

## CONTRACT AGREEMENT

Owner: Union County, NC  
Address: 500 North Main St  
Monroe, NC 28112

Contractor: Ferguson Enterprises, LLC.  
Address: 1044 Taylors Creek Drive  
Greenville, NC 27835

Phone: 704-283-3500

Phone: 252-321-1132

Project Description: AMI Meter System including 17 base stations, approximately 20,000 meters and 48,000 transmitters.

Contract Date: Mutual Execution 12/1/2021

Contract Sum: \$13,657,018.17

Union County, North Carolina ("Owner") and Ferguson Enterprises, LLC. ("Contractor") have entered into this Contract Agreement ("Agreement" or "Contract") as of the date set forth above. The Owner and the Contractor agree as follows:

### **1 WORK.**

- 1.1 The Contractor shall furnish all the labor, services, and materials as described in the Scope of Work attached hereto as Exhibit "A" (collectively called the "Work") necessary for the timely and proper completion of the Work described in this Agreement. The Contractor will provide a Payment Bond and Performance Bond, in a form acceptable to Owner, for the full amount of the Contract Sum. The Payment Bond and Performance Bond shall be with a surety authorized to do business in North Carolina and acceptable to Owner (as determined in its reasonable discretion). The Payment Bond and Performance Bond shall be provided until (i) the Work is completed and accepted by Owner, and (ii) this Agreement has terminated or expired. The Payment Bond and Performance Bond must be provided to Owner within thirty (30) days of mutual execution of this Agreement. Failure to provide a Payment Bond or Performance Bond within the time period noted herein, or failure to maintain such bonds as required, shall be considered a default under this Agreement.
- 1.2 **CLEANUP.** Contractor shall cleanup, repair, restore, and otherwise return any site or location to the condition in which it was immediately prior to Contractor's commencement of any portion of the Work at such site or location.
- 1.3 **COMPLETION.** The date for final completion of the Work is 12/1/2023 ("Completion Date"), unless otherwise agreed to in writing or as provided herein. The Contractor shall perform the Work in conformance with the Contract Documents so as to complete the Work by the Completion Date. All materials and equipment provided shall be new, free from liens and covered by manufacturer warranties against defects. A copy of the manufacturer's warranty is attached hereto as Exhibit "C".
- 1.4 **FEES.** Contractor is subject to and responsible for paying fees to obtain all applicable contractor or business licenses. Owner will be responsible for obtaining any permits or approvals required by local, state or federal agencies to permit the Work.

## **2 CONTRACT DOCUMENTS.**

2.1 The Contract Documents consist exclusively of the documents set forth below, all of which are incorporated into this Agreement:

- Agreement (this document)
- Scope of Work, Exhibit "A" (including Attachment 2 thereto)
- Pricing, Exhibit "B"
- G500 Product Warranty, Exhibit "C"
- Spectrum Lease Agreement/AMI Agreement, Exhibit "D"
- Additional Terms of Agreement Exhibit "E"
- Route Acceptance Form, Exhibit "F"
- Organizational Requirements and Future System Architecture, Exhibit "G"
- Propagation Study and Territory, Exhibit "H"

## **3 TIME FOR COMPLETION AND WORK COORDINATION.**

- 3.1 TIME SCHEDULE OF THE WORK. The Work will begin on the date Owner issues a notice to proceed upon execution of the Agreement and shall be substantially completed by the Completion Date, unless the Owner and Contractor agree to different commencement and completion dates in writing. The Work will be deemed to be substantially complete when all of the Work required is ready for use by the Owner, subject to punchlist items to correct any matters noted by Owner in its final inspection which do not effect Owner's ability to use the deliverables under the Work as intended, and excluding items turned over to the Owner to address due to being outside the scope of Work or due to lack of Contractor ability to gain access to private property after reasonable efforts as required by this Agreement. The date of completion shall be extended for any delays beyond the reasonable control of Contractor in an amount equal to the time lost due to such delay. Delays beyond the control of Contractor shall include, but not limited to, acts of neglect by Owner, acts or neglect of utility owners or other contractors performing other works, fires, floods, epidemics, abnormal weather conditions, inability to obtain materials, , acts of God, or any other causes of any kind whatever beyond the control of Contractor. The date of completion shall be extended for any delays beyond the reasonable control of Contractor in an amount equal to the time lost due to such delay. Delays beyond the control of Contractor shall include, but not be limited to acts of neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, inability to obtain materials, or acts of God or any other causes of any kind whatever beyond the control of Contractor. In the event of uncooperative property owners, the Owner will reasonably assist the Contractor in gaining access to any required premises. If Contractor is unable to gain access with the Owner's assistance within thirty (30) days after completion of all other components of the Work (in accordance with this Agreement), then the installation in question will be turned over to the Owner who will be responsible for the installation.
- 3.2 Contractor is responsible for scheduling its subcontractors and for any delay resulting from their performance.

## **4 DELAYS AND ACCELERATIONS.**

- 4.1 NOTICE OF DELAYS. The Contractor shall give the Owner written notice of any delay affecting its Work within three (3) days after Contractor becomes aware of the delay.
- 4.2 ACCELERATION OF THE WORK. If the Contractor fails to perform as required by the Project Schedule, the Owner may require the Contractor to accelerate its Work by adding workers or working additional

shifts, extended shifts or overtime, so that the Work is in final form before the Completion Date at no cost to Owner, as set forth in Section 4.2.1 below. If the Owner requires the Contractor to accelerate its Work, the Contractor shall take action reasonably required within ten days of the Notice.

- 4.2.1 OWNER'S OBLIGATION TO PAY. The Owner shall pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Completion Date so long as the acceleration is not required as a result of the Contractor's failure to perform as required by the Project Schedule.
- 4.2.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work and is obligated to pay under Section 4.2.1, the Owner shall pay the Contractor for the Contractor's additional costs of accelerating its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work shall be: (a) any premium for overtime, additional shift work, or extended shift work; (b) the cost of any additional supervision required by the acceleration; and (c) out of pocket cost of any additional equipment required for the acceleration.

## **5 CORRECTIVE ACTION.**

- 5.1 If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or is not otherwise performing its obligations under the Contract Documents, the Contractor shall within ten (10) days after notice of such determination commence such action as is reasonably necessary to correct the deficiencies noted by the Owner, including but not limited to, increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Work.

- 6 **CONTRACT SUM.** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents will be \$13,3657,018.17 (the "Contract Sum"). The Contract Sum is based upon the unit prices set forth in Exhibit A, Scope of Work, and Exhibit B, Pricing, and may be adjusted based upon the unit costs to reflect the actual Work. The Contract Sum excludes all taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. All items in the Contract are pre-taxed unit cost and are subject to NC sales tax which will be applied to Owner at time of sale/work. Notwithstanding anything herein to the contrary, all payments under this Agreement shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for service.

## **7 RESERVED.**

## **8 LIMITATION AND LIABILITY.**

- 8.1 Under no circumstances shall the elected officials, officers, employees, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

## **9 PAYMENT**

- 9.1 **APPLICATIONS FOR PAYMENT.** The Owner has agreed to pay in accordance with the terms of this Contract after submission of a pay application reflecting the amount of Work completed as of the date the application for payment is submitted and including invoice for work performed and materials and equipment provided for the previous pay period and lien waivers for prior payments. Contractor will bill and Owner agrees to pay for equipment, including meters, radios and AMI equipment, based on prices set forth on Exhibit B, Pricing. Contractor will bill and Owner agrees to pay monthly for documented labor charges at the unit prices set forth on Exhibit B, Pricing. If any additional work beyond a standard meter installation (as defined in Exhibit A, Scope of Work, attached hereto) is required due to the condition of existing pipe or meter connections such work shall be completed on a time and material basis if approved by the Owner. In the event Owner does not approve such additional work then Contractor shall not complete the installation of such meter and shall not bill the Owner the installation charge for such meter.
- 9.2 The Owner may withhold payment in whole or in part to protect the Owner from loss because of: 1) Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to failure to provide sufficient skilled workers; 2) Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent set forth in the application for payment or the application for payment or invoice is otherwise inaccurate; 4) The failure of the Contractor to make payments to its subcontractors; 5) Liens filed or reasonable evidence indicating the probable filing of such liens; and/or 6) claims made by subcontractors or suppliers against the payment bond of Contractor.
- 9.3 The Owner will pay the Contractor within 30 days after receipt of the Contractor's accurate payment application, if the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation.

## **10 RETAINAGE.**

- 10.1 **AMOUNT OF PAYMENTS.** The amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:
- 10.2 **PAYMENTS.** Payments under the Contract shall be made at the rate of 100% of the amount set forth in the Contractor's payment application and as approved by the Owner. Contractor agrees to issue a Retainage Bond, in a form acceptable to Owner, on the amount of 10% of the Contract Sum in lieu of holding retainage in payment. The Retainage Bond shall be with a surety authorized to do business in North Carolina and acceptable to Owner as an unconditional retainage bond (as determined in its reasonable discretion). The Retainage Bond shall be provided until (i) the Work is completed and accepted by Owner, including Owner's acceptance of the final application for payment, and (ii) this Agreement has terminated or expired. The Retainage Bond must be provided to Owner within thirty (30) days of mutual execution of this Agreement. Failure to provide a Retainage Bond within the time period noted herein, or failure to maintain such bond as required, shall be considered a default under this Agreement.
- 10.3 **DOCUMENTATION.** Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor. Contractor intends to bill for stored materials.
- 10.4 **FINAL PAYMENT.**
- 10.4.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one copy of each of the following documents, if not previously delivered to the Owner: a) copies of applicable manufacturer warranties; b) a list of all Claims that Contractor believes are unsettled; c) Such other documentation as required by the Contract

Documents or applicable law; and d) a waiver of claims by Contractor (in a form satisfactory to Owner).

10.4.2 The making and acceptance of final payment by the Owner shall not constitute a waiver of Claims by the Owner.

10.5 ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

## **11 CHANGE ORDERS.**

11.1 A "Change Order" is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Schedule, if any.

## **12 CLAIMS AND DISPUTES.**

12.1 A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The responsibility to substantiate claims shall rest with the party making the Claim. Neither party shall knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, such party shall submit an affidavit sworn to before a notary public or other person authorized to administer oaths, which states that:

12.1.1 The Claim submitted herewith complies with Paragraph 13.1 or 14.1 of the Agreement, as applicable.

12.1.2 The respective party "does not knowingly present or cause to be presented a false or fraudulent Claim."

12.1.3 If the Contractor wishes to make a Claim for additional time, the Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that abnormal weather conditions had an adverse effect on the scheduled construction.

12.2 Claims must be made by written notice.

12.3 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work which would result in the increase in the Contract Sum, except upon authorization by Owner.

12.4 The Owner acknowledges and agrees that the installation prices set forth in Exhibit B are based upon a standard meter installation as described in the Exhibit A, Scope of Work, attached. Any conditions encountered which require additional work beyond a standard meter installation as described in the Exhibit A, Scope of Work, shall be handled as described herein or as otherwise agreed by the parties.

12.5 A party shall make all Claims in writing within ten (10) days after the occurrence of the event giving rise to the Claim.

12.5.1 Within ten (10) days of its receipt of a written request, a party shall make available to the other party or its consultant any books, records, or other documents in its possession or to which it has access relating to any Claim and shall require its subcontractors, regardless of tier, and materialmen

to do likewise.

### **13 DEFAULT OF THE CONTRACTOR.**

13.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of the Contractor:

13.1.1 The Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within five (5) days after written notice thereof from the Owner or such other time as is provided in the Contract Documents, or

13.1.2 The Contractor's failure thereafter to use its reasonable efforts to correct such failure,

13.1.3 The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency; or  
any event which is otherwise defined as a default in this Agreement.

13.1.4 OWNER'S REMEDIES. Upon the occurrence of an event of default the Owner shall have the following remedies, which shall be cumulative:

13.1.5 Order the Contractor to stop the Work, which the Contractor shall do immediately;

13.1.6 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to the Contractor;

13.1.7 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials and equipment to be installed as part of the Work, and to employ any person or persons to complete the Work, and the Contractor shall not be entitled to receive any further payment until the Work is completed; and/or,

13.1.8 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

13.2 TERMINATION OF AGREEMENT. The termination of this Agreement shall be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

13.3 PAYMENTS DUE CONTRACTOR. If the cost of finishing the Work, including any costs, expenses or damages incurred by the Owner as a result of the event of default exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligations under this Paragraph shall survive the termination of this Agreement.

### **14 DEFAULT OF THE OWNER.**

14.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of the Owner:

14.1.1 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after receipt of written notice thereof from the Contractor specifying the default and the necessary corrective action; and/or

14.1.2 The failure of the Owner to pay any undisputed amounts when due and such failure continues for 10 days after notice from the Contractor that such amount is unpaid.

14.2 CONTRACTOR'S REMEDY.

14.2.1 The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suit for damages. The Contractor's right to

exercise that remedy shall be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.

- 14.2.2 If the Owner fails to pay the Contractor as payment becomes due, the Contractor may, upon ten (10) days written Notice, stop the Work until payment of an undisputed amount owing has been received. An adjustment to the Contract Sum will be made as if the Work had been suspended for the convenience of the Owner under Section 15 of this Agreement.

## **15 SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF THE OWNER.**

### **15.1 SUSPENSION FOR THE CONVENIENCE OF THE OWNER.**

- 15.1.1 The Owner may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 15.1.2 An adjustment may be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption.
- 15.1.3 In the event the Work is suspended by the Owner for more than thirty (30) days for any reason other than breach or default by the Contractor, then the Contractor shall have the right, upon fifteen (15) days notice to terminate this Agreement as to any remaining Work.

### **15.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER.**

- 15.2.1 After giving thirty (30) days written notice to the Contractor, the Owner may, in its discretion and without cause, terminate this Agreement for the Owner's convenience.
- 15.2.2 Upon receipt of a written notice from the Owner terminating this Agreement without cause and for the Owner's convenience, the Contractor shall: (a) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor shall take the action directed by the Owner; (b) take all reasonable and necessary action to protect and preserve the Work; and (c) unless otherwise directed by the Owner, terminate all agreements with subcontractors and suppliers.
- 15.2.3 If this Agreement is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the Owner will pay the Contractor for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work provided under this Agreement. Owner will also pay Contractor for all equipment and meters purchased by Contractor solely for the purpose of installation as part of the Work (and Contractor is not able to reasonably use such equipment or meters on other work it may be performing in the ordinary course of its business) if not previously billed and paid by Owner.
- 15.2.4 The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

## **16 INSURANCE AND INDEMNIFICATION.**

- 16.1 At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

### **A. WORKERS' COMPENSATION**

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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ADDITIONAL INSURANCE REQUIREMENTS

- A. Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than one (1) year from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street, Suite #130, Monroe, NC 28112, within thirty (30) days prior to the cancellation of any insurance policy set out herein.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Public Works  
Contract #: 7134



H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County  
Attention: Keith A. Richards, Risk Manager  
500 N. Main Street, Suite #130  
Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

16.2 Insurance furnished by the Owner, if any, is not intended and shall not cover equipment and materials before they are physically incorporated into the Work or tools. The Contractor shall bear the entire risk of loss with respect to tools, equipment, and materials prior to incorporation into the Work.

