

NUECES RIVER AUTHORITY

Leakey Regional Wastewater Utility

121 Oak Hill Drive, Suite 5, Leakey, TX 78873 Ph# 830-232-5672

RESIDENTIAL APPLICATION FOR SEWER SERVICE

****Please PRINT ALL Information****

| Service Address | Start Service Date |
|-----------------|--------------------|
| | |

| Applicant's Name | | |
|-------------------------|-------|----------------|
| Last | First | Mi |
| Social Security Number | | Date of Birth |
| Driver's License Number | | State of Issue |
| Place of Employment | | |
| Work Phone Number | | Ext. |
| Address of Employment | | |
| City | St | Zip |

| 2 nd Applicant's Name | | |
|----------------------------------|-------|----------------|
| Last | First | Mi |
| Social Security Number | | Date of Birth |
| Driver's License Number | | State of Issue |
| Place of Employment | | |
| Work Phone Number | | Ext. |
| Address of Employment | | |
| City | St | Zip |

| Contact Information | |
|--------------------------------------|--------------|
| Home Phone Number | Cell Number |
| Emergency Contact (not in household) | Phone Number |
| Email Address | |

| Billing Address | | |
|-----------------|----|-----|
| Attention | | |
| Address | | |
| City | St | Zip |

I will be billed by: City of Leakey Twin Forks Nueces River Authority

I further agree to make prompt payment of the charges for services established in accordance with the rules, regulations and orders associated with the Utility. If default be made in the payment of any amounts owed under this Service Agreement, and if the default is not made good, the defaulted balance owed may be placed in the hands of an attorney and/or collection agency for collection, the undersigned agree(s) to pay all of this obligation, including attorney's fees, collection agency fees, and court costs for the collection of any amount owed. In the event of default in payment of this obligation, this account may be subject to attachment to an active account in the name of any signed party.

Own Rent (if renting, Owner MUST verify residency and sign application in person.)

Applicant's Signature

Date

2nd Applicant's Signature

Date

Owner's Name

Owner's Signature

Date

| Office Use Only: | | | |
|--------------------------------|------------------------------|-----------------------------|-----------------------|
| Deposit Info | Date Rec: _____ | Customer Service Rep: _____ | |
| Sewer: \$ _____ | Deposit Posted: _____ | Notes: | Account Number: _____ |
| Connect Fee: \$ _____ | Connect S.O. Created _____ | | |
| Tax: \$ _____ | Connect S.O. Completed _____ | | |
| Date Posted to Computer: _____ | Paid Connect Fee: yes / no | | |

**SERVICE AGREEMENT, for Frio Communities Improvement Association's Public Sanitary Sewer System
Twin Forks Estates (TFE)**

Twin Forks Water Supply System (TFWSS Subsidiary of FCIA)

THIS SERVICE AGREEMENT, made this ____ day of _____, 20____, by and between the FCIA, a subdivision of the State of Texas, as grantor of FCIA sanitary sewer services, hereinafter referred to as "FCIA"), and _____, as applicant recipient(s) of FCIA sanitary sewer services, hereafter referred to as "Applicant," whose mailing address is _____.

WHEREAS, the FCIA is the retail provider of water and wastewater services within its service area. The FCIA is responsible for the delivery of water service and the Nueces River Authority ("Authority") is the owner of the wastewater system and is responsible for the operations and maintenance of that system.

WITNESSETH:

The FCIA shall be the retail provider of service and will see and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the FCIA in accordance with the Service Policies and/or Rate Ordinances of the FCIA, as amended from time to time by the FCIA Council of the Home Owners Association (HOA) of the FCIA.

The Application shall pay the FCIA for service hereunder as determined by the FCIA's Service Policies and/or Rate Ordinance and upon the terms and conditions set forth therein, a copy of which is available for inspection at the FCIA's Office during normal business hours or by appointment with the HOA Board. A copy of this agreement shall be executed before service may be provided or continue to be provided to the Applicant.

The FCIA through its HOA Board shall have the authority to discontinue service of any customer not complying with any policy or not paying any utility fees or charges as required by the FCIA's published rates, fees, and conditions of service. At any time, service is discontinued, terminated or suspended, the FCIA shall not re-establish service unless it has a current, signed copy of this agreement, all delinquent fees and all conditions causing the disconnect are corrected and approved by the HOA Board. Reconnect fees will apply.

All water shall be metered by meters to be furnished and installed by the FCIA. The meter and/or wastewater connection is for the sole use of the Applicant and is to provide service to only one (1) dwelling or (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter service to any other persons, dwellings, businesses, or property, etc. is strictly prohibited unless authorized in writing from the FCIA and Authority.

The FCIA shall have the right to locate a water service meter and the pipe necessary to connect the meter to the customer's property at a point to be chosen by the FCIA. The FCIA, or Authority, shall have access to its property and equipment located upon the Applicant's property at all reasonable and necessary times for any purpose connected with or in furtherance of its business operations, and upon

discontinuance of service, the FCIA or Authority, shall have the right to remove any of its equipment from the Applicant's property.

