

**VILLAGE OF LOGAN
INSTALLATION AND MAINTENANCE AGREEMENT
FOR SEWER SERVICES**

This Installation and Maintenance Agreement (hereinafter called the "Agreement") is entered into this

_____ day of _____ (month) _____ (year) by and between _____

_____ the owner(s),
(hereinafter called "Owner") of the property at the address of

_____ with legal description as stated in the Application for Sewer Service Agreement - attached, (hereinafter called

"Property") whose mailing address is _____, and the Village of Logan, New Mexico (hereinafter called "Village").

**For Low Pressure Sewer Systems INSTALLATIONS AND MAINTENANCE
(typically Owners South of NM 540 Loop):**

Village will furnish and install for use on the Property a low-pressure sewer grinder pump station (pump and tank with internal electrical and plumbing equipment, including level controls – hereinafter called "GRINDER PUMP UNIT") and a pump electrical control panel (hereinafter called "PUMP PANEL"). The GRINDER PUMP UNIT and PUMP PANEL together are hereinafter called "SYSTEM COMPONENTS." Owner agrees to keep SYSTEM COMPONENTS accessible and unobstructed at all times and hereby grants the Village access onto the Property to install the GRINDER PUMP UNIT and PUMP PANEL, and perform necessary inspections, repair and replacement of SYSTEM COMPONENTS, as necessary. "Accessible and unobstructed" shall mean that, other than the structure that the PUMP PANEL is fastened to, unattached/readily movable objects, no structures, plantings, fencing or fixed objects shall be placed within five (5) feet of SYSTEM COMPONENTS.

The undersigned Owner agrees that in consideration for the installation and use of the GRINDER PUMP UNIT and the use of the PUMP PANEL, Owner shall hold harmless the Village, its officers, agents, and employees, from any damage of any type whatsoever to the Property or to persons situated thereon related to the use of the SYSTEM COMPONENTS.

Village shall: (1) have a licensed electrician install the PUMP PANEL in conformance to the National Electric Code and manufacturer's specifications. Installation shall include wiring the PUMP PANEL to the home's electrical meter/service, components and connections from the PUMP PANEL to the GRINDER PUMP UNIT necessary to meet the electrical needs of the PUMP PANEL; and (2) have a licensed plumber furnish, install, and test an ON-LOT GRAVITY PIPE between Property dwelling and GRINDER PUMP UNIT, and a 1-1/4" HDPE SDR 11 (High Density Polyethylene) ON-LOT FORCE MAIN between GRINDER PUMP UNIT and Village service connection located at approximate road right-of-way. After sewer connection is operational, the Village shall crush and fill the septic tank per New Mexico Environment Department Regulations, if funds are available. After final inspections, the ON-LOT GRAVITY PIPE identified above is the sole responsibility of the Owner to maintain, repair, and replace as necessary.

Upon notification from the Owner that the SYSTEM COMPONENTS are malfunctioning, the Village shall repair and/or replace any malfunctioning parts of the SYSTEM COMPONENTS provided, however, service, inspection, maintenance, repair/ replacement is limited to ordinary wear and tear. In the event SYSTEM COMPONENTS are damaged as a result of Owner's negligence, third-party acts or acts of God, Owner agrees to pay for the necessary repair and/or replacement, restoration and installation of SYSTEM COMPONENTS. VILLAGE IS NOT RESPONSIBLE FOR ANY INCIDENTAL DAMAGES WHICH MAY ARISE OUT OF OPERATION OR MALFUNCTION OF THE SYSTEM COMPONENTS.

With the exception of the SYSTEM COMPONENTS, when the Village installs or services any of the low-pressure sewer services on this property, the Village will attempt to minimize the disturbance and restore existing landscaping as possible but are ultimately not responsible for repairing or replacing landscaping, surface material or other surface, fencing, or buried and/or other site improvements that may be damaged during the installation or maintenance of the service. Therefore, restoration of the Property necessary as a

result of any on-lot installation or maintenance work is the sole responsibility and expense of the Owner. Following installation, inspection and approval by Village, Owner shall not make any changes or modifications to the SYSTEM COMPONENTS without the Village's approval. All expenses associated with Owner requested or directed modifications to the SYTSEM COMPONENTS will be paid exclusively by Owner. All expenses associated with restoring SYSTEM COMPONENTS to their original condition as a result of unauthorized Owner modifications shall be paid exclusively by the Owner. After final inspections, the on-lot portion of the gravity sewer service line is the sole responsibility of the Owner to maintain, repair, and replace as necessary.

Such expenses may include: material and labor costs; legal, engineering and administration costs; capacity fees, assessments, rate surcharges and monthly rate surcharges for illegal connections to the Village utility system.

For repairs and replacement of the SYSTEM COMPONENTS contact Village of Logan personnel at (575) 487-2239, Monday through Friday, 8:00am to 5:00pm. In the event of an emergency, the 24-hour number is (575) 487-5402.

For Gravity Sewer Systems INSTALLATIONS ONLY (typically Owners North of NM 540 Loop):

The undersigned Owner agrees that in consideration for the installation and use of the gravity sewer service, Owner shall hold harmless the Village, its officers, agents, and employees, from any damage of any type whatsoever to the Property or to persons situated thereon related to the use of the gravity sewer service.

Village installation shall include having a licensed plumber furnish, install, and test a 4" PVC (Polyvinyl Chloride) Schedule 40 ON-LOT GRAVITY PIPE between Property dwelling and Village service connection located at approximate road right-of-way. After sewer connection is operational, the Village shall crush and fill the septic tank per New Mexico Environment Department Regulations, if funds are available. After final inspections, the ON-LOT GRAVITY PIPE identified above is the sole responsibility of the Owner to maintain, repair, and replace as necessary.

When the Village installs gravity sewer services on this property, the Village will attempt to minimize the disturbance and restore existing landscaping as possible but are ultimately not responsible for repairing or replacing landscaping, surface material or other surface, fencing, or buried and/or other site improvements that may be damaged during the installation or maintenance of the service. Therefore, restoration of the Property necessary as a result of any on-lot installation work is the sole responsibility and expense of the Owner.

Such expenses may include: material and labor costs; legal, engineering and administration costs; capacity fees, assessments, rate surcharges and monthly rate surcharges for illegal connections to the Village utility system.

The Village may record this Agreement in the public records; however, this Agreement does not create a lien or mortgage on the Property.

This Agreement is binding on Owner, his (their) heirs, successors, grantees and assigns.

The undersigned Owner accepts all conditions set forth in the Village of Logan's Sewer Ordinance.

OWNER(S):

BY: _____

Print Name: _____

STATE OF NEW MEXICO
VILLAGE OF LOGAN

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who are personally known to me or have produced _____ as identification.

[NOTARY SEAL]

Notary Public, State of New Mexico

VILLAGE OF LOGAN, Village authorized personnel:

BY: _____

Printed Name: _____

STATE OF NEW MEXICO
VILLAGE OF LOGAN

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who are personally known to me or have produced _____ as identification.

[NOTARY SEAL]

Notary Public, State of New Mexico