

FOREST GLEN UTILITY COMPANY
15720 BANDERA RD. #103
HELOTES, TEXAS 78023
TEL 210-695-5490/ FAX 210-695-6580
FORESTGLENUTILITY@GMAIL.COM

APPLICATION FOR WASTEWATER SERVICE

I. CUSTOMER INFORMATION. (Please Print)

NAME(s): _____
(if more than one owner, list all on bottom of page)

DRIVER'S LICENSE NO.(s): _____ State: _____

SOCIAL SECURITY NO.(s) _____

PHONE: Home (_____) _____ Work (_____) _____
Cell (_____) _____

EMAIL: _____

SERVICE ADDRESS: _____

BILLING ADDRESS: _____
(if different)

PURPOSE: Forest Glen Utility Company ("FGU") is responsible for protecting the drinking water supply from contamination or pollution which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions which are in place to provide this protection. FGU enforces these restrictions to ensure the public health and welfare.

AGREEMENT BETWEEN FGU AND CUSTOMER:

- I. **RATES/REGULATIONS.** Customer agrees to pay all established rates, charges and fees and to comply with all applicable rules and regulations now existing or as may be amended as set forth in FGU's tariff a copy of which has been provided to Customer and Customer acknowledges receipt hereof by execution of this Agreement. FGU will maintain a copy of this contract as long as Customer and/or the Property is connected to the FGU wastewater system.
- II. **EASEMENT.** Customer grants to FGU any easements or rights-of-way for the purpose of installing, inspecting, maintaining, and operating pipelines, meters, valves and any other equipment that may be required to extend or improve service for existing or future Customers.
- III. **RELEASE. CUSTOMER AGREES TO WAIVE, RELEASE AND HOLD FGU HARMLESS FROM ANY AND ALL CLAIMS AND DAMAGES RESULTING FROM MALFUNCTION OR FAILURE OF ANY EQUIPMENT OR INTERRUPTION OR CESSATION OF SERVICE INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PERSONS OR PROPERTY, DIRECT DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, OR LOSS OF PROFIT OR REVENUE.**
- IV. **RESTRICTIONS.** The following unacceptable practices are prohibited by FGU and State regulations.
 - A. No Customer and/or user shall introduce or cause to be introduced into the FGU wastewater system any pollutant or wastewater which causes pass-through or interference. These general prohibitions apply to all users of the FGU wastewater system whether or not they are subject to categorical pretreatment standards or any other federal, state, or local pretreatment standards or requirements.
 - B. No Customer and/or user shall introduce or cause to be introduced into the FGU wastewater system any pollutants, substances or wastewater.
 - C. Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged into the FGU wastewater system.
 - D. 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.

- E. 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.
- F. No connection which allows water to be returned to the public drinking water supply is permitted.
- G. 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.
- H. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

V. SERVICE AGREEMENT. The following are the terms of this Agreement between the FGU and Customer.

- A. Each Customer must sign this Agreement before FGU will begin service. In addition, when service to an existing connection has been suspended or terminated, FGU will not re-establish service unless it has a signed copy of this Agreement.
- B. Customers and/or other persons discharging industrial wastes shall be required to pretreat said wastes or otherwise dispose of such wastes so as to make the remaining waste acceptable to the FGU wastewater system prior to admission of said waste into the FGU wastewater system.
- C. Pretreatment facilities or interceptors shall be required as specified applicable law and/or FGU.
- D. Customer shall allow the Property to be inspected for possible cross-connections, sources of prohibited discharges, and other potential contamination hazards. These inspections shall be conducted by FGU or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections, prohibited discharges, or other potential contamination hazards exist; or after any major changes to the private wastewater facilities. The inspections shall be conducted during FGU's normal business hours.
- E. FGU shall notify Customer in writing of any violation(s), cross-connection, or other potential contamination hazard, which has been identified during the initial inspection or the periodic re-inspection. Customer agrees to abide by all applicable federal, state and /or local regulations.
- F. Customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- G. Customer acknowledges each lot on which a dwelling has been constructed shall be required to undergo testing of the backflow preventer device located on such lot on an annual basis. The testing will be done by FGU or by a certified

