REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT

FLUME WATER MONITORING PARTICIPATION AGREEMENT

This Water Monitoring Program Participation Agreement (the "Agreement") is entered into effective on ______, 2022 ("Effective Date"), by and between the Reunion Ranch Water Control and Improvement District ("DISTRICT"), a municipal utility district of the State of Texas, and Flume, Inc., a vendor of a smart water system utilizing a smartphone application for real-time water monitoring ("Flume") each individually a "Party" and collectively, the "Parties").

WHEREAS, Flume has developed the FlumeTM Smart Water System that allows the consumers of water to monitor water use in real time and to detect leaks; and

WHEREAS, DISTRICT has developed a Water Monitoring Program (the "Program"), whereby its eligible customers receive a coupon or rebate that can be redeemed at Flume for certain selected products or services, thereby monitoring and reducing overall water use; and

WHEREAS, DISTRICT customers will authorize the DISTRICT to receive data to assess overall customer use of water.

NOW THEREFORE, for good and valuable consideration, including but not limited to the mutual covenants contained herein, the Parties agree as follows:

1. TERM

Subject to the early termination provisions provided for herein, the term of this Agreement shall commence on the Effective Date hereof and continue until terminated by either Party.

2. PROGRAM TERMS

DISTRICT will offer to its qualified customers a coupon or a rebate for the purchase of qualified Flume products. DISTRICT and Flume hereby agree that the product described in **Exhibit A** attached hereto, shall be offered as part of the product program set forth in **Exhibit B** attached hereto.

3. DESIGNATED REPRESENTATIVES

Flume's initial representative for this Agreement is Joe Fazio – GM, Flume Data Labs. Flume will be expected to have a contact person available during regular business hours to facilitate communication between DISTRICT and Flume. Regular business hours are Monday through Friday from 8:00 am to 5:00 pm Pacific Time. Flume support can be reached via E-Mail at support@flumewater.com or via chat from within the Flume app or at flumewater.com.

DISTRICT's initial representative for this Agreement is

4. RELEASE OF DISTRICT

Flume hereby expressly releases DISTRICT from any and all liability to Flume resulting from any damages, including punitive, special, indirect, or consequential damages, arising from Flume's performance of its obligations under this Agreement, including but not limited to: (a) claims for damages because of bodily injury, sickness, or disease of Flume's employees and agents or by those of any supplier or by anyone indirectly employed by any of them; (b) claims for damages to or destruction of tangible property of others, including loss of use thereof; (c) claims for damages regarding defects or repairs of any Flume product;

and (d) actions of any DISTRICT customer, including without limitation, failure to pay or damage to any Flume products.

5. INDEMNIFICATION AND INSURANCE

FLUME AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS FROM ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY. PENALTIES **AND** COSTS OR **DAMAGES** INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT ATTORNEYS FEES, EXPERT WITNESS FEES, AND DAMAGES FOR INJURY, DEATH OR PROPERTY DAMAGE SUSTAINED BY ANY ENTITY, PERSON OR PERSONS ARISING DIRECTLY OUT OF THE PERFORMANCE UNDER THIS AGREEMENT BY FLUME, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES OR FLUME'S BREACH OF THIS CONTRACT. PRIOR TO EXECUTION OF THIS AGREEMENT, **FLUME** SHALL **PROVIDE** INSURANCE COVERAGE DOCUMENTATION IN AMOUNT AND SCOPE SATISFACTORY DISTRICT IN WRITING AS DETERMINED BY DISTRICT IN ITS SOLE DISCRETION. FLUME SHALL ADD DISTRICT AS AN ADDITIONAL INSURED UNDER SUCH INSURANCE POLICIES, AND FLUME SHALL PROVIDE DISTRICT WITH CERTIFICATES OF INSURANCE AND INSURANCE ENDORSEMENTS IN A FORM ACCEPTABLE TO DISTRICT.

6. NOTICES

Notices to the Parties under this Agreement shall be given in writing (except a Party may provide notice solely by telephone in the case of an emergency) via certified mail, or email to the following addresses, and notices shall be effective pursuant to Section 17:

Reunion Ranch Wa	ater Control and Improvement District	
Name:		
Title:		
Address:		
Email:		
Phone:		

Flume

Joe Fazio
GM, Flume Data Labs
75 Higuera Street, Suite 120
San Luis Obispo, CA 93401
Email: joe@flumewater.com

Phone: (805) 705-2590

7. NOTICE OF TERMINATION

This Agreement may be terminated at any time by either Party, provided that written notice of termination is given at least thirty (30) days in advance of the intended date of termination. Flume must submit all outstanding invoices for Water Monitoring Coupons or rebates within sixty (60) days following the effective date of termination.

8. RIGHT TO AUDIT

DISTRICT has the right to audit, at DISTRICT's expense, Flume records and all supporting documentation upon reasonable advance notice and during regular business hours for the purposes of compliance with this Agreement for three (3) years following the expiration or earlier termination of this Agreement.

9. ASSIGNMENT

Flume shall not assign or transfer this Agreement, in whole or in part, without the prior written consent of DISTRICT, which may be withheld or conditioned in DISTRICT's sole discretion.

10. NO JOINT VENTURE, AGENCY

In no event will Flume hold itself out as, act as or be an agent of DISTRICT. This Agreement is not intended to and shall not result in a partnership or joint venture between the Parties. DISTRICT and Flume are entering into this Agreement solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto and their permitted assigns. Flume represents and warrants that Flume customarily engages in the independently established trade and business of the same nature as the work to be performed under this Agreement.

11. COMPLIANCE WITH LAWS

Flume will fully comply with all appropriate local, state and federal laws, regulations and ordinances governing the acquisition of materials and performance of contractual Services required hereunder, in accordance with the highest standards of professional care expected by a vendor with expertise in the subject matter of this Agreement.

12. DISPUTE RESOLUTION

In the event a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement or any matter pertaining to transactions contemplated by this Agreement, the aggrieved Party shall notify the other Party in writing of the nature of the dispute within 30 (30) days after such dispute arises. If the matter cannot be resolved informally within thirty (30) days, the dispute shall be referred to a meeting between a designated officer of each Party not otherwise involved in the administration of this Agreement. This meeting shall occur within thirty (30) days of the referral. If the Parties are unable to resolve the dispute within fifteen (15) days after the meeting has occurred or if the meeting does not occur, then, without waiving any defenses or immunities that may be available to a Party, each Party shall have the right to pursue any and all remedies available at law or in equity.

13. GOVERNING LAW

This Agreement shall be governed by, construed and enforced under the laws of the United States and the State of California as applicable without giving effect to the principles of conflicts of law thereof, and shall, to the maximum extent practicable, be deemed to call for performance in San Luis Obispo County, California. LADWP and Flume expressly consent to the court of competent jurisdiction in the state and federal courts of California, San Luis Obispo County.

14. FURTHER ACTIONS

The Parties hereto agree to execute, acknowledge and deliver such further documents as may be necessary or proper to carry out the purpose and intent of this Agreement.

15. ENTIRE CONTRACT

This Agreement, including the schedules, exhibits and addenda referred to in this Agreement, which are incorporated in and constitute a part of this Agreement, contains the entire Agreement of the Parties hereto and supersedes all prior oral or written agreements, negotiations, representations and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the Parties.

16. WAIVER

Any waiver at any time by either Party with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

17. NOTICES/APPROVALS

All notices and approvals by either Party that are required under this Agreement, including invoices, must be in writing unless other means are specifically permitted, and must be signed by the person authorized to give such approvals and make such contracts for that Party. The persons authorized to give such notices and approvals and to make such contracts for the Parties shall, until changed as hereinafter provided, be as set forth in section 7 above. Each Party shall have the right at any time to change the person authorized to give such approvals and make such contracts by giving at least fifteen (15) days written notice to the other Party. When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by e-mail transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the e-mail transmission.

18. FORCE MAJEURE

This Agreement shall be subject to all applicable federal, state and county and municipal laws, executive orders, ordinances, rules, regulations and acts, and this Agreement shall not be terminated, in whole or in part, nor shall the Parties hereto be held liable in damages, for failure to comply therewith, if compliance is prevented due to force majeure. The term "force majeure" as used herein shall mean: any act of God, including but not limited to, storms, floods, washouts, earthquakes, landslides, fires and lightning; acts of the public enemy; wars, blockage, insurrections, riots or other public disorders; lockouts, strikes or other labor disturbances, epidemics or quarantine regulations, freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, fuel, service or material not the fault of the Parties: breakdown or failure of Parties' equipment; interference by a governmental entity; or any other event or condition beyond the reasonable control of the Parties. Flume will provide notice to DISTRICT immediately upon becoming aware of any condition that adversely affects the ability of Flume to perform its obligations under this Agreement.

19. SEVERABILITY

Should any part, paragraph, sentence, phrase, clause, or word of this Agreement for any reason be held illegal, inoperative, or invalid or if any exception to or limitation upon any general provision herein contained be held to be invalid or ineffective, the remainder shall nevertheless stand effective and valid as if this Agreement had been executed without the portion held to be invalid or ineffective.

20. Purposefully Left Blank.

21. HEADINGS

The headings appearing in this Agreement are inserted merely to facilitate reference and are not to be considered a part of this Agreement and in no way shall they affect the interpretation of any of the provisions of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent to this Agreement. The individuals executing this Agreement each represent and warrant to the other Party that he/she has full authority to execute this Agreement on behalf of his/her respective Party.

23. EXHIBITS

The following exhibits are hereby incorporated in this Agreement and any changes made thereto shall be in a new updated Exhibit signed by authorized representatives of the Parties with a reference stating that the exhibit is subject to the terms and conditions of this Agreement:

Exhibit A – Flume Product

FLUME, INC.

Exhibit B – The District Program

IN WITNESS WHEREOF the Parties hereto have respectively caused this Agreement to be duly executed by the undersigned duly authorized representatives.

IMPROVEMENT DISTRICT	,
Ву	By
(Signature)	(Signature)
	Joe Fazio
(Print/Type Name)	(Print/Type Name)
Title:	Title: GM, Flume Data Labs

EXHIBIT A: FLUME PRODUCT

REUNION RANCH WATER CONTROL AND

Description of FlumeTM Products and FlumeTM Services for Water Monitoring:

The FlumeTM Smart Water System enables homeowners to detect leaks and monitor water usage in real time across their entire property, both indoors and out. With Flume, homeowners gain unprecedented understanding of their water use, helping them conserve water, save money and protect their home from costly leaks.

The Flume Smart Water System includes:

- The Flume Water Sensor simply straps onto an existing meter and measures flow rate to a tested accuracy of 99.9%.
- The Flume WiFi Bridge plugs into a power outlet and connects to a home WiFi network. It receives the signal from the Flume Water Sensor and sends this data securely into the cloud.
- The **Flume App** runs on an iOS or Android smartphone and accesses real-time water usage data from the cloud. It shows usage in real time right down to the minute, notifies users of existing leaks, and sends alerts when abnormal usage is detected.

How It Works

When water flows through a water meter, a magnetic disc spins inside of the meter. The rate at which this disc spins correlates directly to a water flow rate. The Flume Water Sensor measures this magnetic field from the meter and sends this information using Radio Frequency (RF) to the Flume Bridge.

The Flume Application

Water usage information is securely processed by the Flume Platform which delivers entire-property insights about customer's water usage via the Flume App. Machine learning is employed to detect abnormal water usage and leaks, even when users are away from their homes.

Flume application features:

- Basic Historical Usage Data (Month, Year)
- Monthly Budgets
- Last 24 hour usage viewing
- Flume Smart Leak Alerts
- Current Water Status (Whether water is running or not)
- Emergency Contacts (Set up leak notifications to go to friends/family when you are gone)
- Comparison Metrics for similar homes/properties
- Dedicated Support (Real time chat with help and leak assistance)
- Daily & Weekly Budgets
- Custom Leak Alerts (Set up any leak rules to match your specific home)
- Detailed Historical Usage Data (Hour, Minute)
- Real Time GPM
- Shared Access (Share access with friends, family, gardeners, plumbers)
- 15% off of Angi Plumbing Services
- Indoor v Outdoor Usage
- Integrations: Personal API Access, Orbit Integration, Alexa, Google

The Utility Platform

Flume will provide DISTRICT access to a utility dashboard that provides customer-specific water use information for customers who have purchased a device through the utility program. This dashboard displays customer specific information on all water users, including address, leaks, top water users, and more.

Support

The Flume Customer Support Team offers best-in-class service and support which is available between 7AM and 7PM Pacific Time, 7 days a week. Customers may contact the Flume Support Team at support@flumewater.com or through the chat feature built into the Flume App.

EXHIBIT B: DISTRICT PROGRAM

- DISTRICT and Flume will jointly market this rebate program to DISTRICT's customer base.
- Customers will be directed to <u>flumewater.com/reunionranch</u> to purchase their discounted Flume Smart Water Systems.
- DISTRICT Customers will pay \$99+tax+shipping (normally \$199) for each Flume system at checkout.
- A portion of the device cost will be subsidized by LCRA.
- Flume will ship the systems directly to the customers to the address they provide.
- Customers will install their own devices when they are received.
- If customers have any questions or problems with their systems, they will contact Flume for support.
- Once the customer installs their device, Flume will refund \$25 back to the customer's credit card.
- The pricing listed here expires at the end of the full calendar year not less than 12 months after it was signed (tentatively the end of 2023). All contracts must be resigned at the beginning of the next calendar year beginning with the calendar year 2024 (tentatively).

DISTRICT'S Responsibilities

- DISTRICT agrees to market this program to its customer base. Emails are the most effective way to
 market this program. Flume can provide sample content for these emails, and will share best practices
 for maximizing the effectiveness of this email campaign. Expect to sell 20 Flume systems for each
 1000 emails sent.
- DISTRICT will also market the Flume system to its customer base using other means, such as: traditional mail, social media, DISTRICT's website, newspaper articles, press releases, bill inserts, newsletters, etc.
- DISTRICT is hereby licensed to use Flume trademarks in association with such advertising provided trademarks are acknowledged in fine print as follows: "Flume and FlumeWater are registered trademarks of Flume, Inc. in the United States." Flume may review such advertising and make suggestions for minor changes. If Flume determines that advertising will adversely impact its trademarks, Flume may retract DISTRICT's right to use such trademarks.
- DISTRICT will direct their customers to <u>flumewater.com/reunionranch</u> to purchase discounted Flume systems.
- LCRA will reimburse Flume for each system sold through the above site (see schedule below).

Flume Responsibilities

- Flume will set up and administer a co-branded website at <u>flumewater.com/reunionranch</u>. DISTRICT customers will be directed to this site where they can purchase their discounted Flume systems.
- Before the launch of this program, Flume will host periodic meetings with DISTRICT regarding the design of the site and any other program related details.
- Flume will provide all customer support for the end-user customers between 7AM and 7PM Pacific Time, 7 days a week. Customers may contact Flume Support at support@flumewater.com or through the chat feature built into the Flume app.
- Flume will do its best to verify any suspicious orders with DISTRICT before they are fulfilled. This will help prevent non-DISTRICT customers from ordering systems through this special site.
- Once verified, Flume will ship systems directly to the customers.
- Flume will provide a no-cost return option for customers that are not able to install their systems after contacting Flume support.
- Flume will provide DISTRICT with a complete list of their customers that have a Flume system upon request.
- Flume shall notify DISTRICT in advance of any events held by Flume concerning the Program and will allow participation by DISTRICT when appropriate.
- Flume will invoice LCRA as defined below in the "Program Pricing" section.