After initial installation of sewer system, the Applicant shall install, at their own expense, any necessary service lines from the FCIA'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 FCIA or Authority. The FCIA and Authority 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 Clean Water Act and the Safe Drinking Water Act, or Texas Commission on Environmental Quality rules and regulations or the FCIA's or Authority's service policy, ordinances or policies and procedures.

The FCIA is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. The service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The FCIA shall enforce these restrictions to ensure the public health and welfare.

The following undesirable plumbing practices are prohibited by state regulation:

- 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 supply by an air-gap 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 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% 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 of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.**

The wastewater system shall be owned and operated by the Authority. This agreement provides that the Applicant agrees to the terms and conditions stated below.

Admissible discharges into the wastewater system include normal household wastes and other waste free from the prohibited constituents.

Wastes that are not admissible include:

Gasoline; diesel or petroleum distillates; cleaning solvents; oils and greases; mineral oils; blood; ashes; cinders; sand; gravel; tar; asphalt; wastewater sludge; ceramic wastes; plastics; other viscous

substances; feathers; hair; rags; metal filings; glass; wood shavings; sawdust; un-shredded garbage; toxic; corrosive; explosive or malodorous gases; acetylene generation sludge; cyanides or cyanogen compounds capable of liberating hydrocyanic gas; pharmaceuticals.

Failure to comply with all other rules, regulations, ordinances, and orders, etc. established in this Agreement will result in the loss of water or wastewater service.

The FCIA shall maintain a copy of this agreement as long as the applicant and/or premises is connected to the public water and/or wastewater system. The Applicant shall allow the FCIA and/or Authority access to the property to be inspected for possible violations. These inspections shall be done by the FCIA, Authority or their designated representatives prior to initiating service and periodically thereafter. The inspections shall be conducted during the FCIA's and/or Authority's normal business hours.

The FCIA and/or Authority shall notify the Applicant of any violations which have been identified during the initial or subsequent inspection. The Applicant shall immediately correct any undesirable practice on their property and provide written assurances that the violation has been remedied. Any expenses associated with the enforcement of this Agreement shall be at the sole expenses of the Applicant.

In the event the total water supply is insufficient to meet all of the Applicant's demands, or in the event there is a shortage of water, the FCIA may initiate its Water Conservation and Drought Contingency Plan. By execution of this agreement, the Applicant hereby agrees to comply with the terms of the Adopted Plan. Applicant will be notified of the Adopted Plan's implementation of the monthly billing statement or publication in local media or posting at HOA Office Bulletin Board. Failure by the Applicant to comply with the Adopted Plan may cause loss of service and reconnection is at the discretion of the FCIA and reconnect fees will apply.

By execution hereof, the Applicant shall hold the FCIA and Authority harmless from any and all claims for damages caused by service interruptions due to waterline breaks by the utility or like contractors, wastewater backflows, tampering by other customers/users of the FCIA, normal failures of the systems, or other events beyond the FCIA or Authority's control.

The Applicant shall grant the FCIA and Authority permanent easement(s) dedicated to the FCIA or Authority for the purpose of providing reasonable rights of access and use of access and use to allow for the construction, maintenance, replacement, upgrades, inspections, testing and operating of the facilities necessary to serve that Applicant as well as the FCIA's and Authority's purposes in providing system wide service for existing and future customers.

By execution hereof, the Applicant shall guarantee payment of all rates, fees, and charges due on Applicants' account(s). All charges and fees are payable in full on the monthly billing. This monthly billing also details all late fees and service termination date as may be required in the event the Applicant fails to meet their obligations. If service is terminated reconnect fees will apply in accordance with the Service Policy established by the FCIA and/or Authority.

By execution hereof, the Applicant agrees that upon completion of pipes installed on said property, there will be a one (1) year warranty by the contractor on craftsmanship, thereafter Applicant agrees that the maintenance and repairs of sewer service lines serving the Applicant's property shall become and remain the responsibility of the owners. If any work shall need to be completed by the owner, an inspection is required by the Nueces River Authority.

By execution hereof, the Applicant agrees that non-compliance with the terms of this Agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's Service Policy. Applicant understands that this Agreement in no way replaces or reduces the FCIA or the Nueces River Authority's rules, regulations, ordinances, and orders, etc. as a whole. All existing, and any future guidelines remain in force and are not suspended by this agreement.

