

NOTICE OF MEETING
TAKE NOTICE THAT A MEETING OF
the Board of Directors of
SENNA HILLS MUNICIPAL UTILITY DISTRICT
Will be held at the offices of Willatt & Flickinger, PLLC,
12912 Hill Country Blvd., Suite F-232, Austin, Texas 78738 (**SEE NOTES BELOW**)
commencing at 7:10 a.m. on April 30, 2021 to consider and act upon the following:

PLEASE NOTE: THIS MEETING WILL BE HELD BY REMOTE ACCESS ONLY IN ACCORDANCE WITH THE MARCH 16, 2020 ORDER BY GOVERNOR ABBOTT TEMPORARILY SUSPENDING CERTAIN REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT TO ADVANCE THE GOAL OF LIMITING FACE-TO-FACE MEETINGS TO SLOW THE SPREAD OF COVID-19. NO PERSONS WILL BE AT THE MEETING LOCATION AND NO EQUIPMENT WILL BE AT THE MEETING LOCATION FOR ACCESS TO THE MEETING. HOWEVER, MEMBERS OF THE PUBLIC MAY ACCESS THIS MEETING BY TELEPHONE AND PARTICIPATE IN THE MEETING BY CALLING ONE OF THE FOLLOWING TOLL-FREE NUMBERS: (877) 853-5247 OR (888) 788-0099 AND ENTERING THE FOLLOWING INFORMATION: MEETING ID: 859 4880 4364 AND PASSWORD: 057781.

PLEASE SEE THE DISTRICT'S WEBSITE AT WWW.SENNAHILLSMUD.ORG FOR THE MEETING PACKET.

AGENDA

1. Call to Order.

2. Roll Call of Directors.

3. Public Comments.

This is an opportunity for members of the public to address the Board of Directors concerning any issue that is not on the agenda. The response of the Board to any comment under this heading is limited to making a statement of specific factual information in response to the inquiry, or, reciting existing policy in response to the inquiry. Any deliberation of the issues is limited to a proposal to place it on the agenda for a later meeting. Each speaker shall be limited to 3 minutes, unless more than 10 members of the public wish to speak during this meeting. In such case, speakers offering public comment shall be limited to 1 minute each.

Note: Members of the public wishing to address the Board of Directors on specific agenda items will be required to indicate the agenda items on which they wish to speak. They will be given an opportunity to speak when the item is called and prior to consideration by the Board. Such comments shall be limited to 3 minutes per speaker for each agenda item. If more than 10 members of the public wish to speak, all speakers shall be limited to 1 minute each per item per person.

4. Minutes of prior meetings.

5. All matters related to West Travis County Public Utility Agency.

6. LCRA Cost-Sharing Program.

7. Engineer's Report on some or all of the agenda items.

8. Construction projects within the District, including advertisement for bids and approval, award, recommendation, administration of construction contracts, change orders and pay estimates.


9. MS4 Permit; maintenance of drainage easements and ponds; issues with HOA amenity center drainage facilities.

10. Bookkeeper's report, including authorization of payment of bills; builder deposits.

11. District Manager's Report on operations.
 - a. Customer Requests
 - b. Payment plans for District customers during COVID-19 virus crisis.
 - c. Landscape Maintenance Contracts; Additional landscaping services
 - d. Inspections of HOA effluent irrigation system
 - e. Maintenance and trimming of trees and vegetation on District property; Oak tree limbs damaged in Lemon Mint Park; removal of vegetation on District property planted by homeowners without permission
 - f. Cleanup, Repair and Maintenance within the District needed as a result of recent winter storms
 - g. Possible repairs to areas of streets in Sections 5B and 6
 - h. Leak detection investigation
12. Electronic Meters.
13. Badger Meter Beacon AMA Managed Solution Master Agreement (software).
14. Insurance proposals with AJ Gallagher; Notices to TML if changing carriers.
15. Billing Adjustments; Adjustments for Freeze-Related Usage.
16. Taylor Lake Effluent Pond, the District's effluent disposal system; HOA's effluent irrigation system; Effluent Disposal Contract between the District and HOA.
17. Dates for future board meetings.
18. Report from Mr. Rip Miller on progress of approvals for and development of the 11.73-acre tract owned by Senna Hills, Ltd.
19. Contract by and among the District, Senna Hills Homeowners Association, Inc.; Senna Hills, Ltd. and The Senna Hills Trust.
20. Adjourn.

The Board may go into closed session at any time when permitted by Chapter 551, Government Code. Before going into closed session a quorum of the Board must be assembled in the meeting room, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551, Government Code, authorizing the closed session.

(SEAL)



Attorney for the District

MINUTES OF MEETING
OF
SENNA HILLS MUNICIPAL UTILITY DISTRICT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

A meeting of the Board of Directors of Senna Hills MUD was held at 7:10 a.m. on March 26, 2021 by remote access only in accordance with the March 16, 2020 Order by Governor Abbott temporarily suspending certain requirements of the Texas Open Meetings Act to advance the goal of limiting face-to-face meetings to slow the spread of COVID-19. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act and as modified by the Governor's Order.

1. CALL TO ORDER

The meeting was called to order.

2. ROLL CALL OF DIRECTORS

The Directors present were:

Chet A. Palesko - President
David I. Perl – Vice President
Lisa S. McKenzie – Secretary
Joe Szoo – Assistant Secretary
Corey Newhouse – Assistant Secretary

thus constituting a quorum. All Directors were present.

Also present at the meeting were Bill Flickinger and Jeniffer Concienne of Willatt & Flickinger, PLLC, Robert Ferguson of Murfee Engineering, Kristi Hester and Ronja Keyes of Inframark and Allen Douthitt of Bott & Douthitt.

3. CITIZEN COMMENTS

No citizens commented under this section.

4. MINUTES OF PRIOR MEETINGS

President Chet Palesko entertained a motion for approval of the Minutes. Motion was made by David I. Perl and seconded by Lisa McKenzie to approve the Minutes of the February 26, 2021 meeting as presented in the agenda package. The motion carried unanimously.

5. PAYMENT PLANS FOR DISTRICT CUSTOMERS DURING COVID-19 VIRUS CRISIS

This item was not discussed.

6. ALL MATTERS RELATED TO WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

This item was not discussed.

7. LCRA COST-SHARING PROGRAM

President Chet Palesko discussed the background of the LCRA cost sharing program.

President Palesko prepared the application and submitted it to the LCRA. The application was filed to obtain financial help with the smart meter upgrade project. The total project costs are approximately \$103,000. The first year will cost approximately \$80,000 to \$90,000, with the remaining divided between years two and three. After review of the application, the LCRA could provide up to \$17,000 towards the project. Mr. Palesko asked the Board if they wish to proceed with the application for funds. Some of the Board wanted to proceed. However, there was discussion that if the amount from the LCRA is under \$10,000 they do not. The Board thanked President Palesko for his time and effort in preparing the application. After discussion, President Chet Palesko entertained a motion. Motion was made by David I. Perl and seconded by Lisa McKenzie to ratify and confirm the submission of the Cost Sharing Program Application to the LCRA and authorize President Chet Palesko to move forward with the LCRA as necessary. Corey Newhouse and Joe Szoo voted against the motion. The motion carried.

8. ENGINEER'S REPORT ON SOME OR ALL OF THE AGENDA ITEMS

Engineer Robert Ferguson discussed his report as included in the agenda package.

Mr. Ferguson reported that he will be getting with Manager Jesse Kennis on Tuesday to walk the irrigation fields in connection with the mapping project.

In regard to the stormwater system and amenity center issues, Mr. Ferguson noted that the status had not changed and is in a holding pattern. Lisa McKenzie stated that the HOA's attorney advised the HOA it is responsible for the repair of the collapsed stormwater pipe.

Mr. Ferguson discussed the effluent pond liner project. Liner samples were provided to the committee for consideration. A major element of the project is managing the effluent during the time the pond is offline. Murfee Engineering is working on an acceptable approach. Most likely, a storage tank will be used, and they will maximize use of all of the spray irrigation fields.

There have been no responses from TxDOT or City of Austin in connection with SHL site plans and development activity.

9. CONSTRUCTION PROJECTS WITHIN THE DISTRICT, INCLUDING ADVERTISEMENT FOR BIDS AND APPROVAL, AWARD, RECOMMENDATION, ADMINISTRATION OF CONSTRUCTION CONTRACTS, CHANGE ORDERS AND PAY ESTIMATES

This item was not discussed.

10. MS4 PERMIT; MAINTENANCE OF DRAINAGE EASEMENTS AND PONDS; ISSUES WITH THE HOA AMENITY CENTER DRAINAGE FACILITIES

This item was not discussed.

11. BOOKKEEPER'S REPORT, INCLUDING AUTHORIZATION OF PAYMENT OF BILLS; BUILDER DEPOSITS

Bookkeeper Allen Douthitt discussed the financials, invoices, per diems and four fund transfers with the Board. Corey Newhouse inquired about the Badger meter charge. Mr. Douthitt advised it was the connection fees for the 10-meter pilot program. After discussion, President Chet Palesko entertained a motion. Motion was made by Joe Szoo and seconded by Corey Newhouse to approve the financials and payment of the invoices, per diems and authorize the four fund transfers as presented. The motion carried unanimously.

12. DISTRICT MANAGER'S REPORT ON OPERATIONS

- a. Customer Requests
- b. Landscape Maintenance Contracts; Additional landscaping services
- c. Inspections of HOA effluent irrigation system
- d. Maintenance and trimming of trees and vegetation on District property; removal of vegetation on District property planted by homeowners without permission
- e. Cleanup, Repair and Maintenance within the District needed as a result of recent winter storms.

Manager Kristi Hester discussed the Executive Summary with the Board.

Mrs. Hester reported on the wastewater treatment plant. The plant is running at 91% capacity. The capacity is above average for this time due to the dripping of pipes during the winter storm. Mrs. Hester discussed an overflow at the sludge box. The operator was wasting to the sludge box and during the process, went and checked on the District's lift stations. Unfortunately, the polymer pump malfunctioned causing the overflow of approximately 1,000 gallons. This instance was reported to the TCEQ. President Chet Palesko inquired about TCEQ's fining. Mrs. Hester does not believe the District will be fined for this spill. However, it will be noted in the District's next inspection by the TCEQ. President Palesko asked if the District should be considering other precautions to prevent a spill of this type. Mrs. Hester advised that this type of overflow would have been caught within the hour when the operator returned to stop the wasting

process. David I. Perl inquired about installing a float switch on the system. President Palesko is not in favor of over monitoring the system.