backflow preventer tester hired by FGU. If during the testing a repair to the backflow preventer is necessary, FGU will complete such repairs. The costs for the testing and repairs will be billed to the Customer. In the event any repair to a backflow preventer device is necessary during any other time than during the testing, it shall be done either by FGU or by such plumber, irrigator or other repair person as approved by the FGU. The Customer shall be responsible for the cost of those repairs.

- H. No application, agreement or contract for service may be assigned or transferred without the written consent of FGU.
- I. Customer acknowledges and agrees this Agreement may be assigned by FGU to another party without notice to, or consent by the Customer.
- J. Customer acknowledges FGU only provides "sewage" collection and disposal to the public in certain areas. This service is limited to the collection, treatment and disposal of waterborne human waste from domestic activities such as washing, bathing and food preparation and does not include collection, treatment or disposal of high BOD or TSS waste that cannot be reasonably processed by FGU's state-approved wastewater treatment within the parameters of its state and federal wastewater discharge permits. This service does not include collection and disposal of storm waters or run off waters. No run off, roof drains, grease, oil, solvent, paint, or other toxic chemical compound may be diverted into or drained into the collection system.
- K. Customer acknowledges billing for the services provided by FGU may be done by a third party including but not limited to Yancey Water Supply Corporation.

- VI. ENFORCEMENT. If Customer fails to comply with the terms of this Agreement, FGU shall, at its option, either terminate service or properly install, test, and maintain an appropriate pretreatment system or backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to Customer.

[SIGNATURE PAGE TO FOLLOW]

CUSTOMER:

If more than one owner at residence both need to execute

Customer Name (Print): _____

Customer Signature: _____ Date: _____

Customer Name (Print): _____

Customer Signature: _____ Date: _____

_____(Initial) Customer agrees to notify the FGU and Texas811 (1-800-344-8377) prior to any digging or excavating on their property, there may be water lines located on or near the premises. Under Utilities Code Title 5, Chapter 251, Texas Law requires individuals to notify Utilities at least 48 hours but no more than 14 days excluding weekends and holidays, prior to any digging or excavating. The Customer agrees to pay any and all cost associated with the repair of any damage to the FGU's lines, equipment, and or facilities that result from the failure to give such notice.

FGU:

Signature: _____ Date: _____

Name (Print): _____

Title: _____

FOREST GLEN UTILITY COMPANY

15720 BANDERA RD. #103

HELOTES, TEXAS 78023

TEL 210-695-5490/ FAX 210-695-6580

FORESTGLENUTILITY@GMAIL.COM

APPLICATION FOR REUSE WATER SERVICE

I. CUSTOMER INFORMATION. (Please Print)

NAME(s): _____
(if more than one owner, list all at bottom of page)

DRIVER'S LICENSE NO.(s): _____ State: _____

SOCIAL SECURITY NO.(s) _____

PHONE: Home (____) _____ Work (____) _____
Cell (____) _____

EMAIL: _____

SERVICE ADDRESS: _____

BILLING ADDRESS: _____
(if different)

**AGREEMENT FOR REUSE WATER SERVICE BETWEEN FOREST GLEN
UTILITY COMPANY ("FGU") AND CUSTOMER.**

TERMS AND CONDITIONS FOR REUSE WATER SERVICE

1. General.

Provision of Reuse Water Service. Reuse water is being provided to CUSTOMER for landscape and irrigation purposes only. FGU will supply CUSTOMER with Reuse water compliant with State of Texas regulations and other applicable federal, state and/or local laws and regulations.

