Alternative Wastewater Collection System
Maintenance and Service Agreement

I. PURPOSE. TXWC Inc., dba as Canyon Lake Water Service (hereinafter referred to as "TXWC") is responsible for protecting the public drinking water supply and the environment from pollution and other contamination which could result from the improper construction or configuration of a private water system and/or alternative wastewater collection system. Accordingly, this Service Agreement (the "Agreement") is to notify Customer, identified herein as the signatory or signatories on the last page of the Agreement, of the restrictions that are in place and enforced by TXWC to provide this protection and ensure the public's health and welfare. For that purpose, and as required by the 30 Texas Administrative Code § 217.95, each Customer using an alternative collection system must sign this Agreement before TXWC will begin service to the Customer's property. In addition, when service to an existing connection has been suspended or terminated, TXWC shall not re-establish service to that connection until it has a signed copy of this Agreement from the current owner(s) of the subject property.

II. DEFINITIONS. As used in this Agreement:

A. "Alternative Collection System" refers to a wastewater collection system that uses components such as grinder pumps, septic tanks, or vacuum valves but not limited to, which are installed throughout the collection system and specifically including the types of collection systems identified in 30 TAC 217, Subchapter D, (relating to Alternative Collection Systems). An alternative collection system is comprised of both on-site and off-site components.

B. "Customer" refers to the signatory or signatories identified on the last page of this Agreement or its/their assignee.

C. "Customer Premise Equipment" refers to the wastewater collection system and alternative collection system components and/or equipment placed or located on Customer's real property and owned by Customer. Unless stated otherwise in a writing executed by TXWC, Customer's ownership of the Customer Premise Equipment commences at the boundary line of Customer's real property. The term Customer Premise Equipment shall have the same meaning as the term "on-site components" as it is used in 30 TAC § 217.95. Customer Premise Equipment may include, but is not limited to, septic and/or collection tanks, pumps, and filters, all corresponding controls for the same, and all fixtures or equipment used for the purpose of providing electronic or other power to the Customer Premise Equipment.

D. Any terms not defined herein shall have the same meaning as set forth in 30 TAC Chapter 217, Subchapter B, Design Criteria for Domestic Wastewater Systems, as amended from time to time, unless the context of said term clearly indicates otherwise.

III. RESTRICTIONS. State regulations prohibit the following unacceptable water system and wastewater collection system practices:

A. There shall be no direct connection between the public drinking water supply and a potential source of contamination. Potential sources of contamination shall be isolated from the public drinking water system by an air-gap or an appropriate TXWC-approved backflow prevention device.

B. There shall be no cross-connection between the public drinking water supply and a private water or wastewater collection system. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a TXWC-approved reduced pressure-zone backflow prevention device.

C. There shall be no connection that allows water to be returned to the public drinking water supply.

IV. ALTERNATIVE WASTEWATER COLLECTION SYSTEM REQUIREMENTS. Customer is required by State regulations to abide by the following practices applicable to the ownership and operation of wastewater collection systems and alternative collection systems, including Septic Tank Effluent Pump (STEP) Systems, located on Customer's property (all together, the "wastewater collection system"):

A. Any existing wastewater collection system component, building lateral, or on-site component that is to be incorporated into a new, expanded or materially altered wastewater collection system, e.g., the Customer Premise Equipment, must be cleaned, inspected, tested, repaired, modified, or replaced, as necessary, to the satisfaction of TXWC, before Customer is permitted to connect said component to the wastewater collection system. The cost for said cleaning, testing, repairing, etc., shall be paid for by Customer.

B. Any components of the wastewater collection system owned by TXWC and located on the Customer's property must have an upstream isolation valve. TXWC shall notify Customer in writing of any equipment owned by TXWC that is located on Customer's real property; unless otherwise stated in said writing, Customer's ownership of the Customer Premise Equipment occurs at the boundary line of Customer's real property; i.e., Customer owns all Customer Premise Equipment on its Property.

C. Any on-site components of the wastewater collection system owned by Customer and located on Customer's property, e.g., the Customer Premise Equipment, must have a service isolation valve located on the service pipe connecting Customer's on-site components to TXWC'S wastewater collection system. Customer must permit TXWC access to the service isolation valve at all times through an easement granted by the property owner to TXWC, its agents and assigns; the terms of said easement being defined in more detail below.

