

ORDINANCE 2022-06-23-0524

APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE SAN ANTONIO WATER SYSTEM (SAWS) FOR RECYCLED WATER SERVICE AND RELATED AGREEMENT WITH THE SAN ANTONIO RIVER AUTHORITY (SARA).

* * * * *

WHEREAS, San Antonio Water System (SAWS) is a wholly-owned municipal utility and agency of the City of San Antonio (City); and

WHEREAS, on January 14, 1999, City Council passed ordinance 89069 (Original Ordinance) adopting general conditions for the City to receive recycled water service in exchange for Edwards Aquifer Water Rights transferred by the City to SAWS; and

WHEREAS, on December 27, 2001, a twenty-year Interjurisdictional Agreement (IJA) was executed pursuant to the Original Ordinance; and

WHEREAS, for the last twenty years, SAWS has provided Recycled Water to supplement flows in the San Antonio River and Salado Creek under the IJA and other beneficial uses; and

WHEREAS, after the IJA, San Antonio River Authority (SARA) obtained TCEQ water use permits for the San Pedro Creek, Lock and Dam, and Mission Reach projects; and

WHEREAS, each SARA permit is supported by letter signed by the City committing recycled water from the IJA to the permits; and

WHEREAS, the IJA expired on December 27, 2021; and

WHEREAS, the City and SAWS wish to continue to exchange the use of properties and rights for their mutual benefits including the discharge of Recycled Water to maintain flows into the San Antonio River and Salado Creek; and

WHEREAS, the City and SAWS have negotiated a Memorandum of Understanding (MOU) for the continued provision of Recycled Water; and

WHEREAS, SAWS has agreed to incorporate SARA's permits under the City's MOU at the exchange rate; and

WHEREAS, City staff recommends approval of the MOU and an amendment to the Operations and Management Agreement of the San Antonio Channel Improvement Project assigning additional maintenance responsibility to SARA equal to the value of recycled water utilized for its permits and river operations. **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Recycled Water Service Memorandum of Understanding (MOU) between the City of San Antonio and San Antonio Water System (SAWS) is approved in substantially the same form as it appears in Exhibit A attached hereto.

SECTION 2. The City Manager or designee is hereby authorized to execute the MOU and all documents necessary to fulfill the purpose and intent of this Ordinance including an amendment to the Operations and Management Agreement of the San Antonio Channel Improvement Project assigning additional maintenance responsibility to SARA equal to the value of recycled water utilized for its permits and river operations.


SECTION 3. Funding in the amount of \$215,749.55 for this Ordinance is available in Fund 11001000, Cost Center 2615020001 and General Ledger 5404540 as part of the Fiscal Year 2022 Adopted Budget approved by City Council.

SECTION 4. Additional funding in the amount of \$862,998.00 is contingent upon City Council approval of the Fiscal Year 2023 and subsequent budgets that fall within the contract terms of this Ordinance.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.


SECTION 6. This Ordinance is effective immediately upon the receipt of eight affirmative votes, or in the event eight affirmative votes are not received, on the tenth day after passage.

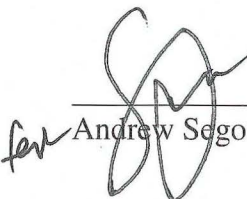
PASSED AND APPROVED this 23rd day of June, 2022.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:


Debbie Racca-Sittre, City Clerk


Andrew Segovia, City Attorney



City of San Antonio

City Council A Session Meeting June 23, 2022

35.

2022-06-23-0524

Ordinance approving a fifteen year Memorandum of Understanding between the San Antonio Water System and City in the amount of \$862,998.21 for continuing Recycled Water discharges to supplement river flows in the San Antonio River and Salado Creek and other beneficial uses; and approving Amendment No. 2 to the Operations and Management Agreement of the San Antonio Channel Improvement Project Assigning Additional Maintenance Responsibility to the San Antonio River Authority Equal to the Value of Recycled Water Value Utilized for its Permits and River Operations. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer]

Councilmember Rocha Garcia moved to Approve on the Consent

Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Pelaez, Courage, Perry

Absent: Sandoval

EXHIBIT A
COVER SHEET

RECYCLED WATER SERVICE MEMORANDUM OF UNDERSTANDING

This Recycled Water Service Memorandum of Understanding ("MOU") is entered into by and between the SAN ANTONIO WATER SYSTEM a wholly owned municipal utility and an agency of the City of San Antonio ("SAWS"), and the CITY OF SAN ANTONIO, a municipal corporation ("City" and/or "User"), individually a Party and collectively as Parties.

