



City of Riverton
Regular Council Meeting
Tuesday, January 16, 2024 at 7:00 pm

Riverton City Hall Council Chambers
816 N Federal Blvd.
Riverton, WY 82501

At 6:45 P.M. on Tuesday, January 16, 2024, the Finance Committee will meet in the City Hall Council Chambers to consider bills to be paid. This meeting is open to the public.

- 1) Call to order.
- 2) Pledge of Allegiance.
- 3) Invocation.
- 4) Roll call: Mayor: Tim Hancock
Ward I: Kyle Larson, Dean Peranteaux
Ward II: Karla Borders, Kristy K. Salisbury
Ward III: Mike Bailey, Lindsey Cox
- 5) Declaration of Quorum.
- 6) Approval of the Agenda.
- 7) Reports and Comments:
 - Council Committee Reports and Council Members' Roundtable.
 - City Administrator's Report.
 - Mayor's Comments.
- 8) Communication from the Floor – Citizen's Comments.
- 9) Consent Agenda:
 - Approval of the Minutes – January 2, 2024 Regular Council Meeting.
 - Approval of the Minutes – January 16, 2024 Finance Committee Meeting.
 - Approval of the Finance Committee Recommendations – January 16, 2024.
 - Approval of the Municipal Court Report for the month of December 2023.
 - Walmart Community Grant.
 - Rocky Mountain Power Foundation Grant.
- 10) Consideration of Ordinance No. 23-013, 3rd & Final Reading: Amending Riverton Municipal Code 17.80.070.
- 11) Agreement for Use of Contract for Service Funds: Riverton Rescue Mission & Wyoming Rescue Mission.
- 12) Consideration of Resolutions to Update Signatory Authority for Investment Funds:
 - i) Resolution No. 1486: Updating Signatory Authority: WyoStar.
 - ii) Resolution No. 1487: Updating Signatory Authority: Wyoming CLASS.
 - iii) Resolution No. 1488 Updating Signatory Authority: Wyoming Government Investment Fund.
- 13) Resolution No. 1489: Wyoming Outdoor Recreation Grant.
- 14) Resolution No. 1490: Purchasing & Procurement Policy.
- 15) WYDOT Aeronautics Division Marketing Grant Application.

“Excellence in Service to the Rendezvous City”

- 16) Advanced Metering Infrastructure Agreement.
- 17) 2023 Community Development Report.
- 18) Executive Session – If Needed.
- 19) Adjourn.

RIVERTON CITY COUNCIL
Minutes of the
Regular Council Meeting
Held January 2, 2024
7:00 PM

The regular meeting of the Riverton City Council was held on the above date and time, duly convened by Mayor Tim Hancock at 7:00 p.m. City Council Members present were Karla Borders, Lindsey Cox, Mike Bailey, and Kyle Larson. Council Member Borders led the pledge of allegiance, and Mayor Hancock conducted the invocation.

Roll Call was conducted. Council Member Borders moved, seconded by Council Member Bailey to excuse Council Members Dean Peranteaux and Kristy Salisbury from tonight's meeting. Motion passed unanimously. Mayor Hancock declared a quorum of the council.

City Staff present: City Administrator Kyle J. Butterfield, Administrative Services Director Mia Harris, Public Works Director Brian Eggleston, Police Captain Wes Romero, Community Development Director Michael Miller, and Deputy City Clerk Max Batista.

Approval of the Agenda – Council Member Larson moved, seconded by Council Member Borders to approve the agenda as presented. Motion passed unanimously.

Retirement Recognition – City Administrator Kyle J. Butterfield recognized Paul Griffin from the Airport and wished him a happy retirement after serving the City of Riverton for 28 years.

Council Committee Reports & Council Members' Roundtable – Council Member Cox reported on the upcoming Fremont County School District #25 Recreation Board grant opportunity and the upcoming Evolve Diversify and Grow our Economy (EDGE) Committee meeting. She also reported on the ice skating rink opportunity by Legion Baseball; Council Member Bailey wished the public, council, and city staff a Happy New Year; Council Member Larson reported on his recent reappointment to the Fremont County Solid Waste Disposal District Board.

City Administrator's Report – City Administrator Kyle J. Butterfield reported that he has received financial disclosures from each council member, mayor, and Administrative Services Director Mia Harris and that he has also submitted one. Mr. Butterfield also reported on the upcoming Planning Commission, Fix Our Roads Citizens Committee, and Evolve Diversify and Grow our Economy (EDGE) Committee meetings. Mr. Butterfield showed his appreciation to Council Member Cox and the Recreation District for finding a solution for an ice skating rink.

Mayor's Comments – Mayor Tim Hancock reported on a Riverton High School government class event that he participated in. Mr. Hancock showed his appreciation to Council Member Cox and the Recreation District for finding a solution for an ice skating rink.

Communication from the Floor – Wayne Dick expressed his concerns with the City's snow removal efforts and policy.

Consent Agenda – Administrative Services Director Mia Harris read the consent agenda items by title only: Approval of the Minutes – December 19, 2023 Regular Council Meeting; Approval of the Minutes – December 19, 2023 Executive Session; Approval of the Minutes – January 2, 2024 Finance Committee Meeting; Approval of the Finance Committee Recommendations – January 2, 2024 claims to be paid in the amount of \$237,242.14, manual checks in the amount of \$94,724.99, payroll & liabilities for 12/29/2023 in the amount of \$270,008.88 for a total of \$601,976.01. Council Member Cox moved, seconded by Council Member Bailey to approve the consent agenda as presented. Motion passed unanimously with Council Member Bailey abstaining from the Bailey Enterprises claim on the claims approval list.

Leadership Ballots: Council President and Vice President – City Administrator Kyle J. Butterfield and Police Captain Wesley Romero administered the secret ballot vote for the President and Vice President of the Council. After the ballots for President were collected and tallied, Mr. Butterfield announced Council Member Mike Bailey will be serving as the President of the Council. After the ballots were collected and tallied for Vice President, Mr. Butterfield announced Council Member Karla Borders will be serving as the Vice President of the Council.

City Council Committee Appointments – City Administrator Kyle J. Butterfield reported boards/committees that Mayor Hancock would like the Council to serve on as liaisons. Mr. Butterfield presented to the Council which board the Mayor has appointed them to serve on and each member would serve on 2-3 boards/committees. The committee assignments were presented as follows: Mayor Hancock – Fremont County Association of Governments (FCAG), County Commission, Evolve Diversify and Grow our Economy (EDGE) Committee; Council Member Bailey – Wind River Visitors Council, Fix Our Roads Citizens Committee, and Riverton Chamber of Commerce; Council Member Larson – Finance Committee, Fremont County Solid Waste Disposal District, Riverton Downtowners; Council Member Peranteaux – Airport Board, Fremont County School District 25 Recreation Board; Council Member Cox – Fremont County School District 25 Recreation Board, Evolve Diversify and Grow our Economy (EDGE) Committee; Council Member Salisbury – Tribal Liaison, Finance Committee; Council Member Borders –

PAWS Board, Finance Committee, and Senior Center Endowment Board. Council Member Larson moved, seconded by Council Member Bailey to approve the Mayoral committee assignments as presented. Motion passed unanimously.

Citizen Board Appointments – City Administrator Kyle J. Butterfield reported on eight (8) boards/committees that are made up of community members. Of those committees, five (5) of them had vacancies and the Administrative Services Director received letters of interest for the following committees: Airport Board, Construction Board of Appeals, Planning Commission, Riverton Rendezvous Committee, and the Tree Board. Council Member Bailey Moved, seconded by Council Member Borders to approve the Mayoral appointments for the Airport Board (Kim Lee, Bob Lebeda, Jim Gores, Paul Griffin (alt)), Construction Board of Appeals (Eric Raymond, John Martin, Dawn Willhelm), Planning Commission (Travis Guthrie, Julie Watts), Riverton Rendezvous Committee (Cary Fike, Patricia Newlin, Gerri Boesch, Morgan Miller, Andy Samuelson, Carla Kelley, Michelle Houser, Shawn Bang, Christopher Houser-Veach), and Tree Board (Holly Cassity). Motion passed unanimously.

Consideration of Ordinance No. 23-013 2nd Reading: Amending Riverton Municipal Code 17.80.070 – Community Development Director Michael Miller reported on Ordinance No. 23-013. This ordinance would reflect a change in applicability of violations in 17.80.070 A. and 17.80.070 B. Administrative Services Director Mia Harris read Ordinance No. 23-013 by title only. After discussion from the council, Council Member Borders moved, seconded by Council Member Bailey to adopt Ordinance No. 13-013 on second reading. Motion passed unanimously.

Municipal Court Judge, Alternate Judge, and City Attorney Appointments – City Administrator Kyle J. Butterfield reported that the respective parties are interested in serving, Teresa McKee as the municipal judge, Aaron Vincent as alternate municipal judge, and Rick Sollars as city attorney. Council Member Larson moved, seconded by Council Member Borders to approve the appointment and respective salaries for the municipal judge, alternate judge, and city attorney. Motion passed unanimously.

Resolution No. 1482: Designation of Official Depositories – Administrative Services Director Mia Harris reported on Resolution No. 1482, this resolution would designate BMO Bank, NA, Central Bank & Trust, US Bank, NA, Wells Fargo Bank, and Wyoming Community Bank of Riverton, as depositories for accounts that are maintained in said banks in the name of the City of Riverton. Administrative Services Director Mia Harris read Resolution No. 1482 by title only. Council Member Borders moved, seconded by Council Member Bailey to adopt Resolution No. 1482. Motion passed unanimously.

Resolution No. 1483: Designation of Legal Newspaper – Administrative Services Director Mia Harris reported on Resolution No. 1483, this resolution would designate The Riverton Ranger newspaper as the official newspaper for publication purposes in calendar year 2024. Administrative Services Director Mia Harris read Resolution No. 1483 by title only. After discussion from the public, city staff, and council, Council member Cox moved, seconded by Council Member Bailey to adopt Resolution No. 1483. Motion passed unanimously.

Resolution No. 1484: Emergency Operations Plan – City Administrator Kyle J. Butterfield reported on Resolution No. 1484, this resolution would allow the City of Riverton to participate with Fremont County Government, Eastern Shoshone Tribe, Northern Arapaho Tribe, City of Lander, Town of Hudson, Town of Shoshoni, Town of Pavillion, and Town of Dubois in on unified Emergency Operations Plan to be used throughout Fremont County, Wyoming with oversight provided by the Fremont County Emergency Management Agency. Administrative Services Director Mia Harris read Resolution No. 1484 by title only. Council Member Larson moved, seconded by Council Member Bailey to adopt Resolution No. 1484. Motion passed unanimously.

Resolution No. 1485: Support for Wyoming Outdoor Recreation Grant Application – Honeycutt Softball Complex Improvements – Public Work’s Director Brian Eggleston reported on Resolution No. 1485, this resolution would support the Riverton Girls Fastpitch and Riverton Adult Softball League grant application to the Wyoming Office of Outdoor Recreation. Administrative Services Director Mia Harris read Resolution No. 1485 by title only. Council Member Borders moved, seconded by Council Member Bailey to adopt Resolution No. 1485. Motion passed unanimously.

Contract for Service Award – Alternative to Riverton Senior Center, Inc. – City Administrator Kyle J. Butterfield reported on five (5) alternatives to allocate the unspent \$10,000.00 in community contracts for services funding approved in the FY 2024 budget. After discussion from the council and the public, Council Member Cox moved, seconded by Council Member Borders to direct staff to draft an agreement to allocate \$9,000.00 in funding to the Riverton Rescue Mission contingent on County Commission approval to match funds. Motion passed unanimously.

Approval of Council Meeting Calendar 2024 – City Administrator Kyle J. Butterfield presented the City Council Meeting Calendar for 2024, whereas the Riverton Municipal Code 2.04.070 states “The regular meeting of the city council shall be held on the first and third Tuesdays of each month, commencing at seven p.m.” Mr. Butterfield noted that the proposed 2024 Council Meeting Calendar has no dates that conflict with a holiday. Council Member Bailey moved, seconded by Council Member Cox to approve the 2024 Council Meeting Calendar as presented. Motion passed unanimously.

Adjourn – There being no further business to come before the Council, Council Member Larson moved, seconded by Council Member Borders to adjourn the Regular Council meeting at 8:49 p.m. Motion passed unanimously.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

Publication Date:

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Eric Hurtado, Chief of Police

THROUGH: Kyle J. Butterfield, City Administrator

DATE: January 16, 2024

SUBJECT: Walmart Community Grant

Recommendation: The City Council approve a grant from Walmart in the amount of \$5,000.

Background: The Riverton Police Department has collaborated with Walmart to obtain a grant worth \$5,000. The grant will be used to purchase a drone that costs \$3,000. Additionally, the grant funds will cover the training expenses of two officers, with a maximum limit of \$2,000.

Discussion: The Riverton Police Department has sought funding sources to purchase necessary equipment. Sergeant Sullivan has been pursuing a grant with Walmart to buy a drone. This drone can be utilized for many tasks, including efficient deployment of resources, search and rescue operations, evidence collection, environmental surveillance, assisting the fire department, crowd monitoring and control, and much more. The grant will also cover the costs for 2 officers to attend a drone licensing class, which is necessary to obtain proper licensing for a drone.

Budget Impact: None. The grant would cover training, travel for licensing, and the purchase of a drone for the Riverton Police Department.

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Eric Hurtado, Chief of Police

THROUGH: Kyle J. Butterfield, City Administrator

DATE: January 16, 2024

SUBJECT: Rocky Mountain Power Foundation

Recommendation: The City Council approve the Police Department's submission to Rocky Mountain Power Foundation of \$10,792.00.

Background: The Riverton Police Department has collaborated with Rocky Mountain Power to acquire a grant amounting to \$10,792.00. The foundation's mission is to support the growth and vitality of the communities surrounding them. The police department will utilize the grant to purchase 4 thermal monoculars. These monoculars are highly efficient, user-friendly imaging devices that can provide police officers an edge in life-saving situations such as conducting search and rescue operations or crime-solving such as pursuing suspects or locating evidence in open-spaces.

Discussion: The Riverton Police Department has been actively seeking funding sources to purchase necessary equipment. The Riverton Police Department has been pursuing a variety of grants to fulfill this goal. One such request was made to the Rocky Mountain Power Foundation. The Riverton Police Department is deeply committed to the safety and well-being of the community. With the help of Officer Nethicumara and the support of organizations like the Rocky Mountain Power Foundation, the department is well-equipped to continue serving the community with the highest level of professionalism and dedication.