In regard to the re-use water system, Pios repaired broken irrigation heads due to damage from the freeze.

The District purchased 6.7 million gallons of water for the month of February. There was a 21.71% water loss reported. There was discussion that the water loss may be a result of the electronic meter change out. After further discussion, President Chet Palesko entertained a motion for leak detection in the system. Motion was made by Lisa McKenzie and seconded by Corey Newhouse to authorize leak detection services not to exceed \$5,000. The motion carried unanimously.

There were five delinquent letters mailed out and one door tag hung, however, there were no disconnects of water service. Mrs. Hester reported on a billing error on the base contract due to the incorrect number of delinquent letters that were mailed out. Inframark will be crediting the District \$375.

Mrs. Hester reported all mechanical meters that have registered over one million gallons have been changed out for electronic meters.

Attorney Bill Flickinger discussed the draft letter to the Golsons regarding applicable utility fees and applications for the proposed swimming pool/casita project at 10621 Straw Flower Drive. The letter will be finalized and sent out today. There was discussion of where the pool water will be deposited when the pool is backwashed or drained. Engineer Robert Ferguson noted that the pool water can be discharged over the owner's property. The pool water should not go in the sanitary sewer system. If the rules allow, the backwash can be drained into the storm drain system. Manager Kristi Hester will review the MS4 permit.

Lisa McKenzie discussed damaged oak trees and broken limbs at the Lemon Mint Park due to the winter storm. There was discussion of the possibility of oak wilt. David I. Perl believes the District has responsibility to prevent oak wilt within the District. After discussion, President Palesko entertained a motion. Motion was made by David I. Perl and seconded by Corey Newhouse to have Zane Furr, the District's landscaper inspect the Lemon Mint Park area for downed limbs and damaged trees and to seal the trees and haul off the debris, not to exceed \$5,000. The motion carried unanimously.

13. ELECTRONIC METERS

This item was discussed as part of the Manager's Report.

14. BILLING ADJUSTMENTS; ADJUSTMENTS FOR FREEZE-RELATED USAGE

Lisa McKenzie reported that there were 56 residents who got relief from the tiered pricing change that the Board approved last month and that the reduction total was less than \$1,500. Mrs.

McKenzie also noted that 147 residents had more than 10,000 gallons of water consumption in February, who were benefited from taking that period out of the winter averaging calculation.

15. EAGLE PROJECT PLANNED BY BOY SCOUTS ON HOA TRAILS ON DISTRICT PROPERTY

Attorney Bill Flickinger advised that the Eagle project planned by the Boy Scouts on the trails within the District is an HOA issue. This project is informational for the Board. No action is needed.

16. TAYLOR LAKE EFFLUENT POND, THE DISTRICT'S EFFLUENT DISPOSAL SYSTEM; EFFLUENT DISPOSAL CONTRACT BETWEEN THE DISTRICT AND HOA

This item was discussed under the Engineer's Report above.

17. DATES FOR FUTURE BOARD MEETINGS

The next several Board meeting dates are as follows: April 30th, May 28, 2021, June 25th and July 30th.

18. REPORT FROM MR. RIP MILLER ON PROGRESS OF APPROVALS FOR AND DEVELOPMENT OF THE 11.73 ACRE TRACT OWNED BY SENNA HILLS, LTD.

This item was not discussed.

19. CONTRACT BY AND AMONG THE DISTRICT, SENNA HILLS HOMEOWNERS ASSOCIATION, INC.; SENNA HILLS, LTD. AND THE SENNA HILLS TRUST

President Chet Palesko announced that the Board of Directors will go into closed session for consultation with the District's attorney pursuant to Section 551.071 of the Texas Government Code regarding matters related to Agenda Item No. 19. The Board went into closed session at 8:36 a.m.

At 8:59 a.m., President Palesko announced that the Board of Directors had concluded its closed session and was returning to open meeting, and that no action was taken during the closed session.

20. ADJOURN

President Chet Palesko adjourned the meeting.

Chet A. Palesko, President

ATTEST:

Lisa S. McKenzie, Secretary

[SEAL]

MURFEE ENGINEERING COMPANY, INC.

Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., South
Building D, Suite 110
Austin, Texas 78746
(512) 327-9204

M E M O R A N D U M

DATE: April 22, 2021

TO: Senna Hills MUD Board of Directors

FROM: Robert Ferguson, P.E.

RE: Report from the Engineer for the Meeting of April 30, 2021
MEC Project No.: 11033.65

Wastewater Treatment Plant and Effluent Irrigation:

Mapping of Irrigation Fields: Field verifications were initiated with some notations as to a need to have PIOS return to confirm their work in establishing signal wire connections for the part of the system east of Senna Hills Drive.

Stormwater System and the Amenity Center: We understand work was initiated with InfraMark to repair the storm pipe, remove the obstruction and repair the pool drain connection.

Taylor Lake Pond Liner:

We are coordinating with InfraMark on the operations aspect of managing the produced effluent during the liner replacement. This will entail both providing alternative storage capability while continuing irrigation via a temporary pump station.

Site Plans and Development Activity:

Status remains the same: *We note there have been no responses on the comments to the office site plan nor has TxDOT received any updates to the driveway permit application. We are monitoring what is posted to the City's site permit website.*



Senna Hills Municipal Utility District
14050 Summit Drive Suite 113A
Austin, Texas 78728
512-844-1041



**Senna Hills Municipal Utility District
General Managers Report for the Month of
March 2021
Board Meeting: April 30th, 2021**

Reviewed By: Kristi Hester
Date: 4.21.21



14050 Summit Drive, #103 Austin, TX 7872-
 United States
 T: +1 512 246 0498
www.inframark.com

Memorandum for: Senna Hills MUD Board of Directors

From: Kristi Hester

Date: 4.21.21

Subject: General Manager's Executive Summary Report

Below is a summary of activities since the last board meeting:

1) Wastewater Treatment Plant

- a) 2,423,000 gallons of wastewater treated for the Month of March
- b) 78,000 gallons average daily flow for the Month of March at 78% plant capacity
- c) All facilities are in compliance for the Month of March
- d) Repaired leak on chlorination system
- e) Repaired polymer pump and feed system
- f) Installed new AC unit in control room

2) Re-Use Water System

- a) Nothing significant to report at this time

3) Distribution System – Billing

- a) We are review the water accountability number and will provide details at the Board meet
- b) Water purchased 5.3 sold 2.9 with a 56% accounted for
- c) Replaced 73 meters from analog to AMI - inventory left 23 5/8" and 21 3/4" and 1 1"

5) Collection System

- a) Quarterly Mechanical Preventive Maintenance Completed
- b) Repaired and replaced grinder pump at 10409 Peonia Ct

6) Drainage/Ponds

- a) Scheduling cleaning of several ponds for May weather permitting
- a) Repairs to the Amenity Center storm drain are complete

Current Items Requiring Board Approval:

Vendor	Amount	WO#	Budget Amount	Description

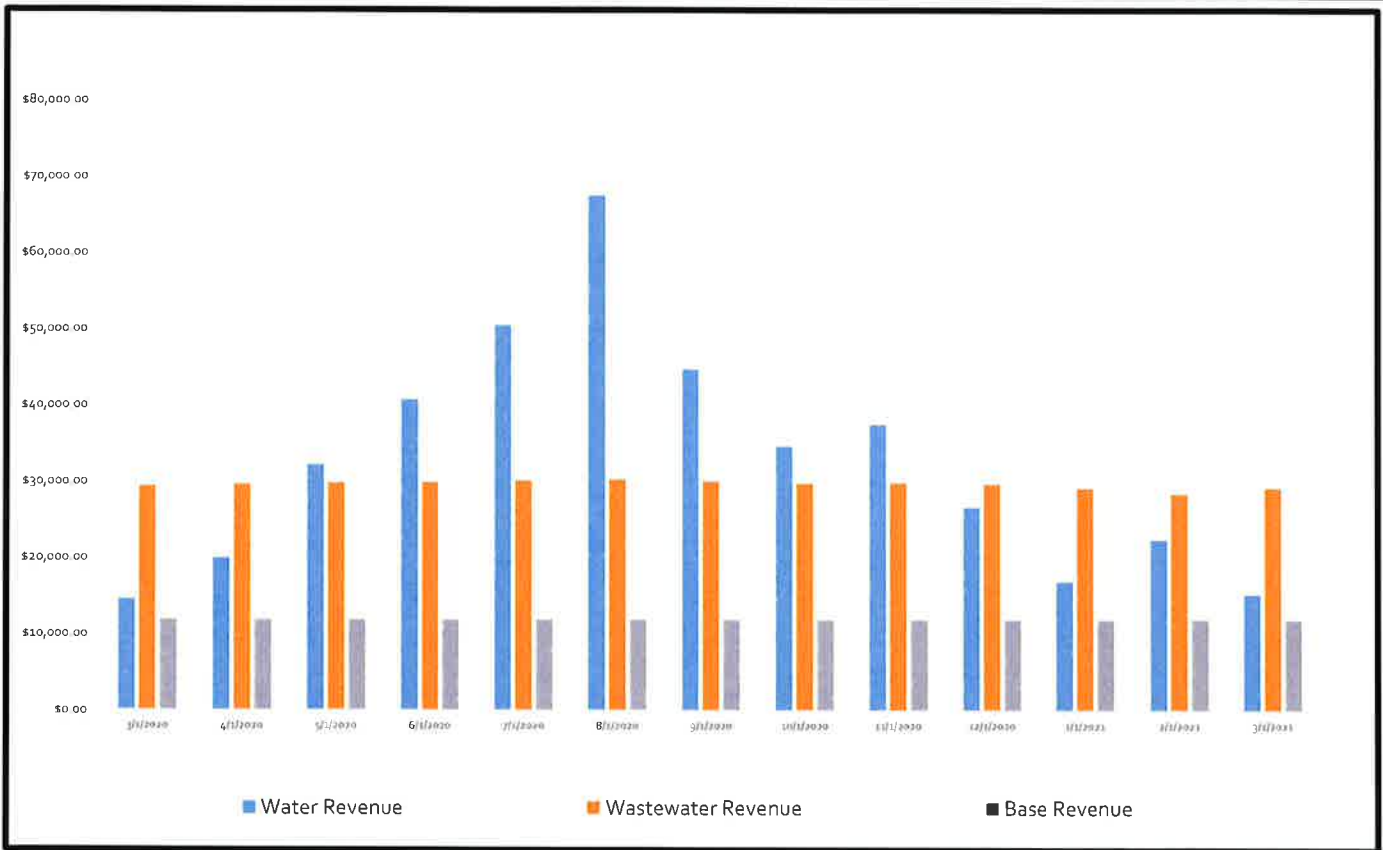


Billing Summary

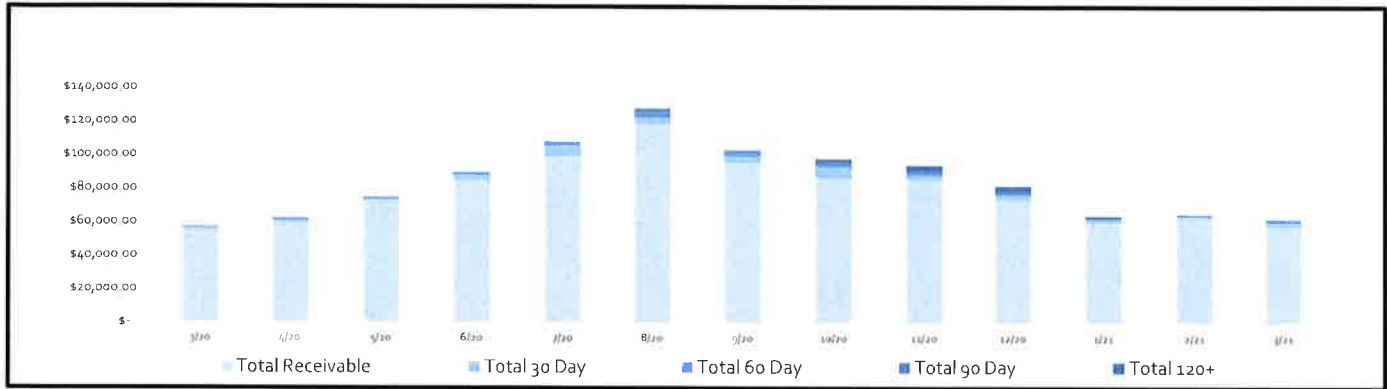


Description	Connections	
	Mar-20	Mar-21
Residential	405	405
Hydrant	-	-
Tracking	5	5
No Bill	1	1
Total Number of Accounts Billed	411	411
	Consumption	
Residential	2,839,000	2,917,000
Hydrant	-	-
Tracking Amenity Center	13,000	8,000
Total Gallons Consumed	2,852,000	2,925,000
	Average Consumption	
Residential	7,010	7,202
Hydrant	-	-
Tracking	2,600	1,600
Avg Water Use for Accounts Billed	6,939	7,117
Total Billed	\$ 58,035	\$ 58,527
Total Aged Receivables	\$ (3,066)	\$ (434)
Total Receivables	\$ 54,969	\$ 58,093

12 Billing Month History Revenue by Category



12 Month Accounts Receivable and Collections Report



Date	Total Receivable	Total 30 Day	Total 60 Day	Total 90 Day	Total 120+
3/20	\$ 54,959.25	\$ 1,363.85	\$ 455.55	\$ 125.45	\$ 87.04
4/20	\$ 59,559.19	\$ 1,510.86	\$ 479.77	\$ 161.02	\$ 206.41
5/20	\$ 72,614.06	\$ 1,022.58	\$ 666.13	\$ 149.52	\$ 66.41
6/20	\$ 84,434.56	\$ 3,263.99	\$ 739.08	\$ 284.50	\$ 215.93
7/20	\$ 99,382.73	\$ 5,664.86	\$ 1,967.43	\$ 225.05	\$ 206.41
8/20	\$ 118,432.85	\$ 3,897.91	\$ 3,574.75	\$ 1,672.95	\$ 90.03
9/20	\$ 95,241.04	\$ 4,047.31	\$ 2,481.75	\$ 949.81	\$ 81.74
10/20	\$ 86,426.07	\$ 6,598.91	\$ 1,714.63	\$ 2,077.01	\$ 868.39
11/20	\$ 85,816.45	\$ 2,329.59	\$ 1,473.47	\$ 1,359.46	\$ 2,945.40
12/20	\$ 73,915.09	\$ 2,494.91	\$ 929.37	\$ 1,314.59	\$ 3,038.53
1/21	\$ 60,176.37	\$ 2,026.57	\$ 6.77	\$ -	\$ 1,507.36
2/21	\$ 62,583.57	\$ 1,229.60	\$ 556.79	\$ 6.77	\$ 206.41
3/21	\$ 58,092.95	\$ 1,887.29	\$ 1,234.74	\$ 458.39	\$ 213.18
Board Consideration to Write Off	\$0.00				
Board Consideration Collections	\$0.00				
Delinquent Letter Mailed		11			
Delinquent Tags Hung		2			
Disconnects for Non Payment		N/A			



Water Production and Quality

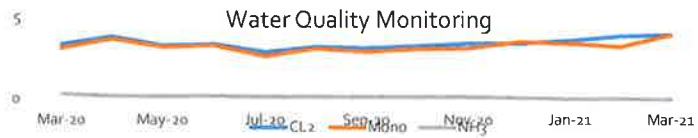


Water Quality Monitoring

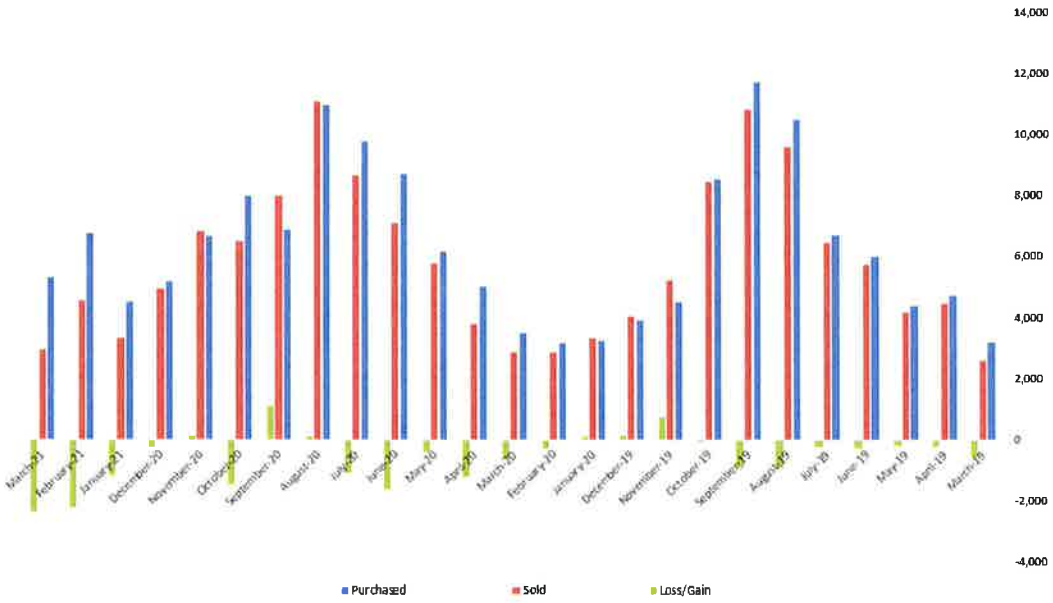
Current Annual CL2 Avg

Requirements Min .50

Date	CL2	Mono	NH3
Mar-20	3.36	3.13	0.30
Apr-20	3.84	3.69	0.20
May-20	3.28	3.21	0.18
Jun-20	3.37	3.31	0.19
Jul-20	2.89	2.64	0.16
Aug-20	3.2	3.11	0.15
Sep-20	3.14	2.91	0.15
Oct-20	3.27	3.09	0.16
Nov-20	3.43	3.12	0.16
Dec-20	3.42	3.52	0.09
Jan-21	3.59	3.42	0.03
Feb-21	3.88	3.22	0.04
Mar-21	3.95	3.95	0.01



Water Accountability Report



Month	Read Date	Purchased (1000)	Sold (1000)	Flushing	Gal.s Loss (-)	Accounted For %	Running	
							Loss %	Accounted For %
March 19	3/14/19	3,197	2,595	4	(598)	81.3%	-6.62%	93.38%
April 19	4/15/19	4,741	4,485	3	(583)	94.7%	-5.71%	94.29%
May 19	5/16/19	4,367	4,148	4	(215)	95.1%	-5.37%	94.63%
June 19	6/17/19	6,006	5,724	4	(278)	95.4%	-5.91%	94.09%
July 19	7/16/19	6,699	6,468	6	(225)	96.6%	-5.82%	94.18%
August 19	8/15/19	10,503	9,588	6	(909)	91.3%	-6.33%	93.67%
September 19	9/16/19	11,723	10,812	4	(907)	92.3%	-7.23%	92.77%
October 19	10/15/19	8,547	8,458	5	(84)	99.0%	-6.49%	93.51%
November 19	11/14/19	4,508	5,232	13	737	116.3%	-5.03%	94.97%
December 19	12/16/19	3,895	4,046	5	155	104.0%	-4.43%	95.57%
January 20	1/16/20	3,243	3,318	6	81	102.5%	-3.91%	96.09%
February 20	2/17/20	3,153	2,854	2	(297)	90.6%	-3.96%	96.04%
March 20	3/17/20	3,498	2,857	3	(637)	81.8%	-4.00%	96.00%
April 20	4/16/20	5,001	3,791	5	(1,206)	75.9%	-5.32%	94.68%
May 20	5/15/20	6,085	5,765	6	(411)	93.4%	-5.46%	94.54%
June 20	6/15/20	8,711	7,082	5	(1,624)	81.4%	-7.04%	92.96%
July 20	7/15/20	9,786	8,676	6	(1,103)	88.7%	-7.88%	92.12%
August 20	8/17/20	10,954	11,062	6	113	101.0%	-8.88%	93.46%
September 20	9/17/20	6,878	7,968	6	1,095	115.9%	0.38%	95.72%
October 20	10/16/20	7,997	6,491	5	(1,510)	81.2%	-1.13%	93.77%
November 20	11/16/20	6,669	6,820	4	155	102.3%	-1.13%	93.19%
December 20	12/17/20	5,175	4,931	3	(241)	95.4%	-7.96%	92.79%
January 21	1/15/21	4,460	3,316	11	(1,133)	74.6%	-7.48%	91.36%
February 21	2/21/21	6,662	4,534	4	(2,124)	68.1%	-21.71%	89.44%
March 21	3/18/21	5,315	2,955	-	(2,360)	55.6%	-34.75%	87.52%



