wastewater to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the District in accordance with the rules of the District as amended from time to time by the Board of Directors of the District. Upon compliance with the District's Rules, including payment of an Application Fee, the Applicant qualifies as a new applicant or continued Customer as a Transferee and thereby may hereinafter be called a Customer.

The Customer shall pay the District for service hereunder as determined by the District's Rules and upon the terms and conditions set forth therein, a copy of which has been provided in the information packet, for which Customer 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 service and cancel the account of any customer 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.

If this Agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project, an Applicant shall pay an Indication of Interest Fee in lieu of an application Fee for the purpose of determining: 1. The number of taps to be considered in the design and 2. The number of potential ratepayers considered in determining the financial feasibility of constructing a new water system or expanding the facilities of an existing water system. The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the District's Rules, shall further qualify as a Customer and the Indication of Interest Fee shall then be converted by the District to a customer Fee. Applicant further agrees to pay, upon becoming a customer, the monthly service charges for such service as prescribed in the District's Rules. Any breach of this Agreement shall give cause for the District to liquidate, as damages the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the District may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the District. If delivery of service to said location is deemed feasible by the District as a part of this project the Applicant shall be denied customer status in the District and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the District's Rules. For the purpose of this agreement, an Indication of Interest Fee shall be of an amount equal to the District's application fee.

All water shall be metered by meters furnished and installed by the District. The meter and/or wastewater connection is for the sole benefit 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 sub meter water to any other persons, dwellings, businesses, or property, is strictly prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter at the point to be chosen by the District and shall have access to its equipment that may be upon Customer's premises at all reasonable 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 that may be located on a Customer's property. The Customer 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, backflow prevention devices, clean-outs, and other equipment as may be specified by the District. The District shall also have access to the customer's property for the purpose of inspecting for possible cross-connections and other unauthorized plumbing practices.

The District is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper plumbing practices. The 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 unauthorized practices are prohibited by state regulations:

1. 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.
2. No cross-connections 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 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 an annual inspection and testing by a certified backflow prevention tester.
3. No connection, which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
4. 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.
5. 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.

6. 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 Customer and/or premise is connected to the public water system. The Customer shall allow his property to be inspected for possible cross-connections and other unauthorized plumbing practices. These inspections shall be conducted during the District's normal business hours.

The District shall notify the Customer in writing of any cross-connection or other unauthorized plumbing practices, which have been identified during the initial or subsequent inspection. The Customer shall immediately correct any unauthorized plumbing practice on their premises. 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 as required. Failure to comply with the terms of this service Agreement shall cause the District to either terminate service or properly install, test, and maintain an appropriate backflow device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the Customer.

In the event the total water supply is insufficient to meet the needs of all of the 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 Rules.

By execution of this Agreement, the Applicant hereby shall comply with the terms of said program.

By the 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 of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District, now or in the future, any utility easements 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 Customers, on such forms as are required by the District.

By execution hereof, the Applicant fully guarantees payment of all rates, fees, and charges due on any account. This guarantee pledges any and all Customer Fees against any balance due the District. Liquidation of any Customer Fee shall authorize discontinuance of service under the terms and conditions of the District's Rules.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement by the Applicant shall constitute denial or discontinuance of service until such time as the violation(s) are 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 Rules. Revised

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

Signature of Applicant: \_\_\_\_\_

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Mustang Special Utility District  
7985 FM 2931  
Aubrey, TX 76227

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

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF DENTON       §

That \_\_\_\_\_ (“Grantor”), for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration paid to Grantor by Mustang Special Utility District (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, **a twenty foot (20’) permanent easement** and right-of-way (the “Easement”) to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, alter, protect, maintain, replace, upgrade, parallel, add and remove water distribution lines (the pipelines) and appurtenances, and any other facilities necessary to serve Grantor’s property as well as Grantee’s current and future system-wide customers, (collectively, the “Improvements”) under and across \_\_\_\_\_ acres of land, more particularly depicted and described in **Exhibit A** attached hereto and made a part hereof by reference as if fully set forth herein (the “Easement Property”).

Grantor also grants and conveys unto Grantee a fifty foot (50’) wide temporary construction easement, parallel to and twenty-five feet (25’) on either side of the Easement Property for use in connection with the initial installation of the Improvements by Grantee, within the Easement Property and for the storage of excavation material resulting from such construction (the “Temporary Construction Easement”). The Temporary Construction Easement will expire upon completion of construction and acceptance of the Improvements by Grantee, but in no event later than \_\_\_\_\_.

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: the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that injure the Improvements.

Grantor, its successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder conflict or interfere with the exercise of Grantee’s rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the Easement Property without Grantee’s written consent; provided further that Grantor, its successors and assigns, may construct, dedicate and maintain over and across the Easement Property such driveways, aerial utility lines and fences as will not interfere with Grantee’s use of

the Easement for the permitted purposes. The installation of subsurface utility lines across the Easement are subject to Mustang's prior written consent.

Grantee shall clean up and remove all trash and debris caused by the installation of the Improvements hereunder or Grantee's use of the Easement Property, and shall repair all damages caused by the installation of the Improvement or Grantee's use of the Easement Property within a reasonable time not to exceed forty-five (45) days following completion and acceptance of the Improvements by Grantee. Grantee shall also restore the surface of the land to a smooth contour following said installation or use of the Easement Property, including the restoration of existing top soil or removal of soils created during construction by Grantee within a reasonable time not to exceed forty-five (45) days completion and acceptance of the Improvements by Grantee. During construction, Grantee shall install such fences, barricades or safety barriers as may be reasonably required to protect the public, livestock or adjacent property.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Improvements referred to herein, and Grantee will maintain the Easement Property in a state of good repair and efficiency so that no damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

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

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

It is expressly understood that all rights, conveyances or covenants are herein written, and no verbal agreements of any kind shall be binding or recognized or in any way modify this instrument of conveyance.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before on \_\_\_\_\_, 2018, by \_\_\_\_\_,  
the \_\_\_\_\_ of \_\_\_\_\_, on behalf of and with authority of said  
entity.