Budget Impact: None. The Rocky Mountain Power Foundation will be covering the total cost for all monoculars including shipping.

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Michael Miller, Community Development Director

THROUGH: Kyle J. Butterfield, City Administrator

DATE: January 16, 2024

SUBJECT: Ordinance 23-013 – MHP Mobile Home Park District - Applicability

Recommendation: The City Council approves on third reading Ordinance 23-013 relating to the change in applicability of violations in 17.80.070 A. and 17.80.070 B.

Background: Title 17 of Riverton Municipal Code (RMC) pertains to zoning regulations for the City of Riverton. The administration and enforcement of these regulations fall under the authority of the Community Development Director, who serves as the city’s building official. When violations related to Title 17 are observed, the Community Development Director applies Section 17.80.070 of RMC, which states:

Any person, firm or corporation, who violates, disobeys, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this title, shall upon conviction, be fined in a sum of not less than ten dollars nor more than one hundred dollars for each offense. Each day a violation is permitted to exist after notice has been given by the building official, shall constitute a separate offense.

When infractions are observed against regulations in other titles of RMC, they are generally enforced by the police department under the general penalty section of the code. Specifically, Section 1.20.010 states:

A. Whenever in any ordinance, resolution or regulation promulgated by any officer or agency of the municipality under authority vested in him or her by law or ordinance, any act is prohibited or is declared to be unlawful or an offense or a misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided therefor, the violation of any such provision of such ordinance, resolution or regulation shall be punished by a fine of not more than seven hundred fifty dollars (\$750.00); provided, that the imposition of any such fine shall not bar institution of appropriate legal actions or proceedings by the municipality to restrain, correct or abate the violation nor shall the institution of such legal actions or proceedings be deemed a bar to the imposition of such fine.

B. Except as otherwise provided, each day any violation of this code or any such ordinance, resolution or regulation continues shall constitute a separate offense. (Prior code § 1-6)

Discussion: Proposed Ordinance 23-013 modifies the manner by which infractions are enforced related to travel trailers and mobile homes. Specifically, it proposes that violations occurring within the public right-of-way would fall under the aforementioned general penalty section of RMC, while private property or land use violations would remain under the authority of the building official. This proposed change is more consistent with how violations within the right-of-way (e.g. parking) are enforced in other titles of RMC.

As denoted in the proposed language referenced below, Ordinance 23-013 only clarifies which section of code applies when regulations are violated for travel trailers and mobile homes. It does not propose any other changes nor address other clauses of Section 17.80.070.

Changes to RMC 17.80.070 are specifically listed below:

17.80.070 Applicability.

A. Except as otherwise allowed pursuant to the ordinances of the city, all occupied travel trailers or mobile homes shall be parked in an approved mobile home park as defined by the current city code requirements of this code. [Violations in public rights-of-way are subject to, and punishable by Section 1.20.010, while private property violations are subject, and punishable by Section 17.04.060.](#)

1. The city may issue a temporary permit for occupancy at construction sites but only for the duration of the specific project.
2. One unoccupied travel trailer may be stored at the owner's premises.
3. In all cases the travel trailer must be stored in such a way that it does not obstruct the view at any street intersection.

B. Visitor parking and occupancy of travel trailers is permitted within the city for a period not exceeding seventy-two (72) hours, providing the travel trailers are parked on private property and with the permission of the owner. In no case shall the travel trailers be parked on any public right-of-way. [Violations in public rights-of-way are subject to, and punishable by Section 1.20.010, while private property violations are subject, and punishable by to Section 17-.04-.060.](#)

C. It is unlawful and punishable as provided by Section [1.20.010](#), for any person to rent, lease or gratuitously permit the use of space for a mobile home

without first complying with the provisions of this chapter. (Ord. 04-003 § 7, 2004; Ord. 1109 § 5, 1997; prior code Appx. B § 43(7))

Alternatives: In considering Proposed Ordinance 23-013, the City Council may explore the following alternative actions:

1. Amend RMC to reflect new language on the issue.
2. Deny the request to change the code and continue to follow current practices and codes as it pertains to travel trailers and mobile homes.
3. Approve the changes with amendments and or stipulations

Budget Impact: Adopting Proposed Ordinance 23-013 does not directly impact the current budget.

PROPOSED ORDINANCE NO. 23-013

AN ORDINANCE AMENDING TITLE 17 “ZONING” TO REVISE CHAPTER 80 “MHP MOBILE HOME PARK DISTRICT”, SECTION 17.80.070 A. and 17.080.070 B. “APPLICABILITY” OF THE RIVERTON MUNICIPAL CODE AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, FREMONT COUNTY, WYOMING:

Section 1. Title 17, Chapter 80, Section 070 A. and Section 070 A. of Riverton Municipal Code are hereby amended to read as follows:

Chapter 17.80 MHP Mobile Home Park District

Section 17.80.070 Applicability.

A. Except as otherwise allowed pursuant to the ordinances of the city, all occupied travel trailers or mobile homes shall be parked in an approved mobile home park as defined by the current city code requirements of this code. [Violations in public rights-of-way are subject to, and punishable by Section 1.20.010, while private property violations are subject to, and punishable by Section 17.04.060.](#)

1. The city may issue a temporary permit for occupancy at construction sites but only for the duration of the specific project.

2. One unoccupied travel trailer may be stored at the owner’s premises.

3. In all cases the travel trailer must be stored in such a way that it does not obstruct the view at any street intersection.

B. Visitor parking and occupancy of travel trailers is permitted within the city for a period not exceeding seventy-two (72) hours, providing the travel trailers are parked on private property and with the permission of the owner. In no case shall the travel trailers be parked on any public right-of-way. [Violations in public rights-of-way are subject to, and punishable by section 1.20.010, while private property violations are subject to, and punishable by Section 17.04.060.](#)

C. It is unlawful and punishable as provided by Section [1.20.010](#), for any person to rent, lease or gratuitously permit the use of space for a mobile home without first complying with the provisions of this chapter. (Ord. 04-003 § 7, 2004; Ord. 1109 § 5, 1997; prior code Appx. B § 43(7))

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This ordinance shall take effect from its adoption and publication as required by law and the ordinances of the City of Riverton.

PASSED ON FIRST READING December 5, 2023

PASSED ON SECOND READING December 19, 2023

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2023.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director


ATTESTATION

I, Mia Harris, Clerk of the City of Riverton, attest that Ordinance No. 23-013 was passed, adopted, and approved by the Governing Body of the City of Riverton on the ____ day of _____, 2023. I further certify that the above proclamation ran at least once in the Riverton Ranger, a newspaper of general circulation within Riverton, Wyoming, the effective date of publication, and therefore the effective date of enactment being _____.

Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Kyle J. Butterfield, City Administrator 

DATE: January 16, 2024

SUBJECT: Contract for Services – Riverton Rescue Mission & Wyoming Rescue Mission

Recommendation: The city council approves the Agreement for Use of Contract for Services Funds with the Riverton Rescue Mission and Wyoming Rescue Mission.

Background: Following the adoption of the FY24 budget and award of community service contracts, the Senior Center communicated it was no longer in need of the \$10,000 contract funds awarded them. The city council discussed potential uses of the available funds during its September 19, 2023 business meeting. It further discussed them at the January 2, 2024 meeting and unanimously approved the allocation of \$9,000 of the available \$10,000 to the Riverton Rescue Mission, who plans to engage a consultant to perform a feasibility assessment of the Riverton community to operate a shelter to support unhoused persons.

Discussion: The attached funding agreement details provisions related to the disbursement of community contract funds to the Riverton Rescue Mission and the Wyoming Rescue Mission. In brief, it includes the following provisions:

- The Riverton Rescue Mission and Wyoming Rescue Mission will engage the services of a consultant to perform a feasibility assessment of the Riverton community to operate a shelter to support unhoused persons for the approximate cost of twenty five thousand dollars (\$25,000), which excludes additional pass through expenses related to matters like meals, lodging, photocopies, travel, postage, etc. The feasibility study will include, but is not limited to, identifying potential locations, operational needs, philanthropic opportunities, and fundraising;
- The City agrees to pay the Wyoming Rescue Mission, on behalf of the Riverton Rescue Mission, a total sum of nine thousand dollars (\$9,000);
- Payment by the City is conditioned upon the commitment of a similar allocation of funds from the Fremont County Commission and will not be made until said commitment is recorded by resolution or action of the commission; and
- Funds paid by the City and received by the Wyoming Rescue Mission shall be subject to recovery by the City if the Riverton Rescue Mission and the Wyoming Rescue Mission fail to meet the standards and requirements set forth in the funding agreement to the extent determined appropriate by the City up to the total amount provided by the City through the agreement.

Budget Impact: The aforementioned funds have already been accounted for in the FY24 budget.

AGREEMENT FOR USE OF CONTRACT FOR SERVICE FUNDS

This Agreement (“**Agreement**”) is made and entered into this ___ day of _____, 2024, by and between the City of Riverton, Wyoming (the “**City**”), the Riverton Rescue Mission, (the “**Mission**”), and the Wyoming Rescue Mission (the “**Wyoming Mission**”). The parties may collectively be referred to herein as the “**Parties**,” and each individually as a “**Party**.”

RECITALS

WHEREAS, the City is a Wyoming Municipal Corporation and its governing body may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers necessary for the health safety and welfare of the City; and

WHEREAS, the City receives a direct distribution of funds from the State of Wyoming of over-the-cap mineral royalties and the governing body dedicates a portion of these funds to local organizations that benefit the community; and

WHEREAS, the governing body authorized a fiscal year 2024 budget allocation of two hundred and seventy five thousand dollars (\$275,000) of direct distribution funds to support community organizations that provide services, not under the direct oversight of the City, that benefit the general health, safety, and welfare of the community; and

WHEREAS, the Mission is a public benefit nonprofit organization, recognized by the Wyoming Secretary of State, that serves the needs of unhoused persons in the Riverton community and surrounding area; and

WHEREAS, the Mission has an agreement with the Wyoming Mission, a public benefit nonprofit organization located in Casper and recognized by the Wyoming Secretary of State, to serve as the fiscal agent for the Mission; and

WHEREAS, the Mission and Wyoming Rescue Mission desire to engage the services of a consultant to perform a feasibility assessment of Riverton to stand-up and operate a come-as-you-are shelter to support unhoused individuals in the community and surrounding area;

WHEREAS, the terms between the Parties are set forth in this Agreement and as set out below.

AGREEMENT

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Services.** The Mission and Wyoming Mission will engage the services of a consultant to perform a feasibility assessment of the Riverton community to operate a shelter to support unhoused persons for the approximate cost of twenty five thousand dollars (\$25,000), which excludes additional pass through expenses related to matters like meals, lodging, photocopies, travel, postage, etc. The feasibility study will include, but is not limited to, identifying potential locations, operational needs, philanthropic opportunities, and fundraising.
- 2. Term.** This Agreement is effective when the Parties have executed it and all required approvals have been granted. The term of the Agreement begins once effective and remains in force until terminated as set forth by this Agreement.
- 3. Payment.**
 - A.** The City agrees to pay the Wyoming Mission, on behalf of the Mission, a total sum of nine thousand dollars (\$9,000).
 - B.** Payment by the City is conditioned upon the commitment of a similar allocation of funds from the Fremont County Commission and will not be made until said commitment is recorded by resolution or action of the commission.
- 4. Responsibilities of the City.** The City agrees to:
 - A.** Pay the Wyoming Mission, in one single installment, in accordance with Section 3 above;
 - B.** Make available the City Administrator, or their designee, to provide information about the City, its utilities and services, and the Riverton community in general in order to support the services denoted in Section 1 above.
- 5. Responsibilities of the Mission and Wyoming Mission.** The Mission and Wyoming Mission agree to:
 - A.** Engage a consultant to provide services in accordance with Section 1 above;
 - B.** Utilize funds denoted in Section 3 above solely for the Riverton community and areas directly surrounding;

- C. Provide the City a copy of the scope of work or the scope of services agreed to be rendered by the consultant engaged by the Mission and the Wyoming Mission within thirty (30) days of the engagement;
 - D. Provide the City progress reports, at a maximum of quarterly intervals, of the feasibility assessment project or services engaged by the Mission and Wyoming Mission related to this Agreement;
 - E. Provide the City a copy of the final product or deliverable that is the result of the services rendered by the engaged consultant.
6. **Recapture of Funds.** The Parties acknowledge and agree that funds paid by the City and received by the Wyoming Mission pursuant to this Agreement shall be subject to recovery by the City if the Mission and the Wyoming Mission fail to meet the standards and requirements set forth in this Agreement to the extent determined appropriate by the City up to the total amount provided by the City through this Agreement.
7. **Notices.** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by mail or email.

The City of Riverton, Wyoming
Attn: City Administrator
816 N Federal Boulevard
Riverton, WY 82501
kbutterfield@rivertonwy.gov

The Riverton Rescue Mission
Attn: Tiana Payne
819 Rose Marie Drive
Riverton, WY 82501
tianarieck@gmail.com

The Wyoming Rescue Mission
Attn: Brad Hopkins
PO Box 2030
Casper, WY 82602
bhopkins@wyomission.org

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the Parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Law Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming. The Parties intend and agree that the City does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to them pursuant to Wyoming Statutes § 1-39-101 et. seq., and all other applicable law.
- C. Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- D. Assignment/Agreement.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other Party.
- E. Compliance with Laws.** The Parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement consists of eight (8) pages and represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither Party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other Party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the

failure to perform is beyond the control and without fault or negligence of the nonperforming party.

- H. Availability of Funds.** Each payment obligation of the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the City at the end of the period for which the funds are available. The City shall notify the Parties at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- I. Indemnification.** Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- J. Independent Contractor.** The Mission and the Wyoming Mission shall function as independent contractors for purposes of this Agreement and shall not be considered employees of the City for any purpose. The Mission and the Wyoming Mission shall assume sole responsibility for any debts or liabilities that may be incurred by the Agreement in fulfilling the terms of this Agreement and shall be solely responsible for payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Mission and the Wyoming Mission or its agents and/or employees to act as an agent or representative for or on behalf of the City or to incur any obligation of any kind on the behalf of the City. The Mission and the Wyoming Mission agree that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of the Mission or the Wyoming Mission or their agents and/or employees as a result of this Agreement.
- K. Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If

application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

- L. Governmental Claims Act.** The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- M. Nondiscrimination.** The Parties shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- N. Taxes.** The Mission and the Wyoming Mission shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers compensation, unemployment insurance, and sales tax.
- O. Termination of Agreement.** This Agreement may be terminated, without cause, by the Parties upon thirty (30) days written notice. This Agreement may be terminated by the Parties immediately for cause if any Party fails to perform in accordance with the terms of this Agreement.
- P. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity, the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- Q. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this day and year.

