

## WATER USAGE DATA AGREEMENT

This WATER USAGE DATA AGREEMENT (the "Agreement") is made and entered into as of the 23<sup>rd</sup> day of May, 2018 (the "Effective Date"), by and between Illinois-American Water Company, an Illinois corporation (hereinafter "IAWC" or the "Company"), and the Village of Homer Glen, an Illinois municipal corporation (hereinafter the "Village").

### RECITALS:

WHEREAS, IAWC provides water service to customers in Homer Glen, Illinois, and through meter readings and estimates collects certain water usage and customer identification information for its billing purposes; and

WHEREAS, the Village provides sanitary sewer service to certain customers in Homer Glen, Illinois, and has established charges for such service based upon customer water usage; and

WHEREAS, the Village has requested that IAWC provide certain water usage and customer identification information that the Village requires to compute and collect its sewer charges; and

WHEREAS, IAWC is willing to provide usage information in exchange for payment by the Village; and

WHEREAS, IAWC is a public utility regulated by the Illinois Commerce Commission (hereinafter "Commission"); and

WHEREAS, IAWC and the Village desire to enter into an agreement containing specific terms and conditions of providing the water usage and customer identification data.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IAWC and the Village agree as follows:

1. DATA TO BE PROVIDED.

A. IAWC agrees to make available to the Village water usage data, which is collected monthly in IAWC's ordinary course of business through meter readings or lawful estimates, relative to each of IAWC's customers in the Village who are also sewer customers of the Village. Each such customer's water usage will be ascertained from readings obtained by some combination of either actual meter readings, postcard readings mailed in from customers, telephone readings called in by customers, or estimated readings by IAWC personnel when the foregoing are unavailable. The water usage data will cover a period of approximately 30 days for monthly-billed customers.

B. The water usage and customer identification data (hereinafter referred to as the "Data") shall include the following Data:

- I. Transaction information, including reading, usage and adjustment information for each customer account, as follows:
  - a. Whether the reading is an actual reading or an estimate (estimates shall include office estimates performed by IAWC and reads provided by the customer);
  - b. Usage adjustment(s) with appropriate code(s) (if applicable);
  - c. Cancel read (if applicable);
  - d. Closing bill (if applicable);
  - e. The reading, which shall contain at a minimum:
    - (i) The reading date;
    - (ii) Days of duration;
    - (iii) Usage amount;
    - (iv) Reading frequency (bi-monthly, quarterly, monthly);
    - (v) Unit of measure (gallons, hundred gallons, hundred cubic feet, thousand gallons);
    - (vi) Negative and positive indicator on usage; and
    - (vii) Transaction number for each record.
- II. Account and premise change information, including customer, service address and status information, as follows:
  - a. Account name and mailing address (including address, the Village, state and zip code);
  - b. Premise address (i.e. the service address);
  - c. Status of account;
  - d. Status of premise; and
  - e. Account/premise change date (if applicable).
- III. Opening and closing service records, including information concerning the status of the service at the premise address, as follows:
  - a. New premise;
  - b. Inactivated premise; and/or
  - c. Killed premise.

C. Because a Village customer and an IAWC customer at a specific address may be different individuals or entities, it will be the Village's responsibility to discern from the Data the appropriate customer identification information for the Village's purposes. The Village shall identify for IAWC which of IAWC's customers in the Village are also customers of the Village, and IAWC will not be responsible for determining which of its customers are also the Village's customers. In addition, IAWC

does not make any representations, warranties, or guarantees to the Village as to the accuracy, completeness or fitness for a particular purpose of the Data, and the Village covenants not to sue IAWC for claims that the data provided by IAWC was inaccurate, incomplete, incorrect, or not fit for the Village's billing purposes.

D. As of the date the Village makes its first invoice payment pursuant to Paragraph 4, the Village may retrieve the above Data via a secure website maintained by IAWC and all customer records made available to the Village are referenced by IAWC account number and premise number. To the extent IAWC intends to change the manner by which the Data will be made available to the Village or to change the manner in which IAWC references customer records, it shall provide the Village with no less than ninety (90) days' advanced written notice, per the notice provision set forth in paragraph 14 below.

2. CONFIDENTIALITY. The Village agrees that the Data it obtains shall be used only for the purpose of computing and collecting its sewer charges, and that it shall limit the disclosure of the Data to only those officers, employees, and agents who need the Data for such purpose. The Village agrees to keep the Data confidential and shall not disclose, provide or sell the Data to any third party, firm, corporation or entity, except as required by law or as otherwise provided herein.

3. INAPPLICABLE PSC NOTICE REQUIREMENTS. All notice and complaint procedures specified in 83 Ill. Adm. 280, 220 ILCS 5/ and Company tariffs and rules that apply to customer rights to utility service from a regulated utility, shall not apply to action or inaction by IAWC pursuant to the Agreement or IAWC's election to enter into this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of the Village.