RECITALS

WHEREAS, SAWS Board Resolution No. 98-335 (Resolution) approving general conditions for the provision of recycled water service to the City was passed by the SAWS Board of Trustees on November 17, 1998;

WHEREAS, City Ordinance No. 89069 (Ordinance) adopting general conditions for recycled water service in exchange for Edward Aquifer Water Rights was passed and approved on January 14, 1999.

WHEREAS, an Interjurisdictional Agreement was executed effective on December 27, 2001 and expires on December 26, 2021, by and between the City and SAWS pursuant to the Ordinance and Resolution,

WHEREAS, SAWS currently provides Recycled Water to the City in accordance with the Ordinance, Resolution and the Interjurisdictional Agreement; and

WHEREAS, the Ordinance, Resolution and Interjurisdictional Agreement sought to establish consideration for the provision of Recycled Water provided by SAWS through the conveyance of four (4) wells and associated water rights from the City to SAWS; and

WHEREAS, the Edwards Aquifer Authority awarded permits for the water rights transferred in the amount of 2,192 acre feet (42% of the expected originally transferred volume of water); and

WHEREAS, the City and SAWS wish to continue to exchange the use of properties and rights for their mutual benefits including the discharge of Recycled Water to maintain flows into the San Antonio River and Salado Creek (River Flows); and

WHEREAS, SAWS and the City desire to continue the provision of Recycled Water through discharges to the San Antonio River and Salado Creek, and to specifically identified sites via the SAWS recycled water system; and

WHEREAS, all payments to SAWS by the City for Recycled Water services shall be handled as a deduction to the payments by SAWS to the City's general fund governed by Section 17 of Ord. No. 75686, adopted on April 30, 1992, by the San Antonio City Council; **NOW THEREFORE:**

I. PURPOSE AND DEFINITIONS

1.1 For the consideration provided herein, SAWS agrees to supply, and City agrees to accept, store and use Recycled Water service in accordance with the terms and conditions of this MOU.

1.2 This MOU incorporates and is subject to all of the terms and conditions set out herein as well as all of the following: all applicable Attachments attached hereto; the SAWS Recycled Water User's Handbook (the "User's Handbook"), as it may be amended from time to time; the SAWS Cross Connection Control and Backflow Prevention Program, as it may be amended from time to time; and all applicable local, state, and federal statutes, ordinances, and regulations, as they may be amended, now or hereafter in effect ("Applicable Laws"), including, without limitation, Chapter 210 of Title 30 of the Texas Administrative Code and Article VIII of Chapter 34 of the City of San Antonio Code (the "City Code").

1.3 **Definitions.** The following definitions shall apply to this MOU:

Backflow Prevention: Where required to protect public health and safety, it shall be unlawful to make any Recycled Water connection without authorization from San Antonio Water System.

Consumptive Use: Recycled Water used at Onsite Facilities, Streamflow Conveyance Losses after discharge to a receiving stream, and volumes of Discharged Water committed as source water for TCEQ Water Use Permits 19-13355, 19-13129, and 19-12054.

Cross-connection: A physical connection between a public water system and either another supply of unknown or questionable quality, any source which may contain contaminating or polluting substances, or any source of water treated to a lesser degree in the treatment process.

Discharged Water: Recycled Water released to a watercourse or water body from a SAWS Water Recycling Center or associated recycled water distribution infrastructure, pursuant to authorizations in Texas Pollution Discharge Elimination System (TPDES) permits issued by the Texas Commission on Environmental Quality (TCEQ).

Distribution System: A system of pipes that conveys potable water from a treatment plant to the consumers. The term includes pump stations, ground and elevated storage tanks, potable water mains, and potable water service lines and all associated valves, fittings, and meters, but excludes potable water Customer service lines.

Drinking Water: All water distributed by any agency or individual, public or private, for the purpose of human consumption or which may be used in the preparation of foods or beverages or for the cleaning of any utensil or article used in the course of preparation or consumption of food or beverages for human beings. The term "drinking water" shall also include all water supplied for human consumption or used by any institution catering to the public.

