

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: December 9th, 2021
TO: BOARD OF DIRECTORS – REUNION RANCH WCID
FROM: George Murfee, P.E.
RE: Engineer’s Report – November 2021
CC: Mike Moyer – Taylor Morrison
Bill Flickinger – Willatt & Flickinger

MEC File No.: 12002.110

Wastewater Flows and Projections

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.

WWTP Expansion

The contractor has finished the new fence around the plant and is in the process of moving construction equipment and conducting site clean-up. MEC provided Excel with a punch list of items that need to be addressed in order to obtain final completion. Due to uncertainty on the delivery time on parts/materials, the contractor is not able to provide a firm date to complete the remaining items.

210 Irrigation

MEC submitted the Cost-Share Application to the LCRA on October 28th, 2021. While waiting for a response, MEC is starting the design phase of implementing the effluent irrigation pump to complete the 210 conversion.

The 210 authorization includes the following table of effluent quality requirements:

Table 1. Type I Quality Requirements

Parameter	Limit	Limit Type
Turbidity	3 NTUs	30-day average
BOD ₅	5 mg/l	30-day average
<i>E. coli</i>	20/100 ml	30-day geometric mean (MPN or CFU)
<i>E. coli</i>	75/100 ml	maximum single grab sample (MPN or CFU)

Texas Senate Bill No. 3 – Emergency Preparedness Plan

MEC has submitted requests for critical load status for the wastewater treatment plant and both lift stations through Pedernales Electric Cooperative, Inc. Additionally, letters identifying critical infrastructure were sent to Public Utility Commission of Texas, Texas Division of Emergency Management, Hays County Office of Emergency Management, and Pedernales Electric Cooperative Inc. as per the requirements of Senate Bill 3. PEC sent a notice regarding SB3 and Critical Load Designations on December 2nd, which is attached to this report.

The next steps include working closely with Inframark on the development of the Emergency Preparedness Plan that is due March 1st, 2022 to the TCEQ.

Emergency Preparedness Plan for District Wastewater Facilities

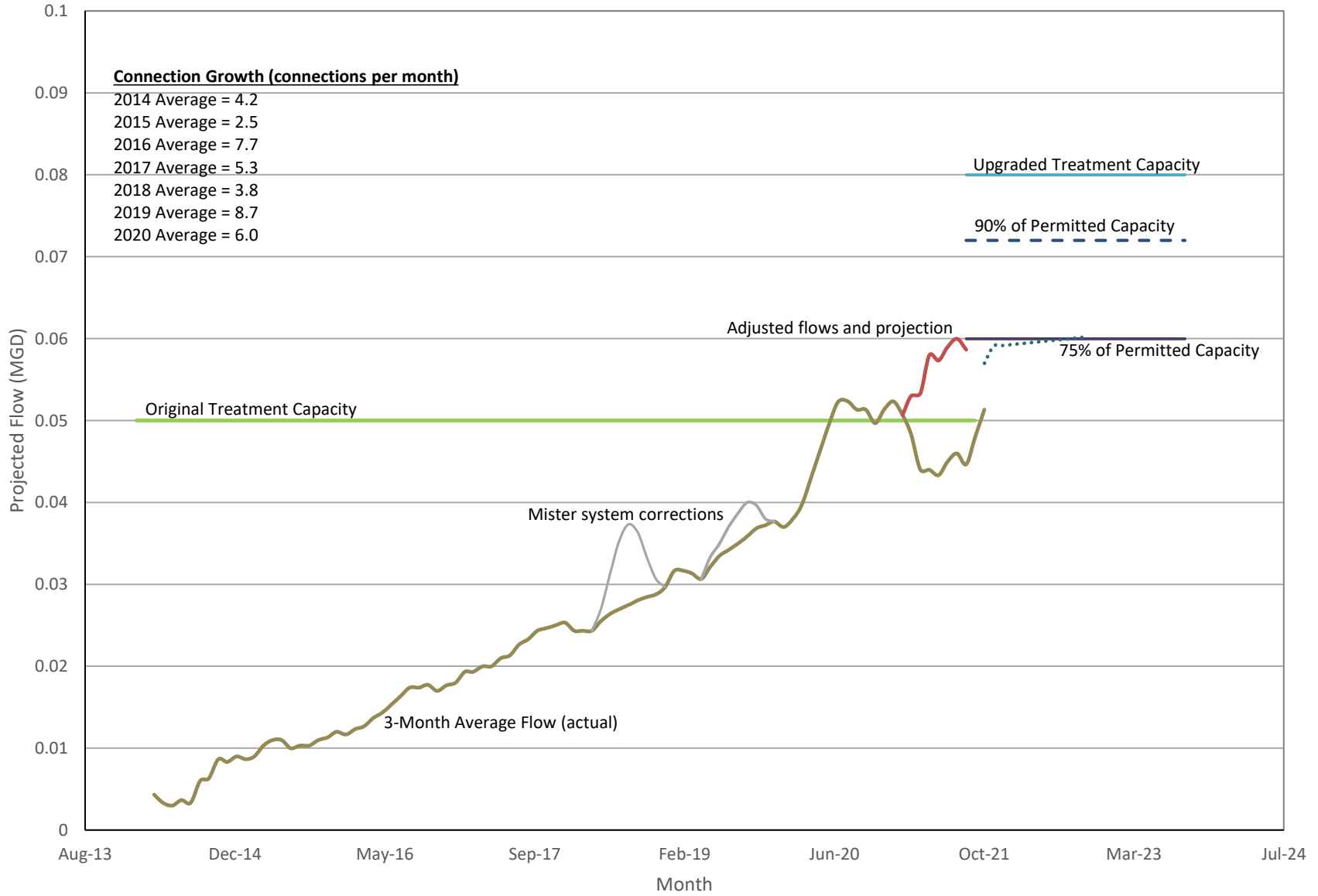
MEC has included the proposal for this work.

