

USAGE REPORTING AGREEMENT

CITY OF PFLUGERVILLE (“CITY”)

AND

SWWC UTILITIES, INC. D/B/A WINDERMERE UTILITY CO., INC. (“UTILITY”)

THIS AGREEMENT (“Agreement”) is made and entered into on the ____ day of _____, 2025 (“Effective Date”) by and between SWWC Utilities, Inc. d/b/a Windermere Utility Co., Inc., with an address of 2150 Town Square Place, Suite 400, Sugar Land, TX 77479, hereinafter referred to as “UTILITY” and

The City of Pflugerville, a Texas home rule city, having an address of 100 E. Main St, Pflugerville, TX, 78660, hereinafter referred to as “CITY”.

RECITALS:

WHEREAS, the UTILITY is an investor-owned utility and the owner and operator of a sewer system located in Pflugerville, TX (“Sewer System”); and

WHEREAS, UTILITY has requested CITY to report to UTILITY the water consumption for customers connected to the Sewer System; and

WHEREAS, CITY has broad authority to manage, maintain, and operate public utilities pursuant to Tex. Loc. Gov’t Code § 552.002; and

WHEREAS, CITY has agreed to provide consumption data of CITY’s water customers to UTILITY under the terms and conditions set forth herein to facilitate the administration of UTILITY’s Sewer System.

THEREFORE, and intending to be legally bound hereby, UTILITY and CITY agree as follows:

1. CITY shall provide water consumption data for UTILITY’s Sewer System users on a (frequency) basis within thirty (30) days of the meter reading and billing by CITY. The records will be summarized by premises number and upload files are available in a fixed format.
2. Additionally, CITY shall provide UTILITY with detailed informational data required to facilitate the administration of UTILITY’s Sewer System. This information is to be provided via a Microsoft Excel™ spreadsheet file (Excel file) emailed to UTILITY’s designee within thirty (30) days of the meter reading by CITY. The spreadsheet will include five worksheets with the following information in each, respectively:

1. Meter file – detailed meter information, readings, consumption

2. Account Changes – Move out, Move in, Meter Exchange, Other
3. Adjustments – financial adjustments (Abatements)
4. Billing Address Updates
5. Invoice for providing information

The data in these files is provided for the sole purpose of facilitating the billing function of UTILITY's wastewater system.

3. CITY shall charge an annual subscription fee of \$0.50 per premises plus a consumption reporting fee of \$0.30 per premises reported on per reading/reporting frequency which shall include all setup costs, process maintenance and reporting. CITY shall bill UTILITY for all fees due with the same frequency as the periodic reporting. Periodic invoices are included as a tab in the Excel file. UTILITY agrees to pay the invoice in full within thirty (30) days of invoice date. If UTILITY disputes an invoice detail, UTILITY will pay timely all undisputed portions of the bill and provide CITY written notice before the invoice due date including the explanation and substantiation of remittance adjustment. CITY and UTILITY ("The Parties") shall meet and resolve such disputed issues within thirty (30) days from CITY receipt of such written notice.
4. UTILITY has provided CITY with the current address of all system users for whom UTILITY desires consumption data and agrees to notify CITY in writing of any changes to system user information. The Parties agree to work together to properly identify the addresses and CITY premises that are provided water service by CITY and sewer service by UTILITY.
5. In accordance with applicable law, and subject to the conditions in clauses (a) – (e) below, CITY, acting at the request of UTILITY, will reasonably consider termination of water service to UTILITY's wastewater customers who are also water service customers of CITY, at UTILITY's request, based on UTILITY's representation to CITY of such customers' nonpayment of UTILITY's sewer charges. The referenced conditions for a request by UTILITY to terminate service are as follows:
 - a. Any request for termination by UTILITY shall occur during CITY's normal business hours, with prior notice to CITY by email or other written notice. Reconnection will generally take place within 36 hours of notification of payment from customer by UTILITY if there are no other conditions prohibiting such reconnection.
 - b. CITY, its agents, servants and employees will oversee CITY reading, recording and use of the data used to request termination of service by CITY for the nonpayment of UTILITY's wastewater billings.
 - c. UTILITY does not provide and expressly disclaims any warranty of the readings, data, performance or fitness for any purpose of the water meters, lines, valves and related equipment that it installs or has installed that are used to effect

termination of water service as provided above.

d. UTILITY shall request CITY termination of water service to its customers as provided hereunder in a manner reasonably acceptable between the parties.

e. Any termination of service requested by UTILITY shall require its compliance with the provisions of CITY tariff that pertain to service terminations with notice and other provisions that apply to termination and reconnection of utility service, including the payment by UTILITY and the customer of the following fees: For each such disconnection requested by UTILITY hereunder, UTILITY shall pay to CITY a service fee of \$100.00.

Reconnection of any such customer shall not occur until such customer has satisfied its obligations under the tariffs of CITY and UTILITY.

6. This Agreement shall commence on the Effective Date and continue in perpetuity unless terminated earlier pursuant to paragraph eight (8), hereof.
7. The terms of this Agreement may be amended from time to time. This Agreement requires proposed amendments to be in writing and consent of the Parties prior to taking affect.
8. If either party fails to meet their respective obligation(s) under this Agreement, the aggrieved party shall provide a written notice of default to the defaulting party and provide a reasonable opportunity to cure.
9. The Parties agree that both UTILITY and CITY retain the right to terminate this Agreement upon providing written notice to the other sixty (60) days in advance of said termination.
10. All formal notices or requests under this Agreement shall be in writing and shall be delivered by registered or certified mail, return receipt to the addresses set forth below:

UTILITY:

SWWC Utilities, Inc. d/b/a Windermere Utility Co., Inc.
2150 Town Square Place, Suite 400
Sugar Land, TX 77479
Attn: President

CITY:

City of Pflugerville
Attn: City Manager
P.O. Box 589
Pflugerville, TX 78691

Address change notification should be provided in writing in the manner specified herein.

11. The Parties agree that this Agreement shall be governed by the laws of the State of Texas.
12. The Parties agree that this document supersedes all previous contracts, written or otherwise, between CITY and UTILITY regarding the provision of water usage reporting data.
13. Each Party's customer records ("Customer Data") remain that Party's property. Customer Data may only be used by the other Party as needed to carry the services under this Agreement. The receiving Party shall keep Customer Data confidential, use reasonable safeguards to protect it and share it only with employees or contractors who have a need to know for purposes of this Agreement. If Customer Data is improperly accessed or disclosed, the receiving Party will notify the other promptly and cooperate in addressing the issue.
14. The Parties agree that nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of CITY.
15. No Agency Relationship & Indemnification: It is understood and agreed that UTILITY shall not in any sense be considered a partner or joint venturer with CITY, nor shall UTILITY hold itself out as an agent or official representative of CITY unless expressly authorized to do so by CITY. CITY will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by UTILITY or failure to act relating to the usage reporting and disconnection requests in this Agreement. UTILITY agrees to indemnify, hold harmless, and defend CITY against any claim, demand, loss, injury, damages, action, or liability of any kind against CITY resulting from any data sharing, disconnection or other services that are subject matter of this Agreement.
16. The Parties agree that this Agreement may not be assigned.
17. Venue of this Agreement shall be Travis County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
18. In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, and intending to be legally bound herby, this Agreement is signed and as of the date above:

ATTEST:

SWWC Utilities, Inc. d/b/a Windermere
Utility Co., Inc.

By: _____

Name: _____

Title: _____

ATTEST:

City of Pflugerville

By: _____

Name: _____

Title: _____