

**FOREST GLEN UTILITY COMPANY
P.O. BOX 701201
SAN ANTONIO, TX 78270
TEL 210-702-2400
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: _____