

STATE OF TEXAS

§

LAKEWAY MUNICIPAL UTILITY DISTRICT (LMUD)

§

CONTRACT FOR INSTALLATION

§

AND FEE SCHEDULE FOR

§

OUT OF DISTRICT WASTEWATER

COUNTY OF TRAVIS

§

PROJECT (ODWW PROJECT)

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 or the previous homeowners previously filled out this form prior to Service Address being connected to LMUD's Public Wastewater System)

_____ (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 wastewater 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 Project map at www.lakewaymud.org/update/phase-1-and-phase-2-map-for-odww-project or contact LMUD.

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: _____

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

Telephone (main): _____ (cell): _____

Email Address: _____

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 (except as stated below) if it falls within LMUD’s standard assessment of work, and agree to the following additional provisions:
 - I/We will hire, at my/our expense, a qualified electrician, licensed in the state of Texas, to install, at LMUD’s specified location, and run electrical for the control panel, provided by LMUD, before LMUD’s completion of the grinder pump system install.
- ☐ **By Property Owner:** I/We agree to install by a qualified plumber and an electrician, licensed in the state of Texas, meeting LMUD’s technical and location specifications, 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 if it falls within LMUD’s standard assessment of work, all contents of the grinder pump tank and control panel. All other materials will be sourced and purchased at my/our sole expense and meet LMUD’s technical specifications.
 - I/we agree that I/we will wait for LMUD to extend the wastewater line and/or set our tap before beginning the grinder pump system install. I/we will contact LMUD for the periodic inspections as specified by LMUD during the install process. A final inspection, scheduled by LMUD, signifies the approval to operate the grinder pump system. Additional fees may 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.

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 Owners Requesting a Regular Connection:**
 - Pay a Wastewater Tap Fee.
 - Do not have to pay the Non-Refundable One-Time Charges.
 - Are responsible for hiring, at their expense, a qualified electrician, licensed in the state of Texas, to install, at LMUD’s specified location, and run electrical for, the control panel, provided by LMUD, before LMUD’s completion of the grinder pump system install.
 - Understand any provided anticipated connection date is not guaranteed and 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.

- **Property Owners Requesting an Early Connection:**
 - Do not have to pay a Wastewater Tap Fee.
 - Pay the Non-Refundable One-Time Charges.
- **Property Owners selecting a Late Connection:**
 - Do not have to pay a Wastewater Tap Fee.
 - Pay the Non-Refundable One-Time Charges.
- **Property Owners Declining Connection:**
 - Do not have to pay the Wastewater Tap Fee or Non-Refundable One-Time Charges.
 - May change their minds and request a connection by submitting a new Contract for Installation with the selection of a Late Connection option (Early Connection and Regular Connection options are not available at a Service Address with a current or previous Owner who declined a Regular Connection).
- **All Property Owners who Request to Connect:**
 - Are responsible for the proper maintenance of the grinder pump system at the Service Address at their own expense and must follow the maintenance guidelines outlined in LMUD's Rate Order or at www.LakewayMUD.org.
 - At the Property Owner's request, LMUD will perform repair service on the installed grinder pump system. Additional fees may apply. Routine maintenance will also be performed by LMUD. See LMUD Rate Order for details.
 - Property Owners are solely responsible for paying the electric charges associated with the operation of the grinder pump system at the Service Address.
 - Agree to review the Site Assessment within three (3) business days of presentment by LMUD and abide by all terms and conditions within the signed, final version of the Assessment.
- **All Property Owners who Request to Connect with Existing Septic Tank(s):**
 - 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 requesting 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 to the LMUD Public Wastewater System, the current customer for the LMUD account associated with the Service Address will be responsible for paying all charges, which will appear on their regular utility bills from LMUD.
 - Additional fees may include (see LMUD Rate Order for details):
 - For New Customers: Service Fee, Security Deposit
 - New Construction or Remodels: Plumbing Permit, Inspection Fees
 - Hiring a Plumber and/or an Electrician, Pre-Construction Preparations, Post-Construction Repairs, Failed Inspection(s), and/or any other work that falls outside of LMUD's standard assessment of work (may not be payable to LMUD).

CONNECTION FEES

CONNECTION FEE FOR REGULAR CONNECTION REQUESTS:

If you selected Regular Connection, the following charge must be paid with this Application:

Wastewater Tap Fee	\$1,200
TOTAL FOR FY 2027	\$1,200

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

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	\$5,143
Plumbing Inspection Charge	\$225
TOTAL FOR FY 2027	\$5,468

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.

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.

If Property Owner is requesting connection, Property Owner agrees he/she is voluntarily requesting participating in this ODWW Project and releases and holds LMUD harmless from any and all claims, losses, demands, causes of action, or liability of whatsoever kind or character, resulting from LMUD's entry onto and work on Property Owner's property for the purposes stated herein, including if such claims, losses, demands, causes of action, or liabilities arise directly or indirectly from the negligence, breach of contract, or violation of a statute, ordinance or other regulation or fault of LMUD.

Property Owner hereby agrees to pay all rates, fees, and charges referred to herein and to comply with the Rate Order, 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

Signature: _____

Printed Name: _____

Date: _____

PROPERTY OWNER #2

Signature: _____

Printed Name: _____

Date: _____

LAKEWAY MUNICIPAL UTILITY DISTRICT (LMUD)

Signature: _____

Printed Name: _____

Title: _____

Date: _____