

## Exhibit A

### EMERGENCY INTERCONNECT AGREEMENT

This Emergency Interconnect Agreement (the “Agreement”) is entered into to be effective on the \_\_\_ day of \_\_\_\_\_ 2025 (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 (“SAWS”) and City of Fair Oaks Ranch (the “Requesting Purveyor”), with respect to SAWS providing an emergency interconnect to the Requesting Purveyor under the following conditions:

Whereas, SAWS and the Requesting Purveyor now desire to execute this Emergency Interconnect Contract (2025 Contract); and

Whereas, SAWS and the Requesting Purveyor enter into this Agreement to further the water security of the City of Fair Oaks Ranch; 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 emergency interconnect. SAWS has the right to not sell water through the emergency interconnect if it has determined that its first priority customers would be adversely impacted. The Requesting Purveyor understands and agrees that SAWS, in its sole discretion, may terminate the emergency interconnect at any time and reject any future emergency interconnects.
2. All emergency interconnections shall be charged the interconnect water service rate and the meter availability fee and billed in accordance with City of San Antonio Ordinance #101684 and as may be amended from time to time and shall be subject to the requirements of the ordinance. Impact fees will not be charged by SAWS for an emergency interconnect.
3. Physical connections to SAWS infrastructure for the 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. Requesting Purveyor must also obtain all required approvals from the Texas Commission on Environmental Quality, or successor agency ("TCEQ"), prior to construction of the connection. SAWS will provide the Requesting Purveyor with information regarding SAWS' facilities as required by TCEQ.

## Exhibit A

4. The Requesting Purveyor has one (1) emergency interconnection points to SAWS distribution system (Attachment 1 ):
  - 28313 Leslie Pfeiffer Dr., 8” Service Line Meter Number ##
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, and the Requesting Purveyor shall be solely responsible for complying with all applicable requirements, including the maintenance of minimum pressure. The Requesting Purveyor will maintain sanitary control over the system downstream of the point of delivery.
6. The Requesting Purveyor shall install, operate, and maintain at its own expense, a backflow preventer. The Requesting Purveyor or their representative shall have each backflow prevention assembly inspected and tested upon installation, and then annually by a state-licensed backflow assembly tester. The licensed tester performing the inspection and testing shall complete a report of each inspection and testing on a SAWS backflow test and maintenance form. The completed test and maintenance form shall be submitted to SAWS annually. Failure to comply with this section will result in denial of emergency interconnect activation.
7. Activation of the connection is temporary and shall be limited to conditions necessitated by mechanical failure of the Requesting Purveyor’s system.
  - The emergency 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.
  - Requesting Purveyor shall contact SAWS Emergency Operations Center for activation of the connection by calling 210-704-7297 (210-704-SAWS).
8. Each activation of the 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 emergency interconnect.
9. Water use from the emergency interconnect, by the Requesting Purveyor, shall be limited to domestic indoor use – not for landscape watering.
10. 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.
11. The 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.

## Exhibit A

- The 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), or as part of the Requesting Purveyor's Emergency Preparedness Plan under Texas Water Code 13.1394.
  - 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.
12. Liability. Requesting Purveyor shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind, including environmental liability, arising from the use, distribution, sale, delivery or discharge of the water provided under this Agreement, whether such use is intended or accidental, or authorized by this Agreement and applicable laws or otherwise. Requesting Purveyor shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind arising from or relating to the design, installation, construction, connection, maintenance, operation and modification of the interconnection, regardless as to whether the interconnection was released for service by SAWS.
12. **INDEMNIFICATION.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, REQUESTING PURVEYOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF SAN ANTONIO, SAWS, AND THEIR EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES ("CITY/SAWS REPRESENTATIVES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ENVIRONMENTAL LIABILITY, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH REQUESTING PURVEYOR'S DISTRIBUTION, USE, SALE, DELIVERY AND/OR STORAGE OF THE WATER PROVIDED HEREUNDER, AND/OR THE DESIGN, INSTALLATION, CONSTRUCTION, CONNECTION, MAINTENANCE, MODIFICATION OR OPERATION OF REQUESTING PURVEYOR'S SYSTEM, INCLUDING WHEN CAUSED, IN WHOLE OR PART, BY REQUESTING PURVEYOR, THIRD PARTIES, OR BY THE CONTRIBUTORY NEGLIGENCE OF CITY/SAWS REPRESENTATIVES. IT IS THE EXPRESSED INTENT OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY REQUESTING PURVEYOR TO INDEMNIFY AND PROTECT CITY/SAWS REPRESENTATIVES FROM THE NEGLIGENT ACTS OF THE REQUESTING PURVEYOR, THIRD PARTIES, AND CITY/SAWS REPRESENTATIVES, EXCEPT WHEN CAUSED BY THE SOLE NEGLIGENCE OF CITY/SAWS REPRESENTATIVES.