Capital Improvements/Maintenance for Fiscal Year 2022

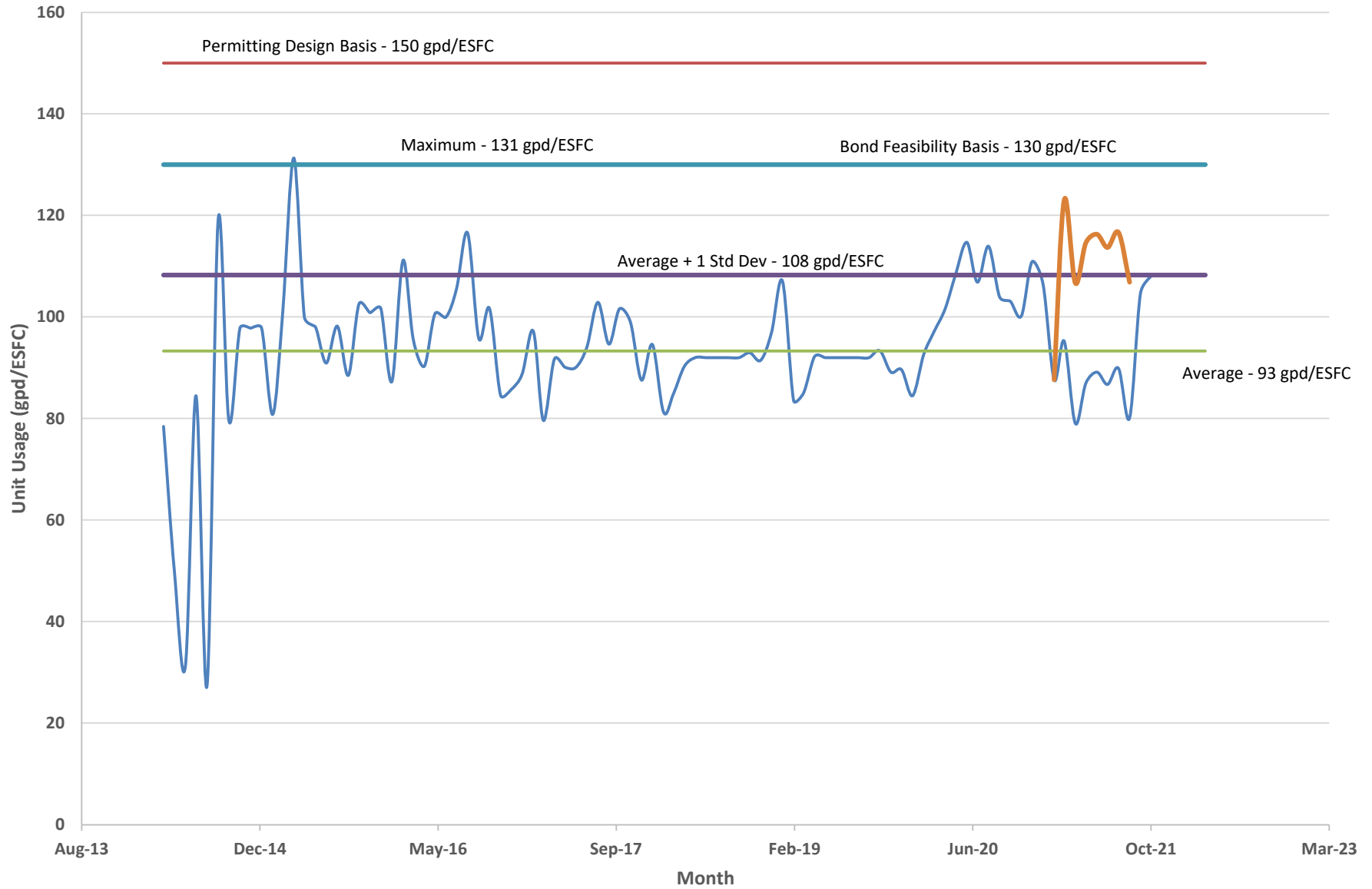
Several items were included in the budget for this year, a table of the projects is included on the following page.

