

STATE OF TEXAS

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LAKEWAY MUNICIPAL UTILITY DISTRICT
(LMUD)
CONTRACT FOR INSTALLATION
AND FEE SCHEDULE FOR
OUT OF DISTRICT WASTEWATER
PROJECT (ODWW PROJECT)
FOR
LAKEWAY SUBDIVISION, SECTIONS 1 - 17

COUNTY OF TRAVIS

DO NOT SUBMIT THIS FORM UNTIL YOU'RE REQUESTED TO DO SO BY LMUD.

PRELIMINARY INFORMATION – EFFECT ON ORIGINAL CONTRACT FOR INSTALLATION *(applicable only if you have previously filled out this form):*

_____ (Initials of Property Owner #1) and _____ (Initials of Property Owner #2, if applicable) affirm that a Contract for Installation for the ODWW Project was previously executed for this Service Address on

_____ (insert date) (“Original Contract”). By submitting this Contract for Installation, Property Owner agrees that on LMUD’s execution of this Contract for Installation, any payments of Nonrefundable One Time Charges under the Original Contract will be transferred to this Contract for Installation and the Original Contract will be terminated and replaced with this Contract for Installation.

PURPOSE AND USE OF THIS FORM:

This form is to be completed by eligible property owners in Lakeway Subdivision, Sections 1 - 17, City of Lakeway, Travis County to indicate whether and when they would like their Service Address to be connected to LMUD’s public sewer system when available, including the installation of a grinder pump system at the Service Address which is necessary to receive that service. Please read this entire form before completing it and note that your choices affect your cost and connection timing.

LMUD’s ODWW Project is being constructed in two phases, which will also affect connection timing. The two phases are:

- within the boundaries of Phase 1 of the ODWW Project (“Phase 1”)
- within boundaries of Phase 2 of the ODWW Project (“Phase 2”)

To determine whether your Service Address is in [Phase 1](#) or [Phase 2](#) of the ODWW Project, view the map at www.lakewaymud.org/update/phase-1-and-phase-2-map-for-odww-project . If you are unsure, contact LMUD (contact information is at the end of this form).

PROPERTY OWNER INFORMATION *(please print or type):*

PROPERTY OWNER #1	PROPERTY OWNER #2:
NAME: _____	NAME: _____
Last Name, First Name, Middle Initial	Last Name, First Name, Middle Initial

SERVICE ADDRESS:

Address is in (select one): Phase 1 of the ODWW Project Phase 2 of the ODWW Project

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (main): _____ (cell): _____

Email Address: _____

ESTIMATED PROJECT SCHEDULE:

- Regular Connections for service addresses in Phase 1 began in April 2021.
- Regular Connections for service addresses in Phase 2 are currently anticipated to begin January 2024.
- **DISCLAIMER: The project schedule, including your requested Anticipated Connection Date (see below), are subject to change without notice. Project updates are posted at www.lakewaymud.org/odww-project.**

CONNECTION OPTIONS:

Please read this entire section, then select the option below that best characterizes your installation request:

- I request a Regular Connection (when LMUD is ready to connect all addresses along my street)
- I request an Early Connection (before my street is offered a connection, subject to LMUD approval)*
- I request a Late Connection (after my street was already offered a “Regular” connection; Service Address has a recorded Decline Connection on file with LMUD)*
- I Decline Connection (I do not want to connect to LMUD’s wastewater system at this time)

***For Early Connection or Late Connection requests, please select a grinder pump system installation choice:**

- By LMUD:** I /We agree to allow LMUD to install the grinder pump system needed to connect our Service Address to LMUD’s public wastewater system when LMUD’s project schedule allows (at LMUD’s sole determination), at no additional cost to me/us, and agree to the following additional provisions:
 - I/We will hire, at my/our cost, a licensed electrician to bring 240 volt electricity to support the control panel for the grinder pump system before LMUD’s completion of the grinder pump system install.
- By Property Owner:** I/We agree to install the grinder pump system needed to connect our Service Address to LMUD’s public wastewater system and agree to the following additional provisions:
 - I/we understand that LMUD will provide, at no additional cost to me/us, all contents of the grinder pump tank and the control panel. All other materials will be sourced and purchased at my/our sole expense and meet LMUD’s technical specifications.
 - I/we will be responsible, at my/our sole cost and expense, for hiring qualified professionals, licensed in the state of Texas, to complete the installation of a grinder pump system, including the 240 volt electrical connection, meeting LMUD’s technical and location specifications, which I/we will obtain from LMUD prior to installation.
 - I/we agree that I/we will not make any final tie in to the LMUD wastewater system. I/we agree that I/we will schedule LMUD to install the check valve box and make the final tie in connection to the LMUD’s public wastewater system prior to scheduling a final inspection, which signifies the approval to operate the grinder pump system. I/we understand that I/we am/are responsible for scheduling the required inspections in advance with LMUD’s inspector and that additional costs will apply if any of the inspections fail.

***For Early Connection or Late Connection requests, please state the reason for connection:**

- Emergency Connection New Construction Remodel Other: _____

***For Early Connection or Late Connection requests, please indicate your preferred connection date:**

ANTICIPATED CONNECTION DATE: _____
 (For scheduling purposes only; not guaranteed.)
For installs by Property Owner: indicate date of anticipated tie-in request.

DISCLAIMER: By inserting an “Anticipated Connection Date,” the Property Owner agrees that the connection date is not guaranteed by LMUD, and that the Service Address connection date to LMUD’s public wastewater system is subject to change at any time depending on such factors as the overall project schedule, cost, labor availability, and other factors affecting LMUD’s ability to perform this work, as LMUD may determine.