4. FEES. The Village will pay a monthly administrative fee of \$100 per month in addition to a fee of Eight and Thirty-Three One Hundredths Cents (\$0.0833) per month for each customer of IAWC that is also a customer of the Village, which amount shall be paid by the Village within 30 days of receipt of an invoice therefor from IAWC. IAWC shall invoice the Village on a monthly basis. IAWC may increase the fee for each unit of Data provided to the Village based on increased costs to provide the Data effective the beginning of the next calendar year, so long as written notice of the new fee is provided to the Village at least 90 days prior to the end of the preceding calendar year. Should the Village fail to pay any amounts due under the terms of this Agreement, IAWC's obligations to deliver the Data under this Agreement shall cease until such amounts are paid in full.

5. COMMISSION REVIEW. To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, impacts the Company's authorized revenues (i.e., imputes revenues to the Company), or is otherwise inconsistent with the Company's expected rate-making treatment, either party may terminate the Agreement with notice to the other party, or the parties may agree to amend the Agreement consistent with any Commission directive or order.

6. INDEMNIFICATION. To the extent allowed by law, the Village agrees to indemnify, defend and hold harmless IAWC, its parents, subsidiaries, affiliated and related corporations, companies, partnerships and entities and/or their former, present, and future partners, directors, managers, officers, employees, attorneys, agents, representatives, successors and/or assigns from and against any and all claims, complaints or causes of action asserted by the Village customers and/or other third parties concerning the Data that IAWC has made available to the Village in accordance with this Agreement including, but not limited to, claims that sewer bills were based on estimates that do not reflect actual usage, and claims that the data provided by IAWC was inaccurate, incomplete, incorrect, or not fit for the Village's billing purposes. The indemnification provision will survive the termination of this Agreement with respect to any actions taken during the time the Agreement was in effect.

7. CUSTOMER COMMUNICATIONS. The Village shall handle all customer communications regarding the implementation of this Agreement by the Village, or any actions that are taken pursuant to this Agreement by the Village. Communications from customers to IAWC regarding the Village billings will be referred and directed to the Village, but IAWC will respond to reasonable requests for information from the Village to assist the Village in the handling of specific customer issues from time to time.

8. FORCE MAJEURE AND CONFLICTING REQUIREMENTS. IAWC's actions required under this Agreement shall be excused due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower or resources elsewhere. In addition, the aforementioned information will cease to be provided if a court of competent jurisdiction or other governmental entity having jurisdiction issues an order to IAWC so requiring.

9. EXPIRATION OR TERMINATION. This Agreement shall be for a term of one year from the Effective Date. Thereafter, it will continue from year to year unless terminated by either of the parties giving thirty (30) days' written notice to the other party as set forth in Paragraph 14 below.

10. SUCCESSORS AND ASSIGNS. IAWC and the Village agree that this Agreement shall be binding upon and inure to benefit of their respective successors and assigns.

11. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between the parties and fully supersedes any prior agreements or understanding between the parties relating to the subject matter set forth herein.

12. AMENDMENT. Neither this Agreement, nor any term hereof may be amended, changed, modified, altered or waived except in writing executed by both the Village and IAWC or by an order or directive of the Commission as set forth in Paragraph 5 above.

13. AUTHORITY OF PARTIES. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required. Upon execution of the Agreement, the Village shall designate a representative to whom all inquiries from IAWC should be directed and decisions of that individual shall be final and binding on the Village.

14. NOTICES. All notices and other communications between IAWC and the Village concerning this Agreement (collectively, "Notices") shall be given in writing to the addresses set forth below:

IAWC: Michael Smyth, Vice-President of Operations  
Illinois-American Water Company  
100 N. Water Works Drive  
Belleville, Illinois 62223

With Copy to: Legal Department  
Illinois-American Water Company  
100 N. Water Works Drive  
Belleville, Illinois 62223

The Village: Michael Mertens, Village Manager  
Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, Illinois 60491

15. CONSTRUCTION. The headings or captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

16. GOVERNING LAW. To the extent a dispute arises between IAWC and the Village involving enforcement of this Agreement, such dispute shall be governed by the laws of the State of Illinois applicable to contracts made and performed entirely in Illinois, without regard to any principles of conflicts of law.

17. INCORPORATION OF RECITALS. The Recitals are hereby incorporated into this Agreement.

18. COUNTERPARTS. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: Michael C. Smyth  
Michael Smyth, Vice-President of Operations

[VILLAGE], ILLINOIS

By: George Yukich  
George Yukich, Mayor

ATTEST:

Ann Holtz

Ann Holtz, Village Clerk