Exchange Rate: The Exchange Rate shall mean the Monthly Volumetric Charge of \$126.10 per acre foot (\$0.0387/100 gallons) and the associated Monthly Service Availability Charge, as adjusted from time-to-time in accordance with Section 7.3 below.

Non-Edwards Exchange Rate: The Non-Edwards Exchange Rate shall mean the Monthly Service Availability Charge and Monthly Volume Charge for recycled water for Non-Edwards Exchange Customers for the respective usage blocks as set forth in Chapter 34 of the City Code, as of the date of this MOU, or such later time the Recycled Water service is initiated or provided, and all subject to adjustment as such charges for recycled water for Non-Edwards Exchange Customers may be amended from time-to-time.

Onsite System/Facilities: All portions of the Recycled Water transportation, holding and distribution facilities on User's side of the Points of Delivery downstream from the water meter.

Point(s) of Delivery: The location at which the Recycled Water shall pass from SAWS to User which shall be at the meter connections on User's premises.

Producer: A person or entity that produces Recycled Water by treating domestic/municipal wastewater in accordance with a permit or other authorization by TCEQ, to meet the quality criteria established by TCEQ.

Provider: A person or entity that distributes Recycled Water to a User(s) of Recycled Water. The Recycled Water Provider may also be a Recycled Water Producer.

Recycled Water/Reuse Water/Reclaimed Water/Non-potable Water: The terms are identical, and any reference to reuse water/reclaimed water/non-potable water refers to recycled water and vice versa. It is domestic or municipal wastewater that has been (tertiary) treated to a quality suitable for a beneficial use.

San Antonio Water System: The public agency that is both the producer and provider of the Recycled Water.

Take or Pay: For recycled water, Take or Pay is the obligation of the User to either take possession of recycled water at Onsite Facilities or pay applicable fees and rates as set forth in Chapter 34 of the City Code, as it may be amended.

Type I Recycled Water: This type of use includes irrigation or other uses in areas where the public may be present during the time when irrigation takes place or other uses where the public may come in contact with the Recycled Water.

Unauthorized Use/Use Without a Meter: Any use of Recycled Water without the authority of the San Antonio Water System and a meter designed for use with recycled water and approved by the San Antonio Water System shall be deemed unauthorized use and unlawful.

Unauthorized User/Cross-Connection: Any use of Recycled Water whereby there is actual or potential cross-connection with any potable water source shall be unlawful. It is unlawful to allow recycled water to enter any potable water system at any time, including but not limited to flushing of mains, pipes and potable water systems.

Unauthorized Use/Self Restoration: It shall be unlawful for any person to restore Recycled Water service to any person or entity that has been shut off by the San Antonio Water System for any reason, unless written authorization is given in advance.

Unauthorized Use/Unlawful Use of Separate Water Service: It shall be unlawful for any person to connect a house, building or irrigation system to the potable or Recycled Water service connection for a separate house, building or irrigation system without authorization from the San Antonio Water System, or to maintain such connection or to use potable or Recycled Water from such a connection, regardless of intent.

User (Customer): Individual or entity that has executed an agreement for use of Recycled Water.

Water Main: Any pipeline, except for Customer service lines, within the Distribution System in accordance with the Texas Administrative Code rules and regulations.

II. USE

2.1 **General.** User covenants and agrees to use the Recycled Water provided under this MOU only as authorized by Applicable Laws, and in accordance with the User's Handbook and the SAWS Cross Connection Control and Backflow Prevention Program.

2.2 **Specific.** Notwithstanding other uses authorized under Chapter 210 of Title 30 of the Texas Administrative Code or Chapter 34 of the City Code, User agrees to use the Recycled Water only for construction, commercial, industrial, irrigation, or any other lawful purposes and in accordance with all the terms and conditions of this MOU. User agrees to use the Recycled Water only for the purpose(s) and in the location(s) described in Attachments A-1 and A-2, hereto as may be amended from time to time by mutual agreement. User agrees to obtain SAWS' written consent prior to using the Recycled Water for a purpose or at a location not described in Attachment A-1 and A-2. Any changes to the purpose and location of use of the Recycled Water must be reflected in a substitute Attachment A-1 and/or A-2 and attached hereto. User agrees to take steps to minimize the risk of inadvertent human exposure to the Recycled Water. SAWS may suspend service immediately, in its sole discretion, if SAWS determines that User has failed to use the Recycled Water in accordance with Applicable Laws, this MOU, and/or Attachments A-1 and/or A-2.