2. CUSTOMER's Obligations.

- a. CUSTOMER shall use reuse water in compliance with all local, state and federal laws and regulations.
- b. CUSTOMER agrees to pay the following rates and other charges set forth in Exhibit A for reuse water:

Rate - Gals Per Month

Service Availability Rate \$21.10 per month

0-2,000 Gals-----	\$1.32/1,000 Gals
2,001 - 5,000 Gals-----	\$2.12/1,000 Gals
5001 - 10,000 Gals-----	\$2.68/1,000 Gals
10,001 - 15,000 Gals-----	\$3.08/1,000 Gals
15,001 - 20,000 Gals-----	\$3.48/1,000 Gals
20,000 Gals plus-----	\$3.88/1,000 Gals

- c. CUSTOMER agrees that CUSTOMER must obtain FGU's prior written approval before CUSTOMER may make any changes or modifications to CUSTOMER's reuse water system.
- d. CUSTOMER agrees to notify FGU immediately if any of the following occurs:
 - (1) Cross-connection between the reuse water system and any other water supply
 - (2) Failure of CUSTOMER's reuse water system causing a discharge of reuse water to the storm drain system or surface waterway.
- e. Customer agrees to install outdoor hose bibs for using the potable water source.
- f. Customer acknowledges billing for the reuse water provided by FGU may be done by a third party including but not limited to Yancey Water Supply Corporation.

3. Access.

CUSTOMER grants the FGU access/right of entry to CUSTOMER's property where reuse water is being utilized for the following purposes:

- a. Inspection of all new construction of reuse water facilities at CUSTOMER's expense.
- b. Inspection for compliance with these "Terms and Conditions for Reuse Water Service."
- c. Inspection and testing for cross-connections at CUSTOMER's expense.

4. Prohibitions.

CUSTOMER understands and agrees that the following are expressly prohibited:

- a. Cross connections between the CUSTOMER's reuse water system and any other water supply.
- b. Conversion of irrigation systems utilizing reuse water to potable water.
- c. Changes or a modification to CUSTOMER's reuse water system without the receipt of prior written approval from the FGU.
- d. Irrigation of vegetable gardens and green houses with reuse water.
- e. Allowing reuse water to be used for drinking by people or pets
- f. Playing in or filling pools or hot tubs with reuse water.

5. Breach and Enforcement.

CUSTOMER understands and agrees that the failure to comply with these "Terms and Conditions for Reuse Water Service" give rise to all of the remedies available to FGU including but not limited discontinuation of service or any other remedies provided at law.

6. Attorneys' Fees and Governing Law.

In any action brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees. Any action arising out of this agreement shall be brought in Bexar County, Texas, regardless of where else venue may lie. This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7. Successors and Assigns.

Assignment of the rights and obligations of this agreement by Customer are expressly prohibited without first obtaining the FGU's express, written consent.

8. RELEASE.

CUSTOMER UNDERSTANDS AND AGREES THAT SERVICE MAY BE INTERRUPTED DUE TO CATASTROPHIC EVENTS, EQUIPMENT FAILURE AND/ OR REGULATORY AGENCY ORDERS. CUSTOMER AGREES THAT FGU SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUSPENSION IN SERVICE, OR FAILURE TO SUPPLY REUSE WATER OR FOR ANY DAMAGE, OR INJURY TO PERSON OR PROPERTY RELATING TO THE PROVISION OF REUSE WATER. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD FGU HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, LIABILITY, OR DAMAGES WHICH MAY ARISE OUT OF AN INTERRUPTION IN SERVICE, OR ANY DAMAGE, OR INJURY TO PERSON OR PROPERTY RESULTING FROM THE PROVISION OF REUSE WATER, EXCEPT THOSE MATTERS ARISING FROM THE FGU'S GROSS NEGLIGENCE.

9. Term/Termination.

The term of this Agreement shall begin with the date of Agreement (written below) and shall continue until terminated by the Customer or FGU.

Customer or FGU shall have the right to terminate this Agreement, with no financial liability to the other party, by giving thirty (30) working days' written notice, as long as both parties mutually agree.

