



**River Acres Water Supply Corporation**  
15602 Northwest Boulevard, Ste. H, Robstown, TX 78380  
Office: (361) 387-2614 Field: (361) 779-9204 Fax: (361) 767-7444

## **Welcome to River Acres Water Supply Corporation (RAWS CORP)**

As a customer of RAWS Corp, you will be required to provide us with the following:

- Completed/signed Application and Confidentiality Notice
- Membership Fee (Refundable after transfer of the Membership and after all indebtedness has been paid to the Corporation)
- Proof of Ownership, if applicable (Ex. Copy of Warranty Deed, Settlement Statement)
- Customer Service Inspection (If you are receiving water service at this property for the first time.)

The information above and any applicable fees must be received in the RAWS office within ten (10) days of closing to avoid disruption of service and further fees assessed.

RAWS is a nonprofit corporation that requires membership for operation. Membership gives you the right to attend monthly meetings where you can learn about the operations of the water utility and to vote at the annual meeting held every fourth Tuesday in April. Monthly meetings of the Board of Directors are held at the RAWS business office at 15602 Northwest Blvd., Ste. H, on the last Tuesday of each month beginning at 6:00 P.M.

### **Important dates and payment information to remember:**

Meters are read on or about the 15<sup>th</sup> of each month

Water bills are mailed the last week of each month

Payments are due the 15<sup>th</sup> of the following month

A \$25 Late Fee is assessed after this and a Late Notice is sent

**Late payments are due by 8AM on the 16<sup>th</sup> day of each month**

If your water service is disconnected, a \$100 Disconnect Fee and \$25 Reconnect Fee will be assessed to your account

There is a \$30 charge for all checks returned by the bank. Repeated instances of returned checks may result in a permanent requirement of money order, certified check, or cash for payment on account.

Rates are as follows:

Minimum monthly water bill - \$40.00, includes 2000 gallons water

Remaining usage billed at \$7.50 per thousand gallons

Customer requests for rereads will be billed at \$10 per request unless a recording error has been made.

Payments may be made in one of the following ways:

- Mail to 15602 Northwest Blvd., Ste. H, Robstown, TX 78380
- Drop in the payment slot of the front door of the business office at anytime
- Deliver in person to the business office during office hours: Mon.-Fri., 8AM-12PM, and Mon.-Thurs., 1PM-3PM
- Set up service with your bank for online banking services to make the payment for you
- Automatic bank draft (Authorization form and voided check required on file)

We accept cash, checks, money orders, certified checks, automatic bank drafts, debit/credit cards, and checks by phone.

**Important Contact Information:**

Office Manager – (361) 387-2614

Field Manager and After-Hours Emergencies – (361) 779-9204

Thank you and we look forward to serving you!

*RAWS – Responsible About Water Service*



**River Acres Water Supply Corporation  
SERVICE APPLICATION AND AGREEMENT  
PROPERTY OWNER**

For internal use:
Paid: _____
Date activated: _____
Acct. : _____
Meter #: _____
Cert. #: _____

Service to Start on: \_\_\_\_\_

**Please read and complete the following application:**

- Applicant will pay a monthly minimum water service fee.
- Applicant will pay a refundable \$200 Membership Fee in advance of service.
- If service is disconnected for nonpayment, a trip fee of \$75.00 and a reconnect fee of \$75.00 plus all past-due balances will be paid in advance of restoration of service.
- There will be a \$30.00 processing fee charged on all returned checks.

**Please print the following information:**

**APPLICANT'S NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**STATE/ZIP:** \_\_\_\_\_

**SERVICE ADDRESS (if different):** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**LOCAL PHONE:** \_\_\_\_\_ **WORK PHONE:** \_\_\_\_\_

**DRIVER'S LICENSE #/STATE:** \_\_\_\_\_

(Please provide.)

**PREVIOUS OWNER'S NAME (if known):** \_\_\_\_\_

NUMBER IN FAMILY: _____	NO. OF WELLS: _____
POOL/POND? _____(YES) _____(NO)	NO. OF LIVESTOCK: _____
SPRINKLER SYSTEM? _____(YES) _____(NO)	
SPECIAL NEEDS? (Please describe.) _____	
_____	

**River Acres Water Supply Corporation**  
**CONDITIONS OF SERVICE**

**CUSTOMER LIABILITY:** Customer shall be liable for any damage or injury to utility-owned property or personnel shown to be caused by the customer, his invitees, his agents, his employees, or others under his control.