III. QUANTITY AND QUALITY

3.1 SAWS and City agree to the delivery and use of Recycled Water in accordance with the specifications set forth on Attachments A-1 and A-2, hereto. Attachments A-1 and A-2 may be amended if agreed to by both parties in writing. The Parties further acknowledge that additional Recycled Water is provided to City sites through third-party Recycled Water agreements that are not considered or incorporated into this MOU but are listed in Attachment A-3 for reference.

3.2 The quality of Recycled Water provided to City will be in compliance with parameters established by the Texas Commission on Environmental Quality for Type 1 usage under Title 30, Chapter 210, Section 210.33(1) as may be amended from time to time.

IV. POINT OF DELIVERY

4.1 **Point of Delivery.** Recycled Water shall pass from SAWS to User at the Point of Delivery subject to the terms of this MOU. The amount of Recycled Water received by User shall be determined by and based upon monthly meter readings performed by SAWS.

V. USER'S RECYCLED WATER SYSTEM

5.1 Design, Construction and Maintenance. At User's sole expense, User shall design, install, construct, maintain, and operate the Onsite System on User's side of the Points of Delivery, except that SAWS shall install the meters (or alternative measurement devices approved by SAWS) at SAWS' sole expense. User must ensure that the Onsite System, at all times while this MOU is in effect, complies with Applicable Laws. SAWS reserves the right to conduct periodic site visits to analyze and test potable water and Recycled Water and to perform any other tests or inspections it deems necessary to ensure operational compliance of the Onsite System.

5.2 Inspections, Permits, Certifications. User shall be solely responsible for timely obtaining all necessary permits, approvals, and certificates from SAWS, the appropriate municipal or county plumbing department, and any other applicable governmental agencies for all activities relating to the Onsite System, including but not limited to, materials, construction, modifications, notifications, facility testing, violations, and emergency response, as such may be required by this MOU, Applicable Laws, or SAWS policy.

VI. REPORTS, INSPECTIONS

6.1 Reports. User acknowledges that SAWS is required to submit monthly reports to the TCEQ pursuant to Chapter 210 of Title 30 of the Texas Administrative Code, regarding the quantity and quality of Recycled Water used.

6.2 Inspection of Premises. User agrees to permit authorized representatives of SAWS or any other governmental agency with jurisdiction to inspect User's premises for the purpose of verifying compliance with this MOU and all Applicable Laws. Inspections shall occur at reasonable times or during normal business hours. User acknowledges that by conducting inspections of User's premises or Onsite System, including backflow prevention assemblies, SAWS is not acting on behalf of the TCEQ or any other governmental body with jurisdiction to regulate User's use of Recycled Water or Onsite System, and such inspections or certifications by SAWS do not relieve User from its obligation to ensure that its use of Recycled Water or the Onsite System is in compliance with this MOU or Applicable Laws.

6.3 Exemption from Aquifer Management Plan. Pursuant to Section 34-1278 of the City Code, as amended, Recycled Water provided under this MOU is exempt from compliance with the specific water use reduction measures set forth in Section 34-332 of the City Code. Pursuant to Section 34-332 of the City Code (Measures for Landscape Irrigation: New and Established Plants), as amended, the use of Recycled Water is a defense to prosecution for irrigation of landscape outside the designated landscape watering days and times established by Section 34-323 of the City Code.

VII. RATES AND PAYMENTS

7.1 SAWS agrees to provide, and User agrees to pay, for Recycled Water provided under the terms of this MOU. Recycled Water provided for those locations and purposes identified in Attachment A-1, shall be charged at the Exchange Rate. Recycled Water provided for those locations and purposes identified in Attachment A-2, shall be charged at the Non-Edwards Exchange Rate in accordance with Chapter 34 of the City Code, as amended from time-to-time.

7.2 User agrees and understands that any amount of Recycled Water that is requested above those amounts set out for each specific location in Attachment A-1, will be charged at the Monthly Volume Charge for the Non-Edwards Exchange Rate. User agrees to pay for the Annual Amount set forth per each location identified on Attachment A-1 if the Annual Amount per location is available from SAWS in the designated Monthly Volumes whether or not taken by User. SAWS will bill User annually for recycled water used up to December 31 of each year during the term of this Agreement for that portion of the Annual Amount not taken by User, offset by any amount not available from SAWS in the designated Monthly Volumes, during the preceding consecutive twelve month period.