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



November 1, 2017

To: Backflow Assembly Testers (BPAT), Plumbers, Fire line Contractors, Irrigators and Customer Service Inspectors, Builders:

This letter serves to inform you of the new procedures and requirements for delivering Backflow Prevention Assembly Test Reports and Customer Service Inspections to the Mustang Special Utility District. The District has partnered with SC Tracking Solutions LLC, a web-based software tool used to track, catalog, and confirm validity of testers, inspectors and their inspections.

Announcements:

November 29, 2017      The District will be hosting a training session on the SC Tracking Tool for all BPAT/CSI's that you are welcome to attend. Location for the training will be 7985 FM 2931 Aubrey, TX 76227 at 11am.

December 1, 2017      START DATE: All existing and new backflow prevention assembly test reports and customer service reports are required to be submitted through the SC Tracking Solutions tool. Paper reports will no longer be accepted as of 12AM.

December 27, 2017      First notices go out to properties whose backflow prevention assembly tests are due and/or past due.

1. To register for the first time, go to [www.sctrackingsolutions.com](http://www.sctrackingsolutions.com) and create a login. All Backflow Prevention Assembly Test Reports and CSI Reports will be delivered at this website.
2. Upload, fax, or email current company documentation, professional license(s), TCEQ BPAT/CSI license, liability insurance, gauge accuracy report, confined space, fire (if app.) and driver's license. Please ensure they are all current. Please allow 24 hours to cross-check information with state databases and issue you a password.
3. Once you have a password you can upload Backflow Prevention Assembly Test Reports or CSI Inspection using the Customer Catalog # (Customer Catalog # is issued to every commercial or residential property owner who receives the notice of compliance). Any missing test reports that are due and/or past due will be forwarded to the Water Operations Department of the Mustang Special Utility District for enforcement action.

**SC Tracking Solutions Customer Service Phone #: 1-866-232-0174**

**SC Tracking Solutions Fax #: 866-410-1093**

**SC Tracking Solutions Email: [cs@sctrackingsolutions.com](mailto:cs@sctrackingsolutions.com)**

Required fees upon the completion of an inspection are as follows, please bid accordingly:

Backflow/CSI Report Submittal:	\$11.95 total per report, plus state sales tax
Annual District registration:	\$0
BPAT Insurance required:	Not at this Time
Confined space:	Not at this Time

Sincerely,

*Aldo Zamora*

Operations Manager

**BRAND NEW BACKFLOW PREVENTION ASSEMBLY REGISTRATION FORM**

To: Backflow Testers (BPAT), Customer Service Inspectors (CSI), Irrigators, Plumbers, Fire line Contractors, Builders and Construction Firms

This letter is to inform you of the new procedures for the recording and confirming of NEW residential/commercial backflow prevention assemblies and required testing in the Mustang Special Utility District prior to permit or Certificate of Occupancy. The District has partnered with SC Tracking Solutions LLC, a web based software tool, used to track, catalog and confirm backflow prevention testers and their inspections. The website is [www.sctrackingsolutions.com](http://www.sctrackingsolutions.com). All testers must register all professional licenses through this website. Currently there is no annual fee to register.

As of December 1, 2017 it will be necessary for backflow prevention assembly testers to submit a current driver’s license, gauge accuracy and/or calibration report, state license and professional documentation, individual and company. You will have an opportunity to upload documents during registration or send them to us via fax or email. The fee for each backflow assembly tested is \$11.95 plus state sales tax. This fee is paid upon entering the backflow prevention assembly test results in the online tool. Follow the steps below to complete residential/commercial backflow assembly inspections in a timely manner.

**COMPLETE THIS FORM FOR EACH NEW BACKFLOW PREVENTION ASSEMBLY**  
**DO NOT TURN TEST FORMS IN TO THE CITY.**

- **PRIOR TO TESTING THE NEW BACKFLOW PREVENTION ASSEMBLIES** fax or email this completed document for each new assembly to 866-410-1093 or [cs@sctrackingsolutions.com](mailto:cs@sctrackingsolutions.com). SC Tracking will validate and then upload the information for you.
- BPATs need to go to [www.sctrackingsolutions.com](http://www.sctrackingsolutions.com). Click BPAT registration and complete the entire process. This process should not take more than a few minutes, if documentation is in order, and will only need to be completed one time with periodic updates as licenses or certifications expire.
- Please allow 24 hours for SC Tracking to validate your documentation with state and local databases.
- Once validation is complete you will receive a temporary password via email.
- SC Tracking will then email you a Catalog # for this address.
- You will then return to the website, log in using your email address and temporary password, type in the Catalog #, complete the test or tests that apply to you and check out. This will complete your obligation to this inspection and be copied to the District. Maintain your test records per state law.
- A copy of the report will be emailed to your registered email and the designated District representative upon completion of the test and checkout.

Address of New Assembly: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Building Owner Email: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Size: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Type: \_\_\_\_\_ (RPZ, DC, DCDA, PVB, SVB, RPZ II, DCDA II)

Serves: Please Circle One - **IRRIGATION, DOMESTIC, FIRE, WATER HEATER, BOILER, CARBONATOR**

Location: \_\_\_\_\_

Tester Name: \_\_\_\_\_

Tester Email: \_\_\_\_\_

Please Circle One: Residential Commercial

\*\*Email/Scan or Fax to SCTS Customer Service\*\*