Wastewater Production and Quality



Wastewater Flows for the Month of March



Wastewater Treatment Permit Summary

For the Month of March

	PERMIT	ACTUAL	COMPLIANT?	PERCENT
AVG. PERMITTED FLOW	0.1 MGD	0.078	Yes	78%
AVG. PERMITTED BOD	5 mg/L	1	Yes	mg/L
AVG. PERMITTED TSS	5 mg/L	1	Yes	mg/L
AVG. PERMITTED AMMONIA NH ₃	2.0 mg/L	0.05	Yes	mg/L
MIN. Cl ₂ RESIDUAL POND	1.0 mg/L	1.74	Yes	mg/L
PH (Min)	6.0 Std Units	6.9	Yes	Std Units
PH (Max)	9.0 Std Units	7.2	Yes	Std Units

Senna Hills MUD Wastewater Flow Historical

TOTALS	Connections	Total Effluent Flows	Average	Avg Flow Per Connection	WWTP Capacity %	ROW Flows	Pond Flows	Total Irrigation Flows
Mar-21	411	2,423,000	78,000	190	78%	496,000	2,019,000	2,515,000
Feb-21	411	2,549,000	91,000	221	91%	293,000	2,405,000	2,697,800
Jan-21	411	2,402,000	77,000	187	77%	248,800	2,280,000	2,527,000
TOTALS		7,374,000	82,000	200	82%	1,035,800	6,704,000	7,739,800
Dec-20	411	2,519,000	81,000	197	81%	272,000	2,637,100	2,365,000
Nov-20	411	2,270,000	76,000	185	76%	508,800	1,880,000	2,388,800
Oct-20	411	2,527,000	82,000	200	82%	887,400	1,733,000	2,620,500
Sep-20	411	2,483,000	83,000	202	83%	874,900	1,697,000	2,571,400
Aug-20	411	2,419,000	78,000	190	78%	748,500	1,708,000	2,454,700
Jul-20	411	2,422,000	78,000	190	78%	593,700	1,641,000	2,234,500
Jun-20	411	2,426,000	81,000	197	81%	417,500	2,420,000	2,637,300
Mar-20	411	2,582,000	83,000	202	83%	267,900	2,030,000	2,298,000
Apr-20	412	2,472,000	82,000	199	82%	171,400	2,141,000	2,312,100
Mar-20	412	2,636,000	85,000	206	85%	165,800	1,918,000	2,083,800
Feb-20	412	2,011,000	69,000	167	69%	73,000	1,823,000	1,895,900
Jan-20	412	2,180,000	70,000	170	70%	118,000	1,948,000	2,066,000
TOTALS		28,947,000	78,000	192	79%	5,098,700	23,674,100	28,128,000
Dec-19	412	2,138,000	69,000	167	69%	166,000	1,851,000	2,016,800
Nov-19	412	2,132,000	71,000	172	71%	518,800	1,577,000	2,095,000
Oct-19	412	2,129,000	69,000	167	69%	710,500	1,414,000	2,124,800
Sep-19	412	2,157,000	72,000	175	72%	642,000	1,650,000	2,292,000
Aug-19	412	2,207,000	71,000	172	71%	680,000	1,483,000	2,143,000
Jul-19	412	1,895,000	61,000	148	61%	594,000	1,166,000	1,760,000
Jun-19	412	1,944,000	65,000	158	65%	276,000	1,345,000	1,621,000
May-19	412	2,108,000	76,000	184	76%	33,200	2,157,000	2,190,200
Apr-19	412	2,005,000	67,000	163	67%	32,200	728,000	760,200
Mar-19	412	1,905,000	61,000	148	61%	55,000	1,846,000	1,901,000
Feb-19	412	1,791,000	64,000	155	64%	9,000	1,781,000	1,790,000
Jan-19	412	2,303,000	74,000	180	74%	76,000	2,227,000	2,303,000
TOTALS		24,714,000	68,333	166	68%	3,701,900	19,205,000	22,996,800



**STORMWATER POND INSPECTION
SAND FILTER SYSTEM**

DISTRICT: SENNA
DATE: 03.01.2021
WO#: 2480753
TECH.: TAMMY YBARRA

Pond Location	STRAWFLOWER
Pond water level	WET
Does the pond drain within 48 hours?	YES
Sediment depth in the forbay?	HAS DEEP SPOTS AT FORBAY
Sediment depth in the sand filter area?	WET
Trash found at site?	NO
Is vegetation below 18" in height?	YES
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	GOOD
Was sediment found in the under drain piping? Remove open clean out tops and check	NO
Any damage to structural elements (pipes, concrete drainage, retaining walls, gablan walls, etc.)?	NO
Discharge valve open operational	N/A
Emergency bypass valve closed and operational	N/A
Are all inlets in area clear of debris and sediment?	NO - SEDIMENT & VEGETATION

COMMENTS INLET NEEDS ATTENTION - WO 2299668





**STORMWATER POND INSPECTION
SAND FILTER SYSTEM**

DISTRICT: SENNA
DATE: 03.01.2021
WO#: 2480753
TECH.: TAMMY YBARRA

Pond Location	MILAGRO
Pond water level	WET
Does the pond drain within 48 hours?	YES
Sediment depth in the forbay?	WET
Sediment depth in the sand filter area?	WET
Trash found at site?	NO
Is vegetation below 18" in height?	YES
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	GOOD
Was sediment found in the under drain piping? Remove open clean out tops and check	NO
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	NO
Discharge valve open operational	N/A
Emergency bypass valve closed and operational	N/A
Are all inlets in area clear of debris and sediment?	YES

FALLEN TREE LEANING INTO SAND FILTER (OBTAIN QUOTE) - WO 2491778

COMMENTS BRICKS AT ENTRANCE NEED TO BE RELAYED, BRIDGE NEEDS ATTENTION, FENCE IS DAMAGED





**STORMWATER POND INSPECTION
FILTER SYSTEM**

DISTRICT: SENNA
DATE: 03/01/2021
WO#: 2480753
TECH.: TAMMY YBARRA

Pond Location	SEC 2
Pond water level	WET
Does the pond drain within 48 hours?	YES
Sediment depth in the forbay?	N/A
Sediment depth in the sand filter area?	N/A
Trash found at site?	NO
Is vegetation below 18" in height?	YES
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	NEEDS ATTENTION
Was sediment found in the under drain piping? Remove open clean out tops and check	N/A
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabian walls, etc.)?	NO
Discharge valve open operational	N/A
Emergency bypass valve closed and operational	N/A
Are all inlets in area clear of debris and sediment?	YES

COMMENTS CLEAN VEGETATION AROUND DOUT FALL PIPE - **WO 2491804**





**STORMWATER POND INSPECTION
SAND FILTER SYSTEM**

DISTRICT: SENNA

DATE: 03.01.2021

WO#: 2480753

TECH.: TAMMY YBARRA

Pond Location	SEC 4
Pond water level	WET
Does the pond drain within 48 hours?	YES
Sediment depth in the forbay?	N/A
Sediment depth in the sand filter area?	N/A
Trash found at site?	NO
Is vegetation below 18" in height?	NO
Trees or brush found in basin area?	NO
Condition of the media?	GOOD
Condition of vegetation around the out fall pipe	GOOD
Was sediment found in the under drain piping? Remove open clean out tops and check	NO
Any damage to structural elements (pipes, concrete drainage, retaining walls, gabion walls, etc.)?	EROSION ISSUE NEXT TO EMBANKMENT AT GABION - WO 2443736
Discharge valve open operational	N/A
Emergency bypass valve closed and operational	N/A
Are all inlets in area clear of debris and sediment?	YES

EROSION ISSUE NEXT TO EMBANKMENT AT GABION - WO 2443736

COMMENTS

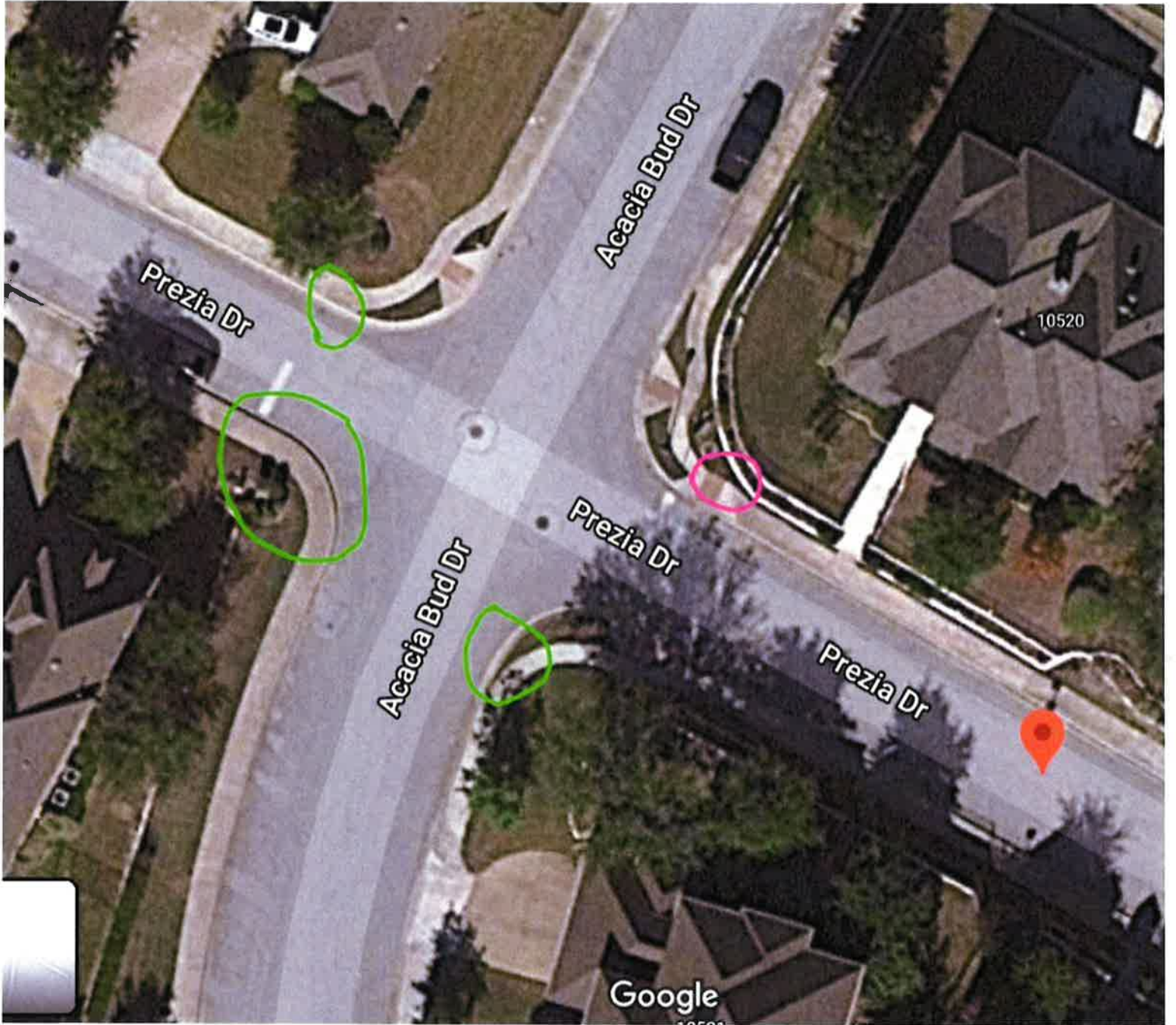
















BADGER METER
BEACON AMA MANAGED SOLUTION
MASTER AGREEMENT

Senna Hills Municipal
Utility District

This BEACON AMA MANAGED SOLUTION MASTER AGREEMENT (“**Agreement**”) is entered into as of the _____ day of _____, 2021__ (the “**Effective Date**”) by and between Badger Meter, Inc. , a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 (“**Badger Meter**”) , and Senna Hills Municipal Utility District, a political subdivision of the State of Texas (“**Customer**”).

(1) **SERVICE.** Badger Meter and its cellular service aggregator and data-hosting service providers (“**Suppliers**”) have developed a hosted, on-demand, web-based service website (“**Portal**”) accessible to its customers to provide metering and water usage service information, communicated through a cellular network, for its customers (“**Service**”), and documentation to assist customers in using the Portal and the Service (“**Documentation**”).

(2) **RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE.** In consideration of the payment of the Service Fees as set forth in Section (5), Badger Meter grants to Customer, its employees and contractors that Customer approves as users of the Service (“**Authorized User**”) and Customer’s approved end-user water customers (“**Authorized Consumer**”) the right to remotely access and use the Service from the Portal (as currently configured) for Customer’s internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement.

(3) **OWNERSHIP OF PORTAL AND SERVICE.**

(a) **Badger Meter Service.** Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither Customer, nor its Authorized Users or Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.

(b) **Suggestions.** If Customer provides Badger Meter any suggested improvements (“**Suggestions**”) to the Portal, Service or Documentation, Customer agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, Customer irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions and agrees to provide Badger Meter with commercially reasonable assistance to document, perfect and maintain Badger Meter’s rights in the Suggestions.

(4) **TERM.** The term of this Agreement begins on the Effective Date and continues for a ten (10) year term unless earlier terminated in accordance with Section (16) of the Agreement (the “**Term**”).



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(5) FEES.

(a) Service Fees. In consideration for the right to access and use the Portal, Service and Documentation, Customer agrees to pay Badger Meter certain fees (“**Service Fees**”) to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Users and Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in **Exhibit 1 - Fees**.

(b) Taxes and Surcharges. Customer will be responsible to pay any sales, use, value added or excise taxes or surcharges resulting from use of the Portal, Service and Documentation by Customer, its Authorized Users or Authorized Consumers, excluding taxes due on Badger Meter’s income. Customer will not be responsible for payment of taxes or surcharges resulting from its use of the cellular service included as part of the Service, as those charges are included in the Service Fees.

(c) Updated Schedule of Fees. At least ninety (90) days prior to the expiration date of the Term (“**Anniversary Date**”), Badger Meter will provide Customer with an updated Schedule of Fees for the Service for the upcoming contract term.

(6) RESTRICTIONS ON RIGHT TO USE. Customer agrees that Customer, its Authorized Users and Authorized Consumers will not use or permit or assist another to use the Portal, Service or Documentation in violation of this Agreement and will not:

(a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Users or Authorized Consumers to access or use the Portal, Service, or Documentation.

(b) Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.

(c) Modify, alter, tamper with, repair or otherwise create derivatives from the Portal, Service or Documentation.

(d) Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation or apply any other process or procedure to derive the source code from any software included in the Portal or Service.

(e) Provide Customer Content that infringes on the intellectual rights of any person or entity or use the Portal, Service or Documentation in violation of the intellectual property rights of Badger Meter, its Suppliers or any third party.

(f) Use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.



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- (g) Assert or authorize, assist or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.
- (h) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.
- (i) Make any unauthorized connection to Badger Meter's information technology architecture ("Network")
- (j) Communicate any unsolicited commercial, voice, SMS, or other message through the Portal or the Service.
- (k) Upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.
- (l) Take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Suppliers, Network or the property or reputation of Badger Meter or its Suppliers; provided however, that actions related to enforcement of rights under this Agreement shall not be considered a violation of this provision.

Customer and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter, its Suppliers or Customer related to abuse or fraudulent use of the Portal and Service.

(7) **CUSTOMER SUPPORT.** Badger Meter will provide Customer the support services described in Exhibit 2 - Service Level Agreement.

(8) **CUSTOMER CONTENT.**

(a) **Customer Content Defined.** Customer, its Authorized Users and Authorized Consumers will provide Badger Meter and its Suppliers certain text, audio, video, images, Customer Data, customer billing information, personally identifiable information or other content ("**Customer Content**").

(b) **Ownership.** The Parties agree that the Customer Content is and shall remain the sole and exclusive property of Customer and/or its licensors or Authorized Consumers, including but not limited to any intellectual rights in the Customer Content.

(c) **Use of Customer Content by Badger Meter.** Customer, its Authorized Users and Authorized Consumers consent to Badger Meter and its Suppliers' right to host, access, store,



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copy and use the Customer Content as reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain Customer Content only to the extent required to provide the Service to Customer, its Authorized Users and Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders). Badger Meter will give Customer reasonable notice within ten (10) business days of a request from a governmental entity to allow Customer to seek a protective order or other appropriate remedy.

(d) Customer Responsibilities. Customer is solely responsible for the development, content, operation and maintenance of the Customer Content, including but not limited to the technical operation of the Customer Content, and ensuring that calls made to the Service from Customer's network are compatible with then-current API's for the Service. Customer will respond to any Claims related to the Customer Content and is responsible for properly handling and processing notices sent to Customer by any person claiming that the Customer Content violates such person's legal rights, including notices pursuant to the Digital Millennium Copyright Act.

(9) CONFIDENTIALITY.

(a) Confidential Information Defined. For purposes of this Agreement, Confidential Information means all nonpublic information disclosed by one party to the other that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its affiliates, Suppliers, business partners, technology, customers, business plans, intellectual property, promotional and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; (d) the Customer Content, but only to the extent that Customer Content contains proprietary information, billing information or other personally identifiable information ("**Customer Data**"); (e) Traffic Data; and (f) any other information confidential under law.

(b) Protection of Confidential Information. To the extent permitted by law, the parties agree to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information of the other party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. The Parties will take commercially reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except that Confidential Information which is provided to Customer and expressly designated in writing as a trade secret which shall continue to be subject to these confidentiality obligations in perpetuity. The Parties will not issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Portal or Service; provided, however, that Customer may notify its Authorized Consumers of such



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matters, including providing information about the services provided hereunder and use thereof on Customer's website and in Customer's rules, orders and newsletters. Customer agrees it will not misrepresent or embellish the relationship between the Parties (including by expressing or implying that Badger Meter supports, sponsors, endorses or contributes to Customer or its business endeavors) or express or imply any relationship or affiliation between Badger Meter and Customer or any other person or entity except as expressly permitted by this Agreement.

(c) Ownership of Customer Data. All Customer Data pertaining to Customer or its Authorized Consumers is considered Confidential Information of Customer and owned by Customer. Customer grants Badger Meter and its Suppliers the right to host, access, store, copy, and use the Customer Data as is reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation.

(d) Traffic Information. All de-identified data generated or collected by Badger Meter through operation of the Portal and Service is referred to as the "Traffic Data." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.

(e) Third Party Requests for Confidential Information. Neither party may disclose the other party's Confidential Information except to a Supplier subject to the restrictions in this Agreement or an Authorized User or Authorized Consumer except as otherwise required by law or as provided herein below. Customer is subject to Chapter 552, Texas Government Code (the "Public Information Act") and records that are confidential under the Public Information Act may be exempt from release by Customer in response to a records request made pursuant to the Public Information Act. If Badger Meter reasonably believes any information related to this Agreement is confidential under the Public Information Act, Badger Meter shall be responsible for marking such information "CONFIDENTIAL" on the first page, cover page, or in some other conspicuous manner. If Customer receives a records request for information that has been so marked, then except as required by law, Customer will not release any portion of such information and shall give Badger Meter notice of the records request no later than three business days after Customer receives the records request. Pursuant to the Public Information Act, Badger Meter may request an opinion from the Texas Attorney General as to whether such information must be released. Customer agrees to not release any information that the Texas Attorney General determines is exempt from release under the Public Information Act, however, Customer shall have no obligation to request an opinion from the Texas Attorney General. Customer shall have no liability to Badger Meter if the information has not been marked as "CONFIDENTIAL" by Badger Meter.

(f) Exclusions from Confidential Information. Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party without reference to the Confidential Information; (iii) is independently developed by the receiving party outside of this Agreement without use of the disclosing party's Confidential Information; (iv) is obtained by the receiving party from a third party which had no



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obligation of confidentiality to the disclosing party; or (v) constitutes “public information” under Open Records Laws. The Parties also agree that this Agreement is not Confidential Information.

(10) CUSTOMER’S REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Badger Meter that Customer:

- (a) Authority.** Has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.
- (b) Ownership.** Customer, its licensors or its Authorized Consumers, own all rights, title and interest in and to the Customer Content, including but not limited to the Customer Data. Customer has all rights in the Customer Content necessary to grant the rights to Badger Meter contemplated under this Agreement.
- (c) Compliance with Badger Meter Policies.** None of the Customer Content or the use of the Customer content, the Portal or Service by Customer, its Authorized Users or its Authorized Consumers will violate Badger Meter’s Terms of Use Policy or Privacy Policy.
- (d) No Infringement.** To Customer’s knowledge, none of the Customer Content infringes the Intellectual Property Rights of any third party or is the subject matter of any pending or threatened lawsuit, legal proceeding or Claim.
- (e) Compliance with the Law.** Neither Customer, the Authorized Users nor the Authorized Consumers will access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

(11) REPRESENTATIONS AND WARRANTIES OF BADGER METER.

- (a) Authority.** Badger Meter represents and warrants to Customer that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) Service Warranty.** Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to Exhibit 2 – Service Level Agreement. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.
- (c) Remedy for Breach of the Express Limited Warranty.** If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), Customer is required to notify Badger Meter promptly and in no event later than thirty (30) days from the date of Customer’s discovery of the breach, in writing, of any alleged failure and



provide information to support its warranty claim. Customer’s exclusive remedy for a breach of the express limited warranty is a Service credit to be calculated in accordance with Exhibit 2 – Service Level Agreement.

(d) DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.

BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY CONTENT, INCLUDING THE CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

(e) ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION (11) IS ESSENTIAL TO BADGER METER’S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CUSTOMER.

(f) PRODUCT WARRANTIES NOT AFFECTED. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 11 APPLY ONLY TO THE SERVICES PERFORMED PURSUANT TO THIS AGREEMENT AND SHALL NOT BE CONSTRUED TO NULLIFY, VOID, LIMIT, DISCLAIM OR OTHERWISE AFFECT ANY PRODUCT WARRANTIES MADE BY BADGER METER IN FAVOR OF CUSTOMER IN CONNECTION WITH CUSTOMER’S PURCHASE OF METERS FROM BADGER.

(12) LIMITATION OF LIABILITY

(a) DIRECT DAMAGES. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY INCURS AS A RESULT OF SUCH BREACH.

(b) CAP ON DAMAGES. EXCEPT FOR DAMAGES FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY’S NOR ANY OF ITS RESPECTIVE AFFILIATES AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE



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LESSER OF (A) THE AMOUNTS THE CUSTOMER ACTUALLY PAYS BADGER METER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM, OR (B) US \$250,000. NOTHING IN THIS SECTION 12 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY BADGER METER FOR USE OF THE SERVICES PURSUANT TO SECTION 5.

(c) LIMITS ON DAMAGES. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTIONS (13) AND (14) (INDEMNIFICATION), AND DAMAGES FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT:

(i) NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED USER, AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM"); PROVIDED, HOWEVER THAT NOTHING IN THIS PROVISION WILL LIMIT A PARTY'S RIGHT TO RECOVERY FOR A CLAIM UNDER SECTION 12(A).

(ii) FURTHER, NEITHER PARTY NOR ANY OF EITHER PARTY'S RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST REVENUE OR PROFITS OR DIMINUTION OF VALUE, OR OTHER ECONOMIC ADVERSITY, CLAIMS RESULTING FROM LOSS OF DATA, CUSTOMER CONTENT, CUSTOMER DATA, OR BREACH OF CONFIDENTIALITY, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(iii) NEITHER BADGER METER NOR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE PORTAL OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE IN A MANNER CONSISTENT WITH EXERCISE OF BADGER'S RIGHTS UNDER THIS AGREEMENT; OR (ii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF



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SUBSTITUTE SERVICES; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA.

(d) INDEPENDENT LIMITATIONS. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING THAT A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND IRRESPECTIVE OF THE MANNER IN WHICH THE CLAIM IS MADE.

(13) CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

Generally. To the extent permitted by law, subject to the limitations of liability provisions set forth in Section 12 of this Agreement, and to the extent Customer is negligent, Customer agrees to indemnify, defend and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, and representatives and each of their respective employees, officers, directors, members and representatives ("Badger Meter Parties") from and against any legal proceedings filed against the Badger Meter Parties by a third party arising directly out of or related directly to: (i) Customer's negligence or willful misconduct in accessing and use of the Portal, Service, or Documentation; (ii) a bona fide and material violation of applicable law by Customer; or (iii) a bona fide and material dispute between Customer and an Authorized Consumer.

(14) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. Generally. Subject to the limitations of liability provisions set forth in Section 12 of this Agreement and to the extent Badger Meter is negligent, Badger Meter agrees to indemnify, defend and hold harmless Customer, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer Parties**") from and against any legal proceedings filed against the Customer Parties by a third party arising directly out of or related directly to: (i) Badger Meter's negligence or willful misconduct in administration of the Portal, Service, or Documentation; (ii) bona fide and material violation of applicable law by Badger Meter or a Badger Meter affiliate; (iii) a bona fide and material dispute between Badger Meter and an Authorized Consumer, or (iv) based upon the allegations that the Portal, Service or Documentation infringes or violates a third party's patent, copyright or other intellectual property rights ("**Intellectual Property Dispute**").

(b) Mitigation. If the Portal, Service or Documentation becomes the subject of an Intellectual Property Dispute and Customer's use of any of the foregoing is enjoined, Badger Meter will have the right to (i) procure for Customer the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid allegations of infringement, provided the modification does not materially change the functionality of the Portal and Service; (iii) replace the Portal and

Service with an equally suitable, functionally equivalent, non-infringing Portal and Service; or (iv) immediately terminate this Agreement and provide Customer with a refund of any unused pre-paid portion of the Service Fees.

(c) **Exclusions.** Badger Meter assumes no liability for and Customer will not be entitled to receive indemnification from Badger Meter for any Intellectual Property Dispute which results directly or indirectly from (i) Customer's failure to use the Portal or Service in conformity with the Documentation; (ii) Customer's actions in combining the Service with any third party software, technology, hardware or data; or (iii) Customer's violation of access granted in Section (2).

(d) **Procedure for Indemnification.** Upon receipt of an Intellectual Property Dispute, Customer will provide prompt written notice to Badger Meter of the Intellectual Property Dispute for which the Customer Parties seek indemnification. Customer's failure to promptly notify Badger Meter will only affect Badger Meter's obligation to indemnify the Customer Parties to the extent such failure causes actual prejudice to Badger Meter's ability to defend the Claim. The notice must include a description of the Intellectual Property Dispute with reasonable detail of the facts giving rise to the Intellectual Property Dispute. Upon receipt of notice of an Intellectual Property Dispute, Badger Meter shall be obligated to assume and control the defense of such Intellectual Property Dispute at its own expense. Customer may retain its own counsel to cooperate in defending the Intellectual Property Dispute, at its own expense. Customer agrees to cooperate with Badger Meter in defending the Intellectual Property Dispute and in making available to Badger Meter all witnesses, records, materials and information in Customer's possession or control to assist in the defense of the Intellectual Property Dispute as is reasonably requested by Badger Meter. Badger Meter may not settle or compromise any Intellectual Property Dispute or consent to the entry of any judgment unless Customer provides prior written consent and the Customer is given an unconditional written release from Badger Meter with respect to the Intellectual Property Dispute. In the event Badger Meter fails to defend, indemnify, and hold the Customer Parties harmless, after notice of a request for indemnification, Customer shall be entitled to assume the defense and seek reimbursement from Badger Meter for all losses with regard to the Intellectual Property Dispute and all attorneys' fees and litigation costs expended by Customer in defending the Intellectual Property Dispute.

(15) TERMINATION.

(a) **Termination for Convenience.** Customer may terminate this Agreement for any reason by providing Badger Meter written notice of termination at least sixty (60) days in advance of the effective date of such termination. Badger Meter shall be entitled to receive compensation (per the terms of this Agreement) for any services performed hereunder through the date of the termination. After receipt of a notice of termination for convenience, Badger Meter will exercise reasonable diligence to accomplish the cancellation or diversion of related services and settle all outstanding liabilities associated with the cancellation of such commitments.

(b) Termination for Cause. A party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make payment pursuant to Section (5) (“**Event of Default**”).

(c) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver a written notice describing the Event of Default (the “**Cure Notice**”). If the receiving party has not cured the Event of Default within thirty (30) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting party a written notice of termination (the “**Termination Notice**”).

(d) Immediate Right to Terminate. Either party shall have the right to immediately terminate this Agreement: (i) in order to protect its Confidential Information, or its Intellectual Property Rights in the Portal or Service (to the extent such information or rights are jeopardized by actions of the other party); (ii) in order to comply with applicable law (iii) if the other party makes any representation or warranty in this Agreement which is materially untrue as of the Effective Date or at any time during the Term; or (iv) upon an assignment for the benefit of creditors, if the other party suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or for the protection of creditor rights or if a party becomes insolvent or technically bankrupt.

(e) Termination. Upon delivery of the Termination Notice to Customer by Badger Meter: (i) Badger Meter may cease providing Services to Customer, its Authorized Users and Authorized Consumers; (ii) Customer, its Authorized Users and Authorized Consumers will have no further right to use the Portal, Service or Documentation, will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iii) each party will deliver to the other party any Confidential Information of the other party in its possession or control (with the exception of archival or backup copies), and (iv) Badger Meter shall cease gathering data from Customer’s endpoints, within a reasonable time. Within a reasonable time after termination, at Badger Meter’s discretion, Badger Meter will scrub the personally identifiable information from the Customer Data. Customer must immediately return, or at Badger Meter’s option, destroy all Documentation provided to Customer by Badger Meter (with the exception of archival or backup copies). Customer will remain liable for any Service Fees incurred prior to termination.