V. TERMS OF SERVICE (ALTERNATIVE COLLECTION SYSTEMS). The following are the terms of service between TXWC and Customer for TXWC'S provision and/or requirements of wastewater collection service to an alternative collection system located on Customer's property:

A. **Ownership.** Customer Premise Equipment shall be the property of Customer, unless specifically stated otherwise in writing by TXWC. Customer is solely responsible for the proper construction, operation, and maintenance of all Customer Premise Equipment. This includes, without limitation, the payment of all electric power used in the operation of the Customer Premise Equipment, the cost of installing, operating, repairing, replacing, removing, and maintaining any Customer Premise Equipment in accordance with this Agreement, whether performed by Customer or TXWC, will be at Customer's sole expense.

B. **New Customer Premise Equipment.** TXWC shall have an engineer inspect and approve the installation of any and all new or Customer Premise Equipment components before placing the system into service, including the right to inspect and approve the installation of any pre-treatment unit.

C. **Qualified Maintenance Provider.** The construction, repair, or maintenance of Customer Premise Equipment must be performed by TXWC, its agents, or other qualified maintenance provider (QMP) approved by TXWC. A list of approved QMP's is attached in Exhibit A: Approved Service Provider List (List). Customer may request an updated List at such time as service is necessary. Customer may contract with a third-party maintenance provider not on the List if said maintenance provider is (1) preapproved by TXWC in writing; (2) qualified to provide service to alternative collection systems, specifically Customer Premise Equipment; and (3) has a 24 hour emergency maintenance number that Customer and/or TXWC can rely upon in the event emergency maintenance is required, and which is provided to TXWC before service is provided.

D. **Notice of Service.** TXWC must be given the opportunity to verify that the Customer will comply with State rules and regulations and TXWC standards pertaining to the construction, repair or maintenance of said equipment. Therefore, if construction, repair, or maintenance to the Customer Premise Equipment is performed by a third-party QMP, Customer shall provide notice to **customerservice@txwaterco.com** **at least ten (10) business days before service.** Such Notice must include a list of proposed materials and equipment to be used, and Customer must also submit a certified report of such repairs to TXWC following completion of the same. TXWC reserves the right to inspect and approve any pre-treatment equipment. Notice must be provided to **customerservice@txwaterco.com** at least ten (10) business days before service will be provided.

E. **Failure to Provide Notice.** If TXWC is not notified of third-party service and TXWC provides additional service, Customer will bear the costs and an invoice for said additional pumping and disposal costs shall be provided to Customer in a separate

bill or included in Customer's monthly bill

F. **Reasonable Access.** TXWC shall have access at all reasonable times to Customer's property to inspect and, if necessary, maintain Customer Premise Equipment.

G. **Collection, Transport, and Disposal by** TXWC has the right to collect, transport, and dispose of any residual material removed from Customer Premise Equipment via the easement referenced below in Section L. As part of TXWC'S provision of wastewater services to Customer, TXWC may conduct a semiannual tank inspection or more frequently as needed. TXWC will pump the contents of Customer's on-site collection tank(s) at no cost to the Customer one time between every five (5) and ten (10) years as needed to ensure proper system operation (Pumping). Pumping dates are tracked against the operational life of the on-site collection tank(s) by address: changes to ownership have no bearing on the frequency of Pumping. If TXWC determines during an inspection that pumping to ensure proper system operation is required prior to a five (5) year mark, or more frequently than one time between the five (5) and ten (10) year mark, the costs of the additional Pumping will be the responsibility of the Customer. An invoice for said additional pumping and disposal costs shall be provided to Customer in a separate billor included in Customer's monthly bill. TXWC will track dates of service, whether performed by TXWC or a third-party provider.

H. **Emergency Repairs.** TXWC has the right to make emergency repairs and perform emergency maintenance to any alternative collection system component, including Customer Premise Equipment and collection line laterals, when required to protect the environment, public health, and the integrity or operation of the alternative collection system.