Project	Description	Original Budget	Actual Contract Cost	Cost to Date	Estimated Start	Estimated Completion
Mary Elise Pond Aerator	Install a pond aeration system at the pond off of Mary Elise Way, will require running electricity to the pond.	\$ 10,000.00	\$ 4,825.00		May-22	Jul-22
Mary Elise Pond Pedestrian Access	Install a better walking surface in the maintenance access easement, this would likely be done by bringing in smaller gravel to fill in the spaces around the rip rap down the center of the drive for a width of about 3'.	\$ 2,500.00			Mar-22	May-22
210 Irrigation Skid Installation	Install a pump skid capable of providing effluent to the various irrigation areas in the District, including associated engineering efforts.	\$ 130,000.00			May-22	Sep-22
SADDS Skid Cover	Inframark's contractor to install a cover over the SADDS Skid to protect the equipment from weather.	\$ 5,000.00			Feb-22	May-22
WWTP Odor Inspection	Use 3rd party odor consultant to evaluate the odor at and around the WWTP during the peak odor season.	\$ 10,000.00			Jul-22	Aug-22
Wet Ponds Solids Assessment	Aquatic Features will evaluate the volume of solids in the wet ponds and make a recommendation about solids removal.	\$ 2,100.00	\$ 1,200.00		Jul-22	Aug-22

Reunion Ranch WCID Wastewater Flow Projections



Reunion Ranch WCID WWTP Unit Usage Analysis





Reunion Ranch WCID
C/O Bott & Douthitt
P. O. Box 2445
Round Rock, Texas 78680-2445-45

By Certified Mail
No. 7020 1290 0000 5863 9383

CRITICAL NOTICE REGARDING SENATE BILL 3 AND CRITICAL LOAD DESIGNATIONS

You are receiving this letter as an identified Water Utility registered with the Public Utility Commission of Texas (PUCT) within the counties served by Pedernales Electric Cooperative, Inc. (PEC or Cooperative).

PEC is committed to its Core Value of Service, and provides the following information to affected water utilities resulting from Senate Bill 3 and changes to Texas Water Code (TWC) Section 13.1394, passed during the 2021 Legislative Session.

PEC understands that affected water utilities must now prepare and implement an Emergency Preparedness Plan (EPP) to provide water during an extended power outage greater than 24 hours. This information is provided in order to help affected water utilities understand the services PEC is able to provide to its members, as well as an explanation of possible service limitations.

CRITICAL INFORMATION FOR WATER UTILITIES

PEC DOES NOT GUARANTEE UNINTERRUPTED SERVICE

PEC does not guarantee an uninterrupted, regular, or continuous power supply. Section 300.9.6 of PEC's Tariff and Business Rules for Electric Service (Tariff) addresses Continuity of Service, and if continuous service is required, the Member must install the necessary equipment. (See: https://www.pec.coop/wp-content/uploads/tariff/Tariff_and_Business_Rules.pdf)

CRITICAL LOAD DESIGNATION

PEC classifies its nonresidential locations into three categories for its Critical Load Program:

1. Public Safety – Critical water and wastewater facilities are within this category
2. Industrial
3. Natural gas infrastructure

Locations registered in PEC's Critical Load Program are not exempt from planned or unplanned service interruptions or ERCOT-directed load shed activities. When planned outages or service interruptions for nonpayment are scheduled, the Cooperative will attempt to provide advance notice so preparations can be made. For unplanned outages, the Cooperative will prioritize Critical Load Program participants for restoration as much as practicable. This Program does not guarantee priority electric service restoration, and locations registered in the Program are not exempt from planned service interruptions.



