

GRINDER PUMP SEWER SYSTEM AGREEMENT

This Grinder Pump Sewer System Agreement (the “Agreement”) is entered into by and between Travis County Water Control and Improvement District Point Venture (the “District”) and _____ (“Customer”) for sanitary sewer service to the property located at _____ (“Property”).

RECITALS

WHEREAS, the District owns, operates and maintains a centralized sanitary sewer system from which Customer desires to obtain sewer service; and

WHEREAS, the District is responsible for protecting the public drinking water supply and environment from pollution that could result from the improper construction, maintenance or operation of an Alternative Collection System as defined in Title 30 Texas Administrative Code Section 217.2(6), which refers to a wastewater collection system that uses components such as grinder pumps, septic tanks, or vacuum valves installed throughout the system; and

WHEREAS, the elevation and/or slope of the Property in relation to the location of the District’s sanitary sewer system requires installation of a pressure sewer system utilizing a grinder pump (“Grinder Pump”) in order to transport Customer’s sewage to the District’s sanitary sewer system; and

WHEREAS, the District’s sanitary sewer system is regulated by the rules and regulations of the Texas Commission on Environmental Quality (“TCEQ”); and

WHEREAS, the rules and regulations of the TCEQ require that the District only allow the 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 the District’s sanitary sewer system to receive sewer service from the District.

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

1. As a condition to initiation and continuation of sanitary sewer service to Customer by the District:
 - a. The District shall have the right to prior approval of the design of the Grinder Pump, including materials and equipment, prior to installation of a new Grinder Pump by Customer. It shall be the responsibility of the Customer to obtain from the District’s representative the design requirements for the Grinder Pump for the Property. The design requirements shall be presented by the District’s representative and shall be in accordance with the rules of the TCEQ identified in Title 30 Texas Administrative Code Chapter 217. The final design provided by the Customer shall be submitted to the District’s representative at least five (5) business days in advance of desired installation.
 - b. The District shall ensure that all existing Alternative Collection System components and building laterals that will be incorporated into a new or altered Alternative Collection System must be cleaned, inspected, tested, maintained, altered, or replaced, as necessary, to the satisfaction of the District before connecting the Alternative Collection System component to the collection system. This includes an inspection of the installed Grinder Pump prior to initiation of service to the Property. Customer shall give the District at least two (2) business days’ notice requesting an inspection. Customer agrees to correct any deficiencies.

- c. Customer shall own the Grinder Pump and shall be solely responsible for any and all damage and liability relating to or arising from the Grinder Pump. The Customer shall own all yard lines, service lines, and all other facilities and equipment located on the Customer's side of, and including, the backflow prevention device installed by Owner as part of the Grinder Pump installation. The District shall own all facilities and equipment located "downstream" of the backflow prevention device as part of the District's wastewater system.
 - d. The Customer shall be responsible for all maintenance of the Grinder Pump System, and all costs associated therewith. This includes all facilities and equipment located on the Customer's side of the backflow prevention device. If Customer utilizes a third-party contractor to make repairs to the Grinder Pump, the contractor must be a licensed plumber. The District shall be responsible for operation and maintenance of the District's wastewater system, which consists of all facilities located on the District's side of the backflow prevention device installed by Customer.
 - e. Customer agrees that the District and its representatives shall have access at all reasonable times to enter the Customer's property to inspect the Grinder Pump in the event the grinder system is believed to be overflowing or otherwise causing public health and safety issues or polluting the environment.
 - f. Customer agrees that the District and its representatives shall have the right to make emergency repairs and perform emergency maintenance on the Grinder Pump when required to protect the environment, public health and the integrity or operation of the Grinder Pump and the Alternative Collection System. The Customer will be responsible for all costs and expenses incurred by the District in connection with the emergency repairs and maintenance. Such costs may be added to Customer's monthly bill for water and wastewater services or may be separately invoiced.
 - g. The Customer shall be responsible for the electrical power costs of operating the Grinder Pump. If power service to the Grinder Pump is disrupted, Customer shall be responsible for taking measures to prevent the backup of wastewater on the Property.
 - h. The District shall have the right to collect, transport, and dispose of any residual material removed from the Customer's Grinder Pump.
2. The cost of any emergency repairs and maintenance performed by the District or its representatives shall be billed to Customer and shall reflect only those amounts incurred. Invoices for said repair and maintenance shall be provided to the Customer in a separate billing statement or included in the Customer's monthly water and sewer billing invoice.
 3. Customer agrees to pay all fees and charges set by the District as set forth in the District's Service Rules and Policies regarding design, installation, operations and maintenance of the Grinder Pump. Fee and charges may be amended from time to time as determined by the District.
 4. Any component of the sanitary sewer system owned by the District and located on Customer's Property must have an upstream isolation valve. Any Alternative Collection System component owned by Customer must have a service isolation valve located downstream on a service pipe connecting Customer's components to the District's sanitary sewer system. Customer must permit the District to access the service isolation valve at all times through an easement or other legal agreement between Customer and the District.
 5. Customer acknowledges and agrees that a failure of a Customer to pay all costs associated with the operation and maintenance of the Grinder Pump as set forth in the District's Service Rules and Policies or failure of Customer to allow the District 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.

6. This Agreement shall be performable in Travis County, Texas, which county shall be the exclusive venue for any disputes arising under the Agreement.
7. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.
8. This Agreement is not assignable by Customer. Upon termination of service to the Property, any new customer desiring to receive water and/or wastewater service from the District shall be required to execute their own service agreement.
9. To the extent that any additional terms are required for this Service Agreement to comply with Title 30 Texas Administrative Code Section 217.95, as it may be revised from time to time. Customer agrees that such additional terms are hereby incorporated into this Service Agreement by reference.
10. If any terms or provisions set forth in this Agreement shall be held invalid, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

The Agreement is subject to the terms of the District's Rate Order, as it may be amended from time to time.

ENTERED INTO this the _____ day of _____, 20____.

DISTRICT:
TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT
POINT VENTURE

By: _____
the District's Representative

CUSTOMER:

By: _____

Printed Name: _____