DATED this _____ day of _____, 2024

CITY OF RIVERTON, WYOMING
A Municipal Corporation

Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RIVERTON RESCUE MISSION

Tiana Payne, Chair

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was signed and acknowledged before me by _____ known to me to be the person that executed the within instrument as the Agreement therein named, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission expires: _____

WYOMING RESCUE MISSION

Brad Hopkins, Executive Director

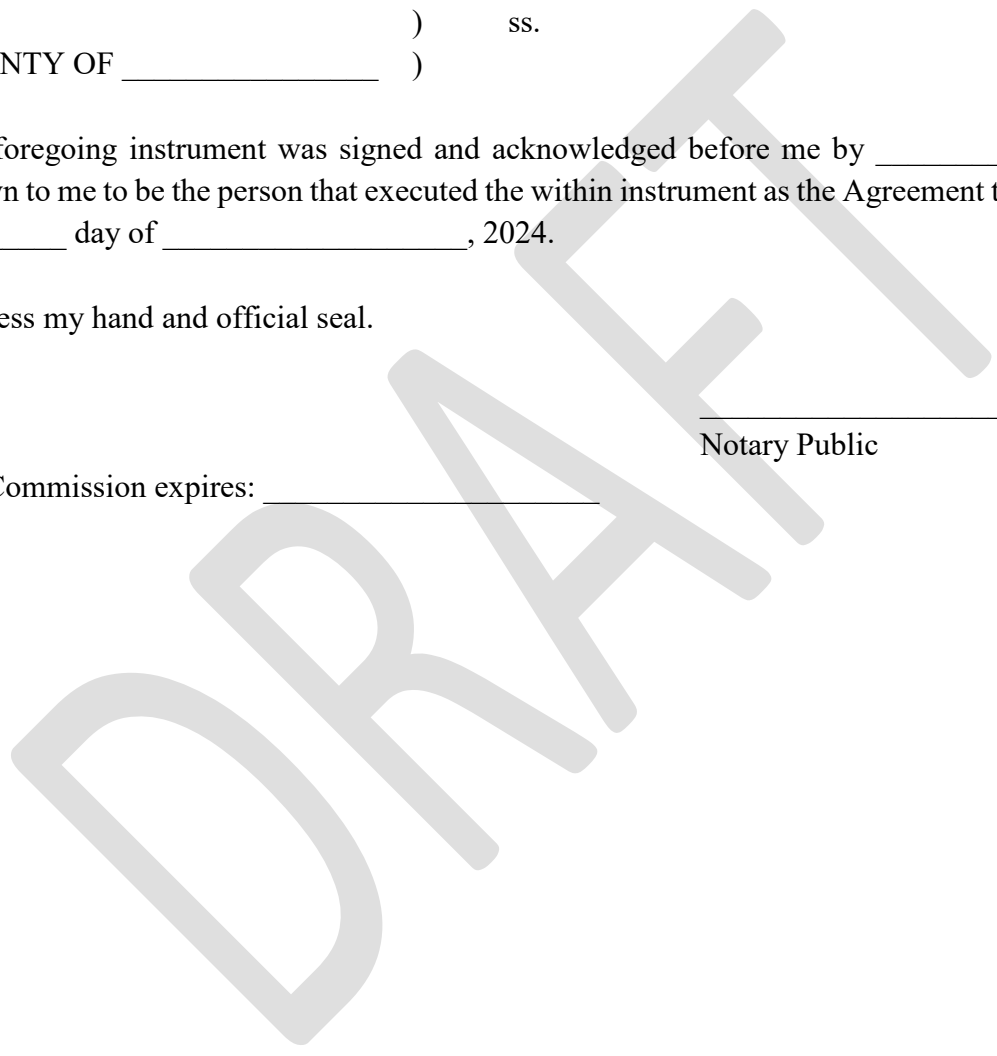
STATE OF WYOMING)
)
COUNTY OF _____) ss.

The foregoing instrument was signed and acknowledged before me by _____
known to me to be the person that executed the within instrument as the Agreement therein named,
this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My Commission expires: _____



CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Mia Harris, Finance Director

THROUGH: Kyle J. Butterfield, City Administrator

DATE: January 12, 2024

SUBJECT: Designation of Investment Account Signatories

Recommendation: That council approves Resolution No. 1486, Resolution No. 1487, and Resolution No. 1488 designating specific individuals as signatories and alternate signatories on city investment accounts held at Wyoming CLASS, WyoStar Investment Pool, and Wyoming Government Investment Fund, respectively.

Background: According to the requirements of W.S. Section 9-4-831 and the City of Riverton Statement of Investment Policy, the governing body shall authorize officers or agents of the City to engage in activities with designated investment programs and, by resolution, name its custodian bank as an official depository for the account transactions of City funds including Reserve Capital and Endowment Funds.

The primary objectives, in priority order, of the City of Riverton investment activities shall be safety, liquidity, return on investment, and community investment.

Discussion: The City currently participates in the state-approved Wyoming CLASS, WyoStar Investment Pool, and Wyoming Government Investment Fund. It is management's responsibility to conduct periodic reviews of the City's investments to ensure compliance with investment objectives, internal controls, reserve requirements, and fund diversification. The changes in the reorganization to the Administrative Services Department prompts the need to remove City Clerk/HR Director Kristin Watson and add Deputy Treasurer Rewa Gaudern as a designated signer on all city investment accounts. Signers remaining on the accounts are City Administrator Kyle Butterfield and Administrative Services Director Mia Harris.

Budget Impact: There is no immediate impact on the budget.

RESOLUTION NO. 1486

A RESOLUTION DESIGNATING SPECIFIC INDIVIDUALS AS SIGNATORIES AND ALTERNATE SIGNATORIES ON CITY INVESTMENT ACCOUNTS HELD AT WYOSTAR INVESTMENT POOL

WHEREAS, Section 9-4-831 (h) of the Wyoming Statutes requires that the political subdivision shall adopt the “Statement of Investment Policy” by resolution of the City Council.

WHEREAS, the City Council of the City of Riverton, Wyoming, passed and approved a “City of Riverton, Wyoming Statement of Investment Policy,” by minute action at the regular meeting of said City Council on June 18, 1996 and was revised June 15, 2010, and revised and adopted by Resolution No. 1387 dated April 16, 2019; and

WHEREAS, said investment policy applies to all financial assets of the City of Riverton; and

WHEREAS, these funds are reported in the City’s General Purpose Financial Statements; and

WHEREAS, the primary objectives, in priority order, of the City of Riverton investment activities shall be safety, liquidity, return on investment, and community investment; and

WHEREAS, this policy allows participation by the City in investment pools; and

WHEREAS, management responsibility for the investment program is hereby delegated to the Treasurer, who with approval of the City Administrator may establish written procedures of the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

WHEREAS, changes in staffing dictate designating new authorized signers.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING, that all withdrawals, deposits, or other orders for payment of money upon said accounts shall be signed by both the City Administrator Kyle J. Butterfield and the Administrative Services Director, Mia Harris, and in the absence of either, the Deputy Treasurer, Rewa Gaudern, shall sign.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, by the City Council of the City of Riverton, Wyoming.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RESOLUTION NO. 1487

A RESOLUTION DESIGNATING SPECIFIC INDIVIDUALS AS SIGNATORIES AND ALTERNATE SIGNATORIES ON CITY INVESTMENT ACCOUNTS HELD AT WYOMING CLASS

WHEREAS, Section 9-4-831 (h) of the Wyoming Statutes requires that the political subdivision shall adopt the “Statement of Investment Policy” by resolution of the City Council.

WHEREAS, the City Council of the City of Riverton, Wyoming, passed and approved a “City of Riverton, Wyoming Statement of Investment Policy,” by minute action at the regular meeting of said City Council on June 18, 1996 and was revised June 15, 2010, and revised and adopted by Resolution No. 1387 dated April 16, 2019; and

WHEREAS, said investment policy applies to all financial assets of the City of Riverton; and

WHEREAS, these funds are reported in the City’s General Purpose Financial Statements; and

WHEREAS, the primary objectives, in priority order, of the City of Riverton investment activities shall be safety, liquidity, return on investment, and community investment; and

WHEREAS, this policy allows participation by the City in investment pools; and

WHEREAS, management responsibility for the investment program is hereby delegated to the Treasurer, who with approval of the City Administrator may establish written procedures of the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

WHEREAS, changes in staffing dictate designating new authorized signers.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING, that all withdrawals, deposits, or other orders for payment of money upon said accounts shall be signed by both the City Administrator Kyle J. Butterfield and the Administrative Services Director, Mia Harris, and in the absence of either, the Deputy Treasurer, Rewa Gaudern, shall sign.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, by the City Council of the City of Riverton, Wyoming.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

RESOLUTION NO. 1488

A RESOLUTION DESIGNATING SPECIFIC INDIVIDUALS AS SIGNATORIES AND ALTERNATE SIGNATORIES ON CITY INVESTMENT ACCOUNTS HELD AT THE WYOMING GOVERNMENT INVESTMENT FUND

WHEREAS, Section 9-4-831 (h) of the Wyoming Statutes requires that the political subdivision shall adopt the “Statement of Investment Policy” by resolution of the City Council.

WHEREAS, the City Council of the City of Riverton, Wyoming, passed and approved a “City of Riverton, Wyoming Statement of Investment Policy,” by minute action at the regular meeting of said City Council on June 18, 1996 and was revised June 15, 2010, and revised and adopted by Resolution No. 1387 dated April 16, 2019; and

WHEREAS, said investment policy applies to all financial assets of the City of Riverton; and

WHEREAS, these funds are reported in the City’s General Purpose Financial Statements; and

WHEREAS, the primary objectives, in priority order, of the City of Riverton investment activities shall be safety, liquidity, return on investment, and community investment; and

WHEREAS, this policy allows participation by the City in investment pools; and

WHEREAS, management responsibility for the investment program is hereby delegated to the Treasurer, who with approval of the City Administrator may establish written procedures of the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

WHEREAS, changes in staffing dictate designating new authorized signers.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING, that all withdrawals, deposits, or other orders for payment of money upon said accounts shall be signed by both the City Administrator Kyle J. Butterfield and the Finance Director, Mia Harris, and in the absence of either, the Deputy Treasurer, Rewa Gaudern, shall sign.

PASSED, APPROVED AND ADOPTED this 16th day of January 2024, by the City Council of the City of Riverton, Wyoming.

CITY OF RIVERTON, WYOMING

By: _____
Tim Hancock, Mayor

ATTEST:

Mia Harris, Administrative Services Director

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Brian Eggleston, Public Works Director

THROUGH: Kyle Butterfield, City Administrator

DATE: January 16, 2024

SUBJECT: Resolution No. 1489 – Wyoming Outdoor Recreation Grant

Recommendation: The Riverton City Council directs staff, through Resolution No. 1489, to apply for a Wyoming Outdoor Recreation Grant for improvements to Riverton City Park.

Background: On October 25, 2023, the City of Riverton along with R-Recreation held a public meeting to discuss improvements for both City and Sunset Parks. In the last several months, the City of Riverton has seen increased interest of possible additions to both parks. There was interest in adapting the tennis courts at City Park to accommodate roller derby. Additionally, staff heard ideas of converting the Sunset Park tennis courts to miniature soccer fields. To help facilitate the discussion, staff reviewed recommendations from previous efforts that were part of the City Master Plan, and a Parks Master Plan. As a result of the community meeting, and an on-line survey, the participants identified several priorities, with pickleball courts for City Park rising to the top of the list. The information was provided to the Riverton City Council during the December 19, 2023 City Council Meeting. The City Council directed staff to research funding opportunities.

Discussion: In late fall of 2023, the Wyoming Outdoor Recreation Grant program was opened for new grant submissions. Staff prepared cost estimates for the construction of eight (8) pickleball courts, which included the replacement of outdated fencing and LED lighting. The location for this improvement lies generally in the footprint of the old tennis courts. This project also includes the construction of an off-street parking lot, adjacent to the pickleball courts. The parking lot would include LED lighting, and a bathroom facility would be constructed close proximity to the pickleball courts and parking lot.

Budget Impact: A cost estimate was prepared by staff for the proposed project, totaling \$1,883,695.00. Staff would recommend budgeting a ten (10) percent match, \$188,400.00 in the FY25 budget should the grant be awarded. A match is not a requirement, however staff has been told that applications that include a match are given preference.

RESOLUTION NO. 1489

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON AUTHORIZING THE SUBMISSION OF A WYOMING OUTDOOR RECREATION, AMERICAN RESCUE PLAN ACT (ARPA) GRANT FOR THE ADDITION OF PICKLEBALL COURTS, PARKING AND RESTROOM FACILITIES AT THE RIVERTON CITY PARK.

WHEREAS, the City of Riverton owns greenspace and recreation facilities at City Park located at the intersection of Federal Boulevard and Main Street; and

WHEREAS, the Wyoming Office of Outdoor Recreation receives federal ARPA grant monies to fund public outdoor recreation projects; and

WHEREAS, city staff recently held a public meeting to discuss potential improvements to City Park, specifically near the south west corner of the park; and

WHEREAS, public feedback from the aforementioned public meeting prioritized the installation of pickleball courts to replace existing tennis courts; and

WHEREAS, the Wyoming Office of Outdoor Recreation does not require matching funds from applicants to requested grant funds, however applications submitted that include a match are given preference; and

WHEREAS, the City of Riverton acknowledges the importance of outdoor recreational opportunities for its citizens, and recognizes that the City of Riverton qualifies as a Disproportionally Impacted Community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING, authorizes city staff to submit a grant application to the Wyoming Office of Outdoor Recreation for improvements to Riverton City Park and further authorizes the commitment of matching funds from the city up to a maximum amount of ten percent of the total grant application.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Riverton, Wyoming, this 16th day of January 2024.