During ERCOT-directed load shed events, locations registered in the Critical Load Program are placed in a latter group on PEC's load shed rotation list, but will still be subject to load shed.

Additional information on PEC's Critical Load Program is available at <https://www.pec.coop/your-service/critical-load-program>. PEC's Commercial & Industrial Accounts team can answer additional questions, and may be contacted by emailing CommercialAccounts@peci.com.

PEC has received information from your entity, however, please ensure you have completed the proper forms and requirements for PEC's Critical Load Application.

NON-STANDARD FACILITIES DESIGN PROCESS & MEMBER RESPONSIBILITIES

Affected water utilities may have several options when implementing their EPP, including measures that range from obtaining various forms of back-up generation, hardening the electric transmission and distribution system serving the affected water utility, or securing dedicated electrical feeds for the affected water utility.

Section 400.9 of PEC's Tariff addresses the provision of non-standard delivery service and facilities, which include in part, but are not limited to, facilities necessary to provide dual feed, automatic and manual transfer switches, service through more than one Point of Delivery, redundant facilities, and non-standard facilities in excess of those normally required for service.

Members or Applicants requesting non-standard facilities will be responsible for all costs associated with the engineering, installation, maintenance, and material costs required to provide and maintain these non-standard facilities. The Cooperative reserves the right to convert or deny non-standard facilities installations if the Cooperative determines that such service may have an adverse impact on the Cooperative's Delivery System or service provided to another Member. (See: [https://www.pec.coop/wp-content/uploads/tariff/Tariff and Business Rules.pdf](https://www.pec.coop/wp-content/uploads/tariff/Tariff%20and%20Business%20Rules.pdf))

Member water utilities may elect to compare costs for modifications to PEC's existing facilities installed to serve the site to the other EPP options, and PEC has two options for obtaining a cost estimate for non-standard services.

1. Member water utilities may hire a PEC prequalified engineering firm to design alternative electrical configurations to serve their facilities. PEC will review those designs, and the Member is responsible for paying all of PEC's costs for that review as noted below pursuant to Tariff Sections 400.16 and 500.4.
2. PEC may prepare a high-level estimate pursuant to Tariff Sections 400.16 and 500.4, which addresses Planning Design Fees. The Planning Redesign Fee is \$500 or actual cost, whichever greater. The Member water utility must pay \$500 in advance, and will be billed for any actual costs that exceed \$500. Member will be responsible for all actual costs.



NON-STANDARD FACILITIES – LIMITATIONS DURING LOAD SHED EVENTS

While facilities such as dual feeds, automatic and manual transfer switches, service through more than one Point of Delivery, and redundant facilities are generally effective to ensure service during normal planned and unplanned outages, in emergency events, including ERCOT-directed load shed (given the uncertainty around potential severity of load shed conditions), PEC cannot guarantee the full operation and availability of installed non-standard facilities, including use of multiple different feeders.

NON-STANDARD FACILITIES ONGOING MEMBER RESPONSIBILITIES

Non-standard facilities essentially reserve capacity on PEC's systems that may otherwise be used to serve other Members. PEC reserves the right, and intends to review these non-standard facilities during future rate analysis to ensure all costs associated with such facilities are appropriately assigned through adequate ongoing rates.

Section 400.9 of PEC's Tariff states neither a Member nor an Applicant may perform service or maintenance to equipment located on the Cooperative's Delivery System. PEC will perform annual maintenance on all non-standard equipment at the sole expense of the Member. If all or any part of non-standard equipment must be replaced, the cost for replacement will be the sole responsibility of the Member. If a Member requests removal of non-standard equipment, the cost for removal will be the sole responsibility of the Member.

CONTACT INFORMATION

For additional inquiries into the information provided, you may reach out to the Cooperative's Commercial & Industrial Accounts team by emailing CommercialAccounts@peci.com or call 888-554-4732, Extension 5049.

Account 3001313424



Travis County WCID
C/O Bott & Douthitt
P. O. Box 2445
Round Rock, Texas 78680-2445-45

By Certified Mail
No. 7020 1290 0000 5863 9444

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Account 3000008804

An Agreement for the Provision of Limited Professional Services

Consultant:

Murfee Engineering Co., Inc.
1101 S. Capital of Texas Hwy., Bldg. D
Austin, TX 78746
512-327-9204
gmurfee@murfee.com
TBPE Firm No. F353

Client:

Reunion Ranch WCID
c/o Willatt & Flickinger, Attorneys at Law
12912 Hill Country Blvd., Suite F-232
Austin, Texas, 78738

Date: December 6, 2021

MEC Project No.: 12002.____

Project Name/Location: Develop an Emergency Response Plan for the Wastewater Treatment Plant and Lift Stations

Scope/Intent and Extent of Services: The purpose of this effort is to assess the District’s wastewater infrastructure and determine the critical items as well as to provide guidance on improving system reliability. In addition to this assessment, the information needed during a disaster will be compiled into one document along with plans for the following hazards: physical security, power loss, and cyber security. The estimated deliverable date for the completed plan is January of 2023.

