

ORDER ESTABLISHING WATER AND WASTEWATER SERVICE
RATES, CHARGES, TAP FEES AND ADOPTING GENERAL POLICIES WITH RESPECT
TO THE DISTRICT’S WATER, WASTEWATER AND DRAINAGE SYSTEMS

February 20, 2024

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, pursuant to Chapters 49 and 51, 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. Definitions. For purposes of this Order, the following terms shall have the meanings indicated:

1. “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 Chapter 49 and 51, Texas Water Code.
5. “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.
10. "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. All Services Required. 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. 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.

1. 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 equal to the then current West Travis County Public Utility Agency impact fee, for each LUE for each water tap 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
3/4" x 3/4"	\$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	\$750.00
Commercial	\$2,000.00

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. District Required Inspection Fees.

1. 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.

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.

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 a 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.

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.

3. Pools. The District's fee for the two inspections of installation of a pool after the initial construction shall be \$100.00. Any required reinspection shall incur an additional fee of \$50.00.
4. Grinder Pump Station. Grinder Station Inspection Fee will be assessed at \$200.00 per inspection.
5. Backflow Prevention. Backflow Inspections Fee will be assessed at \$85.00 per device.

- 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 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.

1. 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.

2. Commercial Security Deposit. An amount equal to \$100.00 times the number of fee units or \$10,000.00 whichever is less.

3. 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. A customer that also needs access through District property or easement during construction shall pay an additional access security deposit in an amount determined by the District's engineer and manager to be sufficient for complete restoration of the District property or easement following construction. The customer shall be responsible for restoration of District

property or easement and if the customer fails to fully restore District property or easement the District shall use the deposit to make the necessary repairs and rehabilitation. During pool construction, a customer must ensure no material, vehicles, trailers, or other machinery are stored or kept on District property or easement. If such deposits are insufficient to cover the costs of repair, the additional costs shall be added to the customer's next water bill. In addition to the provisions of this paragraph, customers are subject to all enforcement provisions in the District's Rules.

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.

- 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.

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. All application requests received after 2:00 PM, on a standard business day, will be subject to an additional fee of \$150.00, should same day service be requested.
- 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.

1. 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.
 2. 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.
 3. Maintenance and Repair. The customer 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.
 5. 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.
- 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.

1. 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.

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.

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.

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.

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.

c. 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.

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

Residential customers shall be charged for water as follows:

Basic Service Charge Water Per LUE \$41.60

Gallon Charge for Water (per 1,000 gallons)	\$3.64	0 – 10,000 gallons
	\$4.00	10,001 – 15,000 gallons
	\$4.58	15,001 – 20,000 gallons
	\$5.88	20,001 – 25,000 gallons
	\$7.28	25,001 – 30,000 gallons
	\$12.48	30,001 – 40,000 gallons
	\$15.60	40,001 and over

Homeowner Associations shall be charged for water as follows:

Basic Service Charge Water Per LUE \$41.60

Gallon Charge for Water (per 1,000 gallons)	\$2.60	Per 1,000 gallons
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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 \$36.40

Gallon Charge for Wastewater (per 1,000 gallons)	\$3.38	Per 1,000 gallons
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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.

4. 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 high water 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. The Water Conservation and Drought Management Committee has the authority to approve leak adjustments not exceeding \$2,000.00. Any

leak adjustment in excess of \$2,000.00 requires approval by the Board of Directors.

- 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.
 - 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.

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.

5. 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.

- b. 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 by 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(G) 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 this 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	\$150.00
When meter has not been removed	\$ 60.00
Additional after-hours charge (after 4 p.m.)	At cost, not to exceed \$250.00

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.

Any person, corporation, or other entity which takes or uses water without prior authorization of the District violates this 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. The District shall charge each customer any regulatory assessment required by the Texas Commission on Environmental Quality.

IV. Water Conservation Plan and Drought Contingency Plan.

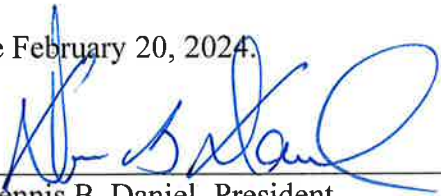
The District's Water Conservation Plan and Drought Contingency Plan are incorporated by reference into this Rate Order, specifically including, but not limited to, the enforcement provisions in Section 10.1. The Water Conservation Plan and Drought Contingency Plan may be amended from time to time. Such amendments shall also be incorporated in their entirety when adopted by the Board.

V. 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.

VI. Effective Date.

The effective date of this Order shall be February 20, 2024.



Dennis B. Daniel, President
Board of Directors

ATTEST:



Ronald F. Meyer, Secretary
Board of Directors

(DISTRICT SEAL)