I. **Cost of Repairs or Maintenance.** The cost of any repairs or maintenance, including emergency repairs and maintenance, to any Customer Premise Equipment, whether or not performed by TXWC or its agents, shall be charged to and paid for by Customer. The cost of any repairs or maintenance performed on any Customer Premise Equipment by TXWC, or its agents, shall be billed to Customer and shall reflect only those amounts incurred by and billed to TXWC and its agents for the same. Invoices for said repair and maintenance costs shall be provided to Customer in a separate bill or included in Customer's monthly bill. Unless otherwise agreed to in writing executed by TXWC, Customer shall pay said repair and maintenance invoices provided separately from the monthly bill within sixty (60) days of Customer's receipt of the same, unless provided otherwise in said invoice. Otherwise, balances owed for said repair and maintenance are to be paid with the customer's monthly bill.

J. **Provision of Power.** Customer shall be responsible for the cost of providing power,

electric or otherwise, to any Customer Premise Equipment requiring power.

K. **Customer's Maintenance Responsibility.** It shall be the Customer's responsibility to maintain the Customer Premise Equipment, service line, pressurized collection system (if any), and appurtenances in good operating condition; e.g., in good working order, clear of obstruction, defects, or blockage. Customer agrees to operate the system in accordance with TXWC'S written procedures and limitations. If there is excessive infiltration or inflow or failure to provide proper pretreatment, TXWC may require Customer to repair the Customer Premise Equipment to eliminate the infiltration or inflow or take such actions necessary to correct the problem including, but not limited to, pumping the contents of Customer's on-site collection tank(s) at Customer's expense.

L. **Public Utility Easement.** If the property to be served does not have a dedicated, recorded public utility easement encompassing the Customer Premise Equipment and available for TXWC'S use in providing water and/or sewer utility service to the property in accordance with this Agreement, the Customer shall provide TXWC with an easement recorded with the County Clerk before service will be provided. The form of any such easement must be approved in advanced by a TXWC Engineer and shall include the following: (1) the easement shall be in a location acceptable to TXWC; (2) the easement shall be for a corridor no less than fifteen (15) feet in width providing access to the receiving tank lift station and other Customer Premise Equipment; (3) the easement must encompass at least a fifteen (15) foot radius surrounding the Customer Premise Equipment; (4) the easement shall be for the benefit of TXWC, its agents and assigns; and (5) the easement shall be signed by (and shall be binding upon) all current record title owners of the property in question and enforceable against any and all subsequent purchasers of the property.

M. **Diversion or Drainage.** Customer shall not permit the diversion or drainage of any fluids not approved by TXWC into Customer Premise Equipment or TXWC'S wastewater collection system; including, but not limited to, any of the following: storm water, surface water runoff, grease, oil, solvent, paint, or other toxic chemical compounds.

N. **Enforcement.** The terms of this Agreement shall be enforced on Customer in addition to any and all other similar terms applicable to wastewater collection systems and alternative collection systems specified in TXWC'S most current Sewer Utility Tariff applicable to the service area encompassing Customer's property.

VI. ENFORCEMENT. If the Customer fails to comply with any of the terms of this Agreement, TXWC, at its option, may: (a) terminate service immediately as referenced below; (b) properly install, test, and maintain an appropriate backflow prevention device

at the Customer's service connection; or (c) take any other action it deems advisable for the proper operation of the Alternative Collection System. Any expenses associated with the enforcement of this Agreement shall be billed to and paid for by Customer. In addition to the foregoing, TXWC may terminate water and wastewater service with no compensation to Customer if Customer fails to comply, to TXWC'S satisfaction, with Customer's obligations or responsibilities under this Agreement, TXWC'S Sewer Utility Tariff, or if any amounts due herein to TXWC by Customer are not paid in full within in accordance to §V.I. Costs of Repair and Maintenance.

VII. REGULATORY COMPLIANCE. To the extent that any additional terms are required in order for this Service Agreement to comply with 30 TAC § 217.95, as it may be revised from time to time, Customer agrees that such additional terms are hereby incorporated in this Service Agreement by this reference.

This Agreement is subject to the terms and restrictions of TXWC'S Sewer Utility Tariff, as it may be amended from time to time.

Agreed and accepted:

Customer (1):
Customer's Name (printed): _____
Customer's Signature: _____
Date: _____

Customer (2):
Customer's Name (printed): _____
Customer's Signature: _____
Date: _____

Service Address: _____
_____

Building Completion Date: _____

EXHIBIT A
(Customer Premise Equipment Approved Maintenance Providers List)

Paul Swoyer Septic
23011 FM 306
Canyon Lake, TX 78133
830-935-4936

EXHIBIT B
(Notice of Service Form)

Return this form to customerservice@txwaterco.com.