

LCRA Service Agreement
Grinder Pump Sewer System for West Travis County

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 acknowledges that LCRA also has terms and conditions that apply to use of a Grinder Pump set forth in LCRA's schedule for rates, fees, charges and terms and conditions of retail treated water and wastewater service ("Rate Schedule")

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 from LCRA's 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 chapter 217) for sewage collection systems, as those rules are amended from time to time, as well as the Rate Schedule as amended from time to time. The final design provided by the Customer shall be submitted to LCRA's 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 be responsible for purchase, installation, inspection and maintenance of the Grinder Pump. The Customer shall be responsible for supplying power to the Grinder Pump and for all cost associated with supplying power associated with the operation of the Grinder Pump.

- 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, compromise of the LCRA wastewater system, or for other reasons provided in the Rate Schedule.
 - 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, or operating any components of the Grinder Pump or for the purpose of collecting, transporting or disposing of any residual material. The Customer agrees the LCRA has the right, in its sole discretion, to make emergency repairs and perform emergency maintenance to the Grinder Pump including service line. The Customer is responsible for all costs incurred by LCRA associated with an emergency repair performed by LCRA, including (but not limited to): LCRA's hourly rate for maintenance work multiplied by the amount of time expended by LCRA's representative on maintenance of Customer's Grinder Pump; and, costs incurred by LCRA for repair or replacement materials for Customer's 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. In the event LCRA performs emergency maintenance, LCRA will not be responsible for restoring landscaping that obstructs access to Grinder Pump or Service Line.
 - f. Customer agrees to install an isolation valve on the service line to the Grinder Pump. The Customer agrees to allow LCRA to have access to the isolation valve at all times.
2. Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the Grinder Pump or failure of Customer to allow LCRA and its representatives to enter Customer's property for the purposes provided in this Agreement shall be grounds for the disconnection of water and wastewater service to the Property.
 3. Any amendments to this Agreement must be in writing and signed by both LCRA and the Customer.
 4. 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.
 5. 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, INSTALLATION, OPERATION OR MAINTENANCE OF THE GRINDER PUMP.

ENTERED INTO this the _____ day of _____, 2009.

LCRA:

By: _____

LCRA's Representative

CUSTOMER:

By: _____

Printed Name: _____