**LIMITATION ON UTILITY PRODUCTION/SERVICE LIABILITY:** Public water utilities are required to deliver water to the customer's side of the meter or service connection which meets the potability and pressure standards of the Texas Commission on Environmental Quality ("TCEQ"). The Utility will not accept liability for any injury or damage to individuals or their property occurring on the customer's side of the meter when the water delivered meets these state standards. The utility makes no representations or warranties (expressed or implied) that customer's appliances will not be damaged by disruptions of or fluctuations in water service whatever the cause. The utility will not accept liability for injuries or damages to persons or property due to disruption of water service caused by: (1) acts of God, (2) acts of third parties not subject to the control of the utility if the utility has undertaken such preventive measures as are required by TCEQ rules, (3) electrical power failures in water systems not required by TCEQ rule to have auxiliary power supplies, or (4) termination of water service pursuant to the utility's tariff and the TCEQ's rules. The utility is not required by law and does not provide fire prevention or fire fighting services. The utility therefore does not accept liability for fire-related injuries or damages to persons or property caused or aggravated by the availability (or lack thereof) of water or water pressure (or lack thereof) during fire emergencies.

**EXTENSION AND FACILITIES:** If the services of a registered professional engineer are required as a result of an application for service received by the Utility, such engineer will be selected by the Utility and the Applicant, and Applicant shall bear all expenses incurred therein.

If an Applicant requires service other than the standard service provided by the Utility, such Applicant will be required to pay all expenses incurred by the Utility in excess of the expenses that would be incurred in providing the standard service and connection. Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ's minimum design criteria for Public Drinking Water Systems. The Utility shall bear all expense related to main over-sizing or additional production, storage, or treatment facilities for individual residential customers.

The piping and other equipment on the premises furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the applicable regulatory authorities and with the service rules and regulations of the Utility. The Customer will bring out his service line to his property line at a point mutually acceptable to the Utility and the Customer. No water service smaller than 5/8" will be connected.

Except in cases where the customer has a contract with the Utility for reserve or auxiliary service, no other water service will be used by the Customer on the same installation in conjunction with the Utility's service, either by means of a cross-over valve or any other connection. Customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises. Two places shall not be permitted to be supplied with one service pipe where there is a water main abutting the premises; each shall have separate service lines and meter. For the purposes of this paragraph, each residence shall be construed to be one entity or consuming facility.

It is agreed and understood that any and all meters, water lines and other equipment furnished by the Utility (excepting the Customer's individual service lines from the point of connection to Customer's structures on Customer's premises) is and shall remain the sole property of the Utility, and nothing contained herein shall be construed to reflect a sale or transfer of any such meters, lines or equipment to any customer. All tap charges shall be for the privilege of connecting to said water lines and for installation, not purchase, of said meters and lines.

**ASSIGNMENT:** No application, agreement or contract for service may be assigned or transferred without the written consent of the Utility.

**RIGHT OF ACCESS (EASEMENT):** The Utility will have the right of access to the Customer's premises at all times reasonable for the purpose of installing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. This right of access (easement) shall not include the right to construct and maintain production, storage or treatment facilities unless these facilities are required to provide continuous and adequate service to the individual property in question.

**PLUMBING RESTRICTIONS:** The following undesirable 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 drinking water system by an air-gap only.
- 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 only.
- C. No connection which allows water to return to the public drinking 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 which provides water for human use.
- E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- F. All customers' plumbing connected, directly or indirectly, to the public drinking water supply must conform to the most stringent of: (1) the Southern Standard Plumbing Code, (2) the Uniform Plumbing Code, or (3) the National Standard Plumbing Code.

**PLUMBING INSPECTION:** Applicants for service at new consuming facilities or customers whose facilities which have undergone extensive plumbing modifications are required to deliver to the Utility a certificate that their facilities have been inspected by a state-licensed inspector and that they are in compliance with all applicable plumbing codes and are free of potential hazards to public health and safety. Service may be denied or terminated until the certificate is received or any identified violations or hazards remedied. Temporary service may be granted for construction purposes only, but such water may not be used for human consumption. When potential sources of contamination are identified which, in the opinion of the inspector or the Utility, require the installation of a state-approved backflow prevention device, such backflow prevention device shall be installed on the customer's service line or other necessary plumbing facilities by an appropriately licensed plumber/backflow prevention device specialist at the customer's expense. The backflow prevention device shall be maintained by the customer at his expense and inspected annually by a licensed inspector. Copies of the annual inspection report must be provided to the Utility. Failure to comply with this requirement may constitute grounds for termination of water service with notice.