16.3 To the maximum extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold Owner, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with this Agreement and/or the performance hereof that are caused in whole or in part by the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

16.4 The Contractor and/or the Contractor's subcontractors shall comply with Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with the Work.

## **17 WARRANTIES.**

### **17.1** The Contractor warrants and guarantees that:

- The Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new; and general care and good workmanship will be taken during installation.
- Contractor guarantees installation services for a period of one (1) year from execution of the applicable Route Acceptance Form, a copy of which is attached hereto as Exhibit "F". All materials and equipment incorporated into the Work will be covered by applicable manufacturer's warranties provided to Owner and as set forth on Exhibit "C";
- All manufacturers' warranties shall be made available to Owner. Contractor shall coordinate manufacturer warranty service with the Owner at Owner's request. The sole warranty applicable to installation service provided (as applicable) is delineated as noted above in this

Section 17.2. Product warranties are solely from the respective manufacturer. With respect to the underlying products provided by manufacturers, **THE OWNER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. CONTRACTOR HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE RELATED TO THE MANUFACTURED PRODUCT ITSELF.** All manufacturers' warranty and service obligations shall be for the benefit of the Owner. However, notwithstanding anything herein to the contrary, Contractor agrees that if a product provided in the Work is one of a type identified under the terms of the manufacturer's warranty set forth in Exhibit C, and the manufacturer's warranty does not sufficiently cover any damages sustained by Owner related to the product due to Contractor's or product manufacturer's negligence or intentional misconduct, then Contractor may be liable to Owner for direct damages suffered by Owner due to the Contractor's or product manufacturer's negligence or intentional misconduct, up to an amount not to exceed the amount paid by Owner to Contractor under this Agreement for all products of a type that are identified in the manufacturer's warranty set forth in Exhibit C.

## **18 GENERAL.**

- 18.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party by a duly authorized agent. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.
- 18.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.
- 18.3 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Contractor.
- 18.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of North Carolina sitting in Union County, North Carolina.

18.5 NOTICES. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner,

addressed to the address set forth at the beginning of this Agreement and, in the case of the Contractor, addressed to its address set forth at the beginning of this Agreement. Any party may change its address by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service; upon the expiration of three (3) days from the time of deposit in the United States mail or one day after delivery to overnight messenger with delivery receipt.

- 18.6 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.
- 18.7 APPROVALS. Any approvals required hereunder shall be made in the reasonable discretion of the individual providing approval.
- 18.8 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- 18.9 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work.
- 18.10 SAFETY. The Contractor shall follow all applicable safety and health regulations during the progress of the Work and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this paragraph, the Contractor does not assume any duty or responsibility to the employees of any subcontractor or supplier, regardless of tier, with respect to providing certain employer-employee related insurance benefits, including, but not limited to, disability and workers compensation coverage. The Owner assumes no responsibility for the development, review, or implementation of the any project safety plan or for Work-safety and has no authority to direct the means and methods of the Contractor.
- 18.11 EQUAL OPPORTUNITY. Contractor agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, color, citizenship status, religion, creed, gender, national origin, ancestry, age, physical or mental disability, military status, veteran status, genetic status, or any other characteristic protected by law.
- 18.12 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.
- 18.13 ADDITIONAL AGREEMENT TERMS. Contractor and Owner agree to the terms set forth in the attached Exhibit "E".

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives as of the date first set forth above.

Union County, NC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Ferguson Enterprises, LLC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A: Scope Of Work

## **Exhibit A**

## **Scope of Work**

### **Attachment 1**

#### **Union County, AMI Project Terms and Conditions**

#### **General Conditions, Responsibilities of Ferguson Enterprises, LLC ("CONTRACTOR") and Responsibilities of Union County, NC ("COUNTY"); Customer Acceptance**

#### **CONTRACTOR DUTIES AND RESPONSIBILITIES:**

CONTRACTOR shall implement and install a fully operable AMI System which will enable interval automatic reading of all the water meters within the COUNTY's Territory, in accordance with the Agreement. Installation of "Units" (meter units and associated equipment) will require CONTRACTOR to interrupt water service and access the water meters' applicable utility infrastructure in performance of the Work. CONTRACTOR shall provide, and require all its subcontractors to provide, its services in a manner that will minimize disruption of and avoid annoyance to COUNTY's water customers, will reflect well on the COUNTY, and will maintain the COUNTY's reputation for providing high quality customer service. The following summarizes specific duties that CONTRACTOR shall provide:

#### **GENERAL**

1. *Times for Work.* All Work shall be performed between the hours of 8 a.m. and 6 p.m. Monday through Saturdays during times of mutual consent between CONTRACTOR and COUNTY, provided all activity ends before dusk ('Regular Work Hours'). In the event of an emergency, Work may be performed outside of these hours with the prior approval of the COUNTY, consistent with all applicable law. Exceptions to these times for Work must be approved by COUNTY and the parties understand it may be required for commercial areas that are not reasonably accessible during normal business hours. Access to residential areas outside of Regular Work Hours may be required based on the needs of an individual End User (as such term is defined in Exhibit D) and will be approved at the sole discretion of COUNTY. All Work shall be conducted in accordance with COUNTY ordinances, policies, and procedures.
2. *Scheduling of Work.* All Work will be undertaken in accordance with the Project Schedule agreed upon by the parties. CONTRACTOR shall be responsible for notifying End Users/customers and homeowners associations of the dates work will be performed in their meter boxes in accordance with communications and access procedures established and mutually agreed to by both CONTRACTOR and COUNTY prior to initiation of installation portions of the Work, including any procedures included in the Contract Documents.
3. *General Inquiries/Complaints from End Users/Residents.* CONTRACTOR will respond to one hundred percent (100%) of general resident project inquiries and End User complaints received by CONTRACTOR, or received by COUNTY and forwarded to CONTRACTOR, within one business day through the completion of the Work.
4. *Service Complaints.* CONTRACTOR will respond to one hundred percent (100%) of End User service problems involving leaks or water availability within four hours of the time the initial complaint is received by CONTRACTOR from End User or COUNTY. COUNTY will make dispatch decision identical to existing service levels. CONTRACTOR will respond to one hundred percent (100%) of End User complaints or service problems involving meter installation, property restoration and the like within one business day of receipt of complaint from End User or COUNTY through Substantial Completion.

5. *Supervision of On-site Crews.* The Work requires work in End User meter boxes, which are generally in the public right of way adjacent to private property. CONTRACTOR shall insure that all on-site crews display the highest level of professionalism, courtesy, and respect toward COUNTY End Users, staff and residents and respect the property of others. On-site crewmembers shall always carry photo identification, the CONTRACTOR Project Manager's business card and other credentials linking them to the AMI System Project. CONTRACTOR shall provide on-site crews with copies of a COUNTY approved 'Fact Sheet' to hand out to inquiring citizens.

On-site crews shall leave property as undisturbed as possible replacing appropriate shard materials and shall properly dispose of all trash before leaving any property or job site and shall properly dispose of all debris found in meter boxes. On-site crews shall observe the noise and/or nuisance ordinance of any jurisdiction in which the Work is being performed and keep noise levels as low as reasonably possible and shall refrain from using lewd, improper, or otherwise disruptive language in the presence of the End User, residents, or general public. On-site crew shall observe designated smoking areas and always extinguish and dispose of smoking materials properly. Complaints from the general public, residents, or End Users about on-site crews or crewmembers will not be tolerated. Upon receiving complaints about crews or crewmembers, CONTRACTOR shall investigate and shall remove on-site crewmembers that are incompetent, disorderly or otherwise unsatisfactory. CONTRACTOR shall be responsible for replacing crewmembers that do not maintain an acceptable level of professionalism, courtesy and respect and performance level.

6. *Vehicles.* All vehicles used by CONTRACTOR in performing the Work must meet minimum standards of quality and the COUNTY reserves the right to object to vehicles that do not appear to meet minimum standards of quality and appearance. All vehicles shall be operated in accordance with all applicable law. Vehicles must be labeled with COUNTY designed magnetic signs identifying the vehicle and crew as working under a contract with the COUNTY. Signs shall be removed if vehicle is to be used for transportation outside of the scope of performance of the Work. Vehicles shall not enter a job site in or near a residential neighborhood before 7AM unless otherwise specified in writing by the COUNTY. Vehicles shall not double park. Crew vehicles shall not violate any applicable parking laws. Crew vehicles shall never be parked on private residential lots or driveways unless they have been given direct permission from the property owner. Vehicles must not display signs, posters or pictures, which are in conflict with COUNTY's standards.

### ***METER INSTALLATION***

1. CONTRACTOR will furnish and install equipment as outlined in Exhibit B, Pricing. All Units shall be owned by COUNTY upon payment by COUNTY and any Units for which COUNTY has paid that are not installed shall be delivered to the COUNTY. COUNTY will use such Units as inventory for future use or, at the COUNTY'S option, as substitutes at other locations within the COUNTY's Territory. The parties acknowledge that COUNTY has provided database extracts to use for obtaining Unit inventory. The accuracy of these numbers is solely the responsibility of the COUNTY. At kickoff of the Work, both parties will collectively determine an updated End User address list.

2. CONTRACTOR will replace meters with like size and type and is not responsible for any previously improperly specified meters. COUNTY shall provide an updated list of active and inactive accounts at or prior to the time of installation.

3. CONTRACTOR shall furnish and install all required labor, material, and equipment necessary for a



complete installation of an AMI Meter System, including approximately 55,000 meters.

Meter installation will include a standard meter installation. A "standard meter installation" is recognized as one which involves the replacement of an existing meter meeting the following conditions: 1) meters will be located in outside meters or pits with vaults with adequate access or if access is restricted CONTRACTOR will be able to obtain access from the COUNTY within one week of request during normal business hours; 2) meter access will not subject CONTRACTOR's employees to dangerous or unsafe working conditions; 3) CONTRACTOR will remove the typical dirt and silt from the meter box; but will not be required to remove excess amounts of dirt or silt from meter boxes (15 minutes maximum of digging); 4) CONTRACTOR will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, substandard conditions or existing connections not in conformity to current building codes; 5) water meters are on setters or equipped with standard meter connections that can be reused during meter installation; 6) meter exchanges are **like-for-like**, same lay length and no major plumbing is required; 7) no additional labor or groundwork will be needed to access meters, including, but not limited to, cutting, removal and replacement of asphalt or tree roots; and 8) existing meter boxes or meter vaults will be used and curb stops and valves are in working condition.

In the event CONTRACTOR reasonably determines that any meter installation is not a standard meter installation the CONTRACTOR will immediately bring the matter to the attention of the COUNTY's representative who will inspect the condition and advise CONTRACTOR how to proceed. If additional work is requested by COUNTY, such work will be completed at an agreed upon hourly rate plus materials as set forth in Exhibit B, Pricing. In the event such additional work requires a license not required for a standard meter installation, then COUNTY will be responsible for engaging the services of a contractor to perform such work prior to CONTRACTOR proceeding with the meter installation.

4. In the event COUNTY decides that they wish to contract themselves the line item of cutting meter box lids for the AMI system, they must have all lids cut prior to meter installation. Meter lids must be cut and replaced in boxes as necessary and CONTRACTOR will not be held responsible for lids cut by COUNTY. CONTRACTOR also will not be held responsible for such lids fitting properly or improperly in existing meter box. If COUNTY requires the hole to be plugged while there is not a transmitter installed this cost and task will be on COUNTY. COUNTY will have all meter box lids cut and installed in box in a timely manner so to not unreasonably delay progress of CONTRACTOR. COUNTY, if it so chooses to outsource lid cutting not to CONTRACTOR, will have all lids cut and replaced within two (2) months after notice to proceed.

5. The following is the field process when CONTRACTOR approaches a meter pit with an obvious issue/problem that will need additional materials/labor to complete install beyond a standard meter installation. On first occurrence, CONTRACTOR will flag location to COUNTY as a "RTU" (Return to Utility). RTU will be addressed onsite with COUNTY and COUNTY will have the ability to choose which path of repair such location will need.

- Path I : COUNTY will handle repair of location to meet standards for the CONTRACTOR to install meter/transmitter. COUNTY will handle all materials and labor needed to achieve such condition. COUNTY will fix location in a timely manner as to not interrupt CONTRACTOR with installation of Units. The goal would be to fix location before CONTRACTOR finishes with that route/book/cycle. If such work

cannot be fixed/repared in a timely manner, then such location will be taken off CONTRACTOR's install list and fully given to COUNTY. Timely manner is described as ten (10) working days from time RTU is presented to COUNTY.

- Path II : COUNTY will allow CONTRACTOR to make necessary repair to location(s) to meet standard craftsmanship of meter pit. CONTRACTOR will supply own materials as needed to be charged with labor based on Exhibit B, Pricing. If such item is not in Exhibit B, Pricing, then CONTRACTOR will use "Out of Scope Work" pricing by the hour as set forth in Exhibit B, Pricing. Out of Scope Work can be broken down in to 15-minute cost as the amount of time needed for repair is completed.

If such task or obvious issue/problem is deemed to be an on-going occurrence COUNTY can use Path II for the remaining of the Work or a period agreed upon between the parties. CONTRACTOR shall show documentation of each occurrence with which Path II was used and bill accordingly each month on the pay application. COUNTY can stop the use of Path II as needed during the project in its sole discretion, but must supply a notice of five (5) days to the CONTRACTOR.

Path I or Path II can be used for a multitude of items in the field for installation as long as proper processes are followed as described in this document.

### **GENERAL INSTALLATION**

1. *AMI Software and Reading Equipment*: CONTRACTOR shall provide and configure the software and AMI reading system. This includes:

- Applicable Water Meter
  - CONTRACTOR shall follow guidelines of installation based upon "Meter Installation" Section previously stated in Scope of Work. CONTRACTOR shall also capture old/previous meter's reading for final read of existing meter. CONTRACTOR shall take picture of existing read to keep for verification of final read. CONTRACTOR shall capture all information of new meter's serial number and beginning reading in meter installation software.
- Applicable SmartPoint transmitters
  - CONTRACTOR shall install SmartPoint transmitters through meter box lid with the transmitter head setting above lid. CONTRACTOR shall activate SmartPoint transmitters in final resting place to communicate with AMI meter system. CONTRACTOR shall capture SmartPoint transmitter serial number and store in meter installation software.
- Integration with billing system
  - CONTRACTOR shall work with COUNTY billing software to integrate meter data to and from the meter reading software. CONTRACTOR to charge for billing integration based upon "Billing Integration" fee in Exhibit B, Pricing. Any and all charges from COUNTY billing system to work with CONTRACTOR are to be paid by COUNTY.
- System network
  - CONTRACTOR to install collectors with antennas based upon an agreed upon Statement of Work (SOW) which will be written for each site, as such sites are shown on Exhibit H. CONTRACTOR price in Exhibit B, Pricing, is based upon normal collector installation standards. CONTRACTOR to provide walk through of normal installation on site walk inspection with COUNTY.
- Meter-programming handhelds

- CONTRACTOR to setup purchased handhelds from Exhibit B, Pricing with COUNTY installation information. This information is used to program transmitters to communicate with AMI meter reading system.
- Professional Services
  - CONTRACTOR to use "Professional Services" as needed during project for additional integrations with third party software as outlined in Exhibit G. CONTRACTOR to charge a "scoping" fee priced in Exhibit B, Pricing for a scoping session with COUNTY, Professional Services, & Third- Party software. Once scoping session is completed CONTRACTOR will provide COUNTY with a quote for cost to complete integration with third party based upon the requirements laid out in scoping session.
- Annual Software Maintenance and Support
 

CONTRACTOR agrees that Software (as defined in Exhibit D) maintenance and support will be provided by third-party Sensus (as defined in Exhibit D) in accordance with the terms of the agreement between COUNTY and Sensus for such services attached in Exhibit D. However, in accordance with that agreement between COUNTY and Sensus for such services attached in Exhibit D, COUNTY shall pay CONTRACTOR for these annual maintenance services, with such amount to be passed on to Sensus. The annual fees for such services, for the first year, as well as for future annual software maintenance years (through five years), will be as set forth in Exhibit B, Pricing.

