

PRIVATELY OWNED COMMERCIAL SEWER GRINDER PUMP AGREEMENT

This Agreement Concerning Commercial Grinder Pump Sewer Systems is entered into by and between Travis County Water Control and Improvement District No. 17 (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 elevation and/or slope of the Property in relation to the location of the District's sanitary sewer system requires Customer's installation of a pressure sewer system commonly known as a grinder pump system ("System") in order to transport Customer's sewage to the District's sanitary sewer system; and

WHEREAS, the District's sanitary 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 System 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 System, including size, materials and equipment, prior to installation of the System by Customer. It shall be the responsibility of the Customer to obtain from the District's engineer the design requirements for the System for the Property. A specific pump may be specified by the District's representative. The design requirements shall be determined by the District'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 are amended from time to time. 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. District shall have the right to inspect the installed System 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 agrees that the District shall have the right to stop any discharges from the System in order to prevent contamination of state waters.
 - d. District and Customer agree that should there be a problem with the grinder pump(s) the District will be notified to check the problem and repair or replace the pump(s) if necessary at the customer's cost. The District will keep trained personnel on staff and replacement pumps and parts in stock for rapid repair and/or replacement of pumps.
 - e. Customer agrees that the District and its representatives shall have the right to enter the Customer's property to check or repair the grinder pump on behalf of the Customer.
2. The District and Customer agree that, although the System is owned by Customer, the System shall be regarded as an integral component of the District's sanitary sewer system and not as a part of the plumbing for the Property as required by the Rules of the TCEQ.
 3. Customer agrees to pay all fees and charges set by the District as set forth in the District's Rate Order and Rules and Regulations regarding design, installation and operations and maintenance of the System as may be amended from time to time.
 4. All commercial lift and grinder stations connected to the WCID 17 wastewater system require regular professional maintenance and cleaning. This WCID 17 grinder pump agreement refers ONLY to the grinder pump(s) and does not cover such things as routine maintenance, electrical repairs, cleaning, pumping or odor control. These items are the responsibility of the owner, and may be accomplished by a commercial professional or by WCID 17 upon request. When these services are required, the Customer must pay the current rate for all services performed. Lack of proper maintenance can cause odor problems and pump malfunctions which can lead to costly backups, overflows and public health issues. Bypassing required alarms and controls is a violation of the state law and may lead to fines on the owner levied by the TCEQ agency. Routine maintenance is an integral part in preserving the integrity of WCID 17's sanitary wastewater system(s).
 5. Customer acknowledges and agrees that failure of Customer to pay all costs associated with the operation and maintenance of the grinder pump portion of the System as set forth in the District's Rate Order and Rules and Regulations 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 place for 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. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES FROM ANY CLAIMS OR DAMAGES ASSOCIATED WITH OR ARISING FROM DESIGN, OPERATION OR REPAIR OF THE GRINDER PUMP(S) SYSTEM.
10. Customers with grinder pump stations acknowledge that they may be assessed a certain extra monthly fee to offset the cost of repair equipment, personnel training and grinder parts stocking.
11. The System will be powered by Customer's electrical service. In the event that power service to the System is disrupted, Customer shall be responsible for taking measures to prevent the backup of wastewater on the Property.

ENTERED INTO this the _____ day of _____, 201____.

DISTRICT:

TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 17

By: _____
Jason F. Homan,
General Manager

CUSTOMER:

By: _____
Printed Name: _____