7.3 The Parties agree that upon written notice to User from SAWS, the Exchange Rate shall be increased in an amount equal to the percentage increase in the Non-Edwards Exchange Rate for the first usage block as approved by the San Antonio City Council from time-to-time.

7.4 User agrees that payments under this MOU shall be deducted from SAWS' payment to City as set out in Section 17 of Ord. No. 75686.

VIII. INTERRUPTION OF SERVICE

8.1 Substitute Water. SAWS shall not be liable for any interruptions in User's Recycled Water service. In the event of any interruption of service to locations identified in Attachment A-1 and/or A-2, not caused by Force Majeure (Section XI) or due to User's breach of any provision in this MOU, SAWS shall deliver to User substitute water at the Points of Delivery, in the amount and of the quality then required by this MOU, and at the Recycled Water rates then applicable to User. Substitute water shall mean, as designated by SAWS: potable water from the SAWS potable water system, or recycled water from any other source delivered through the SAWS recycled water system ("Substitute Water"). SAWS will notify User prior to delivering potable water as Substitute Water. In the event of any interruption of service to locations identified in Attachment A-1 or A-2, SAWS will provide Substitute Water as may be available to those sites.

8.2 User's Breach. SAWS may interrupt Recycled Water service at any time if SAWS determines that User is in breach of any provision in this MOU. If SAWS interrupts service pursuant to this subsection, User shall have 30 days to cure the breach to the satisfaction of SAWS. If User fails to cure the breach to the satisfaction of SAWS in the period provided, SAWS shall have the right to continue suspension of services until such time as the breach has been cured to SAWS' satisfaction. The provisions of this Section are not intended to limit the rights of SAWS contained in this MOU.

IX. TERM AND TERMINATION

9.1 Term. This MOU shall begin on July 1, 2022 and terminate on June 30, 2037 unless the parties mutually agree to its earlier termination. This MOU may be extended upon mutual written agreement of the parties for an additional term of ten (10) years.

9.2 Unauthorized Use. Notwithstanding any provision in this MOU to the contrary, SAWS may suspend service if SAWS determines that the use of the Recycled Water is not in strict compliance with this MOU or Applicable Laws, as each may be amended.

9.3 Onsite System. Notwithstanding any provision in this MOU to the contrary, SAWS may suspend service immediately if SAWS determines that the Onsite System is not in strict compliance with this MOU or Applicable Laws, as each may be amended.

9.4 Disputes. The Parties agree to work in good faith to resolve any disputes or suspensions of the recycled water service.

9.5 Conveyance of Premises. SAWS may suspend service immediately if User leases, sells, or conveys to another entity ownership, control or possession of all or parts of the land on which all or part of the Onsite System is located.

X. LIABILITY

10.1 Liability. City and the SAWS acknowledge they are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

XI. FORCE MAJEURE

11.1 Generally. If SAWS or User are rendered unable by Force Majeure to carry out, in whole or in part, its respective obligations under this MOU, including the provision of Substitute Water, or acceptance of the amount of Recycled Water, then during the pendency of such Force Majeure but for no longer period, the obligations of SAWS or User, as the case may be, shall be excused to the extent of such Force Majeure and SAWS shall not be liable for any loss or damage for delay, for nonperformance, or for interruption of service due to Force Majeure. For purposes of this MOU, Force Majeure means any act or event not reasonably within SAWS' control, including, but not limited to, breaks, malfunctions or sabotage of SAWS' treatment, distribution, wastewater collection or sanitary sewer systems or facilities, pumps, pipelines, mains, or machinery of any kind, unauthorized dumping of contaminants in SAWS' wastewater collection system or sanitary sewer system, Acts of God, an act or omission of an act by any governmental authority, war, riot, insurrection, strikes, acts of a public enemy, orders of any kind of the federal, state or local government, or any civil or military authority, blockades, embargoes, sabotages, terrorist acts, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts which result in an outflow of less than 112 mgd total discharge from all SAWS recycling plants, arrests, restraint of government and people, civil disturbances, or explosions.

11.2 CPS Priority Rights. User understands and agrees that City Public Service ("CPS") has priority rights to receive recycled water under an existing agreement between CPS and SAWS. Accordingly, User understands and agrees that there may be Force Majeure events in which SAWS may be unable to deliver Recycled Water to User in the quantities set forth in this MOU as a result of complying with CPS priority rights. Any such event shall be deemed a Force Majeure event under the terms of this MOU. The Parties acknowledge that it is not anticipated that water diverted to locations listed in Attachments A-1 or A-2 will be affected by CPS priority rights.

XII. MISCELLANEOUS

12.1 Complete Agreement. This MOU, including all Applicable Laws, User's Handbook and the SAWS Cross Connection Control and Backflow Prevention Program, and all the Attachments and all applicable Appendices hereto constitute the complete and entire agreement between the parties regarding the subject matter hereof. This MOU supersedes and cancels all prior agreements relating to this subject, whether written or oral, unless expressly stated in this MOU.

12.2 Severability. In case any one or more provisions, or parts of provisions, contained in this MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalid, illegal or unenforceable provision, or part thereof, shall not affect any other provision hereof, and this MOU shall be construed by a court, giving effect to the general intent and specific directives of the parties so as not to be invalid, illegal or unenforceable. In the event such provision, or part thereof, cannot be reformed or construed to be valid, legal, or enforceable, this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.3 Performance of Contract. The obligations and undertaking of each of the parties to this MOU shall be performed or deemed to be performed in San Antonio, Bexar County, Texas, and shall be construed in accordance with Texas law.

12.4 No Third-Party Beneficiaries. The parties hereto are entering into this MOU solely for the benefit of themselves, their successors and permitted assigns, and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto, their successors and their permitted assigns. The parties hereby agree that this MOU does not run with the land.

12.5 Assignment. This MOU, or any volume of Recycled Water provided hereby, may not be assigned, transferred, or conveyed by User without mutual agreement of the parties. Should User assign, transfer, or convey, any portion of the Recycled Water provided through this MOU to a third party without SAWS's explicit written agreement, SAWS shall have the option to suspend service to User, or to automatically convert the rate charged for Recycled Water under this Agreement from the Exchange Rate to the most current established retail rate for Recycled Water.

12.6 Waiver. Any waiver at any time by either party with respect to a default or other matter arising in connection with this MOU shall not be deemed a waiver with respect to any subsequent default or matter.

12.7 Captions. The captions and headings appearing in this MOU are inserted merely to facilitate reference and are not to be considered a part of this MOU and in no way shall they affect the interpretation of any of the provisions of this MOU.

12.8 Approvals. All approvals and agreements by either party that are required or contemplated under this MOU must be in writing unless other means are specifically permitted, and must be signed by the person authorized to give such approvals and make such agreements for that party.

12.9 Notices. All notices under this MOU shall be in writing unless otherwise required or permitted, and shall be mailed or faxed to the address or number provided in this subsection. All notices shall be effective on the date actually received or, if faxed the day faxed, provided an electronic confirmation of receipt is received. For purposes of billings and payments, the mailing addresses of the parties shall, until changed as hereinafter provided, be as follows:

CITY:
City of San Antonio
Attention:
Director, Parks & Rec Department
PO Box 839966
San Antonio, Texas 78283-3966

Attention: Director, CCDO

SAWS:
San Antonio Water System
Attention:
2800 U.S. Hwy 281 North
San Antonio, Texas 78212-2449

Attention: Deputy CFO

Attention: Director, Convention and Sports Facilities

12.10 Cumulative Remedies. Except as expressly limited herein, the parties shall have all remedies, at law or equity, for any cause of action based on this MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed in multiple counterparts, each of which shall constitute an original effective the 1st day of July, 2022 ("Effective Date").

City of San Antonio

San Antonio Water System

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT A-1
Streamflow Augmentation Discharges (River Flows)

I. Points of Delivery Locations and Purposes of Use

1. The City (User) will receive discharges of Recycled Water at the following locations currently permitted in the Steven M. Clouse (SMC) Water Recycling Center Texas Pollution Discharge Elimination System (TPDES) permit No. WQ00110137033. The purpose of the discharges is streamflow augmentation in the designated waterways (River Flows):

i. San Antonio River at Brackenridge Park

Discharge Point(s): Tuleta 002 (Brackenridge Park) and/or potentially Josephine 003



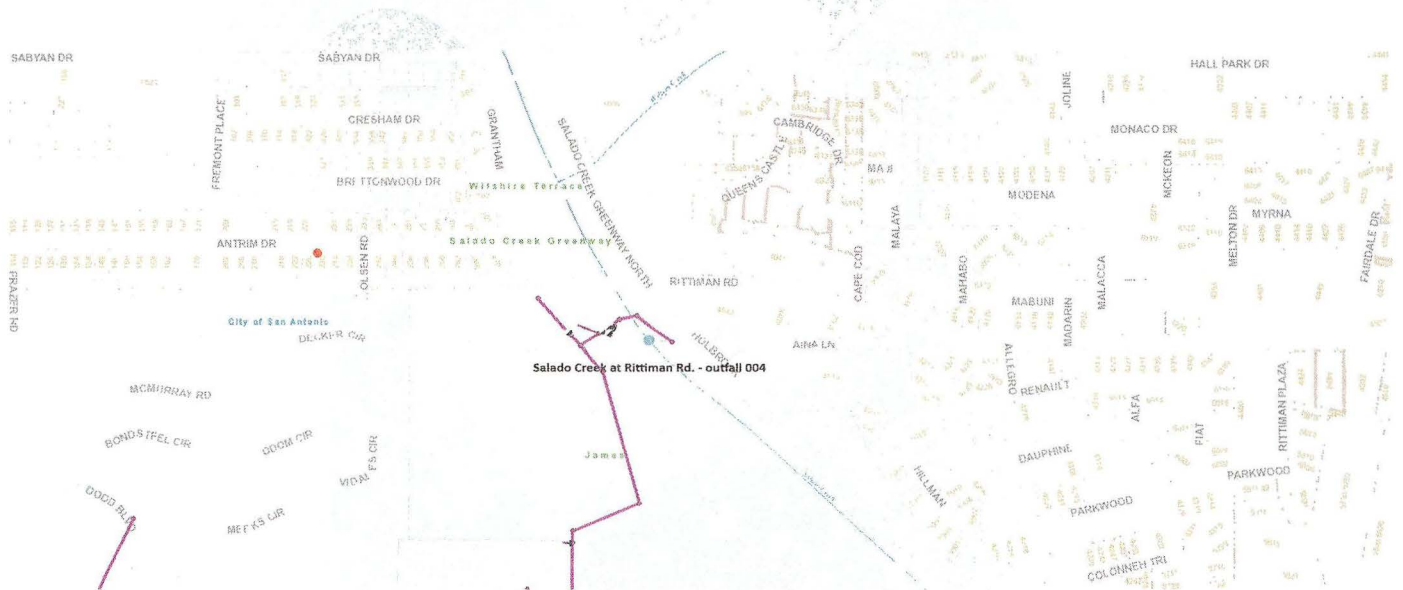
ii. San Antonio River Walk – Convention Center

Discharge Point(s): Convention Center 005



iii. Salado Creek

Discharge Point(s): Salado 004



II. Annual Amounts and Monthly Volumes

1. Locations and Annual Amounts

a. San Antonio River at Tuleta and/or Josephine

Month	Million Gallons Per Day	Cubic Feet Per Second	Acre-Feet Per Month
January	4.5242	7.00	430.38
February	4.5242	7.00	388.76
March	4.5242	7.00	430.41
April	4.5242	7.00	416.53
May	4.5242	7.00	430.41
June	4.7117	7.29	433.79
July	4.9379	7.64	469.77
August	4.7117	7.29	448.25
September	4.5242	7.00	416.53
October	4.5242	7.00	430.41
November	4.5242	7.00	416.53
December	4.5242	7.00	430.41
User's Total Maximum Annual Quantity ("Annual Amount")			5,142.19

b. San Antonio River Walk - Convention Center

Month	Million Gallons Per Day	Cubic Feet Per Second	Acre-Feet Per Month
January	0.6463	1.0	61.49
February	0.6463	1.0	55.54
March	0.6463	1.0	61.49
April	0.6463	1.0	59.50
May	0.6463	1.0	61.49
June	0.6463	1.0	59.50
July	0.6463	1.0	61.49
August	0.6463	1.0	61.49
September	0.6463	1.0	59.50
October	0.6463	1.0	61.49
November	0.6463	1.0	59.50
December	0.6463	1.0	61.49
User's Total Maximum Annual Quantity ("Annual Amount")			723.97