CITY OF RIVERTON, WYOMING


Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Kyle J. Butterfield, City Administrator 

DATE: January 16, 2024

SUBJECT: Resolution No. 1490 – Purchasing & Procurement Policy

Recommendation: The city council adopts Resolution No. 1490 establishing the Purchasing & Procurement Policy.

Background: City employees currently follow the City of Riverton Purchasing Procedures policy when purchasing services, supplies, equipment, and improvements. The policy was originally adopted by Resolution No. 892 in 2001, amended by council minute action on March 5, 2019, and further amended by Resolution No. 1397 on September 3, 2019.

Discussion: The City of Riverton Purchasing Procedures policy is no longer consistent with recent amendments to Wyoming State Statute. Moreover, it stands in need of clarification and expansion. The proposed Purchasing & Procurement Policy serves to replace the City of Riverton Purchasing Procedures policy. It includes primary components of the previous policy, is consistent with state statute, and adds sections addressing petty cash, tax exemption, credit cards, non-competitive procurement, emergency purchases, and purchasing thresholds.

Council may adopt, amend, or reject the proposed Purchasing & Procurement Policy.

Budget Impact: There is no budgetary impact associated with the adoption of Resolution No. 1490.

RESOLUTION NO. 1490

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF RIVERTON ADOPTING THE PURCHASING & PROCUREMENT POLICY, REPEALING THE RIVERTON PURCHASING PROCEDURES POLICY, AND REPEALING RESOLUTIONS NO. 892 AND NO. 1397.

WHEREAS, the City of Riverton is required to establish policies for the procurement of goods, services, improvements, and equipment; and

WHEREAS, policies are set forth by the City of Riverton Purchasing Procedures originally adopted by Resolution No. 892, amended by council minute action on March 5, 2019, and further amended by Resolution No. 1397; and

WHEREAS, the City of Riverton desires to expand, clarify, and update the City of Riverton Purchasing Procedures policy by adopting the new Purchasing and Procurement Policy as reflected in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIVERTON, WYOMING, to adopt the Purchasing and Procurement Policy, repeal the City of Riverton Purchasing Procedures policy, and repeal Resolution No. 892 and Resolution No. 1397.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Riverton, Wyoming, this 16th day of January 2024.

CITY OF RIVERTON, WYOMING

Tim Hancock
Mayor

ATTEST:

Mia Harris
Administrative Services Director

EXHIBIT A

PURCHASING & PROCUREMENT POLICY

I. PURPOSE

The purpose of the Purchasing and Procurement Policy (Policy) is to establish uniform procedures for employees of the City of Riverton (City) to purchase or procure services, supplies, equipment, and capital improvements. Employees should always exercise sound judgment when using City resources and keep within budget allocations authorized by the City Council. Purchases should encourage open competition between suppliers and contractors, while seeking the best value for the City.

II. STATEMENTS

The City will adhere to applicable state and federal laws relates to purchasing and procurement.

The City will refer to 2 CFR 200 when purchasing or procuring with Federal funds. In accordance with 2 CFR 200.320 (a)(2)(ii), the simplified acquisition threshold is set at \$75,000.

The City will observe W.S. § 15-1-113 and W.S. § 16-6-101 through W.S. § 16-6-122.

All contracts for any type of public improvement, excluding contracts for professional services or where the primary purpose is emergency work or maintenance, shall be advertised for bid or for response if the estimated cost, including all related costs, exceeds a bid threshold of \$75,000.

All contracts for the purchase or lease of a new automobile or truck shall be advertised regardless of cost and if there is an automobile or truck for trade-in, it shall be included as a part of the advertisement and bid. If the City is unsuccessful in acquiring a bid, the City may proceed to acquire a vehicle or equipment for which the bid was sought, provided that the cost of vehicle or equipment to be obtained does not exceed \$250,000.

This Policy does not create any property right, due process right, or reasonable expectation for any vendor or contractor regarding the method of contract award or selection for services. The terms and requirements of this Policy are solely for the purpose of providing guidance to City personnel regarding purchases and procurements.

III. WYOMING & LOCAL PREFERENCE

Pursuant to W.S. § 16-6-102, W.S. § 16-6-104, and other applicable statutes, preference shall be given to Wyoming resident contractors if a contract is let by the City for a public work. Specifically, the contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. Wyoming made materials and products, and Wyoming suppliers of products and materials of equal quality and desirability shall have preference over materials or products produced or supplied outside the state and any contract let by the City shall so provide. This preference shall be applied in a manner identical to the preference for residence contractors in W.S. § 16-6-102.

Local vendors should be used whenever it is possible, reasonable, and legal to do so for services, supplies, and equipment procured by the City. Whenever bids or informal quotes are solicited by the City, an award shall be made to the local bidder that has provided the lowest responsible proposal, if said proposal is not more than five percent (5%) higher than that of the lowest responsible non-local bidder and provided that articles submitted by the bidder are not of inferior quality to those offered by competitors outside of the defined local preference designation.

A local bidder shall be defined as a business whose principal office, or a satellite office with at least one full-time employee, is located within Fremont County. Suppliers seeking recognition of local status will be required to sign a statement that the supplier meets the aforementioned qualifications.

In cases where local, state, or federal law or policies prohibit the application of a local preference policy as provided for herein, the local preference shall not be applied. The local preference provided herein shall not be in addition to any other preference which may be applied to a bid or quote.

IV. TAX EXEMPT STATUS

The City is exempt from most state sales taxes and some excise taxes. The City may also be exempt from other State sales taxes if that state participates in the Streamlined Sales & Use Tax Agreement with the State of Wyoming. The City's Federal Tax Identification number is 83-6000087 and the State Tax Exempt

number is 10000698. These numbers may only be used for City purposes. All employees who make purchases on behalf of the City shall ensure that the vendor is informed of the City's tax exempt status. If proof of exemption is required by the vendor, proper documentation may be obtained from the office of the Administrative Services Director.

V. PETTY CASH

Use of petty cash shall be limited to purchases that cannot be made through the accounts payable system or by credit card. Purchases may be made with petty cash when the purchase amount is nominal and processing payment through accounts payable would be prohibitively inefficient. A voucher related to the use of petty cash must be signed by the receiving individual and a receipt must accompany all payments out of petty cash.

Petty cash funds have been designated at the following locations: the Police Department and the Administrative Service Department. The standard amount allowable for distribution at any one time from petty cash is \$25. Distributions higher than \$25 must be approved in advance by the appropriate Department Head.

Departments maintaining petty cash shall reconcile the cash on hand and receipts and submit a voucher for replenishment of the fund on a monthly basis.

VI. CREDIT CARDS

Employees may be issued credit cards to be kept on a full-time basis as authorized by the City Administrator. All other officers of the City and employees may be temporarily issued a credit card as needed and with the authorization of the appropriate Department Head.

Credit cards shall not be used as the primary method of procurement by authorized City employees. They should only be used for necessary travel expenses, purchases when time is of the essence, and instances when vendors will not invoice the City for goods or services (e.g. vendors without accounts with the City). Other purchase proposed to be made by a credit card must receive prior approval from the appropriate Department Head or City Administrator. Credit cards shall not be used in a manner that violates City policies or local, state, and federal laws. This includes, but is not limited to, the purchase of alcohol or tobacco products, securing cash advances, acquiring items for personal use, or purchasing fuel for personal vehicles or equipment.

If a credit card is lost or stolen, employees shall immediately notify their supervisor and the Administrative Services Director. The card issuer shall then be notified. Employees shall also notify their supervisor and the Administrative Services Director as soon as they believe a fraudulent charge has been made on a City issued credit card. They shall do the same if there is a need to dispute a charge on a credit card.

Employees are responsible to safeguard credit cards and account numbers. Purchases by credit cards shall only be made by authorized employees. Violations of this Policy may result in the loss of credit card privileges and discipline up to and including termination.

VII. PROFESSIONAL SERVICES

The preparation, execution, and administration of contracts for professional or specialized services shall follow the adopted Professional Services Selection Policy. Professional or specialized services for the purpose of this Policy include, but are not limited to, engineering, architectural, and surveying services.

VIII. PURCHASING & PROCUREMENT METHODS

1. General Provisions

All purchases, including those made by credit card, must be approved by authorized personnel as outlined in Section IX of this Policy. Purchases shall be paid from itemized receipts, invoices, or payment applications. These items must include a signed perjury statement and shall be coded to the appropriate budget line item(s).

Receipts, invoices, and pay applications must be submitted to the Administrative Services Department. Finance clerks will review each submission and process them through the City's accounting software. Claims for payment will be presented to the Finance Committee for review and recommendation to the City Council.

Unless otherwise approved by the City Administrator, supplies, equipment, or services must be received prior to the City issuing payment.

Purchases shall not be split into multiple transactions in order to stay within an employee's purchasing limit or beneath a certain purchasing threshold.

Purchases in excess of the City Administrator's purchasing authority will be approved by minute action of the Finance Committee and the City Council.

2. Minor Purchasing Threshold (\$3,000 or Less)

Minor purchases are the acquisition of supplies or services in which the aggregate dollar amount does not exceed \$3,000. Approval of purchases must be provided by authorized personnel and multiple quotes should be secured when it is reasonable or possible.

3. Intermediate Purchasing Threshold (Between \$3,000 and \$75,000)

Intermediate purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$75,000. Purchases greater than \$3,000, but not exceeding \$75,000, require three written quotes from suppliers or contractors who perform work of the nature sought. Written offers or quotes may include advertised price comparisons between similar goods or items.

In the event the City is unable to receive three proposals or quotes, the Department Head overseeing the purchase may authorize two quotes with written justification explaining why three proposals or quotes were not secured. In the event it is not possible to receive multiple quotes, the City Administrator may justify sole source procurement as outlined in Section VIII.5. of this Policy.

4. Major Purchasing Threshold (Greater than \$75,000)

Major purchases include the following types of procurement:

- a) Materials, supplies, or equipment which exceed \$75,000;
- b) Contracts for services which exceed \$75,000;
- c) Memorandums of Understanding with governmental or not-for-profit entities unless otherwise provide by ordinance, statute, or law; and
- d) Public improvements, vehicles, heavy equipment, or capital purchases.

Pursuant to W.S. § 15-1-113 and W.S. § 16-6-101 through 16-6-122, the City will advertise for bid, and receive sealed proposals, for public improvements and new vehicles. The City may choose to advertise for bid other supplies or materials when the estimated cost exceeds \$75,000, unless otherwise excluded by this Policy, ordinance, statute, or law.

5. Non-Competitive Procurement

The City will promote open competition between suppliers and contractors whenever possible. However, competitive procurement processes, or portions thereof, may be waived by the City Administrator for the sole source selection of goods or services under any of the following conditions:

- a. Sole source selection may be used when a service or good is available only from a single source;
- b. Sole source selection may be used if, after solicitation of a number of sources, competition is determined to be inadequate; and
- c. Sole source selection may be used when it has been determined there is an emergency which does not permit time to conduct competitive selection as outlined in Section VI.6.

Sole source selection may only be used when it is in the public interest and economically advantageous to the City. Selection of a sole source is contingent upon satisfactory negotiation for the service or good. The City Administrator shall submit justification for the sole source selection to the City Council.

6. Emergency Purchases

An emergency purchase is a purchase that is essential to the life, health, convenience, or welfare of the citizens of the City. When an emergency condition exists that prevents the use of a competitive procurement method, the City may conduct procurement on an emergency basis. Emergency procurement may be negotiated on a single source or limited competition basis as dictated by the circumstances surrounding the emergency.

Approvals pursuant to authorities provided in Section IX shall be obtained prior to procurement of services or goods. When emergency conditions require the timely procurement of goods or services greater than \$75,000, the City Administrator is temporarily empowered to authorize these purchases. In such instances, the City Administrator will provide written justification to the City Council of any purchase made or service received at the next scheduled business meeting of the council.

Emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.

As soon as practicable, the appropriate Department Head shall prepare a written justification, to be approved by the City Administrator, that sets for the reasons for the emergency procurement. This justification shall include: the basis for the emergency procurement including the date the emergency became known; a listing of supplies and services procured; a description of efforts made to ensure proposals were received from as many potential vendors as possible under the circumstances; and the basis for the selection of the selected service or goods.

Emergency procurement shall not violate local, state, or federal law. Emergency procurements do not include: fiscal year-end purchases; end of grant or contract procurements; or purchases that need to be rushed due to a failure to plan ahead.

IX. PURCHASING AUTHORITIES

The City establishes the following purchasing authorities:

AMOUNT	PERSONNEL GROUP
\$0 - \$200	Non-supervisory, full-time employees
\$0 - \$1,000	Supervisors, Construction Manager, Deputy City Clerk, Deputy City Treasurer, and Human Resource Generalist
\$0 - \$2,000	Division Managers and Captain
\$0 - \$3,000	Department Heads
\$0 - \$75,000	City Administrator
Above \$75,000	City Council

X. DOCUMENT & RECORD RETENTION


All financial transactions, records, documents, agreements or actions shall be retained by the Administrative Services Director in accordance with the City’s adopted document retention schedule, state statute, and as directed by the City Administrator.

XI. AMENDMENTS

Substantive amendments or alterations to this Policy shall be made by resolution of the City Council. Non-substantive changes to this Policy may be made by the City Administrator, but shall be reported to the City Council at the next scheduled business meeting of the council.

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Kyle J. Butterfield, City Administrator 

DATE: January 16, 2024

SUBJECT: WYDOT Aeronautics Marketing Grant

Recommendation: The city council authorizes the City Administrator to submit a grant up to the amount of \$50,000 to the Aeronautics Division of the Wyoming Department of Transportation.

Background: The Wyoming Aeronautics Commission makes Grants-In-Aid from state funds, for use in the construction and development of airports, counties, cities, and towns within the State of Wyoming. Typical projects funded by the Wyoming Aeronautics Commission include:

- Construction Projects – Examples are runway or taxiway construction, NAVAIDS, equipment storage buildings, terminals and lighting projects.
- Maintenance Projects – Examples are crackseal, sealcoat, runway and taxiway marking, and concrete repair.
- Equipment Grants – Examples are snow removal equipment, mowers, tractors, and front-end loaders, both new and used.
- Planning Projects – Examples are land purchases, environmental studies, airport layout plans, master plans, site relocation studies, rates and charges studies and economic benefits reports.
- Marketing Grants – The Wyoming Aeronautics Division may grant up to five (5) percent of available funding to airports, for use in the marketing and promotion of air service in Wyoming.

Discussion: The City of Riverton has a history of receiving grant funds from WYDOT Aeronautics to market commercial air service at the Central Wyoming Regional Airport. Funds received have supported a range of marketing activities through traditional to digital mediums. City staff recently closed out a marketing grant from the state and is now eligible to apply for another.

Budget Impact: Marketing grants made available through WYDOT Aeronautics require matching funds at a ratio of 50:50. The FY24 budget adopted by the council accounted for the aforementioned grant funds and their required match.

CITY COUNCIL STAFF REPORT

TO: His Honor the Mayor and Members of the City Council

FROM: Brian Eggleston, Public Works Director

THROUGH: Kyle Butterfield, City Administrator

DATE: January 16, 2024

SUBJECT: Advanced Metering Infrastructure Agreement

Recommendation: The Riverton City Council authorizes the execution of the Advanced Metering Infrastructure (AMI) Agreement, between the City of Riverton, and Sensus USA Inc.

Background: On August 1, 2023, the Riverton City Council awarded the ARPA Automated Metering Infrastructure and LCR Project to Viper Underground Inc. As part of the project, infrastructure that allows for remote reading of the water meters is being installed. Sensus USA Inc. leases frequencies in the 900 MHz range that are suitable to operate the AMI system within their customer service territory, from the Federal Communications Commission. The agreement between the City of Riverton and Sensus USA Inc., allows Sensus USA Inc. to sublease to the City of Riverton, frequencies within that spectrum. Along with the meter/radio devices, radios need to be installed at tower locations around the City of Riverton. These tower-based radios allow for communication between the meter radios, and the tower mounted radios.

The remote radios allow for access to the meter data, online, and information related to billing, usage etc. can be gathered remotely and imported into the City's billing software. This function saves on man-hours and vehicle use. Currently the City of Riverton uses three people, over a three day period to travel the city gathering the information using remote radio readers.

Discussion: The lease fees associated with this project cover years 2-5 and would need to be incorporated into the Water and Wastewater Operating budgets. The first year charges, which are covered in the ARPA Grant, includes the first year service, along with the initial setup and provisioning for a total of \$60,000.00. Beginning the second year, FY25, the fee would be \$17,837.12. Each subsequent year would have an approximate 3% increase over the previous year. The total cost over four years would be \$74,723.72

Budget Impact: Beginning in FY25, or year two of this project, through FY28, monies would need to be budgeted to cover the ongoing support fees. These fees would need to be split between the Water and Sewer Funds.



CITY OF RIVERTON
4 YEAR ANNUAL SUPPORT

Bid Date: 1/9/2024 -

Project Location: RIVERTON

Due to world conditions and supply chain issues, Dana Kepner Co. quotes are based on the manufacturers' pricing and availability at time of shipment. We urge that pricing be confirmed before delivery.

Quote: DP010924

TakeOff Name: TakeOff 1

Customer: CITY OF RIVERTON

Sales Rep: Dan Paulson

Phone: 307.259.0393

eMail: dpaulson@danakepner.com

Casper

1820 South Loop Avenue

Casper, WY 82601

Standard Hours: 7:00a to 5:00p Monday through Friday

Phone: 307.235.1300

On Call: 307.259.2483 | 307.259.5955

Assumptions

Riverton, City Of specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are subject to the Manufacturers' price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Clay Pipe and Fittings are Non-Returnable.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Manufacturer standard warranty applies.

Thank you for the opportunity to bid this project.

Quote Summary

ANNUAL SENSUS SUPPORT	YEAR TWO	\$17,837.12
	YEAR THREE	\$18,372.16
	YEAR FOUR	\$18,923.72
	YEAR FIVE	\$19,490.72
	ANNUAL SENSUS SUPPORT Total:	\$74,623.72
Total Quote before Taxes:		\$74,623.72

ANNUAL SENSUS SUPPORT

YEAR TWO

Qty	Unit	Description	Price	Total Price
1	1.0 EA	SENSUS YEAR TWO ANNUAL RNI SaaS FEE	\$8,918.56	\$8,918.56
2	1.0 EA	SENSUS YEAR TWO ANALYTICS ANNUAL FEE	\$8,918.56	\$8,918.56
				\$17,837.12

Total Units: 1.0

Average Cost per Each: \$17,837.12

YEAR THREE

Qty	Unit	Description	Price	Total Price
1	1.0 EA	SENSUS YEAR THREE ANNUAL RNI SaaS FEE	\$9,186.08	\$9,186.08
2	1.0 EA	SENSUS YEAR THREE ANALYTICS ANNUAL FEE	\$9,186.08	\$9,186.08
				\$18,372.16

Total Units: 1.0

Average Cost per Each: \$18,372.16

YEAR FOUR

Qty	Unit	Description	Price	Total Price
1	1.0 EA	SENSUS YEAR FOUR ANNUAL RNI SaaS FEE	\$9,461.86	\$9,461.86
2	1.0 EA	SENSUS YEAR FOUR ANALYTICS ANNUAL FEE	\$9,461.86	\$9,461.86
				\$18,923.72

Total Units: 1.0

Average Cost per Each: \$18,923.72

YEAR FIVE

Qty	Unit	Description	Price	Total Price
1	1.0 EA	SENSUS YEAR FIVE ANNUAL RNI SaaS FEE	\$9,745.36	\$9,745.36
2	1.0 EA	SENSUS YEAR FIVE ANALYTICS ANNUAL FEE	\$9,745.36	\$9,745.36
				\$19,490.72

Total Units: 1.0

Average Cost per Each: \$19,490.72

Material List

Prod ID	Description	Unit	Qty	Unit Price	Total Price
74TTHASFNS	SENSUS YEAR THREE ANNUAL RNI SaaS FEE	EA	1.0	\$9,186.08	\$9,186.08
74Y2ASFNS	SENSUS YEAR TWO ANNUAL RNI SaaS FEE	EA	1.0	\$8,918.56	\$8,918.56
74Y2SAEAFNS	SENSUS YEAR TWO ANALYTICS ANNUAL FEE	EA	1.0	\$8,918.56	\$8,918.56
74YFIASFNS	SENSUS YEAR FIVE ANNUAL RNI SaaS FEE	EA	1.0	\$9,745.36	\$9,745.36
74YFISANS	SENSUS YEAR FIVE ANALYTICS ANNUAL FEE	EA	1.0	\$9,745.36	\$9,745.36
74YFSAFNS	SENSUS YEAR FOUR ANNUAL RNI SaaS FEE	EA	1.0	\$9,461.86	\$9,461.86
74YFSANS	SENSUS YEAR FOUR ANALYTICS ANNUAL FEE	EA	1.0	\$9,461.86	\$9,461.86
74YTHSANS	SENSUS YEAR THREE ANALYTICS ANNUAL FEE	EA	1.0	\$9,186.08	\$9,186.08

Total before Taxes:

\$74,623.72

Advanced Metering Infrastructure (AMI)

Base Terms Agreement

between

**City of Riverton _____
("Customer")**

and

**Sensus USA Inc.
("Sensus")**

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

This Agreement shall commence on the Effective Date and continue for/until: December 31, 2029 ("Term"), provided that it may be extended for a longer period by mutual written agreement. (If nothing is inserted into this blank, the Term of the agreement shall be for ten (10) years after the Effective Date.)

Sensus USA Inc.

Customer: City of Riverton

By: _____

By: _____

Name: _____

Name: Tim Hancock

Title: _____

Title: Mayor

Date: _____

Date: January 16, 2024

Sensus project number: _____

Customer order acknowledgements shall be sent to:
[insert email address or fax number]

bthoman@rivertonwy.gov

Sensus quote number: _____ ("Quote")

This Quote is hereby attached to Exhibit F of the Agreement.

Sensus shall send all invoices to: [insert mailing address, email address, fax number, as applicable]

bthoman@rivertonwy.gov

AMI BASE TERMS AGREEMENT

1. **Terms of Sale.** This Agreement is governed by Sensus' Terms of Sale, available at: <http://www.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT ("Terms of Sale"). The Terms of Sale are incorporated into this Agreement as if fully set forth herein. By using the Sensus products and services, Customer hereby expressly acknowledges and accepts the Terms of Sale, including, but not limited to the Warranties, exclusive Remedies, and Limitation of Liability.
2. **Purchase of Equipment:** Customer shall purchase from Sensus and Sensus shall sell to Customer the quantities and types of Field Devices, RF Field Equipment, Server Hardware, and other goods (collectively, "Equipment") listed at the prices set forth in Exhibit F. Customer shall include the Sensus project number on all Purchase Orders. The project number for this Agreement is set forth on the first page..
3. **Installation of Equipment.** The parties shall have their respective obligations for the deployment and operation of the AMI System as set forth in the Statement of Work attached as Exhibit D.
4. **IT Systems Integration Services.** Integration of the Server Hardware into Customer's new or existing internal IT systems is not included in this Agreement. If Customer desires such services, Customer and Sensus shall agree on a price and a scope of work.
5. **Project Management.** Project Management of the AMI System deployment is not included in this Agreement. If Customer desires such services, Customer and Sensus shall agree on a price and a scope of work.
6. **Ongoing Maintenance of the System.**
 - a. **Field Devices.** Customer shall install the Field Devices at its End Users' premises, or other location as applicable. Customer shall first test and confirm that each socket to which a Field Device will be connected is in safe operating condition, is fully functional and is not "hot", damaged or otherwise in need of maintenance or repair.
 - b. **RF Field Equipment.** Customer shall be responsible for the ongoing monthly operations and expenses related to sitting of the RF Field Equipment, including any leasing costs, construction costs, taxes and costs of WAN Backhaul. Customer shall pay for electric power to the RF Field Equipment.
 - c. **Server Hardware.** If the Server Hardware is located on Customer's property, Customer shall allow Sensus 24x7x365 remote and physical access to the Server Hardware. Remote access to the Server Hardware must be through a high speed VPN.
 - d. **Customer Support.** Sensus shall provide Customer the customer support set forth in Exhibit A. Furthermore, Sensus shall provide the network support maintenance set forth in Exhibit B.
 - e. **Hosting Services and Support.** Sensus shall provide Customer with Hosting Services and Support, as defined in Exhibit G, ONLY if both: (i) Customer and Sensus have included Hosting Services and Support in this Agreement and the pricing for such services is listed in Exhibit F, and (ii) Customer is current in its payments for such services. If Sensus is providing Hosting Services and Support, the parties shall fulfill their respective obligations set forth in the Statement of Work attached hereto as Exhibit D, except to the extent that Sensus is required to provide the Hosting Services.
7. **Software License, Third Party Software and Software Maintenance.**
 - a. **License**
 - i. Subject to all the terms and conditions of this Agreement, Sensus hereby grants to Customer for the fee outlined in Exhibit F, a nonexclusive, non-transferable, royalty-bearing license under Sensus' intellectual property rights (the "Software License") to use the Software solely for the purposes of reading its own meters in the Service Territory (the "Permitted Use"). The Software License is personal to Customer and is nonsublicenseable to Affiliates or other third parties. Customer shall have no rights to the Software other than those expressly granted in this Section; this Software License contains no implied licenses. Customer shall not use the Software other than for the Permitted Use.
 - ii. Subject to all the terms and conditions of this Agreement that are applicable to Software and otherwise, and subject to the terms and conditions in Exhibit E, so long as Customer pays for use of certain Harris Software, Sensus hereby grants to Customer for the fee outlined in Exhibit F, a nonexclusive, non-transferable, royalty bearing license under Sensus' intellectual property rights (the "Harris Software License") to use the Harris Software solely for the Permitted Use. This Harris Software License is personal to Customer and is nonsublicenseable to Affiliates or other third parties. Customer shall have no rights to the Harris Software other than those expressly granted in this Section; this Harris Software License contains no implied licenses. Customer shall not use the Harris Software other than for the Permitted Use. Customer expressly agrees to the terms and conditions set forth in Exhibit E. For clarity, this subsection (ii) shall only apply so long as both; (i) pricing for Harris Software is included in Exhibit F to this Agreement; and (ii) Customer is current in its payments for the Harris Software.
 - iii. Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (a) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software,

related documentation, or any copy thereof; (b) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof. Sensus' suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License.

- iv. The Software License and the Harris Software License (if applicable) shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the Software or Harris Software (if applicable) other than for the Permitted Use.
- b. **Access to Software.** Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.
- c. **Third Party Software.**
 - i. In addition to the Software, Sensus shall provide Customer with the open source software listed in Exhibit E under the heading "Bundled Third Party Software" (the "Bundled Third Party Software").
 - ii. Exhibit E contains, under the heading "Non-Bundled Third Party Software", certain third party software ("Non-Bundled Third Party Software").
 - (a) If Sensus is providing the Hosting Services & Support, then Sensus will provide to Customer the Non-Bundled Third Party Software that is necessary for the proper operation of the AMI System.
 - (b) If Sensus is not providing the Hosting Services & Support, then Customer must license the Non-Bundled Third Party Software directly from third party licensors in order to operate the FlexNet System.
 - iii. Customer acknowledges that both the Bundled Third Party Software and the Non-Bundled Third Party Software is subject to various rights and restrictions in favor of or imposed by the licensors thereof and that Customer's use of the Bundled Third Party software and/or Non-Bundled Third Party Software is subject to all such rights and restrictions. Sensus provides no warranty, indemnity nor support of or in relation to any third party software. All such rights and obligations are a matter strictly between Customer and the relevant third party licensors.
- d. **Support and Maintenance.**
 - i. For so long as the Customer pays the Ongoing Fees, Sensus shall provide Customer with ongoing software Updates, ongoing software maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A.
 - ii. If Sensus is providing the Hosting Services & Support, then Sensus will provide Customer with ongoing software Upgrades without additional cost. If Sensus is not providing the Hosting Services & Support, then Upgrades are not included hereunder and shall be priced separately.
 - iii. Sensus will support and will maintain compatibility with the most recently released Upgrade ("Current Upgrade") and all Updates released after the release of the Current Upgrade. Sensus will continue to support the previous Upgrade ("Previous Upgrade") and all Updates available after the release of the Previous Upgrade but before the release of the Current Upgrade for one year after the release of the Current Upgrade. If Customer requires support for versions that were released earlier than the Previous Upgrade or requires support for the Previous Upgrade beyond one year, Customer's Ongoing Fees for software maintenance shall increase by thirty-three percent (33%) per year until Customer upgrades to a supported version of the Software.
- e. **Effect of Termination.** Upon the termination of the Software License, all rights of the Customer to use the Software shall immediately cease and Customer shall promptly remove and return to Sensus all copies of the Software and any related documentation and shall instruct all its employees that further use of the Software is prohibited.
- f. **Intellectual Property.** Sensus and/or its supplier (as applicable) shall own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation. To the extent, if any, that any ownership interest in and to such Intellectual Property 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 Intellectual Property.
- g. **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.

8. Spectrum

- a. **Spectrum Lease.** Pursuant to the terms of this Agreement and the rules of the Federal Communications Commission (“FCC”), Sensus shall cause Sensus Spectrum LLC (“Lessor”) to lease (the “Spectrum Lease”) to Customer (“Lessee”) suitable 900 MHz frequency(ies) (“FCC Licenses”) to operate the AMI system within Customer’s Service Territory. Lessor shall grant such Spectrum Sublease on a nonexclusive basis, solely for the Permitted Use and solely within the Service Territory. Such Spectrum Lease shall be a long-term spectrum manager lease pursuant to 47 C.F.R. § 1.9020, or any successor rule. Lessee shall not use the spectrum leased hereunder (the “Channels”), or cause or permit the Channels to be used at any location outside the Service Territory or for any purpose other than the Permitted Use. Except upon Lessor’s express written consent, Lessee shall not sublease, license, assign or transfer the Channels or the Spectrum Lease or otherwise authorize the use of the Channels to any other entity or individual except for an affiliate under Customer’s control. Lessor shall retain de jure and de facto control of the respective Channels and the FCC Licenses.
- b. **Representations and Warranties.** Lessee represents and warrants that (i) it and any applicable affiliate are eligible, and will continue to satisfy all FCC eligibility requirements to operate on the Channels, (ii) any applicable affiliate will comply with the terms and conditions of this Agreement, and (iii) it and any applicable affiliate have all right, title and authority to enter into and perform the Spectrum Lease. Sensus represents and warrants that (w) Lessor is a wholly owned subsidiary of Sensus, (x) Lessor will comply with applicable terms and conditions of this Agreement, (y) Lessor holds the FCC Licenses and (z) Lessor has all right, title and authority necessary to grant and perform the Spectrum Lease.
- c. **FCC Compliance.** Pursuant to 47 C.F.R. § 1.9045(a), Lessor and Lessee acknowledge and agree that (i) Lessee shall comply at all times with FCC rules governing the FCC Licenses and the Spectrum Lease and other applicable law, the Spectrum Lease may be revoked, cancelled, or terminated by Lessor or the FCC if Lessee fails to comply with applicable requirements; (ii) if one or more of the FCC Licenses is revoked, cancelled, terminated or otherwise ceases to be in effect, Lessee has no continuing authority or right to use the Channels unless otherwise authorized by the FCC; (iii) the Spectrum Lease is not an assignment, sale or transfer of the FCC Licenses; (iv) the Spectrum Lease shall not be transferred or assigned except upon prior written approval of Lessor which approval may be withheld in Lessor’s discretion and in any event shall not be assigned or transferred to any entity that is ineligible or unqualified under FCC rules to become a party to the Spectrum Lease; and (v) Lessor shall not consent to any assignment or transfer of the Spectrum Lease unless such assignment or transfer complies with applicable FCC rules and regulations. Lessee shall comply with all directives by Lessor regarding the use of the Channels. Lessee shall comply with FCC obligations that apply to it as a result of its own status as a service provider, including but not limited to the payment of any regulatory fees. Lessee shall cooperate fully with any inspection, investigation or inquiry conducted by Lessor or the FCC. Lessor shall retain such working control over the FCC Licenses and the Channels, as is required by the FCC and shall be responsible to the FCC for ensuring that Lessee complies with the Act. If necessary in Lessor’s sole judgment to prevent or minimize interference, or as directed by the FCC, Lessee shall immediately cease or suspend operations as directed. If Lessor or the FCC determines that there is any violation of the FCC’s rules or that Lessee’s system is causing harmful interference, Lessor may upon notice take steps to remedy the violation, resolve the interference, suspend or terminate operations, or take such other measures as Lessor deems in its sole discretion necessary to prevent further harmful interference until the situation can be remedied. Lessor shall retain the right to inspect, upon advance notice and at reasonable business hours, if practicable, Lessee’s premises to ensure compliance with the requirements of Lessor or the FCC. Lessor shall make all contact with and be solely responsible for the submission of all applications and other filings to the FCC and other government agencies related to the FCC Licenses and the Channels.
- d. **Spectrum Fee.** Lessee shall pay Sensus the fees set forth in Exhibit F for use of the Channels.
- e. **Term of Spectrum Lease.** Promptly and in any event no later than fourteen (14) days after the Effective Date, Lessor shall notify the FCC of the Spectrum Lease. The Spectrum Lease shall become effective when the FCC accepts, or time has passed for the FCC to disapprove the Spectrum Lease (usually no more than 21 days after submission of the notification). The Spectrum Lease shall terminate immediately upon the termination or expiration of this Agreement, unless otherwise terminated as provided herein. The FCC may (i) reconsider or otherwise investigate and terminate this Spectrum lease; (ii) order Lessor to terminate this Spectrum Lease; (iii) order Lessee to cease some or all operations in connection with its use of the Channels Lessor or the FCC may terminate this Spectrum Lease in the event that Lessee fails to comply with the terms of this Spectrum Lease or applicable FCC requirements. This Spectrum Lease shall terminate automatically, to the extent that one or more of the FCC Licenses is canceled, revoked, not renewed or otherwise terminated for any reason. Either party may terminate this Spectrum Lease upon the material breach or default of the other party. Lessor will use best efforts to maintain the FCC Licenses in good standing and to have the FCC Licenses renewed at the end of their respective license term. Subject to other termination provisions affecting the Spectrum Lease, when the term of this Agreement runs beyond the then-current term of the FCC Licenses, the Spectrum Lease will automatically extend during the pendency of Lessor’s application to renew the FCC Licenses and, where the FCC Licenses are renewed, the Spectrum Lease will extend until the expiration or termination of this Agreement.
- f. **Equipment.** Lessee agrees to and shall use only equipment provided by or expressly authorized by Sensus on the

Channels. Lessee agrees to and shall meet all requirements of the FCC as may be adopted and/or modified from time-to-time. Lessor shall have the right to approve all equipment installations for compliance with these requirements prior to Lessee's use of the Channels. Lessee shall notify Lessor within five days after completion of any infrastructure installations for use with the Channels and shall keep Lessor apprised on an ongoing basis of the status of all such installation.

- g. **Copies.** Lessor and Lessee each shall maintain and shall make available to the FCC, upon its request, a copy of this Article 8, Spectrum.
 - h. **Indemnification.** Lessee shall indemnify and hold harmless Sensus and its Affiliates, and Sensus' and Sensus' Affiliates' officers, directors, employees and agents from all liabilities, claims, costs, damages, fines, forfeitures and expenses arising out of; (i) any breach or claimed breach of any representation, warranty, obligation or performance of Lessee under this Spectrum Lease; (ii) any actions by Lessee that are inconsistent with Lessor's obligations to the FCC; or (iii) Lessee's use, operation or maintenance of the Channels.
 - i. **Third Party Beneficiary.** The provisions of this Article 8, Spectrum, are for the benefit of the parties. Notwithstanding the foregoing, Sensus and its Affiliates, and Sensus' and Sensus' Affiliates' entities, officers, directors, employees and agents are intended third party beneficiaries of this Spectrum Lease. No other persons or entities are intended as beneficiaries and none shall have any right to enforce or benefit from the provisions of this Agreement.
 - j. **Additional Documents.** Each party shall cooperate with the other and shall execute additional documents as may be reasonably necessary in order to carry out the provisions of this Article 8, Spectrum.
9. **Payment.** All payment and pricing is subject to the terms in Exhibit F and Terms of Sale.
10. **Limitation of Liability.**
- a. 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.
 - b. 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 (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.
 - c. 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.
 - d. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
11. **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 license and spectrum license shall immediately cease.
12. **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.
13. **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.
14. **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.
15. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
16. **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.

17. **Four Corners.** This written Agreement, together with the Terms of Sales and the General Limited Warranty, 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. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations of Sensus 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.
18. **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.
 - b. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - c. **"Available Meter"** means an installed Sensus FlexNet meter or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria:
 - i. it functions properly, is powered and is not a damaged or failed meter;
 - ii. it is in a deployment area of meters for Customer such that a sufficient number of two-way meters are in range of each other;
 - iii. it is serviced by a tower FlexNet Base Station or Echo Transceiver or Remote Transceiver that has not been subjected to a power failure greater than eight (8) total hours;
 - iv. neither it nor the FlexNet Base Station, Echo Transceiver or any other network equipment that serves that meter has been affected by a Force Majeure event;
 - v. illegal or unauthorized jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter;
 - vi. it is installed in the Service Territory;
 - vii. it has not been reported to Customer under Sensus' or Customer's preventative maintenance;
 - viii. its functioning or performance has not been adversely affected by a failure of Customer to perform its obligations or tasks for which it is responsible under this Agreement, including, but not limited to, testing and confirming that the socket to which the meter is connected is in safe operating condition, is fully functional and is not "hot", damaged or otherwise in need of maintenance or repair;
 - ix. its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of Customer for communications among the components of the Sensus AMI System; and
 - x. it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
 - d. **"Billing Window"** for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day.
 - e. **"CPI"** means the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index. Any CPI increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%).
 - f. **"DA Devices"** identifies RTMs and RTUs.
 - g. **"DA Software"** identifies the Sensus software listed in Exhibit E under the heading "DA Software" and any Updates and Upgrades that are provided to Customer pursuant to the terms of this Agreement ONLY TO THE EXTENT (i) pricing for the DA Software is specifically included in Exhibit F to this Agreement; and (ii) Customer is current in its payments for DA Software.
 - h. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - i. **"End User"** means any end user of electricity/water/gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - j. **"Field Devices"** means the meters, SmartPoint Modules, DA Devices (if applicable) and HAN Devices (if applicable).
 - k. **"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 Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication.
 - l. **"FlexWare™ Software"** identifies the Sensus software listed in Exhibit E under the heading "FlexWare™ Software" and any Updates and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - m. **"HAN Devices"** identifies the programmable controllable thermostats (PCTs) and the in-home displays (IHDs).
 - n. **"Harris Software"** means the software listed in Exhibit E under the heading "Harris Software" ONLY TO THE EXTENT (i) pricing for the Harris Software is specifically included in Exhibit F to this Agreement; and (ii) Customer is current in its payments for Harris Software
 - o. **"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.
- p. **"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, 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.
 - q. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term as set forth on Exhibit F.
 - r. **"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.
 - s. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - t. **"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.
 - u. **"RTMs"** identifies the telemetric remote telemetry modules.
 - v. **"RTUs"** identifies telemetric remote telemetry unit.
 - w. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
 - x. **"Server Hardware"** means the RNI hardware.
 - y. **"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 take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
 - z. **"Software"** means the Sensus software listed in Exhibit E under the heading "Sensus Software List" and any Updates and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - aa. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
 - bb. **"Unavailable Meters"** include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include:
 - i. Cut At Pole: a meter for which power has been turned off to the socket by Customer.
 - ii. Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off.
 - iii. Failed or flawed power delivery to the meter socket: Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter.
 - iv. Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter.
 - v. Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts.
 - vi. Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit can not complete the inductive electrical connection.
 - vii. Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection.
 - viii. Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section.
 - ix. Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit.
 - x. Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts.
 - xi. Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts.
 - xii. Data Base errors: the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed.
 - xiii. Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system.
 - xiv. Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
 - cc. **"Updates"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found in the last two previous minor or major releases of the Software.
 - dd. **"Upgrades"** means all releases of new versions of the Software which constitute a significant improvement in functionality or architecture of the Software.
 - ee. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A

Customer Support

1. Introduction

Sensus 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, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 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 8:00AM EST to 6:00PM 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 SensusCare 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 in which the call originated. 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 SensusCare for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, 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).
 - 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: 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.
 - Sev4** Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.
Examples: Minor system issues, general questions, and "How-To" questions Brief description of questions, problem symptoms, or error messages depending on nature of the incident.

- b. Brief description of questions, problem symptoms, or error messages depending on nature of the incident.
- 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-serve basis. A first 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 SensusCare 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.

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.	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SensusCare Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SensusCare Knowledge Base.
3	1 Business Day	90 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into SensusCare Knowledge Base. Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> Answer to question is provided. Fix or workaround incorporated into SensusCare Knowledge Base.

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. 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.
 - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SensusCare ticket number and the reason why the issue is being escalated.
 - 6.1.3. 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 SensusCare ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service/contracts.
- 7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.
- 7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard customer support program but may be provided as a fee-based service.
- 7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.5. 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 maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Exhibit B

Network Support Maintenance

Sensus' Network Support Maintenance consists of the following:

1. Use of the Required Licensed Spectrum

- a. The requirements and services pertaining to use of the licensed spectrum are as set forth in the spectrum license in the Agreement.

2. Training offerings

- a. Training will be made available to the Customer for the fees set forth in Exhibit F (if there are no fees set forth in this Agreement, then Sensus' standard pricing will apply). The number of the Customer's attendees Sensus will train is limited to available class space.
- b. Training will be conducted at either Sensus University (in Raleigh, NC), or at a location specified by the Customer if a larger classroom or lecture hall is needed.
- c. Training will be provided by a qualified person and will include support materials.

3. FlexNet Base Station, Echo Transceivers & Remote Transceivers Spare and Replacement parts

- a. Sensus shall deliver to the Customer the RF Field Equipment spare parts needed from time to time by the Customer to replace non-functioning RF Field Equipment parts in the field. If the relevant part needs replacing due any reason other than; (i) Force Majeure; (ii) modifications or repairs made by person(s) other than Sensus or person(s) approved by Sensus; or (iii) any action or inaction of the Customer or its subcontractors; then the spare parts shall be supplied and delivered at no cost to the Customer. If the replacement is due to Force Majeure, modifications or repairs made by person(s) other than Sensus or person(s) approved by Sensus, or any action or inaction of the Customer or its subcontractors, then the Customer shall separately pay for the purchase and delivery of the spare part at Sensus' then current prices. Notwithstanding anything to the contrary herein, Sensus will not provide labor pursuant to this section.