**APPEAL TO THE BOARD OF DIRECTORS OR TCEQ:** Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of the Utility's tariff shall be entitled to a written explanation of such costs prior to payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall have the right to appeal such costs to the Utility's Board of Directors. If the matter being appealed concerns extension costs over and above the Utility's normal membership fee and tap fee, the applicant may appeal the Board of Director's decision to the TCEQ. Unless the TCEQ enters interlocutory orders to the contrary, service to an applicant may be delayed until such appeal is resolved.

**CUSTOMER BOUND BY CORPORATION BY-LAWS:** Notwithstanding any provision herein to the contrary, all customers shall be subject to all requirements of the Utility's corporate bylaws as the same may be amended from time to time.

Please answer the following with a Y (yes), N (no), or NA (not applicable):

- 1) Do you own the property where your water service will be located? \_\_\_\_\_
- 2) Have you provided proof of ownership? (Example: Copy of Warranty Deed or the first page of the Settlement Statement) \_\_\_\_\_
- 3) Do you fully understand that only one dwelling, store, rent house, or establishment may be served from one meter as per state law? \_\_\_\_\_
- 4) Do you fully understand that a monthly minimum water service fee will apply monthly on each meter, regardless of water usage? \_\_\_\_\_
- 5) Do you reside on the property where your meter is to be located? \_\_\_\_\_
- 6) Do you agree and understand that as the property owner, you are required to maintain a membership in order to maintain water service to the property, regardless of whether or not a renter resides at the residence? \_\_\_\_\_
- 7) Do you agree and understand that each renter is required to complete a Rental Agreement Application and submit a \$200 refundable deposit before service is to be provided to such? \_\_\_\_\_

**CUSTOMER AGREEMENT: BY SIGNING THIS APPLICATION FOR PUBLIC UTILITY SERVICE, I AGREE TO COMPLY WITH THE UTILITY'S TARIFF AND BYLAWS AND ALL RULES AND REGULATIONS OF THE TCEQ AND OTHER APPLICABLE REGULATORY AGENCIES. I GRANT ALL NECESSARY EASEMENTS AND RIGHTS OF ENTRY AND INSPECTION. I GUARANTEE PROMPT PAYMENT OF ALL UTILITY BILLS FOR THE SERVICE ADDRESS PRINTED ABOVE. I AGREE TO REMAIN RESPONSIBLE FOR UTILITY BILLS FOR THIS SERVICE ADDRESS FROM THE DATE SERVICE IS STARTED UNTIL THE DATE SERVICE IS TERMINATED. I UNDERSTAND THAT SERVICE WILL NOT BE TERMINATED VOLUNTARILY UNTIL I REQUEST IT IN WRITING.**

**I AGREE TO TAKE NO ACTIONS TO CREATE A HEALTH HAZARD OR OTHERWISE ENDANGER THE UTILITY'S PLANT, ITS PERSONNEL, OR ITS CUSTOMERS. I AGREE TO PUT NO UNUSUAL, NON-DOMESTIC SERVICE DEMANDS ON THE UTILITY SYSTEM WITHOUT NOTICE TO AND PERMISSION FROM THE UTILITY.**

**I HAVE BEEN MADE AWARE OF THE COPY OF THE UTILITY'S TARIFF (AVAILABLE IN THE RAW'S OFFICE) AND I AGREE TO PAY THE RATES IN THE TARIFF AND ABIDE BY THE REQUIREMENTS IN THIS APPLICATION. I ACKNOWLEDGE THAT THE RATES AND/OR TERMS OF SERVICE IN THE TARIFF MAY BE CHANGED IN THE FUTURE AND THAT I WILL BE SUBJECT TO SUCH CHANGES.**

**APPLICANT SIGNATURE:** \_\_\_\_\_

**UTILITY REPRESENTATIVE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

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White, Not of Hispanic Origin    
  Black, Not of Hispanic Origin    
  American Indian of Alaskan Native    
  Hispanic    
  Asian or Pacific Islander    
  Other (Specify)    
  Male    
  Female

**RIGHT-OF-WAY EASEMENT (Location of Easement Required)**

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_ (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by RIVER ACRES WATER SUPPLY CORPORATION, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution and/or sewer collection lines and appurtenances, over and across \_\_\_\_\_ acres of land, more particularly described in instrument recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records, \_\_\_\_\_ County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, the center line thereof to be located across said land as follows:

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure the Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, relocation (as above limited), substitution or removal thereof; and (3) the right to abandon-in-place any and all water supply and/or sewer distribution lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor, or their successor or assigns, to move or remove any such abandoned lines or appurtenances.

In the event the county or state hereafter widens or relocates any public road so as to require the relocation of this water and/or sewer line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water and/or sewer lines as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**  
(Individual)

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas