

AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
February 24, 2026
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes which will be strictly followed and enforced. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

CONSENT AGENDA

1. Consider a Task Order Form with Hazen and Sawyer, under Master Services Agreement, for the EPD required Dam Inspection for the Dr. Brant D. Keller Reservoir Dam and the Heads Creek Reservoir Dam in the amount of \$8,400.00. *Director of Water and Wastewater, Brandon Lewis, will address.*
2. Consider an agreement with CentralSquare in the amount of \$6,980.00 to review the City of Griffin Police Department's Records Management System to perform a business process review for the Records Management System. *Chief Technology Officer, Gibb Cotton, will address.*

REGULAR AGENDA

The Regular Agenda includes items on which the Commission will individually consider and possibly take action.

3. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 10, 2026.
4. Consider a contract with ACLARA Technologies, LLC, best evaluated respondent, for the electric AMI solution pilot program, in an amount not to exceed \$100,000.00 for FY26. *Electric Director, Jason Crane, will address.*
5. Consider a contract with the Kiwanis Club of Griffin for the use of the Kiwanis Event Center and Fairgrounds for the City of Griffin's Food Truck Fly In on April 19, 2026. *Director of Communications and Community Engagement, Danielle Hancock, will address.*
6. Consider a claim for personal injury to Dequimani Ware-Stanford, a minor, based on Ante Litem Notice from

Morgan & Morgan, dated February 3, 2026. *City Attorney, Drew Whalen, will address.*

7. Commissioners to appoint a member to the Griffin Main Street Advisory Board: one District resident for a two-year, unexpired term to succeed Dan Wulf who resigned from the Griffin Main Street Advisory Board on January 19, 2026.
8. Consider authorizing travel for Commissioners Fuller and McCord to attend Electric Cities of Georgia's Economic Summit from March 2 - March 4.
9. Consider Resolution, pursuant to O.C.G.A. § 36-72-3 and Sec. 30-4, Code of Griffin, declaring the cemetery located at the corner of Placid Road and Grandview Drive, commonly known as "Union Cemetery" (Parcel No. 041 05013) to be an abandoned cemetery and authorizing the City Manager, or designee, to utilize public equipment and funds to maintain and preserve the Cemetery. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

ADJOURN

*The City of Griffin is committed to providing equal access to all of its programs, services and activities regardless of race, color, religion, marital status, gender, gender identity, genetic information, sexual orientation, national origin, age, physical or mental disability, past or present membership in the Uniformed Services, applicants to the Uniformed Services, any protected concerted activity or any other legally protected status. Any individual who needs an accommodation because of a disability should contact **Stephanie Woods** at (770) 233-2923 or hr@cityofgriffin.com as far in advance of a meeting as possible.*

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Task Order Form with Hazen and Sawyer, under Master Services Agreement, for the EPD required Dam Inspection for the Dr. Brant D. Keller Reservoir Dam and the Heads Creek Reservoir Dam in the amount of \$8,400.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This TOF is in accordance with the approved 2015 Master Services Agreement with Hazen & Sawyer, engineer of record for the Dr. Brant D Keller and the Heads Creek reservoir dams. This TOF is for the visual inspection of the dams during the first quarter of 2026, which is a requirement of the Georgia EPD's Safe Dams Program.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY26 budgeted funds in Professional Services at Dr. Brant D Keller WTP and the Harry Simmons WTP budgets.

Submitted By:

Brandon Lewis

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[HS COG Task Order 22 Letter 2026 Q1 Dam Inspections 20261218.pdf](#)



Hazen and Sawyer
211 Perimeter Center Parkway, Suite 300
Atlanta, GA 30346 • 404.459.6363

December 18, 2025

Brandon M. Lewis – Water Wastewater Director
City of Griffin
100 South Hill Street
Griffin, Georgia 30223

**Re: City of Griffin
2015 Master Services Agreement
Task Order 22 – 2026 Q1 Dam Inspections**

Dear Mr. Lewis:

Hazen is pleased to submit the attached Task Order associated with our Master Service Agreement with the City of Griffin (City). The services under this Task Order are associated with the 2026 first-quarter visual inspection of the Dr. Brant D. Keller Reservoir Dam (formerly Still Branch Reservoir Dam) and the Heads Creek Reservoir Dam.

Our Scope of Services includes a visual inspection of each dam, measurements of toe drain outlets, and photo documentation of each dam. In addition, we will complete the Embankment Dam Inspection Form currently used by the Georgia Safe Dams Program, provide summary tables and graphs of the City's quarterly instrumentation readings, and prepare an Inspection Summary Cover Letter outlining significant issues or deficiencies noted during the visual inspections. We will perform the dam inspections in the first quarter of 2026.

Hazen will complete the above Scope of Services on a lump sum basis. We have attached a Task Order Form outlining our Scope of Services and Fees. Please let me know if you have any questions or require additional information.

Sincerely,

Kristin Ray, PE
Senior Associate
Georgia Safe Dams Engineer of Record

Cc: Jeff Powers (Hazen), Matt Ballard (Hazen)

Enclosure

31252

Scope of Services

The Scope of Services will be provided in accordance with the provisions of the 2015 Master Professional Services Agreement.

Client:

City of Griffin
100 South Hill Street
Griffin, Georgia 30223

Engineer:

Hazen and Sawyer, P.C.
211 Perimeter Center Parkway, Suite 300
Atlanta, GA 30346

Task 1 – Dr. Brant D. Keller Reservoir Dam Visual Inspection

Lump Sum: \$4,200

- Field Inspection including Toe Drain Outlet Measurements
 - Well Measurements to be provided by the City
- GSDP Embankment Dam Inspection Form
- Photographic Log
- Instrumentation Tables and Graphs
- Inspection Summary Cover Letter

Task 2 – Heads Creek Dam Visual Inspection

Lump Sum: \$4,200

- Field Inspection including Toe Drain Outlet Measurements
 - Well Measurements to be provided by the City
- GSDP Embankment Dam Inspection Form
- Photographic Log
- Instrumentation Tables and Graphs
- Inspection Summary Cover Letter

Notice to Proceed

If you agree with the terms of this Task Order Form, please sign below and return a signed copy via email to initiate work.

Client:

City of Griffin
100 South Hill Street
Griffin, Georgia 30223

Engineer:

Hazen and Sawyer, P.C.
211 Perimeter Center Parkway, Suite 300
Atlanta, GA 30346

Accepted by:

Date



12/18/2025

Hazen and Sawyer, P.C.

Date

Printed Name:

Jeffery G. Powers

Printed Name:

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement with CentralSquare in the amount of \$6,980.00 to review the City of Griffin Police Department's Records Management System to perform a business process review for the Records Management System. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The CentralSquare Records Management System is the source of authority for all Police Department Records. With the rapid advance of technology, advanced training is required to ensure that the system is being utilized in an optimum capacity. As a precursor to that training, CentralSquare will perform a business process review (BPR) to ensure that the system is configured correctly for the evolving needs of the Police Department.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY26 budget includes \$6,980.00 for professional services for the BPR.

Submitted By:

Gibb Cotton

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[2026 - Griffin-Central Square Order & SOS - RMS Business Process Review\[9\].pdf](#)

Quote #: Q-245638

Primary Quoted Solution: ONESolution PS

Quote expires on: June 20, 2026

Quote prepared for:

Gibb Cotton

City of Griffin

100 South Hill Street

Griffin, Georgia 30223

770-233-2928

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	3,900.00
2. Public Safety Project Management Services - Fixed Fee	780.00
3. Public Safety Travel & Living Expenses Estimate	2,300.00
Services Total	6,980.00 USD

QUOTE SUMMARY

Services Subtotal 6,980.00 USD

Quote Subtotal 6,980.00 USD

Quote Total 6,980.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due annually on the anniversary date of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery: For on-premise software, Delivery shall be when CentralSquare delivers to Customer the initial copies of the software outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the software. For cloud-based software Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Subscription Access. If Customer is purchasing subscription software under this Quote, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. Upon termination of this Quote or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Execution

Contract Startup

- 100% Due Upon Execution

Hardware & Third-Party Software

- 100% Due Upon Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

City of Griffin

Signature: _____

Name: _____

Title: _____

Date: _____

Applicable Additional terms will be added to the next page.

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Griffin Police, GA, ONESolution Records - Business Process Review, Q-245638

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

Services Scope of Project

The project includes the following scope of services.

- **ONESolution RMS | Business Process Review** *(onSite)*
16 hours onSite – 4 hours of Prep and Follow-up

A Business Process Review (BPR) is a review of how the client is using the software. The Consultant will meet with the client to determine what their pain points are and then spend a day with their users observing them using the application. From their observation, a document will be created documenting the client's pain points, what was observed during the observations phase, and recommendations on how to resolve the identified issues. The recommendations may be in the form of configuration changes, process changes, or CentralSquare led end user training.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 10, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

Mayor Hollberg and Commissioners Ward, Murray, Wright, Fuller and McCord were present. Commissioner Curtis was absent.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[02-10-26 Minutes.pdf](#)

**CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, FEBRUARY 10, 2026**

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Holly Murray, Brad Wright, Zachery Fuller, and Rodney McCord. Also present were City Manager, Jessica O’Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden, Susan Bartholomew and Krisolin Sanford to record minutes.

Commissioner Rose Curtis was absent.

Call to order by Mayor Hollberg

Pledge of Allegiance Commissioner Wright

Invocation Commissioner McCord

Approval of the Agenda

Motion/second to amend the agenda to add Agenda items 12a, “Consider Ratification of the Emergency Declaration of the Local State of Emergency related to the City of Griffin’s Do Not Consume Water Advisory and Resolution for immediate emergency measures activated on January 30, 2026,” and 12b, “Consider First Supplemental Emergency Resolution terminating the Declaration of local State Emergency related to the City of Griffin’s Do Not Consume Water Advisory and suspending the immediate emergency measures activated on January 30, 2026,” by Commissioners Murray/Ward carried 6-0.

PRESENTATIONS AND DELEGATIONS

1. Recognize Kerri Stevens, Code Enforcement Supervisor, in the Planning and Development Department, as the January 2026 Strongest Link in the Chain award recipient. *Planning and Development Director, Michelle Haynes, will address.*

Director of Planning and Development Michelle Haynes, recognized Kerri Stevens, the Code Enforcement Supervisor, as the Strongest Link in the Chain for January 2026. Ms. Stevens was described as a hard worker that leads by example. She has contributed to the Planning and Development Department by making a recommendation that all of the code and animal control officers are cross-trained, which has directly contributed to the efficiency of the Department.

2. Presentation of Proclamation declaring February to be Black History Month.

Mayor Doug Hollberg presented a Proclamation declaring February as Black History Month honoring Dr. Marion Gerald Hood. Mayor Hollberg also read Dr. Hood's medical school denial letter from Emory University. Dr. Hood was very honored and shared many stories of his life while growing up in Griffin. He stated the stories were not black or white stories but Griffin stories. Dr. Hood expressed his love for Griffin.

3. Present a Proclamation commemorating Arbor Day 2026.

Mayor Doug Hollberg presented the Proclamation to members of Public Works and The Environmental Council declaring Arbor Day 2026. The City of Griffin will be hosting a tree giveaway in honor of Arbor Day at the Flint River Regional Library on Saturday, February 21 from 10 a.m. to 2 p.m.

4. Review financial reports for December 2025. *Finance Director, Deborah Manning-Gilbert will address.*

Deborah Manning-Gilbert addressed the Commissioners, reviewing unaudited financial reports for the month of December 2025 which is 50% of the fiscal year. The General Fund operating revenue is \$17,589,442.00 which is 63.05% of budget; operating expenses are \$21,336,591.00 which is 47.71% of budget. The Enterprise Funds operating revenue is \$61,836,130.00 which is 53.88% of budget; operating expenses are \$44,714,809.00 which is 41.03.% of budget. The Water/Wastewater Fund operating revenue is \$16,526,376.00 which is 51.42% of budget; operating expenses are \$9,247,049.00 which is 32.32% of budget. The Electric Fund operating

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revenue is \$36,426,209.00 which is 55.02% of budget; operating expenses are \$27,562,738.00 which is 43.78% of budget. The Solid Waste Fund operating revenue is \$6,119,407.00 which is 54.79.% of budget; the operating expenses are \$5,175,152.00 which is 47.26% of budget.

LOST collections year-to-date are \$3,009,681.00, which is 53.27% of budget.

TSPLOST collections year-to-date are \$2,605,171.00, which is 69.89% of budget.

CITIZEN COMMENT

Kelly Mullins, 988 Sandy Creek Road Fayetteville, GA, addressed the Commissioners. Ms. Mullins applied for a job with the City and interviewed. Ms. Mullins advised the goal post was moved, and the qualifications changed. Ms. Mullins shared she felt this was discriminatory, since the staff at the water treatment plant consisted of mostly Caucasian males. Ms. Mullins also advised there would be legal paperwork coming.

Ms. Lou Harris, 1708 Carrington Drive, Griffin, GA, addressed the commissioners. Ms. Harris shared the illegal dumping that takes place right across from her home. She informed the Board of the various issues it caused her, resulting with her needing to call pest control and how often it happens. Ms. Harris stressed she would like this illegal dumping to stop.

Mr. Dexter Clark, 1902 Buckingham Place, addressed the Commissioners. Mr. Clark stated his concerns about out-of-town trainings that employees with the City take, and that family may travel with the employee. Mr. Clark also stated something needs to be done with the pawn shop on Taylor Street. Mr. Clark also shared he would like to have more sit-down restaurants in Griffin and less burger joints.

CONSENT AGENDA

5. Consider an agreement with Life Fulfilled Coaching & Consulting in the amount of \$3,500.00 for Customer Service training. *Director of Customer Service, Rita Bagwell, will address.*
6. Consider Amendment to the Debris Monitoring Services Agreement with Goodwyn Mills Cawood, LLC (GMC) exercising the option to renew the contract for an additional one-year term ending March 27, 2027. *Assistant City Manager of Development Services, Kelsey Carden, will present.*
7. Consider Amendment to the Disaster Recovery & FEMA Public Assistance Agreement with Goodwyn Mills Cawood, LLC (GMC) exercising the option to renew the contract for an additional one-year term ending March 27, 2027. *Assistant City Manager of Development Services, Kelsey Carden, will address.*
8. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on January 27, 2026.

Motion/second to approve the Consent Agenda by Commissioners Murray/Wright carried 6-0.

REGULAR AGENDA

9. Consider a contract with LJA, most responsive bidder, in the amount of \$471,457.70 for preliminary engineering services of sidewalk on State Route 155 from Crescent Road to Pineywood Drive. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a contract with LJA, most responsive bidder, in the amount of \$471,457.70 for preliminary engineering services of sidewalk on State Route 155 from Crescent Road to Pineywood Drive by Commissioners Murray/Wright carried 6-0.

10. Consider a claim for personal injury to Tonya Willis, based upon Ante Litem Notice, dated January 29, 2026, with Offer of Compromise in the amount of \$500,000.00. *City Attorney Drew Whalen will address.*

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Motion/second to deny a claim for personal injury to Tonya Willis, based upon Ante Litem Notice, dated January 29, 2026, with Offer of Compromise in the amount of \$500,000.00 by Commissioners Murray/Wright carried 6-0.

11. Consider a two-year contract with Andrew J. Whalen, III in the amount of \$180,000.00 per year for City Attorney services. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve a two-year contract with Andrew J. Whalen, III in the amount of \$180,000.00 per year for City Attorney by Commissioners Ward/Murray carried 6-0.

12. Consider authorizing training for Commissioners Rose Curtis, Holly Murray, Brad Wright, Zachery Fuller and Rodney McCord at the GMA Winter Training held in Griffin, GA.

Motion/second to authorize training for Commissioners Rose Curtis, Holly Murray, Brad Wright, Zachery Fuller and Rodney McCord at the GMA Winter Training held in Griffin, GA by Commissioners Ward/Murray carried 6-0.

- 12a. Consider Ratification of the Emergency Declaration of the Local State of Emergency related to the City of Griffin's DO Not Consume Water Advisory and Resolution for immediate emergency measures activated on January 30, 2026. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve Ratification of the Emergency Declaration of the Local State of Emergency related to the City of Griffin's DO Not Consume Water Advisory and Resolution for immediate emergency measures activated on January 30, 2026 by Commissioners Murray/Ward 6-0.

- 12b. Consider First Supplemental Emergency Resolution terminating the Declaration of local State Emergency related to the City of Griffin's Do Not Consume Water Advisory and suspending the immediate emergency measures activated on January 30, 2026. *City Manager, Jessica O'Connor, will address.*

Motion/second to approve First Supplemental Emergency Resolution terminating the Declaration of local State Emergency related to the City of Griffin's Do Not Consume Water Advisory and suspending the immediate emergency measures activated on January 30, 2026 by Commissioners Murray/Ward 6-0.

Prior to entering Executive Session, the City Manager, City Attorney, and Commissioners made comments.

13. Consider Executive Session pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved. and pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property.

Motion/second to enter Closed Session at 6:43 p.m. by Commissioners Murray/Fuller carried 6-0.

CITY MANAGER'S REPORT

1. Ms. O'Connor thanked and congratulated Kerri Stevens on winning Strongest Link in the Chain for January 2026.
2. Ms. O'Connor wished Commissioner Curtis a Happy Birthday.
3. Ms. O'Connor thanked Director of Water and Wastewater, Brandon Lewis, Deputy Director of Water and Wastewater, Robert Clark, and the entire team for working hard during the water scare and protecting the citizens.

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4. Ms. O'Connor stated she traveled to the Capitol to provide information in committee for potential legislation that will form a centralized database to help protect children, the elderly and the disabled.
5. Ms. O'Connor reminded the Commissioners and Staff about the Directors' Goals Workshop tomorrow at 8 a.m.

CITY ATTORNEY'S COMMENT

No comment.

COMMISSIONER COMMENTS

Ward: No comment.

Curtis: Absent

Murray: Commissioner Murray congratulated everyone. Commissioner Murray thanked Dr. Hood for coming and being able to celebrate his heritage. Commissioner Murray shared that staff makes everybody's job easier.

Wright: No comment.

Fuller: Commissioner Fuller thanked everyone for coming. They wished everyone a Happy Black History Month, stated that Griffin loves Dr. Hood and thanked Staff.

McCord: No comment.

Hollberg: Mayor Hollberg thanked the water team for working together to keep our citizens safe. He thanked Dr. Hood for sharing his amazing story. Mayor Hollberg also thanked the citizens for the comments made.

ADJOURN

Motion/second to re-enter Open Session at 7:47 p.m. by Commissioners Murray/Fuller carried 6-0.

Motion/second to adjourn at 7:48 p.m. by Commissioners Ward/Fuller carried 6-0.

Douglas S. Hollberg, Mayor

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with ACLARA Technologies, LLC, best evaluated respondent, for the electric AMI solution pilot program, in an amount not to exceed \$100,000.00 for FY26. *Electric Director, Jason Crane, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The contract with ACLARA Technologies, LLC is for the implementation of a pilot program for an electric AMI solution. The first phase will be a trial, deploying the AMI solution in a small area to demonstrate AMI functionality. The current AMI system, ITRON, is nearing end of life and must be replaced. At the end of a successful pilot program, the hope is to roll directly into a full meter deployment with this vendor.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The funds for the meter pilot program are budgeted in FY26 budget.

Submitted By:

Jennifer Freeman

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[City of Griffin Master Agreement_Signature-ACLARA.pdf](#)

[AMI_Solution_BID_25-010_Pricing.pdf](#)

[City_of_Griffin_AMI_RFP_With_Pilot.pdf](#)

[AMI_Master_Evaluation_ITB_25-010 \(1\).pdf](#)

MASTER AGREEMENT

This Master Agreement (“Agreement”) is made and entered into as of the date last signed (the “Effective Date”) by and between **Aclara Technologies LLC**, 77 West Port Plaza, St. Louis, MO 63146-3126, an Ohio limited liability company (“Aclara”) and **City of Griffin** a Georgia municipal corporation with offices located at 100 S. Hill Street, Griffin, Georgia (“Customer”). Collectively, Aclara® and Customer may be referred to as “Parties or individually as “Party”.

The scope of work for this Agreement is a trial RF AMI system consisting of 100 RF Electric Meters and 5 Water MTU’s. Exhibit A Statement of Work defines the integration and installation work that will be included in this trial. The trial has an evaluation period of up to three (3) months from when all integrations are completed. If, in the City’s sole discretion, the trial is deemed successful, the parties will execute a full deployment contract provided that hardware from the trial will be incorporated into the full system. Should the Customer decide not to move forward with the Aclara system, Customer will discontinue use of the trial system and return all trial and software related documentation to Aclara within 15 business days of the end of the evaluation period.

This Agreement, consisting of this document and the following Attachments and Exhibits attached hereto, as each or collectively may be amended, sets forth the terms and conditions under which the Parties agree to the purchase and sale of certain of Aclara’s equipment, software and certain third party software. By signing this Agreement Customer hereby represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the following Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Customer and Aclara; provided, however, in the event of conflict between the terms of this Master Agreement and any Attachments and Exhibits, the terms set forth in this Master Agreement shall govern.

- 1) Attachment 1, Hubbell Utility Solutions Terms and Conditions of Sale
- 2) Exhibit A, Statement of Work – AclaraONE® RF
- 3) Exhibit B, Aclara AMI Pricing Sheet
- 4) Exhibit C, Agreement for Software Deliverables and Services
- 5) Exhibit D, Aclara Equipment Warranties

1. Term

- A. The term of this Agreement shall become effective on the Effective Date and shall continue in full force and effect, unless earlier terminated in accordance with this Agreement, until fifteen (15) days following the trial evaluation period. Notwithstanding such termination, certain rights and obligations arising under this Agreement, including, but not limited to those concerning indemnity, Dispute Resolution, and Limitation of Liability and the Software License Agreement, Non-disclosure Agreement and Maintenance Agreement shall survive the termination of this Agreement; provided, however, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City therein.. The term of this Agreement may be extended by the written mutual agreement of the Parties.
- B. In the event that the Customer desires to purchase additional equipment, any such purchases shall be at such prices and delivery shall occur on such dates as the Parties may then agree. All other terms and conditions contained in this Agreement shall apply to such purchases.

2. Purchase, Sale and License.

- A. Customer will purchase and Aclara will sell the Hardware and Services and license the Aclara Licensed Software and the Third Party Licensed Software at the prices and in the quantities set forth on the Exhibit B or as mutually agreed to by the parties, and upon the terms and conditions set forth in this Agreement, the Aclara Standard Terms and Conditions of Sale for Equipment and Certain Services, attached hereto as Attachment 1, the Professional Services set forth in the Statement of Work, attached hereto as Exhibit A, and the Agreement for Software Deliverables and Services attached hereto as Exhibit C.
- B. Aclara shall use commercially reasonable efforts to deliver the Equipment and Software and provide the Services within a reasonable period of time. Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other Party or such Party’s Personnel.

3. **Notices.** Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by Electronic Mail or United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown in the first paragraph. Notices so given shall be deemed received upon receipt of Electronic Mail or three business days from the postmarked date of deposit in the U. S. Mails, to the addresses set forth in the first paragraph, and, in the case of Aclara, with a copy to Aclara Legal Department.
4. **Compliance with Laws.** Aclara shall comply with all applicable federal, state and local laws, and ordinances ("Laws") in the performance of its duties under this Agreement.
5. **Waiver.** No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.
6. Parties contracting with governmental entities in the State of Georgia are on notice that such entities are political subdivisions of the State of Georgia, and that it is the duty of those contracting with a Georgia governmental entity to determine that the provisions of the contract are legal and enforceable. ACLARA TECHNOLOGIES LLC, in contracting with the City of Griffin, Georgia, acknowledges that is obligated to verify through independent legal counsel whether all provisions of this contract are enforceable. The City of Griffin, Georgia will not be bound to any provision of a contract which a Georgia public entity cannot legally agree to or contract for. By way of example, a public entity may not agree to binding arbitration, waiver of its right to a jury trial, holding another harmless, providing indemnification, limiting liability, waiving counterclaims, agreeing to application of foreign law in interpreting contracts and agreeing to venue in a court outside of Georgia. In executing the enclosed contract, the City of Griffin, Georgia does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operation of the laws of the State of Georgia, and such impermissible provisions shall be of no force or effect, but not affect any other provision of the contract and the contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated herein.
7. Unless amended by the terms of this Agreement, all other terms and conditions of the contract shall remain unchanged and in full force and effect throughout the extended term.
8. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.
9. **Entire Agreement.** This Agreement including Attachment 1, Exhibits A, B, C, and D constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Master Agreement. No modification, amendment, revisions or supplements to this Master Agreement shall be enforceable unless in writing, signed by both Customer and Aclara.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

Aclara Technologies LLC

DocuSigned by:
 By: *Kumi Premathilake*
EDF000DBCCBF4DE...
 Name: Kumi Premathilake
 Title: DVP AMI and Services
 Date: 2/17/2026 | 10:05 PST

City of Griffin

By: _____
 Name: Douglas S. Hollberg
 Title: Mayor
 Attest: _____

Name: Jessica W. O'Connor, Secretary
(SEAL)

Approved as to form:

Andrew J. Whalen, III, City Attorney

Date: Andrew J. Whalen, III

Attachment 1

Hubbell Utility Solutions Terms and Conditions of Sale

Effective February 15, 2025

These Terms and Conditions of Sale shall govern all quotations, orders and contracts for the sale of products, software, and services of Hubbell Utility Solutions to Buyer, unless otherwise specifically agreed to in writing by HUS. "HUS" or "Seller" means the Hubbell Utility Solutions entity named in the order or contract that is providing the products, and/or software, and/or services. "Buyer" means the company that accepted HUS' offer or is named in the order.

PAYMENT TERMS:

Buyer agrees to pay the prices quoted by HUS and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Unless otherwise noted on the invoice, payment terms are net 30 days from the invoice date. Invoices will be dated the day of shipment. Unless otherwise mutually agreed by the parties, all payments shall be made in United States dollars.

If Buyer does not pay any invoice, in whole or in part, when due, HUS shall assess a service charge of 1.5% per month or, if such rate exceeds the maximum lawful rate, the maximum lawful rate shall be assessed on all past due accounts and shall be payable on demand. If any amount due HUS is collected by or through an attorney, HUS shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

For Systems Control, a division of Northern Star Industries, Inc. ("Systems Control") and Keystone Electrical Manufacturing, Inc. ("Keystone") products, invoices may not be dated the day of shipment.

PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "valid for" a certain period or "valid through" a certain date, HUS quotations remain valid for thirty (30) days from the date of issue. Notwithstanding whether prices are quoted as "valid for" a certain period or "valid through" a certain date on any HUS quotation, all prices are subject to an increase on new, or issued orders, resulting from (1) any foreign exchange rate fluctuations; or new or increased government imposed tariffs, duties or other charges of any kind; and (2) as determined by HUS in its sole discretion due to increases in labor, materials, freight, container, fuel, handling, logistics or other manufacturing costs since the date of quotation, whether in the form of a price increase or a surcharge. Unless otherwise agreed to in writing, all prices are those in effect at the time of shipment. HUS reserves the right to require minimum order amounts. Buyer will be billed for any tooling at Hubbell's current pricing.

FREIGHT ALLOWANCE:

Freight is prepaid and allowed or as otherwise agreed to in writing by HUS. For all orders that qualify for freight allowance, HUS reserves the right to select the carrier and method of shipment and to route shipments at HUS' discretion. See www.hubbell.com/terms/hus under Terms and Conditions of Sale — Freight Allowance for specific freight requirements, which are incorporated herein by reference. Freight charges are calculated at the time of shipment and are subject to change. Buyer requests to delay or defer shipping all or any portion of an order beyond its scheduled shipment date must be approved by HUS and are subject to revised pricing and storage costs.

TAXES:

Prices exclude all taxes. Buyer has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products unless prior to shipment Buyer provides HUS with a current tax exemption certificate acceptable to the relevant taxing authorities. If any tax exemption certificate provided by Buyer to Seller is not recognized by the taxing authority involved, Buyer will promptly reimburse Seller for any taxes, interest, fines, and penalties

that Seller is required to pay.

For Systems Control products only, orders may include use tax which will be indicated on Seller's quote.

DELIVERY, TITLE AND RISK OF LOSS:

Subject to any available Freight Allowances, Delivery of the product to Buyer shall mean delivery of products to Buyer FCA HUS' Facility (Incoterms® 2020). Title and Risk of Loss to any products passes to Buyer upon Delivery. Partial quantity deliveries are permitted. HUS may deliver products in advance of the delivery schedule.

For Systems Control only: Subject to any available Freight Allowances, Delivery of the product to Buyer is defined as follows: (i) Delivery outside of the continental United States (including Alaska, Hawaii) and other North American countries) shall mean delivery of products to Buyer FCA Seller's Facility; (ii) Delivery within the continental United States, shall mean delivery of products to Buyer FCA Buyer's Facility, Freight Prepaid & Add Incoterms® (2020). Title and Risk of Loss to any products passes to Buyer upon Delivery.

HUS will use reasonable efforts to meet shipment or delivery dates specified by HUS, but such dates are estimates only and not a firm commitment. If shipping is delayed or interrupted for any cause for which Buyer is directly or indirectly responsible and additional costs (including storage costs) are incurred by HUS due to such delays, Buyer shall reimburse HUS for such added costs.

DROP SHIPMENT POLICY:

Except for shipments to Alaska or Hawaii, a shipment charge of 10% of the net order amount will be added to all orders requesting delivery to a location other than a recognized Buyer stocking warehouse, with the exception of full truckload and/or project material. This is in addition to any other charges to the net order.

The foregoing limitation does not apply to PCORE, Utility Automation, including the RFL brand, Systems Control, or Keystone products, or storm orders.

PACKAGING:

Shipments will be made in standard package quantities or multiples thereof. HUS will notify the Buyer of any orders that do not comply with this policy, and Buyer shall authorize an adjustment to comply with standard package quantities before the order will be entered. In the event of inability for any reason to supply the total demand for the materials or products specified, Seller may allocate its available supply among any or all of its buyers, at its discretion and without liability for failure of performance that may result therefrom.

For Meramec products, Seller will do its best to package shipments in the most effective manner and will inform customer at time of shipment of any non-typical packaging.

SERVICE AREA LIMITATION:

HUS reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable HUS distributor.

RETURNED PRODUCT:

No products may be returned without prior written authorization from HUS. Any authorized return shall be subject to the following conditions: (i) requests to return products must be made within one (1) year from date of shipment by HUS, and Buyer must provide original HUS invoice number; (ii) product to be returned must be considered standard/stock product by HUS; (iii) all returned products must be in excellent, re-saleable condition and packaged in the original carton; (iv) a minimum of 25% restocking charge will be deducted from all credits issued on authorized returns; (v) the Return Material Authorization (RMA) Packing

List supplied by HUS must accompany the return shipment and the returned product must be received by HUS within sixty (60) days of issuance of the RMA; (vi) return freight must be prepaid; and (vii) net value of the return must not be less than USD\$750 for products and USD\$250 for tools and/or parts. HUS reserves the right to deduct for any damage sustained in transit. Unauthorized returns will be refused. Products returned without proper authorization from HUS will, at the sole option of HUS, be returned to the Buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized product included in a return will not be credited.

For Aclara Meters, in addition to the above, products must be unused in order to be returnable.

For PCORE, Systems Control, and Keystone products, all products are non-returnable.

For Connectors products, in addition to the above, products must be in full case quantities.

For Beckwith products, in addition to the above, products must not have been energized and the casing must not have been opened exposing components.

For Meramec products, no products sold under this order may be returned without Seller's prior written Return Material Authorization (RMA). Products purchased pursuant to the Seller's quotation or acknowledgment may be returned for repair or replacement only and upon receipt of authorization from Seller, which shall provide return material authorization (RMA) numbers to assure correct identification of, and appropriate credit (if any) to, the Buyer. All products must be returned freight prepaid. Seller may refuse to accept a return of products if the return is not based on a claim as provided in the Limited Warranty section of this document. Seller may also refuse to accept any products returned without authorization and any freight or associated costs will be the responsibility of the Buyer. Specialty and non- stocked items cannot be returned.

NON-RETURNABLE PRODUCTS:

The following products are not returnable: all non-stock, special, customized or modified products; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; all clearance and limited-availability products, all stock products that are above acceptable inventory levels as determined by HUS. Any product which HUS sells, but does not inventory, is considered a non-stock product.

For Meramec products, products may be returned for the purpose of diagnosis and rework only and subject to the Returned Product section above.

CANCELLATIONS:

Orders may not be cancelled unless HUS gives its prior written consent. Cancellation of an order for current stock product requires a minimum of thirty (30) days' notice prior to actual ship date and is subject to a minimum cancellation fee of 25%. Stock item orders shipped after cancellation notice is received, but before expiration of the 30-day requirement, will be subject to all standard RETURNED PRODUCT conditions noted above. Blanket orders are non-cancelable. Cancellation of non-stock products may be made only upon agreement from HUS and subject to applicable cancellation charges.