4. Ongoing Backup Maintenance Expertise for FlexNet Base Stations

- a. The Customer shall provide trained and qualified technician for preventative maintenance on FlexNet Base Stations and maintenance of the FlexNet Base Stations in a first responder role. Sensus shall provide back-up telephone support and on-site expertise for problems that the Customer cannot resolve in its first responder role despite reasonable commercial efforts.

5. Network Application Engineering Support

- a. Sensus shall assist the Customer in planning, execution, and implementation of future commercial releases of Sensus software related to the FlexNet Base Station and RNI.

6. Network Operations Support

- a. Sensus Technical Services will offer support services through its trouble management system to resolve any technical support issues for the AMI system.
- b. Support tickets may be created and reviewed via the Sensus Help Desk (1-800-METER-IT, Option #2), email communications to Technical Services' support engineers, or the customer web portal.
- c. Support services are offered twenty-four hours a day, seven days a week, along with on-call IT and radio frequency support engineers to support technical issues after hours.
- d. Support Response Time: Following the initial call, a follow-up response to the support issue will be provided according to the response times set forth in Exhibit A to this Agreement.
- e. The Sensus Customer web portal also offers access to technical and user documentation and a built in knowledge database in which users may find answers to common deployment, commissioning, operations, and maintenance issues.
- f. Sensus has its online User Forum through which the Sensus FlexNet User Group (SFUG) community may ask questions of other users or search and research threads posted by other utility users.
- g. On-site support may be requested for up to a total of twelve on-site days per year. Emergency on-site support shall be provided according to terms set forth in Exhibit F to the Software License and Support Agreement. Non-emergency on-site response shall be arranged within a mutually agreed upon timeframe.

7. Technical Documentation

- a. Sensus shall provide technical documentation on all elements of the system including meters, FlexNet Base Stations, RNIs, installation tools, databases and software.

8. Sensus Subject Matter Experts

- a. Sensus shall provide the Customer with reasonable, ongoing, no-charge access to Sensus subject matter experts to assist the project team with ongoing technology issues and provide training and updates regarding metrology, networking, and RNI systems.

Responsibilities under the Network Support Maintenance Program are segregated as follows:

1. Sensus at its own expense shall:

- a. Provide technical support to the Customer from centralized customer support center organization.

2. The Customer at its own expense shall:

- a. Operate the AMI System, including the RNI and all network components.
- b. Deliver AMI data to other the Customer processes.
- c. Provide resource and preventative maintenance monitoring, analyze the day to day performance of the network, identify issues, and initiate corrective actions.
- d. Manage ongoing data capacity to set the appropriate modes of operation in each meter in order to maximize reliability, the number of meters and meter types served, and overall meter message throughput.
- e. Provide a suitable VPN type connection to the RNI to facilitate Sensus' ability to perform their obligations and to provide support to the Customer.
- f. Conduct a visual inspection of the RF Field Equipment once every eighteen (18) months.

Exhibit C System Acceptance Test

Objective

The objective of the System Acceptance Test is to verify that the AMI System will operate and meet or exceed the criteria set forth in this Exhibit. All capitalized words not defined in this Exhibit shall have the meaning set forth in the Agreement to which this Exhibit is attached. The System Acceptance Test shall consist of the Test Equipment and such additional goods as set forth below. "Test Equipment" means the number of RF Field Equipment and RNIs set forth in the propagation study completed by Sensus. The parties will jointly administer the System Acceptance Test. Customer may choose to waive testing of any requirement if it believes that such testing is unnecessary. Should any specific test be waived, such test shall be deemed to have passed.

The System Acceptance Test shall consist of the following tests, only to the extent the below tests are applicable (for example, the Gas Acceptance Test is not applicable if the Customer has not purchased gas SmartPoint Modules from Sensus):

1. Electricity Acceptance Test
2. Water Acceptance Test
3. Gas Acceptance Test

For all tests below, Sensus will calculate the applicable performance requirements using the existing software features within the AMI System. Unless stated otherwise below, any disputes regarding the performance of the AMI System shall be settled using printouts of meter read data from the RNI's database ("RNI Database").

1. Electricity Acceptance Test

After the Effective Date, Customer shall deploy the Test Equipment and a mutually agreed number of Sensus electricity meters ("Electricity Test Meters"), all installed in mutually agreed locations within Customer's Service Territory (collectively, the "Electricity Deployment"). Customer shall send written notice to Sensus after the Electricity Deployment is complete. Such notice shall indicate the date on which the Electricity Deployment is completed.

Within thirty (30) days after Electricity Deployment, the parties shall begin the Electricity Acceptance Test on the Electricity Test Meters. The tests in this section shall only be conducted on Electricity Test Meters, which only include deployed electricity Available Meters. Customer and Sensus will work in good faith to complete the Electricity Acceptance Test no later than ninety (90) days after commencement of testing. The Electricity Acceptance Test shall consist of the following subtests listed under "Sub-Test Specifications." Upon satisfactory completion of each of the tests, the AMI System will be deemed to have passed the Electricity Acceptance Test. Notwithstanding anything to the contrary, the Electricity Acceptance Test shall be deemed completed and passed in its entirety no later than three (3) years after the Effective Date. Each test is described in detail below.

Sub-Test Specifications

A. **Electricity Read Success.**

The Electricity Read Success will test whether Available Meters deliver billing meter reads within the Billing Window. Electricity Read Success shall only include Electricity Test Meters that are Available Meters throughout the entire Billing Window. This test is achieved when Electricity Read Success reaches a level of 98.5% successful reads during a Billing Window that is based on an agreed billing day.

$$\text{Electricity Read Success} = 100 \times ((\text{number of Electricity Test Meters read during the Billing Window}) / (\text{Electricity Test Meter population})).$$

If Electricity Read Success is equal or greater than 98.5, then Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the Electricity Read Success test, such notice shall specify the date on which the test is completed.

B. On Demand Read.

The purpose of On Demand Read is to test whether Available Meters provide an on demand read within an average of forty-five (45) seconds of the request time. On Demand Read shall only include Electricity Test Meters that are Available Meters throughout the entire On Demand Read test period. This test is achieved when the mutually agreed statistical sample of Electricity Test Meters responds to an on demand read request within an average of forty-five (45) seconds of the request.

To perform the test, Customer shall request one on demand read from each Electricity Test Meter in the statistical sample one time, at times mutually agreed by the parties. Customer shall time the Electricity Test Meter's response to the request. The parties shall complete this sub-test no later than two days after commencement.

Average On Demand Read = (total response time to the on demand read request for all Electricity Test Meters in the statistical sample) / (total number of Electricity Test Meters within the mutually agreed statistical sample).

If Average On Demand Read is equal or less than forty-five (45) seconds, then Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the On Demand Read test, such notice shall specify the date on which the test is completed.

Completion of Electricity Acceptance Test

Each of the above tests shall be successfully completed or waived for the Electricity Acceptance Test to be satisfied. Upon successful completion of each of the above described tests, or waiver thereof, Customer shall promptly issue written notice to Sensus. Such notice shall state that Sensus has successfully completed the Electricity Acceptance Test and the notice shall state the date on which the Electricity Acceptance Test was completed.

If Sensus does not successfully complete any one of the above tests, Customer shall promptly issue written notice to Sensus, describing the reason for Sensus' failure. Sensus shall have a reasonable time to cure such defects. Sensus shall provide notice to Customer when the defects are cured and the parties shall re-perform the failed tests.

Sensus has no obligation to continue optimizing the system and meeting performance specifications upon the earlier of (a) completion of the Electricity Acceptance Test, and (b) the three year anniversary of the Effective Date.

2. Water Acceptance Test

The objective of Water Acceptance Test is to verify that the water meters and water SmartPoint Modules in the AMI System, when actually installed in specific, mutually agreed reading routes (each a "Route"), will operate and meet or exceed the criteria set forth below. The test is intended to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of water Available Meters ("Water Route Units"). Water Route Units only includes the water Available Meters installed in the applicable Route.

Before beginning the Water Acceptance Test, the Test Equipment must be installed in locations defined in the propagation study. Additionally, all Water Route Units must be installed. Customer shall send written notice to Sensus once all Water Route Units are installed ("Water Deployment Date").

Within thirty (30) days after the Water Deployment Date, the parties shall begin the Water Acceptance Test on the Water Route Units. Customer and Sensus shall work in good faith to complete the Water Acceptance Test no later than thirty (30) days after commencement of testing. The tests in this section shall only be conducted on Water Route Units, which only include deployed water Available Meters. Notwithstanding anything to the contrary, the Water Acceptance Test shall be deemed completed and passed in its entirety no later than three (3) years after the Effective Date.

Testing Specifications - Water Read Success

The Water Read Success will test whether water Available Meters deliver billing reads within the Billing Window. Water Read Success shall only include Water Route Units that are Available Meters throughout the entire Billing Window. This test is achieved when Water Read Success reaches a level of 98.5% successful reads during a mutually agreed upon Billing Window.

$$\text{Water Read Success} = 100 \times ((\text{number of Water Route Units read during the Billing Window}) / (\text{Water Route Units population})).$$

If Water Read Success is equal or greater than 98.5, then Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the Water Read Success test for the applicable Route. Such notice shall specify the applicable Route and shall state the date on which the Water Read Success test was successfully completed. This process shall continue until all Routes have successfully completed the Water Acceptance Test.

Completion of Water Acceptance Test

Once all Routes have successfully completed the Water Acceptance Test, Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the Water Acceptance Test for all Routes. Such notice shall specifically state that the test is successfully completed for all Routes, and shall state the date on which the test was completed for all Routes.

Sensus has no obligation to continue optimizing the system and meeting performance specifications upon the earlier of (a) all Routes successfully completing the Water Acceptance Test; and (b) the three year anniversary of the Effective Date.

3. Gas Acceptance Test

The objective of Gas Acceptance Test is to verify that the gas meters and gas SmartPoint Modules in the AMI System, when actually installed in specific mutually agreed reading routes (each a "Route"), will operate and meet or exceed the criteria set forth below. The test is intended to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of gas Available Meters ("Gas Route Units"). Gas Route Units only includes the gas Available Meters installed in the applicable Route.

Before beginning the Gas Acceptance Test, the Test Equipment must be installed in locations defined in the propagation study. Additionally, all Gas Route Units must be installed. Customer shall send written notice to Sensus once all Gas Route Units are installed ("Gas Deployment Date").

Within thirty (30) days after the Gas Deployment Date, the parties shall begin the Gas Acceptance Test on the Gas Route Units. Customer and Sensus shall work in good faith to complete the Gas Acceptance Test no later than thirty (30) days after commencement of testing. The tests in this section shall only be conducted on Gas Route Units, which only include deployed Gas Available Meters. Notwithstanding anything to the contrary, the Gas Acceptance Test shall be deemed completed and passed in its entirety no later than three (3) years after the Effective Date.

Testing Specifications - Gas Read Success

The Gas Read Success will test whether gas Available Meters deliver billing reads within the Billing Window. Gas Read Success shall only include Gas Route Units that are Available Meters throughout the entire Billing Window. This test is achieved when Gas Read Success reaches a level of 98.5% successful reads during a mutually agreed upon Billing Window.

$$\text{Gas Read Success} = 100 \times ((\text{number of Gas Route Units read during the Billing Window}) / (\text{Gas Route Units population})).$$

If Gas Read Success is equal or greater than 98.5, then Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the Gas Read Success test for the applicable Route. Such notice shall specify the applicable Route and shall state the date on which the Gas Read Success test was successfully completed. This process shall continue until all Routes have successfully completed the Gas Acceptance Test.

Completion of Gas Acceptance Test

Once all Routes have successfully completed the Gas Acceptance Test, Customer shall promptly issue written notice to Sensus that Sensus has successfully completed the Gas Acceptance Test for all Routes. Such notice shall specifically state that the test is successfully completed for all Routes, and shall state the date on which the test was completed for all Routes. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon the earlier of (a) all Routes successfully completing the Gas Acceptance Test; and (b) the three year anniversary of the Effective Date.

Results

The applicable above tests shall be successfully completed or waived for the System Acceptance Test to be satisfied. Upon successful completion of each of the applicable above described tests, or waiver thereof, System Acceptance is deemed to have occurred, and Customer shall promptly issue written notice to Sensus of System Acceptance. Such notice shall state the date on which Sensus successfully completed the System Acceptance Test.

If Sensus does not successfully complete any one of the applicable above tests, Customer shall promptly issue written notice to Sensus, describing the reason for Sensus' failure. Sensus shall have a reasonable time to cure such defects. Sensus shall provide notice to Customer when the defects are cured and the parties shall re-perform the failed test(s).

Exhibit D Statement of Work

General Responsibilities

Sensus will:

1. Coordinate all FlexNet installation activities with Customer and be the main contact point between Customer and Sensus during deployment. The project manager will also coordinate all installation activities with the Sensus field engineers and contract installation crews hired by Sensus to install any equipment that is the responsibility of Sensus.
2. Conduct a propagation study to determine the locations best suited for installation of the FlexNet Base Station's and to ensure proper communications with end point transmitters and the RNI.

Customer will:

1. Provide a key point of contact for project management activities to work with Sensus to help facilitate a timely installation of the FlexNet system.
2. Provide Sensus a map of its Service Territory with latitude and longitude ("lat/lon") coordinates of its Service Territory boundaries, a list of meter locations, and a list of preferred Customer tower locations.
3. Work with Sensus to develop a shipping schedule to include network and metering components for the Sensus AMI System. The shipping schedule will be updated at least quarterly, but may be updated on a more frequent basis as implementation proceeds. The shipping schedule shall identify each geographic area of the deployment, the specific locations of meters (street addresses and/or lat/lon if available) in that area, and the estimated date of installation in that area. The plan shall estimate the number of meters by Sensus part number and form type to be installed for each quarter of the project until completion.
4. Be responsible for monthly fees associated with the network access for all sites where network access is needed.
5. Provide communications link (high speed DSL is preferred) between the RNI and the FlexNet Base Station.
6. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to Customer's internal network.
7. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
8. Be responsible for applying for and purchasing any needed work permits.