(f) Post - Termination Assistance. At either the expiration of the Term without renewal, or upon any termination of this Agreement, Badger Meter will provide post-termination data retrieval assistance to Customer for an additional fee, which shall be invoiced at the rate of \$200/hour, with the number of hours required determined by the amount of data Customer wishes to extract from the Service. Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.



(g) **Reinstatement Fee.** If Customer desires to reinstate access to the Portal and Service after termination, a reinstatement fee of \$7.50 per endpoint reinstated will apply.

(16) SUSPENSION OF SERVICES.

(a) **Nonpayment.** Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to Customer, its Authorized Users or Authorized Consumers until all outstanding invoices for the Service have been paid in full, including any fees associated with suspension of the Service.

(b) **Network Protection.** Customer acknowledges that Badger Meter (and any of its Suppliers) may restrict, or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter, Badger Meter's customers or Suppliers. Some of these actions may interrupt or prevent legitimate communications and usage. Such situations may arise: (a) if a device deployed on the Service is materially out of compliance with the technical requirements; (b) in case of actual or suspected fraudulent use; or (c) in case of disruptive or damaging operation.

(c) **Notification.** In the event that Badger Meter or one of its Suppliers restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use reasonable efforts to (i) promptly notify Customer in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.

(d) **Immediate Suspension.** Badger Meter may suspend Customer's or an Authorized Users or Authorized Consumers right to access or use the Service immediately upon notice to Customer if Badger Meter determines:

(i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or content of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud.

(ii) Customer or one of its Authorized Users or Authorized Customers is in breach of this Agreement or Customer is delinquent on its payments for more than fifteen (15) days.

(iii) Badger Meter ceases to operate in the ordinary course, has an assignment for the benefit of creditors or similar disposition of its assets or becomes the subject of any bankruptcy, reorganization, liquidation dissolution or similar proceeding.



(e) **Reinstatement.** Badger Meter will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

(f) **Effect of Suspension.** If Badger Meter suspends Customer's right to access or use all or any portion of the Service or the Portal:

(i) Customer remains responsible for all Service Fees and charges incurred through the date of suspension.

(ii) Customer remains responsible for any applicable Service Fees and charges for any Services to which Customer has continued access as well as applicable fees and charges.

(iii) Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension.

(iv) Badger Meter's right to suspend the Services is in addition to Badger Meter's right to terminate this Agreement.

(17) COMPLIANCE WITH REGULATIONS; DATA PRIVACY. Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding Information Technology Infrastructure Library (ITIL) standards for logical and physical security and all requirements, laws and regulations regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

(18) DATA SECURITY AND RECOVERY.

(a) **Data Security.** In order to protect the Customer Content and prevent unauthorized access to or use of the Customer Content, Portal or Service, Badger Meter has implemented commercially reasonable internal procedures and systems designed to protect the privacy and security according to the requirements set forth in **Exhibit 3 – BEACON AMA Managed Solution Security Policy** ("**Security Standards**"), consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger Meter's Network and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.

(b) **Protection of Customer Content.** Badger Meter will implement reasonable and appropriate measures for the Badger Meter Network designed to secure the Customer Content against accidental or unlawful loss, access or disclosure, in accordance with Badger Meter's Security



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Standards. Badger Meter may modify its Security Standards from time to time to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Section contain Badger Meter, and its Suppliers entire obligation regarding the security, privacy and confidentiality of the Customer Content.

(c) **Data Storage.** Badger Meter will employ commercially reasonable storage (including backup, archive and redundant data storage) and commercially reasonable precautions to prevent the loss of or alteration of Customer Content, but does not guarantee against any such loss or alteration. Badger Meter will not serve as Customer's official record keeper. Customer will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.

(d) **Customer Responsibilities.** Customer is responsible for properly configuring and using the Service and taking steps to maintain appropriate security, protection and backup of the Customer Content, including but not limited to the use of encryption technology to protect Customer Content from unauthorized access and will perform routine archiving of the Customer Content. Further, Customer is responsible for regularly auditing its Authorized Users, and will enact internal procedures to remove Authorized Users from the Service if their job duties change and access is no longer appropriate, or if an Authorized User separates from Customer.

(e) **Data Transmission Risks.**

(i) Cellular Transmissions. Badger Meter cellular endpoints shall conform to the AES256 encryption standards or the latest AES standard in effect. Customer acknowledges that neither Badger Meter nor its Suppliers can guarantee the privacy or security of any cellular transmissions as part of the Service. Customer acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter or its Suppliers. Badger Meter and its Suppliers shall not be liable to Customer, the Authorized Users, the Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.

(ii) Internet Transmissions. Customer acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) Customer's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused by the gross negligence or willful misconduct of Badger Meter. In order to protect Customer Content, Badger Meter may suspend Customer, Customer's Authorized Users or Authorized Consumers access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach.



(f) **Coverage Availability.** The Service is provided using a wireless network. Actual signal availability in the Service Area will depend on the device used to access the Service as well as coverage for the applicable wireless network provided in specific geographic regions. Coverage may be refused, interrupted or limited by environmental factors such as signal strength, buildings, weather, geography, topography, or by factors affecting the Suppliers, such as usage concentration or by facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the Supplier's facilities. Any such factors may result in dropped and blocked connections or slower data speeds. Neither Badger Meter nor any of its Suppliers will be responsible to Customer or any of Customer's Authorized Users or Authorized Consumers for any such lapses in or obstructions to coverage. The Service Area is subject to change from time to time. Should Badger Meter receive notice from its Supplier that such Supplier intends to discontinue its support for the Badger Meter Service in all or part of the Service Area, Badger Meter will provide Customer with as much advance notice as practicable under the circumstances.

(g) **Password Protection.** Customer, its Authorized Users and Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. Customer assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by Customer, its Authorized Users and its Authorized Consumers. Customer agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section.

(h) **Third Party Access.** To the extent that Customer requests that Badger Meter provide any Customer Content to Authorized Users, Authorized Consumers or third parties or any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

(i) **Security Breach.** If Badger Meter becomes aware of a security breach or any other event that compromises the security, confidentiality or integrity of the Customer Content ("**Incident**"), Badger Meter will promptly notify Customer in writing and take appropriate actions to resolve the Incident. Badger Meter will reasonably cooperate with Customer to investigate the nature and scope of any Incident. In its initial notification to Customer, Badger Meter will provide Customer with: (i) a description of the Incident; (ii) the estimated impact of the Incident on Customer's Content; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for Customer; and (iv) the investigation taken and the suggested corrective action. Badger Meter will provide commercially reasonable



cooperation to Customer in investigating, assisting with notification of the Incident and taking corrective action as requested by Customer.

(j) Notification of Breach. In the event that applicable law requires notification to individuals of an Incident or if requested by Customer, Badger Meter will take additional mitigation steps for the benefit of Customer, including, but not limited to, drafting and sending of required notifications.

(k) Disclosure of Customer Content. Badger Meter will only use the Customer Content to provide the Service to Customer and its Authorized Users and Authorized Consumers in accordance with this Agreement or to comply with the law or any governmental or regulatory body (including subpoenas or court orders). Badger Meter will give Customer prompt and reasonable notice of the request to allow Customer to seek a protective order or seek any other appropriate relief; provided, however that this provision shall not be construed to require Badger Meter to act in contravention of a court order or other legal requirement.

(19) CHANGES.

(a) Right to Make Changes. Badger Meter may from time to time make changes, without Customer's approval, to the Terms of Use, the Privacy policies, the Portal, Service or Documentation, provided that such changes: (i) do not increase Customer's total costs of accessing and using the Portal and Service during the Term of this Agreement ; (ii) do not require Customer to make any material changes to its systems, software, equipment, policies or procedures ; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service ; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter will publicize any changes by a notice given to Customer or by a prominent announcement on the Portal. Any such changes will not take effect until thirty (30) days after posting of notice on the Portal. Notwithstanding the foregoing, Badger Meter agrees that it shall continue for the term of this Agreement services that ensure that Customer will be able to create and receive a single report that includes at a minimum the following information: (1) meter ID, (2) date and time of meter reading, and (3) hourly flow amount, for all of Customer's meters over a specified range of time and that the report will generate a record for every meter and every hour in the specified range.

(b) Emergency Changes; System Improvement. Notwithstanding the foregoing, Badger Meter and its Suppliers may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service, to respond to Claims, litigation or loss of license rights related to third party intellectual property rights or to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize the Service. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, and scheduled maintenance.



Badger Meter will provide notice by sending a message to the email address then associated with Customer's account and by posting it on Badger Meter's Portal. Badger Meter will provide Customer with: (i) at least thirty (30) days' advance notice of planned maintenance by Badger Meter; and (ii) as much advance notice as reasonably possible of emergency changes or maintenance by Badger Meter or its Suppliers. Any actions resulting in permanent changes shall only be made in compliance with Section (20) (a).

(20) PRIVACY POLICY. When accessing and using the Service, Customer agrees that Customer, its Authorized Users and Authorized Consumers will comply with the Badger Meter Privacy Policy located at <https://beaconama.net/privacy/privacy.html>.

(21) RIGHT TO SUBCONTRACT. Badger Meter may subcontract the performance of any of its duties or obligations under this Agreement, and will use commercially reasonable efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement. Badger Meter is responsible for all acts and omissions of any subcontractors retained to perform any of its obligations hereunder as if such acts and omissions were those of Badger Meter.

(22) GENERAL.

(a) Binding Agreement. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) Affiliates. This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity that directly or indirectly controls, is controlled by or is in common control with Customer to access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.

(c) Assignment. Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of Customer: (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; (iii) in the event of a merger; or (iv) in the event of a similar change of control.

(d) No Waiver. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy. All waivers must be in writing to be effective.

(e) Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the



original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.

(f) Independent Contractors. The Parties agree that they are independent contractors and that neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

(g) Savings Clause. The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.

(h) No Third Party Beneficiaries. Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.