2. *Advanced Metering Reading (AMI) Training:* CONTRACTOR shall provide a knowledgeable representative for up to three (3) to five (5) days of on-site training at COUNTY's place of business. Dates for the training will be coordinated with the COUNTY for timing, attendance of COUNTY Staff and location. Training will specifically address AMI System use in conjunction with COUNTY'S Billing System, installation, maintenance, management reports, web based reporting, trouble-shooting and support of devices installed under this Agreement, and programming of transmitting devices for additions to the system by the COUNTY in the future. The COUNTY will identify persons for training who will be responsible for generating bills and overseeing the AMI System. CONTRACTOR shall also facilitate field training as requested by the COUNTY and will provide documented training materials specific to the COUNTY's solution/design during and at the completion of training. CONTRACTOR will also provide a detailed and clear training agenda to enable the COUNTY to determine appropriate designees for each functional training session. The COUNTY staff can shadow CONTRACTOR's install staff during the meter installation process to learn as long as such shadowing does not slow CONTRACTOR's meter installation progress. Additional training in the future can be provided with negotiated pricing and separate agreement by COUNTY and CONTRACTOR.

3. *Meter Boxes, Vaults & Roadways:* CONTRACTOR shall reasonably repair any damages to meter boxes, vaults, water mains, private service lines and roadways incurred because of installation by CONTRACTOR or its subcontractors. CONTRACTOR acknowledges that if real or personal property located outside of existing easements and right-of-way is damaged, CONTRACTOR shall be solely responsible for obtaining access for all required CONTRACTOR repairs. Any new meter boxes will be equal to a COUNTY standard box and lid. CONTRACTOR may use salvageable meter box parts to repair existing meter boxes. CONTRACTOR will be accountable for any work in repairing areas affected, including, but not limited to: masonry/brick, carpentry, asphalt, or concrete that is damaged by CONTRACTOR during course of work. CONTRACTOR is not responsible for currently broken meter boxes, vaults, and roadways. CONTRACTOR shall document existing conditions and report existing broken meter boxes, vaults, and roadways in advance of beginning Work at the specific installation site. CONTRACTOR is not responsible for correcting existing meter boxes that were initially installed at improper depth, etc. For meters between 1" and 2", meter box and service depth/position will not be adjusted during installation and CONTRACTOR

is not responsible for meter box repair or adjustment should meter and AMI device not fit properly in meter box. All repairs for which CONTRACTOR is responsible shall be completed within three (3) business days. CONTRACTOR shall ensure that all areas are clearly marked and shall provide protection to pedestrian and vehicular traffic at all such times. CONTRACTOR will be responsible for tracking field issues associated with meter site while performing installation through a field management tool. These issues include but are not limited to; broken lids, leaks, meter box issues, etc.

4. *Liability*: CONTRACTOR is responsible for any damages to underground infrastructure resulting from or related to meter removal or installation within two (2) feet of either side of the meter. Such damages shall be repaired promptly at the expense of CONTRACTOR. CONTRACTOR is not liable for damages outside the two (2) feet zone, either on the water distribution side or on the end user side, incurred from the meter replacement process (i.e. shutoff, temporary outage, and restart of water service), unless the damage was the result of negligence by CONTRACTOR. CONTRACTOR and its subcontractors shall answer to and be responsible for any damage or injury to person or property that did not exist prior to CONTRACTOR commencing the Work. Repair damages shall be limited specifically to the reasonable repair of the damaged area only and to return the damaged area to its condition prior to the Work being performed. Should there be any locations where meter installation is not possible without damage to either infrastructure or real or personal property, CONTRACTOR will promptly notify COUNTY for a determination on appropriate course of action. Should COUNTY direct CONTRACTOR to install a meter at such a location where CONTRACTOR has reasonably determined meter installation is not possible without damage to either infrastructure or real or personal property, COUNTY will be responsible for repairs or corrections to the infrastructure or real or personal property identified by the CONTRACTOR, which it may choose to address through a Change Order. All repairs for which CONTRACTOR is responsible shall be completed within three (3) business days weather permitting. CONTRACTOR shall ensure that all areas are clearly marked and shall provide protection to pedestrian and vehicular traffic at all such times.

5. *Shutoffs*: CONTRACTOR is responsible for shutting off the water to each meter serviced as well as for notifying each End User of the shutoff. Some assistance may be required of the COUNTY in notifying End Users. To obtain COUNTY assistance, CONTRACTOR shall contact COUNTY's designated Project Manager proactively to ensure no negative impacts to project timelines are created when these contacts are necessary. The COUNTY is responsible for all costs associated with call outs for utility problems unrelated to the Work, including all overtime costs incurred by COUNTY staff. CONTRACTOR will knock on the doors of residential End Users and shall leave notifications on their doors prior to Work on the premises (along with following the Access Program as set forth below). In the case of commercial End Users special efforts will be made to ensure minimum disruption to their utility needs and with a minimum 24 hour notice. The COUNTY will also work with CONTRACTOR to coordinate such efforts with large End Users to provide meter access and schedule service disruption that has minimal, if any, impact of business operation. To prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoff's, CONTRACTOR will schedule the replacements with these commercial End Users and will notify the maintenance personnel when turning the water back on to the End User facilities. Ultimately the responsibility of operating fixtures inside the buildings is the responsibility of the End User.

6. *Miscellaneous Reporting*: In addition to any other reporting obligations set forth in Agreement, CONTRACTOR shall promptly on the same business day unless otherwise provided report to COUNTY of any of the following:

**Immediately**

- Safety issues that develop or are discovered, including worker injuries,

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ediat

- ely by telephone  
Media contacts

**Daily**

- Any apparent leaks located on either side of the meter;
- Any COUNTY facilities or property, and any private facilities or property, damaged by CONTRACTOR;
- Any errors discovered in the COUNTY'S database, such as meters not in COUNTY'S database or meters that are noted as the incorrect size in the database.

- Any meter bypasses that are found in open position, in which instance CONTRACTOR shall also immediately take corrective action
- Customer complaints and damage claims and actions CONTRACTOR has taken or will take in response to such complaint
- Need for additional maintenance at site not noted above
- Unusual conditions (leaks, corrosion, theft, etc.)

#### **Weekly**

- Provide COUNTY'S Project Manager with a written progress report
- Provide Installation schedule updates and production schedule status
- Provide Route Saturation, which is the percentage of the billing District that is complete, together with an Installation Quality Control report
- Material inventory update report

*7. Labor, Materials, and Warranty Included in Work:* As provided herein, all labor, material, and necessary equipment required for the installation of the Units and other equipment proposed are included in the Contract Sum. The terms of the meter manufacturer(s) warranty will be in place and enforced and, the installation of any replacement meter is the responsibility of the COUNTY, per meter manufacturer's warranty. Any existing code violations that may exist and are discovered during the implementation of Work will immediately be brought to the attention of the COUNTY for corrective action deemed necessary by the COUNTY; any associated repair cost to the facility, system, or equipment to make it code compliant will be the responsibility of the COUNTY.

#### *8. Timing, Notification, and Access Program:*

a) Installation of End User meters shall be completed on a meter reading 'route' basis, unless otherwise agreed to by the COUNTY project leadership. Route saturation (completion percentage) shall be tracked and reported to COUNTY as prescribed at Work initiation. A complete route is defined as a route in which all meters have been either: (1) successfully installed, or (2) deemed inaccessible, unsafe or damaged per the documented access attempt process below.

b) CONTRACTOR shall provide to each End User in accordance with the times provided herein COUNTY provided door hangers. The CONTRACTOR and COUNTY shall jointly be responsible for additional customer communications as deemed appropriate given the scope the project beyond the responsibilities outlined in the Access Program below.

c) CONTRACTOR and COUNTY shall follow the following Access Program:

- COUNTY will notify End User no less than two weeks prior to installation via mail, bill insert, public notification, or other communication channel determined by the COUNTY.
- Before temporarily interrupting individual End Users' utility service, CONTRACTOR will make every effort to ensure that doing so will not impose undue hardship on the End User. Such efforts will include at a minimum observing the meter to see if water is being used and knocking on doors to contact those who may be inside. CONTRACTOR will make reasonable adjustments to the installation schedule to accommodate End User requests. CONTRACTOR will be responsible for scheduling meter installation with all commercial and industrial accounts as required and

advanced notification when bypassing is available considering water discoloration or other occurrences because of utilizing bypass valves.

- If a specific Unit installation cannot reasonably be completed due to discovery of an unsafe condition such as a damaged or deteriorated meter service, or any other special or unsafe working conditions (to be mutually identified and documented in writing) the CONTRACTOR work order identifying the End User and such other information as COUNTY may reasonably require will be forwarded to the COUNTY for COUNTY follow-up. CONTRACTOR may close the work order and the End User account may be removed from the population targeted for CONTRACTOR completion.
- Before leaving the site, door hangers will be left at the property informing the End User of the status of the visit: for instance: 'installation complete', 'installation pending' or other similar approved messages.

9. *Quality Control*: CONTRACTOR will implement a field validation procedure in connection with each Unit installation that will include all of the following in a field validation report. Exception warnings while entering field data into handheld for:

- Customer Information System meter number mismatch
- Transmitter Number mismatch
- Register ID mismatch
- Customer address mismatch
- High/Low consumption reading
- Valid AMI unit: Verify that number exists in inventory and is not a duplicate. Field verification will be conducted on exceptions, when appropriate

CONTRACTOR shall ensure that all Units have barcodes. The barcode shall match the meter number set by the manufacturer to eliminate data entry error. CONTRACTOR will scan all bar code information into field work order management system while installing new products.

Field Audits shall be conducted to verify installation is in accordance with (i) the recommendations set forth in Chapter 4 "Meter Installation" of the AWWA M6 Manual Water Meters- Selection, Installation, Testing, and Maintenance, Fourth Edition, (ii) the COUNTY's Standard Specifications and details, and (iii) manufacturer's guidelines. All AMI modules shall be installed according to the AMI manufacturer written instructions. Results of field audits shall be documented and reported to COUNTY electronically and shall be conducted as follows:

- a.) One hundred percent (100%) field audits on first ten (10) days of new CONTRACTOR employees/ subcontractor employees performing any of the Work;
- b.) Minimum five percent (5%) random audits of all employees/subcontractor employees during entire installation period within one week of installation; and
- c.) Proof of radio read software reading 100% of units accurate and providing file to load in billing system fully tested through integration.
- d.) Standard Quality Assurance form: Results of field audits are documented and reported electronically. CONTRACTOR shall re-train when necessary.

10. *Employee Hiring*: CONTRACTOR will perform and report to COUNTY the following qualification and training for employees performing installation (and shall require the same of all subcontractors performing any of the Work):

- Drug Test/Background Check

- Meter Reading training
- Hand held training
- AMI technology training
- Safety training
- Meter installation training conducted by the appropriate meter manufacturer or trained designee.

## **COUNTY DUTIES AND RESPONSIBILITIES**

In order for CONTRACTOR to perform its obligations under this Agreement with respect to the Work, COUNTY shall be responsible for:

1. Providing key point of contact for project management activities to work with CONTRACTOR to facilitate a timely installation of the AMI System ('COUNTY Project Manager');
2. Comply with the terms of the manufacturers' Base Warranties set forth in Exhibit C and as of installation date, to the extent responsibility does not rest with CONTRACTOR hereunder;
3. Executing the electronic process of transfer of meter reading data into meter management system that CONTRACTOR establishes; on a mutually agreed upon schedule;
4. Effectively read meters until Route acceptance;
5. Provide reviews and approvals of design submissions, proposed Change Orders, and other documents related to the Work within 21 days of receipt of complete documents for consideration;
6. Where applicable and if available to COUNTY, providing the following information with respect to the Work and Project Site(s) as soon as practicable following CONTRACTOR's request. Project Site means locations where Work is conducted.
  - a. GIS information describing the property, boundaries, and reference points for use during installation, including existing service and utility lines if available;
  - b. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and installation of the Work and enable CONTRACTOR to perform the Work;
  - c. As-built and record drawings of any existing structures at the Project Sites owned by COUNTY

COUNTY is not responsible for the accuracy or completeness of any such information or data provided. CONTRACTOR is responsible for obtaining such reports and surveys, as it deems necessary;



7. Providing assistance to obtain any permits, approvals, and licenses that are necessary for the performance of the Work and are not CONTRACTOR's responsibility to obtain as set forth in Agreement;
8. Isolating the utility system to allow for meter change out, including identification of all shut-off valves as needed;
9. Scheduling shutdowns, downtimes, and relocation of new commercial vaults;
10. Providing ongoing care and maintenance of the AMI System, including all meters, AMI equipment and meter boxes and vaults at or above manufacturers' specifications and process;
11. Participating in training for COUNTY staff provided by CONTRACTOR for installation of endpoints;
12. Providing payment of any future taxes, renewal, regulatory or license fees associated with the hardware and software after final acceptance of the Work; and
13. Providing adequate refuse containers for cardboard and trash as needed... Also scrap meter bins as needed (if applicable)

## **ATTACHMENT 2: AMI System**

### **1. PURPOSE AND PROJECT.**

The purpose of this Agreement is to set forth the expectations of the parties concerning the AMI System Project. The AMI System Project is the furnishing and installation by CONTRACTOR of a complete radio frequency advanced automatic meter infrastructure system in the COUNTY utility service area ('Territory'), including all infrastructure and equipment and using the Sensus Systems Solution and software (); the testing, at different levels, of such installations and AMI System; the provision for a Maintenance and License Agreement between COUNTY and Sensus Systems for software, and fixed pricing; other guarantees of performance; and other equipment and services as described herein. AMI System Project is also called 'AMI' or 'AMI System'. This Agreement sets forth the Work, other obligations of the parties, the performance metrics to be met, and the intended outcomes, pricing, and timeline. The intent of this Agreement is to include all items necessary for the proper execution and completion of the AMI System by CONTRACTOR.

### **2. SCOPE OF THE WORK AND CONTRACTOR RESPONSIBILITIES.**

A. Except for responsibilities of COUNTY specified herein CONTRACTOR shall do all that is necessary to install a functionally complete and operable AMI in the COUNTY'S Territory, including arranging for enhanced warranties from manufacturers to COUNTY, completion of all training, responding to all public inquiries and complaints, and guaranteeing its own performance, all as provided herein.

B. The Work, as described herein and defined in the Agreement above, generally consists of (i) replacing or retrofitting approved existing and new water meters, and installing encoders and transmitting devices manufactured by Sensus and furnished by CONTRACTOR in End Users' meter boxes in Territory. Such installation shall be done by 'Route' determined by reference to COUNTY utility billing cycles and timed in coordination with such utility billing cycles; (ii) software interface into existing COUNTY billing system and web-based customer interface; (iii) quality control and testing at various stages; (iv) securing and providing performance guarantees; (v) provision of reports and documentation and training and (vi) provision of the labor, materials, equipment, apparatus and supplies in connection therewith. The equipment includes water meters, encoder registers, Sensus transceivers/transmitters, couplings, connectors, gaskets, piping, meter setters and other accessories. The Work includes all labor, materials, equipment, apparatus and supplies and services to fulfill CONTRACTOR obligations, unless specifically provided otherwise herein. There shall be no substitution of equipment specified in this Agreement without the written consent of COUNTY, which shall be at the COUNTY's sole discretion.

C. Upon receipt of Notice to Proceed, CONTRACTOR will, among all other duties described in this Agreement:

- Attend and participate in a Kickoff meeting involving COUNTY Project Manager and other appropriate COUNTY staff, AMI Project Manager and other appropriate CONTRACTOR employees and representatives of all CONTRACTOR's subcontractors at which time the

parties will coordinate to establish an updated End User address list; a schedule of Unit installation ("Installation Schedule"), initial equipment shipment dates and quantities, and an overall AMI System installation timeline (collectively 'Project Schedule') and deliver a project plan post completion of understanding kick off details. The participants shall also designate responsible personnel; agree upon equipment delivery and storage; establish procedures; and establish and agree upon such other matters as may be necessary or appropriate. The Installation Schedule shall be established by Route with regard to COUNTY billing cycles, routes and dates so as to minimize disruption to End Users and COUNTY utility billing. The Project Schedule shall show at least, the earliest starting, earliest completion, latest starting, latest completion, projected cycle implementation, average installation average per week to support start and end dates and the total float times for each Route Installation Schedule. Additionally CONTRACTOR shall prepare for review and approval a schedule of values allocating the Contract Sum to the various portions of the Work (which shall be based on Unit prices and numbers of Units installed, where applicable), including specific value for business review services, and prepared in such form and supported by such data to substantiate its accuracy as COUNTY may require. This schedule, unless objected to by COUNTY, shall be used as a basis for reviewing

CONTRACTOR's Applications for Payment.

- It is anticipated that CONTRACTOR will be instructed to facilitate purchase of Units in separate batch purchases by the COUNTY. All Units shall remain in CONTRACTOR care, custody, and control until installation and be delivered to the installation sites in new condition in the manufacturer's original, labeled containers until the approximate time for their installation. The CONTRACTOR shall be liable for all units until either installed and tested or given to COUNTY as surplus. New and satisfactory items at CONTRACTOR expense shall replace any Units, equipment or materials that become damaged or deteriorated from any cause of the CONTRACTOR. Title to all Units and other equipment shall pass to COUNTY upon payment by COUNTY.
- Perform quality control and test the functionality of interface with the COUNTY's utility billing system.
- In coordination with COUNTY, comply with Access Program described herein
- Puncture lids as provided herein.
- Schedule and perform 'Unit' installation in commercial and residential End User meter boxes and flush End User water lines (as provided herein) after each installation. Some commercial installations will need to be done during non-working hours. The property owner/operator, COUNTY, and CONTRACTOR shall agree upon the timing for these installations.
- Record each Unit installation with before and after photographs, meter id, register id, transmitter id, address verification, maintenance needs (if applicable) and a GPS coordinate reading, and provide such Unit installation records to COUNTY in COUNTY approved electronic format daily reflecting installations made the previous day.
- Conduct Route acceptance testing as provided per Exhibit F.
- Conduct AMI System testing, final acceptance testing and warranty final acceptance testing as provided herein. This testing includes testing through actual bill creation for all installed meters.
- Provide agreed-upon warranties and assure that enforceable extended warranties are provided to COUNTY and assure provision of fixed pricing on equipment.
- Enter COUNTY facilities and End User sites only for the purpose of executing the Work and only during Regular Working Hours and only in accordance with applicable

- permissions and authority. After hours work must be done in coordination with COUNTY.
- Reasonably repair and restore any property damaged or injured as a result of any act or omission or neglect of CONTRACTOR as provided herein.
- Conduct routine and reoccurring progress meetings at a location and time selected by the COUNTY, with COUNTY Project Manager and provide all reports described herein. The principal purpose of these progress meetings is to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Work on schedule and to complete the Work within the Contract Times. The typical agenda will include: review and approve minutes of previous meeting, review progress of Work since last meeting, review proposed 30 day installation schedule; field observations, problems and conflicts; problems that impede progress; corrective measures and procedures; submittal status; pending changes; maintenance of quality and standards; status of community relations and complaint resolution and the like.
- Adhere to Project Schedule
- If any equipment or software used in the Work is subject to patent or copyrights calling for the payment of any license fee or royalty to others, such shall be disclosed to COUNTY in this Agreement, other than the maintenance and license agreement between Sensus and COUNTY.

D. In carrying out all the Work CONTRACTOR shall, among all other duties set forth in this Agreement:

- Be aware of all the requirements of Work attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with Agreement;
- Be solely responsible for the means, methods, techniques, sequences and procedures of Work;
- Assign a competent AMI Project Manager who shall be a full-time employee of CONTRACTOR and is acceptable to the COUNTY. COUNTY shall have up to seven (7) days to review resume and experience.
- Conduct and carry out all Work in a manner designed to avoid all but short-term disruption of services to COUNTY and End Users and to prevent damage to COUNTY and End User property, including utilities.
- Notify COUNTY immediately (within one hour) by telephone, of any emergency or other situation compromising the safety of persons or property and follow up such report in writing.
- Not permit the employment (by CONTRACTOR or subcontractors) of unfit persons or persons not properly skilled in tasks assigned to them in the performance of the Work and be responsible to COUNTY for the acts and omissions of CONTRACTOR's employees, subcontractors, and other persons or entities performing portions of the Work;
- Comply with all applicable law;
- Be solely and completely responsible for conditions for which it has responsibility under this Agreement or are within its control of each installation site in connection with the Work, including safety of all persons and property. This requirement shall apply continuously and not be limited to Regular Working Hours.
- Promptly correct Work failing to conform to the requirements of Agreement whether discovered before or after Substantial Completion at CONTRACTOR's cost and expense pursuant to warranties and this Agreement.
- Complete the Work as provided herein.

## Exhibit B: Pricing

DESCRIPTION	QUANTITY	SELL PRICE	TOTAL SELL PRICE
RNI SETUP FEE	1	\$ 24,205.00	\$ 24,205.00
SENSUS ANALYTICS ENHANCED SETUP FEE	1	\$ 25,000.00	\$ 25,000.00
BILLING INTERGRATION	1	\$ 20,000.00	\$ 20,000.00
*BILLING VENDOR FEE NOT COVERED			
ANNUAL RNI FEE	1	\$ 55,000.00	\$ 55,000.00
ANNUAL SENSUS ANALYTICS ENHANCED FEE	1	\$ 49,113.00	\$ 49,113.00
*ANNUAL FEE BASED OFF 1/2 SYSTEM DEPLOYMENT IN YEAR 1. INCREASE IN ANNUAL FEE WILL OCCUR IN YEAR 2 AS SET FORTH BELOW REGARDING ANNUAL SOFTWARE MAINTENANCE.			
RNI TRAINING	2	\$ 6,000.00	\$ 12,000.00
SENSUS ANALYTICS ENHANCED TRAINING	3	\$ 5,000.00	\$ 15,000.00
HANDHELD TRAINING	3	\$ 1,500.00	\$ 4,500.00
PROJECT MANAGEMENT	1	\$ 150,000.00	\$ 150,000.00
MOBILIZATION	1	\$ 30,000.00	\$ 30,000.00
TRASH, CARDBOARD & SCRAP CONTAINERS	1	\$ 8,000.00	\$ 8,000.00
MASS METER CHANGEOUT FILE	1	\$ 40,000.00	\$ 40,000.00
* BILLING VENDOR FEE NOT COVERED			
PERFORMANCE & RETAINAGE BOND	1	\$ 40,000.00	\$ 40,000.00
IP ACTIVATION	17	\$ 500.00	\$ 8,500.00
SITE SURVEY & SOW'S	17	\$ 1,000.00	\$ 17,000.00
M400 COLLECTOR	17	\$ 25,000.00	\$ 425,000.00
*EACH COLLECTOR REQUIRES 120V POWER RAN TO UNIT & INTERNET (STATIC IP ADDRESS)			
M400 INSTALL	9	\$ 25,000.00	\$ 225,000.00
M400 INSTALL	4	\$ 30,000.00	\$ 120,000.00

M400 INSTALL	4	\$ 35,000.00	\$ 140,000.00
POLE INSTALL	1	\$ 100,000.00	\$ 100,000.00
<b>*DOES NOT INCLUDE ANY PERMITS REQUIRED</b>			
5/8 X 3/4 SR11 METER	19935	\$ 106.00	\$ 2,113,110.00
1" SR11 METER	465	\$ 188.28	\$ 87,550.20
1.5" METER	86	\$ 1,450.00	\$ 124,700.00
2" METER	52	\$ 1,650.00	\$ 85,800.00
3" METER	1	\$ 2,150.00	\$ 2,150.00
4" METER	AS NEEDED	\$ 2,675.00	
6" METER	AS NEEDED	\$ 6,350.00	
8" METER	AS NEEDED	\$ 10,250.00	
<b>*LARGE METERS ARE QUOTED AS COMPOUND STYLE METER</b>			
ITRON TO TRPL ADAPTER	27603	\$ 37.49	\$ 1,034,836.47
<b>*1 FOOT ADAPTER WIRE</b>			
520M TOUCHCOUPLER TRANSMITTER	48201	\$ 110.00	\$ 5,302,110.00
<b>INSTALLATION ITEMS</b>			
5/8 X 3/4" INSTALL	19935	\$ 55.00	\$ 1,096,425.00
1" INSTALL	465	\$ 60.00	\$ 27,900.00
1.5" INSTALL	86	\$ 300.00	\$ 25,800.00
2" INSTALL	52	\$ 400.00	\$ 20,800.00
3" INSTALL	1	\$ 1,000.00	\$ 1,000.00
4" INSTALL	AS NEEDED	\$ 1,100.00	
6" INSTALL	AS NEEDED	\$ 1,200.00	
8" INSTALL	AS NEEDED	\$ 1,400.00	
SUB METER GPS (PER INSTALL)	48201	\$ 3.00	\$ 144,603.00

ADDITIONAL NOTE DATA FIELD CAPTURED (PER INSTALL)	48201	\$ 2.50	\$ 120,502.50
TRANSMITTER ONLY INSTALL	27603	\$ 45.00	\$ 1,242,135.00
LID HOLE CUTTING FEE	51019	\$ 12.00	\$ 612,228.00
LID EXCHANGE FEE	AS NEEDED	\$ 4.00	
<b>*LID EXCHANGE FEE IS PUTTING IN ADDITIONAL LID (LID COST SEPARATE)</b>			
<b>ADDITIONAL ITEMS</b>			
WIRED TRANSMITTER	510	\$ 130.00	\$ 66,300.00
<b>*WIRED TRANSMITTER USED TO RETRO-FIT LARGE METER EXISTING REGISTERS ONLY (LABOR NOT INCLUDED)</b>			
SMART GATEWAY	5	\$ 400.00	\$ 2,000.00
5/8 X 3/4 ALLY METER	25	\$ 450.00	\$ 11,250.00
DATA INTERGRATION / WORKSHOP	1	\$ 2,500.00	\$ 2,500.00
<b>*DATA INTEGRATION WORKSHOP WOULD CONSIST OF MEETING WITH COUNTY &amp; 3RD PARTY TO SCOPE OUT SUCH WORK. PRICING TO FOLLOW FOR WORK NEEDED BY FERGUSON/SENSUS.</b>			
<b>ADDITIONAL FIELD MATERIALS ITEMS</b>			
WATER METER LID ONLY NON-TRAFFIC RATED RESIDENTIAL	AS NEEDED	\$ 18.50	
WATER METER LID ONLY TRAFFIC RATED RESIDENTIAL	AS NEEDED	\$ 33.50	
WATER METER BOX & LID NON-TRAFFIC RATED RESIDENTIAL	AS NEEDED	\$ 30.00	
WATER METER BOX & LID TRAFFIC RATED RESIDENTIAL	AS NEEDED	\$ 70.00	
LARGE METER BOX & LID 17 X 30 PLASTIC JUMBO	AS NEEDED	\$ 300.00	
<b>ADDITIONAL FIELD LABOR ITEMS</b>			
WATER METER LID REPLACEMENT LABOR ONLY	AS NEEDED	\$ 4.00	
WATER METER BOX & LID REPLACEMENT LABOR ONLY	AS NEEDED	\$ 33.00	
LARGE METER BOX & LID REPLACEMENT LABOR ONLY	AS NEEDED	\$ 72.50	
NON-PERMIT CONFINED SPACE ENTRY LABOR ONLY	AS NEEDED	\$ 430.00	
ADJUST METER BOX LABOR ONLY	AS NEEDED	\$ 20.00	



RECONFIGURE CONNECTION 1-1/2" - 4" LABOR ONLY	AS NEEDED	\$ 790.00	
RECONFIGURE CONNECTION 6" - 12" LABOR ONLY	AS NEEDED	\$ 1,185.00	
OUT OF SCOPE LABOR (2 MEN) PER HOUR	AS NEEDED	\$ 150.00	\$ 25,000.00
<b>*ALL PRICING ABOVE DOES NOT INCLUDE SALES TAX. SALES TAX WILL BE APPLIED TO ALL LINE ITEMS ONCE ITEM/S HAVE BEEN SHIPPED AND/OR WORK PERFORMED</b>			

YEAR	ANNUAL SENSUS ANALYTICS ENHANCED	ANNUAL RNI SAAS	COLLECTOR ANNUAL FEE (COVERS 17)
YEAR 2	\$ 61,391.25	\$ 68,700.00	\$ 27,353.00
YEAR 3	\$ 63,289.95	\$ 70,824.74	\$ 28,198.97
YEAR 4	\$ 65,247.37	\$ 73,015.20	\$ 29,071.10
YEAR 5	\$ 67,265.33	\$ 75,273.40	\$ 29,970.21
<b>*SOFTWARE QUOTE FOR YEARS 1-5 IS TO ALLOW GROWTH UP TO 75,000 END USERS BEFORE ADJUSTMENT WOULD BE NECESSARY</b>			
<b>*ALL PRICING ABOVE DOES NOT INCLUDE SALES TAX. SALES TAX WILL BE APPLIED TO ALL LINE ITEMS ONCE ITEM/S HAVE BEEN SHIPPED AND/OR WORK PERFORMED</b>			

## Exhibit C: Manufacturer Warranty

# Sensus Limited Warranty

**1. General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below.

**2. SR II<sup>®</sup> and accuSTREAM<sup>™</sup> 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

**3. ally<sup>®</sup> Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

**4. iPERL<sup>®</sup> Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

**5. SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

**6. Sensus OMNI<sup>™</sup> Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

**7. Sensus accuMAG<sup>™</sup> and Hydroverse<sup>™</sup> Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

**8. Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

**9. Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

**10. Batteries, iPERL System Components, AMR and FlexNet<sup>®</sup> Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak <sup>®</sup> Remote Monitoring Instruments	1 year
Gas SmartPoint <sup>®</sup> Modules and Batteries	20 years <sup>1</sup>
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years <sup>2</sup>
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years <sup>3</sup>