FGU shall have the right to terminate this Agreement, with no financial liability to the Customer, for Customer's noncompliance with applicable use and/or payment requirements.

FGU shall also have the right to terminate this Agreement by giving the Customer ten (10) days' written notice in the event the wastewater treatment criteria under which the FGU currently operates is changed by operation of law, or by any regulatory agency having jurisdiction, such that the FGU's waste water collection and treatment facilities, as it presently exists, cannot produce wastewater that complies with such changes without incurring additional costs or modifications to said facilities.

[SIGNATURE PAGE TO FOLLOW]

CUSTOMER:

If more than one owner at residence both need to execute

Customer Name (Print): _____

Customer Signature: _____ Date: _____

Customer Name (Print): _____

Customer Signature: _____ Date: _____

_____(Initial) Customer agrees to notify the FGU and Texas811 (1-800-344-8377) prior to any digging or excavating on their property, there may be reuse water lines located on or near the premises. Under Utilities Code Title 5, Chapter 251, Texas Law requires individuals to notify Utilities at least 48 hours but no more than 14 days excluding weekends and holidays, prior to any digging or excavating. The Customer agrees to pay any and all cost associated with the repair of any damage to the FGU's lines, equipment, and or facilities that result from the failure to give such notice.

FGU:

Signature: _____ Date: _____

Name (Print): _____

Title: _____

EXHIBIT A

LATE PAYMENT FEE: A penalty of \$15.00 will be applied to delinquent bills (payments received on the 16th or thereafter)

RETURNED CHECK FEE: Returned check fee is \$30.00. This includes any returned check that results in the account not being paid on the due date. If a check has been returned for non-sufficient funds (this includes any person making a payment on your account by check).

RECONNECT FEE: A fee of \$50.00 will be charged for reconnecting service after FGU has previously disconnected the service for any reason provided for in the Tariff.

SERVICE TRIP FEE: FGU shall charge a trip fee of \$25.00 for any service call or trip to the Customer's residence as a result of a request by the Customer or resident (unless the service call is in response to damage of the FGU's or another Customer's facilities) or for the purpose of disconnecting or collecting payment for services.

CUSTOMER HISTORY REPORT FEE: A fee of \$1.00 will be charged to provide a copy of the Customer's record of past purchases in response to a Customer's request for such a record.

TRANSFER FEE: An applicant for service who is a transferee shall complete all required application forms, and pay a Transfer Fee of \$40.00. Transfers must be completed within ten (10) days of the date of closing.

SECTION 1.0 - RATE SCHEDULEMonthly Charge**Flat Rate** of \$35.00 per connection

FORM OF PAYMENT: The utility will accept the following form(s) of payment:

Cash X, Check X, Money Order X, Credit Card X, Other (specify) _____

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT 1.0%
TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.Section 1.02 - Miscellaneous FeesTAP FEE \$300.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL CONNECTION. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.TAP FEE (Large Connection Tap) Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR TAP SIZE INSTALLED.

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

- a) Non payment of bill (Maximum \$25.00) \$25.00
 b) Customer's request that service be disconnected \$50.00

TRANSFER FEE \$50.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) 10%
TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.RATES LISTED ARE EFFECTIVE ONLY IF
THIS PAGE HAS TCEQ APPROVAL STAMPTEXAS COMM. ON ENVIRONMENTAL QUALITY
37320-C, CCN 21070, AUGUST 1, 2012
APPROVED TARIFF BY 2/1/KA

SECTION 1.0 - RATE SCHEDULE (Continued)

RETURNED CHECK CHARGE \$25.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)..... \$50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT..... 1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE Actual Cost
WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY
MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER
TESTING. [30 TAC 291.21(K)(2)]

LINE EXTENSION AND CONSTRUCTION CHARGES:
REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN
NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

RATES LISTED ARE EFFECTIVE ONLY IF
THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY
37320-C, CCN 21070, AUGUST 1, 2012
APPROVED TARIFF BY JB IKA