For Systems Control and Keystone products only, no order which has been accepted by the Supplier may be cancelled by the Buyer except with the agreement in writing of the Supplier on the terms that the Buyer shall indemnify the Supplier in full against all loss (including loss of profit) costs (including the cost of all labor and materials used), and documented damages, charges and expenses incurred by the Supplier as a result of cancellation.

MINIMUM ORDERS; ORDER ADD-ON POLICY:

All Buyer orders are subject to the following minimum amounts: (i) all orders (other than tools and parts orders) USD\$750 net per order, with USD\$75 surcharge for below minimum orders, and (ii) for tools and parts orders, USD\$250 net per order, which USD\$25 surcharge for below minimum orders. Orders are subject to standard package sizes as determined by Seller. .

HUS "Add-On" policy allows you to add items to an existing unshipped order for up to fifteen (15) days from the entry date of the original order. The minimum value for added products is USD\$250 and for tools or parts is USD\$100.

If an order has multiple releases specified by the Buyer, each release may be treated as an individual order, relative to freight allowance and minimum billing.

For PCORE products, there are no minimum amounts for orders, and the "Add-On" policy does not apply for rushed or expedited orders.

For Systems Control and Keystone products, there are no minimum amounts for orders.

For Meramec products, there are no minimum amounts for orders, and the "Add-On" policy does not apply.

CHANGES:

Buyer may request, in writing, changes to an order. Such changes shall be accepted only upon HUS' consent of such request. If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made to the price and/or delivery schedule.

ACCEPTANCE TESTING/SITE ACCEPTANCE FOR KEYSTONE AND SYSTEMS CONTROL PRODUCTS ONLY

Supplier will furnish Equipment and perform the services in strict accordance with the Contract Documents. Acceptance testing and criteria for the Equipment or services, if applicable, will be set forth in either: (a) the relevant Contract Documents; or (b) other written document mutually executed by both Parties. Full factory acceptance testing may occur at Supplier's Facility, either in person, virtual or both. Upon delivery to Buyer's site, Buyer may reject any Deliverables not in conformity with specifications included in the Contract Documents or as otherwise agreed in writing by both Parties, provided such rejection is communicated to Supplier in writing within sixty (60) days following Supplier's furnishing of all Deliverables ("Rejection Period"). After expiration of the Rejection Period, Equipment and services shall be deemed accepted and thereafter subject to the warranties outlined in the below Warranty provisions.

LIMITED WARRANTY:

Statements of the limited warranties provided by HUS for HUS products, services and (Legal) software offerings are available at: www.hubbell.com/terms/hus, which are incorporated herein by reference. SUCH PRODUCT WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

Any claim by Buyer that a product is defective or non-conforming shall be deemed waived by Buyer unless submitted to HUS in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged defect or non-conformity. Any warranty claim must be brought within the applicable warranty period by Buyer or third party.

ENGINEERING ANALYSIS OR STUDY BY HUS:

HUS does not warrant the accuracy of or results from product or system performance recommendations

resulting from any engineering analysis or study. This applies regardless of whether or not a charge is made for the recommendation. Responsibility for selection of the proper product for any application rests solely with the Buyer. In the event of errors or inaccuracies determined to be caused by HUS, its liability will be limited to the re-performance of any such analysis or study.

LIMITATION OF LIABILITY:

To the extent permitted by law, the total liability of HUS on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, HUS' sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

HUS shall be excused for performance of any part of these Terms and Conditions of Sale and shall not be liable for any damages for any delay or default in delivering products or the failure to perform these Terms and Conditions of Sale where occasioned by any cause beyond the control of HUS, including without limitation, natural disasters; explosions, fires, floods or extreme weather; embargoes; riots; war; acts of terrorism; invasion; famine; civil commotion; outbreaks of disease, epidemics, pandemics or quarantines; strikes; labor stoppages or slowdowns or other industrial disturbances; shortages of labor, raw materials, fuel, adequate power or transportation facilities; accidents; acts of government; or other similar causes. Without limiting the generality of the foregoing, where, subsequent to the date of any order, HUS' performance is made economically impracticable without HUS' fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the sale of products or services was made or prices established, HUS' duty to render that performance is excused and HUS shall not be liable for any damages arising out of such failure to perform, unless mutually agreeable and legally permissible alternative pricing or other terms are agreed in writing.

IN NO EVENT SHALL HUS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY.

INTELLECTUAL PROPERTY:

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, and all other rights in and to all products that are delivered to Buyer, including any related software that may be already installed in or included with the products (the "Software"), shall be exclusively owned by HUS. Buyer does not acquire any right, title or interest therein except the limited and temporary right to use them as necessary solely in connection with Buyer's use of the applicable products.

Buyer agrees not to infringe or misappropriate, directly or indirectly, any intellectual property rights of HUS through any combination or system incorporating a product sold hereunder. In the event a product is made or modified in accordance with Buyer's drawings, samples, manufacturing specifications, or the like, Buyer agrees to indemnify, defend, and hold HUS harmless from any and all damages, costs and expenses (including attorney's fees) related to any claim of intellectual property infringement or misappropriation arising from such manufacture or modification. Buyer agrees, at HUS' sole discretion, to undertake the defense of such suit at its own expense.

INDEMNIFICATION:

To the extent allowed by Georgia law, if any, Buyer shall indemnify, defend and hold harmless Seller from and against any and all damages, costs, fines, penalties, and expenses (including attorney's fees) related to, arising from or in connection with: (i) the negligence or willful misconduct of Buyer; (ii) use of a Seller product in combination with equipment or software not supplied by Seller; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Seller product in an application or environment for which it was not designed; (v) modifications of a Seller product by anyone other than Seller; or (vi) Buyer's non-compliance with applicable laws, statutes, regulations, rules, ordinances, codes or standards.

SOFTWARE:

With respect to any Software, HUS and Buyer intend and agree that such Software is being licensed and not sold. The license terms accompanying the applicable Software at the time it is downloaded or installed shall govern Buyer's rights to use such Software; provided that if no license terms accompany such Software, Buyer's rights to use such Software shall be governed by the following license. HUS hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use Software provided hereunder solely in connection with the products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the products ceases, unless earlier terminated as provided herein. Buyer agrees to not sell, transfer, license, loan or otherwise make available in any form the Software to any third party. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without HUS' prior written consent. Buyer will not export the Software in violation of export control laws. HUS may terminate this license if Buyer fails to comply with any term or condition herein. For avoidance of doubt, title to all Software remains with HUS.

For certain HUS Software, including Aclara Technologies LLC branded Software products, the licensing of Software and the providing of any maintenance services shall be performed under separate contract agreements and subject to the terms and conditions of such agreements.

CONFIDENTIAL INFORMATION:

Buyer may become aware of trade secrets, know-how and other information of HUS in connection with HUS performance hereunder, including with respect to the delivery by HUS of the products, services or service offerings, which would reasonably be understood to be confidential under the circumstances ("Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates, or elements of coding or computer programs (including source code of Software). Buyer (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information, (ii) must not disclose the Confidential Information to any third party without HUS prior written approval, and (iii) must not use the Confidential Information except in connection with its use of the applicable products, services or service offerings. Upon HUS' request, Buyer shall promptly return all documents and other materials received from HUS. HUS shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party. Buyer's confidentiality obligations hereunder shall continue with respect to Confidential Information that constitutes a trade secret under applicable law for so long as such Confidential Information remains protectable as a trade secret under applicable law.

Notwithstanding the foregoing paragraph, Buyer is a public entity and an "agency" as defined in the Georgia Open Records Law. To the extent Buyer receives a request for public records which is not exempt or excepted from inspection and copying under said law, disclosure in good faith compliance with said law shall not constitute a violation of Confidential Information.

EXPORT REGULATIONS:

Buyer acknowledges that the products, and all related technical data, that have been or will be purchased from HUS are subject to the Export Administration Regulations (EAR) and the U.S. Department of Commerce. Buyer further agrees that, except as permitted by applicable U.S. laws and regulations, the

export, re-export, resale, or transfer of HUS products will NOT involve (i) persons or entities included on Restricted Parties Lists published by the U.S. Government or any entities 50% or more owned by any such designated persons or entities; (ii) any country or region subject to comprehensive or significant U.S. trade sanctions; or (iii) any other person or entity if Buyer knows or has reason to believe the Products are intended or likely to be used for any restricted purpose (i.e. chemical, biological, or nuclear weapons, terrorism, sanctioned military uses). Buyer also agrees that HUS products will be used in compliance with all applicable laws and regulations of the country(s) in which Buyer does business.

CHOICE OF LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Georgia, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in the defending party's principal place of business shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale.

NUCLEAR:

Unless expressly authorized in writing by HUS, the products must not be used in or in connection with a nuclear facility or application. If Buyer uses any product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold HUS harmless, and waives and will require its insurers to waive all rights of recovery against HUS for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as defined in the Atomic Energy Act of 1954, as amended, whether or not due to HUS' negligence.

The above does not apply to Beckwith, Meramec, or PCORE products.

US GOVERNMENT CONTRACTS:

(a) This Section applies only if these Terms and Conditions of Sale are for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or part by any agency of the U.S. government.

(b) Buyer agrees that all products and services provided by HUS meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Buyer agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under HUS' software license. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of the products is unknown unless specifically stated by HUS in the Agreement. Buyer agrees any services offered by HUS are exempt from the Service Agreement Act of 1965 (FAR 52.222-41). The version of any applicable FAR close listed in this Section shall be the one in effect on the effective date of this Agreement.

(c) If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions of Sale. Buyer further agrees that the subparagraphs of FAR 52.212-5 apply only to the extent applicable for the sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for the sale of COTS and/or commercial items and as appropriate for the order price.

DATA PROTECTION:

(a) The parties agree that the protection of personal data is very important. If Buyer discloses personal data to HUS, HUS shall comply with the data protection laws and regulations applicable to such personal

data. Buyer shall comply with all applicable data protection laws and regulations in respect of any personal data it receives from HUS in the course of receiving the products or services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the products and services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with any order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the order, the parties, shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

GENERAL:

Buyer may not assign the right to receive services hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative of HUS, not to be unreasonably withheld. Buyer acknowledges that HUS may use subcontractors to perform the services.

Unless otherwise specifically agreed in writing by an authorized representative of HUS, any different or additional terms and conditions proposed by any Buyer in any order, response to a quotation or other proposal, are hereby rejected by HUS and shall not be incorporated into any order or other agreement for the sale of HUS products, services or service offerings. Buyer's assent to these Terms and Conditions of Sale shall be conclusively presumed upon the earlier of: (i) Buyer's receipt of the product(s) or (ii) if an authorized representative of HUS has acknowledged Buyer's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, the date of such acknowledgement.

All notices, authorizations, consents, demands and other legal communications required or necessary hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by e-mail or facsimile transmission (upon acknowledgement of receipt of electronic transmission); or (d) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices shall be addressed to Seller at Hubbell, Incorporated, Attn: Legal Department, 40 Waterview Dr, Shelton, CT 06484 with an email copy to DL-HUS-Legal@hubbell.com and to Buyer at Buyer's address set forth in its most recent order received by Seller (or, in each case, such other address as updated by such party from time-to-time by giving notice to the other party in the manner set forth above).

In the event that any one or more provisions contained in these Terms and Conditions of Sale shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect.

These Terms and Conditions of Sale, together with the warranty statements by HUS under LIMITED WARRANTY above and, if applicable, any other terms incorporated herein by reference, constitute the entire sales agreement between HUS and Buyer, unless they are made part of a written agreement between HUS and Buyer. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. HUS objects to and rejects any terms between Buyer and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from Buyer to HUS, unless agreed to in writing by an authorized representative of HUS. These Terms and Conditions of Sale supersede all those published or issued previously by HUS. All orders are subject to final acceptance by

Aclara – City of Griffin

Confidential

HUS and credit approval. HUS will not accept orders that require Buyer-furnished components, unless agreed to in writing by an authorized representative of HUS. HUS price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. HUS shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted orders.

Buyer shall not assign this order or any interest herein or any right hereunder without Seller's prior express written consent.

40 Waterview Drive, Shelton, CT 06484

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9 or 9

Exhibit A Statement of Work

Project Name: City of Griffin, GA (“System Owner” or “Client”) Aclara AMI Electric Implementation (“Project”).

Scope of Work

The scope of the project for City of Griffin, GA includes Aclara AMI Electric and the professional services (project management, coordination and system acceptance testing) to implement the solution.

The new solution will support various uses of the components and applications defined in Attachment 1. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1, unless mutually agreed by the System Owner and Aclara.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by the System Owner or as a result of the System Owner’s inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of System Owner errors or omissions may result in a Change Order.

It is understood by Aclara and the System Owner that any material changes to scope, will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1. Project Approach

The Aclara Services Team (“Aclara Team”) assigned to this project will complete the Aclara tasks described herein and will perform work for the System Owner for the duration of the Project at designated System Owner facilities and from remote locations.

The scope of the services engagement for this Statement of Work is set forth in the attached Attachment 1, hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the System Owner. In addition to the tasks specified in Attachment 1 hereto, the System Owner will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The System Owner shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this Statement of Work is executed, Aclara and the System Owner will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the Statement of Work.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachment 1. Should the System Owner fail to fulfill those that are applicable to the System Owner, the estimated level of effort, timeline and scope may be subject to change.

3. Scope Estimates

Aclara will support the System Owner by providing a team to complete the Statement of Work defined in Attachment 1.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the System Owner to Aclara
- Aclara's understanding of the project scope, based on System Owner information

Should the information provided by the System Owner be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the Statement of Work (change order).

4. Software Licenses

The AclaraONE software components are licensed in accordance with the Aclara Software Agreements ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this Statement of Work shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties. Additional charges may apply based on Aclara's level of effort to complete the requested change.

IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

Accepted By:

**Aclara Technologies LLC
(Aclara)**

**City of Griffin, GA
(System Owner)**

By: 
Print name: Kumi Premathilake
Title: DVP AMI and Services
Date: 2/17/2026 | 10:05 PST

By: _____
Print name: _____
Title: _____
Date: _____

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

- Attachment 1 = AMI Implementation**
- Attachment 2 = Rate Schedule**
- Attachment 3 = Professional Services Milestones**
- Attachment 4 = Software Delivery Validation Document**
- Attachment 5 = System Acceptance Test**
- Attachment 6 = System Acceptance Test Exceptions and Exclusions**
- Attachment 7 = Change Order Request Procedure**

Attachment 1
To
Exhibit A Statement of Work

Project Definition – AMI Implementation Project

Aclara AMI Project Scope

Included in the purchase of an Aclara AMI Electric Implementation are the Professional Services efforts required to design the AMI network, identify the optimal locations of the DCU sites, complete the commissioning of the DCU, complete the installation of software and implement standard interface functionality as defined in Interface Scope as part of Phase 03 Configuration & Network Deployment. The purpose of this document is to outline the tasks and deliverables of the Aclara Team and provide the System Owner with an overview of the responsibilities and time commitment that will be required of their staff.

Project Scope

If the City elects, at its sole discretion, to proceed with full implementation, Aclara will assist the System Owner in an implementation of an Aclara RF AMI solution comprising of 16,625 RF electric and Water endpoints. Aclara will work with the System Owner in the design, installation of needed hardware, software, training and other related activities needed to complete the project successfully. All hardware quantities will be governed as specified per Exhibit B. The project scope includes:

Software:

- AclaraONE system for 100 RF Electric meters and 5 Water MTUs as part of the trial, with the potential for a total of 16,625 endpoints if the City elects to continue with full implementation pursuant to a future agreement.
- SaaS Production AclaraONE Head-End and Analytics Portal with (25) month standard retention period, for the specified quantities of MTUs and RF Electric meters, in accordance with Exhibit B Pricing
- Aclara Mobile Programmer Application

Services:

- Overall project coordination services for the defined scope of this project
- Perform frequency spectrum analysis to determine optimal frequencies for use on network
- Submit for FCC Frequency License registered in System Owner's name
- Perform DCU propagation model study and field site surveys of assets for potential DCU installations
- Perform DCU commissioning
- Provide oversight and coordination for parallel product delivery, as indicated in Exhibit B

Pricing

- Integration for Account Import interface, Billing interface, and Meter Exchange interface to System Owner's existing CIS system
- Integration to System Owner's OMS system
- Provide Aclara Product Training Sessions, in accordance with Exhibit B Pricing
- Perform Mobile Programmer Software Application setup and configuration
- Professional Services' introduction of the System Owner to Aclara Technical Support and project transition to Aclara Technical Support

Implementation Approach

The scope of the solution included in this SOW includes the AclaraONE system.

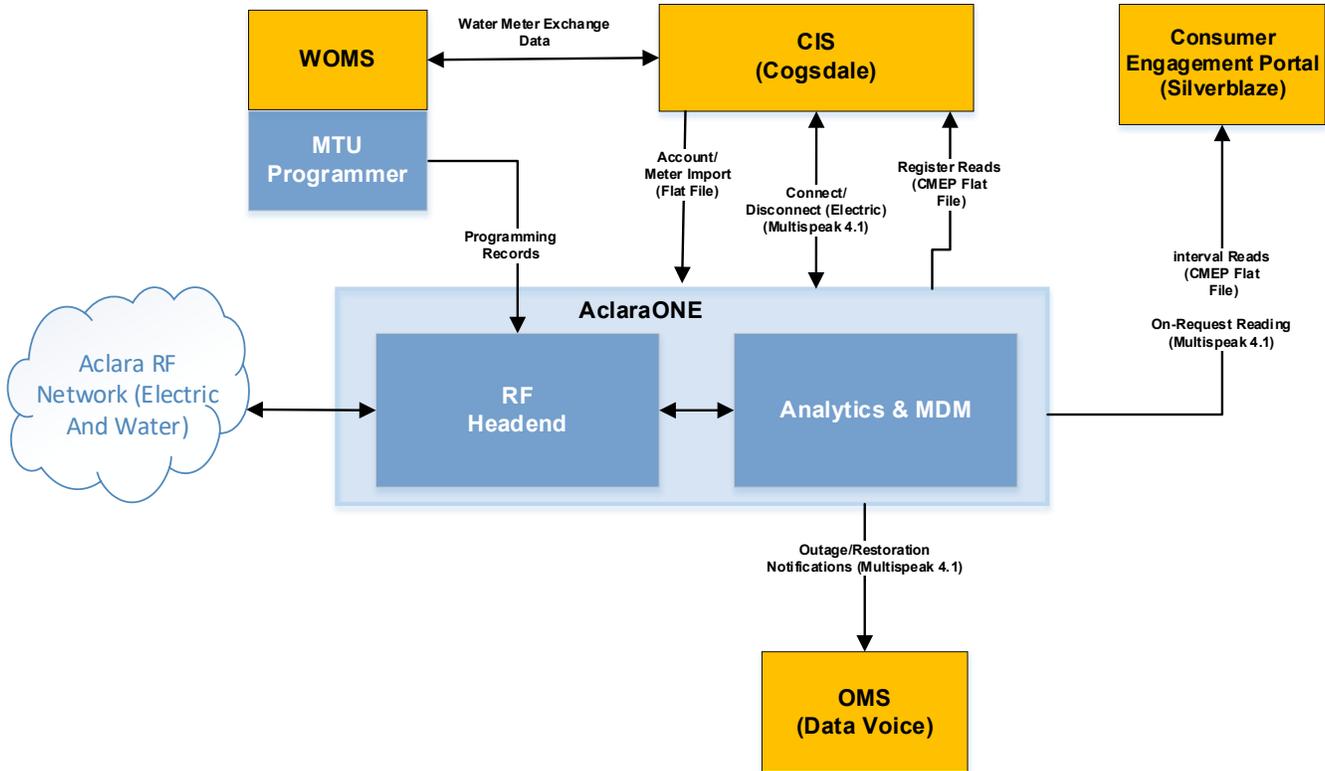


Figure 1: Solution Schematic

The project will be implemented in 2 stages:

Pilot: The scope includes deployment of the software system and integrations to the 3rd party software systems as shown in the above solution schematic. 100 RF electric endpoints and 5 water MTUs will be installed during this phase. The network comprising of 3 DCUs will be deployed during this phase. This phase will conclude with the successful completion of the System Acceptance Testing (SAT) and a pilot evaluation duration of 3 months.

Full System Deployment: The scope includes installation of RF electric meters and water MTUs in the full deployment scope and 16 DCUs. This phase concludes with the successful completion of the Final System Acceptance Testing.

Pilot Implementation

The pilot implementation approach involves the following Aclara-defined phases:

- Phase 01 - Project Planning and Kick Off
- Phase 02 – Requirements Analysis & Design
- Phase 03 – Configuration & Network Deployment
- Phase 04 – Training, testing and acceptance

Phase 01 Project Planning & Kick-Off

The Aclara project team will begin work upon contract execution. The Aclara project team will begin the internal preparations for the official launch of the project. The project manager will coordinate and schedule the kick-off meeting with the System Owner. During this kick-off phase, Aclara and System Owner will define the project team organization, introduce the teams, review the project scope and proposed timeline, review the utility’s goals and business objectives and develop the communication plan with the System Owner. Aclara will introduce a project manager and other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Frequency scans will also be completed, and the appropriate RF frequencies will be determined, and the FCC application submitted. The System Owner will be responsible for completing an FCC application form and returning to Aclara so that Aclara may complete and submit the FCC application for the selected frequencies on behalf of the System Owner. The project manager will also schedule workshops to finalize RF electric meter configuration and MTU configuration. Entry criteria for this phase to begin are defined as: signature of the contract; assignment of an Aclara project manager; and establishment of a mutually agreed upon project kick-off start date. This phase will be deemed complete once the following tasks have occurred: the project teams have been defined; kick-off meeting has occurred; and the project plan has been reviewed and mutually agreed to.

Assumptions

- RF electric meter and NIC configuration workshops are to be completed within a period of one (1) month. System Owner’s approval of the configuration is required at the conclusion of the final workshop, at which point the configuration will be deemed baselined and ready for meter build.
- Any delay in System Owner’s feedback/approval or requests for additional workshops beyond the period specified above allocated will be considered out of scope and will impact project timelines, product shipment delays, requiring a formal change request.
- Any RF electric meter configuration changes requested by the System Owner after the configuration has been approved and baselined will require a formal change order.

Project Activity	Aclara Responsibility	Utility Responsibility
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Project kick off	<ul style="list-style-type: none"> • Schedule the project kickoff on a mutually acceptable date. • Prepare kickoff material and share with all stakeholders. • Develop and share the project schedule. • Drive the project kickoff and chart our next steps of the project. 	<ul style="list-style-type: none"> • Ensure participation of all stakeholders in the kickoff meeting. • Review kick-off agenda and presentation material. • Approve project schedule
Frequency Scans	<ul style="list-style-type: none"> • Schedule frequency scans • Perform frequency scans and identify appropriate radio frequencies necessary to operate the Aclara RF network. • Analyze the scan results and determine the appropriate frequencies. • Provide the limited Power of Attorney document to System Owner for the purposes of assisting in the FCC application. • Fill out the spectrum license application on behalf of the System Owner and obtain the appropriate licenses from the FCC. 	<ul style="list-style-type: none"> • Review and sign the limited power of attorney. • Monitor progress of onsite frequency scans
Electric Meter Configuration	<ul style="list-style-type: none"> • Conduct workshops to review and complete the electric meter and module configuration. 	<ul style="list-style-type: none"> • Ensure participation of the appropriate personnel from Utility. • Approve final meter configurations
Water MTU configuration	<ul style="list-style-type: none"> • Conduct workshops to review and complete the MTU configuration. 	<ul style="list-style-type: none"> • Ensure participation of the appropriate personnel from the Utility. • Approve final MTU configurations

Phase 02 Requirements Analysis & Design

At the beginning of the implementation process, Aclara meets with the key stakeholders to confirm the detailed functional, integration, and infrastructure requirements for the system.

In coordination with the Client, Aclara will finalize all AMI product hardware. Aclara and Client will mutually agree to a review duration to finalize the hardware product orders. Significant delays past the agreed upon review duration as caused by the Client could result in a change order and may impact cost, product availability, and project schedule. Aclara will submit product orders as needed and hold software interface requirements sessions to finalize requirement documents and overall solution architecture specifications.

Aclara and the Client will develop a System Acceptance Test (SAT) document that will be mutually agreed upon by Aclara and the Client during this Phase.

The original DCU count determined by Aclara at the time of contract is 3 DCUs and has been carefully designed based on information provided by the Client regarding its known service territory and premise locations. Material changes to what has been used for the DCU network design may change the propagation requirements and will be reviewed in real-time as that information becomes available and known. It is important to note that the propagation and resulting

performance is also predicated on the DCU mounting locations assumptions, including height of antenna installation, and cell carrier LTE coverage.

After contract signing, Aclara will conduct an onsite survey to evaluate cell carrier LTE coverage, actual mounting locations and any topographical or structural obstacles (such as directionality of endpoint mountings) that may not be addressed in the theoretical propagation study. Aclara and the Client shall discuss any impacts should the onsite survey result in a significant change in the infrastructure required for the system. Changes to the network design may result in a change order as additional DCUs may be required to be purchased and installed.

The DCU Installation Plan documents the approach, logistics, timing, and requirements for all DCU installations. In summary, Aclara will complete on-site site surveys, propagation studies, and any remaining spectrum analysis, define DCU locations, preferred attachment methodology, and if AC or solar to finalize the DCU Installation Plan. This document will cover all Client and non-Client sites. The Client will be responsible for acquiring permit(s), attachment agreements, lease agreements, etc. for all Client sites and non-Client sites, where applicable.

This phase is complete once the Client reviews and approves all associated deliverables

Assumptions

Aclara assumes end-consumer data in the System Owner's systems do not require any data cleanup. Any data cleanup such as, but not limited to, incorrect customer data, incorrect names, address, email address, phone numbers, will be the System Owner's responsibility to perform cleanup.

Aclara will facilitate software interface requirements sessions and create requirement documents and an overall solution architecture specification.

Latitude and Longitude GPS (Lat/Long) data is required to be provided to enhance the visual mapping within AclaraONE. The data can be provided in the Customer Account Import integration or in a separate file which will be determined during the requirements phase. If a separate file is required for Lat/Long data, Aclara will configure, test and implement the AclaraONE side of the interface, while the System Owner's CIS system is responsible for making the necessary changes in System Owner's systems to provide and/or accept data in Aclara standard flat file formats and cover any third-party cost associated. Aclara will help facilitate integration with third-party systems and work with all third-party vendors with permission from the System Owner.

The System Owner will be responsible for Microsoft Azure AD user management.

The System Owner will provide timely review and approval of all data generated in this phase. This phase is complete upon approval of all data products. Upon agreement from the System Owner, certain tasks (i.e. DCU installations) may proceed before completion of the corresponding deliverable.

Project Activity	Aclara Responsibility	Utility Responsibility
Requirements Gathering	<ul style="list-style-type: none"> Schedule requirements gathering workshops. Document and review the requirements. 	<ul style="list-style-type: none"> Ensure participation of the Utility, 3rd party software vendors Review and approve the requirements
System Acceptance Testing document	<ul style="list-style-type: none"> Update baseline SAT document with additional test cases based on the outcome of the requirements gathering sessions. 	<ul style="list-style-type: none"> Review and approve the SAT document.
DCU Site Survey*	<ul style="list-style-type: none"> Develop recommended installation locations based on applicable location data (pole data) and backhaul coverage (i.e., Fiber, Cellular coverage etc.) supplied and validated by the System Owner. Complete an on-site survey to validate the Initial Field Network Design Following the Site Survey and System Owner's review of the pole locations, incorporate the selected System Owner-recommended changes into the Site Survey. Produce final DCU part list 	<ul style="list-style-type: none"> Assign a System Owner resource to accompany Aclara during the site surveys. Provide the necessary data and field knowledge to Aclara to complete the network design. Ensure access is provided to all DCU sites. Provide final approval and assist with alternate recommendations for installation locations and propose changes to these locations if necessary. Determine the method of power connection for DCUs at each location. Approve final DCU part list
Testing	<ul style="list-style-type: none"> Develop test cases 	<ul style="list-style-type: none"> Review and approve test cases

* DCU site surveys will include the site from both pilot and full deployment

Phase 03 Configuration & Network Deployment

In this phase, Aclara completes all tasks to support network deployment and prepare for system testing. Aclara sets up and provisions the AclaraONE system. Software is installed, configured and enabled for data loading and testing. In parallel, Aclara will install the DCU network (tasks such as DCU installation in this phase may overlap with part of the System Requirements and Design phase).

The System Owner, if required, will coordinate with the System Owner's 3rd party vendor(s) to work with Aclara to configure software integrations and perform system integration testing in the next Phase.

Software interfaces will be written to interface to the System Owner's billing system and configured and enabled for data loading and testing.

The System Owner coordinates with Aclara and delivers sample integration data to validate interface configuration and software functionality. As a standard practice, Aclara will expect the

System Owner to install up to 8 test RF Electric meters in a meter shop environment to test the meter configurations. Aclara will perform the Factory Acceptance Testing (FAT) of the RF Electric meters to confirm the accuracy of the meter configuration. Aclara will achieve entry criteria by reviewing the software installation and integration configuration plans with System Owner. This phase is complete once Aclara and supporting resources install the software solutions, the DCU network, configures interfaces, completes FAT and completes the first step of software system integrations.

Interface Scope

Aclara will provide sufficient assistance to the System Owner for integrating with the standard interface file formats. It is the System Owner’s responsibility to integrate these standards with their back-office systems.

Aclara will provide the integration to AclaraONE as noted in the table below, however, it is the responsibility of the System Owner to format the data for the described integration below in the standard Aclara integration format. Aclara recommends the System Owner discuss the integration requirements with their back-office system vendors in advance of the project kickoff and confirm the necessary resources are available to support the project.

Input Integration

Integration Name	Type	Functions
Customer Import	Flat file	Populate AclaraONE with customer account /location details from System Owner’s billing system
Web Services Brokering Interface	MultiSpeak 4.1	MultiSpeak brokering interface for Connect/Disconnect from System Owner’s CIS. <i>This is optional and will depend on the CIS vendor’s ability to support this interface</i>

Output Integration

Integration Name	Type	Functions
Daily Register Read Output Interface	Flat File (CMEP)	Export Daily Register Read values of the RF electric meters and Water MTUs from AclaraONE in the California Meter Exchange (CMEP) file format.
Interval Data Output Interface	MultiSpeak 4.1 for on-request reads or Flat File (CMEP)	Export daily interval data from AclaraONE to Consumer Engagement Portal in the CMEP format or option for the Consumer Engagement portal to obtain readings on request via MultiSpeak 4.1

Integration Name	Type	Functions
Meter Exchange Interface	Flat-File (ASCII)	Populate MTU/Meter exchange data from AclaraONE to Utility's existing CIS (<i>Optional. Only if the CIS system requires this information to be sent from AclaraONE</i>)
OMS Integration	MultiSpeak 4.1	Outage and restoration notifications via MultiSpeak 4.1

Aclara Mobile Programmer

Aclara will assist the System Owner in integrating, configuring and validating the Aclara Mobile Programmer application into the System Owner's iOS, Android, or Windows-based field programmers. The System Owner will be responsible for providing the chosen field programmers that meet Aclara's specifications to support the Aclara Mobile Programmer application. The following table contains the system requirements necessary for running the latest version of the Aclara Mobile Programmer application.

Android	
Operating System	8.1 or later
Bluetooth	4.1 or later
Memory	Minimum 2 GB
GPS	Required
iOS	
Operating System	iOS 13 or later
Bluetooth	4.0 or later
Memory	Minimum 2 GB
GPS	Required
Windows	
Operating System	Windows 10 version 1809 or later
Bluetooth	4.2 or later
Memory	Minimum 4 GB
GPS	Required

Project Activity	Aclara Responsibility	Utility Responsibility
Integration	<ul style="list-style-type: none"> Provide interface specifications to 3rd party software vendors. Configure and test input and output integrations. 	<ul style="list-style-type: none"> Ensure 3rd party software vendors are available to provide sample files and participate in testing activities. Ensure 3rd party vendors configure interfaces as per integration specifications. Ensure 3rd party vendor configure the interfaces as per the agreed project timeline.

DCU installation	<ul style="list-style-type: none"> • Perform DCU commissioning 	<ul style="list-style-type: none"> • Inventory and warehouse the DCUs. • Install antenna and cable above electric conductors at pole sites. • Provide AC power connection at each of the selected DCU sites. • Provide grounding at each of the selected DCU sites • Provide ethernet/fiber backhaul at each of the selected DCU sites
AclaraONE installation	<ul style="list-style-type: none"> • Provision the AO environment • Install AO headend and MDM software and perform basic testing 	<ul style="list-style-type: none"> • -NA-
Factory Acceptance Testing	<ul style="list-style-type: none"> • Provide Electric Meter Test/Inventory files • Support System Owner's meter configuration testing • Incorporate changes to meter configuration as needed. 	<ul style="list-style-type: none"> • Load test/inventory files to the CIS system. • Install RF electric FAT meters • Perform FAT • Approve meter configurations

Phase 04 Training and Testing

This phase extends the interface testing from the previous stage to validate the system’s full functionality – from the meter reading by the meter and data capturing via DCUs through to the software environment. Training for all hardware and software solutions are completed in this period and on-site or virtual classes are scheduled for the System Owner’s endpoint installation team so that meter and MTU installations are high quality and consistent.

Aclara will provide the System Owner’s utility administrator with login access to AclaraONE and training for the System Owner’s utility administrator to setup user creation and administration of additional System Owner users. Upon completion of the AclaraONE training, Aclara will provide the AclaraONE URL to the System Owner’s Project Manager. The System Owner will disseminate the AclaraONE URL to its chosen users accordingly.

A software delivery validation step will be included in the training session(s) to ensure all aspects of the AclaraONE solution are present and operational. The Client will be responsible for participation during the software validation as signoff of this step will be required after delivery. Signoff will transition the AclaraONE environment to the Aclara Technical Support organization and will enable active monitoring of the software environment, allowing the Client to move forward with initial field MTU and RF Electric meter installations required for the System Acceptance phase into the production environment.

The System Owner is expected to install a reasonable number of electric meters and Water MTUs within a proposed start-up service territory within the agreed timeline. These meters will be used to perform the software and integration testing, including two-way functionality such as demand reset and connect/disconnect. The Client will complete these System Acceptance Testing installations within (5) business days from start. Upon completion of these installations, there will be a (5) day soak period to populate AclaraONE with system data. Following this soak period, the

Client will begin System Acceptance Testing, as defined in Attachment 4, System Acceptance Testing. The Client will complete the SAT, along with any data capture or performance reporting from the system, within ten (10) business days. Upon completion of this SAT, the Client will accept the system and the project will move into mass deployment activities.

In addition, Aclara will compile any open issues and disposition with Aclara's Technical Support team and the System Owner project team. As note and for clarity, Aclara will not endorse SAT acceptance if any issue exists that prevents dataflow. All other issues are considered normal and should not affect SAT acceptance.

Subsequently, the System Owner is expected to install the electric and Water endpoint necessary to implement the Meter to Cash Verification Phase. The timeline to install the endpoints and time necessary to perform testing will be determined during the project planning process.

Signoff will transition the AclaraONE environment to the Aclara Technical Support organization and will enable active monitoring of the software environment, allowing the System Owner to move forward with the mass deployment of electric meter and water MTUs.

The System Owner will be trained on Aclara's Support processes which includes opening support tickets, managing and obtaining status of these tickets. The System Owner will also be introduced to the AclaraConnect System Owner portal at this time.

This Phase is complete when the System Owner signs off on the SAT which signifies acceptance of the software and integrations. Any remaining issues are categorized into severity level 3 or 4. The definition of "severe" falls into the categories as defined in Exhibit D, under the definition of "Severity Level".

Table 1: Issue Severities

Severity Level	Description
1	Requires immediate attention – Use of the AMI system is lost or degraded for all users preventing operation of business
2	Requires priority attention - Use of the AMI system is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users of the AMI system can continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

** For the purposes of this table, "users" is defined as Utility users of the AclaraONE interface*

Project Activity	Aclara Responsibility	Utility Responsibility
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Training	<ul style="list-style-type: none"> • Schedule onsite training sessions. • Deliver training 	<ul style="list-style-type: none"> • Install RF electric meters and Water MTUs for the purpose of testing • Ensure participation from Users as needed.
Testing	<ul style="list-style-type: none"> • Conduct integration testing with 3rd party software vendors. • Support the System Owner during System Acceptance Testing. 	<ul style="list-style-type: none"> • Ensure 3rd party vendors are available to participate in integration testing. • Perform System Acceptance Testing and report defects to Aclara. • Retest system once Aclara addresses the reported issues.
Pilot Evaluation	<ul style="list-style-type: none"> • Support the pilot system • Monitor the system performance • Tune the network and apply any software fixes if necessary. 	<ul style="list-style-type: none"> • Operate and evaluate the pilot system

Full System Deployment

Network Expansion:

Aclara will collaborate with the System Owner to plan the installation of the remaining DCUs in the network. This phase of the project begins with reviewing the site survey results and finalizing the hardware parts necessary to complete the DCU installation. The DCU installation is completed once Aclara ships all the DCUs and mounting hardware.

Project Activity	Aclara Responsibility	Utility Responsibility
DCU installation	<ul style="list-style-type: none"> • Review Site Survey results • Ship DCU hardware • Perform DCU commissioning 	<ul style="list-style-type: none"> • Inventory and warehouse the DCUs. • Install antenna and cable above electric conductors at pole sites. • Provide AC power connection at each of the selected DCU sites. • Provide grounding at each of the selected DCU sites • Provide ethernet/fiber backhaul at each of the selected DCU sites

System Monitoring:

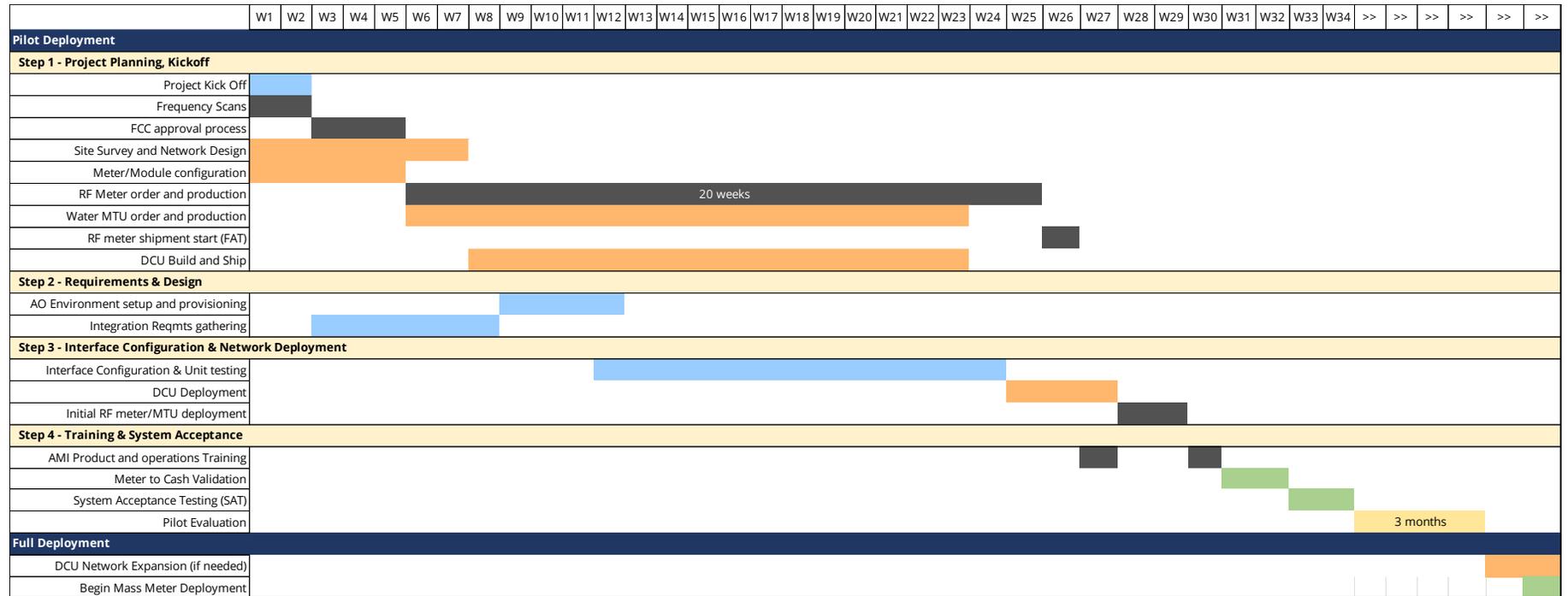
Aclara will commence the mass meter deployment once the full network has been installed. Aclara’s solution performance team will monitor the system performance and make any necessary adjustments to the network so the system meets the performance metrics. The Aclara Professional Services team will continue to provide support, oversight, and guidance for 9 months of the System Owner’s mass meter deployment.

Transition to support:

At the conclusion of 9 months of mass meter deployment, the Aclara Project Manager will fully transition the project to Aclara Technical Support. Aclara’s Technical Support operations will support the System Owner during the day to day system operations.

Preliminary Project Schedule

The project schedule will be finalized as a project artifact by Aclara and System Owner during the Project Planning & Kick-Off phase. Aclara will align resources and product delivery with the agreed project schedule. The following is a draft Project Schedule.



Assumptions:

- Aclara's professional services includes project management oversight for a period of six (9) months during System Owner's mass meter deployment phase. During the 9 months, Aclara will monitor the performance of the system and analyze the endpoints as they register with the network upon installation. The Client can opt to extend the project management support for additional cost via a Change Order Request.
- Client is expected to complete the System Acceptance Testing within ten (10) business days. Client can request an extension to this timeline by means of a Change Order Request.
- System Owner will be responsible for installing DCU antennas and cables within or above power space or on poles with primary power lines.
- DCU locations are AC powered or powered by solar. If an AC DCU is required, the Client will be responsible for providing an AC run to a Client-provided disconnect switch with a 6-ft flexible conduit pigtail from the available power supply. Aclara will be responsible for connecting the AC pigtail to the DCU.
- DCU backhaul is cellular LTE, Fiber, or Ethernet. If Fiber or Ethernet backhaul is required, the System Owner is responsible for Fiber/Ethernet run and connection point for DCU.
- Aclara assumes DCUs will be installed on assets/sites that will be owned or leased by System Owner, and site will be ready for installation. The System Owner will be responsible for acquiring permit(s), attachment agreements, lease agreements, etc. for all System Owner sites and non-System Owner site, where applicable. System Owner will provide an earth grounding point at sites selected for DCU installations.
- Client will provide an earth grounding point at Client sites selected for DCU installations.
- Hardware delivery lead times in Attachment 2 are not confirmed. After MTU and/or meter configuration is finalized and order entry has been completed, the project plan may require revision since confirmed ship dates of hardware may impact the timeline of the overall project.
- The System Owner is responsible for providing timely approval of the RF meter configuration. The RF meter build is triggered once the meter configurations have been approved.
- Client's CIS and Billing vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. If support is delayed and causing impact to ability to continue implementation tasks, it may result in a change order.
- Client's CIS and Billing vendor to validate files sent to them for accuracy and operability.
- No custom reports or headend software customizations are included in this scope.
- Changes to RF Electric meter configurations after Factory Acceptance Testing will be handled as a change order.
- Any firmware upgrades or meter configurations necessitating an on-site visit shall be the responsibility of System Owner.

- System Owner shall be responsible for the maintenance of the DCU, which includes any necessary reprogramming, and the replacement of antennas, cables, and batteries.
- System Owner will monitor the performance of the system and analyze the endpoints as they register with the network upon installation.
- Aclara assumes Notice to Proceed will be issued approximately one month from contract execution
- Client and Aclara will have project resources available to kick off the project within (45) days of Notice to Proceed
- Client will provide limited warehouse space to Aclara for delivery and storage of initial pilot phase deployment materials, parts, and product. This would be for limited periods of time during pre-planning and agreed upon visits.

Accountability

The following shows the key that is used to identify accountability for each deliverable:

[R] Responsibility

Indicates that the designated Party has responsibility and accountability to complete the applicable Deliverable or milestone.

[A] Approve

Indicates that the designated Party is responsible for approving the applicable Deliverable or milestone.

[S] Supports

Indicates that the designated Party is responsible for supporting the applicable Deliverable or milestone.

[C] Consulted

Indicates that the designated Party will need to provide feedback or contribute as the applicable Deliverable or milestone is completed.

[I] Informed

Indicates that the designated Party will be informed after completion of the applicable Deliverable or milestone.

The acceptance procedure for all deliverables outlined in this SOW will be as follows:

- Aclara will work with the System Owner personnel to gather input and complete deliverables.
- When complete, final deliverables will be given to the System Owner. The System Owner should review and sign off by the System Owner utilizing a mutually agreed Acceptance Form.
- The Acceptance Form should be physically signed (or electronically signed) indicating

approval or disapproval within five (5) business days of receiving the deliverable.

Key Project Task/Activity	Accountability		
	Aclara		System Owner
Project Initiation & Kick Off			
Communication Plan	R		I
Change control procedures	R		S
Contact list – with roles and responsibilities	R		S
Detailed Project Plan	R		S
Provision AclaraONE Server	R		I
Requirements Confirmation			
Integration requirements sessions	R		S
Completed requirements document	R		A
RF Electric Meter/NIC configuration	R		R/A
Mobile Programmer Configuration	R		S
Configuration and Unit Testing			
Install Base AclaraONE Software	R		A
Configure interfaces	R		S
Configure application - AclaraONE	R		I
Develop System Acceptance Test plan	R		A
Execute System Acceptance test scripts	S		R
Certificate of System Acceptance	C		R
Hardware Installations			
DCU site surveys	R		S
DCU Site Prep (Pole installation, AC power and Ethernet if applicable)	C		R
Installation of DCUs cabinets	S		R
Installation of Antenna and cables on poles above Electric conductors	S		R
Commissioning and testing of DCUs	R		S
Installation of RF Electric Meters and Water MTUs for the initial testing phase	S		R

Project Governance

Project Organization

The System Owner agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services and the System Owner's integration.

System Owner will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the System Owner tasks, and any additional personnel that may be necessary for System Owner to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling System Owner and System Owner resources, managing the scope and the System Owner tasks of the Project schedule, facilitating document approvals, and escalating & resolving issues as required by Aclara as well as those required by the System Owner.
- Business Owner/Subject Matter Experts (SMEs) – Business users or analysts who are business owners of the load research and settlement processes and data and are familiar with meter data processes. These resources will provide input to requirements definition and business process, design validation and acceptance testing.
- Technical Owner/SME(s) – Responsible for architecture, design and development of interfaces on the System Owner's external systems. Provides input for IT process flow, test data preparation, post-install troubleshooting and diagnostics.
- DBA – Will participate on an as-needed basis. Owns installation and administration of database software & infrastructure management. Post implementation this resource will perform database & network administration tasks and troubleshooting for AclaraONE
- User Acceptance Testing Resources – End users of the system. UAT Resources will participate in training and execute the test cases defined by the Project team.
- Escalation Resources – Typically the Project sponsor. Will participate in monthly Project review sessions with Aclara Portfolio Manager. Available to assist with any escalated issues.

Aclara will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager - Oversees all deliverables and quality control, coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the System Owner's Project Manager, who will be the primary point of contact for the System Owner's Project manager.
- Business Systems Analyst - Gathers and documents requirements. Develops detailed configuration and interface specifications, performs system configuration, performs integration testing and training;

- Systems Engineer - Provides hardware and software planning; Completes unit of any configured core product components. Performs installation, testing, and troubleshooting; configures network and OS; provides support and maintenance planning. Develops interfaces and any custom components, performs unit testing.
- Executive Sponsor – Makes sure project stays on track and meets System Owner objectives; escalation resource

Problem Resolution and Exception Management

A defined and understood escalation process is a critical component of any project implementation. The Aclara project team is organized with multiple points of escalation that can be utilized as needed. Project Issues will be logged, tracked, and reviewed at least weekly. In addition, risks are identified in our status reports along with suggested mitigations. Once an issue has been identified, it will be added to the issues list and worked according to priority. Depending on the type and severity of the problem, the Aclara PM will escalate appropriately within the organization as well as within System Owner’s organization. The System Owner is responsible for escalating within the System Owner.

Project leads assigned to the project will communicate daily and will escalate risks and issues that could affect the project timeline or scope to the PM who will be providing active oversight and first-level escalation support to the engagement. The PM may continue to escalate the issue through the Aclara organization to the Portfolio Manager and to the Vice President of Professional Services. Aclara escalation resources will work jointly with System Owner escalation resources to try to resolve the issue at each level and avoid all issues from escalating further.

In addition, Aclara will establish a communication plan at the start of the project. The Project Communication Plan will be jointly developed between Aclara and the System Owner to identify issue escalation paths and to determine project status meeting cadence and expected attendees.

Aclara’s goal for the project is to provide the necessary information to System Owner to allow for accurate validation of schedule, scope, and deliverables. To accomplish this, Aclara proposes the following activities: status reporting (includes schedule, issue, and risk tracking), quality reviews, and incident reviews.

Communication Plan & Progress Reporting

The table below details the communication and progress reporting for the project.

Project Status Report	Report sent via email	Weekly	Aclara Project Team System Owner Project Team
Project Team Meeting	Conference call, on-site meeting	Weekly	Aclara Project Team System Owner Project Team
Issues Meeting	Conference call, on-site meeting	Weekly or as needed	Aclara Project Team System Owner Project Team
Quarterly Project Review Meeting	On-site meeting	Quarterly	Aclara Program Manager Project Managers Key Project Sponsors Aclara Executives Sponsors

Modification

No modifications to the core software are planned for this project.

System Technical Support

Aclara will support the System Owner regarding the AclaraONE Solution and field hardware, which operates all main facets of the proposed solution.

**Attachment 2
to
Statement of Work**

Rates Schedule

In the event that the Client requires Services beyond the scope or requests any changes to this SOW during project period and support term, Aclara could provide such Services according to the Rate Schedule below and Change Order procedure listed in this Attachment 6.

The following categories have been defined for the Aclara Professional Services Team in the event of a change order:

Professional Services Staff	Hourly Rate	Off-hours hourly rate
Sr. Technical Advisor	\$250	\$375
Program Manager	\$300	\$450
Product Manager	\$300	\$450
Project Manager	\$250	\$375
Field Supervisor	\$180	\$270
Sr. Systems Engineer/Sr. QA	\$250	\$375
Sr. Business Analyst	\$250	\$300
DBA/Application Consultant	\$200	\$300
Systems Engineer/QA/UI	\$200	\$300

Expenses: as incurred per visit Mileage: then current IRS mileage rate

Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara’s normal business hours of 8:00 a.m. - 6:00 p.m. Eastern Time, Monday through Friday, excluding Aclara Holidays.

2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. – 6:00 p.m. Eastern Time, Monday through Friday excluding Aclara Holidays.

- Aclara observed Holidays
- Weekends: 6:00 p.m. Friday until 8:00 a.m. Monday
- Weekdays: 6:00 p.m. until 8:00 a.m.

3) All expenses must be pre-approved by Client.

A. If Aclara is requested to travel to the Client's site to provide Services, the costs and expenses associated with such travel will be borne by Client and invoiced as set forth below.

1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to transportation fares (air, bus, rail), lodging, meals, automobile rental, fuel, parking and local transportation, and will be charged to the Client on an actual basis. Actual receipts can be provided as documentation per written request by the Client.

B. Aclara reserves the right to change the above rates upon 30 days' notice. Changed rates shall not apply retroactively.

**Attachment 3
to
Exhibit A Statement of Work**

Professional Services Milestones

A. AMI Project Milestones – Total Professional Services fees: \$ (includes RF Network Analysis, Deployment Support & Validation and AclaraONE Software/interfaces Implementation).

	Exhibit B line #	Milestone	Milestone %	Milestone Value
1				
2				
3				
4				
5				
Total Professional Services				

Total Professional Services Price Assumptions

- Phase 1 of the project includes six (6)-month project duration starting at Project Kickoff and concluding with User Acceptance Testing.
- Phase 2 of the project includes six (06) months of project management support of the network expansion and mass meter installation. If the total project duration extends longer than 12 months, professional services can be extended in accordance with the Attachment 5 Change Order Procedure.

B. AMI Project Milestones – Training: \$00

	Exhibit B line #	Milestone	Milestone %	Milestone Value
1	7.01	Training - RF Electric - RF electric system overview and AO training	100%	

**Attachment 4
to
Statement of Work**

Software Delivery Validation



**AclaraONE
Software Delivery Validation**

Prepared for: City of Griffin, GA

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Overview

Software Delivery Validation will allow the Client to verify delivery of the AclaraONE software. Execution of the functionality described in this document is in support of Acceptance of the software. Aclara will provide support for the Client’s Software Delivery Validation by hosting a one-hour webinar walkthrough of this document.

Software Delivery Validation is a pre-requisite to begin System Acceptance Testing as follows:

1. AclaraONE in Production with DCU backhaul pointed to AclaraONE
2. AclaraONE Operations and Administration Training Complete

AclaraONE

Application Login

Description	Activity	Expected Results
Application Login	Launch the AclaraONE site https://portal.aclara.one Login with your AclaraONE credentials	Event Summary Dashboard is displayed by default.

Menus And Navigation

Description	Activity	Expected Results
Applications menu	The Applications menu will be expanded by default upon login in.	The following options are displayed. CSR Portal Load Control MDM Administration Reporting Aclara RF Electric Aclara RF Water Job Scheduler
CSR Portal menu	From the Applications menu tab click on CSR Portal	The following option is displayed: Meter Activity

Load Control menu	From the Applications menu tab click on Load Control	The following option is displayed: Aclara RF electric
MDM submenu	From the Applications menu tab click on MDM.	The following menu items are displayed: Account Search Total Consumption Events <ul style="list-style-type: none"> - Event List - Event Trends Event Summary Dashboard
Administration submenu	From the Applications menu tab Click on Administration.	The following sub-menu items are available. Report Group Management File Directory Resource Security Manage Reading Profiles Event Management Users
Reporting submenu	From the Applications menu tab Click on Reporting.	The following sub-menu items are available. Usage History Report Meter Issues Report
Aclara RF Electric submenu	From the Applications menu tab click on Aclara RF Electric.	The following sub-menu items are available. Network <ul style="list-style-type: none"> - System Health Overview - Trace Routes - Service and Diagnostics Tool Equipment <ul style="list-style-type: none"> - Metering - DCUs - Load Control - Distribution Gateway Notifications <ul style="list-style-type: none"> - DCU Notifications - Endpoint Notifications Security <ul style="list-style-type: none"> - Blacklisted Devices Over-the-Air Programming <ul style="list-style-type: none"> - Manage Downloads

		<ul style="list-style-type: none"> - Endpoint Configuration - DCU Firmware Management - DCU Firmware Status
Aclara RF Water submenu	From the Applications menu tab click on Aclara RF Water .	<p>The following sub-menu items are available.</p> <p>Equipment</p> <ul style="list-style-type: none"> - DCUs - MTUs - RDDs - Installations <p>Administration</p> <ul style="list-style-type: none"> - Audit Log - ZoneScan Global Settings - ZoneScan Readings Status - ZoneScan.net <p>Communication</p> <ul style="list-style-type: none"> - Firmware Status - DCU Firmware Management - MTU Firmware Management - Communication Status - Communication Management
Job Scheduler submenu	From the Applications menu tab click on Job Scheduler	<p>The following sub-menu items are available.</p> <p>Jobs</p> <p>Device Groups</p> <p>Job History</p>
Help Menu	Click the Help link on the upper right corner of the screen.	View Help and/or Ask on AclaraConnect options available.

Attachment 5
to
Statement of Work
System Acceptance Test (SAT)



AclaraONE

System Acceptance Test Cases

Prepared for: City of Griffin, GA

Version:1.0

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1. Overview

The Test Cases outlined in this document will allow the Utility to verify compliance of the Aclara AMI solution. Test case execution and approval of the functionality described in this document is necessary for Acceptance of the System. The Utility will be responsible for reviewing and executing the attached test cases within the five (5) business day period scheduled in order to ensure proper delivery of remaining hardware as scheduled during kickoff of the project.

Pre-requisites to begin System Acceptance Testing are as follows:

- Aclara has certified that the customer’s territory has the correct AMI network hardware and AclaraONE, including meter-to-cash interfaces, and an active Azure account & access.
- Aclara has validated the configuration and health diagnostics for AclaraONE within the customer’s territory, including meter-to-cash interfaces and an active Azure account & access.
- Electric Meter Factory acceptance testing has been successfully completed.
- The customer has installed 5 meters for each commodity in scope for the project (electric, Water)

2. Menus And Navigation

2.1. Menus

Description	Activity	Expected Results	Pass/Fail	Comments
2.1.1 The following Primary Menu items or Applications should display by default	Expand the Menu on the upper left corner of the screen	Verify the following options are displayed. CSR Portal MDM; Administration Reporting Aclara RF Electric Aclara RF Water Job Scheduler		

<p>2.1.2 The following submenu items should be present under MDM</p>	<p>From the Applications Menu tab click on MDM. The following menu items should appear.</p>	<p>Premise Search Total Consumption Events - Event List - Event Trends Event Summary Dashboard</p>		
<p>2.1.3 The following submenu items should be present under the Administration Menu</p>	<p>From the Applications Menu tab Click on Administration The following sub-menu items should appear</p>	<ul style="list-style-type: none"> - Report Group Management - Resource Security - Event Management - Event Groups - Users - File Directory 		
<p>2.1.4 The following submenu items should be present under the Reporting Menu</p>	<p>From the Applications Menu tab Click on Reporting The following sub-menu items should appear</p>	<ul style="list-style-type: none"> - Usage History Report - Meter Issues Report 		
<p>2.1.5 The following submenu items should be present under the Aclara RF Water Menu</p>	<p>From the Applications menu tab click on Aclara RF Water. The following sub-menu items should appear.</p>	<ul style="list-style-type: none"> - Equipment <ul style="list-style-type: none"> o DCUs <ul style="list-style-type: none"> ▪ DCUs ▪ DCUs Notifications ▪ DCU Uptime o MTUs <ul style="list-style-type: none"> ▪ MTUs ▪ MTU to DCU Communication o RDDs o Installations <ul style="list-style-type: none"> ▪ Installations ▪ No Read Received ▪ Missing Progra 		

		<ul style="list-style-type: none"> mming Records <ul style="list-style-type: none"> ▪ Programmer Records - Administration <ul style="list-style-type: none"> o Audit Log - Communication <ul style="list-style-type: none"> o Firmware Status o DCU Firmware Management o MTU Firmware Management o Communication Status o Communication Management 		
2.1.6 Verify you are able to navigate to the DCU module under ACLARA RF WATER (head-end integration)	From the Applications menu tab click on ACLARA RF WATER> Equipment> DCUs> DCUs	Verify the DCUs screen is displayed showing the list of DCUs.		
2.1.7 Verify you are able to navigate to the MTU module under ACLARA RF WATER	From the Applications menu tab click on ACLARA RF WATER> Equipment> MTUs> MTUs	Verify the MTUs screen is displayed showing the list of MTUs.		
2.1.8 Verify Help link is functioning	Click the Help link on the upper right corner of the screen. Then, click View Help and/or Ask on AclaraConnect	Verify the Help and/or Aclara Connect login screens are displayed.		
2.1.9 Verify Events screen is displayed and shows the expected options	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field</p>	<p>Verify the Event Group drop-down has the options:</p> <p>Base Overview Consumption DCU Alarms Distribution Health Network Health TimeSync Issues</p>		

<p>2.1.10 Verify the correct Event Type are displayed under the Event Group= Base Overview</p>	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Base Overview.</p>	<p>Verify the Event Type options displayed are:</p> <p>DCU Memory Problem Negative Consumption Power-Outage Power-Restore Read Rate Read Rate- Daily (E) Read Rate- Interval (E)</p>		
<p>2.1.11 Verify the correct Event Type are displayed under the Event Group= Consumption</p>	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Consumption.</p>	<p>Verify the Event Type options displayed are:</p> <p>Abnormal Consumption Abnormal Daily – High (F) Abnormal Daily – High (N) Abnormal Daily – High (R) Abnormal Daily – High (T) Abnormal Daily- Low(F) Abnormal Daily- Low (N) Abnormal Daily – Low (R) Abnormal Daily – Low (T) Constant Consumption Consumption Edited Continuous Consumption High Consumption Negative Backwards Negative Consumption Negative Daily Use (E) Zero Consumption</p>		
<p>2.1.12 Validate the correct Event Type are displayed under the Event Group= DCU Alarms</p>	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select DCU Alarms.</p>	<p>The following Event Type options displayed are:</p> <p>DCU Backup Battery DCU Did Not Clear DCU Door Opened DCU Door Still Open DCU High Current DCU Loss of Lock DCU Low Charging</p>		

		DCU Memory Problem DCU No Call DCU Reset DCU Technician Port		
2.1.13 Validate the correct Event Type are displayed under the Event Group= Distribution Health	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Distribution Health</p>	<p>The following Event Type options displayed are:</p> <p>Magnetic Tamper- Cleared Magnetic Tamper- Detected Meter High Temp Meter High Temp – Cleared Meter Roll Over Meter Tilt Negative Daily Use (E) Power- Outage Power- Restore Volt Sag- Start (A) Volt Sag- Start (B) Volt Sag – Start (C) Volt Sag – Stop (A) Volt Sag – Stop (B) Volt Sag – Stop (C) Volt Swell – Start (A) Volt Swell – Start (B) Volt Swell – Start (C) Volt Swell – Stop (A) Volt Swell – Stop (B) Volt Swell – Stop (C)</p>		
2.1.14 Verify the correct Event Type are displayed under the Event Group= Network Health	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Network Health.</p>	<p>Verify the Event Type options displayed are:</p> <p>DCU Backup Battery DCU Did Not Clear DCU Door Opened DCU Door Still Open Low Battery MTUs Low Battery Warning MTU Tamper Magnetic Tamper</p>		

		Magnetic Tamper – Cleared Magnetic Tamper - Detected Memory Map Error Meter High Temp Meter High Temp – Cleared Meter Roll Over Meter Tilt Program Memory Error Read Rate Read Rate – Daily (E) Read Rate – Interval (E)		
2.1.15 Validate the correct Event Type are displayed under the Event Group= TimeSync Issues	From the Applications menu tab click on MDM> Events> Event List On the Event List screen expand the Event Group drop-down field and select TimeSync Issues.	The following Event Type options displayed are: Time Sync Drift Time Sync Request Time Sync Timeout		

3. Aclara RF Water Validation

3.1. Aclara RF Water Navigation and checking for web console errors

Description	Activity	Expected Results	Pass/Fail	Comments
3.1.1 Navigate through page on the HE and verify no errors are displayed.	Navigate through page on the HE and verify no errors are displayed. Make sure you have the web console opened.	No errors are triggered. All pages are correctly displayed.		

3.2. Aclara RF Water- DCU Validation

Description	Activity	Expected Results	Pass/Fail	Comments
<p>3.2.1 DCUs - Verify DCUs screen is displayed as expected.</p>	<p>From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCUs</p>	<p>Verify the DCUs screen is displayed showing in a grid the DCUs (with status Online, Offline, Unknown) for the predefined Date Range. Following information is shown in the grid: DCU ID, DCU Name, Network, Location, Status, DCU Last Endpoint Reception, # of Endpoints Heard by DCU in past 2 hours, First Call, Last Call, Number of Calls, Total Call Time, Records Expected, Records Received, Last Call Cleared, Date Installed.</p> <p>Verify the total number of DCU's shown on the grid is correct.</p>		
<p>3.2.2 Verify DCU Information and tabs within DCU.</p>	<p>a) From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCUs b) Click an Online DCU ID c) Click on each tab within the DCU Details screen (i.e. Transceiver Information)</p>	<p>a) Verify list of DCU is shown on the grid. b) Verify the DCU information screen is displayed showing the correct information for the DCU. Also make sure the Map shows the correct Lat and Long. c) Verify each screen shows data for the DCU under test.</p>		
<p>3.2.3 Verify the DCU Notifications screen is displayed as expected.</p>	<p>From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCU Notifications</p>	<p>Verify the DCU Current State Notifications grid is displayed showing information such as Date/Time, DCU ID, DCU Name, Description, Type, Message Code, Value.</p> <p>Make sure you can filter information by selecting/deselecting the Notification Type checkboxes.</p>		

3.2.4 Verify the DCU Uptime page	From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCU Uptime	Verify the same DCUs listed on the DCUs page is listed on the DCU Uptime page.		
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3.3. Aclara RF Water– MTU Validation

Description	Activity	Expected Results	Pass/ Fail	Comments
3.3.1 Verify the MTUs search screen shows correct data.	From the Applications menu click ACLARA RF WATER> Equipment> MTUs> MTUs	Verify the total number of Active MTUs is correct. Verify each MTU record has a value for MTU ID, Port, Premise, Meter Serial Number, MTU Type, Meter Type, Status and Commodity.		
3.3.2 Verify the the correct Meter Type is shown.	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID d) Click the View Details button e) Verify the Meter Type displayed in the Basic Info section matches with the meter type in the NCC system. 	Meter Type on the Basic Info section.		
3.3.3 Verify Last Transmission Date on the Basic Info section is in sync with the latest transmission under Transmission History.	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID link to access the MTU Detail View page 	The Last Transmission Date on the Basic Info section is in sync with the latest transmission under Transmission History.		