Phase I - Development of EPP

- Task 1.0 – Data Collection
- Task 1.1 – Response Plan Development
- Task 1.2 – Emergency Response Plan Report

Task 1.0 – Data Collection

MEC will work with Inframark to collect the following information:

1. Utility Information
 - 1.1. Utility Overview
 - 1.2. Personnel Information
 - 1.3. Utility Components
 - 1.4. Safety
 - 1.5. Response Resources
 - 1.6. Key Local Services
2. Resilience Strategies
 - 2.1. Emergency Response Roles
 - 2.2. Incident Command System (ICS) Roles
 - 2.3. Communication
 - 2.3.1. Internal Communication
 - 2.3.2. External Response Partner Communication
 - 2.3.3. Communication Equipment Inventory

- 2.4. Media Outreach
- 2.5. Public Notification Templates
- 3. Emergency Plans and Procedures
 - 3.1. Core Response Procedures
 - 3.2. Incident-Specific Response Procedures
- 4. Mitigation Actions
 - 4.1. Storage and Treatment Mitigation Actions
 - 4.2. Other Mitigation Actions
- 5. Detection Strategies

Task 1.1 – Response Plan Development

MEC will develop the following response plans:

- 1. Access
- 2. Physical Security
- 3. Cybersecurity
- 4. Power Loss
- 5. Alternate Wastewater Services
- 6. Utility Personnel Well Being

Task 1.2 – Emergency Response Plan Report

MEC will complete the Emergency Response Plan Report following the template provided by the Environmental Protection Agency. The information and plans developed in the previous two tasks will be used to complete the report.

Phase 2 – Implementation of the ERP

The efforts involved in Phase 2 are to be detailed under a separate and subsequent proposal. This effort will include implementing procedures and plans that are include in the ERP.

Fee Arrangement: Engineering service fees are proposed on a time and materials (T&M) basis, per the existing Rate Schedule, with estimated amounts as follows:

<u>Phase I - Development of EPP</u>	
Project Management and Coordination	\$11,500
Identification of Critical Infrastructure	\$7,000
Data Collection	\$10,000
Emergency Preparedness Plan Report	\$5,000
<hr/>	
Sub-Total for Phase I	\$33,500

TOTAL for the Project (Phase I only) – \$33,500

Estimated fee will not be exceeded without prior approval of Client.

Terms and Conditions: The Terms and Conditions of the general engineering services agreement are a part of this Agreement. The following terms and conditions are hereby incorporated;

Interested Parties:

MEC acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. MEC confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Agreement, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the MEC executes and submits the Agreement to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by the District is expressly made contingent upon MEC's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

Conflicts of Interest:

MEC acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. MEC confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting the Agreement to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

Verification Under CH. 2271, Texas Government Code:

If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), MEC represents and warrants and declares under penalty of perjury that, at the time of execution and delivery of the Agreement, neither MEC, nor any wholly or majority-owned subsidiary, parent company, or affiliate of MEC that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. MEC understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with MEC.

Verification Under Subchapter F, CH. 2252, Texas Government Code:

For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "Subchapter F"), MEC represents and warrants and declares under penalty of perjury that, neither MEC, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or

affiliate of MEC that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described within Subchapter F and posted on the Comptroller's internet website at:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. MEC understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with MEC.

Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies:

If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), MEC represents and warrants and declares under penalty of perjury that, at the time of execution and delivery of the Agreement, neither MEC, nor any wholly or majority-owned subsidiary, parent company, or affiliate of MEC that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries:

If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), MEC represents and warrants and declares under penalty of perjury that, at the time of execution and delivery of the Agreement, neither MEC, nor any wholly or majority-owned subsidiary, parent company, or affiliate of MEC that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, *Texas Government Code*.

MEC has attempted to be as thorough as possible in the preparation of this proposal; however, there may be unforeseen items not included in the above-described work which will need to be addressed. If

necessary, MEC will perform such additional items (as authorized) on an hourly basis in conformance with the approved Rate Schedule.