Applicant/ Customer

Date

Applicant/ Customer

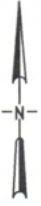
Date

Approved & Accepted
Nueces River Authority

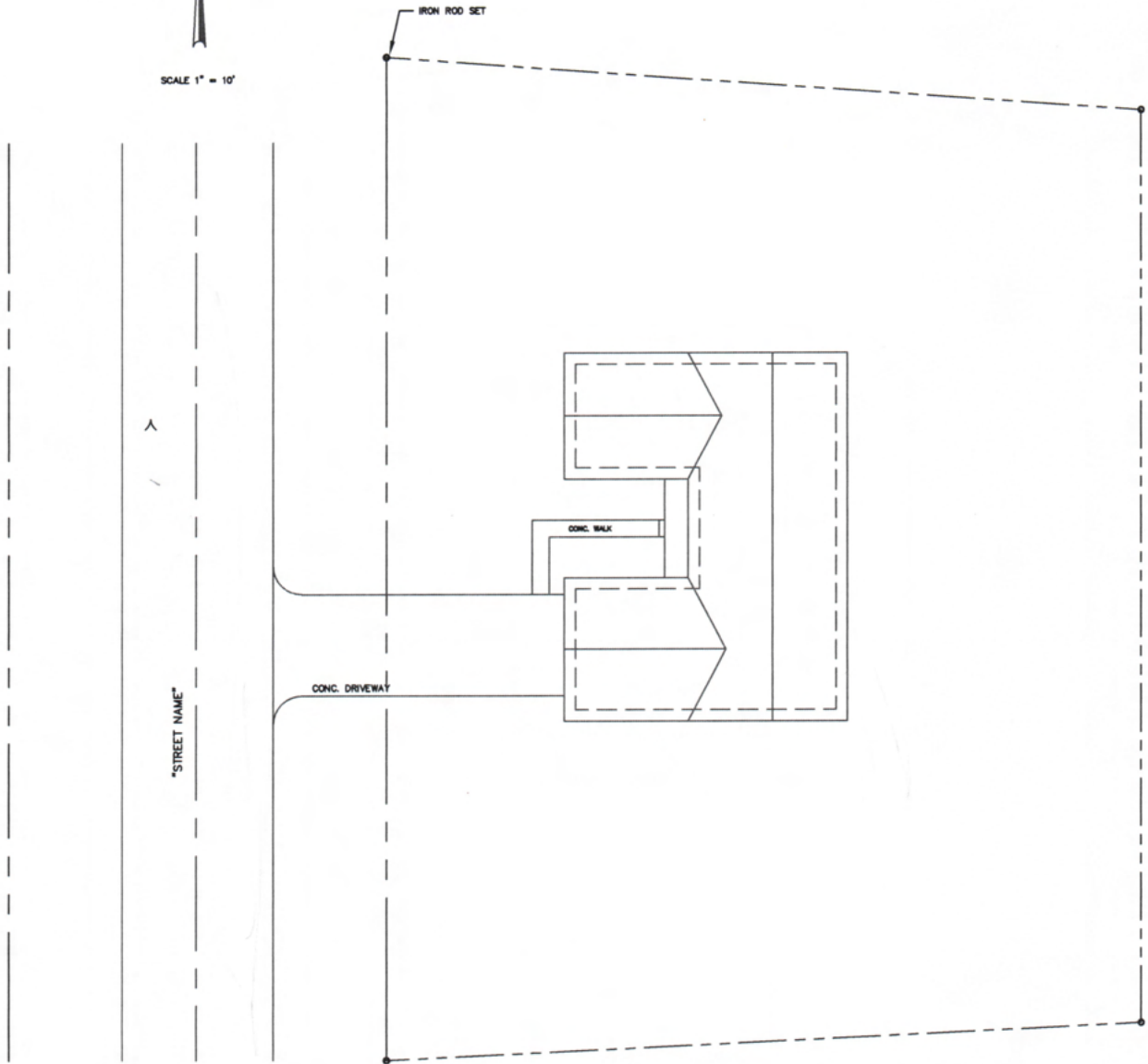
Date

Approved & Accepted
Frio Communities Improvement Association

Date



SCALE 1" = 10'



SITE PLAN

OWNERS NAME - _____

PROPOSED BUILDING

LOT _____, BLOCK _____, UNIT _____, PHASE _____ .

STREET ADDRESS - _____

DATE: _____

Temporary Easement for a Sanitary Sewer Service Line

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____

Grantor: _____

Grantor's Mailing Address: _____

Grantee: NUECES RIVER AUTHORITY

Grantee's Mailing Address: P.O. Box 349, Uvalde, County, Texas 78802

Easement Property: A strip of land fifteen feet (15') on either side of the sanitary sewer service line to be constructed on Grantee's Property ("Property"), which Easement Property is more fully described in the diagram attached as Exhibit A, and including an adequate area of land for access and decommissioning of the existing on-site septic system on the Property. The Easement Property will extend from the public right-of-way to the interconnection with the house sewer line(s) on the Property. The Easement Property is located on the following described Property ("Property"): _____

Easement Purpose: A temporary easement for a sanitary sewer service line and a temporary easement for the construction of a sanitary sewer service line and access and decommissioning of the existing on-site septic system on the Property, including access to and from the Property to lay out and site the new sanitary sewer service line. The temporary easement will expire one (1) year after the construction of the new sanitary sewer service line and decommissioning of the existing on-site septic system on the Property. After the expiration of this Temporary Easement, the sanitary sewer service line will become the property of the Grantor and all maintenance and repair of the sanitary sewer service line will be the entire responsibility of the Grantor.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged.

Reservations from Conveyance: NONE

Exceptions to Warranty: NONE, except for the following lien(s): _____

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

GRANTOR: _____

Name: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, by _____

Notary Public, State of Texas
My commission expires: _____