<sup>1</sup> Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

<sup>2</sup> Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

Sensus <sup>®</sup> Electronic Register+ <sup>™</sup>	20 years <sup>4</sup>
Sensus <sup>®</sup> Smart Gateway Sensor Interface	1 year <sup>5</sup>
SmartPoint <sup>®</sup> 510M/520M/515M/512M Modules and Batteries	20 years <sup>3</sup>

**11. ally<sup>®</sup> Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years <sup>6</sup>
Sensors	5 years
Valve & Gear Motor	5 years <sup>7</sup>
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years <sup>6</sup>

<sup>3</sup> Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

<sup>4</sup> Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

<sup>5</sup> Sensus<sup>®</sup> Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

<sup>6</sup> If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

<sup>7</sup> Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

**12. iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

**13. Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

**14. Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

**15. Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepay the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepay the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**16. Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**17. Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

## Exhibit D : Spectrum Lease Agreement/AMI Agreement



Software as a Service Agreement

between  
Union County, NC  
("Customer")  
and  
Sensus USA Inc.  
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years from the date Sensus first makes the Software as a Service available for Customer's use, as set forth in Section 1(B) of Exhibit A to this Agreement ("Initial Term"). At the end of the Initial Term, the Customer shall have the option, at its sole discretion, to renew the Agreement for an additional term of 5 years ("Renewal Term"), by providing written notice to Sensus of its desire to renew the Agreement one hundred twenty (120) days before the end of the Initial Term. The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: Union County, NC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support
- Exhibit C Insurance Requirements
- Exhibit D Xylem Data Privacy Policy

## Agreement

1. General
  - A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.
2. Software.
  - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
  - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
  - C. **EasyLink Software.** Sensus shall: (1) cause Clevest Solutions, Inc. ("Clevest") to license the proprietary EasyLink software directly to Customer, and (2) cause Clevest to grant Customer continuing access to the Clevest SaaS offering, but only for so long as Customer is current in its undisputed payments for such services.
3. Spectrum
  - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 9/26/2019 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
4. Equipment.
  - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
  - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
5. Services.
  - A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
  - B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
  - C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
  - E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
6. General Terms and Conditions.
  - A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) business days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus or a Sensus authorized dealer hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
  - B. **Limitation of Liability.** To the extent permitted by law, Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus or its authorized distributor under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. FOR CLARITY AND AVOIDANCE OF DOUBT, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE CONSTRUED TO LIMIT ANY INSURANCE PROCEEDS AVAILABLE AS A RESULT OF THE COVERAGE REQUIRED IN EXHIBIT C, WHICH IS ATTACHED AND INCORPORATED HEREIN BY REFERENCE.
  - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
  - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
  - E. **Intellectual Property Rights.**
    - i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
    - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non- End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
    - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
    - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer with a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
  - F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement Xylem's data privacy policy is attached as Exhibit D. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
  - G. **Confidentiality.** Except as may be required under applicable law (including, without limitation, Chapter 132 of the North Carolina General Statutes), court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
  - H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
    - i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
    - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti- corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
  - I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
  - J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
  - K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
  - L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.
  - M. **Public Records.** Sensus acknowledges and agrees that Customer is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, including all attachments and exhibits thereto, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. However, if Customer receives a public records request concerning this Agreement Customer shall give written notice to Sensus of any such request for the disclosure of such records, together with a copy of the request. Customer's failure to provide written notice of such a request, or copy of such request, to Sensus shall not be considered a material breach of this Agreement.
  - N. **E-Verify.** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Sensus shall ensure that Sensus and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Sensus will be considered a breach of this Agreement, which entitles Customer to terminate this Agreement, without penalty, upon notice to Sensus
  - O. **Acknowledgement of Events.** The Parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus or Customer to meet its obligations under this Agreement. The parties agree that, if either party becomes unable, either wholly or in part, due directly to COVID-19, to fulfill its obligations under this Agreement, the obligations affected will be suspended during the continuance of that inability. The parties will exercise reasonable care and diligence to avoid the impact of COVID-19 on their performance under this Agreement, and if such performance is impacted, the party whose performance of its obligations is impacted by COVID-19 will take reasonable steps to mitigate the impact of COVID-19 on its performance.
  - P. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

- Q. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- R. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- S. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity. An Affiliate of Customer is also specifically defined to include the Union County Water and Sewer District.
- B. **"Confidential Information"** means, to the extent permitted by law, including, without limitation, Chapter 132 of the North Carolina General Statutes, any and all non-public information of either party, including, Customer's End Users' data, Customer Data, and all proprietary information or trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI



Exhibit A  
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application");

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement and failure to cure such breach; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease on the termination date. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - (a) Network addresses and virtual private networks (VPN)
  - (b) Standard time source (NTP or GPS)
  - (c) Security access points
  - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
  - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - (a) Implement the data retention plan and policy, and will provide the policy upon request.
  - (b) Monitor space and capacity requirements.
  - (c) Respond to database alarms and notifications.
  - (d) Install database software upgrades and patches.
  - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - (b) Respond to incidents and problems that may occur to the Application(s).
  - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
  - (d) Correlate incidents and problems where applicable.
  - (e) Sensus personnel will use the self-service portal to document and track incidents.
  - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:

  - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
  - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
  - (c) Conduct period penetration testing of the network and data center facilities.
  - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
  - (e) Perform anti-virus and Malware patch management on all systems.
  - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
  - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
  - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
  - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
  - (j) Provide secure web portal access (SSL) to the Application(s).
  - (k) If it becomes aware of a Data Breach (defined as any disclosure of Confidential Information or Customer Data which is not authorized by this Agreement, including any reasonable belief that any such disclosure of such Confidential Information or Customer Data which is not authorized by this Agreement has occurred), Sensus will do the following: (i) promptly take steps to minimize the Data Breach; (ii) take appropriate measures to secure the Confidential Information or Customer Data and endeavor to reasonably prevent a recurrence of a similar Data Breach, (iii) inform Customer of the Data Breach without delay and in no case later than forty-eight (48) hours from when Sensus becomes aware of the Data Breach, including providing reasonable information to Customer (including as may be reasonably requested by Customer) about its remediation efforts and make any applicable notifications to a regulator, (iv) to the extent available to Sensus, provide Customer with reasonable details of the Data Breach, including, description of the information subject to the Data Breach and the date and time of the Data Breach, and (v) take appropriate industry-standard steps to remediate the root cause(s) of the Data Breach and give Customer a summary of the results of the investigation and any remediation efforts taken by Sensus.
- ix. Backup and Disaster Recovery Management. Sensus will:
  - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
  - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - (i) The Application shall have a RTO of forty-eight (48) hours.
  - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.
- E. Customer Responsibilities:
  - i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
  - ii. Participate in all required configuration and change management procedures.
  - iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
  - iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
  - v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
  - vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
  - vii. Responsible for local area network configuration, management, and support.
  - viii. Identify and research problems with meter reads and meter read performance.
  - ix. Create and manage user accounts.

- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. **Further Agreements**

A. **System Uptime Rate.**

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per month (as defined below). For clarity and avoidance of doubt, each reference to month in this Agreement means a calendar month. The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

System Uptime Rate = 100 x 
$$\frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the month}}{\text{TMO}}$$

ii. **Calculations**

- a. *Targeted Minutes of Operation* or *TMO* means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the month.
- b. *Scheduled Downtime* means the number of minutes during the month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. *Non-Scheduled Downtime* means the number of minutes during the month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.
- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
- b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following

Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, so long as such modifications do not materially decrease the overall level of effectiveness of security arrangements set forth herein, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. **Responsibilities of Customer.**

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs that are due to Customer, Customer's employees, Customer's agents. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to reasonably rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day usage operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. **Software Solution Components.**

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
  - a. **Core Package**
    - (i) **Communication**
      1. Manages all inbound and outbound traffic to and from endpoints
      2. Outbound routing optimization
      3. Route analyzer
      4. AES256 bit encryption of radio messages
      5. Reports and metric details of network performance and troubleshooting aids
      6. Management of RF equipment (base stations and endpoint radios)
    - (ii) **Data Collection**
      1. Missing read management
      2. Management of duplicate reads
      3. 60 day temporary storage
    - (iii) **Application integration**
      1. To Sensus Analytics applications
      2. Enable 3<sup>rd</sup> party application integration

3. Batch CMEP file export
    4. Real-time access through MultiSpeak
  - (iv) Endpoint Management
    1. Gas, water, electric, lighting concurrent support
    2. Remote configuration
    3. Remote firmware updates
    4. Reports, metrics and Troubleshooting
  - (v) User Management
    1. Secure access
    2. Password management
    3. Definable user roles
    4. User permissions to manage access to capabilities
  - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
    - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
      1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
      2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
    - (ii) Customer Responsibilities:
      1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
      2. Establish the network and security required for the two systems to reasonably communicate.
      3. Verify integration to third party system functionality is working as intended.
    - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.
3. **Sensus Analytics**
- Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.
- A. Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
- i. Device Access
    - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
    - b. Allows a view of the meter interval or register reads.
    - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
    - d. Allows the current and historical data to be viewed.
    - e. Allows the current usage to be compared to historical distribution averages.
    - f. Allows the user to see the meter location on a map view.
    - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
    - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
  - ii. Meter Insight (provides the following)
    - a. # of active meters.
    - b. # of orphaned meters with drill down to the list of meters.
    - c. # of inactive meters with usage drill down to the list of meters.
    - d. # of stale meters with drill down to the list of meters.
    - e. # of almost stale meters with drill down to the list of meters.
    - f. # of meters where no read is available with drill down to the list of meters.
    - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
    - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
    - i. # of unknown radios with drill down to the list of meters.
  - iii. Report Access
    - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
    - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
    - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
    - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
    - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
    - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
    - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
    - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range
    - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
    - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
    - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
    - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
    - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
    - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
  - iv. Billing Access
    - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
    - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
    - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
    - d. Will store created billing files for a period of three years unless otherwise denoted.
    - e. The system will allow creation of test files before export to the billing system.
  - v. Billing Adaptor
    - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system
  - vi. Data Store
    - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
    - b. Stored data is available online for reports and analysis.
    - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Insight
    - a. Allows the user to summarize and filter alarms by a date range
    - b. Allows the user to review all alarm types on a single screen.
    - c. The user can filter out the alarms not wanted on the screen. d. Alarm totals can be visualized.
    - e. Adds a view of trending alarms over time.
    - f. Click to drill down on an alarm to gain more information on specific events.
    - g. Click to analyze a specific event on a particular device.
  - ii. Alert Manager
    - a. Allows creation of alert groups who will be notified when an alarm occurs.
    - b. Users can manage alert groups by adding and removing group members.
    - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
    - d. Allows creation of an alert from the available system events from smart points and assign to a group.
    - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- C. Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
  - ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
  - iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
  - iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
  - v. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.
  - vi. Data Import. The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable. vii. Customer Acknowledgements.
    - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
    - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service

Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.

- c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting.
- d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
- e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

Exhibit B  
Technical Support

1. Introduction

Technical SupportSensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After- hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus (in accordance with the severity descriptions below), the customer will be updated.
  - A. Severity Levels Description:
    - Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.  
Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.
    - Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.  
Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.
    - Sev3 The system is usable and the issue doesn't affect critical overall operation.  
Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.
- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

- A. Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"><li>• Satisfactory workaround is provided.</li><li>• Program patch is provided.</li><li>• Fix incorporated into future release.</li><li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li></ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"><li>• Satisfactory workaround is provided.</li><li>• Program patch is provided.</li><li>• Fix incorporated into future release.</li><li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li></ul>
3	1 Business Day	30 business days	<ul style="list-style-type: none"><li>• Answer to question is provided.</li><li>• Satisfactory workaround is provided.</li><li>• Fix or workaround incorporated into Salesforce Knowledge Base.</li><li>• Fix incorporated into future release.</li></ul>

6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
  - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
  - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
  - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair

Exhibit C  
Insurance Requirements

TYPE OF INSURANCE COVERAGE	COMMERCIAL GENERAL LIABILITY (CGL)	UMBRELLA	AUTO LIABILITY	WORKERS’S COMPENSATION	PROFESSIONAL LIABILITY (Errors and Omissions)
REQUIRED BY CONTRACT?	YES	YES	YES	YES	YES, For Professional Services
MINIMUM LIMITS OF COVERAGE	\$1,000,000 per occurrence of claim, \$2,000,000 aggregate (see comment 1 below)	\$5,000,000 per occurrence (see comment 1 below)	\$1,000,000 per occurrence (see comment 1 below)	Workers Compensation to Statutory Limits; \$1,000,000 Employers’ Liability limit	\$1,000,000 per occurrence or claim, \$2,000,000 aggregate with a reporting period of no less than 2 years (if applicable, see comment 2 below)
MINIMUM BEST’S GUIDE RATING/OTHER REQUIREMENTS	A /AVII	A /AVII	A /AVII		A /AVII
ADDITIONAL INSURED? Minimum language if required: “COL, LUB, its elected officials, directors, officers, agents, employees, and volunteers are additional insureds”	YES, (see comment 3 below)	YES, (see comment 3 below)	NO	NO	NO
WAIVER OF SUBROGATION?	NO	NO	NO	YES	NO

COMMENTS

- 1) Minimum Limits are subject to change based upon scope of project. Coverage must be primary and non-contributory.
- 2) Coverage only if required by contract. Reporting periods are subject to change based upon scope of project.
- 3) Certificate of insurance must be attached and specifically name Customer – Blanket endorsement OK as long as contract is in effect.





## Xylem Privacy Statement

Thank you for visiting the Xylem website. Xylem and its operating divisions and subsidiaries (collectively "Xylem", "We", "Us", or "The Company") maintain and operate this and other websites (collectively, the "Xylem Sites" or "Sites") and are committed to safeguarding your privacy.

This Privacy Statement is meant to help you understand what data we collect, how we use it, and what safeguards are in place to protect your data on the Sites. This Privacy Statement also applies to information collected offline through trade shows, seminars, conferences, or through other activities.

### SUMMARY OF KEY POINTS

#### WHAT INFORMATION DOES XYLEM COLLECT?

Xylem collects the following types of information about you when you visit our Sites (collectively, "Personal Data") or through the offline means described above:

- If you visit our sites, we automatically collect your domain name and/or IP address;
- If you communicate with us by email, we collect your email address;
- If you seek employment with us and provide us with information through offline means, we collect information in connection with employment opportunities, through our online recruiting tool.
- Otherwise, Personal Data is only collected on Xylem Sites or via offline means if you voluntarily choose to provide it. Such Personal Data includes your name and/or that of your employer, title, address, telephone number and email address as well as account or transaction information collected as part of our business relationship with you.

#### HOW THE COMPANY USES YOUR PERSONAL DATA

We collect your Personal Data in order to:

- Conduct our business, including providing you the products or services you requested
- Send you marketing communications about new or updates to our existing products and services
- Comply with our legal obligations
- Maintain and improve our Sites and tailor the user experience
- Protect the security of you and the Sites
- Provide customer service and otherwise administer our business relationship with you

As required by applicable law, we rely on several different legal bases to collect, use, and share your Personal Data:

- **Necessity to Perform Contract with You** - we need to process your Personal Data to provide our products and services, ensure products and services are working as they should, answer questions and requests from you, manage our business relationship with you and provide customer support;
- **Compliance with Legal Obligations** - we need to process your Personal Data to comply with relevant laws, regulatory requirements and to respond to lawful requests, court orders, and legal process;
- **Consent for Direct Marketing Communications** - we rely on your consent to send you direct marketing, which you can unsubscribe from at any time by clicking the unsubscribe link in the relevant communications or contact us as detailed below; and
- **Based on Legitimate Interests** - we process your Personal Data to protect your security and the security of the Sites; to detect and prevent fraud; to protect and defend the rights or property of others, or our own rights and interests; and to maintain and improve the user experience.



We do not use automated decision-making, or perform data profiling, that is, in a way that produces legal effects concerning you or significantly affects you.

You are not required to provide all Personal Data identified in this Privacy Statement to use our Sites or to interact with us offline, but certain functionality will not be available if you do not provide certain Personal Data. If you do not provide certain Personal Data, we may not be able to respond to your requests, perform a transaction with you, or provide you with marketing that we believe you would find valuable.

## ARE COOKIES USED ON XYLEM SITES?

In addition to a domain name and/or IP address, Xylem collects information about you automatically when you visit our Sites. The information that is automatically collected does not include your name, address, telephone number, or email address. This information tells us such things as how many users visited our site and the pages they have accessed. By collecting this information, we learn how to best tailor our Sites for our current and future visitors. To collect this information, we use a number of different analytics, media optimization tools, analytics tags and pixel tracking activity through 'cookie' technology or with 'web beacons,' as explained below:

- **Cookies**

A cookie is a small text file that is placed on your computer's hard drive by your web browser when you first visit the Site. Xylem uses cookies to both ensure functioning of the site as well as record user-specific information on what pages you visited as well as record past activities on our site in order to provide better service when visitors return to our site. There are two kinds of cookies that Xylem uses:

**Session Cookies** - also called a transient cookie, a session cookie stores information about a user on its temporary memory so that it can remember something about you when you are visiting that site. Session cookies do not collect information from your computer and are erased when you close your Web browser.

**Persistent Cookies** - Also called a permanent cookie, or a stored cookie, a persistent cookie collects identifying information about the user including web-surfing behavior and user preferences for a specific website. Persistent cookies are set with an expiration date and stored on your hard drive until it expires or until you delete from your computer.

In some instances, cookies may enhance your online experience by saving your preferences while you are visiting a particular site. Most Internet browsers accept cookies automatically, but usually you can change the settings of your browser to erase cookies or prevent automatic acceptance altogether if you prefer. Please be advised that if you choose to not allow browser cookies, you may not be able to take full advantage of all the website features offered by Xylem.

- **Web Beacons**

Certain pages on our website(s) contain 'web beacons' also known as internet tags, pixel tags and clear GIFs. A web beacon is a small graphic image placed on the web page designed to allow Xylem to monitor incoming traffic and obtain information such as the IP address of the computer that downloaded the page on which the beacon appears as well as the URL of the page, the time the page was viewed, the type of browser used to view the page, and the information in cookies set by the third party. We also use web beacons to recognize a unique cookie on your web browser, which enables us to learn which advertisements brought you to our website(s).

In order to help gather more information about site usage, all Xylem Sites use advertising, analytics, media cookies and tags powered by tools such as Yahoo, Google, Adobe, Omniture, Rubicon and others. Additionally, the Sites also use Google Analytics, a web analytics service provided by Google, Inc. ("Google"), which also uses cookies. The information generated by the cookie about your use of the website





(including your IP address) is transmitted to and stored by Google on servers in the United States. Google uses this information for the purpose of evaluation activity, compiling website reports and providing other services relating to website activity usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf.

The information collected by all cookies and web beacons includes general information about your computer settings, your connection to the Internet, the operating system and platform, IP address, your browsing patterns and timings of browsing on the site and geographical location. It does not contain your name, address, telephone number, or email address.

In order to help gather more information about site usage, xyleminc.com and its affiliated sites use advertising, analytics, media cookies and tags, including:

Collection of data through Internet Service provider (ip address, time, location, browser, etc)
Cookies
contact form
transfer of personal data
Google Analytics
Facebook
Twitter
Google +1
LinkedIn
Xing
YouTube
Google Adsense
Google Analytics Remarketing
Comments in a blog
Google AdWords and conversion tracking
BrightEdge
Lead Forensics



LinkedIn Insights
Marketo Tracking
Mouseflow

To learn more about certain cookies used for interest based advertising by third parties, including through cross-device tracking, and to exercise certain choices regarding such cookies, please visit the [Digital Advertising Alliance](#), [Network Advertising Initiative](#), [Digital Advertising Alliance-Canada](#), [European Interactive Digital Advertising Alliance](#) or your device settings for if you have the DAA or other mobile app.

**Do-Not Track:** At this time, our Site is not configured to honor browsers' "Do Not Track" signals.

**HOW THE COMPANY SHARES YOUR PERSONAL DATA WITH THIRD PARTIES**

- If we are requested to disclose Personal Data by law, court of law, or as requested by a **governmental or law enforcement authority**, we may do so.
- We may pass your Personal Data or details of your use of the web site to **other companies within the Xylem group of companies**.
- We may share information as necessary to **prevent fraud or other illegal activities**, such as willful attacks on Xylem's information technology systems, and **as necessary to establish or preserve a legal claim or defense**.
- Xylem **does not** sell to third parties any Personal Data derived from a visitor's visit to or use of a Xylem Site except as part of the **sale of a subsidiary or of all or substantially all of the assets of an operating division**, which subsidiary or division collected or uses such information in the ordinary course of business.
- Xylem takes appropriate steps to keep Personal Data confidential and only discloses this information to personnel in a Xylem firm or a third party that needs to have access to the information for **legitimate business purposes**. We may make your information available to our distributors, sales representatives or other business affiliates so that they may respond to a visitor's inquiry or provide information about our own or related goods or services that we believe support your business needs.

**LINKS TO THIRD-PARTY WEBSITES**

Occasionally, Xylem Sites may provide links to the web sites of our distributors, sales representatives or other business affiliates. In these situations, we are not responsible for the content or privacy practices they employ and encourage you to read their own privacy disclosures.

**HOW THE COMPANY STORES, TRANSFERS, OR PROCESSES YOUR PERSONAL DATA ACROSS BORDER**

As permitted by applicable law, Xylem may transmit the Personal Data we collect on Xylem Sites to representatives, global affiliates, and service providers in the United States or other countries where we do business that are outside your home country, and have different standards of data protection than your home country. We provide appropriate protections for cross-border transfers as required by law, including information transferred to third parties. With respect to such transfers from the European Economic Area ("EEA") to the United States and other non-EEA jurisdictions, we may rely on European Union ("EU") Model Clauses and Binding Corporate Rules and/or the need to process your information in order to provide the requested services (e.g., performance of a contract) to transfer your Personal Data. As permitted by applicable law, you may request details about the suitable safeguards we have in place by contacting us as described below.

**YOUR RIGHTS**



As permitted by applicable law, you may have the right to obtain confirmation of the existence of certain Personal Data relating to you, to verify its content, origin, and accuracy, as well as the right to access, review, port, delete, or to block or withdraw consent to the processing of certain Personal Data (without affecting the lawfulness of processing based on consent before its withdrawal), by contacting us at [datasubject.requests@xyleminc.com](mailto:datasubject.requests@xyleminc.com). Please note that we may need to retain certain Personal Data as required or permitted by applicable law.

## YOUR CHOICES

You have the following choices regarding our use and disclosure of your Personal Data:

- **Marketing Communications.** If you no longer wish to receive any marketing communications, remain on a mailing list to which you previously subscribed or receive any other communication from Xylem, please follow the unsubscribe link in the relevant communications or contact us using the link below.
- **Cookies and Similar Technologies.** Please review your browser or computer settings for certain cookies and see above to exercise certain choices regarding cookies.

## HOW THE COMPANY RETAINS YOUR PERSONAL DATA

- Xylem only retains your Personal Data for the minimum amount of time necessary to accomplish the purpose for which it was collected.

## HOW THE COMPANY PROTECTS THE SECURITY OF YOUR INFORMATION

Xylem uses industry-standard encryption technologies when transferring and receiving data exchanged with our site. We have appropriate security measures in place in our physical facilities to protect against loss, misuse or alteration of information that we have collected from you at our site. We also employ reasonable technologies to keep the Personal Data you provide on Xylem Sites secure.

Xylem maintains a Data Security Incident Response Plan that would provide notification as required by applicable law in the event of an unlawful or unauthorized disclosure of personal data.

## CHANGES TO OUR PRIVACY STATEMENT

Xylem may update this Privacy Statement from time to time as our business (e.g. merger/acquisition) and services change, or as required by law. The effective date of our Privacy Statement is posted above, and we encourage you to visit our Sites periodically to stay informed about Xylem's privacy practices. We will post the updated version of the Privacy Statement on our Site, and ask for your consent to the changes if legally required to do so.

## HOW YOU CAN CONTACT US

- If you have any questions regarding this Privacy Statement or our privacy practices in general, please contact our Director of Global Trade and Data Privacy Compliance with any concerns or inquiries via phone at +1-914-323-5700 or via email at [data.privacy@xyleminc.com](mailto:data.privacy@xyleminc.com)
- You may also have a right to lodge a complaint with a supervisory authority.

Rev 1 January 2, 2020

## Exhibit E: Additional Terms of Agreement

## **Exhibit E**

### **Additional Terms of Agreement**

1. Public Records. Contractor acknowledges and agrees that Owner is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, including all attachments and exhibits thereto, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.
2. E-Verify. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Owner to terminate this Agreement, without penalty, upon notice to Contractor.

## Exhibit F: Route Acceptance Form

# ROUTE ACCEPTANCE DOCUMENT

## SYSTEM READ PERFORMANCE TEST

Customer Name \_\_\_\_\_

Route Number/Name \_\_\_\_\_

This test is designed to prove that the system performance has reached a level of 98.5% or better successful reads during the defined acceptance period. In order to accomplish phased acceptance, system read percentage testing should be calculated on an individual route basis.

The system read percentage is determined by dividing the number of installed meters in the route being tested by those that have successfully provided a reading during a three 3-5 day reading window.

The 98.5% read percentage parameters will be confirmed as a result of the propagation study prepared for the customer. Completed propagation studies that identify areas of non-coverage that would reduce the percentages below 98.5% will be communicated to the customer and new read percentages will be mutually agreed upon or additional infrastructure will be identified to achieve these numbers.

**Note:** This is intended to be a phased acceptance test and routes previously tested with a successful result will not be tested again.

Comments:

Routes below has currently heard and passing current reads for a billing window of 3 days and has meet our acceptance standards at Ferguson.

**Route Read Percentage Above** \_\_\_\_\_

**Utility Representative Signature** \_\_\_\_\_

**Ferguson Signature** \_\_\_\_\_

## Exhibit G: Use Case and Future System Architecture



## Exhibit G: Use Case and Future Architecture

Ferguson acknowledges receipt of Exhibit G: Use Case and Future Architecture, but the parties understand that nothing in this Exhibit related to future architecture shall be construed to be included in Ferguson's scope of work under this Agreement, as any such work related to future architecture will be subject to a separate agreement.



Union County Public Works

# AMI Use Cases and System Architecture

(Jan 2021)

**Prepared by Dewberry**

**Ver 1.0.011521**

Dewberry Engineers Inc.  
9300 Harris Corners Parkway, Suite 220  
Charlotte, NC 28269-3797

Brian LaFranchi, PE [blafranchi@dewberry.com](mailto:blafranchi@dewberry.com)  
Rishi Immanni, PE, GISP [rimmanni@dewberry.com](mailto:rimmanni@dewberry.com)  
Ken Logsdon, Jr., PMP, GISP, ENV SP [klogsdon@dewberry.com](mailto:klogsdon@dewberry.com)

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## Introduction

Dewberry conducted a high-level requirements workshops to understand the use cases and review existing system architecture. This work effort included detailed workshops with key stakeholders from the following divisions. Meter Services and Fiscal; Customer Service; Water Wastewater Maintenance; Engineering and Planning and Resource Management. The purpose of these workshops is to identify the data sources (Systems of Record), Data flow across divisions, business process analysis to identify potential redundancies/gaps, establish uniform data schema, and potentially identify key fields to link the current Asset data with future AMI to harness necessary business intelligence from the legacy data to meet UCPW business requirements and support continuous and sustainable data driven decision making for the UCPW stakeholders.

This document provides three (3) exhibits that summarize the workshop discussions that took place during the AMI Workshops in December, 2020. The exhibits will demonstrate the following:

- 1) the priorities of the AMI system/software functions and benefit within each key group at UCPW
- 2) use cases that details the high-level scenarios for how UCPW will use/benefit from AMI within each key group and
- 3) how key information needs to flow between groups and how the systems need to be architected to meet these needs via mapping.

These exhibits can be used to help Planning & Resource Management prioritize AMI system components to include in their upcoming purchase contract with their AMI vendor. In addition, the exhibits can be used to help map out future IT architecture needs.

## AMI System Modules

The following table summarizes the key Sensus components and each key group's ranking of the components. The qualitative ranking scores are based on a scale of N/A 0 'blank', Low 1 ■, 2 ■, High 3 ■.

