

*****PLEASE SIGN AND RETURN THIS COPY*****
Travis County MUD #13 Customer Service Agreement

I. PURPOSE

The Travis County MUD #13 (the "Water System") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (the "Agreement") is to notify each customer of the plumbing restrictions that are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this Agreement before the Travis County MUD #13 will begin service. In addition, when service to an existing connection has been suspended or terminated, the Water System will not re-establish service unless it has a signed copy of this Agreement.

II. PLUMBING RESTRICTIONS

The following unacceptable plumbing practices are prohibited by State regulations.

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

B. No cross-connection between the public drinking water supply and a private water system is permitted. 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 reduced pressure-zone backflow prevention device.

C. No connection that allows water to be returned to the public water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

F. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating less than or equal to 0.25% lead content. If not properly labeled, please provide written comment.

III. CUSTOMER SERVICE AGREEMENT

The following are the terms of the Customer Service Agreement between the Travis County MUD #13 and _____ (the "Customer").

A. The Water System will maintain a copy of this Agreement as long as the Customer and/or the premises is connected to the Water System.

B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.

C. The Water System shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice that has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately correct any unacceptable plumbing on his premises.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance shall be provided to the Water System.

IV. ENFORCEMENT

If the Customer fails to comply with the terms of the Customer Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the customer.

Signed: _____
Customer's Signature

Printed Name: _____

Signed: _____
Customer's Signature

Printed Name: _____

Date: _____

**GRINDER PUMP
SEWER SYSTEM SERVICE AGREEMENT**

This **Grinder Pump Sewer System Service Agreement** ("Agreement") is entered into by and between **Travis County MUD #13**, a conservation and reclamation district of the State of Texas (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 for the Property; 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 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, in accordance with TCEQ rules and regulations, the District and Customer desire to enter into this Agreement in order to set forth the parties' respective rights and responsibilities as they relate to the System;

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

1. Condition of Service. Customer acknowledges and agrees that the terms and conditions of this Agreement are conditions to initiation and continuation of retail wastewater service by the District to Customer for the Property. Any failure by the Customer to comply with its obligations under this Agreement, or to otherwise comply with the terms of this Agreement, may result in immediate termination of water and wastewater services by the District to the Property.
2. Design of Grinder Pump System.
 - a. Customer agrees that it must secure approval of the District for 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 Operator the design requirements for the System. A specific pump may be specified by the District's representative. The design requirements shall be determined by the District's representative and shall be in accordance with the rules of the TCEQ (30 Texas Administrative Code Chapter 217) for sewage collection systems and the District's rules and regulations, as all such rules and regulations 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 date of installation.
 - b. The System must include a backflow or backwater prevention device of a type approved by the District and an operable ball valve on the force main at the point of intersection with the District's wastewater system, which point of intersection must be located within a public utility easement, public right-of-way, or easement dedicated to the District.
3. Purchase and Installation.
 - a. Customer shall be responsible for purchase and installation of the System at Customer's sole cost and expense. All such installation shall be performed by a licensed plumber in accordance with the laws of the State of Texas.
 - b. Customer shall be responsible for providing power to the System and for all costs associated therewith.
 - c. Customer acknowledges and agrees that its failure to properly install and maintain the System can cause odor problems and pump malfunctions which can lead to costly backups, overflows and public health issues.
4. Ownership. Customer shall own the System, and shall be solely responsible for any and all damage and liability relating to, or arising out of, the System. The Customer shall own all yard lines, service lines, the System 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 System. The District shall own all facilities and equipment located "downstream" of the backflow prevention device as part of the District's wastewater system.
5. Compliance with Rules and Regulations. Customer agrees to comply with all rules and regulations of the District concerning the design, installation and operation and maintenance of the System as set forth in the District's Rate Order and Rules and Regulations, as amended from time to time.
6. Access and Inspection.
 - a. An authorized representative shall inspect the installed System prior to initiation of service to the Property. Customer shall give the District at least two (2) business days' prior notice requesting an inspection. Customer agrees to correct any deficiencies prior to commencement of service. Customer shall pay an inspection fee for each inspection in the amount set forth in the District's Rate Order, as amended from time to time.
 - b. Customer hereby authorizes the District and its authorized representatives to enter the Property at any time in case of an emergency, and at other reasonable times in the event of a non-emergency, for purposes of inspecting, testing,

operating, maintaining, repairing or replacing the System or any components thereof.

7. Electric Service. The System will be powered by Customer's electrical service. In the event that power service to the System is disrupted, Customer is solely responsible for taking measures to prevent the backup of wastewater on or from the Property.