	<p>d) Look at the Last Transmission Date shown within the Basic Info.</p> <p>e) Click the Transmission History tab on the left navigation pane.</p> <p>f) Verify Last Transmission Dates are in sync.</p>			
<p>3.3.4 Verify data for Battery Voltage is displayed.</p>	<p>Following the navigation path of 3.3.4.</p> <p>Within the Mtu Detail View page click the Battery Voltage option on the left navigation pane.</p>	<p>Verify Battery Voltage is shown in the chart.</p> <p>Note: For new MTU types (i.e. 342x's), if the MTU was installed less than 90 days ago it is possible that the Battery Voltage data will not be available yet.</p>		
<p>3.3.5 Verify Installation History</p>	<p>Following the navigation path of 3.3.4.</p> <p>Within the Mtu Detail View page click the Installation History option on the left navigation pane.</p>	<p>Validate the date for the latest AddMtu installation record in the Installation History tab matches with the Install Date in the Basic Info section in the MTU Information tab.</p> <p>Also, validate that the Install Date shown on the Basic Info section matches with the install date in the NCC.</p>		
<p>3.3.6 Verify the Last Read Date on the meter card matches with the latest available read.</p>	<p>a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs</p> <p>b) Search for your MTU ID</p> <p>c) Click the MTU ID link to access the MTU Detail View page</p>	<p>The Last Read Date on the meter card matches with the latest available read.</p>		

	<ul style="list-style-type: none"> d) Write down the Last Read Date shown on the meter card. e) Click the View Details button within the meter card f) Look for the the Last Read Date in the Basic Info section on the Meter Detail View page and make sure it matches with the Last Read Date the meter card. g) Click Read History h) Verify the Last Read Date on the meter card matches with the latest available read in the Read History tab. 			
<p>3.3.7 Verify read history is available as of Install Date.</p>	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID link to access the MTU Detail View page d) Click View Details on the Meter card e) Check the Install Date on the Basic Info section f) Click Read History g) Change the date range to retrieve the usage as of the install date. 	<p>The first reads are as of the install date.</p>		

	<p>Make sure the first available read is as of the Install Date.</p>			
<p>3.3.8 Verify On Demand functionality for the MTU</p>	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID link to access the MTU Detail View page d) Click View Details on the Meter card e) Check the Install Date on the Basic Info section f) Click Read History g) Click On Demand Read button on the top of the displayed reads. Wait for few minutes an verify that On Demand read is returned successfully 	<p>On Demand Read for MTU is returned successfully</p>		
<p>3.3.9 Verify the conversion Raw Data to Value is correct.</p>	<p>Following the navigation steps from 3.3.8</p> <ul style="list-style-type: none"> a) On the Meter Detail View page make sure you have the Meter Information tab opened b) Identify the Meter Type and the Gal (or CF) value. For example, "0.1. Gal". 	<p>The Raw Data to Value conversion is correct by applying the Meter Type Gal value to the Raw Data read.</p>		

	<p>c) Click the Read History tab</p> <p>d) On Ready History click on the three dots next to the column header and select Columns> Raw Data.</p> <p>e) Verify the Raw Data read to Value conversion is correct. For example, if Raw Data is 117 and Meter Type is 0.1 Gal then the Value will be 11.7.</p>			
<p>3.3.10 Verify the MTU to DCU Communication page loads correctly.</p>	<p>a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs> MTU to DCU Communication</p>	<p>Verify the MTU to DCU Communication page loads correctly.</p>		

3.4. Aclara RF Water- Installations

Description	Activity	Expected Results	Pass/Fail	Comments
<p>3.4.1 Verify the Installations screen shows installation records.</p>	<p>From the Applications menu click ACLARA RF WATER> Equipment> Installations> Installations</p>	<p>Verify the Installations screen is displayed showing the MTU installations done over the Date Range selected in the Date Range field.</p> <p>Following information is displayed on the Grid: Premise, MTU ID, Port, Reason, Install Time, Installer, Reading, Meter Type, Wake Up Received, Reading Received.</p>		

3.4.2 Verify the No Read Received screen shows "Wake Up Transmission records without a Reading"	From the Applications menu click ACLARA RF WATER> Equipment> Installations> No Read Received	The No Read Received screen shows "Wake Up Transmission records without a Reading" Note: Not having any records show up on this page is OK.		
3.4.3 Verify no records are displayed under Missing Programming Records.	From the Applications menu click ACLARA RF WATER> Equipment> Installations> Missing Programming Records	Verify no records are displayed under Missing Programming Records.		
3.4.4 Verify Programmer Records screen shows records.	From the Applications menu click ACLARA RF WATER> Equipment> Programmer Records	Verify the number of records shown here match or are close to the number of records under Installations for the same date range.		

4. Aclara RF Electric Validation

4.1. Network

Test Objective: Verify the system health overview screen. Verify functioning of Services and Diagnostic tool for system commands.

Description	Activity	Expected Results	Pass / Fail	Comments
4.1.1 Verify Read Success (Verification of Interval and Daily Shift data communication status)	From the Menu tab slide out Navigate to Aclara RF Electric screen Click on Network > System Health Overview <ul style="list-style-type: none"> Verify Daily Shift Communication success chart is displayed. 	The interval and Daily Shift communication chart are correct.		

	<ul style="list-style-type: none"> • Verify Interval (15/30/60 mins) Communication success chart is displayed. • Verify successful endpoint count 			
4.1.2 Verify DCU Uptime	<p>From the Menu tab slide out Navigate to Aclara RF Electric screen</p> <p>Click on Network > System Health Overview</p> <p>Click on 'View full DCU Uptime Report' to review all DCU uptime result</p>	Review DCU uptime result. All DCUs should be active, up and running		
4.1.3 Verify System Commands Verify that the user is able to successfully submit Command (On Demand, Connect, Disconnect etc) from the HeadEnd	<p>From the Menu tab slide out Navigate to Aclara RF Electric screen</p> <p>Click on Network > Service and Diagnostics Tool</p> <ul style="list-style-type: none"> • Add Endpoint and select the Command. • Select DCU routing • Click Send Command <p>(For testing using 'Diagnostic Meter Read' for On Demand Read)</p>	<ul style="list-style-type: none"> • The following system commands generate successful output <ul style="list-style-type: none"> ○ Diag Meter Read ○ Diag Read MetaData ○ Diagnostic Demand Read • The following system commands generate successful output. These commands can impact the meter, so ensure you have picked the right test meter <ul style="list-style-type: none"> ○ Diag Connect ○ Diag Decomm endpoint ○ Diag Demand reset ○ Diag Disconnect 		

4.2. DCU and Endpoint Verification

Test Objective: Verify DCUs and Endpoints are installed, transmitting data and available for managing daily network operations

Description	Activity	Expected Results	Pass / Fail	Comments
4.2.1 Verify Endpoints Verify that all SRFN endpoints registered in the field are displayed	From the Menu tab slide out Navigate to Aclara RF Electric screen Click on Equipment > Metering Verify all SRFN endpoints are displayed	All SRFN endpoints are displayed on the screen.		
4.2.2 Verify DCUs Verify that all DCUs are online and displayed	From the Menu tab slide out Navigate to Aclara RF Electric screen Click on Equipment > DCUs Verify all DCUs are displayed	All DCUs are listed and currently online.		

4.3. Notifications

Test Objective: Verify endpoints notifications are displayed on the UI

Description	Activity	Expected Results	Pass / Fail	Comments
4.3.1 Validate Endpoint Notifications Verify that all notifications associated with SRFN endpoints are displayed	From the Menu tab slide out Navigate to Synergize RF screen Click on Notifications > Endpoint Notifications	All endpoint notifications are displayed on the screen.		

<p>User can search the notifications for a specific endpoint</p>	<p>Verify all endpoints notifications</p>			
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5. Job Scheduler

5.1.SRFN Job Scheduler

Description	Activity	Expected Results	Pass / Fail	Comments
<p>5.1.1 Verify that all existing SRFN Jobs are being displayed.</p> <p>The user shall be able to create a new job for SRFN from this screen</p>	<p>From the Menu tab slide out Navigate to Job Scheduler screen</p> <p>Click on Job Scheduler > Jobs</p> <p>Verify results on Job Scheduler screen. Verify that the recurring Demand Reset Job is also Displayed.</p> <p>Click on Create Job button on upper right corner and create a new job by entering all required fields.</p>	<p>All jobs are displayed, including the recurring active job for Demand Reset.</p> <p>The user can create a new job or edit an existing job</p>		
<p>5.1.2 Verify that all existing Groups are being displayed.</p>	<p>From the Menu tab slide out Navigate to Job Scheduler screen</p>	<p>All groups are displayed, including the groups created for KV2C, I210+, I210+C used for demand reset job.</p>		

<p>The user shall be able to create a new Group from this screen using 'Create New Group' button</p>	<p>Click on Job Scheduler > Groups</p> <p>Verify results on Groups screen.</p> <p>Click on Create New Group button on upper right corner and create a new Group by entering all required fields.</p>			
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6.MDM Validation

6.1. MDM NAVigation and checking for web console errors

Description	Activity	Expected Results	Pass / Fail	Comments
<p>6.1.1 Navigate through page on the MDM and verify no errors are displayed.</p>	<p>Navigate through page on the MDM and verify no errors are displayed. Make sure you have the web console opened.</p>	<p>No errors are triggered. All pages are correctly displayed.</p>		

6.2. Event Summary Dashboard

Test Objective: Verify that the Dashboard navigation and features are working, as designed upon signing-in.

Description	Activity	Expected Results	Pass / Fail	Comments

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<p>6.2.1 Validate Event Summary Dashboard screen with map is displayed.</p> <p>Validate the GIS coordinates are correct for the meters (OR DCU's for DCU alarm events)</p>	<p>From the Applications menu click MDM> Event Summary Dashboard</p> <p>Note: The default event group shown on the map is "Base Overview".</p> <p>Click on one of meter displayed on the map for the selected event group. Verify the Latitude and Longitude are correct for the test subject.</p>	<p>The map is displayed showing any existing DCU and/or MTU events.</p> <p>The GIS coordinates for selected meter looks correct.</p>		
<p>6.2.2 Validate Event Summary Dashboard screen – Calendar Control</p>	<p>Click the Calendar control (located Upper Right)</p>	<p>The new date is displayed The map refreshes with new data.</p>		
<p>6.2.3 Validate Event Summary Dashboard screen – Event Group</p>	<p>Click the Event Group drop-down (located Upper Right)</p>	<p>Event Groups are displayed, as per configuration Select an Event Group item The dashboard map refreshes with new data.</p>		
<p>6.2.4 Validate Event Summary Dashboard screen – Report Group Selection</p>	<p>Click the Report Group drop-down (located Mid-Left)</p>	<p>Report Groups are displayed, as per configuration Select a Report Group item The dashboard map refreshes with new data.</p>		
<p>6.2.5 Validate Consumption events on</p>	<p>From the Applications menu click MDM></p>	<p>The map is displayed showing a pinpoint for each event.</p>		

<p>the Event Summary Dashboard</p>	<p>Event Summary Dashboard Select Event Group= Consumption Click on any event on the map</p>	<p>Clicking an event on the map will display information such as meter, premise address, Lat and Long.</p>		
<p>6.2.6 Validate DCU Alarms are retrieved</p>	<p>From the Applications menu click MDM> Event Summary Dashboard Select Event Group = DCU Alarms Click on any event on the map</p>	<p>The map is displayed showing a pinpoint for each DCU Alarm. Clicking an event on the map will display information such as DCU ID, Event Type, , Lat and Long.</p>		
<p>6.2.7 Validate Network Health are retrieved</p>	<p>From the Applications menu click MDM> Event Summary Dashboard Select Event Group = Network Health</p>	<p>The map is displayed showing a pinpoint for each Event Type under the Event Group 'Network Health'.</p>		
<p>6.2.8 Validate the total number of events for a specific date and event group match with the number of events in Event List</p>	<p>From the Applications menu click MDM> Event Summary Dashboard a) On the Event Summary Dashboard select Event Group=Consumption and day with events. Note that the total number of events are shown in the grid on the left-</p>	<p>a) The grid on the Event Summary Dashboard is displayed showing the total number of events for the selected Event Group and day. b) The Event List page is displayed showing the events for the same event group and date on the Event Summary Dashboard.</p>		

	<p>hand side of the map.</p> <p>b) Clicking the title "Meter ()" will take you to the Event List page displaying the same events for the Event Group and day you are viewing on the Event Summary Dashboard.</p>			
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6.3. Validating Event List and Event Trends

Test objective: Verify that the event/analytics alarm is triggering correctly, and that analytics’ navigation, filtering, charting, and reporting presentations are functioning as designed.

Events or Alarms have consistent presentation and behavior in the AclaraONE MDM, including the following screens:

- Event Summary Dashboard or Map presentation
- Event List presentation, and
- Event Trends presentation

Events are generated by Hardware (Meter, DCU) or by the software’s analytics e.g. Abnormal Consumption. The SAT Test cases will exercise the common functionality for each of the targeted events or analytics.

Description	Activity	Expected Results	Pass / Fail	Comments
<p>6.3.1 Validate Base Overview events on the Event List page</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= Base Overview (defaulted).</p> <p>Then, click Search</p>	<p>Verify the list of events is shown in the grid.</p>		

<p>6.3.2 Validate DCU Alarms events on the Event List page.</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= DCU Alarms</p> <p>Then, click Search</p>	<p>Verify the list of DCU events is displayed.</p> <p>If you click the Map tab you should see a map with the DCUs with events.</p>		
<p>6.3.3 Validate Consumption events on the Event List page.</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= Consumption</p> <p>Make sure you have selected a Date Range with AMI data.</p> <p>Then, click Search</p>	<p>Verify the list of Consumption events is displayed.</p> <p>If you click the Map tab you should see a map with the MTUs with events.</p>		
<p>6.3.4 Validate Network Health events on the Event List page.</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= Network Health</p> <p>Make sure you have selected a Date Range with AMI data.</p> <p>Then, click Search</p>	<p>Verify the list of Network Health events is displayed.</p> <p>If you click the Map tab you should see a map with the MTUs with events.</p>		
<p>6.3.5 Validate TimeSync events on the Event List page.</p>	<p>From the Applications</p>	<p>Verify the list of TimeSync Issues events is displayed.</p>		

	<p>menu click MDM> Event> Event List</p> <p>Select Event Group= TimeSync Issues</p> <p>Make sure you have selected a Date Range with AMI data.</p> <p>Then, click Search</p>			
<p>6.3.6 Validate events on the Event Trend page for both Electric and Water Report groups</p>	<p>From the Applications menu click MDM>Event> Event Trends</p> <p>a) Select a Date Range, Report Group, Event Group and Event Type that will display data on the charts.</p> <p>b) Also, make sure you can export to a CSV file the data on the second chart.</p> <p>Note: To export the data on the second chart, click on a bar in the chart. This will display a grid beneath the chart, and you will see an Export button on the lower right corner of the page.</p>	<p>a) Charts are shown with data. Data on the second chart “Number of Devices Reporting Event” is only displayed.</p> <p>b) Data on the second chart is successfully exported to a CSV file.</p>		

6.4. Total Consumption

Test Objective: Verify that the Total Consumption navigation, charting, grouping, and grid presentations are working as designed.

Description	Activity	Expected Results	Pass/ Fail	Comments
<p>6.4.1 Validate the Total Consumption screen - All Accounts Group - Water</p> <ul style="list-style-type: none"> • Validate the Daily chart and Summary Card or Panels • Validate the Hourly Chart. 	<p>From the Applications menu click MDM> Total Consumption</p> <ul style="list-style-type: none"> • Select Report Groups 'All Accounts Group - Water'. By default 'All Accounts Group- Electric' is selected. • Verify the Daily Chart and Summary cards for total, average, minimum and maximum consumption • Click on a Date in the Daily Chart and scroll down to view the hourly chart 	<p>The Total Consumption screen is displayed. The chart shows the daily consumption within the last 30 days by default.</p> <p>The daily and hourly chard is displayed correctly.</p> <p>The data grid beneath the graph shows the meters specific to date selected. Check the grid is displaying Meter Serial Number, Account Number, Total Consumption (gal), Average Consumption (gal), Minimum Consumption (gal), Maximum Consumption (gal).</p> <p>Make sure you can export the data into CSV, Image and PDF report by clicking the Export button located on the lower right corner of the chart.</p>		
<p>6.4.2 Validate hover box shows total consumption for the day</p>	<p>From the Applications menu click MDM> Total Consumption</p>	<p>A hover box is displayed showing the date and total gallons.</p>		

	Hover over anywhere on a line in the graph.			
6.4.3 Validate you can access the Water Meter Detail information screen from the Total Consumption page.	<p>From the Applications menu click MDM> Total Consumption</p> <p>Scroll down to the grid and click a meter serial number</p>	The Meter Detail View page is displayed showing the Account and Meter information.		
6.4.4 Validate you can access Account information	<p>From the Applications menu click MDM> Total Consumption</p> <p>Scroll down to the grid and click an Account Number</p>	The Account Detail page is displayed showing the Account information on the top (Customer, Account Number, Address) and Meter information. If Electric meter is also installed at the same location, the meter card for Electric meter will also be displayed.		
<p>6.4.5 Validate the Total Consumption screen – All Accounts Electric Group</p> <p>Validate the chart and Summary Card or Panels</p>	<p>From the Applications menu click MDM> Total Consumption</p> <ul style="list-style-type: none"> • Make sure to select 'All Accounts Group-Electric'. • Validate different Daily Usage options available for Electric Meters • Examine the Summary Cards that display Total, Average, Min, and Max Consumption • 'Hover' over the chart's data points to display a tooltip with 	<p>The Total Consumption screen is displayed.</p> <p>The daily chart is displayed correctly.</p> <p>The Summary Cards accurately reflect the data that is displayed in the chart.</p> <p>(No drilling down to interval level is available for Electric meters)</p>		

	the date and consumption value			
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6.5. MDM – Account Detail

Description	Activity	Expected Results	Pass / Fail	Comments
6.5.1 Validate the customer information	<p>From the Applications menu click MDM> Premise Search</p> <p>Without entering a value in the search field, click the Search button.</p>	A list of accounts is retrieved. Verify the Premise display Premise Number, Customer Id, Meter Serial Number, MTU ID, Last Name (First Name is shown also under Last Name) and Address 1.		
6.5.2 Validate Premise Details information	<p>From the Applications menu click MDM> Premise Search. Search for your MTU ID.</p> <ul style="list-style-type: none"> On the Premise Search results page click the Premise Number. Within Premise Details page click on the Consumption (Water). Later also check Consumption (Electric) if both the services are 	<ul style="list-style-type: none"> The Premise Details page is displayed showing Customer Name and Address. If the location have both Electric and Water meters, two meter card will be displayed for each service. On clicking the Consumption, the Customer Consumption screen is displayed. The Events screen is displayed 		

	<p>applicable for the premise.</p> <ul style="list-style-type: none"> Click the Events tab on the left size of the screen. 	<p>showing any event available for the account.</p>		
<p>6.5.3 Meter information and navigation to head-end</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Do a quick search by Premise Number.</p> <ul style="list-style-type: none"> Click on the Premise Number. On the Meter Card click View Details. 	<ul style="list-style-type: none"> After you click on the Premise Number link on the Premise Search page, the the Customer Info screen is displayed and the Meter card is displayed. Clicking the View Details button takes you to the corresponding Meter information screen on the HeadEnd. 		
<p>6.5.4 Check Interval types on the Consumption screen for Water Meters</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Click the Search button.</p> <p>Click your Premise Number. Lastly, click on the Consumption tab on the left-hand side of the screen.</p>	<p>Verify Hourly, Daily, Monthly and Meter Interval data can be displayed in the chart and data grid when you select the corresponding interval in the Interval drop-down field.</p> <p>Verify the Unit of Measure is correct.</p> <p>Verify you can export the Consumption data by clicking the Export button under the Consumption chart (CSV, Image, PDF).</p> <p>(Note: Meter Interval selection for</p>		

		<p>Interval Types display both hourly consumption and reads for Water Meters)</p>		
<p>6.5.5 Compare meter interval data in the MDM against ACLARA RF WATER</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Search for your MTU ID. Then, click on the Premise Number shown in the search results. Lastly, click on the Consumption tab on the left-hand side.</p>	<p>From the Interval drop-down select the Meter Interval option. Using the Export button on the lower right corner of the screen export the interval data into a CSV file. Compare it against the usage for the same period in ACLARA RF WATER and make sure the intervals match.</p> <p>Accessing the reads in ACLARA RF WATER: On the current screen click the Customer Info tab, then on the right side of the screen look for the meter card and click the View Details button. On the Meter Detail View screen click on the Read History tab. Compare reads in ACLARA RF WATER vs the reads in MDM and make sure they match.</p>		

<p>6.5.6 Check Interval types on the Consumption screen for Electric Meters</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Click the Search button.</p> <p>Click your Premise Number. Lastly, click on the Consumption (Electric) tab on the left-hand side of the screen.</p>	<p>The Interval KWh chart and Meter Interval data grid is displayed for the selected date range.</p> <p>The daily consumption chart for the meter is also displayed based on the 'Daily Readings' selection.</p> <p>Verify you can export the Consumption data by clicking the Export button under the Consumption chart (CSV, Image, PDF).</p>		
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BILLING EXPORT TESTING

Test Objective: Verify the generation of daily CMEP billing export file for Electric meters.

BILLING EXPORT TESTING

Description	Activity	Expected Results	Pass / Fail	Comments
<p>6.1.1 Validate Bill file format (CMEP MEPMD01 format) Validate that file is generated on daily basis at configured time and designated folder on the sftp location</p>	<p>Validate the format of the Bill file matches to the specification in the requirements document.</p> <p>S</p> <p>Validate the file generation process is</p>	<p>Bill file contains all fields as specified in the requirements document.</p> <p>File is generated in /Billing/Outgoing folder\aclaraone\\$\FileExchange\Export\CustomerBilling on sftp</p>		

	configured as expected.	location on a daily basis.		
<p>6.1.2 Validate all mandatory fields in the bill file are populated</p> <p>UOM is populated as expected for different Read Types selected by the utility</p> <p>File include Daily midnight read for two previous days</p>	<p>Validate all mandatory fields in the Bill File are populated.</p> <p>Check UOM's are reported correctly.</p> <p>Previous day and current day daily data is included in the file for UOM identified by the Utility and Aclara. The interval Interval consumption is also reported in the same file..</p>	<p>All mandatory fields in the Bill File are populated.</p> <p>The file includes Previous day and Current day daily data for UOM identified by Aclara and the Utility.</p> <p>The Interval consumption is also included in the same file.</p>		
<p>6.1.3 Validate counts of meters in the CMEP file</p>	<p>Validate the record count in the file is correct.</p>	<p>Record count in the file is correct and is comparable to total count of active electric meters.</p>		

CIS ACCOUNT IMPORT TESTING

Test Objective: Verify the processing of the daily CIS Account Import file into MDM.

Description	Activity	Expected Results	Pass / Fail	Comments
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<p>9.1 Validate daily CIS files are delivered by the utility on a regular basis in designated folder on the sftp location.</p>	<p>1. Verify that the utility is placing daily CIS files in the designated sftp location (xxx\CISAccountI mport)</p> <p>2. Verify that Aclara picks the the file from the sftp and process it in MDM.</p>	<p>Daily files provided by the utility.</p> <p>The file is moved from the sftp by the Aclara configured MoveIT job for processing in MDM.</p>		
<p>9.2 Validate the customer information in the MDM for a new install.</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Look for the Meter you want to verify. Verify the information displayed on the premise search page for the meter.</p>	<p>Validate that the Customer Name, Address, Phone, email is shown on the Premise Search grid. Verify that it matches with information in the CIS.</p> <p>When you access the Premise Detail validate the Customer Name and Address is also displayed on the Premise Detail screen.</p>		
<p>9.3 Validate the customer information in the MDM for a Customer Move-Out/Move-In scenario. MDM display the latest customer information only (no history).</p> <p>Precondition: The existing customer already exists in the system. The existing customer now has moved out and a new customer</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Look for the Meter you want to verify. Click the Premise Number.</p>	<p>Validate that the Customer Name, Address, Email, Service ID and Bill Account is shown on the Premise Search grid. Only the last customer information is displayed, so in case of move-out/move-in you will only see the new customer once data is updated (no history maintained).</p>		

<p>moved in. The CIS file include the new customer at that location with the MeterServiceStartDate as New Service Connect Date</p>		<p>When you access the Premise Detail validate the Customer Name, Address and other information is shown and it matches with the information on the Account Import file.</p>		
<p>4.6.5 Validate the customer information in the MDM is displayed correctly for Meter Exchange Scenario.</p> <p>Precondition: Meter is installed with at a given location. Meter is exchanged with a new meter. The CIS file include the new meter at that location with the MeterServiceStartDate as Meter Install Date.</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Look for the Meter you want to verify. Click the Premise Number.</p>	<p>Validate that the Customer Name, Address, Email, Service ID and Bill Account is shown on the Premise Search grid. The new Meter is assigned to the location and the customer.</p>		

<p>Outage Management System (OMS) Interface</p>	<ul style="list-style-type: none"> • Confirm the test meter can be pulled from the socket without impacting any customers. • Pull the meter and force an outage 	<ul style="list-style-type: none"> • The System Health Overview Screen must display an outage for the test meter • The outage notification must be received by the OMS system.
	<ul style="list-style-type: none"> • Plug the meter back and verify restoration message 	<ul style="list-style-type: none"> • System Health Overview screen is updated with the correct status • The OMS system receives the restoration notification

**Attachment 6
to
Statement of Work**

System Acceptance Test Exceptions and Exclusions

The following events are exceptions and exclusion that are beyond Aclara’s control and may impact the performance of the AclaraONE software and the overall Aclara RF AMI system and its ability to capture readings. Aclara is therefore not responsible for performance metrics which are not met due to the extent caused by the following:

- Failure or degradation of any software or equipment not provided by Aclara or not installed according to Aclara’s specifications, thereby impacting performance.
- Failure or degradation of any software or equipment provided by Aclara when the system has not been properly serviced and maintained as required in writing and provided to Client (except where such service or maintenance is the responsibility of Aclara).
- Removal of any equipment from service in a manner that renders Aclara’s Products inoperable.
- Errors or omissions in data provided by external systems (non-Aclara systems) to the AclaraONE headend such as incorrect meter IDs, or failure to provide current data on meter replacements or removals.
- The election, at any time, to collect data through operations not performed in accordance with Aclara’s Product documentation as provided to Client.
- Integration work not performed in accordance with Aclara’s guidelines.
- Failure of LAN and or WAN servers, network devices, or network connectivity that is not directly under Aclara’s or its subcontractors’ or vendors’ control.

“Suspect MTU” shall mean those MTUs or RF Electric Meters that have not successfully transmitted data since installation or subsequent to installation have been damaged, had Radio Frequency transmission physically blocked or have failed to successfully transmit for five (5) days.

“Suspect MTU” exceptions, as used for the purposes of this section, include but are not limited to the following:

- Suspect MTU Reporting. An MTU or RF electric meters is considered a “suspect MTU” under the following conditions and is thus excluded from the total count of MTUs to determine Active MTUs:
 - Installed outside of contracted SAT coverage area
 - MTU or DCU equipment failure due to tampering, damage, vandalism, or Force Majeure events.

Attachment 7
to
Exhibit A Statement of Work
Change Order Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the System Owner or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule; and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Aclara will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____

2. Define the impact, if any, on existing work product: _____

3. Define additional work product required as a result of the requested change, if any: _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:
Aclara Technologies LLC (Aclara)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

Accepted By:
City of Griffin, GA (System Owner)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

**Aclara Pricing for the City of Griffin (GA)
Aclara RF System / Aclara RF Water System - Trial**



Quote # Valid from Date: 5/16/2025
Valid to Date: 8/16/2025

HARDWARE						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
1.0 NETWORK						
1.01	Trial Package Pricing (105 endpoints, 3 DCUs for network, software, professional service & training)		1		\$100,000.00	
1.02	DCU-II+, RF, 1-ch Tx, 8-ch Rx, T-Board, AC, Ethernet	501-85ES2A2T-EGW	3		Included in Trial Package Pricing	(7,8,9)
1.03	DCU Mounting Hardware, DCU II+ Mounting Kit, Pole Mount, Banded	109-75-03A	3		Included in Trial Package Pricing	(7,8,9,10)
1.04	DCU Mounting Hardware, DCU II+ Mounting Kit, Pole Mount, Banded, DCU II+ Antenna	109-85S-02	3		Included in Trial Package Pricing	(7,8,9,10)
1.05	20' Low Loss N-M To N-M cable	070-2570-20	6		Included in Trial Package Pricing	(7,8,9,10)
1.06	DCU Accessories - E-5008 CTV Barrel lock key (includes cover)	057-0078	1		Included in Trial Package Pricing	
1.07	Aclara DCU Programming Cable	070-9975M-068-USB	1		Included in Trial Package Pricing	
1.08	Wireless Field Programming Coil	109-6900	1		Included in Trial Package Pricing	(12)
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
2.0 ELECTRIC RF ENDPOINTS						
2.01	Aclara i210+c 2S CL200 240V w/ RD RF Electric Residential Meter, including integrated Aclara Module, TQEVK	ANSX*	80		Included in Trial Package Pricing	(14,15,17)
2.02	Aclara KV2c 9S CL20 120-480V, Gen 5, RF Electric Commercial Meter, including integrated Aclara Module, TQEVK	ANSX*	10		Included in Trial Package Pricing	(14,16,17)
2.03	Aclara KV2c 16S CL200 120-480V, Gen 5, RF Electric Commercial Meter, including integrated Aclara Module, TQEVK	ANSX*	10		Included in Trial Package Pricing	(14,16,17)
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
3.0 WATER ENDPOINTS						
3.01	Water Meter MTU - Encoder Single Port - 12' Itron	3451-712-DBW	5		Included in Trial Package Pricing	(13)
3.02	Water MTU Short Spacer for Pit Installs	056-8150S	10		Included in Trial Package Pricing	
HARDWARE TOTAL:					\$0.00	
SOFTWARE						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
4.0 INITIAL SOFTWARE (ONE-TIME FEES)						
4.02	AclaraONE Software Setup - Water/Electric	SW-3010P-E-RF	1		Included in Trial Package Pricing	(20)
INITIAL SOFTWARE TOTAL:					\$0.00	
5.0 SOFTWARE ANNUAL FEES						
5.01	Managed Services/ System Monitoring (Annual)	SW-3010P-W-RF	1		Included in Trial Package Pricing	(22)
5.02	DCU Maintenance (Annual)	NS-DCUM-E-RF	3		Included in Trial Package Pricing	(22)
5.03	Aclara MTU Mobile Programmer ASP Fee	SW-1050A	5		Included in Trial Package Pricing	(20,21,22)
ANNUAL SOFTWARE TOTAL:					\$0.00	

PROFESSIONAL SERVICES						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
6.0	PROFESSIONAL SERVICES - NETWORK					
6.01	Aclara Professional Services - RF Network Analysis, Deployment Support and Validation	NS-PSV-E-RF	1	Included in Trial Package Pricing		(12,18,19)
6.02	Performance Bond	NS-PSV-W-RF	1	Included in Trial Package Pricing		
PROFESSIONAL SERVICES TOTAL:					\$0.00	

TRAINING						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
7.0	TRAINING					
7.01	Training - RF Electric & Water Combo	NS-TRN-EH-RF	1	Included in Trial Package Pricing		
TRAINING TOTAL:					\$0.00	

Subtotal: \$100,000.00
Material Handling & Freight: Included
Grand Total: \$100,000.00 (1,2,3,4,5,6)

OPTIONAL SELECTIONS						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
1.0	OPTIONAL SELECTIONS					
1.01	ProField (WOMS) for Pilot - SGS		1	\$57,750.00		

PRICING ASSUMPTIONS

General Note: This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and Certain Services that are available on Aclara's website at:
<http://www.aclara.com/terms-and-conditions/>
 Any conflicting or additional terms and conditions contained in any resulting purchase order are hereby rejected unless agreed to in writing by Aclara.

GENERAL

- 1 Pricing remains in effect for a period of 90-days from the date above.
- 2 Pricing is confidential, proprietary, and governed by the confidentiality requirements of the terms and conditions.
- 3 The itemized pricing shown is based on quantities and schedules proposed herein; any changes may result in a pricing adjustment. Stand-alone pricing for each line item may be provided upon request.
- 4 Total extended price shown excludes any applicable Sales Tax.
- 5 In the event of unusual and significant fluctuation in commodities, freight, and/or logistics, Aclara reserves the right to adjust pricing with 30 days' notice.
- 6 Prices on any new, or issued orders, may be subject to change resulting from any new or altered government-imposed tariffs, duties or other charges of any kind

NETWORK

- 7 Total extended price shown excludes DCU mounting structures (e.g. poles, installation of poles) and site acquisition costs.
- 8 DCU installations and configurations may be a mixture of various mounting styles. Current estimates show 3 DCUs, but a detailed propagation study and site survey is needed to finalize the quantities and types. Pricing Adjustments will be required to accommodate changes in DCU type/counts (i.e. pole height parameters changing), mounting types, and installation types.
- 9 Pricing and arrangements for non-standard installations will be handled individually. Typical standard installation rate (pole and roof mount) is 3 to 5 units per day.
- 10 DCU mounting kits include standard cabling (Pole – 2x20'), additional cabling to be priced upon mounting requirements.
- 11 Add \$1,000.00 for 1-day Bucket Truck Rental if needed for access.

12 Final quantity of MTU Programmers to be determined based on installation plan and number of installers. Used to program and activate the MTU.

