

## RED RIVER AUTHORITY OF TEXAS



## RESIDENTIAL SERVICE CONTRACT UTILITY DIVISION

This Agreement made this the day of	, 20	, between the Red River Authority, an
agency of the State of Texas, hereinafter called AUTHORITY and		
hereinafter called CONSUMER for service located at		

## WITNESSETH

- I. The **AUTHORITY** agrees to sell and deliver water from the Water Supply System, and the **CONSUMER** agrees to purchase and receive such water, to be used for domestic purposes, in accordance with the rules, regulations, rates, and prices fixed and adopted by the Board of Directors of the **AUTHORITY**.
- II. All water delivered to the **CONSUMER** shall be metered by a meter furnished, installed, and maintained by the **AUTHORITY**. The meter and/or the connection are for the sole domestic use of the **CONSUMER** and are to serve water to **ONLY** one dwelling. The **CONSUMER** agrees to **NOT** permit the extension of a pipe or pipes to transfer water from one dwelling or property to another, **AND** to **NOT** share, resell, or sub-meter water to any other persons, dwelling, business, or property, without prior written approval of the **AUTHORITY**. The **CONSUMER** is responsible for all consumption registered through the meter.
- III. The **AUTHORITY** shall have the right to locate a water service meter or sewer line on or near the property of the **CONSUMER** at a point to be chosen by the **AUTHORITY**, and shall have access to the property and all associated equipment located upon said property at all reasonable times, for any purpose connected with or in the furtherance of its business operations, and, at termination of service, shall have the right to remove any or all of its equipment from the **CONSUMER's** property. Any and all livestock tubs, buildings, or structures shall be located a minimum of 20 feet away from the **AUTHORITY's** service meter or line.
- IV. The **CONSUMER** shall be responsible to:
  - A. Verify ownership of the property, or verify authorization to reside on the property. The **CONSUMER** holds the **AUTHORITY** harmless from, and shall defend the **AUTHORITY** against, any claims for unauthorized use of property.
  - B. Install and maintain, at own cost, a service line from the **AUTHORITY**'s meter to the point of intended use.
  - C. Install and maintain an approved cut off valve, or an approved back flow preventive device as required by the State of Texas, within one foot of the **AUTHORITY's** meter. Should an approved back flow preventive device be required, the **CONSUMER** must provide annually an inspection report to the **AUTHORITY**.
  - D. Promptly pay for all metered water or sewer service, whether water or service is used or not.
  - E. Promptly notify the **AUTHORITY** of any change in ownership status of the **CONSUMER's** account (e.g. change in property ownership, change of renter status or lease).
  - F. Promptly repair service lines or private plumbing to prevent water loss.
- V. The **CONSUMER** shall agree:
  - A. To observe and comply with all the **AUTHORITY's** rules and regulations now in effect, or hereafter adopted.

- B. To promptly pay the **AUTHORITY** each month, at its main office in Wichita Falls, Texas, for all water received under this Contract, including the monthly **MINIMUM**, whether water is used or not, and all sewer service if provided. A 10% late charge will be assessed on any monthly statement not paid by 5:00 PM on the 16th day after issuance, subject to rule.
- C. That the **AUTHORITY** will not accept partial payment of the monthly statement rendered.
- D. That the **AUTHORITY** will not accept payment from anyone other than the **CONSUMER** without prior approval of the **AUTHORITY**.
- E. That the AUTHORITY may disconnect and cut off the water or sewer service, without notice, upon breach of this Contract, including the failure of the CONSUMER to pay, in full, the monthly statement rendered; the CONSUMER has the obligation to pay the monthly statement rendered, whether or not received by the CONSUMER.
- F. That in the event a shortage of water develops for any reason, the **AUTHORITY** may institute a Mandatory Curtailment Order and implement water rationing schedules among all consumers on the affected Water Supply System and prohibit the use of water for all other purposes, except that of life sustaining, until such time as the water shortage has passed and normal service is restored. Any or all violators of a rationing request shall be subject to an immediate service disconnect, and to fees associated with the reinstatement of service.
- VI. The **CONSUMER** shall hold the **AUTHORITY** harmless from any and all claims or demands for damage to real or personal property occurring from the point the **CONSUMER** connects to the **AUTHORITY's** meter to the final destination or intended use. The **CONSUMER** further agrees to provide the **AUTHORITY** an easement or right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves and/or any other equipment the **AUTHORITY** may deem necessary, so executed on a separate form furnished by the **AUTHORITY**.
- VII. The **CONSUMER** shall agree to allow the **AUTHORITY's** representatives to enter the property to be served, for the purpose of performing a Customer Service Inspection of the **CONSUMER's** facilities for compliance with all applicable rules and regulations and plumbing codes, prior to making the initial connection, and periodically thereafter whenever the **AUTHORITY** would have reason to believe a violation may exist. The **CONSUMER** shall uncover and otherwise make available for inspection, at his or her own expense, all lines and other facilities requested by the **AUTHORITY's** representatives. Failure of the **CONSUMER** to comply with such a request or to correct any violation found as a result of an inspection shall be grounds for immediate severance of the connection. A severance shall remain in effect until any and all discrepancies have been corrected, and all fees associated with reinstatement of service, including all incurred expenses and charges for damaged metering equipment are paid to the **AUTHORITY**.