Component	Description	Billing Team	Customer Service Team	Meter Services	Maintenance	Wastewater	Water Distribution
<b>Regional Network Interface (RNI) - Core Package</b>							
<b>Communication</b>	Manages traffic from endpoints; routing optimization; route analyzer; encryption; network performance reports and troubleshooting aids; management of RF equipment	2 <span style="color: orange;">■</span>	1 <span style="color: red;">■</span>	3 <span style="color: green;">■</span>	1 <span style="color: red;">■</span>	1 <span style="color: red;">■</span>	1 <span style="color: red;">■</span>
<b>Data Collection</b>	Missing read and duplicate reads management; 60-day temp. storage	2 <span style="color: orange;">■</span>	2 <span style="color: orange;">■</span>	3 <span style="color: green;">■</span>	1 <span style="color: red;">■</span>	1 <span style="color: red;">■</span>	1 <span style="color: red;">■</span>
<b>Application Integration</b>	To Sensus Analytics applications; enables 3 <sup>rd</sup> party application integration; batch CMEP file export; real-time access through MultiSpeak	2 <span style="color: orange;">■</span>	1 <span style="color: red;">■</span>	3 <span style="color: green;">■</span>	1 <span style="color: red;">■</span>	1 <span style="color: red;">■</span>	1 <span style="color: red;">■</span>






Component	Description	Billing Team	Customer Service Team	Meter Services	Maintenance	Wastewater	Water Distribution
Endpoint Management	Utility concurrent support; remote configuration; remote firmware updates; reports, metrics and troubleshooting	2	1	3	1	1	1
<b>Sensus Analytics (SA) - Essential Package</b>							
Device Access	Overall	3	3	3	1	1	1
Device Access	Search meters details by using data imported from the billing system	3	3	3	1	1	1
Device Access	View meter interval or register reads	3	3	3	1	1	1
Device Access	Save data to CSV, PDF and Spreadsheet	3	3	3	1	1	1
Device Access	View current and historical data	3	3	3	1	1	1
Device Access	Compare current usage to historical distribution averages	3	3	3	1	1	1
Device Access	See meter locations on a map view	1	2	3	2	3	3
Device Access	Event notifications forwarded to a Customer employee	3	3	3	2	2	2
Device Access	View details about a meter (dependent on the data integrated from other systems)	3	3	3	1	1	2
Meter Insight	Overall	2	2	3	1	1	1
Meter Insight	# of active meters			3			
Meter Insight	# of orphaned meters			3			
Meter Insight	# of inactive meters	3	3	3			
Meter Insight	# of stale meters			3			
Meter Insight	# of no read meters			3			
Meter Insight	# of max. threshold exception meters			3			
Meter Insight	# of min threshold exception meters			3			
Meter Insight	# of unknown radios			3			
Report Access	Overall	3	2	3	1	1	1
Report Access	Master Route Register Reads	3					
Report Access	Meter Route Intervals Reads	3					
Report Access	Master Route No Readings	3					
Report Access	Consumption Report	3					
Report Access	Zero Consumption for Period	3					
Report Access	Negative Consumption	3					
Report Access	High Low Exception Report	3					
Report Access	Consumption vs Previous Reported Read	3					
Report Access	Consumption Exception 24-hour Report	3					
Report Access	Endpoint Details	3					
Report Access	Orphaned Meters	3					
Report Access	Billing Request Mismatch	3					
Report Access	All Alarms Report	3					
Billing Access	Overall	3	1		1	1	1
Billing Access	Create billing export files formatted to work with billing system	3					
Billing Access	Receive billing request files from billing system	3					

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Component	Description	Billing Team	Customer Service Team	Meter Services	Maintenance	Wastewater	Water Distribution
Billing Access	Provide repository of past billing files	3					
Billing Access	Store billing files for a period of 3 years	3					
Billing Access	Create test files before export	3					
Billing Adaptor	Maps the extraction of billing data to enable integration with billing system	3					
Data Store	Overall	3	1		1	1	1
Data Store	Store Intervals, Registers, and Alarms						
Data Store	Data available online for reports and analysis						
Data Store	Data retained for 3 years						
SA - Enhanced Package							
Alarm Insight	Overall	1	3	3	1	1	1
Alarm Insight	Summarize and filter alarms by a date range		3	3			
Alarm Insight	Review all alarm types on a single screen		3	3			
Alarm Insight	Filter out the alarms not wanted on the screen		3	3			
Alarm Insight	Visualize alarm totals		3	3			
Alarm Insight	View trending alarms over time		3	3			
Alarm Insight	Click to drill down alarm		3	3			
Alarm Insight	Click to analyze a specific event on a particular device		3	3			
Alert Manager	Overall	1	3	3	1	1	1
Alert Manager	Create alarm groups with notifications		3				
Alert Manager	Manage alarm groups		3				
Alert Manager	Select notification method		3				
Alert Manager	Create an alert from the available system events from smart points and assign to a group		3				
Alert Manager	Monitors the system's meters for events and notifies group		3				
Customer Portal (CP)							
Standard Features	Overall		3	3			
Standard Features	Self-serve sign-up						
Standard Features	Dynamic browser sizing						
Standard Features	Access to your bill and water usage		3				
Standard Features	Customizable logo and background images						
Standard Features	Capable of supporting multiple languages						
Standard Features	Provides links to bill payment and support web locations						
Standard Features	Supports multiple accounts and multiple meters						
Standard Features	Supports multiple Units of Measure						
Standard Features	Exportable data						
Standard Features	Alerts and Notifications		3				
Standard Features	Multiple alert recipient support						
Standard Features	Admin Management of Widgets Displayed						

Component	Description	Billing Team	Customer Service Team	Meter Services	Maintenance	Wastewater	Water Distribution
<b>Additional Features</b>	<b>Overall</b>		3 	1 			
<b>Additional Features</b>	Single Sign-on						
<b>Additional Features</b>	Water usage down to 15-minute intervals						
<b>Additional Features</b>	Presentation of Tier Limits and Tier Alerts						
<b>Dashboard Page Widgets</b>	<b>Overall</b>		3 				
<b>Dashboard Page Widgets</b>	Current Billing Cycle View Widget						
<b>Dashboard Page Widgets</b>	Alerts						
<b>Dashboard Page Widgets</b>	Notifications						
<b>Dashboard Page Widgets</b>	Billing Cycle Threshold						
<b>Add-on Dashboard Page Widgets</b>	<b>Overall</b>		3 				
<b>Add-on Dashboard Page Widgets</b>	Watering Schedule						
<b>Add-on Dashboard Page Widgets</b>	Bill Estimate						
<b>Add-on Dashboard Page Widgets</b>	Sandbox						
<b>Usage Details Features</b>	<b>Overall</b>		3 	3 			
<b>Usage Details Features</b>	Consumption in various time periods						
<b>Usage Details Features</b>	Exportable to other file formats						
<b>Usage Details Features</b>	Temperature and rainfall data						
<b>Meters Features</b>	<b>Overall</b>		3 	3 			
<b>Meters Features</b>	Meter information including meter #, address and current reading						
<b>Meters Features</b>	Meter nicknames						
<b>Meter Tab Additional Features</b>	Google Maps view of meter location		3 	3 			
<b>Settings – Usage Alerts</b>	<b>Overall</b>		3 	3 			

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Component	Description	Billing Team	Customer Service Team	Meter Services	Maintenance	Wastewater	Water Distribution
Settings – Usage Alerts	Billing Cycle Usage Alert						
Settings – Usage Alerts	Daily Usage Alert						
Settings – Usage Alerts	Vacation Alerts						
Settings – Usage Alerts Additional Features	Tier Alerts		3 				
Alert Recipients Features	Overall		3 	3 			
Alert Recipients Features	Editable selection of alerts to receive						
Alert Recipients Features	Additional Recipient management						
User Settings Features	Overall		3 	3 			
User Settings Features	Email address						
User Settings Features	Points of contacts						
User Settings Features	Additional accounts						
User Settings Features	Password management						



## AMI Use Cases

Each key group also identified how each AMI feature can add value to their work functions and developed several use cases on how AMI can improve their job functions, which are outlined in the table below.

AMI Feature	Key Group	Value UCPW is looking for	Use Case
<b>RNI - Communication</b>	Meter Services	More proactive approach to managing radios and hardware	Early notification of meter communication issues
<b>RNI – Data Collection</b>	Meter Services	Can quickly correct misreads	<ul style="list-style-type: none"> <li>▪ Check misreads report to identify misreads</li> <li>▪ Check long-term misreads report to identify systemic meter/radio problems</li> </ul>
<b>RNI – Endpoint Management</b>	Meter Services	Communication done remotely; no need for rolling trucks	Can troubleshoot from a distance
<b>SA – Essential Package – Device Access</b>	Meter Services	Increased coordination with customer service by utilizing same good data	Coordinating issues with customer service and/or billing
<b>SA – Essential Package – Device Access</b>	Billing Team	Proactive communication around water usage	Working with customers on water usage
<b>SA – Essential Package – Device Access</b>	Customer Service	Proactive communication when water usage is above historical	Discussing abnormal water usage with customer
<b>SA – Essential Package – Report Access</b>	Meter Services	Early look at data and reads makes customer interaction easier; reduce escalation (burden of proof is shifted to customer)	Can track customer interaction versus water usage
<b>SA – Essential Package – Report Access</b>	Billing Team	Makes for more accurate and timely billing, effective working unit, conflict resolution with customer	<ul style="list-style-type: none"> <li>▪ Zero consumption - check within the same month as they come in vs all at one time, billing mismatch will indicate where config/setup is incorrect</li> <li>▪ Compare last month</li> </ul>

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AMI Feature	Key Group	Value UCPW is looking for	Use Case
			daily usage to previous year on the bill
<b>SA – Enhanced Package – Alarm Insight</b>	Meter Services	Proactive customer interaction	Leak detection and can contact customer
<b>SA – Enhanced Package – Alarm Insight</b>	Customer Service/ Billing Team	Move organization from reactive to proactive customer relations	Enhanced workflow; working with customers on usage and how to set alerts/alarms; seeing issues when they happen; promoting customer use of portal
<b>SA – Enhanced Package – Alert Manager</b>	Customer Service	Targeting specific customers with alert unique to their location (targeted messaging)	High priority customers, notify about water outages, boil notices, planned outages
<b>Customer Portal – Standard Features</b>	Customer Service	Move into different level of utility, improves accessibility and reaction time, educate customers, tools and data present, reduce customer conflict, if customers have access to their info it should mean less questions and interaction	Compare customer calls to portal usage

## Data Architecture

The following graphics depict how various systems will be used when implementing Sensus AMI and the critical information that is needed from across the systems. This information begins to define what data should flow into a UC master data management hub – termed “the Hub”. The fields likely to be used as unique linkages between systems are highlighted.

### Northstar (CIS)

#### System of record Information

Address, Account number, Northstar Service Orders, Phone and contact information, Meter ID, Meter specific information, Account information

#### Key fields

**meterID**, AcctNo, CustNo, Name, Address, Service Orders



## Lucy (CMMS)

### System of record Information

Work Order information, Inspections information

### Key fields

Meterset – AssetID, XY coordinates, MetersetID, MeterID, AMRID

Meter device – MeterID, MetersetID

- Problem, task, Type components (for Business Intelligence and status)
- Labor Hours (planning and budget)
- Aging (workload planning)

GIS key fields – AssetID (meter box/vault), XY, AcctNo



## AMI (Sensus Analytics)

### System of record Information

Meter read information, Meter status, sensor information

### Key fields

MeterID, ERT, Status, Read, Read History, XY

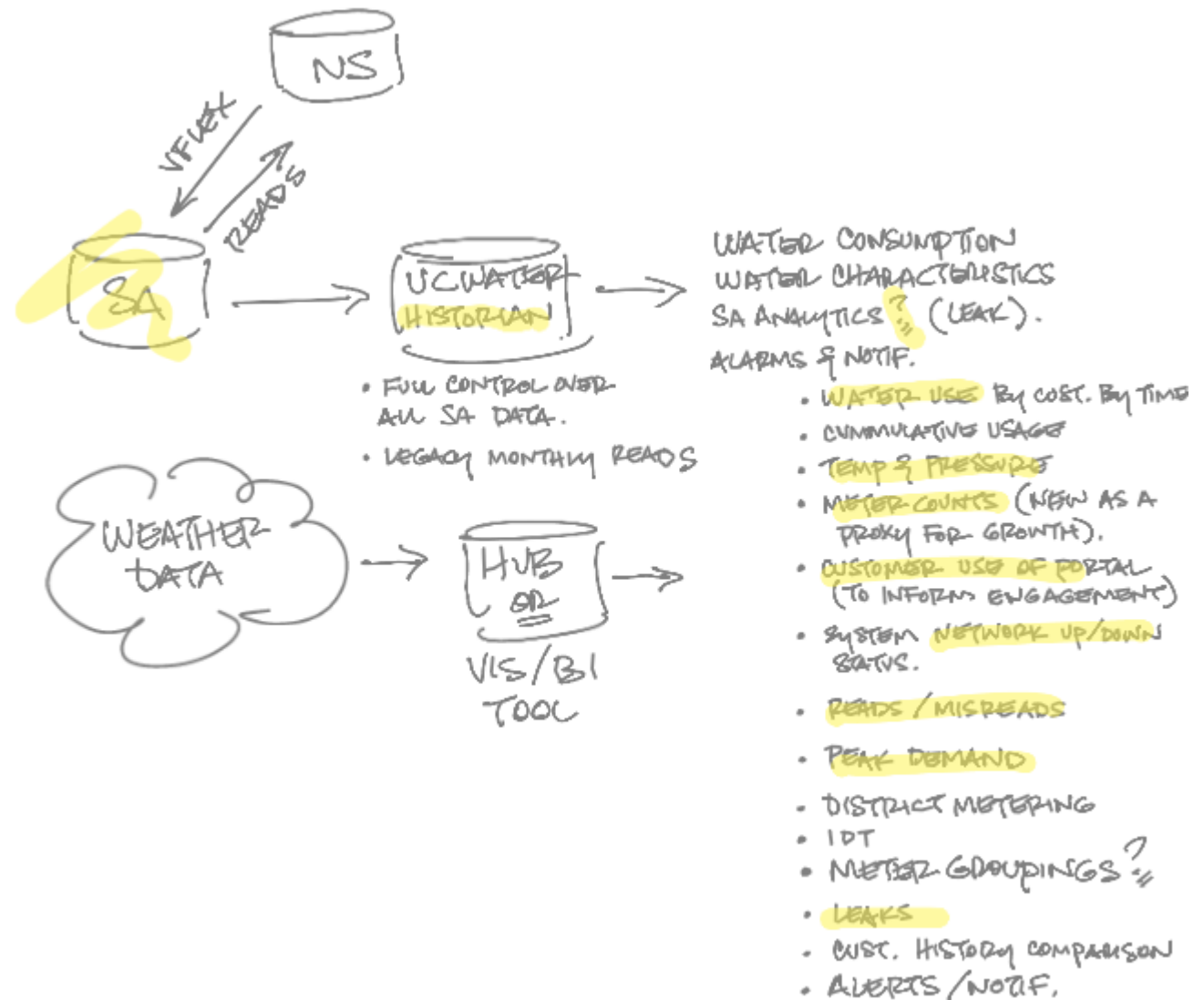
### Tracking Potential

- Water meter reads
- Pressure
- Flow meters (types)
- Temperature
- Vehicles
- Field staff location
- Outage information
- SSO's
- Stream/rain gage
- Planned outages
- Work Order activity (status/type)
- Road closures
- Valve shutoffs/state
- SCADA status/alarms

### Future Opportunities

- Operational status
- Activities
- Outage information (time, affected, issue)
- Operational dashboard (regulatory, management, operations)

\*\*\*Outside SA



## The Hub (master data backend)

### Trusted Source for business data

Business data needed across the organization flows from systems of record into the Hub

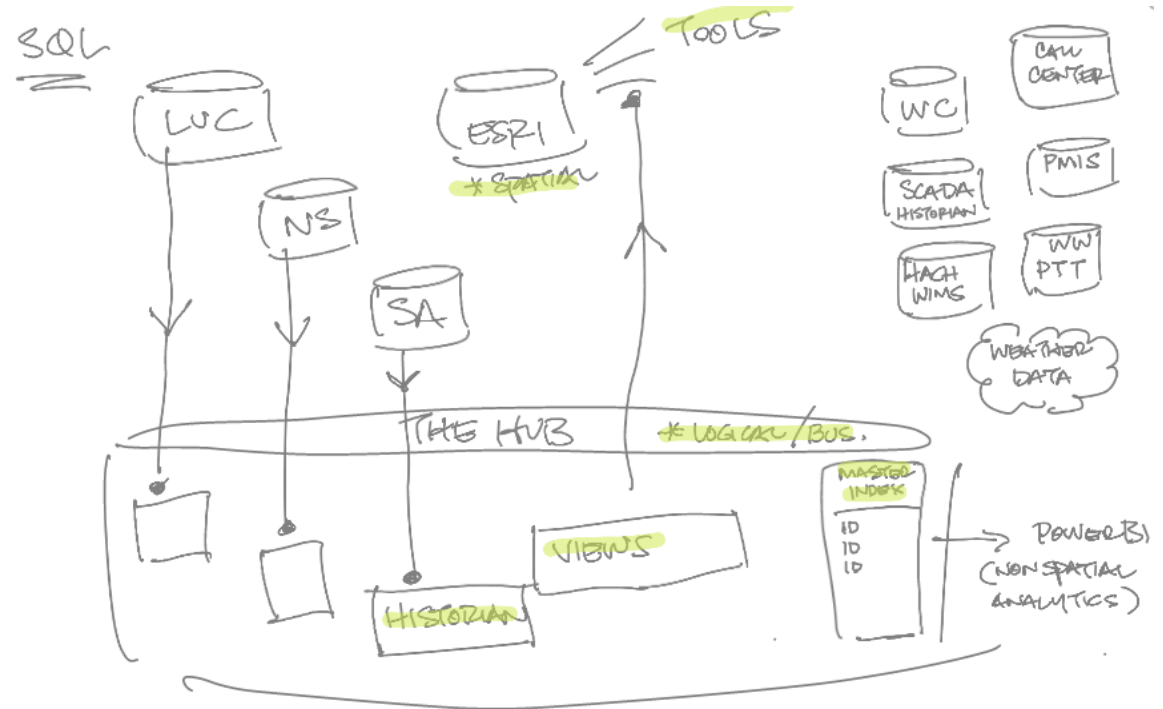
Synchronization/publication/subscription strategy ensures information reflects current operations