RNI Responsibilities

Sensus will:

1. Install the RNI hardware. The RNI consists of two servers which have mounting hardware and can be installed into a standard rack or rack cabinet. If Customer has a suitable rack cabinet with adequate space, then Sensus can install the hardware on such rack, if approved by Customer. Each server requires 1 rack space (3 rack spaces would be needed to accommodate ancillary equipment). Customer will instruct Sensus as to the desired location for the RNI installation.
2. Supply and configure the RNI hardware and data management software necessary to operate on the RNI hardware.
3. Stage all Software and configure the RNI hardware for operation with the AMI System.
4. Install the RNI hardware, test, and verify proper network connectivity to access the FlexNet Base Station.
5. Commission the RNI hardware and software and provide training to operate the software and manage the RNI to identified personnel at Customer's location.

Customer will:

1. Purchase all needed RNI computer equipment.
2. Provide a location for the RNI servers.
3. Provide a cabinet to house the servers when rack space is not available.
4. Provide the network cabling from servers to a network router.
5. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the FlexNet Base Station site.
6. Provide the necessary static IP addresses for the AMI System components.
7. Provide a power source for the RNI hardware equipment.
8. Secure a suitable contractor to connect the data management software to the billing system to allow for data

to be imported for billing purposes.

9. Allow a minimum of thirty (30) to forty-five (45) days from the time the FlexNet Base Station, RNI and sufficient endpoints have been operational before requiring that data be used for billing purposes.
10. Provide any necessary equipment should the Customer require system backup.
11. Perform system backup on a regular basis as recommended by Sensus.
12. Be responsible to assure that the servers provided for the FlexWare Software application are provided for the exclusive use of the AMI System. Customer cannot add, and/or delete applications within the FlexWare Software or the servers that house the software without the prior, written approval of Sensus.
13. Provide 24x7x365 high speed VPN connection to the RNI computer and FlexNet Base Station network by authorized Sensus AMR Technical Services personnel for the purpose of performing system maintenance, troubleshooting and system monitoring (if Customer prefers, they can require that Sensus personnel coordinate with them to have a remote login port opened only during the period Sensus requires access)

FlexNet Base Station Site Responsibilities

Sensus will:

1. Determine the correct FlexNet Base Station configuration for the project and provide project management for the deployment of FlexNet Base Stations. FlexNet Base Stations are available in three configurations: indoor, outdoor and rack mounted.
2. Identify and hire a qualified installation team to install and commission the FlexNet Base Station equipment and make final end connections to the equipment for an agreed upon installation fee.
3. Provide the FlexNet Base Station and antennae sufficient to receive meter data and provide the meter data to the RNI via Customer's provided network.
4. Provide the following equipment for the FlexNet Base Station installation: (a) Antel BCD-87010 Omni Directional Antenna or appropriate panel antenna as required, (b) up to 400 feet of 7/8" coaxial cable per FlexNet Base Station location, (c) N/F connectors for 7/8" coaxial cable required for antenna installation connection, (d) jumpers required to attached antenna to coax and to FlexNet Base Station (length of Jumper to be determined by individual site), (e) RF Polyphaser surge current arrestor, (f) grounding Kits for 7/8" coaxial cable, (g) #6 stranded grounding wire for grounding FlexNet Base Station Cabinet, (h) antenna mount and standoff for antenna installation, (i) hoisting grips to install coaxial cable and to support coax cable, (j) equipment required to pickup, transport and install FlexNet Base Station on Platform, and k) one (1) hoisting grip per coax cable and hangars as needed.
5. Have access to a ground field (supplied by Customer) to properly ground the FlexNet Base Station and antenna equipment.
6. Mount the FlexNet Base Station cabinet (if needed) to the structure provided and identified by Customer.
7. Make all data and power terminal, and antennae connections at the FlexNet Base Station Cabinet. This includes the connection from the power source (supplied by Customer) and connection of the CAT 5 data line (supplied by Customer) from the network access point at the site.
8. Provide all strapping hardware needed to run the data and power cables from the base of the FlexNet Base Station site to the antennae if needed.
9. Install the antenna at an agreed-upon location on the antenna structure.
10. Provide and install Andrew 7/8" coaxial cable from each FlexNet Base Station location to antenna mount location. Coax will be installed on the appropriate leg of tower or mounting structure.
11. Provide and install antenna mount with a 3 foot stand-off for the antenna installation.
12. Mount the Sensus provided Antel BCD-87010 or appropriate panel antenna for installation.
13. Install the Sensus provided RF Polyphaser and bond it to the ground buss entry location.
14. Install a 6 foot jumper from polyphaser entry port of FlexNet Base Station duplexer.
15. Ground the FlexNet Base Station to common ground with appropriate #6 ground wire and appropriate ground lugs.
16. Program and commission the FlexNet Base Station for proper operation.
17. Sweep the antenna and coax line to ensure conformance to Sensus' published specifications.
18. Perform drive-by testing to verify coverage.
19. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will mutually agree to a scope of work prior to installation.

Customer will:

1. Provide an area at the FlexNet Base Station site for installation if the FlexNet Base Station is to be installed at a Customer provided site and prepare the site as follows:
 - a) The site must have a network connection available for the FlexNet Base Station to communicate with RNI. The Ethernet connector on the FlexNet Base Station unit is an RJ-45 type, 10/100 auto signaling rate.

- Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the FlexNet Base Station such as Juniper router / firewall, switches, etc. will be Customer provided.
- b) Customer will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.).
 - c) Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
 - d) An Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
 - e) An Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on FlexNet Base Station.
 - f) An Outdoor site shall have installation of FlexNet Base Station concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb./ sq.inch.
 - g) An Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
 - h) The site must have all RF and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended; Motorola R-85 grounding specification preferred.
 - i) Customer to supply a cable bridge between the antenna mounting structure and the indoor/outdoor FlexNet Base Station site if and as needed.
2. Provide the necessary trenching of the power line, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
 3. Provide network access at the site where the FlexNet Base Station is to be installed. Customer should consult with a Sensus representative regarding the available options for network connections between FlexNet Base Station and RNI.
 4. Provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
 5. Provide any conduit or trenching needed to run the data cable to the FlexNet Base Station. Customer is responsible to assure that data cable is located within 1 foot of the final location of the FlexNet Base Station.
 6. Provide padlocks at each FlexNet Base Station location for security purposes.
 7. Install grounding material at the location of the FlexNet Base Station installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the FlexNet Base Station.
 8. Provide access to a proper ground field at the FlexNet Base Station site to enable Sensus to properly ground the FlexNet Base Station and antenna equipment.
 9. Be responsible for getting access/permission to any structure that is not owned by Customer.

Echo Transceiver / Remote Transceiver Responsibilities

Sensus will:

1. Provide mounting brackets for installation.
2. Identify the optimum location to install the Echo Transceiver/Remote Transceiver and communicate those locations to Customer.
3. Echo Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Station's and endpoints have been installed and it is apparent that additional infrastructure in the form of Echo Transceivers/Remote Transceivers is required to optimize system performance.

Customer will:

1. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
2. Install the Echo Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.
3. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
4. Provide adequate electricity to the Echo Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for Echo Transceiver/Remote Transceiver operations.
5. Be responsible for on-going maintenance and support of the equipment after installation.

Endpoints & Field Installation Responsibilities

Customer will:

1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third party meter.
2. Customer is responsible for the safe installation of the Endpoints and shall first test and confirm that each socket to which an Endpoint will be connected is in safe operating condition, is fully functional and is not "hot", damaged or otherwise in need of maintenance or repair.
3. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.
4. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Endpoints.
5. Visit and troubleshoot Endpoints that are not reporting into the system. Investigate any non-reporting Endpoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
6. Assign an internal and/or installation contractor auditor to ensure installation work is correct. Sensus will train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting Endpoints and installation errors.
7. Once the installer has completed troubleshooting of installation issues, Sensus will investigate the remaining Endpoints to identify and fix any coverage issues.
8. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.
9. Be responsible to rent or purchase approved handheld programming devices in sufficient quantities to meet the demands of the installers.

Exhibit E

Software and RNI Hardware Listing

THIRD PARTY SOFTWARE		
	Software	Version
BUNDLED THIRD PARTY SOFTWARE	Apache Tomcat	Version 5.5.23
	Apache Camel	Version 2.5
	Geos	Version 2.2.3-1
	Java	Version 1.6.20
	JMS/Active MQ	Version 5.4.2
	Ntpd	Version 3.9
	Open LDAP	Version 2.3.43-3
	Open SSH	Version 4.4
	Open SSL	Version 0.9.8e-7
	Perl	Version 5.8.8
	PostgreSQL	Version 8.4
	Spring Framework	Version 3.0.5
	Apache HTTP Server	Version 2.2.3
	copSSH	Version 2.1.0
	cURL	Version 7.15.5-2
	PostGIS	Version 1.3.5-1
Sarissa	Version 0.9.7.1	
ImageMagick	Version 6.2.8.0-4	
Ghostscript	Version 8.15.2-9.4	
NON- BUNDLED THIRD PARTY SOFTWARE	Oracle database OR MS SQL Server (standard edition)	Oracle Database: 11g
	MS Windows Server 2003 (Stats)	Enterprise Edition (64 bit installation)
	MS Windows Server 2008 (Database/Parser)	Enterprise Edition (64 bit installation)
	RedHat Linux	RedHat Enterprise Linux AS 5.5.Premium Edition
	Big Brother or HP Open View	Version 3.1 Version 7.51 or newer
	Red Gate SQL Backup or Veritas Netbackup	Standard Edition Version 6.0 or newer
	Google Earth	Version 4.1 or newer
SENSUS SOFTWARE LIST		
	Software	Version
FLEXWARE™ SOFTWARE	Sensus RNI	Version 3.0
	FlexNet Base Station Software	Version 100120
DA SOFTWARE	PowerVista™ Application	Customer will only have a license to the DA Software ONLY TO THE EXTENT (i) pricing for the specific item of DA Software is specifically included in Exhibit F to this Agreement; and (ii) Customer is current in its payments for that specific item of DA Software
	SCADA-Xchange™ Software	
HARRIS SOFTWARE LIST		
MeterSense MDM	Customer will only have a license to the Harris Software ONLY TO THE EXTENT (i) pricing for the specific item of Harris Software is specifically included in Exhibit F to this Agreement; and (ii) Customer is current in its payments for that specific item of Harris Software	
Rules Editor		
Outage Supervision		
Advanced Reporting		
Distribution Optimization		
Customer & Home Connect		
Weather Data Interface		
Interface to Customer Information System (CIS)		
Interface to Geographic Information System (GIS)		
Supervisory Control and Data Acquisition (SCADA) Integration		

Harris Software

Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by the Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis

Exhibit F
Pricing

Pricing Information

Escalation. Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in Exhibit F. The pricing in Exhibit F shall remain firm until January 1, [REDACTED] (“Trigger Date”). (If no Trigger Date is inserted in the blank, then the “Trigger Date” shall mean the first January 1 after the Effective Date. For example, if the Effective Date is June 1, 2013, the Trigger Date shall be January 1, 2014.) Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit F shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year (“Base Amount”); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in CPI during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit F cannot decrease under this section). The CPI will be calculated utilizing the CPI published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the CPI will be calculated by comparing December 2013 and December 2014 figures.

Equipment. Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.

Third Party Devices. In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third party meter manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.

Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

Invoices and Payment. All invoices shall be paid within thirty (30) days of the invoice date and as otherwise set forth in the Terms of Sale.

Taxes. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.

Delivery. Customer shall pay for delivery of the Equipment from Sensus’ or Sensus’ contracted manufacturers’ factory to Customer’s warehouse.

Warranty. Sensus manufactured Equipment shall be covered by the warranty stated in the Terms of Sale.

Address for Purchase Orders. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).

Sensus USA Inc.
PO Box 487
Uniontown, PA 15401
Attn Customer Service
Fax: 800-888-2403
Email: icon.support@sensus.com

Exhibit G
Hosting Support & Services

I. Description of Services

This exhibit contains the details of the hosting services that Sensus shall provide to Customer if Customer opts for such services at the prices set forth in the Exhibit F.

A. Termination of Hosting & Support Services. Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Hosting & Support Services by giving Sensus one hundred twenty (120) days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid hosting fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Hosting & Support Services, Customer acknowledges that; (a) Customer shall purchase the RNI hardware; (b) Sensus will cease to provide the Hosting & Support Services; and (c) the parties will fulfill their respective obligations as set forth in the Statement of Work in Exhibit D.

B. Hosting & Support Services Definition.

1. **“Hosting & Support Services”** means only the following services:
 - i. Use of RNI hardware, located at Sensus’ or a third party’s data center facility (as determined by Sensus), that is necessary to operate the AMI System.
 - ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
 - iii. Providing Updates and Upgrades to latest Sensus FlexWare Software releases.
 - iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
 - v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
 - vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
 - vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
 - viii. If requested, submitting a “daily reading file” in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
 - ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
 - x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the service area.
 - xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
 - xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
 - xiii. Providing telephone support consistent with the Sensus Customer Support Procedures as set forth in Exhibit D.
 - xiv. Providing “hot failover” disaster recovery solution within twenty four (24) hours.
 - xv. Providing FlexNet Base Station parts repair or replacement, at Sensus’ discretion. This excludes field repair labor and field maintenance labor.
2. **“Hosting & Support Services”** does not include any of the following services:
 - i. Normal periodic processing of accounts or readings for Customer’s billing system for billing or other analysis purposes (other than daily file delivery).
 - ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
 - iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
 - iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Hosting & Support Services and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via internet or point to point connection (i.e., Hosted-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). The System Uptime Rate shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

2. **Calculations**

- i. "**Targeted Minutes of Operation**" or "**TMO**" means total minutes in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- ii. "**Scheduled Downtime**" means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software 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.
- iii. "**Non-Scheduled Downtime**" means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software 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).

3. **Exceptions.** "Exceptions" mean the following events:

- i. Force Majeure;
- ii. Emergency Work, as defined below; and
- iii. Lack of Internet Availability, as described below.

4. **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 Host Systems or the FlexWare Software ("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 FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

5. **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.

- B. **Host Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:

1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
3. 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.
4. 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.
5. Dry pipe pre-action fire detection and suppression systems are provided.
6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

- C. **Responsibilities of Customer**

1. Customer shall pay all hosting & support fees according to the pricing schedule in Exhibit F.
2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host 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 FlexWare Software application.

3. 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 FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.
4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. 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. 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 FlexWare Software application and Host Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the FlexWare Software application through Customer's account, account ID, usernames or passwords.

- D. Disaster Recovery.** In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as a soon as commercially reasonable.