ENDPOINTS

13 Does not include the water meter.

14 Endpoint prices are subject to change on individual Features, Forms, Classes, Softswitches & Quantities

15 Residential Meter Softswitches that are included in above quote: i210+c

T - Time of Use (TOU)

Q - Power Quality Recording (Min, Avg, Max Voltage)

E - Event Logging Recording (up to 200 events)

V - Voltage Sag / Swell Monitor and Recording

R - Basic LP Recording, 4 Channel

K - Reactive / Apparent Energy Consumption

16 Commercial Meter Softswitches that are included in above quote: KV2c

T - Time of Use

Q - Power Quality

E - Event Logging (500 events)

V - Sag and Swell Monitoring

R - Basic Recording (8 Channels)

K - Reactive / Apparent Energy Consumption

17 The final material numbers for configured meters will be provided after award.

PROFESSIONAL SERVICES

18 Professional Service Pricing Assumptions:

1. 100 RF electric , 5 Water

2. 3 DCUs (3 electric pole sites)

3. Single Hosted Production AclaraONE environment

4. SAT integration with CIS

- CIS Account Import - Meter Life cycle updates (MultiSpeak or flat files)
- Billing and interval export (flat files)
- OMS integration (outage and restoration notification over Multispeak)
- Mobile programmer configuration

5. Utility's CIS (and other) vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. Standard inbound and outbound integrations are assumed. Standard bill export and/or interval data export is flat-file format

6. SAT Test Case duration is 10 days from start to complete

7. Aclara's professional services includes a 3 month pilot duration followed by 9 months of project management support during the mass meter deployment phase to assist with network optimization.

8. Meter installations completed by the Utility. Mass deployment will commence immediately after System Acceptance Testing approval

9. Aclara Professional Services pricing could be subject to change if Aclara Professional Services are requested to remain on the project for an extended timeframe (beyond the 6 months period).

10. Aclara will install SAT required DCUs and will immediately continue installing DCUs for mass deployment concurrently

11. Aclara assumes DCU sites will have existing AC Power or be powered by solar. If an AC DCU is required, Aclara assumes the site has existing AC, and Utility is responsible for running an AC extension line to a Utility-supplied disconnect switch with a 6-ft flexible conduit pigtail at the determined DCU mounting location.

- System Owner will provide an earth grounding point at sites selected for DCU installations
- Site acquisition not included. Utility is responsible for all site preparations prior to DCU installation, including but not limited to lease agreements, pole costs, pole planting logistics costs, engineering surveys/drawings, traffic management, permits, new site construction.
- System Owner is responsible to install antenna and run the cables. Aclara will hang the DCU cabinet and commission the unit.
- Additional cost will apply if DCUs are to be installed on water tower or lattice towers > 60ft.

12. Scope of work does not include any custom reports or customizations

13. Hardware delivery plan is not confirmed – dates are assumed.

14. FCC license fee is included.

19 The pricing above does not include the following:

1. Any DBE, MBE, WBE, FBE, VBE requirements, costs, pricing – such as, but not limited to, civil engineers, permitting/pole planting, customer outreach, call center, staff resourcing, landscape/urban planning/arborist, installation labor, large meter plumbers, excavation/concrete, vac trucks, etc.
2. Third party contractor DCU installation, site acquisition fees, lease agreements, pole costs, pole planting logistics costs, engineering surveys/drawings, traffic management, permitting, new site construction.

SOFTWARE

20 AclaraONE configuration based on total system size of (105 total endpoints) endpoints. Final AclaraONE configuration will be determined by working in conjunction with IT staff at the beginning of each contract year and pricing adjusted accordingly for that year.

ANNUAL FEES

- 21 Annual fee includes base-level support and software license maintenance.
- 22 Subject to 3% annual escalation starting in year 5.

ACLARA SGS INSTALLATION SERVICES - GRIFFIN, GA

1. General Pricing Notes

- a. Mass Deployment pricing is based on 9 month deployment, plus a 3 month mobilization period, for a total of 12 months.
- b. Pilot installs include 5 Water MTUs; 80 Residential Electric Meters and 20 Commercial Electric Meters, to be installed over a week's period.
- c. Pricing assumes no prevailing wage or union requirements.
- d. Schedule changes resulting in delays, slowdowns, or suspension of services requested by the Utility resulting from factors outside of Aclara SGS control, will result in a change order to compensate for such reasonable costs.

2. Project Price Considerations (Mass Deployment)

- a. Unit price
 - i. Installation of 16,625 Electric Meters quantities as outlined below:

Type	Quantity
Electric Meter 1s	23
Electric Meter 2s	14755
Electric Meter 2s CL320	321
Electric Meter 3s	2
Electric Meter 4s	125
Electric Meter 9s	625
Electric Meter 12s	316
Electric Meter 16s	455
Electric Meter 16s CL320	3

- ii. All necessary labor, tools, handhelds, vehicles, PPE, and field supervision required to successfully and safely complete the project.
- iii. The Work Order Management System (WOMS) for progress tracking and management. NOTE: Aclara will utility City's WOMS for the pilot installs.
- v. Call Center support to schedule appointments for return visits.
- vii. An online portal, available for the duration of the contract.

b. Project management

c. Mobilization

3. Meter Installation - Unit Price Assumptions

- a. Full route availability, in single billing cycles and no downtime due to blackout periods during the meter installation deployment.
- b. Volume discounts have been applied and reduction of the actual installation quantities by more than 2% will result in a 60% charge of the unit price (per meter type) to recover fixed costs.
- c. All meters are outdoors and readily accessible. No indoor or multi-occupancy quantities were specified.
- d. All installations are assumed to be like-for-like.
- e. One physical attempt to access each endpoint. Endpoints with access issues (e.g. Locked gate, aggressive animal, etc.) will be escalated to the Call Center to schedule an appointment and/or resolve the issue.
 - i. The Call Center will attempt to schedule an appointment for a Revisit.
 - ii. If the Call Center is unable to schedule a revisit appointment after 2 call attempts and within 10 business days of an escalation to the call center, the account will be Returned to the Utility (RTU) for resolution.

- iii. Scheduled appointments that cannot be completed due to no fault of Aclara SGS (e.g. customer is a no show for the appointment) will be RTU'd.
- f. Customer refusals of the installation will be considered an RTU.
- g. Aclara will revisit and investigate previously installed equipment at the Utility's request within 14 calendar days of installation for troubleshooting.
 - i. Aclara will charge a Return Visit Fee per occurrence.
 - ii. If the revisit determines the installation issue was caused by Aclara, there will be no charge for the revisit.
- h. RTUs and revisits will be billed at the applicable unit installation rate.
 - i. Multi-Occupancy locations.
 - i. All meters are in meter banks and/or rooms and no individual customer apartment access or appointments will be needed.
 - ii. One notice for the entire property. Individual customers will not be provided with a door hanger or a door knock before installation.
 - iii. Aclara SGS will schedule appointments with the property management company with the help of the Utility, wherever possible.
- j. GPS accuracy of +/- 3 meters is included in the pricing. We need to understand the sub-zero requirement and if that impacts the pricing.

4. Meter Installation - Unit Price Exclusions

- a. Pricing as shown does not include any taxes.
- b. No "Standby" time included
- c. No special insurance, permits, or licensing is required for any locations.
- d. No confined space installations.
- e. No meter installations higher than 6 feet.
- f. No grinding or cutting to remove security, or other locking devices.
- g. Meter lot testing for new inventory is not included.
- h. Traffic light, pole, and railroad crossing meters are not included.

5. Meter Installation - Operational Assumptions

- a. The Field Supervisor may perform meter exchanges.
- b. Aclara SGS may use a third-party subcontractor for some, or all, installations.
- c. Meter installer to supervisor staffing ratio will be done at Aclara SGS discretion, based on best practices.
- d. Routes will be made available from the utility which allow uninterrupted installation progression.
- e. Aclara SGS reserves the right to issue a change order for standby delays, work slowdowns or revisits resulting from issues other than field installation workmanship.

6. Other Services - Assumptions

- a. Pricing does not include electrical services for repairs that are not the fault of Aclara.
- b. A Hourly Installer Rate can be negotiated and applied to the following circumstances:
 - i. When field staff are requested to standby at a customer location awaiting client/utility instructions or arrival of their staff.
 - ii. When field staff are asked to exchange a meter outside of the deployment plan.
 - iii. When field staff are requested to troubleshoot properly installed equipment outside the 14 day revisit window.

7. Customer Responsibilities - Assumptions

- a. Utility will provide all consumables required to install electric meters (e.g. meter rings, seals, barrel lock keys and/or other locking devices for all meter sizes, forms, and classes).
- b. Utility will deliver a CIS file containing all necessary data required (defined at project kickoff) for the WOMS development and integration. Examples below, but not limited to:
 - i. Customer account number
 - ii. Customer name/address/phone number

- iii. Meter mfg/form/class/serial #
 - iv. Location type (residential/commercial)
 - v. Billing cycle
 - vi. GIS Lat/Long
 - vii. Customer notes (e.g. bad dog, location etc.)
 - viii. Unique premise number
- c. Storage, management and disposal of new and removed "legacy" meters.
- d. Customer is responsible for any project related printed materials (e.g. project notification letters, design, postage, signage, etc.)
- e. Utility will provide a secure location to store the new/legacy meters assigned to Aclara and to park the vehicles overnight.

Larry Kratochwill

941-894-7844

kratochwill@hubbell.com

Jim Hendricks

704-245-5453

jhendricks@hubbell.com

AGREEMENT FOR SOFTWARE DELIVERABLES AND CERTAIN SERVICES

This Agreement for Software Deliverables and Services (“Agreement”) is made this _____, (“**Effective Date**”) by and between **Aclara Technologies LLC**, a limited liability company of the State of Ohio with offices at 77 Westport Plaza, Suite 500, St. Louis, Missouri 63146 (“**Provider**”), and **City of Griffin**, a Georgia municipal corporation with offices located at 100 S. Hill Street, Griffin, Georgia 30223 (“**Customer**”). Individually, Aclara and Customer may be referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS, Provider provides certain software-as-a-service offerings, professional services and deliverables to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings, professional services and/or deliverables described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the following terms and conditions, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider agrees to perform the Services and provide the Deliverables for Customer pursuant to the terms of this Agreement.

ARTICLE 1. DEFINITIONS

Certain terms used in this Agreement are defined in this Article 1. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

- 1.1. “**Acceptance Criteria**” shall mean, with respect to a Deliverable, a mutually agreed upon statement defining the criteria for acceptance of that Deliverable. With respect to Services, Acceptance Criteria shall mean a statement defining the criteria for acceptance of that Service.
- 1.2. “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.
- 1.3. “**Aclara Materials**” means the Services, Specifications, Documentation, and Aclara Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Aclara or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or Aclara Systems. For the avoidance of doubt, Aclara Materials include Resultant Data and any information, data, algorithms or other content derived from Aclara's monitoring of Customer's access to or use of the Services.

- 1.4. **“Aclara Systems”** means the information technology infrastructure used by or on behalf of Aclara in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Aclara or through the use of third-party services
- 1.5. **“Affiliate(s)”** means, with respect to any entity, any other entity that owns, directly (or indirectly through one or more intermediaries) controls or is controlled by, or is under common control with, such entity.
- 1.6. **“Agreement”** shall consist of this document (including attachments, schedules and addendums to the Agreement), SOW (if any), and Purchase Order issued under the Agreement.
- 1.7. **“Authorized User”** means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.
- 1.8. **“Claims”** means any claim, action, cause of action, demand, lawsuit, whether at law, in equity, or otherwise brought by a third party.
- 1.9. **“Cloud Services”** shall mean software services comprised of a software licensing model in which access to the software and its updates/maintenance are provided on a subscription basis.
- 1.10. **“Confidential Information”** includes, without limitation, (a) non-public information and/or private business information developed, collected or created by Party (b) a Party’s Proprietary Information and (c) trade secret information including technical or non-technical data, formulae, patterns, compilations, client lists, business plans, programs, devices, methods, techniques, drawings, diagrams or processes, data, databases, software, specifications, in any form or format that (i) are not generally known in the trade or business of a Party, (ii) have direct or indirect, tangible or intangible, actual or potential value, (iii) are not readily ascertainable from publicly available information, and (iv) are the subject of reasonable protection measures taken by Party.
- 1.11. **“Customer Data”** means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer by or through the Services.
- 1.12. **“Customer Systems”** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services, other than Aclara provided services.
- 1.13. **“Deliverable”** shall mean Professional Services (if any), Software Deliverable, hardware, products, and other tangible goods and materials, including data, delivered to Customer under this Agreement or any SOW.
- 1.14. **“Designated Equipment”** shall mean the computer equipment of Customer in which Aclara loads the Software or the Customer’s back-up computer equipment and such additional equipment as Customer may from time to time designate in writing, which such back-up equipment and such additional equipment shall meet Aclara’s applicable specifications .
- 1.15. **“Disaster Recovery Plan”** means the establishment of the processes necessary to enable the recovery of vital data, software, systems, and networks following a natural or human-induced disaster or equipment failure.

- 1.16. “Documentation”** means the user manuals and supporting documentation in electronic form containing copyrighted material and other Proprietary Information of Aclara provided with the Deliverable or Services under this Agreement.
- 1.17. “Endpoint”** referred to herein, is the aggregate sum of deployed Aclara endpoints and/or edge-devices, including, but not limited to, electric, water, and/or gas metering endpoints, LCTs, DRUs, CSTs, ALCs, Zonescan devices.
- 1.18. “Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Software Services or Aclara Systems as intended by this Agreement. Harmful Code does not include any Aclara disabling device.
- 1.19. “Hosting Services”** shall mean any Software Services (whether performed by Aclara or through a third party) that involve hosting data, software, or services external to Customer.
- 1.20. “Implementation Fees” shall** mean fees associated with the Services required to implement the Software Deliverables and/or Software Services, if any, as identified in the Statement of Work (SOW).
- 1.21. “Intellectual Property Right”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights, moral rights and mask-works; (b) trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof, now or hereafter in force (including any rights in any of the foregoing).
- 1.22. “Issue”** means a problem with the Software Services, identified by the Customer, which requires a response by Aclara to resolve.
- 1.23. “Licensing Parameters”** means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, etc.) and Utilities as set forth on Attachment A
- 1.24. “Losses”** shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
- 1.25. “Object Code”** means the instructions or statements comprising the Software expressed in machine-readable language, being the machine level representations that actually cause the computer to execute instructions and operations.
- 1.26. “Patch”** shall mean a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.

- 1.27. **“Personal Identifying Information” or “PII”** shall mean Customer Data which contains any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any (1) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina, iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code;
- 1.28. **“Private Label Site”** the private label versions of the Software the Provider hosts and maintains.
- 1.29. **“Project”** shall mean the Services and/or Deliverables as set forth in an individual SOW.
- 1.30. **“Professional Services** shall mean any software implementation and testing, information technology or engineering services that may be provided to the customer under a SOW.
- 1.31. **“Proprietary Information”** shall mean any data, documentation, methods, processes, materials, and all other information that is owned by either Party or an Affiliate thereof.
- 1.32. **“Purchase Order”** shall mean the document issued on behalf of Customer authorizing the commencement of Services or the delivery of Deliverables.
- 1.33. **“Representatives”** means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.
- 1.34. **“Resultant Data”** means data and information related to Customer's use of the Services that is used by Aclara in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 1.35. **“Security Incident”** means one or more unwanted or unexpected information security events that could possibly compromise the security of information and weaken or impair business operations.
- 1.36. **“Severity Level”** means a designation of the effect of an Issue on the Customer's use of the System as set forth in Exhibit C, Maintenance and Support Services.
- 1.37. **“Services”** shall mean any Professional Services , and Software Services, provided to Customer under this Agreement, and any SOW or Purchase Order referencing this Agreement.
- 1.38. **“Software”** means the software described on Attachment A as “Aclara Software”.
- 1.39. **“Software Deliverable”** shall mean Software loaded on the Designated Equipment and delivered to Customer under this Agreement or any SOW.
- 1.40. **“Software Services”** shall mean software maintenance and support and either Hosting Services or Cloud Services.

- 1.41. “Statement of Work (“SOW”)”** shall mean an attachment to this Agreement, where applicable and substantially in the form of Exhibit A hereof, that states, with respect to each Project: A detailed description of the Professional Services and Deliverables; work schedule (including the due dates related to the applicable Deliverables and Professional Services, and any milestone dates); specifications, performance standards and functional requirements; documentation, and; fees and payment schedule. In the event of a conflict between an SOW and the provisions of this Agreement, the Agreement shall take precedence.
- 1.42. “Supplemental Services”** shall mean the services set forth on Exhibit C-3 hereto, and offered at the prices set forth on Exhibit C-3 hereto.
- 1.43. “Support Fees”** shall mean the fees identified in Exhibit B, Fees billed annually for the maintenance and support services provided to the Software Deliverables as set forth in Exhibit C-2.
- 1.44. “System Incident”** a Security Incident with the potential of causing irreparable or significant damage, corruption, or loss (compromise) of Confidential Information.
- 1.45. “Third Party Deliverable”** means the Deliverable described on Attachment A as “Third Party Software—Included in this Agreement.
- 1.46. “Third-Party Materials”** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Aclara.
- 1.47. “Vulnerability”** shall mean a weakness in a product that could allow an attacker to compromise the integrity, availability, or confidentiality of that product.

ARTICLE 2. THE SERVICES AND DELIVERABLES

2.1 Services Description.

The Professional Services to be provided hereunder shall be set forth in individual SOWs attached hereto.. Each such SOW shall detail the nature of the Professional Services and Deliverables, which may be further defined by attachments. Aclara will provide the Services and Deliverables which are designated in the SOW, within the timeframe set forth therein.

2.2 Software Deliverables.

For Software Deliverables furnished by Aclara to Customer, the following provisions shall apply:

- (a) Grant of License
- (i) Aclara hereby grants to the Customer a non-exclusive, royalty-free, worldwide, non-transferable license and perpetual (subject to termination as set forth herein) Object Code license to use the Software Deliverable on the Designated Equipment solely in connection with Customer’s use of the System and only for the purposes set forth in Section 2.2 (a)(ii) copy the Software.
- (ii) Notwithstanding any other provision in this Agreement to the contrary, and for no additional or incremental license fees and only for internal business purposes, the Customer may: (a) make a reasonable number of copies of the software Deliverable for back-up or archival purposes or (b) operate the Software Deliverable on the Designated Equipment for testing the Software Deliverable.

(iii) Third-Party Deliverables are sublicensed by Aclara to Customer pursuant to sublicensing agreements with the respective third parties identified on Attachment A.

(b) Restrictions on Use

(i) Parameters. Customer use of the Software Deliverable is restricted to the Licensing Parameters. Use of the Software Deliverable outside the Licensing Parameters is subject to the express written consent of Aclara and the payment of all required additional Fees.

(ii) Alterations. Customer's use of the Software Deliverable is limited in that Customer is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Software Deliverable.

(iii) Compliance with Laws. Customer's use of the Software Deliverable is limited in that it must use the Software Deliverable and the Documentation in accordance with all applicable laws and regulations of the United States and the States, Country and localities in which the Software Deliverable and Documentation is used.

(iv) Use on Designated Equipment. Customer's use of the Software Deliverable is restricted to use on the Designated Equipment. Should Customer desire to transfer the operation of the Software Deliverable to a computer other than the Designated Equipment, Customer shall notify Aclara upon such transfer. Such computer must meet the specifications of the Designated Equipment. Upon such notification, such computer shall become the Designated Equipment. Under no circumstances may the Licensed Software be used for production purposes on other than the Designated Equipment.

(v) Temporary Use. Without notice to Aclara, Customer may temporarily transfer the operation of the Software Deliverable to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative status and processing of the data already entered into the back-up computer is completed.

2.3 Software Services.

(a) Access and Use.

(i) Hosting Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Aclara hereby grants Customer a non-exclusive, non-transferable right to access and use the Hosting Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions herein. Aclara shall provide to Customer the Access Credentials within a reasonable time following the Effective Date.

(ii) Cloud Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Aclara will provide functionality on Aclara Systems to enable Customer to access the Cloud Services and triggers that provide access to the Software used to collect Customer Data. Aclara hereby grants Customer a non-exclusive, non-transferable right to access and use the Cloud Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions herein. Aclara shall provide to Customer the Access Credentials within a reasonable time

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following the Effective Date.

- (b) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:
- (i) Aclara has and will retain sole control over the operation, provision, maintenance, and management of the Aclara Materials; and
 - (ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Aclara Materials by any Person by or through the Customer Systems or any other means controlled by Customer, including any: (i) information, instructions, or materials provided by any of them to the Services or Aclara; (ii) results obtained from any use of the Services or Aclara Materials; and (iii) conclusions, decisions, or actions based on such use.
- (c) Use Restrictions. Customer shall not, and shall not permit any other person to, access or use the Services or Aclara Materials except as expressly permitted by this Agreement and, in the case of Third-Party Deliverables, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- (i) copy, modify, or create derivative works or improvements of the Software Services or Aclara Materials;
 - (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software Services or Aclara Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software Services or Aclara Materials, in whole or in part;
 - (iv) bypass or breach any security device or protection used by the Software Services or Aclara Materials or access or use the Software Services or Aclara Materials other than by valid Access Credentials;
 - (v) input, upload, transmit, or otherwise provide to or through the Software Services or Aclara Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software Services, Aclara Systems, or Aclara's provision of services to any third party, in whole or in part;
 - (vii) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Software Services or Aclara Materials, including any copy thereof;

- (viii) access or use the Software Services or Aclara Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Aclara customer), or that violates any applicable Law;
 - (ix) access or use the Software Services or Aclara Materials for purposes of competitive analysis of the Software Services or Aclara Materials, the development, provision, or use of a competing software service or product or any other purpose that is to Aclara's detriment or commercial disadvantage; or
 - (x) otherwise access or use the Software Services or Aclara Materials beyond the scope of the authorization granted under this Section 2.3.
- (d) Customer Obligations.
- (i) Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Software Services are accessed or used; (b) provide Aclara Personnel with such access to Customer's premises and Customer Systems as is necessary for Aclara to perform the Software Services; and (c) provide all cooperation and assistance as Aclara may reasonably request to enable Aclara to exercise its rights and perform its obligations under and in connection with this Agreement.
 - (ii) Effect of Customer Failure or Delay. Aclara is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").
 - (iii) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3(c) Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Software Services and Aclara Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Aclara of any such actual or threatened activity.
 - (iv) **(Applicable for Profield® Software Solution)** Prior to commissioning the Software Services, Customer shall supply a list of the names of all users who are authorized to use the Software Services. Customer shall keep the list current at all times and promptly inform Aclara of any change in Customer End Users. Customer will strictly enforce each Customer End User's user identification and password controls, to ensure that Customer End User's identity is not used to access the Software Services by any other person.

2.4 Documentation.

Subject to the terms and conditions set forth herein, Aclara hereby grants to Customer, and Customer accepts, a fully paid, non-exclusive, non-transferable, license to use the Documentation during the Term of this Agreement and solely in connection with its use of the Software Deliverable or Software Services.

2.5 Maintenance and Support Services.

For Hosting and Cloud Services furnished by Aclara to Customer, Aclara shall provide service level standards, as set forth in Exhibit C-1, Software Services Schedule. For Software Deliverable furnished by Aclara to Customer, Aclara shall provide maintenance and support services as set forth in Exhibit C-2. For Supplemental Services furnished by Aclara to Customer, Aclara shall provide such services in accordance with Exhibit C-3.

2.6 Changes.

(a) Aclara reserves the right, in its sole discretion, to make any changes to the Services and Aclara Materials that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Aclara's services to its customers; (ii) the competitive strength of or market for Aclara's services; (iii) the Services' cost efficiency or performance; or (iv) to comply with applicable Law.

(b) Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with the change procedure set forth in the SOW. In the event of a change, the Parties will use commercially reasonable efforts to negotiate and execute a "Change Order" to the Statement of Work setting forth all necessary updates. Each Change Order shall include, as applicable, changes to the Services, Deliverables, Work Schedule, fees or other material terms of the Statement of Work, and, upon execution thereof, Aclara waives any claim resulting from the Change for additional compensation or change to the Work Schedule except as set forth in the Change Order, including, without limitation, claims related to lost productivity and lost efficiency. No claim for additional compensation or an adjustment to the Work Schedule shall be allowed unless the same was authorized by a written Change Order executed by an authorized representative of both parties in advance of the performance of the applicable Services or Deliverables.

2.7 Reservation of Rights.

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Aclara Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All rights, title, and interest in and to the Services, the Aclara Materials, and the Third-Party Materials are and will remain with Aclara and the respective rights holders in the Third-Party Materials.

ARTICLE 3. TERM**3.1 Initial Term.**

The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for a period of twelve (12) months from such date, or until the termination of the trial phase Master Services Agreement, whichever is sooner (the "Initial Term").

3.2 Renewal Term. RESERVED**ARTICLE 4. PAYMENT****4.1 Billing Rate.**

4.1.1. The Fees for the Deliverables and Services provided hereunder shall be set forth in Exhibit B, Fees. Aclara will invoice Customer for the Deliverables and Services as follows: (a) for Software Deliverables, Aclara will invoice Customer upon contract execution; (b) for Professional Services, Aclara will invoice

Customer as set forth in the SOW; and (c) for Cloud Services/Hosting Services, Aclara will invoice Customer the Annual Service Provider (ASP) Fees annually in advanced and shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the ASP Fee shall be subject to adjustment not to exceed three percent (3%) at the commencement of each Renewal Term.

4.1.2. Support Fees for Software Deliverables. The charge for the service level selected by the Customer shall be at the annual Support Fee as identified in Exhibit B during the Initial Term of this Agreement. The annual Support Fee shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the Fee shall be subject to adjustment not to exceed three percent (3%) at the commencement of each Renewal Term.

4.1.3. Partial Services. Aclara reserves the right to invoice the Customer for any partial month services which may result from the Effective Date or date of termination of this Agreement, at a prorated charge.

4.1.4. Reinstatement Fee. In the event that Customer terminates or elects not to renew this Agreement and subsequently wishes to reinstate it, in addition to paying Aclara's then current fees and charges, Customer shall also pay Aclara, a reinstatement charge. The reinstatement charge shall include a lump sum equal to the total fees and charges which would have been paid for the period of lapse had the lapse not occurred: provided, however that if the lapse period is three (3) years or longer, Aclara shall have the option at its sole discretion to refuse to reinstate said Agreement.

4.2 Due Dates for Payment.

Payments for all invoices shall be due and payable thirty (30) days from the date of receipt. Any amounts not paid when due shall bear interest at the lesser of one- and one-half percent (1 ½%) per month or the highest permitted by law until paid. In the event that annually Fees remain unpaid for more than thirty (30) days after becoming due for payment, Aclara shall be entitled to withdraw the Maintenance or Software Services.

4.3 Taxes.

Aclara shall be responsible for all corporate taxes measured by net income due to performance of, provision of or payment for Services or Deliverables under this Agreement ("Aclara Taxes"). Customer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Aclara or its subcontractors) in relation to the Agreement or the performance of, provision of or payment for Services or Deliverables under the Agreement other than Aclara Taxes ("Customer Taxes"). The price does not include the amount of any Customer Taxes. If Customer deducts or withholds Customer Taxes, Customer shall pay additional amounts so that Aclara receives the full Price without reduction for Customer Taxes. Customer shall provide to Aclara, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

ARTICLE 5. TIME FOR PERFORMANCE

5.1 Delivery.

(a) Aclara shall use commercially reasonable efforts to deliver the Deliverables and provide the Services within the times set forth on Exhibit A. Purchaser understands and agrees that the ability of Aclara to make such deliveries and provide such Service within such times is dependent upon the timely issuance of Purchase Orders (if required) and timely performance of Customer's Obligations. Customer agrees that it will use commercially reasonable efforts to cause Customer's personnel to perform their

respective obligations in a timely fashion and to cooperate with Aclara in scheduling their respective Services.

(b) Except as specified in an SOW or Purchase Order, Deliverables shall be FCA Aclara's facility, and pursuant to the delivery schedule, if any, set out in said SOW or Purchase Order.

5.2 Project Schedule.

The schedule for the Deliverables and Services (the "Project Schedule") shall be determined on a project-by-project basis as more particularly described in the applicable SOWs. The Project Schedule shall begin and end as specified on such SOWs, which shall list the Deliverables and Services involved, the schedule for delivery and performance, any milestone dates, and the deadline for the completion of all such activities.

5.3 Acceptance.

Acceptance of the Deliverables and Services shall be in accordance with Acceptance Criteria set forth in the SOW.

ARTICLE 6. SECURITY

6.1 Secure Environment.

For hosting services and cloud services Aclara will implement and maintain secure systems and environment according to the following terms: (a) utilize only datacenters that are certified as SSAE 18 SOC 2 compliant, with actively-managed multi-layered security and redundant power systems; (b) maintain firewall protection; (c) maintain antivirus software with automated monitoring; (d) encrypt all PII data at rest and in transit; (e) perform monthly vulnerability scanning; and (f) perform annual security penetration testing.

6.2. Disaster Recovery.

Aclara shall maintain appropriate backups of all Customer data. Aclara shall maintain Disaster Recovery plans and exercise Disaster Recovery plans on an annual basis for the cloud services provided. For hosting services, Aclara shall, at Customer's request and expense, offer Disaster Recovery services and exercise Disaster Recovery plans on an annual basis for Customer.

6.3. Incident Response.

In the event of an Aclara, or subcontractor, System Incident, Aclara shall: (a) promptly, but in no event more than 48 hours of becoming aware of the incident, notify Customer; (b) then provide Customer with a written report within the subsequent 48 hours detailing the scope of the incident and the measures taken to by Aclara to respond to the incident; and (c) use best efforts to remedy the incident and prevent any further or recurrent incidents at Aclara's expense in accordance with applicable privacy laws, regulations, and standards.

6.4. Vulnerability Remediation.

Aclara shall take full responsibility for the comprehensive remediation of security vulnerabilities found in Aclara's hosting services and cloud services that could reasonably result in a System Incident.

6.5 Customer Control and Responsibility.

Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer

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Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Aclara Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.6 Access and Security.

Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

6.7 Harmful Code.

Aclara represents, warrants and covenants that: (a) Aclara will use its best efforts to ensure that no Harmful Code is introduced into the software, Customer Data or other Deliverables, or any systems used to perform the Services, and Aclara will not insert into any software any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging any Customer Data, systems or functionality.

ARTICLE 7. TERMINATION

7.1 Termination.

(a) either Party may terminate this Agreement at any time upon delivery thirty (30) days prior written notice to the other Party.

(b) either Party may terminate this Agreement, effective upon delivery of at least ten (10) days prior written notice to the other Party, (i) if the other Party materially breaches this Agreement, and (ii) further fails within thirty (30) days (or within such longer period as may be otherwise mutually agreed) after the non-breaching Party provides the breaching Party with written notice of such breach; and

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.2 Effects of Termination

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate;

(b) Aclara shall cease all use of any Customer Data or Customer's Confidential Information and at the request of the Customer within a commercially reasonable time (i) return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently

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erase all Customer Data and Customer's Confidential Information from all systems Aclara directly or indirectly controls, provided however, Aclara that may retain copies of such information that is stored in Aclara's archive or back-up systems or as required by applicable law or Aclara's document retention policy;

(c) Customer shall immediately cease all use of any Services or Aclara Materials and (i) promptly return to Aclara, or at Aclara's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Aclara Materials or Aclara's Confidential Information and (ii) permanently erase all Aclara Materials and Aclara's Confidential Information from all systems Customer directly or indirectly controls; provided that Customer may retain copies of such information that is stored in Customer's archive or back-up systems or as required by applicable law or Customer's document retention policy ; and (iii) certify to Aclara in a signed written instrument that it has complied with the requirements of this Section 7.2(c);

(d) Aclara may disable all Customer and Authorized User access to the Aclara Materials;

(e) if either Party terminates this Agreement pursuant to Section 7.1(a), Aclara shall be paid all Fees related to Deliverables provided and Services performed prior to the effective date of termination.

ARTICLE 8. CONFIDENTIALITY

8.1 Confidentiality.

From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), Confidential Information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within thirty (30) days thereafter, is summarized in writing and confirmed as Confidential Information. The Parties shall hold all Confidential Information of the other Party confidential, and shall not use or disclose it to others (except as is necessary to perform its obligations under the Contract and with the prior written consent of the Disclosing Party). The Receiving Party shall maintain security measures designed to: (i) protect the security and confidentiality of the Confidential Information of the Disclosing Party; (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8.

8.2 Exclusions.

Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that to the Receiving Party's reasonable knowledge was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3 Compelled Disclosure.

If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.1; and

(b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.4. In the event of a breach of this Section 8, the breaching Party shall indemnify the non-breaching Party, to the extent permitted by law, if any, for any Losses associated with the breach of this Section 8.

ARTICLE 9. INDEMNITY

For the purpose of this **Section 9** only, "Customer Parties" shall mean Customer, its directors, officers, agents and employees, contractors and subcontractors (other than Seller), assignees, subsidiaries and affiliates, and each of them; "Aclara Parties" shall mean Aclara, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and each of them.