c. Salado Creek

Month	Million Gallons Per Day	Cubic Feet Per Second	Acre-Feet Per Month
January	0.6463	1.0	61.49
February	0.6463	1.0	55.54
March	0.6463	1.0	61.49
April	0.6463	1.0	59.50
May	0.6463	1.0	61.49
June	0.6463	1.0	59.50
July	0.6463	1.0	61.49
August	0.6463	1.0	61.49
September	0.6463	1.0	59.50
October	0.6463	1.0	61.49
November	0.6463	1.0	59.50
December	0.6463	1.0	61.49
User's Total Maximum Annual Quantity ("Annual Amount")			723.97

Total Maximum Annual Quantity for Discharges: **6,590.13 acre-feet/year**

2. Rate and Charge to the City of San Antonio (User) for Recycled Water in the amount of 6,590.13 acre-feet

Recycled Water provided as discharges to the San Antonio River and Salado Creek (River Flows) shall be charged to User based on the Exchange Rate pursuant to Section 7 of this MOU. The Total Maximum Annual Quantity for Discharges includes 403.60 acre-feet/year that was previously assigned, transferred, or conveyed to the San Antonio River Authority (SARA) by the User. No additional amount of the Maximum Annual Quantity for Discharges may be assigned, transferred, or conveyed to SARA or any other entity without the express prior written approval of SAWS. The calculation of charges follows:

Annual Volumetric Charge for Recycled Water: **\$ 831,014.13**

Annual Service Availability Charge for Discharge Points: **\$ 31,984.08**

Meter Size	Location	Monthly Fee	Annual Fee
6"	Salado Creek	\$ 436.90	\$5,242.80
12"	Convention Center	\$ 1,114.22	\$13,370.64
12"	Tuleta	\$ 1,114.22	\$13,370.64
30"	Josephine	N/A	N/A ¹

Total Annual Charge for Recycled Water²: **\$ 862,998.21**

¹ Josephine discharge point will only serve as backup/alternate for Tuleta. Charge for Tuleta will continue while Josephine is utilized.

² Amount based on current rates in effect on date of execution. Rates are subject to revision consistent with Article VII of this MOU.

ATTACHMENT A - 2
Site-Specific Provision of Recycled Water

I. Locations and Purposes of Use

1. Recycled Water provided to City (User) at the locations listed below for landscape and irrigation purposes will be addressed via separate agreements, and charged at the Non-Edwards Exchange Rate in accordance with Chapter 34 of the City Code, as amended from time-to-time, and are not incorporated into this MOU:

- | | |
|---|-------------|
| a. Brackenridge Park Irrigation Extension | (1.00 AFY) |
| b. Pearsall Road Park | (7.00 AFY) |
| c. Emergency Dispatch Center | (1.00 AFY) |
| d. Alamo Irrigation - Effective Date: September 2, 2021 | (0.69 AFY) |

<u>Total Maximum Annual Quantity</u>	9.69 acre-feet per year
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ATTACHMENT A – 3
Exclusion of Locations Utilizing Third-Party Operators

1. Recycled Water provided to third party operators at the locations listed below for landscape and irrigation purposes will be addressed via separate agreements, and charged at the Non-Edwards Exchange Rate in accordance with Chapter 34 of the City Code, as amended from time-to-time, and are not incorporated into this MOU:
 - a. Botanical Gardens – Effective Date: July 6, 2021 (22 AFY)
 - b. Brackenridge Golf Course
 - c. Golf San Antonio
 - d. Mission Del Lago Golf Course
 - e. Olmos Golf Course
 - f. Riverside Golf Course
 - g. San Pedro Driving Range
 - h. Willow Springs Golf Course
 - i. Nelson Wolff Stadium
 - j. SA Missions Baseball Club
 - k. SA River Improvement Project
 - l. Animal Control and Adoption Center
 - m. Ave B Street Improvements Irrigation - Effective Date October 17, 2019 (1.00 AFY)
2. In the event the City (User) ceases to utilize a third-party operator at any of the above locations, those locations may be added to the locations set out in Attachment A-2, upon the mutual agreement of the Parties.