## Exhibit A

13. The term of this Agreement commences on the Effective Date and shall remain in full force and effect for a period of ten (10) years (beginning on \_\_\_\_\_, 2025) and shall terminate on \_\_\_\_\_, 2035.
14. Either party may terminate this Agreement by providing prior written notice to the other with an immediate effective date. This right to terminate may be exercised to apply to any or all of the emergency interconnection sites specified in Sections 4 above. If the termination applies to less than all of those sites, then this Agreement shall remain in effect for the remaining sites unless subsequently terminated by either party.

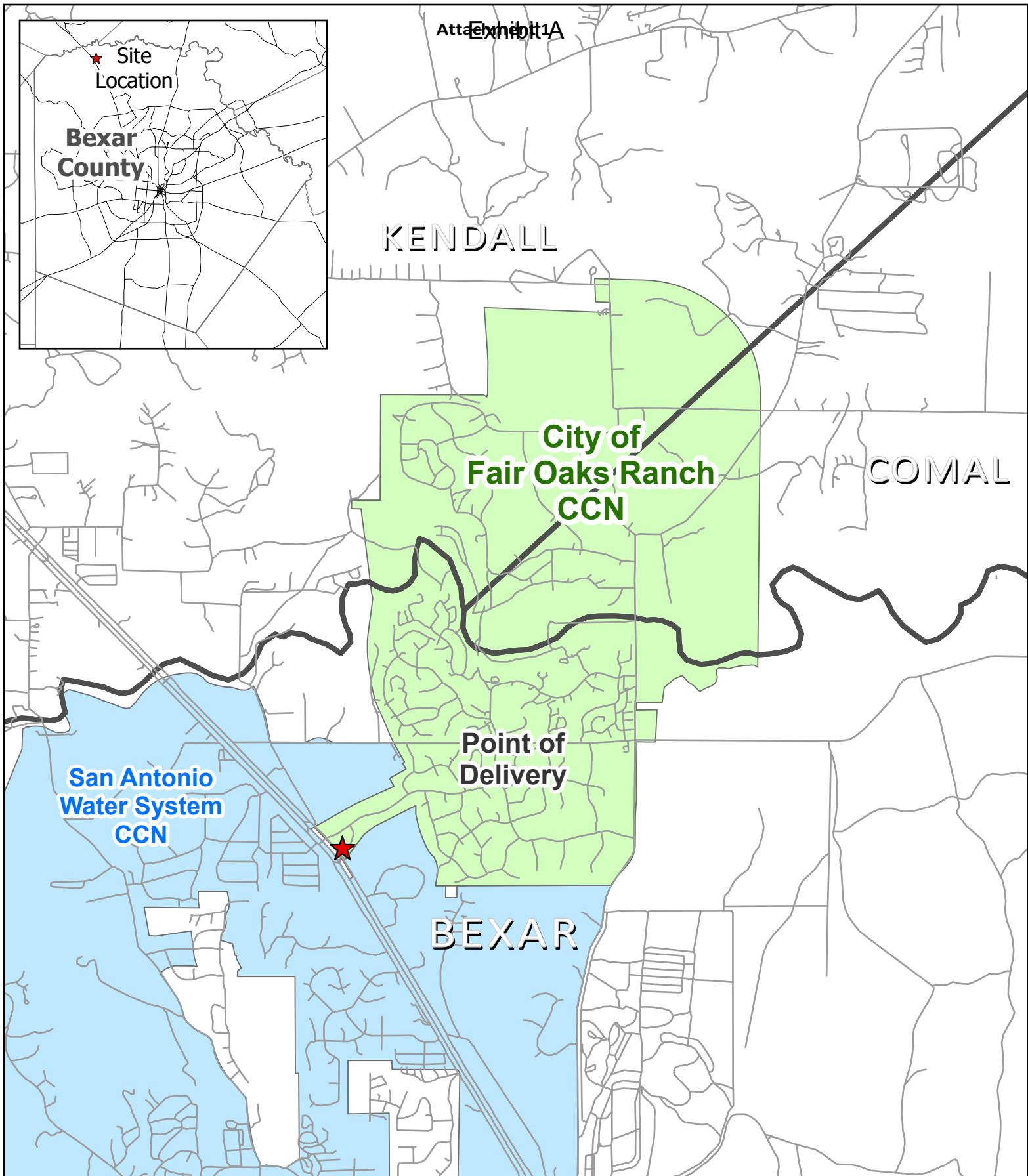
IN WITNESS WHEREOF, SAWS AND Requesting Purveyor have duly executed this Agreement as of the Effective Date.

### REQUESTING PURVEYOR

By: \_\_\_\_\_  
Name: Greg Maxton  
Title: Mayor

### SAN ANTONIO WATER SYSTEM

By: \_\_\_\_\_  
Name: Robert R. Puente  
Title: President/CEO



Attachment 1A

Site Location

Bexar County

KENDALL

City of Fair Oaks Ranch CCN

COMAL

Point of Delivery

San Antonio Water System CCN

BEXAR