• Once the customer installs their device, Flume will refund \$25 back to the customer's credit card.

Customer Responsibilities

- During the purchase of their Flume system, customers will agree to a Participant Agreement that DISTRICT will approve in writing. Among other things, this Participant agreement will authorize Flume to share customer water usage data with DISTRICT.
- Customers will be responsible for installing their Flume systems. Flume will provide customer support if there are any questions or problems.
- The customer will agree to the Flume End User License Agreement (EULA) when they install the Flume app. This EULA can be found at: https://flumewater.com/eula/
- The customer will agree to the Flume Privacy Policy when they install the Flume app. This Privacy Policy can be found at: https://flumewater.com/privacy-policy/

Scope and Timing

- This program will be available to all DISTRICT customers that have a compatible water meter.
- This program will be launched on a mutually agreeable date (tentatively in October 2022).

Program Pricing

Setup Costs

There is normally a \$2,500 setup fee for this program. This covers our expenses for project management, custom landing page (<u>flumewater.com/reunionranch</u>), marketing support, etc. However, Flume will waive this fee for DISTRICT provided the DISTRICT markets this program through an email campaign to their subscribed DISTRICT customers.

Rebate Program

The rebate amount will be decided upon by the DISTRICT, but an example has been included below for a utility subsidy of \$100 dollars per device. Should DISTRICT choose to rebate the device for \$100 dollars, the customer will pay \$99 + tax + shipping at checkout. Once installed, Flume will refund \$25 to the customer's credit card as an added incentive. After all rebates, the customer's out-of-pocket cost will be \$74 + tax + shipping.

	Darin Calain		Flume refunds Customer
	Device Subsidy	Customer Pays	after Install
Flume Device	\$100	\$99 + tax + shipping	\$25

Flume will invoice LCRA at the end of each month for the devices sold that month.

Utility Platform

If DISTRICT elects to use the Utility Platform, they can do so free of charge for 6 months. This is designed to make the most of DISTRICT's network of Flume devices by alerting efficiency and/or customer service teams to leaks and high water use, while at the same time giving detailed insights on aggregate use across the service area. The utility platform also allows for easy administration of the rebate program.

Should DISTRICT choose to discontinue its use of the end-use data provided in the Dashboard, they may do so at any time without incurring penalties.

Flume Utility Dashboard	Monthly Recurring Cost per Endpoint to DISTRICT					
	\$0.99					

Detailed Water Use Analysis

Once 100 Flume devices are installed in the DISTRICT, Flume can provide reports that analyze any (or all) of the following:

- Average indoor/outdoor GPCD
- Irrigation trends (and how they relate to weather)
- How these key consumption metrics compare with neighboring metro areas
- How home value, home size, home age and lot size affect water consumption
- Demographics of Flume users (based on home value, home age and lot size)
- Analysis of Leakage (flow rate, duration, and frequency)

In addition, Flume can provide DISTRICT with a comprehensive End Use Analysis report that details water consumption by fixture. These reports can be tailored to the DISTRICT's needs and can be quoted separately.

This data can include all Flume devices installed throughout the community, not just those that were purchased through the Flume landing page.

Contact Information

Joe Fazio joe@flumewater.com (805) 705-2590

SEPARATION PAGE

Customer Participation Agreement

I acknowledge and understand the following:

- I understand that as part of this program, I will receive the Flume Smart Water System for the discounted price
 of \$99 plus tax and shipping. The retail price is \$199 plus tax and shipping. Upon installation of the
 Flume Smart Home Water Monitor, Flume will refund \$25 to my original payment method, for a final total price
 of \$74 plus tax and shipping.
- If I purchase the Flume Smart Water System and fail to install it at the approved property Reunion Ranch
 Water Control and Improvement District (Reunion Ranch) may charge \$100 on my water bill. Flume must be
 installed within 14 days of delivery or returned to Flume. Flume can send a mailing label for this purpose and
 will refund my payment.
- This offer is non-transferable. Flume must be installed at the property associated with the account that received the offer. The unit must remain installed at this property for a minimum of 12 months. I understand that Reunion Ranch may charge \$100.00 on my water bill if Flume is installed at another location.
- I am the Reunion Ranch account holder of the property where Flume will be installed and understand by accepting this offer, I own the device.
- I am physically able to install the Flume Water Sensor on my water meter, which may require bending over my in-ground meter box, working with my home Wi-Fi system and uploading software applications onto a computer, smartphone and/or other mobile device.
- My home has Wi-Fi and I have a smartphone (iOS or Android) or other mobile device
- I am able to plug the Flume Bridge into a power outlet inside my home and am able to connect it to my home's Wi-Fi. This process is similar to the installation of other smart home technology.
- This system presents no guarantee for reductions in water use.
- I allow Flume to share water use data with Reunion Ranch in part to assist in determining potential water savings of this device. I allow Reunion Ranch to use this information to track and communicate any abnormal water usage observed, via the online viewing portal.
- I agree to install Flume without tampering with the Reunion Ranch meter in any other way.
- I agree to participate in at least one online follow-up survey conducted by Reunion Ranch.
- I will be billed for water consumption based only on measurements from the Reunion Ranch meter. Flume provides detailed information on daily water use. Its readings will not match the total monthly reads from the Reunion Ranch meter, which are read in different units and do not always coincide with the calendar month.
- To the fullest extent permitted by law, by signing this Participation Agreement, I, as well as my heirs, successors, and assigns shall indemnify and hold harmless Reunion Ranch Water Control and Improvement District, and its respective officers, directors, employees and agents from and against any and all liabilities, claims, losses, obligations, damages, fines, civil penalties, judgments, costs, expenses of any kind or nature including, but not limited to, interest, court costs, and reasonable attorney fees, arising from this Participation Agreement ("Claim"), except to the extent such Claim arises from the sole negligence or willful misconduct of the District, its officers, directors, employees, or agents.

SEPARATION PAGE

MURFEE ENGINEERING COMPANY, INC.

Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., South, Bldg, D Austin, Texas 78746 (512) 327-9204

M E M O R A N D U M

DATE: October 12th, 2022

TO: BOARD OF DIRECTORS – REUNION RANCH WCID

FROM: Andrea Wyatt, P.E.

RE: Engineer's Report – August 2022

CC: Bill Flickinger – Willatt & Flickinger

MEC File No.: 12002.122-0

a. Wastewater Treatment Plant

i. Wastewater Flows and Trends

Attached is an updated figure tracking wastewater flows to the existing WWTP vs. projections and permit milestones. This figure includes calculated wastewater flow values produced per household.

ii. Odor Control Update and Recommended Improvements

The odor at the WWTP has been minimal since the new treatment system became operational. MEC has made regular site visits to evaluate odors.

A new proposal was provided by JFB Concrete for \$11,500. The increase in cost was expected due to the fluctuating market prices as well as a slight change in the scope of a small concrete pad to support the conveyor unit. Inframark is handling the contract.

iii. Noise Issues and Abatement Options

The manufacturer modified the sound enclosure for the odor control units and the sound level was reduced by 5 to 7 decibels. However, the nearby resident reported that the sound is still carrying and is a nuisance. The manufacturer has indicated that they will be swapping the motor for one that may be quitter. If this solution does not achieve the desired sound level, MEC will discuss further options with an acoustic engineer.

iv. Effluent Irrigation Improvements and Authorizations

Table 1. Type I Quality Requirements

Parameter	September Average	Limit	Limit Type
Turbidity	1.42	3 NTUs	30-day average
BOD ₅	4.75	5 mg/l	30-day average
E. coli	ND	20/100 ml	30-day geometric mean (MPN or CFU)
E. coli	ND	75/100 ml	Maximum single grab sample (MPN or CFU)

MEC is working with the electrical engineer to get the information updated and bid documents developed.

1. LCRA Grant Extension

The request for an extension has been submitted and will be reviewed at the November meeting of the LCRA Board.

b. Water Supply and Distribution System Update

Attached are charts showing the historic and current water use by the community, both total and per connection.

c. Stormwater and Water Quality System Update

No ongoing projects or updates.

d. Emergency Management Plan(s)

Texas Senate Bill No. 3 – Emergency Preparedness Plan

MEC submitted the EPP on February 22nd, 2022, to the TCEQ. MEC is still waiting on TCEQ to respond with comments, questions, or requests for information. The 90-day review and comment period has expired.

Wastewater System Emergency Response Plan

MEC is developing a preliminary list of situations and protocols.

e. Long-Term Improvements and Asset Management Plan

Several items were included in the budget for this year, a table of the projects is included on the following page.

f. Approvals Related to Ongoing Construction Contracts

Currently there are no ongoing contracts.

g. Approvals Related to Upcoming Construction Contracts

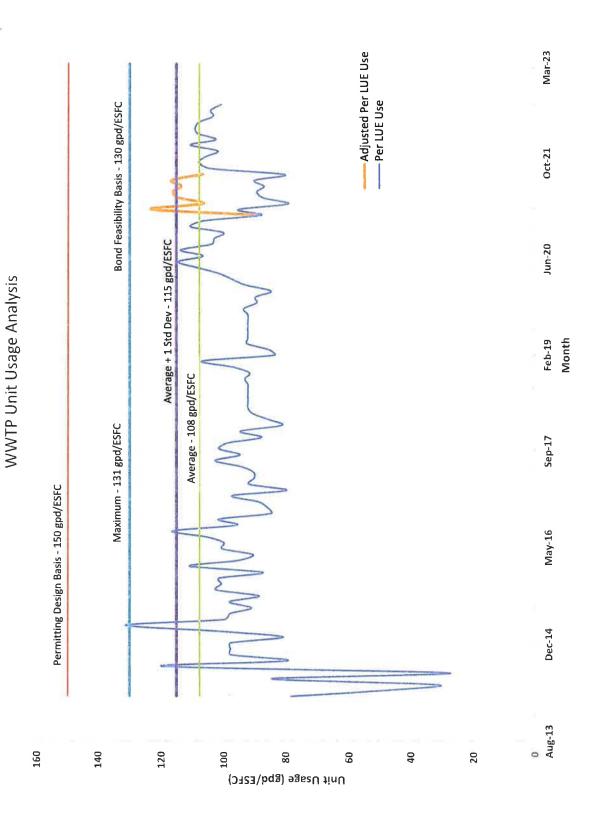
No outstanding items.

Murfee Engineering Company, Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S., Bldg. D Austin, Texas 78746



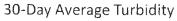
Murfee Engineering Company, Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S., Bldg. D Austin, Texas 78746

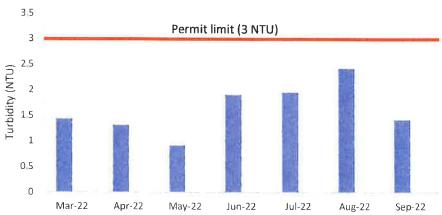
Reunion Ranch WCID



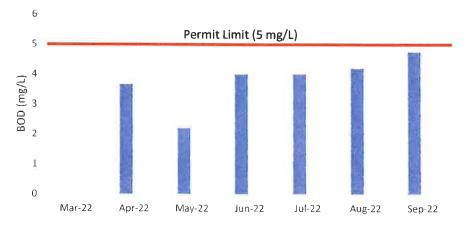
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Murfee Engineering Company, Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S., Bldg. D Austin, Texas 78746

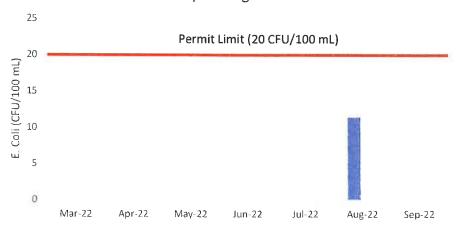




30-Day Average BOD

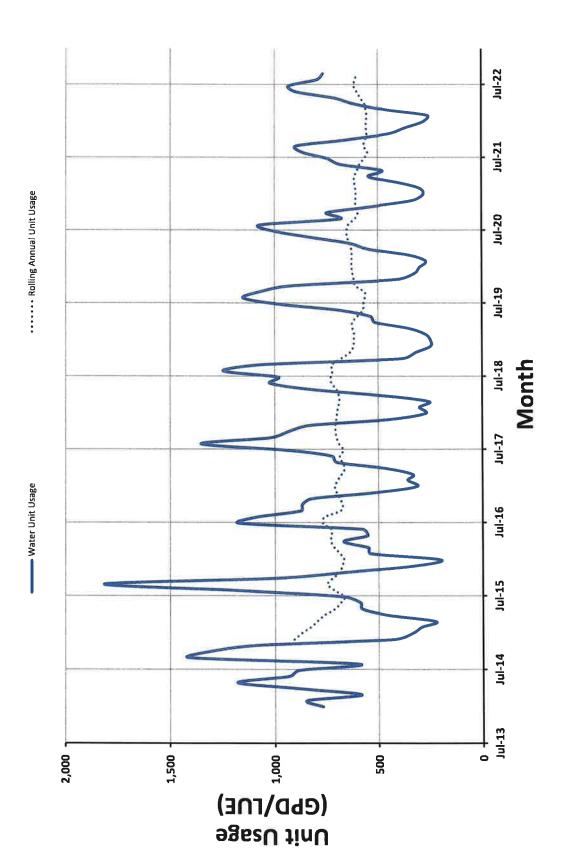


30-Day Average E. Coli

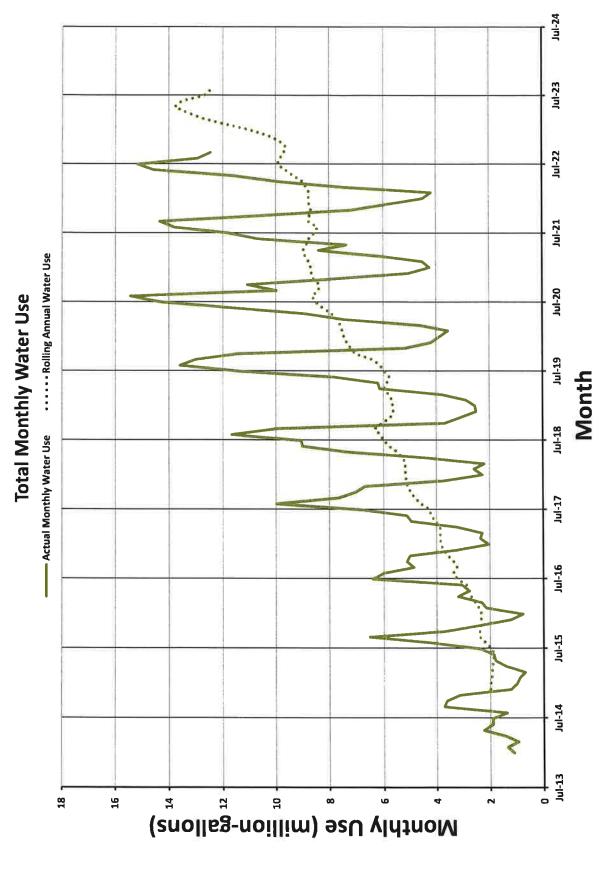


Murfee Engineering Co., Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S., Bldg. D Austin, Texas 78746

Per LUE Use Trends



Murfee Engineering Co., Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S., Bldg. D Austin, Texas 78746



SEPARATION PAGE





Reunion Ranch WCID

General Manager Reports for the month of

Septembert 2022

Board Meeting: October 18th, 2022

Reviewed By: Ronja Keyes

Date: 10/04/2022



14050 Summit Dr, Ste 103 Austin, TX 78728 (T) 512.246.0498 (F) 512.716.0024 www.inframark.com

Memorandum for: Board of Directors Reunion Ranch WCID

From: Ronja Keyes Date: 10/18/2022

Subject: Operations and Maintenance Report

Below is a summary of activities since the last Board Meeting:

A. Administrative

• Nothing significant to report.

B. Wastewater treatment plant & effluent subsurface irrigation

- All facilities are in compliance for the month of September:
 - Plant's capacity is at 67%; total flows are 1.59 MG; average flows are 53,00 GPD
- SBR 2 Mixer;
 - Received several alarm calls for mixer failure
 - Investigated and adjusted electrical connections, no other issues reported
- Effluent Storage Tank;
 - Received several alarm calls for effluent tank level out of range/high level
 - Inspected and reconnected wires, reset alarm
 - Received additional alarm calls and requested assistance from Alterman
 - Level transducer failure was causing high level alarms, placed pumps in manual mode
 - Installed new level transducer and adjusted level settings, no other issues reported
- EPA Annual Sludge Report
 - Completed and submitted annual sludge report
- Annual Soil Report
 - Completed and submitted annual soil report to TCEQ
- Conducted monthly inspection of irrigation fields;
 - No leaks reported
 - Volleyball location (semi-permanent); Proposing to install in ground galvanized steel or PVC sleeves in various zones to simplifying volleyball net install. Areas will be marked, and designated locations can be rotated depending on wear and tear
- Drip Skid repairs and cover;
 - Drip Skid Cover has been installed (pictures included)
 - Received Proposal from Texas Proscapes in the Amount of \$14,312.45.
- Assessment of Tree damage;
 - Sunscape was on site to investigate the damage caused by tree borers
 - Proposal is forthcoming

C. Wastewater collection system

- Preventive maintenance Lift Stations;
 - Inspection of electrical disconnects and switch gear
- Grinder Pump;
 - Inspector found a different type of Grinder Pump installed at a Heyl Home construction site on Delayne
 - Inspector contacted Builder and discussed required pump brand and inspection requirements as stated in the Grinder Station Policy
 - Builder failed to schedule required Inspections (2)
 - Received pump specification for Board consideration

D. Water distribution system

Water accountability is at 101.84% for the month of September.
 (billing cycle from September 20th through October 20th)

E. Stormwater Conveyance & Pond maintenance

- Inframark conducted pond inspections on September 20th. Reports are enclosed.
- Aquatic Features Pond maintenance Reports are enclosed.

F. Customer matters, complaints, reports & updates

Nothing significant to report.

G. Customer billing & delinquencies

- Mailed 12 Delinquent Letters; 6 Hung & 0 Red Tags as of now
- Texas Utility Help Program;
 - A new statewide program administered by TDHCA with funding from LIHEAP and LIHWAP that offers financial assistance to qualified Texas homeowners and renters with low income (150% of Federal Poverty Income Guidelines)
 - Homeowners and renters can apply for direct payment to utility companies on their behalf

H. Authorization for expenditures related to contracts, repairs, replacements, operations improvements & maintenance

Refer to recommendations below.

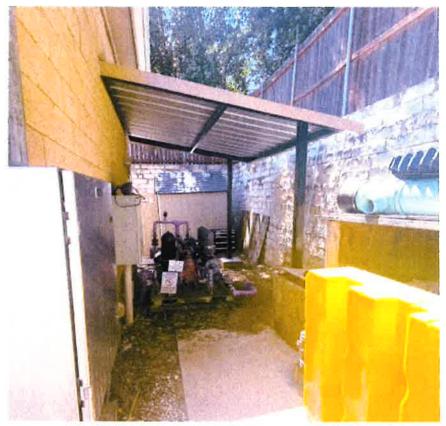
Construction

• No Erosion Control violations reported for the month of September.

Current Items for Board consideration:

Vendor	Amount	Description	Work Order #
Texas Proscapes	\$14,312.45	Drip Skid repairs	

Drip Skid Cover





Item B

Central Texas Proscapes Commercial Division, LLC

7080 Niederwald Strasse, Kyle TX 78642 Peyton Graeber 512.214.7268/ Office 512.348.9072

Design, Landscape, Irrigation & Masonry

Estimate

Customer Information

Date: 9/30/2022

Name: Reunion Ranch Filter pump skidd rebuild

Address: City, State: Phone:

Reunion Ranch Filter pump skidd rebuild

QTY	Description	Unit	per Price	Total
	Plants/ Trees			
1		Ea	\$ 14,312.45	\$ 1 <mark>4,</mark> 312.45
	This bid includes the rebuilding of filter system, Valves on pump, pipe fittings and gaskets, solenoids, and Labor to repair the pumps.			
				\$ 14,312.45
			Sub-total:	
			Tax N/A:	\$ 328
			TOTAL:	\$ 14,312.45

Bid Notes:

- 1. Excludes all Applicable Taxes
- 2. Excludes Water Meters (and cost of water), Hand Watering, Electric Meter, Irrigation and Electrical Sleeving, and Road Bores if necessary
- 3. Excludes Bond, if applicable add 3%
- 4. Excludes Surveying, Barricades, Traffic Control.
- 5. Irrigation bid per plan. If plan was not approved by COA before January 1, 2008 then additional charges for ET Controller and mandated drip irrigation may be necessary.
- 6. Proposal valid for (30) thirty days.
- 7. Limited Warranty No replacements will be authorized or made without an inspection by one of Central Texas Proscapes Commercial Division, LLC staff. Warranty is limited to replacement only, not refund. All warranties will become null and void if any of the following is determined: failure to water properly, drought, freezing insect damage, abuse or mandated water restrictions imposed by local governments. It is the customers responsibility to maintain property if a maintenance contract is not agreed upon.
- 8. This proposal doesn't not include tree protection for site nor transplanting or removing existing trees.

Peyton Graeber LIC #0019/10

"Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178,PO Box 13087, Austin, TX 78711-3087, TCEQ's website is: www.tceq.texas.gov"

Reunion Ranch Grinder Station Policy

Reunion Ranch WCID has assumed responsibility for the long term maintenance of all residential grinder stations within the district. Therefor to maintain consistency it has been decided E-One will be the required pump brand used at these installations. Hydro Source Services, phone (512) 572-6188 is the local distributer and should be used for all grinder pump installations. The builder is responsible for all coordination and costs of the grinder station installation and inspection requirements. When all inspections have been performed and passed, the Reunion Ranch WCID (district) will then assume responsibility for maintenance of the grinder station and appurtenances. The homeowner can then call the district or Hydro Source Services for service needs.

The procedure below varies slightly for coordination of installation and inspection of a new residential grinder station depending on the location of the grinder station.

1) If the residential grinder station is located by the street ROW,

- a) The builder/plumber will contact Hydro Source Services to secure a pump control panel, pump cable and other materials that are supplied by them and schedule the pump installation. The pump control panel will need to be installed by an electrician in a location that is visible from the street. No landscaping is to be installed that has the potential to block access and visible site of the control panel. The cable for the pump will be installed in a conduit sized according to the recommendations of Hydro Source.
- b) The plumber will run wastewater service lines as they normally would but tie it into the grinder station tank instead of the 6" service connection. Pumps will then be installed by the plumber or Hydro Source. A tap inspection is then required prior to covering the service line between the home and the grinder tank.
- c) Once power and water are available, Hydro Source can be scheduled to start up the grinder station.
- d) A grinder station inspection by Inframark is required and should be performed prior to Hydro Source leaving the site for their start up service.

2) If the residential grinder station is located by the residence,

- a) The builder/plumber will contact Hydro Source Services to secure a pump control panel, pump cable, tank and other material that may be supplied by them and schedule the pump installation. The pump control panel will need to be installed by an electrician in a location that is visible from the street. No landscaping is to be installed that has the potential to block access and visible site of the control panel. The cable for the pump will be installed in a conduit sized according to the recommendations of Hydro Source.
- b) The plumber will install the grinder tank and a pressure sewer line from the tank to the tap connection at the street and the pump. A tap inspection is then required prior to covering up the sewer pressure main and backfilling the tank installation.
- c) Once power and water are available, Hydro Source can be scheduled to start up the grinder station.
- d) A grinder station inspection by Inframark is required and should be performed prior to Hydro Source leaving the site for their start up service.

Note: Pumps can be installed by your plumber or Hydro Source, Hydro Source will always perform the start up.

Important: The start-up request form for Hydro Source is attached and their policy and a check list is included on the form, although a start up request can be submitted on line or by phone, it is recommended you use the form and in particular the check list to ensure you are ready for a start up or you may incur additional fee's.

Also please be sure to coordinate any start-up with Inframark so the required grinder system inspection can be completed prior to Hydro Source leaving the site.

GRINDER PUMP INSTALLATION REQUEST

PROJECT:	ADDRESS:
COMPANY:	CONTACT #
GATE CODE:	# OF PUMPS AT THIS LOCATION:
PLEASE ANSWER THE FOLLOWING QUESTIONS BY M	ARKING AN "X" IN THE BOX PROVIDED.
	YES
1. Tank has been backfilled and is installed above fini	
2. Tank is completely empty and free from all debris?	
3. Center of inlet pipe is 30" (min) from the bottom of	
4. Inlet grommet is installed correctly using a hole sa	
5. Discharge piping is 1.25" from the tank to the tap?	
6. 1" electrical adapter installed on the FRP tank per	
7. 1" electrical conduit installed from the tank to the	
8. A pull string is provided through the conduit from	
9. The control panel is mounted 40" to 60" above fin	
10. All conduit penetrations are on the bottom of the	
11. Dedicated 30 AMP circuit feeding the control pan	
12. Verify four #10 gauge wires are connected. (2 ho	
13. Verified that the voltage at the control panel is be	
14. All residential / main valves are located and acces	
15. Water is available for testing the operation of the	e grinder pump?
**** IF ANY LIQUID IS FOUND IN THE GRINDER PUMP	P TANK AT THE TIME OF THE PUMP INSTALLATION
THE INSTALLATION WILL BE RESCHEDULED FOR THE	FOLLOWING WEDNESDAY. IF THE TANK IS THE
DISTRICT'S REPRESENTATIVE WILL BE NOTIFIED IN	MEDIATLEY. ALL FEES ASSOCIATED WITH THE
OVERFLOWING SEWAGE REMOVAL WILL B	E BACKCHARGED TO THE BUILDER.****
PLEASE READ CAP	REFULLY
* THIS FORM SHOULD NOT BE SUBMITTED UNLESS T	HE WORK ABOVE IS 100% COMPLETE.
* ON THE INSTALLATION DATE WE WILL NOT WAIT F	OR YOU OR YOUR CONTRACTOR TO FINISH.
* Once Hydro Source Services, Inc. has received the r	
for the following Wednesday. (REQUEST FORMS N	
* Installations will start at 7:00am on Wednesday. B	
* If the installation cannot be completed for reasons	
rescheduled. A new request form must be submitt * A RETURN TRIP FEE OF \$250.00 WILL BE BACKCHA	
A NETONIA TRIF FEE OF \$230.00 WILL BE BACKCHA	NGED TO THE BUILDER.
By signing below I acknowledge that I understand the	terms and conditions of this request form.
Please contact Hydro Source Services, Inc with any qu	
SIGN.	CCTED INICTALL DATE.



www.cranepumps.com

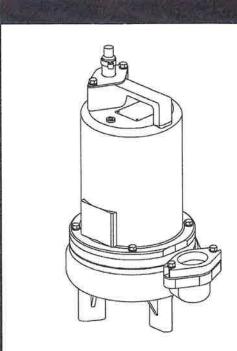
Series 2SEV-L

2" Spherical Solids Handling Vortex, Single Seal

2" Discharge

LIQUID TEN VOLUTE MOTOR HO SEAL PLAT	DUSINGE	2" NPT, Female, Vertical, Bolt-on Flange104°F (40°C) ContinuousCast Iron ASTM A-48, Class 30Cast Iron ASTM A-48, Class 30Cast Iron ASTM A-48, Class 30Vortex, open, with pump out vanes on back side. Dynamically balanced, ISO G6.3Cast Iron ASTM A-48, Class 30
SHAFT		416 Stainless Steel
	INGS	Buna-N
		300 Series Stainless Steel

SEAL:	Design	Single Mechanical
		Carbon/Ceramic/Buna-N
		Hardware -300 Series Stainless
CORD ENT	RY	20 ft. (6m) Cord. Quick connect
		custom molded for sealing and strain relief. Plug supplied on 120V, 0.50HP, units.
SPEED		1750 & 3450 RPM (Nominal)
		Single Row, Ball, Oil lubricated
	Load	
LOWER BE	ARING	Single Row, Ball, Oil lubricated
	Load	
MOTOR:	Design	NEMA L -Single Phase, NEMA B -Three
		phase Torque Curve, Oil Filled, Squirrel
		Cage Induction
I	Insulation	
SINOLE BU	405	Class F on selected models
SINGLE PH	ASE	Permanent Split Capacitor (PSC)
THREE DH	ACE	Includes Overload Protection in Motor200-240/480 is Tri-Voltage. 600V.
INCEPN	40E	Requires Overload Protection to be
OPTIONAL	EQUIPMENT	included in control panelSeal Material, Impeller Trims, Additional cord, Normally Closed Temperature Sensors with cord for 3 phase pumps
		(Requires relay in control panel).



Series: 2SEV-L 0.5, 0.75, 1.0HP, 1750 & 3450RPM, 60Hz

Sample Specifications: Section 1 Page 8.

DESCRIPTION:

SUBMERSIBLE NON-CLOG SEWAGE PUMP DESIGNED FOR TYPICAL RAW SEWAGE **APPLICATIONS**







CANCER AND REPRODUCTIVE HARM -WWW.P65WARNINGS.CA.GOV



A Crane Co. Company

RECOMMENDED:

PUMPS & SYSTEMS

Accessories.....Break Away Fitting (BAF)

Seal Kit PN130180 Service Kit PN......130207

Check Valve

Control Panel

USA: (937) 778-8947 • Canada: (905) 457-6223 • International: (937) 615-3598

SECTION 1B PAGE 12/19 8 DATE

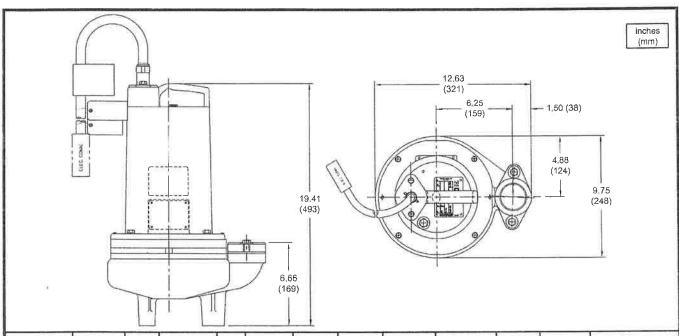
Series 2SEV-L

2" Spherical Solids Handling Vortex, Single Seal



www.cranepumps.com

2" Discharge



MODEL NO	PART NO	HP	VOLT/PH	Hz	RPM (Nom)	NEMA START CODE	INSUL. CLASS	FULL LOAD AMPS	LOCKED ROTOR AMPS	CORD	CORD TYPE	CORD O.D inch (mm)
2SEV514L	104918	0.5	120/1	60	1750	F	В	12.0	21.3	14/3	SJTOW	0.375 (9.5)
2SEV524L	104919	0.5	240/1	60	1750	J	В	6.3	14.9	14/3	sow	0.530 (13.5)
2SEV594L	104920	0.5	200-240/3	60	1750	H/L	В	3.7/3.8	9.8/11.0	14/4	SOW	0.570 (14.5)
2SEV544L	104921	0.5	480/3	60	1750	К	В	1.9	5.3	14/4	sow	0.570 (14.5)
2SEV554L	104922	0.5	600/3	60	1750	Н	В	1.4	3.4	14/4	sow	0.570 (14.5)
2SEV724L	104928	0.75	240/1	60	1750	K	F	7.1	25.8	14/3	sow	0.530 (13.5)
2SEV794L	104929	0.75	200-240/3	60	1750	H/K	В	4.8/4.6	13.7/15.4	14/4	sow	0.570 (14.5)
2SEV744L	104930	0.75	480/3	60	1750	K	В	2.3	7.7	14/4	sow	0.570 (14.5)
2SEV754L	104931	0.75	600/3	60	1750	Ļ	В	1.6	7.2	14/4	SOW	0.570 (14.5)
2SEV1024L	104936	1.0	240/1	60	1750	G	F	8.5	25.8	14/3	sow	0.530 (13.5)
2SEV1094L	104937	1.0	200-240/3	60	1750	E/H	В	5.3/5.1	13.7/15.4	14/3	sow	0.570 (14.5)
2SEV1044L	104938	1.0	480/3	60	1750	Н	В	2.5	7.7	14/4	sow	0.570 (14.5)
2SEV1054L	104939	1.0	600/3	60	1750	J	В	2.2	7.2	14/4	sow	0.570 (14.5)
2SEV512L	104970	0.5	120/1	60	3450	G	В	12.6	24-6	14/3	SJTOW	0.375 (9.5)
2SEV522L	104971	0.5	240/1	60	3450	E	В	6.0	10.2	14/3	sow	0.530 (13.5)
2SEV592L	104972	0.5	200-240/3	60	3450	P/R	В	5.8/5.3	19.9/18.4	14/4	sow	0.570 (14.5)
2SEV542L	104974	0.5	480/3	60	3450	R	В	2.6	9.1	14/4	sow	0.570 (14.5)
2SEV552L	104975	0.5	600/3	60	3450	Т	В	2.1	8.7	14/4	sow	0.570 (14.5)
2SEV1022L	104982	1.0	240/1	60	3450	F	В	10.7	21.8	14/3	sow	0.530 (13.5)
2SEV1092L	104983	1.0	200-240/3	60	3450	H/J	В	7.9/7.5	19.9/18.4	14/3	sow	0.570 (14.5)
2SEV1042L	104985	1.0	480/3	60	3450	J	В	3.7	9.1	14/4	sow	0.570 (14.5)
2SEV1052L	104986	1.0	600/3	60	3450	L	В	2.9	8.7	14/4	SOW	0.570 (14.5)

OPTIONAL - Temperature sensor cord for 3 phase models is 14/3 SOW, 0,530 (13.5mm) O.D.

IMPORTANT!

PUMP MAY BE OPERATED "DRY" FOR EXTENDED PERIODS WITHOUT DAMAGE TO MOTOR AND/OR SEALS.

INSTALLATIONS SUCH AS DECORATIVE FOUNTAINS OR WATER FEATURES PROVIDED FOR VISUAL ENJOYMENT MUST BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE ANSI/NFPA 70 AND/OR THE AUTHORITY HAVING JURISDICTION. THIS PUMP IS NOT INTENDED FOR USE IN SWIMMING POOLS, RECREATIONAL WATER PARKS, OR INSTALLATIONS IN WHICH HUMAN CONTACT WITH PUMPED MEDIA IS A COMMON OCCURRENCE.

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4

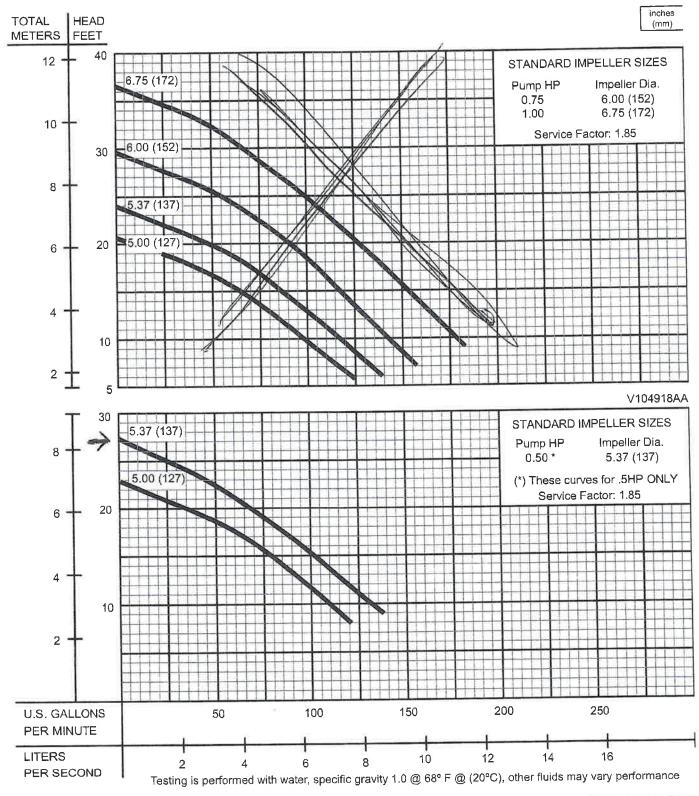


www.cranepumps.com

Series 2SEV-L

Performance Curve .5, .75, 1HP, 1750RPM, 60Hz

2" Discharge





A Crane Co. Company

PUMPS & SYSTEMS

USA: (937) 778-8947 • Canada: (905) 457-6223 • International: (937) 615-3598

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Homeowners and renters can use this website to create an account and apply for assistance.

Texas Utility Help is administered by the Texas Department of Housing and Community Affairs (TDHCA) with funding from the federal Low Income Home Energy Assistance Program (LIHEAP) and federal Low Income Household Water Assistance Program (LIHWAP). The program provides eligible households with financial payments made directly to the utility company on the household's behalf.

Texas homeowners and renters need to meet the following criteria to qualify for the program:

Household income must be at or below 150% of Federal Poverty Income Guidelines (FPIG). At least one occupant in the household must be a U.S. citizen or qualified alien. For water and wastewater assistance, those who have been disconnected or are at risk of having their service disconnected are prioritized.

3. Once an application is approved, payment is sent directly to the utility company (electricity, gas, propane, water and/or wastewater provider). Utilities must sign an agreement with the program in order to receive payments.

Examples of Required Documents

- Identification card
- Proof of citizenship or legal residency
- Utility bill (electricity, gas, propane, water, and/or wastewater bill)
- Income documentation such as award letters or paystubs for each member of your household
- Documentation showing the utility is disconnected, under threat of disconnect, past due or is a current bill

To Report Fraud, Waste, and Abuse

All TDHCA employees and contractor employees have a responsibility to report waste, fraud and abuse within the agency. The public is also invited to share such concerns.

If you suspect fraud, waste or abuse please follow TDHCA's guidelines for reporting.

Texas Utility Help is administered by the Texas Department of Housing and Community Affairs

Falsification of documents or any material falsehoods or omissions in an Application to this program, including knowingly seeking duplicative benefits, is subject to state and federal criminal penalties. Landlords and tenants are particularly put on notice that 18 U.S.C. §1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.

This program has specific eligibility requirements and not all households may be eligible.

Funds may not still be available by the time a household applies.

Other program limitations may also apply – please see https://www.tdhca.state.tx.us/covid19-response.htm for details.



TEXAS UTILITY HELP PROGRAM UTILITY PROVIDER AGREEMENT

PURPOSE. The purpose of the Texas Utility Help Utility Provider Agreement ("Vendor Agreement"), funded from the Comprehensive Energy Assistance Program ("CEAP") and the Low-Income Home Water Assistance Program ("LIHWAP"), is to provide a grant for emergency assistance to low-income households known as ("Certified Customer or Customers"), particularly those with the lowest incomes that pay a high proportion of household income for electricity, gas, propane, known as "Energy Services" and water, storm water, drinking water, wastewater/sewer, and groundwater services, known as "Water Services".

The Utility Services Provider identified below ("Vendor") agrees to the terms of the CEAP and/or LIHWAP grant(s) as applicable and to accept payment from CEAP and LIHWAP for eligible CEAP and LIHWAP households to whom Vendor continues to provide Utility Services. Texas Department of Housing and Community Affairs ("TDHCA" or "Agency") agrees to make payments only for CEAP and LIHWAP households who have been determined to be eligible for the program.

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as "Party" or collectively referred to as "Parties".

TERM. This Vendor Agreement shall be effective from the date of the Vendor's signature below, and shall terminate on December 31, 2023, unless earlier terminated by one of the Parties in accordance with the terms of the Agreement. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the address as entered or updated by Vendor in the Texas Utility Help Vendor portal. The notice address for Agency is P.O. BOX 13941, Austin, TX 787113941.

AGENCY REPRESENTATIONS. The CEAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, prevention of disconnection of service, and/or to pay either partially or in full an eligible CEAP Certified Customer current due energy bill, in addition to prospective payments in accordance with program rules, known as "Eligible Costs" for Energy Services. The LIHWAP funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP Certified Customer current due water bill, known as "Eligible Costs" for Water Services.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the Certified Customer's account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the CEAP and LIHWAP.

Both Parties acknowledge that TDHCA may select entities to serve CEAP and LIHWAP clients in Texas, and that Vendor shall not refuse to enter into other agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBLITIES. Vendor will, with reference to a Certified Customer:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone
 and email to all reasonable inquiries regarding eligible CEAP and/or LIHWAP households, as applicable, and
 household accounts including but not limited to bills, payments, and services.
- Provide Energy and/or Water Services to each eligible and approved household for which payment is provided under CEAP and/or LIHWAP.
- Upon accepting payment from Agency for Certified Customer, continue or restore energy and/or water service
 to Certified Customer with no increases in charges, service charges or other charges or fees affecting the total
 cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission ("PUC"),
 if applicable.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide Energy and/or Water Service, as applicable, or otherwise discriminate in the marketing
 and provision of Energy and/or Water Service to any Certified Customer because of race, creed, color, national
 origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status,
 location of household in an economically distressed geographic area, or qualification for low-income energy- or
 water-efficiency services.
- Not interrupt service if Certified Customer is eligible under PUC regulations, or other state agency regulations
 (as applicable), and enters into an agreement with the Vendor concerning how the Certified Customer will pay
 the balance owed to the Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply CEAP or LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply CEAP or LIHWAP payments to commercial accounts. CEAP and LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on CEAP and LIHWAP household bills, the amount of CEAP and/or LIHWAP payment(s) received in
 a manner which identifies the payment as received from CEAP and/or LIHWAP or at least the amount paid by
 CEAP and/or LIHWAP shown as credited.

- Continually maintain accurate records of CEAP and LIHWAP credit balances and annually reconcile accounts.
 After one year, credit balances must be refunded to the Agency, in compliance with CEAP and LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the CEAP and LIHWAP.
- Certified Customer must agree to authorize the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies including contractors.
- Data related to a Certified Customer's Energy or Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The Certified Customer's application will authorize the Vendor to release this information to the Agency.
- Vendors providing Water Services represent and warrant that they have a current Vendor Certificate of Convenience and Necessity Number ("CCN").

AGENCY RESPONSIBLITIES. The Agency will:

- Maintain in Agency's system of record the Certified Customers' written permission for Agency's access to Certified Customer's information as stated above.
- Obtain written permission for Agency to request and have access to household information, including
 confidential or personal account information, credit and payment history, from households seeking Agency's
 assistance. Social Security numbers are not required for the LIHWAP or CEAP program and may not be disclosed
 to Agency.
- Review invoice(s) submitted by the Vendor and/or the Certified Customer. The Agency may request additional
 documentation and/or clarification of charges as needed. No payment will be made without all required
 documentation/clarification of charges.
- Not provide payments on behalf of a Certified Customer to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices and documentation from the household, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and Certified Clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the CEAP and LIHWAP.
 Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human

Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the Texas Utility Help program by posting the same on the Texas Utility Help website.

• OBLIGATIONS. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding under the statewide Texas Utility Help program. If funding for Energy and/or Water services, as applicable, is not available to make payments, Agency will notify Vendor in writing within a reasonable time after such fact is determined.

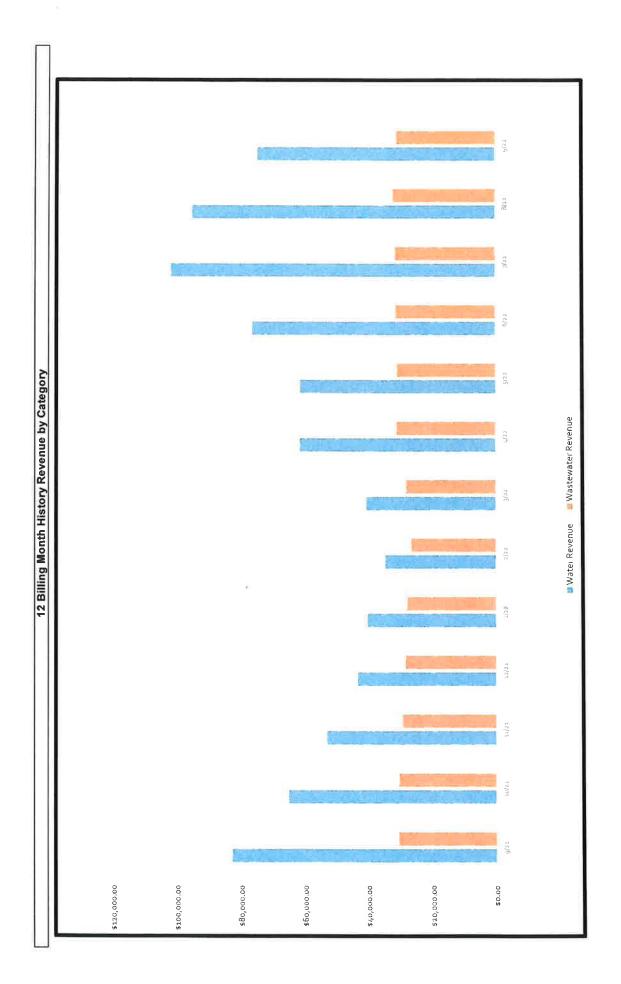
CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit Energy and/or Water Services as applicable; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

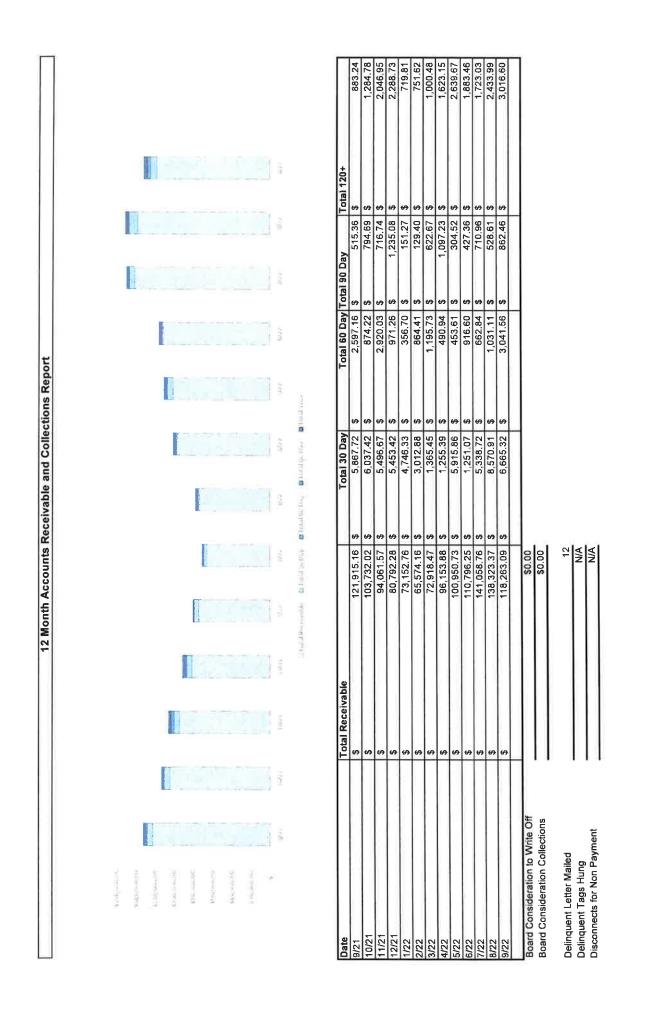
VENDOR:	
Authorized Vendor Signature	Date
Typed Name of Authorized Signature	Title
Typed Vendor Name	
AGENCY:	
Authorized Agency Signature	Date
Michael De Young	Director of Community Affairs
Typed Name of Authorized Signature	Title

Texas Department of Housing and Community Affairs



Description	Connections	Su	Variance
	Sep-21	Sep-22	
Residential	509	517	80
Commercial - HOA	14	16	
Hydrant			*
Tracking	1	1	•
Reclaimed	13	·	
Total Number of Accounts Billed	524	534	10
		Consumption	
Residential	11,031,000	9,831,000	(1,200,000)
Commercial - HOA	2,155,000	1,612,000	(543,000)
Hydrant		180	78
Tracking	•	12,000	12,000
Reclaimed	•		-
Total Gallons Consumed	13,186,000	11,455,000	(1,731,000)
	Averac	Average Consumption	
Residential	21,672	19,015	(2,656)
Commercial - HOA	153,929	100,750	
Hydrant	[:(●):		200
Tracking	E.	12,000	12,000
Reclaimed			*
Avg Water Use for Accounts Billed	25,164.12	21,451.31	(3,713)
Total Billed	114,827	106,960	(7,867)
Total Aged Receivables	7,088	11,303	4,215
Total Receivables	121,915	118,263	(3,652)





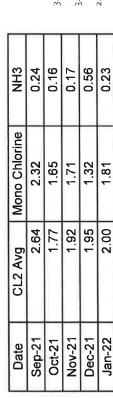


Water Production and Quality

Water Quality Monitoring

Current Annual Avg State Requirements Must Be Above .50

2.54



CL2 Avg-Mono Chlorine - NH3	05	00		00	0.5	00	05		the transmit the wild the transmit to the transmit the transmit the transmit to the transmit the transmit to t	CL2 Avg Mono Chlorine · NH3
	3.50	3.00	2.50	2.00	1.50	1.00	0.50	1/1		

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2.45 3.02 2.99 2.84 3.00 3.16 2.96 2.36

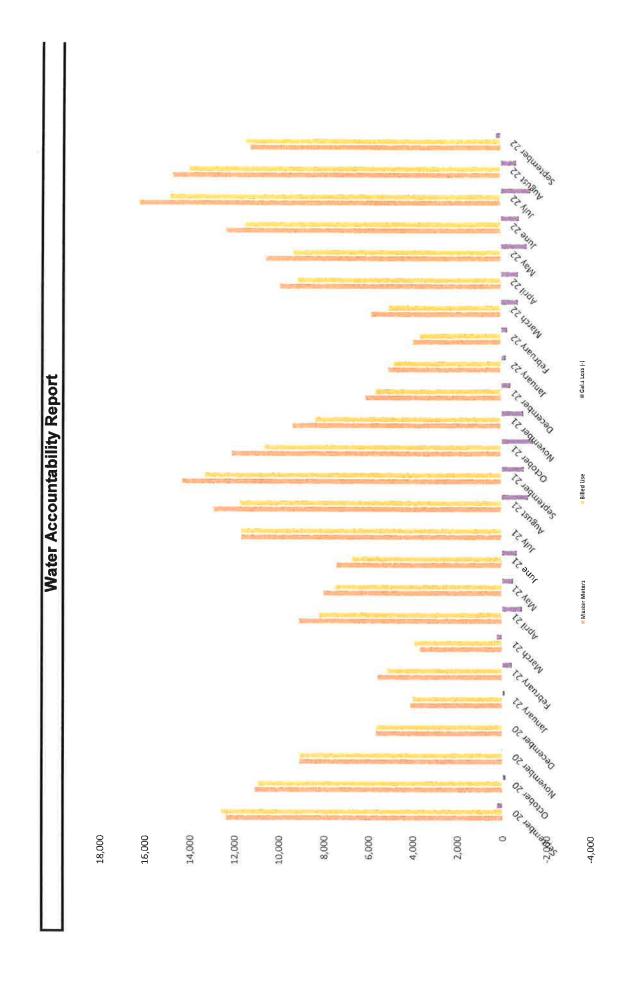
Feb-22

Mar-22
Apr-22
May-22
Jun-22

2.25

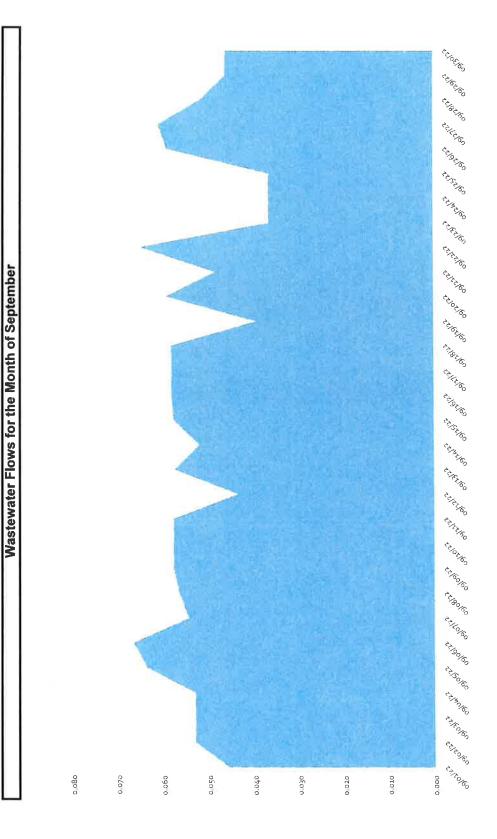
2.16 1.98 1.64

> Aug-22 Sep-22



		Number of	Master	Billed	Flushing	Gal.s		Accounted
Month	Read Date	Connections	Meters	Use	/Other	Loss (-)	% Loss	For
September 20	9/18/20	481	12,398	12,644	8	254	2.05%	102.05%
October 20	10/19/20	485	11,108	10,956	7	(145)	-1.31%	98.69%
November 20	11/18/20	489	9,106	9,129	8	31	0.34%	100.34%
December 20	12/17/20	496	5,686	5,658	0	(20)	-0.48%	99.52%
January 21	1/15/21	498	4,118	3,998	7	(113)	-2.75%	97.25%
February 21	2/20/21	502	5,619	5,175	0	(444)	-7.90%	92.10%
March 21	3/19/21	504	3,695	3,920	15	240	6.49%	106.49%
April 21	4/19/21	506	9,134	8,227	5	(305)	-9.88%	90.12%
May 21	5/20/21	506	8,030	7,512	0	(518)	-6.45%	93.55%
June 21	6/18/21	516	7,447	6,752	7	(688)	-9.24%	80.76%
July 21	7/19/21	519	11,704	11,712	7	15	0.12%	100.12%
August 21	8/19/21	523	12,965	11,748	7	(1,210)	-9.33%	90.67%
September 21	9/17/21	524	14,381	13,352	11	(1,018)	-7.08%	92.92%
October 21	10/18/21	526	12,125	10,668	10	(1,447)	-11.94%	88.06%
November 21	11/18/21	527	9,390	8,376	14	(1,000)	-10.65%	89.35%
December 21	12/17/21	528	6,118	5,680	တ	(429)	-7.01%	92.99%
January 22	1/18/22	527	5,080	4,842	13	(225)	-4.43%	95.57%
February 22	2/17/22	527	3,942	3,636	11	(295)	-7.48%	92.52%
March 22	3/17/22	528	5,847	5,064	თ	(774)	-13.23%	86.77%
April 22	4/18/22	528	096'6	9,174	O	(777)	-7.80%	92.20%
May 22	5/18/22	527	10,566	9,364	11	(1,191)	-11.27%	88.73%
June 22	6/16/22	527	12,365	11,530	တ	(826)	-6.68%	93.32%
July 22	7/19/22	527	16,291	14,920	11	(1,360)	-8.35%	91.65%
August 22	8/19/22	534	14,801	14,085	9	(710)	-4.80%	95.20%
September 22	9/19/22	533	11,301	11,498	17	208	1.84%	101.84%





	For the Mon	For the Month of September		
Flow WWTP (Avg.)	0.08 MGD	0.053 MGD	Yes	%9'99
BOD (Avg)	20 mg/L	4.8 mg/L	Yes	
TSS (Avg)	20 mg/L	1.5 mg/L	Yes	
Chlorine Residual (Min)	1.0 mg/L	1.2 mg/L	Yes	
PH (Min)	6.0 Std Units	8.04 Std Units	Yes	
PH (Max)	9.0 Std Units	8.04 Std Units	Yes	

Reunion Ranch WCID Wastewater Flow Historical

	Connections	Total Flows	Average	Avg Flow Per	WWTP
20 20	E 20			Collification	Capacity /6
77-dac		UUS, /8C, I	53,240	On.	%/9
Aug-22	534	1,728,000	55,700	104	%02
Jul-22	275	1,691,700	54,600	104	%89
Jun-22	527	1,710,300	57,010	108	71%
May-22	527	1,788,600	27,697	109	72%
Apr-22	929	1,718,600	57,290	109	72%
Mar-22	528	1,679,500	54,177	103	989
Feb-22	527	1,638,800	58,530	111	73%
Jan-22	527	1,668,500	53,800	102	%29
TOTALS		15,221,300	55,782.67	106	%02
Dec-21	528	1,736,000	56,000	106	%02
Nov-21	527	1,718,400	57,000	108	71%
Oct-21	929	1,689,800	55,000	105	%69
Sep-21	524	1,274,000	42,000	08	84%
Aug-21	523	1,457,000	47,000	06	84%
Jul-21	519	1,391,000	45,000	87	%06
Jun-21	516	1,387,000	46,000	68	85%
May-21	909	1,370,000	44,000	28	88%
Apr-21	909	1,189,000	40,000	62	80%
Mar-21	504	1,472,000	48,000	96	%96
Feb-21	502	1,234,000	44,000	88	%88
Jan-21	498	1,640,000	53,000	106	106%
TOTALS		17,558,200	48,083.33	6	%98
Dec-20	496	1,715,000	55,000	111	110%
Nov-20	489	1,466,000	49,000	100	%86
Oct-20	485	1,543,000	20,000	103	100%
Sep-20	481	1,511,000	50,000	104	100%
Aug-20	474	1,661,000	54,000	114	108%
Jul-20	468	1,542,000	50,000	107	100%
Jun-20	463	1,594,000	53,100	115	106%
May-20	459	1,545,000	49,800	108	100%
Apr-20	453	1,372,000	46,000	102	95%
Mar-20	443	1,344,000	43,000	26	%98
Feb-20	432	1,156,000	40,000	93	80%
Jan-20	426	1,129,000	36,000	85	72%
TOTALS		17,578,000	47,991.67	103	%96



Open Work Orders for Pond maintenance & repair:

WO#:	Location:	Work scheduled:	
No open WO's at this time			



Completed Work Orders for Pond maintenance and repair:

WO#:	Location:	Work scheduled:
1701893	Mary Elise Way, DP 2-2	Add grass seed around Pond area
1701898	Mary Elise Way, DP 2-2	Clean silt out of Inlet structure
2053455	591B Katie Dr, DP 2-4	Replace rock that washed out on road to Pond
2135542	Jacksdaw Dr, DP 3-1	Erosion issue at outfall/spillway, area around erosion control fabric and French drain s eroding
2155301	Mary Elise Way, DP 2-2	Clean Inlet
2155305	Reunion Blvd, DP 2-3	Clean Inlet
2276034	Jacksdaw Dr, DP 3-1	Clean Inlet – full of silt
2276039	Reunion Blvd, DP 2-3	Clean Inlet – full of vegetation and silt
2319072	591B Katie Dr, DP 2-4	Replace broken stack located in the sand basin
2319078	591B Katie Dr, DP 2-4	Clean Inlet by fence on far right, clean deep ditch inlet in back
2319098	Jacksdaw Dr, DP 3-1	Clean Inlet
2367082	591B Katie Dr, DP 2-4	Clean silt out of sand bay area so it will drain, clean splitter box – clean silt so it won't hold water, grade in front of splitter box in front of inlet
2387972	RRWCID District Area	Clean all storm outlets as identified on TCEQ Inspection
2466755	591B Katie Dr, DP 2-4	Replaced lock on gate
2483580	591B Katie Dr, DP 2-4	Reset No Trespassing sign
2483622	Mary Elise Way, DP 2-2	Safety issue on trail, Metal edging above ground, replace missing red/white striped gate arm
2396347	Jacksdaw Dr, DP 3-1	Clean silt from inlet — holding water
2543838	Jayne CV	Needs cleaning, remove leaves
2546492	Reunion Blvd, DP 2-3	Clean Inlet

Reunion Ranch Blvd DP 2-3	
Redilion Ration Blvd, D1 2 3	Weld Ring onto end of gate to secure chain, clean inlets
Denise Cove Storm Drain	Clear vegetation from Bull Rock, remove sediment from inlet
Mary Elise Way, DP 2-2	Clean silt & vegetation from inlet – holding water – work has started
591B Katie Dr, DP 2-4	Investigate deep trench, remove vegetation – work has started
Reunion Ranch DP 2-3	Re-investigate if loop is still welded to gate to attach chain
591B Katie Dr, DP 2-4	Clean sediment from inlet
Mary Elise Way, DP 2-2	Brush removal
Reunion Blvd DP 2-3	Clean sediment from inlet
Mary Elise Way, DP 2-2	Small Erosion issue, hole forming by Inlet – work has started
Jacksdaw Dr, DP 3-3	Erosion issue at embankment of Pond – work has started
Jacksdaw Dr, DP 3-1	Investigate/repair washout in Bull rock, remove damaged silt fencing
Mary Elise Way, DP 2-2	Remove dirt pile from embankment
Katie Dr, DP 2-4	Repair ruts and erosion, clear vegetation from outfall pipe
Mary Elise Way, DP 2-2	Clear vegetation around outfall
Katie Dr, DP 2-4	Erosion along embankment
Jacksdaw Dr, DP 3-3	Add lock gate togate at pond entrance
Denise Cove Storm Drain	Clean inlet
Jane Cove Storm Drain	Clean inlet
	Mary Elise Way, DP 2-2 591B Katie Dr, DP 2-4 Reunion Ranch DP 2-3 591B Katie Dr, DP 2-4 Mary Elise Way, DP 2-2 Reunion Blvd DP 2-3 Mary Elise Way, DP 2-2 Jacksdaw Dr, DP 3-3 Jacksdaw Dr, DP 3-1 Mary Elise Way, DP 2-2 Katie Dr, DP 2-4 Mary Elise Way, DP 2-2 Katie Dr, DP 2-4 Jacksdaw Dr, DP 3-3 Denise Cove Storm Drain

2873609	Mary Elise Way, DP 2-2	Locate and clear vegetation around outfall
2873620	591B Katie Dr DP 2-4	Clear vegetation around outfall pipe
2922386	Mary Elise Way DP 2-2	Clean inlet, erosion present at shoreline & inlet/outlet structures



DRAIN OUTLET

DISTRICT:	DISTRICT: REUNION RANCH	
DATE:	9/21/2022	
WO#:	2972687	
TECH.:	TAMMY YBARRA	

DENISE COVE - STORM DRAIN ٨ ΑN ΑX Y/N A/N Ϋ́ Ø/N N/A ¥, A/A XX Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)? Was sediment found in the under drain piping? Remove open clean out tops and check Are all inlets in area clear of debris and sediment? Emergency bypass valve closed and operational Condition of vegetation around the out fall pipe Sediment depth In the sand filter area? Joes the pond drain within 48 hours? rees or brush found in basin area? Is vegetation below 18" in helght? Discharge valve open operational Sediment depth in the forbay? Condition of the media? Frash found at site? ond water level Pond Location

COMMENTS:





OPERALIONS WO #: 22 STORMWATER POND INSPECTION TECH:: T

DISTRICT: REUNION RANCH DATE: 9/21/2022 WO #: 2972687 TECH.: TAMMY YBARRA

JANE COVE - STORM DRAIN

Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?

