

LCRA Service Agreement
Grinder Pump Sewer System for Customer

This Agreement Concerning Grinder Pump Sewer System for Customer Service is entered into by and between Lower Colorado River Authority (LCRA) and _____ (Customer) for wastewater service to the property located at _____(Property).

RECITALS

WHEREAS, LCRA owns, operates and maintains a centralized wastewater system from which Customer desires to obtain wastewater collection, treatment and disposal service; and

WHEREAS, the elevation and/or slope of the Property in relation to the location of LCRA's wastewater system requires Customer's installation of a pressure sewer system commonly known as a grinder pump system (Grinder Pump) in order to transport Customer's wastewater to LCRA's wastewater system; and

WHEREAS, LCRA's wastewater system is regulated by the rules and regulations of the Texas Commission of Environmental Quality (TCEQ); and

WHEREAS, the rules and regulations of the TCEQ require that LCRA only allow use of a Grinder Pump by a Customer under terms and conditions set forth in a service agreement; and

WHEREAS, Customer desires to connect to LCRA's wastewater system to receive wastewater collection, treatment and disposal service from LCRA;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, LCRA and the Customer agree as follows:

1. As a condition to initiation and continuation of wastewater service to Customer by the District:
 - a. LCRA shall have the right to prior approval of the design of the Grinder Pump, including materials and equipment, prior to installation of the Grinder Pump by Customer. It shall be the responsibility of the Customer to obtain for LCRA engineer the design requirements for the Grinder Pump for the Property. A specific pump may be specified by LCRA's representative. The design requirements shall be determined by LCRA's engineer and shall be in accordance with the rules of the TCEQ (30 Texas Administrative Code 317.2) for sewage collection systems, as those rules as amended from time to time. The final design provided by the Customer shall be submitted to LCRA representative as least fifteen (15) business days in advance of desired installation.
 - b. LCRA shall have the right to inspect the installed Grinder Pump prior to initiation of service to the Property. Customer shall give LCRA at least five (5) business days notice requesting an inspection. Customer agrees to correct any deficiencies.
 - c. LCRA and Customer agree that the Customer shall contract and hereby does contract with LCRA for LCRA's representative to maintain and repair the Grinder Pump on behalf of the Customer and Customer shall pay to LCRA all costs incurred in such maintenance and repair.
 - d. Customer agrees that LCRA shall have the right to stop any discharges from the Grinder Pump in order to prevent contamination of state waters. Customer agrees to notify the LCRA immediately upon discovery of any alarm or possible malfunction of the Grinder Pump.

- e. Customer agrees to allow LCRA to enter the Customer's property at any time in case of an emergency, and at all other reasonable times in a non-emergency case, for the purposes of inspecting, testing, operating, or making any improvements, maintenance, repairs, and replacement of any components of the Grinder Pump, including any Service Lines from the pump to the collection system and the service isolation valve, in order to protect the integrity or operation of the Grinder Pump. The Customer agrees not to place any material on, cover, bury, pave over, locate permanent fixtures, or otherwise obstruct any clean out, valve, or the Service Line and the area located within one foot on either side of the Service Line.
 - f. Customers with existing Grinder Pumps shall be responsible for all costs associated with the operations, maintenance, repairs, and replacement of the Grinder Pump. If the Grinder Pump fails or any discharge from the Grinder Pump interferes with the hydraulics of the LCRA's System, compromises the integrity of the LCRA's system, or potentially contaminates the state waters, then the LCRA may require the Customer to replace the Grinder Pump and comply with the requirements in LCRA's Regional Water and Wastewater Systems Schedule for Rates, Fees, and Charges for Grinder Pumps installed after May 1, 2002. All repairs to the existing Grinder Pump must be performed by a licensed plumber.
2. LCRA and Customer agree that, although the Grinder Pump is owned by Customer, the Grinder Pump shall be regarded as an integral component of LCRA's wastewater system and not as a part of the home plumbing for the Property as required by the Rules of the TCEQ.
 3. Customer agrees to pay all fees and charges set by LCRA as set forth in LCRA's Regional Water and Wastewater Systems Schedule for Rates, Fees, and Charges regarding design, installation, inspection and operations and maintenance of the Grinder Pump as may be amended from time to time.
 4. Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the Grinder Pump as set forth in LCRA's Regional Water and Wastewater Systems Schedule for Rates, Fees, and Charges or failure of Customer to allow LCRA and its representatives to enter Customer's property, as set forth in Section 1.e above, shall be grounds for the disconnection of water and wastewater service to the Property.
 5. Any amendments to this Agreement must be in writing and signed by both LCRA and the Customer.
 6. This Agreement is not assignable by Customer. Upon termination of service to the Property, any customer desiring to receive water and/or wastewater service from LCRA shall be required to execute a new service agreement.
 7. **CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES FROM ANY CLAIMS OR DAMAGES OF THE CUSTOMER OR THIRD PARTIES ARISING ASSOCIATED WITH OR ARISING FROM DESIGN, OPERATION OR MAINTENANCE OF THE GRINDER PUMP.**
 8. Customers with Grinder Pump stations acknowledge that they may be assessed a certain extra monthly fee to offset the cost of maintaining these extra facilities (a Surcharge). Repairs made due to negligence of behalf of the Customer to maintain the Grinder Pump will be billed directly to the Customer.
 9. The Grinder Pump will be powered by Customer's home electrical system. In the event that power service to the Grinder Pump is disrupted, Customer shall be responsible for taking measures to prevent the backup of wastewater on the Property.

ENTERED INTO this the _____ day of _____, 2009.

LCRA:

By: _____

LCRA's Representative

CUSTOMER:

By: _____

Printed Name: _____