Logical and business layers separated for data and tools

Database best practices used to index, view, and bin data to optimize performance and never hit operations systems for business analytics needs

GIS and BI tools access data to visualize/analyze for planning, insights, and decisions

Additional systems to incorporate into the Hub shown at the right



June, 2021

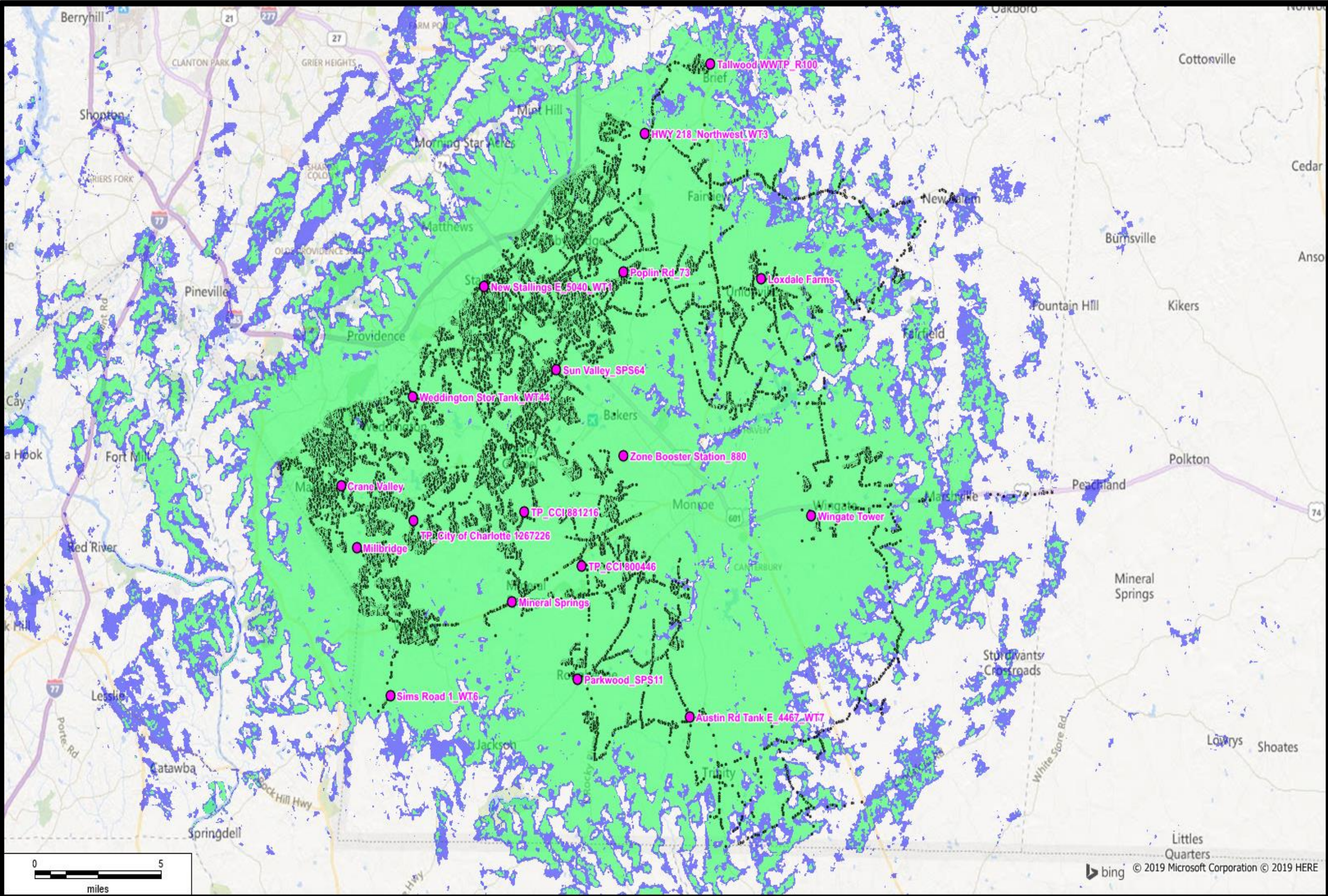
Title	Start date	Due date ↑	Predecessors
▼ Implementation	08/01/2021	08/01/2023	
> Customer Portal		06/01/2021	
> Base Station Network		12/31/2021	
> SaaS Implementation and Integ...		12/31/2021	
AMI Data Management (Data ...	08/16/2021	07/14/2022	13FS
> Meter Infrastructure		12/30/2022	

The Gantt chart visualizes the project schedule from Q2 2021 to Q3 2023. The tasks and their durations are as follows:

- Implementation**: Starts on 08/01/2021 and ends on 08/01/2023.
- Customer Portal**: Starts on 06/01/2021 and ends on 06/01/2021.
- Base Station Network**: Starts on 12/31/2021 and ends on 12/31/2021.
- SaaS Implementation and Integrations**: Starts on 12/31/2021 and ends on 12/31/2021.
- AMI Data Management (Data Hub)**: Starts on 08/16/2021 and ends on 07/14/2022.
- Meter Infrastructure**: Starts on 12/30/2022 and ends on 12/30/2022.

## Exhibit H: Propagation Study and Territory





**FlexNet Design**  
Propagation Analysis

**8289 - Union County, NC**  
**Monroe, NC**

**RF Engineer:** Joel Sedeski  
**Date:** 10/24/2019

**Proposed Site Details**

**Total Site Locations:** 18  
**Total Base Station Counts:** 19  
M400B2 = 18  
R100 Collector = 1

**Design Factors**

**Flex Net Version:** V1  
**Endpoint Type:** Water  
**Smart point Location:** Pitset AL  
**Attenuation:** 10dB

	Count	%
Total Endpoints Covered	48,725	99.60%
2 Way Coverage	47,992	98.10%
1 Way Coverage	733	1.50%
Total Endpoints Analyzed	48,921	

**LEGEND**

- 2 Way Coverage
- 1 Way Coverage
- Site Location
- Endpoint Location



This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

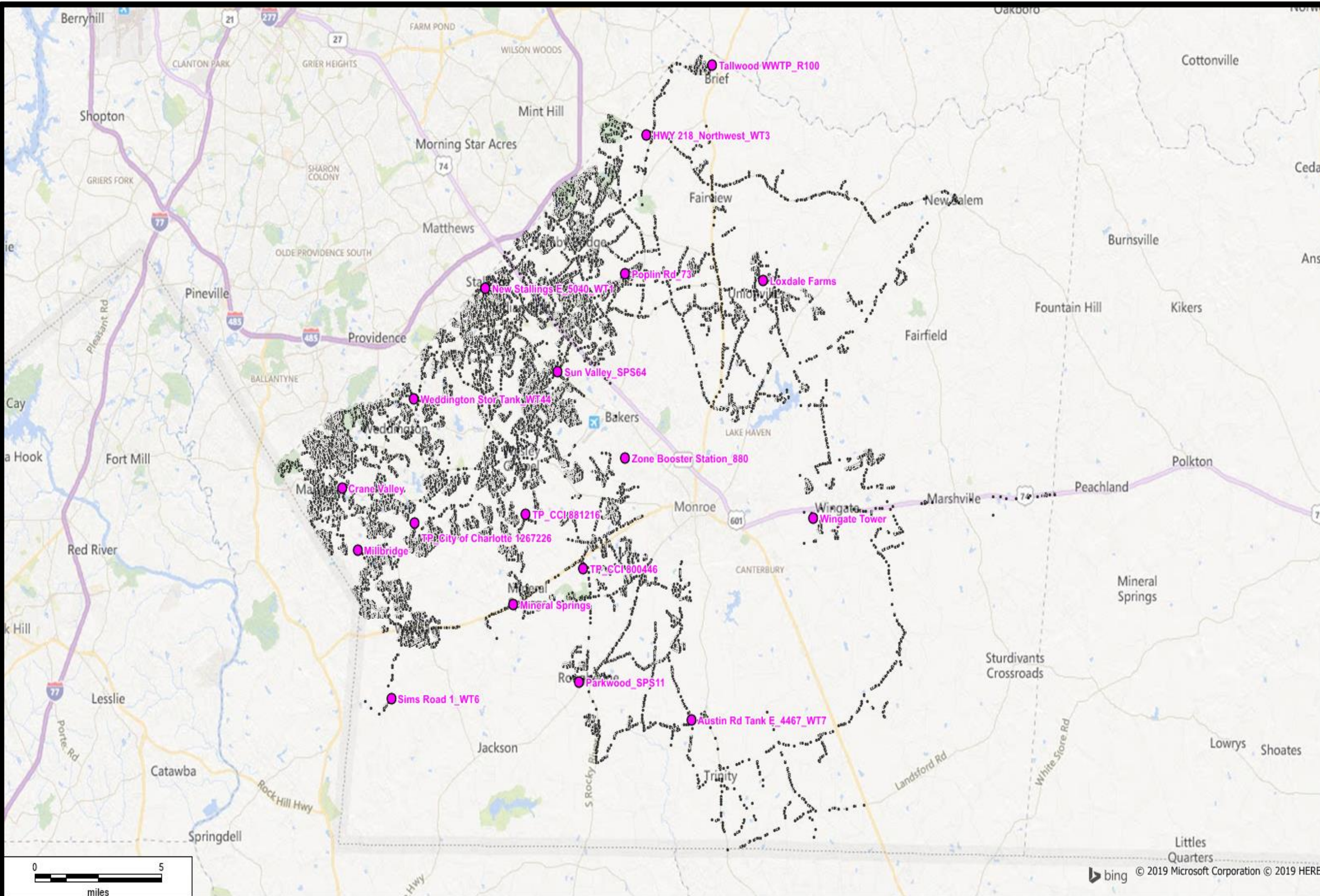


# FlexNet Design

Base station and Meter Locations

8289 - Union County, NC  
Monroe, NC

RF Engineer: Joel Sedeski  
Date: 10/24/2019



This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.



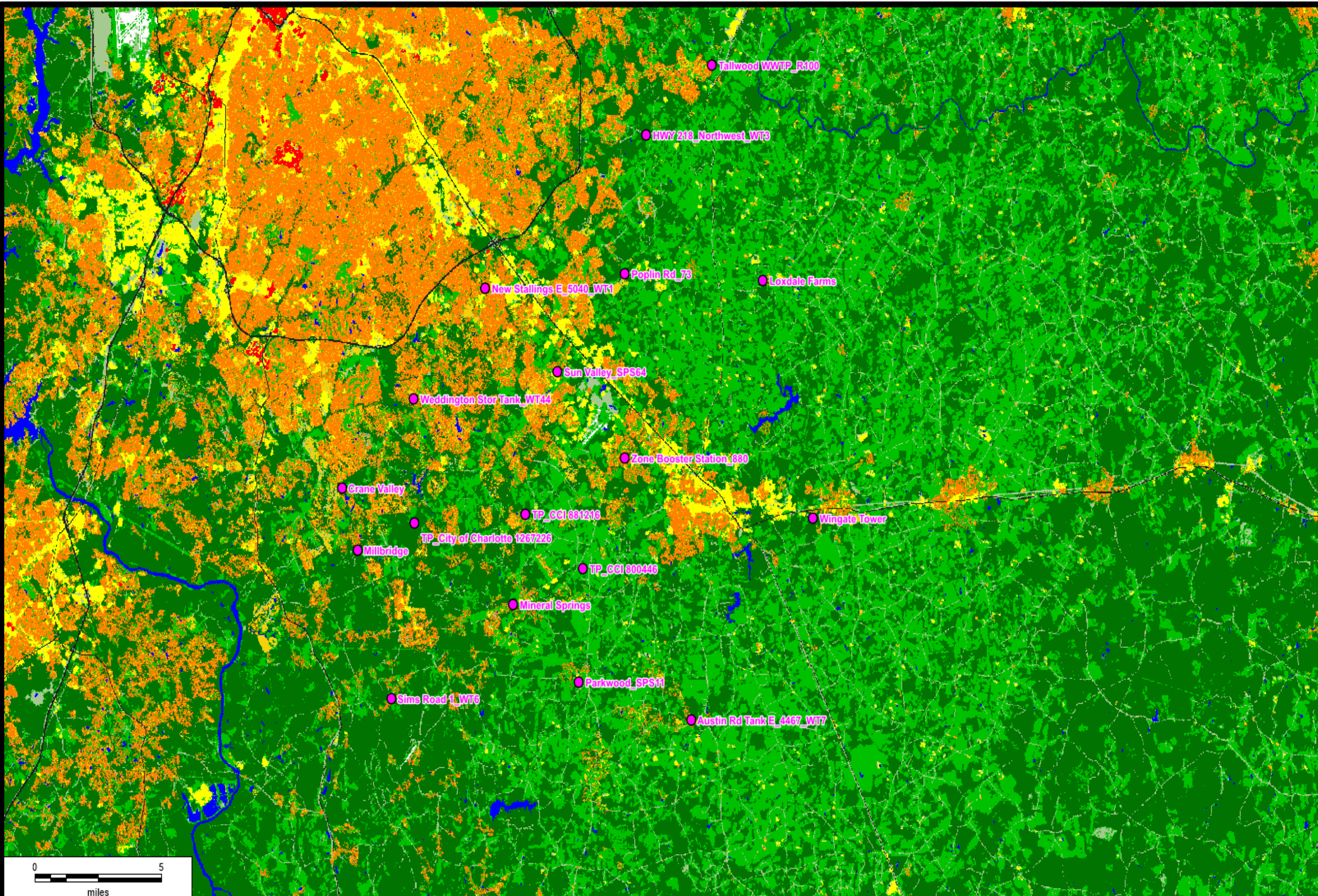


# FlexNet Design

Base station and Clutter

8289 - Union County, NC  
Monroe, NC

RF Engineer: Joel Sedeski  
Date: 10/24/2019



## LEGEND

- Site Location
- High Density Urban
- Commercial - Industrial
- Suburban Few Trees
- Suburban With Trees
- Airports
- Major Transportation
- Open
- Grass - Agriculture
- Forest
- Wetland
- Inland Water
- Sea Water