Emergency bypass valve closed and operational Are all inlets in area clear of debris and sediment?

COMMENTS

Discharge valve open operational

Was sediment found in the under drain piping? Remove open clean out tops and check

Condition of vegetation around the out fall pipe

ls vegetation below 18" in height? Trees or brush found in basin area?

Condition of the media?

Sediment depth in the sand filter area?

Trash found at site?

Does the pond drain within 48 hours?

Pond Location Pond water level Sediment depth in the forbay?

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STORMWATER POND INSPECTION WET PONDS

 DISTRICT:
 REUNION RANCH

 DATE:
 9/21/2022

 WO #:
 2972687

 TECH.:
 TAMMY YBARRA

Pond Location	WQP 2-2 (MARY ELISE)
Pond water level?	FULL
Inlets in good structural condition?	YES
Inlets clear of accumulated sediment or debris?	YES
Trash found at site?	ON
Sinkhole, cracks or seeps visible in the embankment?	YES
Erosion present at shoreline?	YES
Erosion occuring around the inlets or outlet structures?	YES
Discharge valve open operational?	N/A
Condition of vegetation around the out fall pipe?	GOOD
Execessive algae blooms present?	ON
Invaisve plants present?	ON
Trees or woody vegetation present on the dam or embankment?	ON
Sediment has accumulated and reduced the volume of the pond?	NO DATA
Aerator	INSTALLED / SOLAR POWERED
COMMENTS:	
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	DISTRICT: REUNION RANCH
(O) INTRAMARA	DATE: 9/20/2022
WATER INFRASTRUCTURE OPERATIONS	WO #: 2972687
STORMWATER POND INSPECTION	TECH.: TAMMY YBARRA
WET PONDS	
Pond Location	WQP 2-3 (ACROSS 249 REUNION RANCH)
Pond water level?	FULL
Inlets in good structural condition?	YES
Inlets clear of accumulated sediment or debris?	ON
Trash found at site?	ON
Sinkhole, cracks or seeps visible in the embankment?	ON
Erosion present at shoreline?	ON
Erosion occuing around the inlets or outlet structures?	ON
Discharge valve open operational?	N/A
Condition of vegetation around the out fall pipe?	ON
Execessive algae blooms present?	ON
Invaisve plants present?	NO
Trees or woody vegetation present on the dam or embankment?	ON
Sediment has accumulated and reduced the volume of the pond?	NO DATA
COMMENTS:	



WITH PERFORMANCE AND MAKE WITH PERFORMANCE POINTING PROPERTION PROPERTION	\\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	DISTRICT: REUNION RANCH
alls, etc.)?	⊘ INTKAMAKK	
alls, etc.)?	WATER INFRASTRUCTURE OPERATIONS	
alls, etc.)?	STORMWATER POND INSPECTION	
alls, etc.)?	SAND FILTER SYSTEM	
alls, etc.)?	Pond Location	WQP 2-4 (END OF KATIE)
alls, etc.)?	Pond water level	DRY
alls, etc.)?	Does the pond drain within 48 hours?	YES
alls, etc.)?	Sediment depth in the forbay?	2"-3"
alls, etc.)?	Sediment depth in the sand filter area?	2"-3"
alls, etc.)?	Trash found at site?	NO
alls, etc.)?	Is vegetation below 18" in height?	YES
alls, etc.)?	Trees or brush found in basin area?	ON
alls, etc.)?	Condition of the media?	G00D
alls, etc.)?	Condition of vegetation around the out fall pipe	OK
rainage, retaining walls, gabian walls, etc.)?	Was sediment found in the under drain piping? Remove open clean out tops and check	ON
	Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	ON
	Trickle Channel or Splitter Box	OK/HAS SMALL AMOUNT OF SEDIMENT
	Emergency bypass valve closed and operational	N/A
COMMENTS:	Are all inlets in area clear of debris and sediment?	ON
	COMMENTS	
	COMMENTS:	



- CWI

WET PONDS

NSTRICT: REUNION RANCH DATE: 9/20/2022 NO #: 2972687 ECH: TAMMY YBARRA	T	T. T.

WQP 3-1 (BEHIND 3105 REUNION RANCH)

90% YES YES YES NA

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COMMENTS	S. Silver			W.		J.
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NO DATA

Trees or woody vegetation present on the dam or embankment?
Sediment has accumulated and reduced the volume of the pond?

GOOD

Erosion occuing around the inlets or outlet structures?

Condition of vegetation around the out fall pipe?

Execessive algae blooms present?

Invaisve plants present?

Discharge valve open operational?

Sinkhole, cracks or seeps visible in the embankment?

Erosion present at shoreline?

Inlets clear of accumulated sediment or debris?

Trash found at site?

Inlets in good structural condition?

Pond Location Pond water level? 9 9



	DISTRICT: REUNION RANCH	
N FRAMARK	DATE: 9/20/2022	
WATER INFRASTRUCTURE OPERATIONS	WO #: 2972687	
STORMWATER POND INSPECTION	TECH.: TAMMY YBARRA	
WET PONDS		
Pond Location	WQP 3-3 (Behind 3142 Reunion Ranch)	(L
Pond water level?	%09	
Inlets in good structural condition?	N/A	
Inlets clear of accumulated sediment or debris?	N/A	
Trash found at site?	ON	
Sinkhole, cracks or seeps visible in the embankment?	YES	
Erosion present at shoreline?	YES	
Erosion occuing around the inlets or outlet structures?	N/A	
Discharge valve open operational?	YES	
Condition of vegetation around the out fall pipe?	G00D	
Execessive algae blooms present?	ON	
Invaisve plants present?	ON	
Trees or woody vegetation present on the dam or embankment?	ON	
Sediment has accumulated and reduced the volume of the pond?	NO DATA	
COMMENTS:		



Pond Maintenance Report RR RR Blvd												
Aquatic Features, Inc.												
6611 Burnet Lane												
Austin, IX 78757 Service Dates	13th,24th	1st,22nd	10th,24th	8 th ,22nd	13 th ,24th	9 th , 23 rd	7 th ,21st	11 th ,25th 16 th ,22nd	16 th ,22nd			
	Jan	Feb	Mar	Apr	May	Inn	Jol.	Aug	Sep	Oct	Nov	Dec
1) Debris and litter removal	40 Gal	40 Gallons	40 Gallons	20 Gallons	10 gallons	>10 gallons	>10 gallons		>10 gallons >10 gallons			
2) Vegetation condition for water quality	Good	Good	G00d	Good	Poog	Good	Poop	Good	Good			
3) Control of Nusance Vegetation-Chemical Applications	Yes	None	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
Algae	Yes	None	Yes	None	Yes	Yes	Yes	Yes	Yes			
Marginal/Shore Plants	None	None	None	Yes	Yes	None	None	None	None			
Submerged Plants	None	None	None	Yes	None	None	None	None	None			
Invasives: Mosquite, Willow, Salt Cedar	None	None	None	None	Yes	None	None	None	None			
4) Vegetation removal or request for removal	None	None	None	None	None	None	None	None	None			
5) Monitor slopes inside, top and outside pond banks	Good	900g	Pooo	Good	900g	Good	D005	Good	Poop			
6) Monitor Inlet and Outlet and Concrete Ramps Structures	Good	Good	Good	Good	Good	Good	Good	Good	Good			
Sedimenation build up	Present	Present	Present	Present	Present	Present	Present	Present	Present			
7) Monitor fountain Control panel timers, float, lights, cable, moorings												
8) Mosquito fish	Present	Present	Present	Present	Present	Present	Present	Present	Present			
9) Unusal occurences and Notes	See Note 1	See Note 1	ee Note 1 See Note 1 See Note 1 None	None	None	None	None	None	None			

Note 1: Considerable increase in trash with new contruction of houses taking place near pond.

Pond Maintenance Report RR Jacksdaw												
Aquatic Features, Inc.												
6611 Burnet Lane												
Austin, TX 78757												
Service Dates	13th,24th 1st,22nd	1st,22nd	10th,24th 8 th ,22nd		13",24th 9", 23"		7 th ,21st	11 th ,25th 16 th ,22nd	16 th ,22nd			
	Jan	Feb	Mar	Apr	May	Jun	lol	Aug	Sep	Oct	Nov	Dec
1) Debris and litter removal	10 gallons	15 Gallons	20 Gallons	10 Gallons	10 Gallons	<10 gallons <10 gallons	<10 gallons	<10 gallons	<10 gallons			
2) Vegetation condition for water quality	Good	Good	Good	Good	Good	Good	Good	Good	Good			
3) Control of Nusance Vegetation-Chemical Applications	٨	Yes	Vps	Yes	Yes	Урс	Yes	٧٩٧	None			
* The state of the	3 7	3 3	2	2014			3 - 2					
Algae	, es	res	i i	None	e c	5	ŝ	163	None			
Marginal/Shore Plants	None	None	None	Yes	Yes	Yes	None	None	None			
Submerged Plants	None	None	None	Yes	None	None	None	None	None			
Invasives: Mosquite, Willow, Salt Cedar	None	None	None	None	Yes	Yes	None	None	None			
4) Vegetation removal or request for removal	None	None	None	None	None	None	None	None	None			
5) Monitor slopes inside, top and outside pond banks	Good	Poog	Bood	Good	Good	Poop	Good	Good	Good			
6) Monitor Inlet and Outlet and Concrete Ramps Structures Sedimenation build up	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present			
7) Monitor fountain Control panel timers, float, lights, cable, moorings												
8) Mosquito fish	Present	Present	Present	Present	Present	Present	Present	Present	Present			
9) Unusal occurences and Notes	None	None	None	None	None	None	None	None	None			

Pond Maintenance Report RR Jacksdaw												
Aquatic Features, Inc. 6611 Burnet Lane												
Austin, TX 78757 Service Dates	13th.24th	1st.22nd	10th.24th 8 th ,22nd	8 th ,22nd	13 th ,24th	9th, 23rd	7 th .21st	11 th .25th	11 th .25th 16 th .22nd			
	Jan	Feb	Mar	Apr		Jun	Jul Jul	Aug		Oct	Nov	Dec
1) Debris and litter removal	<10 gallons	<10 gallons	<10 gallons	<10 gallons	<10 gallons	<10 gallons	<10 gallons	<10 gallons	<10 gallons			
2) Vegetation condition for water quality	Good	Poop	Good	Good	Good	Good	Good	Good	Poob			
3) Control of Nusance Vegetation- Chemical Applications	None	None	None	Nane	Yes	Yes	Yes	Yes	Yes			
Algae	None	None	None	Nane	Yes	Yes	Yes	Yes	Yes			
Marginal/Shore Plants	None	None	None	None	None	Yes	None	None	None			
Submerged Plants	None	None	None	None	None	None	None	None	None			
Invasives: Mosquite, Willow, Salt Cedar	None	None	None	None	None	Yes	None	None	None			
4) Vegetation removal or request for removal	None	None	None	None	None	None	None	None	None			
5) Monitor slopes inside, top and outside pond banks	Poop	Good	Good	Good	Good	Good	Good	Good	Poop			
6) Monitor Inlet and Outlet and Concrete Ramps Structures Sedimenation build up	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present			
7) Monitor fountain Control panel timers, float, lights, cable, moorings												
8) Mosquito fish	Present	Present	Present	Present	Present	Present	Present	Present	Present			
9) Unusal occurences and Notes	None	None	None	None	None	None	None	None	None			

						res.						
Pond Maintenance Report RR Windmill Aquatic Features, Inc. 6611 Burnet Lane Austin, TX 78757												
Service Dates	13th,24th <u>Jan</u>	1st,22nd Feb	10th,24th Mar	8 th ,22nd Apr	13 th ,24th May	9 th , 23 rd Jun	7 th ,21st	11 th ,25th	16 th ,30th Sep	Ö	Nov	Dec
Debris and litter removal Vegetation condition for water quality	10 gallons Good	15 Gallons Good	40 Gallons Good	40 Gallons Good	10 Gallons Good	<10 gallons	<10 gallons <10 gallons	<10 gallons 10 Gallons	10 Gallons			
3) Control of Nusance Vegetation- Chemical Applications	Yes	None	None	Yes	Yes	Yes	Yes	Yes	None e			
Algae Marginal/Shore Plants	Yes None	None	None	None Yes	None Yes	None Yes	Yes None	Yes None	None None			
Submerged Plants Invasives: Mosquite, Willow, Salt Cedar	None	None	None None	Yes None	None Yes	None Yes	None None	None None	None None			
4) Vegetation removal or request for removal	None	None	None	None	None	None	None	None	None			
5) Monitor slopes inside, top and outside pond banks	Poog	Good	Good	Good	Good	Good	Good	Poop	Poop			
6) Monitor Inlet and Outlet and Concrete Ramps Structures Sedimenation build up	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present	Good Present			
7) Monitor fountain Control panel timers, float, lights, cable, moorings												
8) Mosquito fish	Present	Present	Present	Present	Present	Present	Present	Present	Present			
9) Unusal occurences and Notes	None	None	None	None	None		None	None	None			

SEPARATION PAGE

WILLATT & FLICKINGER, PLLC

MEMORANDUM

Date:

October 13, 2022

From:

Bill Flickinger

To:

BOARD OF DIRECTORS

Subject:

REUNION RANCH WCID - RATE ORDER CHANGES

Dear Directors,

Attached is a redline version of the Amended Rate Order.

President Dennis Daniel made suggestions to reorganize the Rate Order and eliminate ambiguous or confusing sections. His goal was to make the Rate Order more understandable to residents. Dennis Daniel did not propose any substantive changes.

The only substantive change in this draft is on page 13 relating to Leak Billing Adjustments. That portion has been highlighted in yellow.