***NON-REFUNDABLE ONE-TIME CHARGES FOR EARLY CONNECTION AND LATE CONNECTION REQUESTS:**

NON-REFUNDABLE ONE TIME CHARGES	
If you selected Early or Late Connection, the following Non-Refundable One-Time Charges must be paid with this Application:	
Application Fee	\$100
Capacity Reservation Charge	\$3,800*
Plumbing Inspection Charge	\$225
TOTAL NON-REFUNDABLE ONE-TIME CHARGES FOR 2021	\$4,125
*Cost increases \$125 each year.	

Although these fees are not refundable, paid fees will be credited to the Service Address if the Service Address changes ownership prior to connection to LMUD’s public wastewater system.

ADDITIONAL TERMS AND CONDITIONS: *Please review this information carefully.*

The following additional terms and conditions apply to all connection requests as part of the ODWW Project.

- **Property Owner Requesting a Regular Connection:**
 - Do not have to pay the Non-Refundable One-Time Charges.
 - Do not have the option to install the required grinder pump system.
 - Do not have to bring 240 volt electricity to the control panel for the grinder pump system.
 - Will be eligible to receive wastewater service when LMUD’s project schedule allows (at LMUD’s sole determination).
- **Property Owner Requesting an Early Connection:**
 - Do have to pay the Non-Refundable One-Time Charges.
 - Have the option to have LMUD install the grinder pump system at no additional charge when LMUD’s schedule allows, or to install the grinder pump system at the Property Owner’s expense.
 - Do have to bring 240 volt electricity to the control panel for the grinder pump system.
 - Will have their requests evaluated by LMUD on a case-by-case basis. The availability of an Early Connection will depend primarily on whether a main wastewater line is available close to the Service Address, project team availability, cost, and other project-related factors in LMUD’s sole determination.
- **Property Owner selecting a Late Connection:**
 - Do have to pay the Non-Refundable One-Time Charges.
 - Have the option to have LMUD install the grinder pump system at no additional charge when LMUD’s schedule allows, or to install the grinder pump system at the Property Owner’s expense.
 - Do have to bring 240 volt electricity to the control panel for the grinder pump system.
 - Will have their requests evaluated by LMUD on a case-by-case basis. The availability of a Late Connection will depend primarily on whether a main wastewater line is available close to the Service Address, project team availability, cost, and other project-related factors in LMUD’s sole determination.
- **Property Owner Declining Connection:**
 - Do not have to pay the Non-Refundable One-Time Charges.
 - May change their minds and request a connection by submitting a new Contract for Installation but in the new contract must select the “I request Late Connection” Connection Option (i.e., the Early Connection and Regular Connection options are not available to those who first declined connection.). This applies to a new Property Owner who requests to connect after a previous owner chose Decline Connection for the Service Address.
- **All Property Owners:**
 - Are solely responsible for the proper maintenance of the grinder pump system at the Service Address at their own expense and must follow the maintenance guidelines contained in LMUD’s Rate Order, Exhibit 1-A or at www.LakewayMUD.org.
 - At the Property Owner’s request, LMUD will perform repair service on the grinder pump system. Additional fees may apply. Routine maintenance will also be performed by LMUD. See LMUD Rate Order for details.
 - Property Owner is solely responsible for paying the electric charges associated with the operation of grinder pump system at the Service Address.
- **Customers with Existing Septic Tanks:**
 - As part of the ODWW Project, LMUD or Property Owner will be responsible for decommissioning the existing septic tank at a connected Service Address following Texas Administrative Code, Title 30, Part 1, Chapter 285, Subchapter D, RULE §285.36. LMUD will file all required paperwork with LCRA and TCEQ. All paperwork will be stored in LMUD’s account file associated with the Service Address. Decommissioning the septic tank takes it out of service; the tank will not be removed.

• **Notice of Additional Required Documents and Fees:**

- Property Owners choosing to connect to LMUD’s public wastewater system must also submit a new Application and Service Contract for the Service Address stating the request for water and wastewater services. All applicable fees and charges must be paid in full prior to initiating service.
- Once the Service Address has been connected, the current customer for the LMUD account file associated with the Service Address will be responsible for paying all future charges, which will appear on their regular utility bills from LMUD.
- Other circumstances, including new construction, may require additional contracts and fees.

PROPERTY OWNER CERTIFICATION AND SIGNATURES:

By my/our signature(s) below, I/we hereby certify the information provided herein and following statements are true and correct:

I/we am/are the owner(s) of the property located at the Service Address listed above [referred to as the "Property Owner" herein].

Property Owner has provided their option to request or decline the installation of a grinder pump system at the Service Address listed above in order to connect the Service Address to the public wastewater system. If requesting connection, Property Owner has chosen the system to be installed by LMUD or the Property Owner as part of the ODWW Project.

Property Owner has read and understands the information provided herein, including the Preliminary Information, Estimated Project Schedule, Connection Options, Fees, and Additional Terms and Conditions.

Property Owner hereby agrees to pay all rates, fees, and charges referred to herein and to comply with all Rate Orders, other orders, rules, regulations, codes, and guidelines of LMUD now existing or as may be revised by LMUD in the future in LMUD’s sole discretion. Property Owner further agrees to comply with and be bound by LMUD’s Rate Order, other orders, rules and regulations, policies, guidelines, Water Conservation Plan, and Drought Contingency Plan, as the same may be amended from time to time by LMUD in its sole discretion, and agrees to the imposition and payment of fines and penalties for noncompliance.

This Agreement shall become effective when signed by a duly authorized representative of LMUD.

PROPERTY OWNER #1

By: _____

Printed Name: _____

Date: _____

PROPERTY OWNER #2

By: _____

Printed Name: _____

Date: _____

LAKEWAY MUNICIPAL UTILITY DISTRICT (LMUD)

By: _____

Printed Name: _____

Title: _____

Date: _____