8. Operation and Maintenance.

a. Customer shall be responsible for operation, maintenance, repair and replacement of the System, and all costs associated therewith. The facilities for which Customer is responsible include the backflow prevention device and all other facilities and equipment located on the Customer's side of the backflow prevention device. 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 the Customer as part of the System.

b. All repairs and maintenance to the System undertaken by or on behalf of the Customer shall be performed only by a licensed plumber.

c. In the event of failure of the System or if any discharge from the System interferes with, or threatens to interfere with or adversely impact the hydraulics or proper operation of the District's wastewater collection system, compromises or threatens to compromise the integrity of the District's wastewater system, or potentially contaminates the waters of the State of Texas, as determined in the sole discretion of the District, then an authorized representative of the District may require the Customer to immediately repair or replace the System, or any component thereof.

d. Customer agrees that the District and its representatives shall have the right to enter the Property to operate, maintain, repair and replace the System, or any component thereof, on behalf of the Customer. Customer is responsible for all costs and expenses incurred by the District in connection with repair or replacement of the System. Such costs may be added to Customer's monthly bill for water and sewer services, or may be separately invoiced. Failure to timely pay such bill in full may result in immediate termination of water and sewer services to the Property.

9. Enforcement.

a. Unauthorized Discharges. Customer agrees that the District shall have the right to stop any discharges from the System in order to prevent contamination or threatened of the waters of the State of Texas.

b. Fines and Penalties. Bypassing required alarms and controls is a violation of the state law and may lead to criminal prosecution or fines on the Owner levied by the TCEQ. Violation of the District's rules and regulations relating to the System may result in civil penalties by the District for violation of the District's rules.

c. Remedies. The District shall have available all remedies at law and in equity to enforce the terms of this Agreement. In the event the District prevails in any proceeding, Customer shall be responsible for payment of all costs and expenses incurred by the District in connection with enforcement, including reasonable attorneys' fees.

d. Termination of Service. Customer agrees that upon any violation of the terms of this Agreement by Customer, including failure to timely pay in full for any costs incurred by the District payable by the Customer hereunder, the District shall have the right to terminate water and wastewater services to the Property.

10. Indemnification. **CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DEBTS, SUITS, CAUSES OF ACTION, LOSSES, DAMAGES, JUDGMENTS, FINES, PENALTIES, LIABILITIES, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS INCURRED BY THE DISTRICT ARISING OUT OF OR RELATING TO THE BREACH BY CUSTOMER OF THIS AGREEMENT, OR THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE GRINDER PUMP SYSTEM.**

11. Miscellaneous.

1. Venue. 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.

2. Amendments. Any amendments to this Agreement must be in writing and signed by both the District and the Customer.

3. Assignments. 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 enter into a new service agreement.

4. Severability. If any terms or provisions set forth in this Agreement shall be held invalid as to any court or agency of appropriate jurisdiction, then remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ENTERED INTO this the last date of execution below.

DISTRICT: TRAVIS COUNTY MUD #13

Signed: _____ Printed Name: _____
Customer's Signature

Signed: _____ Printed Name: _____
Customer's Signature

Date: _____

Important Information For New Utility Customers

(512) 246-1400

Office Address: 2601 Forest Creek Dr Round Rock, TX 78665

Mailing Address: PO Box 2002, TX 78665

Hours: Monday – Friday 8 am to 5 pm

Emergency Services 24/7 (512) 246-1400

www.crossroadsus.com

Welcome to Travis County MUD #13

You have recently opened your utility account and we want to provide you information about your utility billing services. Crossroads Utility Services, LLC manages the water and wastewater systems and the utility billing activities of Travis County MUD #13

The utility bills for Travis County MUD #13 have a due date of the 26TH every month. If the due date falls on a holiday or weekend, the due date is extended to the next business day. Bills paid after 5pm on or after the due date are subject to a 10% late fee. All payments are posted to your account the business day the payment is received. Your water will be disconnected if your bill is in arrears upon notice and in accordance with Travis County MUD #13 policies.

Application:

Please complete the enclosed service application with a legible copy of your un-expired drivers license or government ID. Scan the completed application and copy of your ID to customerservice@crossroadsus.com, or fax to 512-246-1900. One of our customer service representatives will call you upon receipt of your application.

Payments: There are several options for paying your utility bill.

- Walk-in Payment** at our Office, Monday thru Friday from 8 am to 5 pm (closed most federal holidays). We accept cash, checks, money orders, cashier checks, and all major credit cards. Our office is located at 2601 Forest Creek Drive, Round Rock, TX 78665.
- By **Mail**, with check or money order, and your payment will be credited the day that we receive it. Please write your entire account number on the check or money order. Please send payment payable to Travis County MUD #13 PO Box 2002, TX 78665. Your account number is located on your billing statement.
- By **Phone**, with any major credit or debit card. You may also set up automatic monthly payments with your credit or debit card by phone.
- Our **Website** 24/7 at www.crossroadsus.com with any major credit card or checking account. Payments will be posted next business day. Please click on the "Pay my Bill" tab. **You may also set up automatic monthly payments with your credit or debit card by using the website.**
- Your bank's **Online Bill Pay Service** If you use your bank's online bill pay company, it is critical that the full account number found on your bill is clearly shown on the check to ensure your payment is posted promptly and correctly to your account. Please allow 7-10 business days to ensure your payment is received before your due date. Please send payment payable to Travis County MUD #13 PO Box 2002, TX 78665.