BF

ORDER ESTABLISHING WATER AND WASTEWATER SERVICE RATES, CHARGES, TAP FEES AND SOLID WASTE DISPOSAL/RECYCLING FEES AND ADOPTING GENERAL POLICIES WITH RESPECT TO THE DISTRICT'S WATER, WASTEWATER AND DRAINAGE SYSTEMS

October 18, 2022 May 17, 2022

THE STATE OF TEXAS \$
COUNTY OF HAYS \$

WHEREAS, pursuant to Chapters 49 and, 51-and 54, Texas Water Code, the Board of Directors (the "Board") of Reunion Ranch WCID (the "District") is authorized to adopt and enforce all necessary rates, charges, fees, and deposits for providing District facilities or services;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF Reunion Ranch WCID as follows:

I. General Policies.

- A. <u>Definitions</u>. For purposes of this Order, the following terms shall have the meanings indicated:
 - "Connection" shall mean and refer to each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.
 - 2. "District's representative" shall mean and refer to the general manager of the District or another representative or employee of the District acting pursuant to the direction of the general manager or the Board of Directions of the District.
 - 3. "LUE" shall mean a single unit of service, defined as the typical flow (in gallons per day) that would be produced by a single-family resident. The number of LUE's needed for a connection shall be determined in accordance with the methodology, calculations and procedures used by the West Travis County Public Agency (WTCPUA) for determining LUE conversions by land use that are in effect at the time a connection is needed.
 - 4. The Rules" shall mean and refer to such rules and regulations as the District may adopt pursuant to Section 51.127, Texas Water Code. The term "Rules" shall specifically include, but shall in no respect limited to, the District's "Amended Rules and Regulations Governing Water and

- Sanitary Sewer Facilities, Service Lines, Connections, Erosion Control, Trash Removal and District Property.
- "Systems" shall mean and refer to the District's water, wastewater, and drainage systems.
- 6. "Erosion Control Inspection" shall mean verification of proper silt fencing, inlet protection, and trash contamination.
- 7. "Site Inspection" shall mean review, inspection, and general overview of lot before construction begins.
- 8. "Slab Line Inspection" shall mean verification of non-connection between potable and non-potable water connections; including service line.
- 9. "Wall Line Inspection" shall mean verification of non-connection between potable and non-potable water connections; before wall enclosure.
- "Fixture Inspection" shall mean verification of non-connection between potable and non-potable water connections; includes correct connections of faucet, hose bib, washing machine, dishwasher connections, etc.
- 11. "Final Inspection" shall mean complete inspection of entire lot before builder/owner closure of property.
- B. <u>All Services Required</u>. Except as otherwise expressly authorized in the Rules, no service shall be provided by and through the District's System unless the applicant agrees to receive both water and wastewater service from the District.
- C. <u>All Services Charged</u>. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation, organization, or entity.
- D. Other Utilities. Prior to installing underground cables, pipelines, or other facilities in the area of the District water supply and sanitary sewer collection lines, representatives of utility companies shall meet with the District's representative to file such companies' construction plans and schedules and to review the engineering plans illustrating the location of the District's lines.

II. Connections to the District's Systems.

A. Applications for Connections.

- Forms and Requirements. Any party desiring to make a connection to the
 District's Systems shall first make an application to the District's
 representative in the form approved by the Board of Directors of the
 District. The applicant shall, upon request, furnish the District's
 representative with evidence that the party who will actually install the tap
 and connecting line has comprehensive general liability insurance in the
 minimum amounts of \$300,000.00 bodily injury and \$50,000.00 property
 damage, with an underground rider and a completed operations rider.
- 2. Review and Approval Process. The District's representative shall review all applications for connections to the District's Systems. In the event that the District's representative finds that the materials to be used and the procedures and methods to be followed in laying the line and making the connection are equal to or better than the standards and are in compliance with all terms and conditions of the Rules, the District's representative may approve the application and the proposed connection, subject to such terms or conditions as the District's representative deems necessary or convenient to accomplish the purpose and objectives of the Rules.
- B. Payment of Fees. Any party desiring to make a connection to the District's water and wastewater system shall pay the appropriate water tap fee and/or sewer tap fee and impact fee to the District's representative at the time the application for such connection is made. No connection shall be made until such fees are paid.

C. Water Impact Fees per LUE and Tap Fees.

1. Water Impact Fee. An impact fee of \$5,250.00 for each LUE for each water tap within the amended final plat of Reunion Ranch Section One, or within the amended final plat of Reunion Ranch Section Two, shall be charged and collected by the District for all taps on any residential, office, retail, commercial or industrial property within those sections. An impact fee equal to the then current West Travis County Public Utility Agency impact fee, for each LUE for each water tap and property not within the amended final plat of Reunion Ranch Section One or the amended final plat of Reunion Ranch Section Two shall be charged and collected by the District for all taps on any residential, office, retail, commercial or industrial property.

-2. Tap Fees. The District's water tap fees shall be as follows:

Meter Size Water Tap Fee 5/8" x 3/4" \$500.00 \$500.00 1" \$1,000.00

Over 1" To be provided at time of application

The District's wastewater tap fees shall be as follows:

Residential \$500.00 Commercial \$1,000.00

Sewer tap installation involving excavation of the sewer main shall be performed by the District at cost plus 25% in addition to the above tap fee.

The owner of a water or sewer tap may transfer a purchased tap from one lot within the District to another lot within the District upon application to the District and shall pay a fee of \$30.00

Expiration of Taps: Reservation of capacity through the pre-purchase of water and wastewater taps will expire eighteen (18) months after date of purchase of said tap.

D. <u>District Required Inspection Fees</u>:

- Residential. The District's fee for each inspection of a water tap for a single-family residence or duplex residence dwelling unit (with individual meters for each dwelling unit) is \$75.00 per meter.
- 2. The District's fee for each inspection of a wastewater tap for a single-family residence or duplex residence dwelling unit (with individual meters for each dwelling unit) is \$75.00 per meter.
- 3. The District's fee for the final sewer inspection is \$250.00 this inspection includes televising of the lines. A sewer service camera inspection shall be required when gravity flow sewer lines exist between the house and main sewer line.
- 2. Commercial. The District's fee for each inspection of a water tap for commercial structure (including apartment complexes) is \$100.00 per hour. An estimated cost will be determined during the tap application process. The fee for the first inspection must be paid at the time the tap is purchased. The fee for any additional inspections must be paid to the District's representative at the time the inspection is requested.

- 5. The District's fee for the first inspection of a wastewater tap for a commercial structure (including apartment complexes) is \$100.00 per hour. An estimated fee will be determined during the tap application process. Fees are due at the time the tap is purchased. The Fee for any additional inspections must be paid to the District's representative at the time the inspection is requested.
- Pools. The District's fee for the two inspections of installation of a pool after the initial construction o shall be \$100.00. Any required reinspection shall incur an additional fee of \$50.00.
- Grinder Pump Station. Grinder Station Inspection Fee will be assessed at \$150.00 per inspection.
- Backflow Prevention, Backflow Inspections Fee will be assessed at \$75.00 per device.
- Backflow Inspections Fee will be assessed at \$75.00 per device.
- Grinder Station Inspection Fee will be assessed at \$150.00 per inspection.
- 8. The District's fee for the two inspections of installation of a pool shall be \$100.00. Any required reinspection shall incur an additional fee of \$50.00.
- E. Customer Service Inspections (New Construction). The District will conduct inspections of new residential and commercial construction as required by the TCEQ. Inspections will include erosion, cross-connections, site slab line, wall line, fixture and final site survey a fee of \$350.00 is required for these inspections. In addition, an inspection will be performed on all new irrigation systems, pools, spas, water purification systems, etc. fees will be \$50.00. The applicable inspection fees will be paid at the time of purchase of the water and wastewater tap for the new construction. If an inspection is failed, a re-inspection fee of \$75.00 will be assessed for any re-inspection required. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed, and the re-inspection fee will be assessed.
- F. Transfer Fee. A customer who desires to transfer service from one address within the District to another address shall pay a transfer fee of \$30,00 which shall be collected at the time of the transfer of service. Customers who have a twenty-four (24) month or more prompt payment record shall not be required to pay said Transfer Fee.

G. Security Deposit Residential.

Residential. A security deposit of \$150.00 per connection shall be paid to the District's representative by each residential customer either prior to the initiation of service or billed on the first month's water bill. Security deposits shall not be transferable to another party and shall be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer. Following eighteen (18) months of prompt payment, when due, of the District's utility bills, a customer who owns and occupies a residence within the District shall, upon written request to the District's representative, be entitled to a refund of its security deposit; provided however, that the District may require the customer to replace the security deposit in the event the customer thereafter makes late payments for two (2) or more consecutive months.

At its option, the District may apply all or any part of a customer's security deposit against any delinquent bill of the customer. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees, whether because of the customer's delinquency or upon the customer's request. Any portion of the deposit remaining after deduction of such amounts shall be refunded to the customer. In no event shall the security deposit bear interest for the benefit of the customer.

- Commercial Security Deposit. An amount equal to \$100.00 times the number of fee units or \$10,000.00 whichever is less.
- Pool Deposit. A customer who installs a pool shall provide a deposit of \$1,500.00 which shall be applied as provided in the District's Rules and Regulations.
- 4. Homebuilder Deposit. Each homebuilder within the District must maintain a builder deposit of (i) \$1,000.00, if one house is being constructed by the homebuilder; or (ii) \$2,000.00, if more than one house is being constructed by the homebuilder. No taps will be sold to a homebuilder until this deposit is paid. Homebuilder deposits are non-transferable, and any inspection fees coming due to the District may be charged against this deposit.

At its option, the District may apply all or any part of a Homebuilder's deposit against any delinquent bill of the builder. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees, whether because of the builder's delinquency or upon the builder's request. Any portion of the deposit remaining after deduction of such amounts shall be refunded to the builder. In no event shall the Homebuilder's deposit bear interest for the benefit of the builder

G. Transfer Fee. A customer who desires to transfer service from one address within

the District to another address shall pay a transfer fee of \$30.00 which shall be collected at the time of the transfer of service. Customers who have a twenty-four (24) month or more prompt payment record shall not be required to pay said Transfer Fee.

- H. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap, sewer tap, and/or inspection shall be the responsibility of the applicant for such connection and shall be payable to the District upon demand.
- I. Homebuilder Deposit. Each homebuilder within the District must maintain a builder deposit of (i) \$1,000.00, if one house is being constructed by the homebuilder; or (ii) \$2,000.00, if more than one house is being constructed by the homebuilder. No taps will be sold to a homebuilder until this deposit is paid. Homebuilder deposits are non-transferable, and any inspection fees coming due to the District may be charged against this deposit.

At its option, the District may apply all or any part of a Homebuilder's deposit against any delinquent bill of the builder. Upon discontinuation of service, the deposit shall be applied against amounts due, including any disconnection fees, whether because of the builder's delinquency or upon the builder's request. Any portion of the deposit remaining after deduction of such amounts shall be refunded to the builder. In no event shall the Homebuilder's deposit bear interest for the benefit of the builder.

J. <u>Pool Deposit</u>. A customer who installs a pool shall provide a deposit of \$1,500.00 which shall be applied as provided in the District's Rules and Regulations.

III. Water and Wastewater Service.

- A. Applications for Service. On or before two (2) business days prior to activation of service, any party desiring to receive service from the District's water or wastewater systems shall make an application for such service to the District's representative in the form approved by the Board of Directors of the District. All applications shall be made by the record owner or renter of the property for which service is being requested. Proof of residency shall be furnished to the District's representative upon request. Application fee is set at \$30.00. If requested and same day activation of service is possible, such expedited Application fee is set at \$50.00.
- B. Grinder Pump Systems. The Customer shall install a pressure sewer system component, hereinafter referred to as a grinder pump system ("Grinder Pump System") in those circumstances where the elevation and/or slope of the Property in relation to the location of the District's System requires the installation of a

pressure sewer system in order to transport Customer's sewage to the District's System.

- Design and Installation. The District shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump System by the Customer. The Customer shall obtain from the District's engineer the design requirements for the Grinder Pump System for the Property. The design requirements shall be determined by the District's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ.
- Inspection Prior to Service. The District shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the District at least five (5) business days' notice requesting an inspection.
- Maintenance and Repair. The Customers shall immediately notify the District upon discovery of any alarm or possible malfunction of the Grinder Pump.
- 4. Right of Access. The Customer will provide the District with a right of access to the Customer's property at any time in case of an emergency and at all other reasonable times in a non-emergency case for the purposes of making any improvements, maintenance, repairs, and replacement of any components of the Grinder Pump System, including any Service Lines from the pump to the wastewater collection system and the service isolation valve in order to protect the integrity of the System.
- Supply of Power. The Customer shall be responsible for supplying power to the Grinder Pump System and for all costs associated with supplying power associated with the operation of the Grinder Pump System.
- 6. Ownership. The District and the Customer agree that the Grinder Pump System is the property of the Customer; however, once the Grinder Pump System is installed, it becomes an integral component of the District's System and not as a part of the home plumbing for the Property as required by the Rules of the TCEQ.

B.C. Water and Sewer Service Rates. The following rates and charges for the sale of water and the collection and disposal of sewage shall be in effect for residential

customers, including multi-family and apartment, and commercial customers within the District from the effective date of this Order.

- C. The Customer shall install a pressure sewer system component, hereinafter referred to as a grinder pump system ("Grinder Pump System") in those circumstances where the elevation and/or slope of the Property in relation to the location of the District's System requires the installation of a pressure sewer system in order to transport Customer's sewage to the District's System.
- D. Design and Installation of Grinder Pump Systems. The District shall have the right to prior approval of the design of the Grinder Pump System, including materials, equipment, and location of the Grinder Pump System, prior to installation of the Grinder Pump System by the Customer. The Customer shall obtain from the District's engineer the design requirements for the Grinder Pump System for the Property. The design requirements shall be determined by the District's engineer and shall be in accordance with the rules of the TCEQ for alternative sewage collection systems, as those rules are amended by the TCEQ.
- E. Inspection of Installed Grinder Pump Systems Prior to Provision of Service. The District shall have the right to inspect and approve the installed Grinder Pump prior to initiation of service to the Property. The Customer shall give the District at least five (5) business days' notice requesting an inspection.
- F. The District will Maintain and Repair Installed Grinder Pump Systems. The Customers shall immediately notify the District upon discovery of any alarm or possible malfunction of the Grinder Pump.
- G. The Customer will provide the District with a right of access to the Customer's property at any time in case of an emergency and at all other reasonable times in a non-emergency case for the purposes of making any improvements, maintenance, repairs, and replacement of any components of the Grinder Pump System, including any Service Lines from the pump to the wastewater collection system and the service isolation valve in order to protect the integrity of the System.
 - The Customer-shall be responsible for supplying power to the Grinder Pump System and for all costs associated with supplying power associated with the operation of the Grinder Pump System.
- I. The District and the Customer agree that the Grinder Pump System is the property of the Customer; however, once the Grinder Pump System is installed, it becomes an integral component of the District's System and not as a part of the home plumbing for the Property as required by the Rules of the TCEQ.

General Provisions.

a. Bills for Sewer Service.

Bills for sewer service shall be computed (i) on the basis of the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January, and February; or (ii) on the basis of the customer's current monthly water bill, whichever is less.

