

## TEMPORARY EMERGENCY SERVICE INTERCONNECT AGREEMENT

This Temporary Emergency Interconnect Agreement (the “Agreement”) is entered into to be effective on the 30<sup>th</sup> day of March 2020 (the “Effective Date”) by and between the San Antonio Water System Board of Trustees, a water, wastewater, and water reuse utility organized under Article 1115 V.A.T.S, and City Ordinance No. 75686 (the “Indenture Ordinance”), and by and through its President and CEO, Robert R. Puente, pursuant to Board Resolution No. 2020-127, (“SAWS”) and SWWC Utilities Inc., a Delaware corporation (the “Requesting Purveyor”), with respect to SAWS providing a temporary emergency interconnect to the Requesting Purveyor under the following conditions:

Whereas, SAWS and the Requesting Purveyor now desire to execute this Temporary Emergency Interconnect Agreement (2020 Agreement); and

Whereas, SAWS and the Requesting Purveyor enter into this Agreement to further the water security of the Country Bend neighborhood; and

Now Therefore, the Parties agree as follows:

1. The Requesting Purveyor agrees that SAWS has the obligation to first provide water service to its customers not located in the area to be served through the temporary emergency interconnect. SAWS has the right to not sell water through the temporary emergency interconnect if it has determined that first priority customers would be adversely impacted. The Requesting Purveyor understands and agrees that SAWS, in its sole discretion, may terminate the temporary emergency interconnect at any time and reject any future temporary emergency interconnect interconnects.
2. All temporary emergency interconnections shall be charged the interconnect water service rate and billed in accordance with City of San Antonio Ordinance #101684 and as may be amended or replaced from time to time. Impact fees will not be charged by SAWS for a temporary emergency interconnect.
3. Physical connections to SAWS infrastructure for the temporary emergency interconnect shall be funded entirely by the Requesting Purveyor. The Requesting Purveyor must apply for a Water Connection Permit through SAWS’ Counter Service Division. SAWS must approve the engineering plans and inspect the construction of the connection prior to activating the emergency connection. Construction of the connection must comply with all SAWS’ specifications and regulations.
4. The Requesting Purveyor has one temporary emergency interconnection point to SAWS distribution system (Attachment I):
  - 26827 Nelson Hill, Boerne, TX., 4” Service Line, Account No. 000139881-0139882-0001

5. SAWS shall furnish, operate and maintain, at its own expense the necessary metering equipment and other devices required for properly measuring the quantity of water delivered to the Requesting Purveyor. The SAWS obligations under this Contract shall terminate at the established point of delivery.
6. Activation of the connection is temporary and shall be limited to conditions necessitated by mechanical failure of the Requesting Purveyor's system.
  - The connection shall not be used as the mechanism to delay repairs or modifications to the Requesting Purveyor's system.
  - Activation of the connection shall be performed by SAWS staff.
7. Each activation of the temporary emergency interconnect shall not exceed 30 consecutive calendar days. If more than 30 consecutive calendar days are needed to repair the mechanical failure with the system, the Requesting Purveyor shall submit a written request to SAWS. SAWS will then reassess the request to determine if adequate water supply is available for SAWS first priority customers and also for the temporary emergency interconnect.
8. Water use from the temporary emergency interconnect, by the Requesting Purveyor, shall be limited solely to domestic indoor use. All outdoor water use is prohibited including but not limited to: landscape irrigation, filling or topping off of swimming pools, car washing, and washing imperious cover such as driveways.
9. The Requesting Purveyor shall develop and implement a water conservation plan using the applicable elements of 30 TAC Chapter 288. The Requesting Purveyor agrees to make available a copy of the approved Conservation Plan to SAWS upon request.
10. The temporary emergency interconnect is not intended to serve as a supplemental source due to declining water supply and cannot be used to avoid acquiring additional water supplies or to avoid building redundant infrastructure.
  - The temporary emergency interconnect cannot be used to satisfy any redundancy or back-up infrastructure or water supply requirements, including those that may be prescribed by the Texas Commission on Environmental Quality (TCEQ).
  - If the Requesting Purveyor does not have an adequate water supply to meet customer demand, a wholesale connection may be requested, however, SAWS shall have the discretion to accept or reject such a request.
  - A wholesale connection will require an engineering study to determine compatibility with SAWS' master plan, the availability of capacity, and if additional facilities will be required.

- A wholesale connection will require the payment of impact fees.
  - A wholesale connection will require that a take or pay wholesale contract be executed between SAWS and the Requesting Purveyor.
11. Requesting Purveyor shall contact SAWS at 210-704-SAWS (7297) to initiate activation of the temporary emergency interconnect.
12. The term of this Agreement commences on the Effective Date and shall remain in full force and effect for a period of (5) five years and shall terminate on March 30, 2025, subject to SAWS rights to unilaterally terminate the Agreement pursuant to Section 1 above.
13. Requesting Purveyor may terminate this Agreement by providing 180-day written notice to SAWS.

IN WITNESS WHEREOF, SAWS AND Requesting Purveyor have duly executed this Agreement as of the Effective Date.

REQUESTING PURVEYOR

By: 

Name: Jeffrey L. McIntyre

Title: President

SAN ANTONIO WATER SYSTEM

By: 

Name: Robert R. Puente

Title: President/CEO

Attachment I

