

FOREST GLEN UTILITY COMPANY

P.O. BOX 701201

SAN ANTONIO, TX 78270

TEL 210-702-2400

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.