- b. If a residential customer does not have an acceptable history of water usage during the preceding December, January, and February, the customer's monthly sewer bill shall be calculated based upon (i) the customer's current monthly water usage; or (ii) on the basis of 4,000 gallons water usage per month, whichever is less.
- e— If a nonresidential customer does not have an acceptable history of water usage during the preceding December, January, and February, the customer's monthly sewer bill shall (i) be calculated based upon the customer's current monthly water usage; or (ii) be calculated by measuring actual sewage volume, on a basis acceptable to the District, at the expense of the customer, and correlating such volume to the schedule set forth below.
- d. For purposes of calculating monthly water rates for irrigation meters, the winter average shall be deemed to be 5,000 gallons per month per Living Unit Equivalent.
- e.— Anything herein to the contrary notwithstanding, no charge for wastewater service shall be made based on water used as a result of a Special Connection authorized pursuant to the Rules.
- b. Form of Payment. Payments, other than delinquent accounts, may be made in the form of personal check, credit card, cashier's check or money order. Customers of the District may also pay monthly bills via alternative payment options provided through the District, the District's representative, or third-party service providers, including but not limited to, online check and credit card payments, check and credit card payments processed by telephone, automatic monthly debt programs, and other payment option as they become available. All alternative payment options offered by the District are provided merely as a convenience to customers and such alternative payment options may be discontinued by the District at any time in its sole discretion. Certain payment options are made available through third party service providers who may charge fees in connection with such payment options. Such fees are the sole responsibility of the customer and are separate and apart from any

amount owed by the customer to the District. Non-payment of any such fees shall subject the customer to termination of service in accordance with this Order. If any customer payment is refused or returned by the processing financial institution, the District will charge the customer a return item fee of \$25.00. Acceptable payment options for delinquent accounts are restricted as specified elsewhere in this Order.

Meter Re-reads and Tests.

Any party desiring to have a meter reading confirmed is subject to a \$50.00 fee if it is found that the meter read is reading correctly. Such fee will be assessed to the customer's next water bill.

An accuracy test may be performed at the written request of the customer. If the results from the accuracy test prove to be 95% or above accurate, a charge in the amount of \$100.00 will be assessed to the customer's next water bill.

f. Payments, other than delinquent accounts, may be made in the form of personal check, credit card, cashier's check or money order. Customers of the District may also pay monthly bills via alternative payment options provided through the District, the District's representative, or third party service providers, including but not limited to, online check and credit card payments, check and credit card payments processed by telephone, automatic monthly debt programs, and other payment option as they become available. All alternative payment options offered by the District are provided merely as a convenience to customers and such alternative payment options may be discontinued by the District at any time in its sole discretion. Certain payment options are made available through third party service providers who may charge fees in connection with such payment options. Such fees are the sole responsibility of the customer and are separate and apart from any amount owed by the customer to the District. Non-payment of any such fees shall subject the customer to termination of service in accordance with this Order. If any customer payment is refused or returned by the processing financial institution, the District will charge the customer a return item fee of \$25.00. Acceptable payment options for delinquent accounts are restricted as specified elsewhere in this Order.

g. Any party desiring to have a meter reading confirmed is subject to a \$50.00 fee if it is found that the meter read is reading correctly and such fee will be assessed to the customer's next water bill.

h. An accuracy test may be performed at the written request of the customer. If the results from the accuracy test prove to be 95% or above accurate, a charge in the amount of \$100.00 will be assessed to the customer's next water bill.

Monthly Rates for In-District Water, Effluent, and Sewer-Rates.

Residential customers shall be charged for water as follows:

Commented [GS1]: This section speaks to confirming a meter reading. The later on page 13 speaks to the meter itself.

Basic Service Charge Water Per LUE

\$40.00

Gallon Charge for Water (per 1,000 gallons)	3.50	0 - 10,000 gallons
	3.85	10,001 - 15,000 gallons
	4.40	15,001 - 20,000 gallons
	5.65	20,001 - 25,000 gallons
	7.00	25,001 - 30,000 gallons
	12.00	30,001 - 40,000 gallons
	15.00	40,001 and over

Homeowner Associations shall be charged for water as follows:

Basic Service Charge Water Per LUE

\$40.00

Gallon gallons)	Charge	for	Water (per	1,000	2.50	Per 1,000 gallons
Bullotta						

EFFLUENT RATES (Effective on May 17, 2022).

Homeowner Associations shall be charged a monthly base fee of \$0.00 and a volume charge of \$0.00 per 1,000 gallons for use of effluent for irrigation.

All other customers wishing to use effluent must enter into a separate agreement with the District.

All customers shall be charged for wastewater as follows:

Basic Service Charge Wastewater Per LUE

\$35.00

Gallon Charge for Wastewater (per 1,000 gallons)	3.25	Per 1,000 gallons
--------------------------------------------------	------	-------------------

3. Fire Hydrant Meter Fees. Sale of water on a temporary basis from fire hydrants within the District shall be requested from the District's representative. There shall be charged and collected for each fire hydrant meter application fee of \$30.00, an installation fee of \$125.00 and a security deposit of \$2,000.00. It is understood that such installation fee shall include a required back flow prevention test. The security deposit shall be refunded to the applicant at the time the meter is returned in good working order less any amounts due for damage to the meter, other equipment, or water bills due.

Leak Billing Adjustments.

- Customers may contact the District if they believe their water bill is unusually high, possibly due to a leak in the water system, and the following procedures will be followed to determine if a billing adjustment is appropriate:
- a. The District's Representative reviews the water usage to confirm the monthly usage is higher than the average time of year and will ask the customer if there was a leak in the home or irrigation.
- b. If the customer had a leak and has a repair invoice for an underground leak or irrigation repair made in the time associated with the highwater use, the District's Representative will calculate the total water use down to the first tier's rate in accordance with the following: if any adjustment is made, the current/leak usage will be compared to the prior years' usage for the same time period, which shall not exceed three months, and then the amount of water loss due to the leak will be billed to the customer at the lowest tiered rate for the period of the leak not to exceed three-months in any 12-month period. Any late fees will not be waived-
- c. If the customer had a leak and has not repaired it, the District's Representative will request that the customer hire a plumber to investigate. No leak adjustment will be considered without a repair for an underground leak or irrigation repair.
- d. If the customer believes there is no leak causing high water usage, the District's Representative will offer to test the meter to determine if the District meter is recording water flow incorrectly.
 - i. If the meter results show there is an issue with the meter adverse to the customer, the District's Manager will adjust the billing to an average of water use over the last year's average during the same season.
 - If the meter is tested and there are no issues adverse to the customer, the customer will pay for the testing. The charge is \$50.00.

The District's Representative may offer a payment plan up to 3 months. The Board must approve a longer payment plan.

For residential customers, the District's Representative shall, in cases where the approved water billing adjustment is for usage in December, January or February, also adjust the monthly usage for purposes of calculating the winter average, to the amount of usage in that month in the preceding year. For Homeowner Associations, the District's Representative shall, in cases where a water billing adjustment is approved for a non-irrigation meter, also adjust the wastewater billing to amount billed in the same month of the prior year, if the nature of the leak is such that the leaking water likely did not enter the District's wastewater system.

Delinquent Accounts and Discontinuation of Service.

- A. Due Date. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due on the due date as specified on the bills and shall become delinquent if not paid as set forth on the bills. For accounting purposes only, and with District board approval, the District's representative shall write off accounts receivable over ninety (90) days past due. This shall in no way relieve the past due customer of any liability for payment. The District's representative shall turn all overdue accounts over to a collection agency for appropriate action.
- Late Charge. A late charge of ten percent (10%) of the amount of the bill shall be added for each monthly billing date the delinquent amount, including a delinquent stand-by fee, remains unpaid. If a bill remains delinquent for fifteen (15) days, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by United States Mail, First Class. A delinquent bill renders the entire account delinquent and the entire account must be paid in full in order to avoid interruption of service. The notice shall state the date upon which water service shall be terminated, which date shall be not less than seven (7) days from the date such notice is sent. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's representative, whose telephone number shall also be given in such notice. Provided, however, that in the event the customer contacts the District's representative within such seven (7) day period, the District's representative may, at its option, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District's representative. Prior to termination, the customer shall receive three (3) days notice of such termination by the District's representative placing the notice at the customer's service address. After termination of service, payment by the customer of delinquent amounts due and reconnection charges shall be payable only credit card, money order, or cashier's check. No personal checks will be accepted

- C. Dishonored Checks. Water service shall be discontinued in accordance with this Section for any account for which a check for payment has been dishonored by the financial institution. Prior to termination, the customer shall receive a three (3) day notice of such termination by the District's representative placing the notice at the customer's service address. Payment by the customer who has presented a dishonored check shall be made by credit card, money order, or cashier's check. Personal checks will not be accepted. The District further reserves the right to charge a customer paying a bill with a check which is dishonored an amount established from time to time by the District's representative, which amount shall be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District
- D. Reconnection of Service after Discontinuation. If service to a Customer is discontinued for nonpayment of a delinquent bill or for any cause legally authorized (including discontinuation upon a Customer's request), the charges set forth below shall apply, and such charges must be paid prior to reconnection. In addition to the charges set forth below, and in addition to any required replenishment of a Customer's security deposit previously established under Section II(F) herein, an additional reconnection security deposit of \$150.00, payable in accordance with this Order, shall be paid prior to service being restored. Upon payment of the reconnection security deposit by a Customer, such deposit shall be retained and administered in accordance with Districts rate order. Payment of all deposits, fees and charges under this Section must be in the form of cash, cashier's check, or money order.

When meter has been removed	\$100.00	
When meter has not been removed	\$ 40.00	
Additional after-hours charge (after 4 p.m.)	\$100.00	

Wastewater System. Two times the cost to the District.

The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.

6. Unauthorized Use of Water.

Except as provided in Section VII below, any person, corporation, or other entity which takes or uses water without prior authorization of the District violates this Rate Order and shall be subject to a penalty of \$200.00 for each breach of this provision and shall be charged for water taken or used at the applicable rates as established in the foregoing. Each day that a breach of this section continues shall be considered a separate breach. All water use, other than by grants of the District, will be through a meter provided to the user by the District. The District shall not allow use of District water or connection to the District's water system until all outstanding penalties assessed have been paid. This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law. Board determination of a violation is required in order to levy a penalty and upon such determination, notice in writing shall be delivered to the person, corporation, or entity held in violation providing said person the opportunity to appear before the Board and address the imposition of said penalty.

- 7. Amounts Owed to The District Resulting from Enforcement of District Rules. Fines, penalties, costs, expenses, reimbursements and any other charges imposed by the District pursuant to enforcement of the Rules shall be added to and included on the bills sent monthly to customers, and in accordance with Texas Water Code Section 49.212, shall be subject to the treatment of delinquent accounts as hereinafter provided
- 4. Amounts Owed to The District Resulting from Enforcement of District Rules. Fines, penalties, costs, expenses, reimbursements and any other charges imposed by the District pursuant to enforcement of the Rules shall be added to and included on the bills sent monthly to customers, and in accordance with Texas Water Code Section 49.212, shall be subject to the treatment of delinquent accounts as hereinafter provided.

The District shall charge each customer any regulatory assessment required by the Texas Commission on Environmental Quality.

2. Delinquent Accounts and Discontinuation of Service.

- A. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due on the due date as specified on the bills and shall become delinquent if not paid as set forth on the bills. For accounting purposes only, and with District board approval, the District's representative shall write off accounts receivable over ninety (90) days past due. This shall in no way relieve the past due customer of any liability for payment. The District's representative shall turn all overdue accounts over to a collection agency for appropriate action.
- B. A late charge of ten percent (10%) of the amount of the bill shall be added for each monthly billing date the delinquent amount, including a delinquent stand by

fee, remains unpaid. If a bill remains delinquent for fifteen (15) days, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by United States Mail, First Class. A delinquent bill renders the entire account delinquent and the entire account must be paid in full in order to avoid interruption of service. The notice shall state the date upon which water service shall be terminated, which date shall be not less than seven (7) days from the date such notice is sent. Such notice shall state the time and place at which the account may be paid and that any errors in the bill may be corrected by contacting the District's representative, whose telephone number shall also be given in such notice. Provided, however, that in the event the customer contacts the District's representative within such seven (7) day period, the District's representative may. at its option, allow the customer to make arrangements to pay the delinquent amount in installments to be approved by the District's representative. Prior to termination, the customer shall receive three (3) days notice of such termination by the District's representative placing the notice at the customer's service address. After termination of service, payment by the customer of delinquent amounts due and reconnection charges shall be payable only credit card, money order, or cashier's check. No personal checks will be accepted.

- C. Water service shall be discontinued in accordance with this Section for any account for which a check for payment has been dishonored by the financial institution. Prior to termination, the customer shall receive a three (3) day notice of such termination by the District's representative placing the notice at the customer's service address. Payment by the customer who has presented a dishonored check shall be made by credit card, money order, or cashier's check. Personal checks will not be accepted.
- D. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorneys' fees.

E. The District further reserves the right to charge a customer paying a bill with a check which is dishonored an amount established from time to time by the District's representative, which amount shall be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District.

IV. Reconnection of Service after Discontinuation.

Charge for Reconnection. If service to a Customer is discontinued for nonpayment of a delinquent bill or for any cause legally authorized (including discontinuation upon a Customer's request), the charges set forth below shall apply, and such charges must be paid prior to reconnection. In addition to the charges set forth below, and in addition to any required replenishment of a Customer's security deposit previously established under Section II(F) herein, an additional reconnection security deposit of \$150.00, payable in accordance with this Order.

shall be paid prior to service being restored. Upon payment of the reconnection security deposit by a Customer, such deposit shall be retained and administered in accordance with Districts rate order. Payment of all deposits, fees and charges under this Section must be in the form of eash, eashier's check, or money order.

A. Water System.

When meter has been removed \$100.00

When meter has not been removed \$ 40.00 Additional after hours charge (after 4 p.m.) \$100.00

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VIII. Leak Billing Adjustments.

Customers may contact the District if they believe their water bill is unusually high, possibly due to a leak in the water system, and the following procedures will be followed to determine if a billing adjustment is appropriate:

1. The District's Representative reviews the water usage to confirm the monthly usage is higher than the average time of year and will ask the customer if there was a leak in the home or irrigation.

a. If the customer had a leak and has a repair invoice for an underground leak or irrigation repair made in the time associated with the highwater use, the District's Representative will calculate the total water use down to the first tier's rate.

b. If the customer had a leak and has not repaired it, the District's Representative will request that the customer hire a plumber to investigate. No leak adjustment will be considered without a repair for an underground leak or irrigation repair.

e. If the customer believes there is no leak eausing high water usage, the District's Representative will offer to test the meter to determine if the District meter is recording water flow incorrectly.

i. If the meter results show there is an issue with the meter adverse to the customer, the District's Manager will adjust the billing to an average of water use over the last year's average during the same season.

ii. If the meter is tested and there are no issues adverse to the customer, the customer will pay for the testing. The charge is \$50.00.

- 2. The District's Representative may offer a payment plan up to 3 months. The Board must approve a longer payment plan.
- 3. For residential customers, the District's Representative shall, in cases where the approved water billing adjustment is for usage in December, January or February, also adjust the monthly usage for purposes of calculating the winter average, to the amount of usage in that month in the preceding year. For Homeowner Associations, the District's Representative shall, in cases where a water billing adjustment is approved for a non-irrigation meter, also adjust the wastewater billing to amount billed in the same month of the prior year, if the nature of the leak is such that the leaking water likely did not enter the District's wastewater system.

IVX. Water Conservation and Drought Contingency Plan

The District's Water Conservation and Drought Contingency Plan are incorporated by reference into this Rate Order, specifically including, but not limited to, the enforcement provisions in Section 6.4. The Water Conservation and Drought Contingency Plan may be amended from time to time. Such amendments shall also be incorporated in their entirety when adopted by the Board.

X. Transfer of Service.

In the event service at an address is to be transferred from one customer name to another customer name, there shall be assessed the following charge:

Transfer fee: \$30.00

VXI. Filing of Order.

The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

$\underline{V1X14}$. The effective date of this Orde 2022.	r shall be the next billing cycle after October 18 May 1
	Dennis Daniel Terri Purdy, Vice President Board of Directors
ATTEST:	
Ronald F. Meyer, Secretary	
Board of Directors (DISTRICT SEAL)	

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