9.1 General Indemnity for Deliverables and Services.

(a) Aclara shall indemnify Customer Parties for Losses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Customer Parties involving injuries or damages to persons or property arising from: (a) the negligent acts or omissions of Aclara Parties in connection with the delivery of Deliverables or performance of Services; or (b) Losses resulting from any incident involving the supply, access or maintenance of data or the networks and systems that store, process or transmit such data under this Agreement provided that: (i) Customer promptly notifies Aclara in writing of such Claims; (ii) Customer fully cooperates with Aclara in assisting in the defense or settlement of such Claims; and (iii) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims. Aclara shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Customer, any suit or action brought against Customer Parties based upon such Claims. Further, provided that Customer promptly notifies Aclara in writing of any alleged violations described below, Aclara shall also indemnify Customer Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Aclara Parties. Aclara's obligations under this **Section 9.1 (a)** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Customer Parties.

(b) To the extent permitted by law, if any, Customer shall indemnify Aclara Parties for Losses from Claims for injuries or damages to persons or property arising from or in any manner relating to acts or omissions of Customer Parties under this Agreement provided that: (i) Aclara promptly notifies Customer in writing of such Claims; (ii) Aclara fully cooperates with Customer in assisting in the defense or settlement of such Claims; and (iii) Customer has the sole right to conduct the defense of such Claims or to settle such Claims. Customer shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Aclara, any suit or action brought against Aclara Parties based upon such Claims. Further, provided that Aclara promptly notifies Customer in writing of any alleged violations described below, Customer shall also indemnify Aclara Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Customer Parties. Customer's obligations under this **Section 9.1 (b)** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Aclara Parties.

9.2 **Intellectual Property Indemnity**

(a) Aclara shall defend and indemnify Customer against any Claims alleging that Deliverables or Services furnished under this Agreement infringe a patent in effect in the U.S., an EU member state or the country of the site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of in which the premises where Deliverables are used or Services are performed, not including Aclara's premises from which it performs Services provided that (i) in the case of software Deliverables, it is the latest released version of the software; (ii) Customer promptly, and in any event, within ten (10) days of becoming aware of the Claims, notifies Aclara in writing of such Claims; (iii) Customer makes no admission of liability and does not take any position adverse to Aclara; (iv) Customer provides Aclara with full disclosure and fully cooperates with Aclara in assisting in the defense or settlement of such Claims and (v) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims .

(b) Notwithstanding the foregoing, if any software or other Deliverable provided by Aclara under the terms of this Agreement becomes, or in Aclara's reasonable opinion is likely to become, the subject of any infringement or misappropriation claim or proceeding, then Aclara shall, at its sole option and expense shall either: (i) obtain for Customer the right and license to continue to use the software or other Deliverable in the manner permitted under this Agreement; or (ii) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing; or (iii) failing (i) or (ii), take back infringing Deliverable or Services and refund the price received by Aclara attributable to the infringing Deliverable or Services. Notwithstanding the foregoing, Aclara shall not be liable for any Claims based upon (1) the combination or use of Deliverables or Services with any other equipment or software not supplied or authorized by Aclara, or (2) Customer's possession or use of any altered version of the Deliverable or Services unless such alteration has been performed or expressly authorized by Aclara, or (3) failure of Customer to implement any update provided by Aclara that would have prevented the Claims, or (4) Deliverables or Services made or performed to Customer's specifications.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2 Additional Aclara Representations, Warranties, and Covenants. Aclara represents, warrants, and covenants to Customer that Aclara will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally

recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.3. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 11. INSURANCE

11.1 Minimum Insurance Coverages.

In the event that Aclara's obligations hereunder require or contemplate performance of Services by Aclara's employees, or persons under contract to Aclara, to be done on Customer's property, or property of the Customer's customers, Aclara agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Customer. Further, in such event, Aclara shall maintain:

(a) General Liability insurance on a one million dollar (\$1,000,000), per occurrence basis; and

(b) Statutory workers compensation insurance.

(c) Cyber Risk Liability and Technology Errors and Omissions Insurance. Aclara shall maintain cyber risk liability and technology errors and omissions insurance with a combined aggregate limit of not less than \$5,000,000.00. Such insurance shall cover errors, omissions or negligent acts in the delivery of Services under this Agreement. Such cyber risk liability insurance shall include coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime).

(d) Customer shall be provided for as an additional insured or loss payee as its interest may appear on the policy referred to in **Section 11.1(a)** above.

ARTICLE 12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 To the extent permitted by law, each Party's total liability to the other Party in connection with this Agreement, whether in contract or in tort, shall be limited to the aggregate sum of payments made by Customer to Aclara under an applicable SOW or Purchase Order. This Section 12.2 shall not apply to liability based on claims for personal injury (including death) or third-party property damage under Section 19, or liability based on claims for infringement indemnification under Section 12.1 hereof or Seller's non-compliance with Applicable Laws as set forth in Section 7.1 or Seller's breach of its confidentiality obligations under Article 9 below

ARTICLE 13. FORCE MAJEURE

It is understood that, at times, unavoidable delays result from causes which may reasonably be presumed to be beyond the control of Aclara, or Customer such as: Acts of providence, floods, fortuitous events, unavoidable accidents, riots, strikes, and lock outs. Should the progress of the Services or Deliverables be or seem to be delayed at any time for such causes, the Party claiming force majeure shall notify the counterparty in writing of the occurrence, in order that a record of same may be made. For force majeure events declared by Aclara, a corresponding extension of time for the completion of the Services or Deliverables shall be allowed by Customer. Aclara and Customer shall in good faith use such effort as is reasonable under all the circumstances known to it at the time to remove or remedy the cause(s) and mitigate the damage associated with a force majeure event.

ARTICLE 14. AUDIT RIGHTS

14.1 Audit Rights General.

Customer and its representatives shall have the right to audit activities which are performed under this Agreement on a time and material basis. Aclara will provide access to Aclara personnel, and to data and records, for the purpose of performing audits and inspections to verify the accuracy of Aclara's charges and invoices for Services provided on a time and material basis. Aclara will provide to such auditors and representatives such assistance, as they reasonably require. Aclara will cooperate fully with Customer or Customer's designees in connection with audit functions. If Customer performs such audits via an independent audit firm, Customer will take reasonable steps to ensure that the audit firm will protect the confidentiality of Aclara's Proprietary Information.

(a) If an audit uncovers any overcharge, Aclara shall immediately refund such overcharge (net of any undercharges uncovered by the audit).

(b) Aclara shall maintain and provide access upon request to records, documents and other information required to meet Customer's audit rights under this Agreement until the later of: (i) 3 years after expiration or termination of this Agreement; or (ii) all pending matters relating to this Agreement (e.g., disputes) are closed.

(c) In addition, Aclara shall use commercially reasonable efforts to assist Customer with respect to ensuring that all subcontractors and vendors adhere to and comply with the same requirements herein.

14.2. Upon the Customer's written request, Aclara shall provide within thirty (30) days of receipt and at no additional cost to Customer, a copy of a SSAE 18 SOC 2 – Type II report of Aclara's measures with respect to electronic data for Hosting and Cloud Services which has been audited by an independent CPA or similarly qualified third party.

ARTICLE 15. GENERAL CLAUSES

15.1 Relationship of the Parties.

Aclara is performing under the Agreement as an independent contractor. Aclara has the sole right and obligation to supervise, control, manage, and direct all work associated with the Deliverables and Services to be performed by all individuals and entities it assigns to perform work under this Agreement, which includes, but is not limited to, its employees, its contractors, and its subcontractors' employees, and Aclara agrees that none of these persons or entities are employees or should be considered employees of Customer. As to these persons or entities Aclara assigns to perform work under this Agreement, Aclara will be solely responsible for: (a) the acts and omissions of all such persons and entities, (b) payment of compensation to such persons and entities, and (c) any injury to such persons in the course of their employment.

15.2 Publicity.

Neither Party may announce or release any information regarding this Agreement or its relationship with the other Party without the other Party's express prior written approval (which may be withheld in the other Party's sole discretion). Neither Party shall use any trade name, trademark, service mark or any other information which identifies the other Party or any of the other Party's Affiliates in such Party's sales, marketing and publicity activities, including postings to the Internet, interviews with representatives of any written publication, television station or network, or radio station or network without the other Party's express prior written approval. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's Parent's) disclosure obligations under any applicable law or requirement of any stock exchange.

15.3 Non-Solicitation/No-Hire.

Neither Party shall solicit or hire, in any capacity whatsoever, any of the other Party's employees involved in this SOW during the term of this SOW and for a period of six (6) months from the expiration/termination hereof, without the express written consent of the other Party; provided, however, that nothing shall prevent general solicitations by either Party not specifically directed at the other Party's employees and any hiring as result of such general solicitations.

15.4 Assignment.

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.

ARTICLE 16. GOVERNING LAW AND DISPUTE RESOLUTION**16.1 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA.

16.2 Dispute Resolution.

All disputes arising in connection with this Agreement, including any question regarding its existence or validity shall be resolved in accordance with this **Section 16**. If a dispute is not resolved by negotiations, either Party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either Party may commence court proceedings.

16.3 Notwithstanding the foregoing, each Party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in **Article 8**. Monetary damages shall only be available in accordance with **Article 12**.

ARTICLE 17. NOTICES

All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile (with a copy provided by another means specified in this **Article 17**), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days after the day of mailing, when mailed by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of Aclara:

Aclara Technologies LLC
Attn: Legal
77 Westport Plaza Drive
Suite 500
St. Louis, MO 63146

With a copy (which shall not constitute Notice) to:

Hubbell Incorporated
Attn: General Counsel
40 Waterview Drive
Shelton, CT 06484

In the case of Customer:

City of Griffin
100 S. Hill Street
Griffin, GA 30223

Either Party may from time to time change the individual(s) to receive notices under this paragraph and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

ARTICLE 18. COMPLIANCE WITH LAWS, CODES, AND STANDARDS

18.1 Aclara shall comply with laws applicable to the manufacture of Deliverable and its performance of Services. Customer shall comply with laws applicable to the application, operation, use and disposal of the Deliverables and Services.

18.2 Aclara's obligations are conditioned upon Customer's compliance with all U.S. and other applicable trade control laws and regulations. Customer shall not trans-ship, re-export, divert or direct products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Aclara's invoice.

18.3 Notwithstanding any other provision, Customer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments,

and foreign exchange authorizations, required for the lawful performance of Services at the Customer's site or fulfillment of Customer's obligations, except that Aclara shall obtain any license or registration necessary for Aclara to generally conduct business and visas or work permits, if any, necessary for Aclara's personnel. Customer shall provide reasonable assistance to Aclara in obtaining such visas and work permits.

ARTICLE 19. HEADINGS

The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the Parties, and they shall not affect the construction and interpretation of this Agreement.

ARTICLE 20. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

ARTICLE 21. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE 22. RESERVATION OF RIGHTS

A delay or failure in enforcing any right or remedy afforded hereunder shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

ARTICLE 23. AMENDMENT AND MODIFICATION; WAIVER

No amendment to or modification of this Agreement is effective unless it is in writing identified as an amendment to this Agreement and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

ARTICLE 24. SURVIVAL

The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 2.2(b) Section 2.3(c), Section 7.2, Article 8, Article 9, Article 10, Article 12, Article 15 and Article 24.

ARTICLE 25. ENTIRE AGREEMENT

Aclara-Griffin, City of

Exhibit C

The Agreement contains the entire agreement and all representations between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date above written.

Aclara Technologies LLC

City of Griffin

By:  _____
EDF890DBCCBF4DE...

By: _____

Name: Kumi Premathilake

Name: _____

Title: DVP AMI and Services

Title: _____

Attest: _____

Jessica W. O'Connor, Secretary

Approved as to Form: _____

Andrew J. Whalen, III, City Attorney

Aclara-Griffin, City of

Exhibit C

**ATTACHMENT A-
SOFTWARE**

I. ACLARAONE® SOFTWARE

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model</u>	<u>Qty</u>	<u>Software Parameters</u>	<u>Qty</u>
Aclara	AclaraONE® Software as a Service (RF Electric, Water) Trial	SW-3010A-E-RF	1	Endpoints ¹	105 ²
				Maximum Utilities	1 ³
Aclara	MTU Mobile Programmer	SW-1050A	1	Endpoints ¹	Included in Trial

II. THIRD PARTY SOFTWARE - NOT INCLUDED IN THIS SOFTWARE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>
RESERVED					

III. THIRD PARTY SOFTWARE - - INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment</u>	<u>Licensing Parameters</u>	<u>Product</u>
RESERVED				

IV. COMPONENTS INCLUDED IN THIS SOFTWARE AND ASSOCIATED FEES: ONE TIME FEE

IV.A RESERVED

¹ Endpoints count the aggregate sum of all Aclara electric, water and/or gas hardware devices controlled (e.g. meters + DRUs +CSTs +IHDs, DCUs).

² If software exceeds the quantity of stated Endpoints above, Customer will pay the price per endpoint times the number of endpoints for hosted annual fee.

³ This software is for use in Customer’s own utility business. Use of the Software to provide AMI-related services to other utilities/entities (i.e. “Multi-Utility”) is strictly prohibited unless otherwise noted and provided for herein.

Aclara-Griffin, City of

Exhibit C

V. PER-METER INCREMENTAL PRICE PER ENDPOINT”:

PRICE PER ENDPOINT

Item No. Level of Services Fees

RESERVED

VI. ACLARAONE® TRIAL SOFTWARE SAAS:

Item No. Level of Services Fees

VI.A AclaraONE® Trial Software SaaS ⁴

\$ 100,000.00

VI.B MTU Mobile Programmer

\$ Included in Trial package pricing

Trial Package Pricing (105 endpoints, DCUs for network, software, professional service & training). Trial has a maximum duration of 12 months.

⁴ Trial Package Pricing (105 endpoints, DCUs for network, software, professional service & training). Maximum 12 months Trial.

EXHIBIT A

Statement of Work

See Attached

**AGREEMENT FOR SOFTWARE DELIVERABLES AND SERVICES
EXHIBIT B
FEES**

Customer: City of Griffin

Address: 100 S. Hill Street, Griffin, GA 30223

1. **Billing frequency is annually in advance.**

2. **If a Purchase Order number is required on Aclara invoices, please check here.**

A. Selected Maintenance Level (check one) (Annual First Term Price shown): - Reserved

B. **AclaraONE® Software Trial SaaS Fee (Maximum 12 months):**

AclaraONE® Software SaaS & professional svc \$100,000.00 (Trial Package Pricing)

Aclara MTU Mobile Programmer 5 - Included in Trial Package Pricing

4. **Supplemental Services**

Managed Services/System Monitoring 1 - Included in Trial Package Pricing

DCU Maintenance 3 - Included in Trial Package Pricing

5. **Customer Designated Contact Information:**

Designated Renewal Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

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EXHIBIT C-1
Software Services Schedule
(Not Applicable to Profield® Software Solution)

1. Definitions. For the purpose of this Exhibit, the following definitions shall apply:
- A. “**Aclara Holidays**” means New Year’s Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - B. “**Additional Services**” means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule 2 hereto.
 - C. “**Classroom Training**” means training offered by Aclara at its facility.
 - D. “**Customer Portal**” means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - E. “**Customer Site Training**” means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - F. “**E-Learning**” means on-line training offered by Aclara via the Internet.
 - G. “**Issue**” means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
 - H. “**Maintenance Services**” means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.
 - I. “**Patch**” means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
 - J. “**Renewal Term**” means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.
 - K. “**Severity Level**” means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

L. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.

M. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.

N. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Scope

A. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the Premier level as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:

1. **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.

B. **Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.

C. **Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.

1. During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
2. Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.
3. Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.

3. Hosting

- A. Aclara will host the ACLARA RF Server Sites in a secure, 24/7 environment according to the terms established herein.
- B. Aclara will use commercially reasonable efforts to provide a high level of site uptime. It is our goal to provide at least 98% uptime. This means a total of no more than approximately 15 hours of unscheduled down time within a month. This goal excludes scheduled maintenance and upgrades, failure caused by the Internet or Licensee software, events of force majeure, or downtime caused by any other factor beyond Aclara’s reasonable control.
- C. Aclara will refund up to a percentage (see table below) of the total Hosting Fee for the month if up time performance, with the exclusions noted above, is not met based upon the following table. This table applies to the prime time period only. Downtime is defined as the site being unavailable for customer or staff use.

<u>Average Uptime for the Month</u>	<u>Refund of monthly fee</u>
97% or better	0%
95% – 96.99%	5%
Below 95%	10 %

- D. Aclara will use commercially reasonable efforts to prevent more than 1 hour of continuous down time during prime time (defined as 8AM to 12 AM EST) every day; and to prevent more than 6 hours of continuous down time during non-prime time (defined as the hours between 12:01 AM to 7:59 AM (EST), with the same exclusions as noted above.
- E. Generally, Aclara performs all scheduled system maintenance and upgrades during non-prime time or off-peak hours. Aclara will provide Licensee with as much advanced notice of scheduled downtime as reasonably possible.
- F. During any period of downtime of the Private Label Site(s) or any components of more than 30 minutes in duration, Aclara will provide notice to users by posting a web page that indicates that the site is temporarily unavailable due to routine maintenance and to please come back later.
- G. Aclara will provide e-mail notice to appropriate Licensee staff if there will be more than thirty (30) minutes down time of the Private Label Site(s) or any components. Notice will include at least a brief description of the reason for the down time and an estimate of the time when Licensee can expect the site to be up and available.
- H. Aclara will provide Licensee access to a client portal that will be used to report issues and review maintenance and upgrade schedule. Licensee agrees to make good faith efforts to notify Aclara in advance whenever unusually heavy traffic is expected because of promotions or other factors.
- I. Aclara will use commercially reasonable efforts to respond within thirty (30) minutes during prime time hours or within six (6) hours during non-prime time hours to any issue categorized as Severity 1 (as defined herein) that is posted by Licensee through the reporting tool.

- J. Aclara will store customer data on mirrored drives and arrange for daily backup daily all customer data, with backup tapes moved to offsite storage regularly.
 - K. Aclara will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Aclara at its deployment location.
 - L. Aclara agrees to maintain firewall protection and redundant, high speed Internet connections for the Private Label Site(s).
2. Maintenance and Support
- A. Standard Maintenance Services
- Maintenance includes all new versions, error corrections, enhancements and improvements to the Program functionality licensed to Licensee, as the same are released to Aclara's Licensees generally. Aclara will provide updates to the application in accordance with the standard release cycle and will provide release notes to Licensees in advance of the release. At Licensee's request, Aclara will provide technical assistance in identifying and resolving issues with the Program's failure to conform to its specifications.
- B. Ongoing Support Services
- 1) In the event that the Licensee sends invalid data to Aclara in the data integration, Aclara will notify the Licensee and the Licensee will adjust their data transfer process to correct the issue.
 - 2) Ongoing Release Testing
 - a. Aclara Service Level Agreement (SLA) applies to the production environment only. SLA on the test environment can be provided at an additional cost.

C-1 LEVELS OF MAINTENANCE SERVICES

<p>Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i></p>	
<p>24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i></p>	<p>X</p>
<p>Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i></p>	<p><2 hours</p>
<p>Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i></p>	<p><4 hours</p>
<p>Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i></p>	<p><6 hours</p>
<p>Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i></p>	<p><1 business day</p>
<p>Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual user names/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i></p>	<p>X</p>
<p>Follow-up Aclara Classroom Training. <i>Training is available at Aclara’s facilities as listed on the Aclara Customer Portal. The maximum number of Customer’s employees attending any Classroom Training session is three (3).</i></p>	<p>No Maximum Number of Classes</p>
<p>Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i></p>	<p>No Cost</p>

Exhibit C-2
Software Deliverable Support Services Schedule

1. **Definitions.** For the purposes of this Exhibit, the following definitions shall apply:
 - A. **“Aclara Holidays”** means New Year’s Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - B. **“Aclara Technology System” (or “System”)** means the system comprised of, in part 1) the Hardware purchased from Aclara by Customer, and 2) the Software licensed by Aclara to Customer under the terms of the Software License Agreement.
 - C. **“Additional Services”** means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule 2 hereto.
 - D. **“Classroom Training”** means training offered by Aclara at its facility.
 - E. **“Customer Portal”** means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - F. **“On-Site Maintenance Services”** means Aclara providing Maintenance Services at the Customer’s facility at the then current rates stated in Schedule 2, Time and Material Rates, attached hereto.
 - G. **“Custom Enhancement”** means any improvement, modification or addition that, when made or added to the Software or Third Party Licensed Software, changes its utility, efficiency, functional capability or application. Custom Enhancements are not included as part of this Agreement.
 - H. **“Customer Site Training”** means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - I. **“Delivery”** means, in the case of Software provided hereunder (and as applicable), (i) the remote installation of the Software by Aclara on the Customer-provided Designated Equipment; or (ii) delivery of the Designated Equipment provided by Aclara on which the Software is installed; or (iii) the loading of the software to an FTP site for Customer’s availability to download. **“Delivery”** means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.
 - J. **“Error”** means any failure of Software to conform in all material respects to the requirements of this Agreement or Aclara’s published specifications. Any nonconformity resulting from Customer’s misuse, improper use, alteration or damage of the Software, the combination of the Software with any hardware or software not supplied by or authorized by Aclara, or any other condition beyond the control of Aclara, shall not be considered an Error.
 - K. **“Error Correction”** means either a modification or addition that, when made

or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

- L. **“E-Learning”** means on-line training offered by Aclara via the Internet.
- M. **“Hardware”** means the equipment supplied by Aclara which may include the Substation Communication Equipment (SCE), Remote Communications Equipment (RCE), Test Equipment, Meter Transmission Unit (MTU), Data Collection Unit (DCU) and MTU programmer.
- N. **“Issue”** means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
- O. **“Maintenance Services”** means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.
- P. **“Patch”** means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
- Q. **“Severity Level”** means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

- R. **“Software Version”** means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. Software Versions are not provided or included as part of this Agreement.

- S. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.
- T. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.
- U. **“Third Party Licensed Software”** shall have the meaning as it is defined in Attachment A.
- V. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Scope

- A. **Software Maintenance.** The Software maintained under this Schedule shall be the Software set forth in Attachment A as a Software Deliverable. Any additional Software Deliverables for which a license is obtained by the Customer from Aclara shall be governed by this Schedule and the pricing for Maintenance Services adjusted accordingly.
- B. **Levels of Maintenance Services.** Two (2) Levels of Maintenance are available to Customer under this Agreement. Each level is identified and described in Schedule 1, Levels of Maintenance Services attached hereto and made a part hereof. Customer may, at its option, change the Level of Maintenance for any subsequent Renewal Term, provided Customer gives Aclara written notice of the requested change no less than thirty (30) days prior to the end of the Initial Term or then current Renewal Term.
- C. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the level selected by the Customer as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:
1. **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.
 2. **Third Party Software Revisions.** At the option of Aclara, periodic Software Revisions of the Third Party Licensed Software will be provided by Aclara without further charge provided the following conditions are met: (i) the Software Revision corrects a malfunction in the Third Party Software that affects the operation of the Software; and (ii) the Software Revision has, in the opinion of Aclara, corrected malfunctions identified in the Aclara Technology System and has not created any additional malfunctions; and (iii) the Software Revision is available to Aclara. Customer is responsible for obtaining and installing the Software Revision if the Third Party Software was not licensed to Customer by or through Aclara. Software Revisions to Third Party Licensed Software provided by Aclara are specifically limited to the Third Party Software identified and set forth in the Software License Agreement. Any associated Hardware or Hardware modifications required to support revisions of Third Party Software are not included under the terms of this Agreement.

- D. Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.
- E. Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.
1. New Software Versions are not included as a part of this Agreement. Such Software Versions will be offered to Customer for additional fees and costs.
 2. Services requested by Customer for assistance with installation or implementation of Software Revisions and Patches are not included in this Agreement, but are offered to the Customer on a time and materials basis at the rates stated in Schedule 2 hereto.
 3. System administration, database maintenance and recovery, server malfunctions, database backup processes, management and training services, master station computer equipment repair are not included as part of this Agreement.
 4. Maintenance services shall be limited to the latest Software Revision within the last two (2) years in accordance with Section 3.E below. All code changes, Enhancements or fixes will be incorporated into the latest Software Revision or a future Software Revision. Aclara has no obligation to make code changes, Enhancements or fixes to previous Software Revisions.
 5. Maintenance Services do not include costs incurred by Aclara while investigating problems that are the result of Customer's negligence, misuse, or unauthorized application, alteration, or modification of the Software, Hardware, or interfaces to the equipment configuration, which shall be invoiced to Customer on a time-and-material basis at Aclara's then current published rates. The current rates are set forth on Schedule B hereto.
 6. Services offered outside of Maintenance Services as noted in Schedule C-3, Supplemental Services attached hereto are not included in this Agreement. Such additional services are available and may be provided upon Customer's request at the fixed price established on Schedule C, and if no fixed price is established, in accordance with the terms and rates provided in Schedule B hereto.
 7. During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
 8. Aclara shall consider and evaluate the development of Custom Enhancements for the specific use of Customer and shall respond to Customer's requests for Custom Enhancements or other additional services pertaining to the Software. Such Custom Enhancements or additional services shall be subject to a separate charge in accordance with Aclara's then in effect rates. The current rates are listed on Schedule 2 hereto.
 9. Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.

10. Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Aclara.
11. Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.
12. Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.
13. Customer specific testing and reimplementation of Custom Enhancements are not part of this Agreement.

Customer will be responsible to pay Aclara for time or other resources provided by Aclara to diagnose or attempt to correct any of the items set forth above in this Section 2.F., at Aclara's then current time and material rates. If Aclara incurs expense in servicing claims which are later shown to result from any of the above activities, Customer shall pay Aclara the costs associated with the performance of such service. Aclara's time and material rates are attached hereto as Schedule 2. Aclara, in its sole discretion, may change these rates from time to time with thirty (30) days advance notice to Customer.

3. Customer Responsibilities

- A. Backups. Customer shall maintain a current backup copy of all Software and databases. Customer shall perform regular daily backups of its data, and weekly backups of its entire system maintained under this Agreement.
- B. Notification of Issues

During the hours between 6:30 a.m. and 6:00 p.m. Central Time on Monday through Friday, excluding Aclara Holidays:

1. Customer shall provide Aclara with timely notification of any new System issues by one of three methods:
 - a. By entering the problem on the Aclara Customer Portal (See Note 1 below);
 - b. Contacting Aclara Customer Support at **1-800-892-9008**; or
 - c. Emailing the problem to support@aclara.com

Note 1: Customer's utilization of the Aclara Customer Portal is the preferred method for Issue notifications.

2. Premier Level. Selection of the Premier level of services provides technical support for Severity 1 and 2 issues, 24 hours per day; seven (7) days per week; 365 days per year. All Severity 1 and 2 notifications submitted between the hours of 6:00 p.m. and 6:30 a.m. Central Time (Monday through Friday, Weekends and Aclara Holidays) must be submitted through the Aclara Customer Portal. If Customer cannot readily access the Aclara Customer Portal, Customer may contact Aclara at the "800" number listed above. Premier Level Customers will receive priority

- treatment over Base Level Customer when resources are allocated to competing, same-priority issues.
3. Base Level. Selection of the Base level of services ensures tickets will be processed on the next business day within the normal business hours (6:00 p.m. and 6:30 a.m. Central Time) noted on Schedule 1, Levels of Maintenance Service. If an emergency arises, Aclara does offer support for Issues arising during other than normal business hours at the Time and Material Rates set forth in Schedule B hereto.
 - C. Technical Staff. Customer shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the System on a day-to-day basis, including backing up the Software and report handling. Aclara training for designated contacts shall be made available to Customer.
 - D. Support for Problem Investigation. Customer shall support all reasonable requests by Aclara as may be required in problem investigation and resolution. For troubleshooting purposes, Aclara may need remote system access to Customer's system.
 - E. Maintain Current Software Revision. Customer shall install new revisions of defined Software in the production environment within two (2) years of receipt of the Software Revision. Customer shall maintain the required version of the Third Party Licensed Software, if applicable, specified by Aclara for each released Software Revision provided. Aclara Error Corrections will be provided on Aclara's latest release of the Software Revision.
 - F. Additional Requirements. Customer is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and obtain Maintenance Services from Aclara.
 - G. Designation of Point of Contact. Customer shall assign an individual or individuals to serve as the designated contact(s) for all communication with Aclara during Issue investigation and resolution.
 - H. Discovery of Errors. Upon discovery of an Error, Customer agrees, if requested by Aclara, to submit to Aclara a listing of output and any other data that Aclara may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
 - I. Test Environment. If Customer elects to purchase a test environment, Customer should maintain a test copy of the Program and a separate test data base (other than Customer's production database) and shall test all new Software Revisions, Patches, Custom Enhancements, hotfixes and Error Corrections before integrating them into system productions.
 - J. Technical Infrastructure Management. Customer shall manage hardware, software, network, storage, database, and peripheral devices for optimal operating performance and availability as required by end users.
 - K. Proactive Monitoring. Unless Customer elects to purchase the Supplemental Service "AMI Advanced System Monitoring Service" set forth in Exhibit C-3, Customer shall regularly monitor the hardware, software and infrastructure that support the Software application. Customer shall define system (OS/Oracle) level event logging, notification and escalation procedures, and detect and react to events. Customer shall regularly monitor event logs, server logs, and other debug information generated by the application to proactively identify problems.

- L. Acceptance. On or before ten (10) business days after Aclara's release of a new Custom Enhancement, hotfix or Error Correction that Aclara issues in response to an Error Report, Customer shall test and notify Aclara if there are any problems that need further resolution, or if Customer accepts the solution, Customer shall send such notification to Aclara's e-mail support address. If Aclara receives neither a request for further assistance nor an acceptance of the solution, the solution will be deemed accepted by Customer, and Aclara will have no further obligation to maintain the Software in its earlier form or version. Problems arising from the aforementioned items requiring further resolution will be included as part of this Agreement.

- M. Routine System Management. Customer shall monitor the system logs and database and perform routine system and database management to ensure proper system operation.

**SCHEDULE 1
LEVELS OF MAINTENANCE SERVICES**

	<i>Base</i>	<i>Premier</i>
Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i>	X	
24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i>		X
Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<4 hours	<2 hours
Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<1 day	<4 hours
Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<2 days	<6 hours
Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<3 business days	<1 business day
Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual usernames/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i>	X	X
Follow-up Aclara Classroom Training. <i>Training is available at Aclara’s facilities as listed on the Aclara Customer Portal. The maximum number of Customer’s employees attending any Classroom Training session is three (3).</i>	Aclara List Price	No Maximum Number of Classes
Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i>	Aclara List Price	No Cost

**SCHEDULE 2
TIME AND MATERIAL RATES**

Additional Services may be provided at the Customer’s request in accordance with the following Time and Material Rates (hereinafter referred to as “Rates”⁵).

Rates:

1. The following Rate categories have been defined for Aclara technical staff:

Professional Services Staff	Hourly Rate	Off-hours hourly rate
Sr. Technical Advisor	\$250	\$375
Program Manager	\$300	\$450
Product Manager	\$300	\$450
Project Manager	\$250	\$375
Field Supervisor	\$180	\$270
Sr. Systems Engineer/Sr. QA	\$250	\$375
Sr. Business Analyst	\$250	\$300
DBA/Application Consultant	\$200	\$300
Systems Engineer/QA/UI	\$200	\$300

2. Rate Adjustments.

The above hourly rates are in U.S. Dollars and are subject to annual adjustment up to five percent (5%).

3. Service Charges.

A. Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara’s normal business hours of 6:30 a.m. - 6:00 p.m. Central Time, Monday through Friday, excluding Aclara Holidays.
- 2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara’s normal business hours of 6:30 a.m. – 6:00 p.m. Central Time, Monday through Friday excluding Aclara Holidays.

B. If Aclara is requested to travel to the Customer’s site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.

⁵Rates exclude any applicable taxes and the like.

- 1) Travel Expenses: Unless otherwise mutually agreed, Aclara’s travel expenses for On-Site Services shall include, but are not limited to airfare, lodging, meals, automobile rental, fuel, parking and associated administration fees, and will be charged to Customer on an actual basis.
- 2) Portal to Portal Invoices: Travel time for On-Site Maintenance Services will be invoiced to Customer on a portal-to-portal basis at Aclara’s On-Call Hourly Rates.

4. Pre-Purchased Support Hours

- A. Pre-purchased software support hours are a block of hours intended to cover Software issues that are not covered under this Agreement, thereby allowing the Customer added flexibility to utilize Aclara’s services without generating a Change Order. Should Customer request services which are not included in this Agreement and desire to utilize the pre-purchased hours, Aclara shall provide the Customer with an estimated number of hours required to resolve such request. The Customer may then advise Aclara either to stop working, sign and fund a Change Order, or use the pre-purchased support hours to resolve the request. Aclara reserves the right to decline the Customer’s request, depending on the nature of the request.
- B. Pre-purchased support hours may be purchased at any time during the term of this Agreement. Pre-purchased support hours expire upon termination of this Agreement or within one year after purchase (regardless of use), whichever occurs first.
- C. Pre-purchased software support hours are offered in the following increments and volume discounts:

40 hours	Hourly Rates listed in Section 1 above.
80 hours	5% discount
120 hours	10% discount

Exhibit C-3
Supplemental Services

1. AMI System Monitoring Service

A. Tiered Annual Fees:

- Tier 1 (Less than 1,000 endpoints) \$ 2,000.00
- Tier 2 (1,001 to 10,000 endpoints) \$ 4,000.00 + \$.22 per endpoint over 1,001
- Tier 3 (10,001 to 25,000 endpoints) \$ 6,000.00 + \$.13 per endpoint over 10,001
- Tier 4 (25,001 to 50,000 endpoints) \$ 8,000.00 + \$.08 per endpoint over 25,001
- Tier 5 (50,001 to 100,000 endpoints) \$10,000.00 + \$.05 per endpoint over 50,001
- Tier 6 (Greater than 100,000 endpoints) Please contact Aclara for pricing

- B. Aclara's AMI System Monitoring service is designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will deliver a weekly diagnostic report that will identify issues which could affect the successful operation of your Aclara AMI system. The major components of the system that will be analyzed include:

- Head-end software
- Data Collector Units (DCU)
- Meter Transmitting Units (MTU)
- Field programmers

- C. Aclara's proactive approach is to look for any condition out of the ordinary and will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

- D. Customers will be notified about the issues found, the recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:

- A snapshot of the AMI system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters

- E. The AMI System Monitoring Service requires that Aclara be allowed the following access and functionality:

- Install the required tracking scripts on Customer's head-end system
- Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
- Aclara must have reliable remote connectivity to Customer's System

2. AMI Advanced System Monitoring Service

A. Annual Fee:

- Pricing available upon request

B. Aclara's AMI Advanced System Monitoring service is a near real-time interactive tool designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will enable an interactive dashboard you can access at any time both for viewing summary reports and drilling down into specific details, and also deliver a weekly summary report. Additionally, Aclara will schedule and execute a monthly review call with designated Customer resources to review the state and performance of the network since the last review.

C. The major components of the system that will be analyzed include:

- Head-end software
- Data Collector Units
- Meter Transmitting Units
- Field programmers

D. Not only will the interactive tool and access be made available, but Aclara will proactively monitor your network looking for any condition out of the ordinary. Such conditions will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

E. Customers will be notified about the issues found, recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:

- A snapshot of the AMI system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters

F. The AMI Advanced System Monitoring Service requires that Aclara be allowed the following access and functionality:

- Install the required tracking scripts on Customer's head-end system
- Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
- Aclara must have reliable remote connectivity to Customer's System
- Identified Customer resources and regularly scheduled monthly review session

3. AMI DCU Maintenance Service

A. Tiered Annual Fees:

Tier	DCU (Low End)	DCU (High End)	Price / DCU
Tier 1	1	15	\$ 550.00
Tier 2	16	30	\$ 500.00
Tier 3	31	50	\$ 450.00
Tier 4	50	1000	Call for Pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU.

- B. Aclara’s AMI DCU Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty. The Service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware, and battery.
- C. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.
- D. Upon notification from Customer of DCU failure, Aclara will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara’s option, at no additional cost to Customer. If the Customer has entered into a System Monitoring agreement with Aclara, Aclara will normally identify the problem as part of its System Monitoring and will take the necessary steps to resolve the problem. The Customer is responsible for arranging access to DCU sites before Aclara can take action.
- E. Customer’s electing the Aclara AMI DCU Maintenance Service must purchase the service for all DCUs in the AMI network; Aclara AMI DCU Maintenance Service may not be purchased on an individual, case-by-case basis.

4. **AMI DCU Preventative Maintenance Service**

A. **Tiered Annual Fees:**

- Tier 1 (Less than 15 DCUs) \$ 800.00 per DCU per year
- Tier 2 (16 to 30 DCUs) \$ 750.00 per DCU per year
- Tier 3 (31 to 50 DCUs) \$ 700.00 per DCU per year
- Tier 4 (Greater than 50 DCUs) Please contact Aclara for pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU either during a covered repair or a preventative visit.

- B. Aclara's AMI DCU Preventative Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty, as well as provide periodic on-site maintenance and inspection of all DCUs in a covered deployment (at 5 year intervals from installation).
- C. The service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware and battery – excepting the periodic preventative inspection as listed below.
- D. Beyond break/fix as above, this Service encompasses the following preventative maintenance service:
1. At year 5 after installation (and again at year 10 if the coverage is maintained uninterrupted) Aclara will visit all DCUs and perform the following service at each DCU:
 - Document and confirm each DCU's configuration
 - Replace the DCU backup battery
 - Inspect and replace where needed: antennas, antenna cables, and solar panels
 - Inspect mounting hardware: replace as needed (hardware costs are not covered, will be charged on a time and materials basis)
 - Clean and adjust chassis and solar panel
 - Install all outstanding DCU firmware updates and patches
 - Confirm proper DCU functionality after maintenance is completed

Issues beyond the above maintenance items will be escalated to the Utility and Aclara Support for proper resolution

- E. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightning damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior

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written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.

- F. Customer's electing the Aclara AMI DCU Preventative Maintenance Service must purchase the service for all DCUs purchased by Customer; Aclara AMI DCU Preventative Maintenance Service may not be purchased on an individual, case-by-case basis and must be maintained uninterrupted from year 2 after DCU installation to be eligible for the 5 year and 10 year inspections.

5. Data Retention.

Data retention occurs every 24 hours. The data is backed up for a rolling 25 months. Customer can request additional data storage to the data retention duration at an additional fee.



02/15/25

LIMITED WARRANTIES.

1. Aclara® RF DCU Warranty. Aclara warrants to the original Purchaser of an Aclara RF Data Collection Unit ("DCU") that the DCU shall be free from defects in material and workmanship for a period of five (5) years from the date of original product shipment or four (4) years from installation ("Warranty Period").

Any DCU manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Aclara shall either: (1) Provide a return authorization to the Purchaser to return the defective DCU for repair; or (2) Perform on-site repair of the defective DCU, provided Purchaser pays all reasonable Aclara travel expenses. Aclara will be responsible for cost inbound and outbound freight when using shipping method of Aclara's choice. Purchaser must provide reasonable access to the DCUs and shall be responsible for additional costs incurred should Aclara be prevented access at the scheduled time.

Aclara warrants replacement DCUs for the longer of: (i) the remaining term of the Warranty Period applicable to the DCU repaired or replaced, or (ii) ninety (90) days from the date the repaired DCU or its replacement is returned to Purchaser.

2. Aclara® RF Electric Network Equipment. Aclara warrants to the original Purchaser of the RF Electric Equipment that the RF Electric Equipment shall be free from defects in material and workmanship for a period of four (4) years from first use or five (5) years from date of original product shipment. ("Warranty Period").

Any RF Electric Equipment manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, upon confirmation that the RF Electric Equipment has suffered a failure, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Warranty repair, replacement or re-performance by Aclara shall not extend or renew the applicable Warranty Period.

3. Aclara® Electric Meter/Module Warranty. Aclara warrants to the original Purchaser of an Aclara Electric Meter ("Electric Meter") that the Electric Meter shall be free from defects in material and workmanship for a period of four (4) years from first use or five (5) years from date of original product shipment ("Warranty Period").

Any Electric Meter manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. If despite Aclara's reasonable efforts, a non-conforming Electric Meter cannot be repaired or replaced, Aclara shall refund or credit monies paid by the Purchaser for such non-conforming Electric Meter. Warranty repair, replacement or re-performance by Aclara shall not extend or renew the applicable Warranty Period. Purchaser shall obtain Aclara's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

4. Aclara® RF ExactaGuard Gateway/Pole Sensor Warranty Aclara warrants to the original Purchaser of an Aclara ExactaGuard Gateway/Pole Sensor ("Gateway") that the Gateway shall be free from defects in material and workmanship for a period of (1) one year from the date of original product shipment ("Warranty Period").

Any Gateway manufactured by Aclara that, within the Warranty Period, fails as a result of defect in material or workmanship, when returned to Aclara, freight prepaid, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. A Gateway which has been repaired or replaced by Aclara will be returned to the Purchaser by Aclara, freight prepaid. Aclara warrants replacement Gateways for the longer of: (i) the remaining term of the Warranty Period applicable to the Gateway repaired or replaced, or (ii) ninety (90) days from the date the repaired Gateway or its replacement is returned to Purchaser.

The battery of the ExactaGuard Gateway shall be warranted for a period of seven (7) years from the date of the original product shipment. The warranty offered shall only cover Gateways are operated within standard operating conditions (- 40°C to 70°C) including (1) one daily health message for up to four sensors, (2) two on-demand reads per month, (3) one firmware over-the-air, and (4) BLE for Mobile Programmer active for a maximum of 15 minutes.

5. Software. All of the products set forth herein include software which is proprietary to Aclara and which is protected by United States Copyright Laws with which the Purchaser must comply. Purchaser has the right to utilize the software in the product with the product, but Purchaser may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara and shall not be disclosed to others.

RETURN MATERIAL AUTHORIZATION PROCESS. The return of defective products under a warranty claim must be returned in accordance with Aclara's Return Material Authorization (RMA) Process.

Please refer to the latest process document posted to the Aclara customer portal at: <https://aclaratech.force.com/login>

WARRANTY CLAIM. The warranty remedies set forth herein shall be contingent upon: (1) Purchaser providing written notice of a warranty claim to Aclara within the applicable warranty period; and (2) Purchaser returning the defective product to Aclara within sixty (60) days of removal and in accordance with the RMA Process.

EXCEPTIONS TO WARRANTIES. The following apply to all warranties offered to Purchaser by Aclara and set forth herein.

- a. All costs associated with the removal and/or reinstallation and transportation of a defective product back to Aclara shall be the responsibility of the Purchaser.
- b. The warranties set forth herein do not cover repairs or replacements required as a result of misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, acts of god or repair by unauthorized personnel.
- c. Aclara reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.
- d. Third Party Equipment. Aclara does not provide warranty repair or replacement services for equipment not manufactured by Aclara.

NO IMPLIED WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ACLARA SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT.

EXCLUSIVE REMEDY: THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS



02/15/25

BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE WARRANTY SET FORTH IN HEREIN OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD PURSUANT TO THESE TERMS. IN NO EVENT SHALL ACLARA'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM ACLARA'S SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR FURNISHING OF ANY PRODUCTS, INCLUDING PERFORMANCE OR BREACH OF THE WARRANTY SET FORTH HEREIN OF THESE TERMS, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH GOOD(S).

MODIFICATION OF WARRANTY. Aclara reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

GOVERNING LAW. This Limited Warranty shall be construed and enforced in accordance with the laws of the State of New York and the applicable laws of the United States.

Respondent	Aclara / Hubbell	Eaton / Southcon / Gresco	Landis+Gyr / Tri-State Utility	Sensus / Kendall Supply	Tantalus / Wesco	Trilliant	Vision Metering
On Premise Pilot Total	\$100,000.00	\$151,143.68	\$295,265.14	\$340,010.00	\$166,977.96	\$101,661.00	\$59,700.00
On Premise Full Deployment Year 1 Total	\$4,029,952.60	\$4,545,308.98	\$4,685,140.25	\$5,277,884.00	\$4,485,564.04	not quoted	\$2,803,553.00
On Premise 5-Year Cost of Ownership Total	\$4,248,952.88	\$4,615,455.98	not quoted	\$5,678,006.00	\$4,629,975.08	\$3,270,558.00	\$2,933,237.00

Notes:

All Full Deployment Totals include meter installation services unless otherwise noted.

Eaton: Totals are for all Landis+Gyr meters, as quoted in bid proposal.

Landis+Gyr: Full Deployment Totals include the purchase of meters from Tri-State Utility Products, and meter installation by Second Sight Systems.

Trilliant: Did not include meter installation in the pricing.



CITY OF GRIFFIN, GEORGIA

INVITATION TO BID

BID #25-010

FOR

Advanced Metering Infrastructure Solution

For all questions about this Bid contact:

April Meeks

afmeeks@cityofgriffin.com

Deadline:

April 25, 2025 by 2:00 P.M.

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**CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
25-010
Advanced Metering Infrastructure Solution**

1. SECTION I – BID INFORMATION

Information in this section is bid-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections III - IX.

1.1. PROJECT DESCRIPTION

The City of Griffin (“the City”) operates under a City Manager/Board of Commissioners form of government. Policy making and legislative authority are vested in the governing council, which consists of seven Commissioners. The City Manager is responsible for carrying out the day-to-day operations of government.

Growing together is the path that we light the way here at the City of Griffin. Proudly serving the community since 1895, the City of Griffin Electric Department provides its residents with power and services 24/7, 365 days a year. These services extend through 334 miles of primary cables via 8 substations thus delivering power to over 16,600 meters. As a public power provider, City of Griffin Electric Department revenues offset property taxes and help fund various City services. As for the Electric Department, we offer diverse services in the area of street and security lighting, Line Construction, Engineering Staff, and 24/7 dispatch. With an operational staff of 33, City of Griffin Electric Department continues to provide proven leadership, professionalism and teamwork as a shining example of what a public power provider should aspire to be.

The City is soliciting proposals from qualified vendors experienced in the design, supply, installation, implementation and support of an Advanced Metering Infrastructure Solution (AMI) for our electric utility, with planned future capability for our water utility (five or more years from now for water implementation). This solution must incorporate the following: real-time usage monitoring, improved safety, energy theft prevention, responsive customer support, reporting, and data flow integration with existing City systems.

1.2. SCHEDULE & SUMMARY

This Invitation To Bid will be governed by the following schedule and criteria:

DATES

Release of Request	Monday March 24, 2025
Signed Confidentiality Agreement due	Tuesday April 1, 2025
Mandatory Pre-Bid Meeting	Tuesday April 8, 2025 at 1:00 PM
Questions due	Monday April 14, 2025
Answers Addendum posted by	Friday April 18, 2025
Bids due	Friday April 25, 2025 by 2:00 PM
Bonds required	Yes; Performance/Payment Bonds ONLY are required prior to contract
	<i>(item 4.8)</i>
Procurement Coordinator	April Meeks afmeeks@cityofgriffin.com

1.3. PROJECT SCOPE

The City currently has an Itron cloud-hosted electric AMI solution, with Itron electric meters. We are requesting the submission of proposals from qualified vendors to provide an on-premise AMI solution, along with electric meter installation services, as a replacement. As currently envisioned, the proposed solution should include the following:

- Provide real-time data collection in support of enhanced customer service
- Support full two-way communication between the City and the customer meter
- Enable service to be disconnected and re-connected at the customer premise, remotely where applicable
- Support cost-effective delivery of electric services
- Take advantage of new customer fiber service to improve electric services at customer premises
- Integration with the City's existing CIS/billing, GIS, Outage Management and Customer Portal Systems
- AMI system testing
- AMI solution training
- Maintenance and support

1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

- ___ Information/Cover Page (*supplied*)
- ___ Bid Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
- ___ Griffin GIS Data Confidentiality Agreement
- ___ Pricing Sheet (*supplied*)
- ___ References Sheet (*supplied*)
- ___ Tax Compliance form (*supplied*)
- ___ Company Registration paperwork – **to be done online***
- ___ Supplier Affidavit – **an additional copy (showing as notarized) of the Supplier (EV) affidavit must be included with response**

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.

*** If a complete and compliant registration has been submitted online (both required documents are uploaded), you may include a statement that you have a completed registration on file. Instructions for registration may be found on the Supplier Registration page in this document.**

1.5. SPECIAL PROVISIONS

DAVIS-BACON ACT: Revisions have been made to the Davis-Bacon Wage Rates: US Department of Labor General Decision – (Executive Order 14026).

On November 22, 2021, the Department announced publication of the final rule, "Increasing the Minimum Wage for Federal Contractors." The Department has finalized regulations to implement Executive Order 14026, "Increasing the Minimum Wage for Federal Contractors," which was signed by President Joseph R. Biden Jr. on April 27, 2021. Executive Order 14026 states that the Federal Government's procurement interests in economy and efficiency are promoted when the Federal Government contracts with sources that adequately compensate their workers. The Executive Order raises the minimum wage paid by those contractors to workers performing work on or in connection with covered federal contracts to \$15.00 per hour, beginning January 30, 2022; and beginning January 1, 2023, and annually thereafter, an amount determined by the Secretary of Labor (Secretary). This final rule establishes standards and procedures for implementing and enforcing the minimum wage protections of Executive Order 14026, and is effective on January 30, 2022. <https://www.dol.gov/agencies/whd/government-contracts/eo14026>.

1.6. SIGNED CONFIDENTIALITY AGREEMENT

A signed **Confidentiality Agreement** is required from all vendors in order to receive a copy of the City's GIS data. See **Attachment A** at the end of this document. The signed and dated Agreement must be received by the City on or before **Tuesday April 1, 2025**. Within (3) business days of receiving the executed Agreement, the City will provide GIS data and will send an invitation to the Mandatory Pre-Bid Meeting.

1.7. EVALUATION CRITERIA

The basis of selection will be the lowest responsive and responsible bid considering ability to meet the City's specifications and requirements in addition to price. Other considerations will include, but are not limited to:

- Ability to provide requested products and services
- Quality of workmanship and products used
- Timeliness of project completion or delivery
- Additional costs to the City
- References
- Guarantees and warranties
- Value added services and/or options

1.8. FUNCTIONAL DEMONSTRATION

Vendor will provide a functional demonstration of HES required functionality listed in section 10 to City of Griffin stakeholders(see Appendix A at the end of this document). This is part of the bid process. The schedule for the functional demonstration will be discussed at the Mandatory Pre-Bid Meeting.

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.



**CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
25-010**

Advanced Metering Infrastructure Solution

2. SECTION II – SOLUTION REQUIREMENTS

This section provides the requirements that the City foresees in an AMI. These requirements are not intended to be all inclusive and respondents are encouraged to describe additional AMI solution capabilities where appropriate.

2.1 AMI Network

The City’s current backhaul utilizes cellular communications to gather meter data. We have an existing fiber optic network. Our Telecommunications and IT teams maintain this existing fiber optic network. Where possible, the City strongly prefers using our fiber network as a backhaul. A propagation study with our current fiber network is needed, so the vendor can propose locations of Collectors, connecting to this backhaul network and facilitate communications to the AMI Head End System (HES).

This section describes the functional and technical requirements for the interoperation of the AMI Network, Collectors, HES and related network equipment. The vendor should provide the following:

- AMI Network shall include two-way transport of data and commands between AMI endpoints and their respective Collectors, which transfer the messages to and from the HES via the backhaul network.
- AMI Solution shall provide a method of redundancy for meter readings (for example, if a Collector is not able to receive readings, other Collectors seamlessly provide redundancy).
- All elements of the proposed AMI Network shall support industry standard best practices for protection of data confidentiality, integrity and operational security.
- To avoid inconvenience to our customers, Collectors should be installed and replaced without disruption to service.
- The AMI Network should be scalable, to add new network devices, reroute when necessary, etc., without manual intervention.
- The AMI Network should have the option of a backup power supply for Collectors with a minimum of 8 hours of backup time.
- Describe the proposed AMI Network and backhaul connectivity that will serve 100% of AMI endpoints.
- Provide a network design showing the number and approximate location of Collectors and related network equipment on a map of the City’s service territory. Use the GIS data provided in the files listed in Section 2.5.
- Provide the percentage of total usable AMI network communication capacity expected to be used in the proposed AMI solution, under baseline operating conditions.
- Describe how AMI radio transmitters will be read by more than one Collector, thereby providing Collector redundancy.
- Describe how data is transferred between Collectors over the network, focusing on security and data encryption protocols.
- Is Radio Frequency (RF) Spectrum license required? Provide detailed information, including license fees, number of channels, etc.

- Redundancy protocols shall be clearly identified by the vendor for assurance of network and system reliability.
- Provide the specification sheet for the Collector and associated equipment. Specifications must include how the Collectors will be powered and if there are any battery requirements or remote antennas needed. If multiple Collectors or external antenna versions are prescribed, then specification sheets will be included for each model variant.

For the purpose of sizing and configuring the network, a propagation study must be done, with the following baseline should be used:

- 100% network coverage
- 99% daily read rate for register and interval data
- On-demand reading requests shall have an average response time of 30 seconds or less at least 90% of the time. Upon failure, the system will support up to 3 retries.

2.2 AMI Trial Project

The City is requesting a new AMI solution in two phases. The first phase will be a trial, deploying the AMI solution in a small area, to demonstrate AMI functionality. This trial phase will involve a mix of residential, commercial, and industrial electric meters, as outlined in the parameters list below. These meters are already in place within the City's infrastructure. An option for testing a small number of water meters should be included in the trial, to test capabilities for a future water implementation, as also mentioned in section 1.1. The vendor should provide the following for the scope of the trial project:

- The Trial should include meters at residential and C & I locations.
- Optional: Water meter quantities: a small number of water meters, to be discussed at the trial
- All related equipment for the meters and communications for the trial (Collectors, water meter antennas, etc.)
- All required HES and all other related AMI software
- All software integrations (the City will assist with bringing together 3rd party vendors)
- Service agreement for the trial
- All associated professional services and training
- Defined acceptance criteria and test plan

The vendor should propose acceptance criteria and a test plan that the City may use, in conjunction with its own expertise, to judge the trial as a success, before going on to a full deployment in the second phase. The City will notify the awarded vendor of an area in which to conduct the trial. The City's IT and Telecommunications teams will provide access to and maintenance for a backhaul network, which proceeds from the Collectors to the HES. This trial will include a period for implementation and thereafter run for an estimated 60 days. Further details will be discussed at the time of the trial.

2.3 Meter Installation Services

The City currently uses Itron electric meters. Electric meter installation services, with installation costs and project management, should be included in the proposal as an option.

Table 2.3.1 Electric Meter Classifications

FORMS	CLASS	VOLTS	WIRE	NUMBER OF METERS
1S	200	120	2W	23
2S	200	240	3W	14,755
2S	320	240	3W	321
3S	20	120	2W	2
4S	20	240	3W	125
9S	20	120 to 480	4WY/4WD	625
12S	200	208	3W	316
16S	200	120 to 480	4WY/4WD	455
16S	320	120 to 480	4WY/4WD	3
TOTAL				16625

Regarding meter installation services, the vendor shall provide the following:

- The vendor must be authorized to work in the State of Georgia and has experience working with municipalities.
- The vendor shall manage the meter installations for all the service locations the City has identified for replacement.
- The City will make initial contact with customers. Then, the vendor should try to contact each individual customer on-site before meter changeouts.
- The vendor must provide a dedicated Project Manager to manage all installation operations from Planning Phase until the last meter is installed and commissioned.
- Meter installation services must be priced per unit based on meter descriptions and locations.
- Meters must be commissioned within 3 business days of being installed.
- Describe the installer staffing process for the project. Identify all training and certifications required for installers. Contact the City for handling of any hazardous situations, tampering and sites where an electrician is required.
- Comply with all Safety and training rules for the State of Georgia.
- Safety equipment is provided by the vendor.
- The vendor must provide their own work management software for managing the daily installations. This system should be accessible by City staff to check status in real-time.
- The vendor must provide reports showing how many meters were installed per day, providing details on successful installs, failures, and re-tries. Reports must track customer or meter issues and failed installations.
- The vendor must collect photographs before and after the installation of each service and provide collected data to the City.
- The vendor must do their best to not disrupt the installation area and leave the scene as it was before.
- The installation vendor must make at least 3 attempts to install the meter before creating a failure status.

- The installation vendor must provide pricing details for all services offered including optional services for the City to review.
- The vendor shall supply standard operating procedures for the City to review and approve.
- Staging meters throughout the service territory in a secured location will be the responsibility of the installation contractor.

Provide detailed responses to the following:

- Describe the meter installation plan for the City. Provide sample installation documentation. The plan should include the use of City personnel to perform or support the installations.
- Does the vendor installer provide your own storage facilities, or would the City have to store meters?
- Describe your capacity to support meter inventory management.
- Provide cost per meter to deploy.

2.4 Integrations

The City requires AMI to integrate with our existing Customer Information System (CIS), Outage Management System (OMS), Mapping and Staking (GIS) and Customer Portal (Silverblaze). The following describes needed integrations, for the vendor to provide:

- AMI software should support webservice calls or MultiSpeak methods for integration.
- OMS Integration: our current OMS system requires Multispeak protocol for integration. AMI software shall integrate with Data Voice OMS to report outages, and restoration in real-time.
- GIS Integration: AMI is required to integrate with GIS using ESRI ArcGIS formats and products.
- CIS Integration: System shall integrate with the City's utility billing software (CIS).
- Customer Portal Integration: AMI needs to provide usage/consumption tracking data to the Silverblaze Customer Portal system.

Table 2.4.1 The City's Information Systems For Integration

System	Product Details
Customer Information System (CIS)	Cogsdale Customer Service Management 2023 R1.2
Outage Management System (OMS)	DataVoice OMS Version 2.4.8 Build 20240223
Mapping and Staking (GIS)	ESRI ArcGIS formats and products
Customer Portal	Silverblaze Customer Portal V4.0

2.5 GIS Data

Vendors are required to provide a network design (topology, architecture, technology used, third party or contracted connectivity) for the City's service area.

Data files of the best available location data will be provided for poles, transformers and meters of each member in the City's service area. The City will provide GIS data files, once the vendor signs the GIS Data Acceptable Use and Confidentiality Agreement (see Attachment A at the end of this document).

2.6 Electric Meter Endpoints

This section defines the functional and technical requirements for new solid-state electric AMI revenue meters (AMI Meters) that shall be provided and deployed as part of this AMI project. Provide responses to the following, based on whether the vendor will comply with the requirement, or an alternative is proposed, with an explanation:

- AMI Meters shall be new and solid state, supporting service disconnect switches, tamper detection, temperature, LSV detection, load profile, power quality.
- Functional features of meters shall be fully accessible and programmable by the City's utility staff locally and remotely. Initial programming shall be performed to utility specifications at the factory.
- Meters shall be warrantied. Warranty terms shall be specified.
- Vendor shall support replaceable components and parts throughout the life of the system.
- Meter types should include 1S, 2S(CL200), 2S(CL320), 3S, 4S, 9S, 12S, 16S, 16S(CL320); also see Table 2.3.1.
- Meters shall be tested and certified for accuracy and proper operation from manufacturer prior to deployment.

- Meters shall be capable of recording and storing load profile data in customizable interval lengths which include Voltage, Kw, Kw Peak, Kwh Delivered, Kwh Received, Amps, Power Factor.
- Meter nameplate data shall include utility name, unique meter serial number, manufacturer name, manufacture date, barcode information to include meter serial number. Each meter type shall have a unique colored data label for identification.
- Meters that include service disconnect switches shall have a status indicator that is clearly visible.
- Meters should include customizable channels for display to be observed by utility personnel.
- Meters shall not require any special equipment for shop or field testing. Routine testing shall be conducted using commercially available equipment.
- Allow for integration of water meters, at a future time to be determined.

2.7 AMI Head End System

The City's IT team shall provide a server on our premises to house the vendor's proposed AMI Head End System (HES). This section defines the functional and technical requirements for the HES that shall be provided and deployed as part of this AMI project. Provide responses to the following, based on whether the vendor will comply with the requirement, or an alternative is proposed, with an explanation:

- AMI HES server shall be hosted and maintained by the City.
- Single Sign On (SSO) using OpenID Connect (OIDC) is required for the City's users.
- The HES shall be established, well-proven, commercially available based on widely adopted technology standards.
- The HES shall manage all meter interrogations and communications for the AMI Network.
- Authorized City personnel shall be able to remotely access and modify all configurable AMI meter parameters.
- The HES shall perform the following: manage the schedule to collect the reads from the meters; report unread meters in scheduled routes/cycles; keep track of meters that haven't reported reads and perform automated retries to obtain reads; reschedule unread scheduled readings for the following day (to provide a reading file for the billing system).
- The HES shall not fail to retrieve billing data from any single meter for more than 15 consecutive days in the absence of a permanent AMI communication failure.
- The vendor shall propose a data archival solution for the City's meter data, with length of time included.
- The HES shall have disaster recovery services.
- Backup services of all software, data and configurations shall be performed at least daily.
- All user activities, configurations and updates must be logged and tracked.
- Policies, safeguards, and monitoring shall be in place to prevent unacceptable interference (performance, high workload) problems among users.
- The AMI system shall support batch disconnects for non-pay accounts.
- The AMI System should support a customer pre-payment function, as a future possibility.
- The AMI System shall support the measurement of load from electro-technologies such as electric vehicles.
- Lead times for unforeseen issues and load additions to distribution system shall be prioritized in a manner to meet City of Griffin demand.
- The City utility personnel shall have complete access to all software functions and features remotely and locally, regardless of location.
- HES shall provide on demand/scheduled alarms and reports which can include but not limited to LSV, temperature, loss of voltage, missed reads, usage thresholds, etc.
- HES shall provide real-time monitoring dashboards for City utility administrators.
- AMI firmware in the AMI Meters, network devices, and customer premise devices, shall be remotely accessible for review, modification, and possible need for replacement.
- AMI Meters will send outage and restoration notifications to the HES as they occur.

Provide detailed responses to the following:

- Provide an overview of the features and functionality of the HES.
- Provide screenshots of the HES dashboard and key screens or reports available.
- Provide a list or screenshots of all outage management reports.
- Provide details of daily procedures to manage meters, Collectors, and network.
- Provide details of procedures when there is failure of meters, Collectors, and network.
- Describe any test system needed.
- Describe the data protection and operational security provisions in the HES.
- Describe how the move-in / move-out and remote connect / disconnect processes will be handled using remote communications with the meter.
- Describe all the key reports available in the HES required to manage the network and the meters.
- Describe how personnel will perform firmware upgrades (patches) using either the HES or remote meter management software with the AMI Network. Clearly describe the AMI Meter's ability to sense, reverse, and report unauthorized or unsuccessful firmware replacements.

2.8 System Operations and Support

The City expects the vendor to provide project management implementation services, ongoing support for system operations, training, and quality assurance. Provide responses to the following, based on whether the vendor will comply with the requirement, or an alternative is proposed, with an explanation:

- The vendor shall assign a single project manager for implementation.
- The vendor shall provide weekly and monthly reports during the project delivery phase.
- The vendor shall perform all software product installations on the City's on-premise computer environment.
- The vendor shall monitor the system daily and alert the City to any issues with any aspect of the AMI solution.
- Support services shall be provided between 7am and 6pm ET.
- Explain the support procedures when there is failure of meters, Collectors, network and/or software.
- Provide a description of the intended support system for the solution (location of support personnel, hours of support, team organizational structure, escalation path and process, support tools used [phone, tickets, etc.]).
- Describe the guaranteed time to respond to and resolve issues for each support issue priority level.
- The vendor shall test and inspect all components of the AMI solution prior to delivery and installation.
- Unacceptable shipments shall be marked, segregated, and reported.
- The vendor shall install or load all shipment files into the HES as applicable.
- Provide details (workflow or description) on the company's quality assurance plan or process for the solution, including details on how your company responds to service/support related problems, and software quality problems.
- Describe the quality management structure for inspecting and sampling the AMI Meters (and all other components) being proposed. Outline how quality will be achieved, controlled, assured, demonstrated, and managed.
- Describe the information or documentation that the vendor provides and includes with the delivered AMI solution.
- Outline how the vendor controls non-conforming products and deals with nonconforming meters and shipments.
- Explain the Return Merchandise Authorization (RMA) process for equipment. Include the typical time span for resolving issues and returning the equipment back to the City. Have

there been any times when the RMA backlog has been abandoned by the meter vendor? If so, what steps does the City need to take to replace RMA equipment? What is the recourse for the City should the vendor lose equipment sent back for RMA?

- Describe the proposed methodology and plan for system acceptance testing.
- The vendor shall provide training for all associated City personnel, as well as any training material.
- The vendor shall provide onsite training for the initial deployment phase. Once the AMI solution is fully implemented, other learning methods may be used, depending on the subject.
- The vendor shall provide training materials customized to the City's AMI solution.
- The vendor shall provide ongoing training services throughout the life of the solution.
- The vendor shall provide a solution or fix for critical issues within 24 hours.
- The vendor shall consult with and request approval from the City to perform any fix, upgrade or new release.
- Describe the vendor support and responsibilities for delivering and installing new releases, upgrades, bug fixes and rollbacks.



CITY OF GRIFFIN, GEORGIA REQUESTS FOR PROPOSAL, INVITATIONS TO BID GENERAL PROVISIONS

Sections III - IX review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3. SECTION III – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City’s website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at \$10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier’s responsibility to check the City’s website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City’s website.

3.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

Company Name

- Question

Citation of relevant section of the bid

All questions must be in writing to the Procurement Coordinator for this bid. The contact email and deadline for questions is noted in section 1.2.

Direct all questions to the following email address:

Email: afmeeks@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this document. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City’s website (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b>) or by selecting “Resources” and then “Bid Opportunities” from the City home page. **It is the Supplier’s responsibility to refer to the website for any addenda or other pertinent information before responding to this ITB request.**

3.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a Proposer feels that any information is confidential or proprietary in nature, the Proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

4. SECTION IV – OVERVIEW AND PROCEDURES

Sections III - IX review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1 COMPANY BACKGROUND & EXPERIENCE

Suppliers should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

Dates of service

Name of contact person

Title of contact person

Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

4.2 REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

4.3 BID REQUIREMENTS

4.3.1 SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

4.3.2 RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one or more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

4.3.3 PACKAGING OF BID

Submissions must be by EMAIL ONLY to afmeeks@cityofgriffin.com .