Unacceptable plumbing practices requiring immediate service include:

- A. Direct connections between the water system and any potential sources of contamination.
- B. Cross-connections between the water system and a private water system.
- C. Connections allowing water to be returned to the water system.
- D. Use of pipes or fittings containing more than 8% lead installed on or after July 1, 1988 and prior to January 4, 2014.
- E. No plumbing installed after January 4, 2014 that bears the expected labeling indicating ≤0.25% lead content.
- F. The use of solder or flux containing more than 0.2% lead installed on or after July 1, 1988.

- VIII. The **AUTHORITY** shall provide the **CONSUMER** under this Contract, a **maximum** discharge rate at the meter of twenty (20 GPM) gallons per minute, not to exceed 3,000 gallons in any one 24-hour period. Should the demand become greater than 3,000 gallons in any one 24-hour period, the **CONSUMER** may make application for a commercial connection. The minimum discharge rate at the meter shall be in compliance with State of Texas regulations. Should the water system fail to provide at least the minimum discharge rate and pressure due to excessive **CONSUMER** usage, this Contract may be terminated, and a Disconnect Order issued within 24 hours after notification of the **CONSUMER**.
- IX. If sewerage facilities are available, service may be provided under the following conditions:
  - A. **Gravity Sewer Tap**: where applicable, the **AUTHORITY** will provide service and maintenance from the main lines to the customer's property line.
  - B. **Pressure Sewer Tap**: where applicable, the **AUTHORITY** will provide service from the main to the sump tank to be located adjacent to the customer's septic tank to include maintenance of the pump. The customer is responsible for furnishing and maintaining electrical service for the pump and keeping the solids in the septic tank from entering the sump tank.
- X. The rates, fees, and miscellaneous charges in effect as of the date of this Contract are provided and attached for the **CONSUMER's** information and are subject to change following 30-day written notice. All rates are based on a 5/8" meter connection. **This contract is non-transferable**. The **CONSUMER** may disconnect their meter for up to six (6) months without having to execute a new contract, but will be required to pay the reconnect fee then in effect to re-establish service.
- XI. Some cities have contracted with the **AUTHORITY** to collect Solid Waste Collection Fees on their behalf. The fee is determined by the respective city and subject to change. If your water system is within the service area of one of these cities, the Solid Waste Collection Fee will be listed on page 4 of this Contract. Failure to pay the fee will result in disconnection of water service.
- XII. The terms of this Contract shall be in effect as long as service is provided to the **CONSUMER**, but may be terminated by providing ten (10) days written notice of either party, with the exception of conditions in prior Sections of this contract.
- XIII. Payment options include:
  - a. By mail to: Red River Authority of Texas, P.O. Box 240, Wichita Falls, Texas 76307
  - b. Online at <a href="https://www.rra.texas.gov">https://www.rra.texas.gov</a>
  - c. By phone at 833-243-3380
  - d. By draft (attached to contract)

Minimum Base:	\$	103.00	per month, with	2,000	oro1	llong includ-
Demand Block 1:	\$	7.00	per 1,000 gallons for	2,000 gallons inclu 2,001 to 10,000 gallons		
Demand Block 2:	\$	9.00	per 1,000 gallons for	10,001 to 20,000		
Demand Block 3:	\$	11.00	per 1,000 gallons for			llons
Demand Block 4:	\$	13.00	per 1,000 gallons for	20,001 to 30,000		
Demand Block 5:	\$	15.00	per 1,000 gallons for	30,001 to 50,000	-	
Sewer Rate:	\$	59.75	per month (if applicable) **		50,001 to Infinity gallons	
Solid Waste:	\$	37.13	per month (if applicable) **	** (Payable if water is used or not)		
		N	EW ACCOUNT WITH NEW	TAP		
Short Tap (within 1			e)		\$	1,750.00
Long Tap (extensio					j	1,750.00 +
Domestic Gravity S						525.00
Domestic Pressure	Sewer 7					2,500.00
		NEV	V ACCOUNT WITH EXISTIN	NG TAP		
Connect					\$	335.00
Reconnect						75.00
Account Setup Fee						25.00
Bad Debt (old accord	ınt nun					
D 01		MUSC	ELLANEOUS FEES AND CH	IARGES		
Return Check Charg					\$	25.00
Water or Sewer Ser						40.00
Meter Accuracy Tes		than normal t	est)			35.00
Customer Service V						52.00
Customer Service In	spectio	n Fee				40.00
TOTAL AMOUNT	RECI	EIVED			\$	
Date of RRA installation	comple	red				
Accou	unt #		Meter Serial #	Beginning	Readi	ng
District/S	System		Meter EID #	Decimal Latitud	de/Lor	ngitude
District Manag	D 1	D:		Property Owner or Rente		