(i) Governing Law. To the extent permitted by law, the terms of this Agreement are governed by the laws of the State of Texas, without reference to its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

(j) No Claims Against or Liability of Badger Meter Suppliers. Customer acknowledges that the Service utilizes services that are furnished to Badger Meter and one or more Suppliers pursuant to agreements between Badger Meter and its Suppliers. Neither Customer nor any Authorized Users or Authorized Consumers has a contractual relationship with Badger Meter's Suppliers and neither Customer nor its Authorized Users or Authorized Consumers is a third party beneficiary of or will have any claim against Badger Meter's Suppliers in the event any such agreement expires or is terminated. Customer further acknowledges that the Suppliers disclaim all liability of any nature, whether legal or equitable, to Customer, its Authorized Users or Authorized Consumers, whether direct, indirect, incidental or consequential, arising out of the use of Badger Meter Portal or Service by Customer, its Authorized Users or Authorized Consumers, including any liability for personal injury or death, failure to be able to use the Service or otherwise. Customer agrees that neither it nor any Authorized Users or Authorized Consumers shall have any Claim against the Supplier of any kind with respect thereto, whether arising out of breach of contract, warranty, negligence, and tort or otherwise.

(k) Dispute Resolution.

(i) Initial Resolution Efforts. The parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.



Badger Meter

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(23) INJUNCTIVE RELIEF: Notwithstanding the provisions of Section 23, to the extent permitted by law, both parties shall have the right to pursue injunctive, declaratory or other relief by the state and federal courts sitting in Austin, Texas and waive any objection that they would otherwise have to venue in such courts.

(24) NOTICES. All notices shall be in writing and delivered to the other party by means of: (a) personal delivery set forth below; (b) posting a notice on Badger Meter's Portal; (c) courier (signature required upon delivery); (d) recognized overnight courier, at the following address; (e) fax with proof of delivery; or (f) via electronic mail with proof of delivery: Notices sent by email will be effective when sent and notices posted on Badger Meter's Portal will be effective upon posting. All notices must be provided in the English language.

If to Badger Meter:

Legal Department, Attn: Assistant General Counsel
4545 W. Brown Deer Road
Milwaukee, WI 53223

If to Customer:

Senna Hills Municipal Utility District
c/o Willatt & Flickinger, PLLC
12912 Hill Country Blvd., F-232
Austin, Texas 78738

(25) SURVIVABILITY. Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

(26) LIMITATION OF CLAIMS. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Customer more than one (1) year after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the Claim.

(27) FORCE MAJEURE. Neither party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, shortage of materials, work stoppage or other labor dispute, embargoes, riots, insurrections, acts of war or terrorism, or any action or restraint by court order or public or governmental authority ("**Force Majeure Event**"). The party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other party.



(28) AMENDMENT. This Agreement may only be amended by a written document signed by both parties. Badger Meter will not be bound by and specifically objects to any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any receipt, acceptance, confirmation, agreement, purchase order, correspondence or other documentation. If the terms of this Agreement are not consistent with the terms contained in any policy, the terms contained in this Agreement will control, except that the Service Terms will control over this Agreement.

(29) POLICIES. Badger Meter reserves the right to modify the Terms of Use and Privacy policies at any time by posting a revised version on the Portal or otherwise providing notice to Customer. The modified terms will become effective upon posting or notice. By continuing to use the Service after the effective date of the modification to a policy, Customer agrees to be bound by the modified policies. It is Customer's responsibility to check the Badger Meter site regularly for modifications to the policies.

(30) ENTIRE AGREEMENT. This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations, undertakings, communications, representations or proposals, whether written or oral.

(31) ORIGINALS, COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.



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IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties to this BEACON AMA Managed Solution Master Agreement by signing below:

BADGER METER, INC

SENNA HILLS MUNICIPAL UTILITY
DISTRICT

Signature
Kimberly K. Stoll

Printed Name
V.P. - Sales & Marketing

Title

Date

Signature
Chet Palesko

Printed Name
President

Title

Date



EXHIBIT 1

FEES

1. **Service Fees.** Customer agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.
2. **Invoicing.** Badger Meter shall issue invoices to Customer for Service and Support Fees on a monthly basis. Payment is due within thirty (30) days of the date of the invoice.
3. **Interest and Costs.** Customer agrees that it will be responsible to pay Badger Meter for any collection expenses incurred by Badger Meter, including interest at the highest interest rate permitted by law, and reasonable attorneys' fees and court costs incurred by Badger Meter in enforcing its rights under this Agreement.

Monthly Endpoint Subscription Fee

Hourly Data, Once Daily Call-in: \$0.89/endpoint/month

At the beginning of each new contract period, Badger Meter reserves the right to increase the subscription fee price no greater than the increase in the Producers Price Index for Totalizing Fluid Meters and Counting Devices as reported by the U.S. Department of Labor. The date of the previous contract period shall be used to determine the base index.

Monthly billing typically begins after endpoint activation or six months after shipment, whichever occurs first.



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EXHIBIT 2

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON AMA Managed Solution.

1. CUSTOMER SUPPORT.

Service Levels. Within one (1) hour after a request for Customer Support Services from Customer, Badger Meter will respond to such request in accordance with the procedures set forth below. Customer may report the problem by phone, email or website provided by Badger Meter to Customer. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

Severity Level	Response Time	Resolution Time
Level 1 - Service is unavailable	one (1) hour	six (6) hours
Level 2 - certain interruptions but service is still available	twenty-four (24) hours	twenty-four (24) hours
Level 3 - minor intermittent malfunction	twenty-four (24) hours	three (3) days
Level 4 - suggestions for new features or enhancements to BEACON Portal and Service	twenty-four (24) hours	Evaluated, scheduled and prioritized for potential inclusion in upcoming releases.



2. BEACON PORTAL AND SERVICE AVAILABILITY PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to any Force Majeure Event and any unavailability of the Portal and Service less than fifteen (15) minutes in duration following written notice thereof.

Definitions

“Availability” is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

“Emergency Downtime” means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

“Scheduled Downtime” means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may occur between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal.

CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$\left(1 - \frac{\text{Total Unavailability Minutes}}{\text{Total Minutes of Service Month} - \text{Total Minutes of Approved Downtime}} \right)$$

Where:

“Total Unavailability Minutes” is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter,

“Total Minutes of Service Month” is the cumulative time in minutes in the month in question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and



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“**Total Minutes of Approved Downtime**” is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime; other planned scheduled outages, or approved exclusion conditions as defined in this Agreement.

In order to be included within the Total Unavailability Minutes: (a) Customer shall notify Badger Meter, in writing, via email(techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter’s receipt of such notice; and (c) Customer’s notification should note that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Promise, the following Service Credits apply:

% of Availability in the Month	Service Credit(% of monthly recurring fees)
≥99%	0%
≥98% and <99%	5%
≥96.5% and <98%	10%
≥95.0% and <96.5%	15%
<95.0%	25%



3. **MONTHLY BILLING DATA SERVICE PROMISE.**

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- The BEACON AMA Managed Solution will successfully provide Monthly Billing Data for at least 97.0% of provisioned accounts at the time of billing request to the BEACON AMA Managed Solution.

Definitions

“**Managed Solution**” is a system that consists of a network deployment using fixed network and/or cellular endpoints, where Badger Meter maintains the responsibility for managing the reading hardware and software for system operation over the Term of the Agreement.

“**Provisioned Accounts**” are accounts with cellular or fixed network endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON AMA Managed Solution.

“**Monthly Billing Data**” is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON AMA Managed Solution to provisioned accounts.

CALCULATION of Monthly Billing Data Service Promise for Provisioned Accounts:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days (“**Count of Billing Reads**”) divided by the number of active and Provisioned Accounts in the billing cycle (“**Count of Total Billing Cycle**”).

$$\frac{\textit{Count of Billing Reads}}{\textit{Count of Total Billing Cycle}}$$

Where:

“Count of Billing Reads” is the total number of accounts in the billing file with valid data that a billing quality reading is supplied for managed solution endpoints.

“Count of Total Billing Cycle” is the total number of accounts with valid data in the billing file being processed for managed solution endpoints.



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If Customer suspects that the Monthly Billing Data Service Promise has not been met for a particular Billing Cycle, (a) Customer shall notify Badger Meter, in writing, within twenty-four (24) hours of the occurrence, via email (techsupport@badgermeter.com) of the Count of Billing Reads and Count of Total Billing Cycle of managed solution endpoints; (b) the specific time and date when the billing read file was generated.

Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Promise, the following Service Credits apply:

% of Successful Billing Reads in the Applicable Billing Cycle	Service Credit (% of monthly recurring fees)
≥97.0%	0%
≥95.0% and <97.0%	5%
≥90.0% and <95.0%	10%
≤90.0%	25%

4. MISCELLANEOUS.

Exclusions

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues, in addition to other exclusions herein:

- (i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers;
- (ii) Resulting from Customer or its suppliers equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;
- (iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;
- (iv) Resulting from Customer's breach of any term or condition under the Agreement;
- (v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;
- (vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;
- (vii) Caused by Customer, an Authorized User's or an Authorized Consumer's misuse or abuse of the Portal or Service;
- (viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;
- (ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the Agreement;
- (x) Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions and Clarifications from Badger Meter's Preliminary Network Design;
- (xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.
- (xii) Accounts read using manual, touch read, handheld and mobile technology are not included as part of the Monthly Billing Data Service Promise, as these reading technologies are outside of Badger Meter's control.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If Badger Meter's analysis is inconclusive, or if Badger Meter concludes that circumstances outside of Badger Meter's control caused the Service promise failure, or if Badger Meter concludes that a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above.



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EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the months following the month in which the credits were incurred.



EXHIBIT 3

BEACON AMA MANAGED SOLUTION SECURITY POLICY

1. **BEACON AMA Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON AMA Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:
 - 1.1 **Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.
 - 1.2 **Physical Security.**
 - 1.2.1 **Physical Access Controls.** Physical components of the Badger Meter Network are housed in nondescript facilities (the “Facilities”). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.
 - 1.2.2 **Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.
 - 1.2.3 **Physical Security Protections.** All major access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.
 - 1.2.4 **Pre-Employment Screening.** Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for



employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Content or perform material aspects of the Service if such employee has failed to pass such background check.

2. **Continued Evaluation.** Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
3. **Customer Responsibilities.** System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.