The email needs to have only the highlighted information below in the body of the email and the BID Response Documents shall be an attachment to the email. The attachment shall not be opened until the BID opening time as stated in Section 1.2.

(Supplier Name)
BID # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents in addition to any bid-specific information requested:

- Pricing
- Schedule of proposed work (when applicable),
- Completion Schedule (when applicable),
- Supplier Registration is to be completed online, with the following forms needing to be uploaded
- Supplier Affidavit (E-Verify) (*available online*),
- W-9 (*available online*),
- Some responses may require an additional notarized Supplier affidavit. (See section 1.4),
 - *The City cannot award to a supplier that is not registered and compliant,*
- Tax Compliance form (required if over \$99,000) (*supplied if required*),
- Reference list of a minimum of three (3) references (*supplied*).

4.3.4 SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Bids must be submitted to:

City of Griffin
Attention: April Meeks – Procurement Coordinator
AFMEEKS@CITYOFGRIFFIN.COM

4.3.5 ALTERNATE BID DOCUMENTS

Documents prepared by the City must be used for the submission of Bid Response. Alternate bids or bids that deviate from the requirements of this solicitation may not be considered. Suppliers shall not insert in their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

4.3.6 ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation To Bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

4.3.7 PROPOSAL PRICING, ERRORS AND OMISSIONS

- 4.3.7.1 In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.
- 4.3.7.2 All corrections, changes or erasures to the proposal submission are to be initialed in ink.

4.3.8 WITHDRAWAL OF BID

A supplier may withdraw its bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Coordinator.

4.3.9 LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

4.3.10 MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

4.3.11 DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

- 4.3.11.1 Evidence of collusion;
- 4.3.11.2 Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);
- 4.3.11.3 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 4.3.11.4 Being in arrears on taxes owed to the State of Georgia;
- 4.3.11.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Supplier's ability to properly perform the work;
- 4.3.11.6 Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or
- 4.3.11.7 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

4.3.12 REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice;
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
- d) reject any or all bids or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the bid that is in the best interest of the City, regardless of whether or not it is the lowest bid;
- g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

4.3.13 COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

4.3.14 BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 3.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

4.3.15 AWARD AND RESULTING CONTRACT

Award will be made to the lowest responsive and responsible Supplier whose submittal is compliant to the terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

4.3.16 PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

4.3.16.1 FILING A PROTEST

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Procurement Department, be in writing and contain the following information in order to be valid:

- 4.3.16.2 The name (company), address, telephone number and email of the protestor
- 4.3.16.3 Signature and printed name of the protestor
- 4.3.16.4 Identification of the solicitation and the sections contested
- 4.3.16.5 A statement of reason for the protest including copies of relevant supporting documents
- 4.3.16.6 A description of the remedy requested.

- 4.3.16.7 A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

4.4 INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

4.5 STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

4.6 NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

4.7 HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

4.8 BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

5. SECTION V – OTHER GENERAL SPECIFICATIONS

Sections III - IX review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

5.1 LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of \$500.00 per day of non-compliance.

5.2 FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 5.2.1** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 5.2.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 5.2.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;
- 5.2.4** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

5.3 SUPPLIER'S INVOICE

5.3.1 The Supplier shall prepare and submit invoices to the attention of the procurement coordinator at: City of Griffin, Attn: April Meeks, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

- (a) Name and address of the Supplier.
- (b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)
- (c) Purchase order number for supplies delivered or work completed.
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (f) Name and address to which payment is to be sent.
- (g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (h) Any other information or documentation required by the contract (e.g., evidence of shipment).

5.3.2 A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (a) Name of supplier
- (b) Purchase Order number
- (c) Ship to Department and Address
- (d) Description, Quantity, unit price, and extension of each item.
- (e) Date of delivery or shipment.

5.4 TAX LIABILITY

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

5.5 PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

5.6 ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

5.7 ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

5.8 TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

5.9 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City, such as an unforeseen project cancellation. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. The City will payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

5.10 TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

5.11 CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

5.12 REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Coordinator, both verbally and in writing within 48 hours of their occurrence.

6. SECTION VI – INSURANCE REQUIREMENTS

Sections III - IX review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

6.1 STANDARD INSURANCE REQUIREMENTS

6.1.1 The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

6.1.2 *Commercial General Liability Insurance* - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

6.1.3 *Automobile Insurance* - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

6.1.4 *Umbrella Coverage*

6.1.4.1 *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

6.1.4.2 *Professional Liability/Errors & Omissions Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice

providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

6.2 OTHER INSURANCE PROVISIONS

6.2.1 All Coverage

6.2.1.1 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

6.2.1.2 If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

6.2.1.3 Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

6.2.2 Commercial General Liability and Automobile Liability Coverage

6.2.2.1 The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

6.2.2.2 The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

6.2.2.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

6.2.2.4 Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.2.3 Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement (*see 5.1.4.1*).

6.2.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

6.2.5 Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

6.2.6 Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

6.2.7 Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

7. SECTION VII - REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

7.1 VENDOR/CONTRACTOR AFFIDAVIT

7.1.1 Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

7.2 SUBCONTRACTORS

7.2.1 The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

7.2.1.1 Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.

7.2.1.2 Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

7.2.1.3 Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

8. SECTION VIII - TITLE VI, as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

9. SECTION IX - FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into with the Successful Contractor related to the services set forth in this RFP.

1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:

a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for

at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.

- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
- d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.

2) Environmental Compliance.

- a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- b. Contractor shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
- c. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.
- c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.

- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.
- 4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such

provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
 - a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) Immigration and Nationality Act
 - a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.
- 7) Administrative Remedies for False Claims and Statements
 - a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.
- 8) Remedies

- a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:
 - i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;
 - ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;
 - iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or
 - iv. Pursue and obtain any and all other available legal or equitable remedies.
- b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

- a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.
- b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

- a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.
 - i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

Signature

Date: _____

Name:

Title:

***Please separate and use the following pages with your response submittal.
Additional pages may be used as needed. Thank you for your interest and
participation in this opportunity.***



CITY OF GRIFFIN, GEORGIA
RESPONSE SUBMITTAL COVER

BID #25-010

For
Advanced Metering Infrastructure Solution

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

Submittal Deadline:
April 25, 2025 by 2:00 P.M.



SUPPLIER DISCLOSURES
25-010

All solicitations MUST contain signed and notarized statement of Non-Collusion and non-Conflict of Interest. Any YES response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.

I certify that this bid response is genuine and is not a collusive or sham proposal. I further state that:

- o The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- o The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- o No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- o I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Company Name

Signature of Authorized official of company

Printed Name

Sworn to and subscribed before me this ____ **day of** _____ **, 20** ____ **.**

Notary Public: _____

County: _____

Commission Expires: _____

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

Debarment. Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

Litigation. Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

___ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

___ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

___ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

___ **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

___ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

___ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

___ **Occupational Tax License.** If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

___ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

___ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications Acknowledgement _____

Addendum No. ____ dated _____ Acknowledgement _____

Addendum No. ____ dated _____ Acknowledgement _____

Addendum No. ____ dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the bid if the addendum contained information which substantively changes the City's requirements.

BID RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes ___ Not yet ___
The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY /STATE/ZIP: _____

PHONE (including area code): _____ E-MAIL: _____

AUTHORIZED SIGNATURE TITLE

NAME (PRINTED)

TITLE (PRINTED)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 2:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 3:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

COMPLETED BY:

Company Name: _____

Contact Person: _____

(Signature)

(Printed Name)



TAX COMPLIANCE FORM*

**Must be completed for all bids with an aggregate total of more than \$99,000.00.*

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: _____
- Physical Location Address: _____

- Federal Identification Number (FEI): _____
- Have you ever been registered in the State of Georgia? _____
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI): _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____
- What type of service will you perform? _____
- Will you sell any tangible personal property or goods? _____
- Supplier's Affiliate's Name: _____
 - FEI: _____
 - STI: _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name: _____
 - Telephone Number: _____
 - E-mail Address: _____

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.



SUPPLIER'S RFP/ITB CHECKLIST

- ___1 **Read the *entire* document**, paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all bid specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section III.
- ___2 **Note the Procurement Agent's name and e-mail address.** The Procurement agent is the only person you are allowed to communicate with regarding the RFP/ITB from inception until after award.
- ___3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/ITB. Pre-bid conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other bid-related meetings) are considered part of the evaluation criteria.
- ___4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Coordinator by the due date listed in the *Schedule of Events*. Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.
- ___5 **Follow the format required in the RFP/ITB** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.
- ___6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.
- ___7 **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the bid itself with your response.
- ___8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/information required by the State of Georgia. The City cannot award a bid to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.
- ___9 **Check the City website for RFP/ITB addenda.** All addenda issued for the RFP/ITB are posted on the City's website under the associated bid posting. Do not assume that if you received an individual notification of the bid, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at <http://www.cityofgriffin.com> (select 'Government', 'Departments', 'Support Services', 'Finance', then 'Bid Opportunities') to confirm if any addenda were issued for the RFP/ITB. If so, you must acknowledge each addendum on the Response document.
- ___10 **Review and read the RFP/ITB document again** to make sure that you have addressed all requirements. Once the bid deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.
- ___11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.
- ___12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.



SUPPLIER REGISTRATION

Supplier Registration with the City of Griffin consists of the following:

The City of Griffin now has online self-service registration, via Vendor Registry. In order to be registered as a City of Griffin supplier, you must access the registration via the City's site. This will give you the opportunity to keep your information accurate and current. It also permits unlimited NIGP commodity codes, allowing for notifications based on your specific business criteria. In addition to the visibility to the City, this service will allow for other agencies in our area to have visibility of your company and it will allow you to have visibility of opportunities from other agencies in our area. There is no charge for this basic service, but you do have the option to automatically expand your visibility to other areas for a small fee to Vendor Registry at any time.

TO REGISTER:

- ✓ Please visit our website at www.cityofgriffin.com
- ✓ Select "Government"
- ✓ Select "Departments"
- ✓ Select "Support Services"
- ✓ Select "Finance"
- ✓ Select "Procurement"
- ✓ In the section, Online Supplier Registration, if you are not already registered in VendorRegistry, click on the link "Registration, powered by VendorRegistry".
- ✓ Complete your registration by following the instructions provided
 - Two documents (forms included below) will be required to be **uploaded online** before your registration is complete. They are:
 - **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.
 - **E-Verify Affidavit** – This document is also referred to as the Supplier Affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of \$2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. **There is no need to notarize the affidavit unless you provide your EV number.**

Note: *If you have problems getting registered, Vendor Registry is available to answer questions and help get you registered; they can be reached toll-free at (865) 777-4337. The City is also available to help.*

If you are registered on Vendor Registry with another agency other than City of Griffin, you can 'piggyback' off of your existing profile to create a profile for Griffin. Contact Vendor Registry or our Procurement office for help in creating this new record.



APPENDIX A
25-010
Advanced Metering Infrastructure Solution

10. SECTION X – HES FUNCTIONAL DEMONSTRATION

This section provides an overview of the requirements the City foresees as needed HES functions. The requirements are not intended to be all-inclusive, and respondents are encouraged to describe additional product capabilities where appropriate.

As noted in section 1.8, the vendor shall demonstrate the following HES functionalities, in order (at the functional demo). If the item is not able to be demonstrated, the vendor should mention the capability at the demo.

Also, in the bid response, for each item in the list, the vendor shall respond as follows:

- 1 – Functionality is included with core product and requires no customization.
- 2 – Functionality is available and requires product configuration to utilize.
- 3 – Functionality is only available through customized extensions to the core product.
- 4 – Functionality is not available.

- ___ 1) Single Sign On (SSO) using OpenID Connect (OIDC) is required for the City’s users.
- ___ 2) The HES shall manage all meter interrogations and communications for the AMI Network.
- ___ 3) The HES shall perform the following: manage the schedule to collect the reads from the meters; report unread meters in scheduled routes/cycles; keep track of meters that haven’t reported reads and perform automated retries to obtain reads; reschedule unread scheduled readings for the following day (to provide a reading file for the billing system).
- ___ 4) All user activities, configurations and updates must be logged and tracked.
- ___ 5) The AMI system shall support batch disconnects for non-pay accounts.
- ___ 6) The City utility personnel shall have complete access to all software functions and features remotely and locally, regardless of location.
- ___ 7) HES shall provide on demand/scheduled alarms and reports which can include but not limited to LSV, temperature, loss of voltage, missed reads, usage thresholds, etc.
- ___ 8) System to allow real-time monitoring dashboards for City utility administrators.
- ___ 9) AMI firmware in the AMI Meters, network devices, and customer premise devices, shall be remotely accessible for review, modification, and possible need for replacement.
- ___ 10) AMI Meters will send outage and restoration notifications to the Head End System as they occur.
- ___ 11) Provide a list or screenshots of all outage management reports.

- ___ 12) Provide details of daily procedures to manage meters, Collectors, and network.
- ___ 13) Provide details of procedures when there is failure of meters, Collectors, and network.
- ___ 14) Describe the data protection and operational security provisions in the HES.
- ___ 15) Describe how the move-in / move-out and remote connect / disconnect processes will be handled using remote communications with the meter.
- ___ 16) Describe all the key reports available in the HES required to manage the network and the meters.
- ___ 17) Describe how personnel will perform firmware upgrades (patches) using either the HES or remote meter management software with the AMI Network. Clearly describe the AMI Meter's ability to sense, reverse, and report unauthorized or unsuccessful firmware replacements.
- ___ 18) The vendor shall install or load all shipment files into the HES as applicable.
- ___ 19) Provide an overview of (any remaining) features and functionality of the HES.



**ATTACHMENT A
25-010
Advanced Metering Infrastructure Solution**

11. SECTION XI – GRIFFIN GIS DATA CONFIDENTIALITY AGREEMENT

The Griffin GIS Data Confidentiality Agreement can be accessed here:

<https://cogcloud.cityofgriffin.com/index.php/s/OqH54w3GtCrCD5X>

Send the signed Confidentiality Agreement to afmeeks@cityofgriffin.com.



**ATTACHMENT B
25-010
Advanced Metering Infrastructure Solution**

12. SECTION XII – PRICING

Provide a schedule of fees or costs required to implement or maintain the solution, including hourly rates for staff and associated fees for specific services that may be utilized within the scope of work. Please feel free to attach any supporting documentation that substantiates the total cost. At a minimum, vendor pricing should include product/software cost, implementation services cost, training costs, annual maintenance costs for a five-year period after the initial installation and support, and any other costs.

12.1 Product Software Costs

Provide pricing for all products required, including licensing costs.

12.2 Implementation Services

Provide any and all costs associated with system deployment, including system design, product configuration, customizations to product, development, testing, as well as personnel travel expenses.

12.3 Training

Provide pricing of all recommended training courses, and delivery method of the training.

12.4 Annual Maintenance Costs

Provide a five-year schedule of product and services maintenance fees.

12.5 Other Costs

Provide costs for additional products or services. The cost sections above are guides to providing detailed pricing; however, they are in no way limited to the categories shown. Such costs could include 3rd party software, customization not covered in the above sections, data migration, or integration with existing systems.

The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

COMPLETED BY:

Company Name: _____

Contact Person: _____
(Signature) (Printed Name)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with the Kiwanis Club of Griffin for the use of the Kiwanis Event Center and Fairgrounds for the City of Griffin's Food Truck Fly In on April 19, 2026. *Director of Communications and Community Engagement, Danielle Hancock, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

While there is no charge for the use of the event center and fairgrounds, Kiwanis is requiring the City to purchase a short-term, three-day event insurance policy per the terms of its Event Center contract. The cost of the insurance policy is \$321.00.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The cost of the three-day policy is \$321.00.

Submitted By:

Susan Bartholomew

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[City of Griffin Fly-In Contract Docs.pdf](#)

KIWANIS CLUB OF GRIFFIN

EVENT CENTER

EVENT DATE: 04/19/26 -- (Rain Date 04/26/26)

PRIVATE EVENT RENTAL CONTRACT

This contract is between the Renter and The Kiwanis Club of Griffin Event Center

Renter's Name/s: City of Griffin – Food Truck Fly-In 2026

Reservations: (*See Appendix A*) - Reservations require a fully executed contract and a non-refundable payment of \$ -0- deposit which will be applied to the rental fee to secure the Renter's date. The remaining balance due (for event insurance) must be paid in full (30) days prior to the event date. Rental time begins at **8:00am on the day of the event and ends at midnight on the day of the event and all parties must vacate the property by midnight.**

Kiwanis of Griffin Staff Member will be on site during your event.

Cancellations: Cancellations made 30 days or more from the scheduled event will result in a forfeit of 50% of the deposit. Cancellations made within 30 days of the scheduled event will result in forfeit of the full rental amount.

Change of Event Date: Should it become necessary to request a postponement of the event or change in date(s), The Kiwanis Club of Griffin Event Center will allow a one-time change, pending date availability, with all deposits and paid fees being applied to the new rental date(s).

Volume Control: Because The Kiwanis Club of Griffin Event Center is near a residential area; sound must be kept at an acceptable level for others and not in violation of City of Griffin. **City ordinance section 42-101 and 42-102 places restrictions on sound traveling over 100 feet. Any fines generated as a violation of this ordinance shall be the responsibility of the Renter.**

KEYS: Keys will be provided prior to the event. **Keys must be dropped off in the black box located out front, bottom of stairs at the end of your event.**

Capacity: The maximum number of guests is limited to 300 this amount includes vendors such as catering staff, band, bartenders, etc. The following items are available for use by the renter at the event.

- Banquet hall—approximately 7500 square feet.
- 42 each—60 inch round tables (brown & White)
- 21 each—rectangular tables (4—6ft and 17—8 ft)
- Approximately 300 chairs
- Stage—20 feet by 30 feet (stage cannot be moved)
- Large capacity Ice Maker

Note: The mezzanine area is not included in the rental of the event center. No admittance to the mezzanine area is allowed.

The Renter has read and agreed to the terms of the contract on page above

_____ Renter initials

1

Security: The Kiwanis Club of Griffin Event Center will determine if security officers are required at an event. The Kiwanis Club of Griffin Event Center will coordinate/obtain the security detail. The cost of the security is paid by the Renter (cost of security is subject to change without notice). The Renter will not prohibit any security/police officer access to the building or property.

Alcohol:

- Alcohol service and consumption must comply with all State of Georgia and Spalding County liquor laws.
- **Alcohol service must end at 11:30pm**
- The bartending staff must be permitted by Spalding County and authorized to provide, deliver, control and serve alcoholic beverages at the event.
- It is the Renter's responsibility to obtain all necessary license and permits, and presented to the Kiwanis Club of Griffin Event Center a minimum of (7) days prior to the event..
- Per Georgia state liquor laws, no alcohol may be left onsite overnight.
- The Kiwanis Club of Griffin Event Center reserves the right to terminate alcohol service and/or the event at any time if it is determined that any of the rules pertaining to alcohol service have not been complied with or determines that violations have occurred in connection with the service of alcohol at the event. The Renter's fee will NOT be subject to any refund in full or part.
- **The Kiwanis Club of Griffin Event Center requires the employment of two or more security officers at any event involving service of alcoholic beverages. The Kiwanis Club of Griffin Event Center will arrange for security officers to be present during the event.**
- **The cost of any security required by the Kiwanis Club of Griffin Event Center is paid by the Renter.**
- **It is the responsibility of the Renter to control the serving of alcohol to ensure the safety and security of everyone at the event.**

Smoking/Vaping: Smoking/Vaping is permitted in designated smoking areas behind the Kiwanis Club of Griffin Event Center. The Kiwanis Club of Griffin Event Center will provide pots for which all cigarette, cigar, tobacco products must be placed. **No smoking or vaping is allowed inside the building or the front entrance area of the building.**

Use of Drugs: There shall be no illegal drug use anywhere on Kiwanis Club of Griffin Center property. Violation of this policy will result in termination of the event, and the Renter and/or Renter's guest may be required to vacate the property, and no refund would be issued.

Décor:

- No staples, tape, nails or any type of adhesive material are allowed on the walls, ceiling or floors. Decorations cannot be hung from the ceiling.
- Battery operated candles are preferred. If open flame candles are used, they must be contained in a glass or some form of non-flammable surface. They must be kept in a stationary on a stable non-flammable surface.
- No fake flower petals, confetti, fireworks, streamers or glitter or anything to that effect is allowed.
- Approval is required for all tents. The Renter must inform us of all arrangements for tent deliveries, set-ups and removal
- Any décor that the Renter brings or has delivered are solely the Renter's responsibility. The Renter is responsible to coordinate delivery, set up and removal of all rental items.
- If same day delivery and pick up is not possible delivery and pick up time must be coordinated and approved by the Kiwanis Club of Griffin Event Center.
 - Kiwanis Club of Griffin Event Center is not responsible for loss, theft or damage to any rental items or any items left behind, before, during or after event including any personal items of renter, guests or vendors.

General Conditions: The Renter agrees to not deliberately or negligently destroy, deface, damage, or remove any part of the property. The Renter is responsible for any damages done by themselves, their guests, and vehicles. A separate invoice may be issued to cover the cost of repairs to any damaged property.

Vendors: It is the responsibility of the Renter to ensure all vendors comply with the terms of this contract.

After the Event Check List: (See Appendix B) This checklist must be completed for consideration of cleaning fee refund.

Termination: The Kiwanis Club of Griffin Event Center reserves the right, at any time prior to or during the Renter's use of the facilities, to cancel the Renter's reservation and terminate the Renter's agreement if the terms of this contract are breached. If an event is terminated due to a breach of this rental agreement, the renter, and guest of renter, may be required to vacate the property and no refund would be issued.

The Kiwanis Club of Griffin Event Center also reserves the right to cancel the renter's reservation and terminate the Renter's agreement in the event of emergency, physical damage to the buildings, or other occurrence, which at the discretion of the Kiwanis Club of Griffin Event Center and/or City of Griffin if the building or property is found unsafe for use. In this event, the Kiwanis Club of Griffin Event Center would issue a refund or provide an alternative date at no additional cost.

Such occurrences include, without limitation, any of the following:

Fire, flood, tornado, weather damage, other casualty or act of God causing physical damage to the buildings or property.

- Improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the building and facilities in a safe and fully functional condition including unexpected delays in said repairs.
- Power failure, restrictive curfews, or other causes beyond the control of the Kiwanis Club of Griffin Event Center which render the facility unfit for intended use.

Renter's Name (Print)

Teresa A. Watson

Event Center Representative (Print)

Signature

Teresa A. Watson

Signature

Date

January 30, 2026

Date

Attest:

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

APPENDIX B

The Renter has read and agreed to the terms of the contract on page above
_____ Renter initials

Kiwanis Club of Griffin Event Center
After Event Checklist

Failure to comply with this checklist will result in forfeiture of the \$ _____ Cleaning Fee

Renter's Initials _____

- All decorations must be set up and taken down within the allotted rental time
- Kiwanis Club of Griffin Event Center is not responsible for items left behind anywhere on the premises
- No staples, tape, allowed on the walls, ceilings or floors
- Clean up trash from restrooms and flush all toilets
- Pick up trash/litter left outside of building on surrounding grounds and parking lot (litter is defined as, but not limited to paper, plastic waste, cigarette butts, gum, metal cans, plastic & glass bottles and general debris)
- Empty all trash cans and take trash to dumpster located outside of gate on National Guard Armory side of building
- Wipe all tables used
- Leave 11 wood top tables (with 6 chairs at each table) in the main room in the configuration specified; all extra tables and chairs must be moved back to storage room, **Chairs must be stacked 6 high only and in appropriate space per picture provided**
- Please do not Mop Floors, but DO clean up any spilled liquids on floors
- Care must be taken to prevent damage to floors and floor finishes due to movement of tables, chairs, equipment
- Clean kitchen, if used, including but not limited to, appliances, sinks, etc. Do not leave food in sinks
- Return all thermostats to original settings—72 degrees for cooling and/or 68 degrees for heating**
- Inspect the premises before leaving the building; turn off all the lights, lock the doors and gate (if applicable)
- Keys must be dropped in Black Drop Box located in front of building bottom of stairs, at end of your event

The Renter has read and agreed to the terms of the contract on page above
_____ Renter initials

APPENDIX A
Pre-Planning Estimate

Kiwanis Club of Griffin Event Center Rental Reservation

Today's Date: 12-15-25

Renter Name: City of Griffin – Food Truck Fly-In Event
 Address G-S Airport, 1035 South Hill St., Griffin, GA 30224
 Phone Number: 770-862-9240 Email: dbhancock@cityofgriffin.com
 Type of Event: Food Truck Fly-In Date: 4-19-26 * Attendance: 1000+
 Event Start Time: *4-26-26 Rain Date _____ Event End Time: All Day
 Will Alcohol Be Served? Yes (if yes, security officers will be required)
 Other: Greg Poole – CoG Risk Management to Authorize Insurance Charges
 Name on Card: _____

Estimate of Rental Charges: **Single Day*** **Bundle****
(based on current information -- subject to change)

a. Base Rental – Weekday Bundle – 1/20/26 – 1/23/26 Set-up 1/20 – To Utilize Fairgrounds and KoG Building	\$ <u>-0-</u>	\$ _____
b. Cleaning Fee (<u>Refundable</u> - See Appendix B) This line item also used to secure date on calendar-Item h	\$ <u>-0-</u>	_____
c. Security Officers (subject to change without notice) ____ hrs. @ \$50 per hour per officer (____ officers)	\$ <u>-0-</u>	_____
d. Cost of Insurance Included: <u>-Yes</u> <u>X</u> <u>-No</u>	\$ <u>321.00</u>	\$ _____
e. Other Charges: _____	\$ _____	\$ _____
f. Other: _____	\$ _____	\$ _____
g. Total Estimated Rental Charges	\$ <u>321.00</u>	\$ _____
<hr/>		
h. Amount paid to reserve date(s) on calendar Reservation Deposit Paid: _____ (if by C/C w/3%)	\$ <u>-0-</u>	_____
i. Balance Due after Reservation Deposit Paid: Date Balance of Charges Due: Paid Total on Arrival _____ (If paid by Credit Card, please include 3%)	\$ <u>-0-</u>	\$ _____

→ Print Name: _____ Print Name: Teresa A. Watson
 → Signed: _____ Signed: Teresa A. Watson

*Single day = One day only use of facility, including prep and cleanup.
 **Bundle = Event day, plus prep the day before and cleanup the day after.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for personal injury to Dequimani Ware-Stanford, a minor, based on Ante Litem Notice from Morgan & Morgan, dated February 3, 2026. *City Attorney, Drew Whalen, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The notice states that Ware-Stanford on August 19, 2025 at approximately 8:30 p.m. was riding his bicycle on the sidewalk of S. 6th Street, across the street from Piedmont Brewery. A wire was hanging from the utility pole (near the corner of Bank Alley), which became entangled in the bicycle's wheel. The wire snapped or popped striking Ware-Stanford in the neck, causing multiple injuries. An Offer of Compromise is make in the amount of \$2,000,000.

Liability on the City in this matter is disputed. Utilities, including the City's Electric Department, commonly have joint pole use agreements so that all utilities (electric, telecom, cable) share space on the pole, regardless of pole ownership. Pole owners are compensated for the joint use of their poles by other utility users. In this case, the pole involved in this accident, and the wire that was found to be hanging from the pole, were property of AT&T not the City of Griffin.

STAFF RECOMMENDATION:

Staff recommends DENIAL of this claim.

FINANCIAL IMPACT:

The City of Griffin is a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), which investigates legal claims against its Members, their officers and employees. If liability is found to exist, GIRMA adjusts the claim within the limits of the Member's Coverage Agreement. The City's coverage with GIRMA provides \$2,000,000 per occurrence, subject to a \$25,000 per claim deductible.

Submitted By:

Andrew Whalen

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[ALN rec'd 020626.pdf](#)

[Incident Involving AT&T Service Drop - Case #25-004719.pdf](#)

February 3, 2026

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
(Tracking No. 8885 2593 3004)



18378177



Douglas S. Hollberg, Mayor
City of Griffin
100 South Hill Street
Griffin, GA 30223

Re: Ante Litem Notice of Tort Claim
Our Client(s): Dequimani Ware-Stanford
Date of Incident: August 19, 2025
Time: Approximately 8:30 p.m.
Location: Public sidewalk in front of and immediately adjacent to 129 6th Street,
Griffin, GA 30224, near Piedmont Brewery Griffin

Mayor Hollberg:

Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-33-5 to provide you with a thirty (30) day opportunity for adjustment of a tort claim against the City as a result of the following incident:

- (a) Name of the City Government entity involved: City of Griffin Electric Department
- (b) Time: August 19, 2025, at approximately 8:30 p.m.
- (c) Place: The incident occurred on the public sidewalk in front of and immediately adjacent to 129 6th Street, Griffin, GA 30224, across the street from Piedmont Brewery Griffin.
- (d) Nature of Loss Suffered: Mr. Ware-Stanford sustained multiple injuries, including but not limited to his neck.
- (e) Amount of Loss Claimed: Mr. Ware-Stanford has claims for his medical expenses, past and future, lost income, past and future in the amount of \$1,000,000.00 and a claim for her pain and suffering, mental and emotional suffering and any other noneconomic damages recoverable under all applicable laws in the amount of \$1,000,000.00. **TOTAL DAMAGES SOUGHT: \$2,000,000.00**
- (f) Acts or omissions which caused the loss: Pursuant to O.C.G.A. § 51-3-1, the City of Griffin owed Mr. Ware-Stanford a duty to exercise ordinary care in keeping its public sidewalk free of hazards. The City of Griffin breached this duty by failing to

February 3, 2026
Page 2

properly, inspect, maintain, and remove a detached power line lying across the sidewalk. While riding his bicycle, the power line became entangled with the bicycle's tire, forcefully propelling upward and striking Mr. Ware-Stanford in the neck, thereby causing his injuries.

No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty days (30) following receipt of this notice, or the City's denial of the claim, whichever occurs first.

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact my Case Manager, Sharae Beans, at 404-757-8572 or sharae.beans@forthepeople.com.

Sincerely,

Georges Nicolas

GN/sb

cc: Dequimani Ware-Stanford

**08/30/2025 - ED in Piedmont Henry Hospital Emergency Department
 FACESHEET**
Department

Name	Address	Phone	Fax
Piedmont Henry Hospital Emergency Department	1133 EAGLES LANDING PKWY Stockbridge GA 30281-5085	678-604-1010	770-474-3159

Patient Demographics

Name	Patient ID	SSN	Gender Identity	Birth Date
Ware Stanford, Dequimani Demaunte Ale	914004957	xxx-xx-0000	Male	06/13/08 (17 yrs)
Address	Phone	Email		
1005 High Falls Rd Griffin GA 30223-4434	404-771-2197 (H) 404-771-2197 (M)	—		
Reg Status	PCP	Date Last Verified	Next Review Date	
Verified	Per Patient Nopcp, MD	08/20/25	10/19/25	
HAR				
1108066469				

Hospital Account

Name	Acct ID	Class	Status	Primary Coverage
Ware Stanford, Dequimani Demaunte Ale	1108066469	Emergency	Closed	CARESOURCE MEDICAID - CARESOURCE MEDICAID

Guarantor Account (for Hospital Account #1108066469)

Name	Relation to Pt	Service Area	Active?	Acct Type
Taylor, Tabatha Elaine	Mother	PHC	Yes	Personal/Family
Address	Phone			
125 Laprade Rd GRIFFIN, GA 30223-1117	404-771-2197(H)			

Coverage Information (for Hospital Account #1108066469)

F/O Payor/Plan	Precert #
CARESOURCE MEDICAID/CARESOURCE MEDICAID	
Subscriber	Subscriber #
Ware Stanford, Dequimani Demaunte Ale	11010001100
Address	Phone
PO BOX 803 DAYTON, OH 45401	855-202-1058

Admission Information

Current Information			
Attending at Discharge	Admitting Provider	Admission Type	Admission Status
Kelly-McKenzie Jameson Eakin, MD		Emergency	Confirmed Discharge
Admission Date/Time	Discharge Date/Time	Hospital Service	Auth/Cert Status
08/30/25 0917	08/30/25 0926	Emergency Medicine	Incomplete

**08/30/2025 - ED in Piedmont Henry Hospital Emergency Department
 FACESHEET (continued)**

Admission Information (continued)

Hospital Area	Unit	Room/Bed
PIEDMONT HENRY HOSPITAL	PHH EMERGENCY DEPT	RPM-01/RPM-01
Discharge Disposition	Discharge Destination	
Home or Self Care		

Review status set to Review Complete by Jaquainna T Hughes, RN on 8/30/2025

Allergies as of 8/30/2025

No Known Allergies

08/30/2025 - ED in Piedmont Henry Hospital Emergency Department (continued)

ED Diagnosis

Diagnosis	Comment	Added By	Time Added	Team Role
Encounter for staple removal		Sharah L Davis, NP	8/30/2025 9:22 AM	Nurse Practitioner

Chief Complaint

Complaint	Comment	Last Edited By	Time	Relationship	ED Provider
Suture / Staple Removal	Per pt's mom, pt is requiring removal of 5 staples in his neck that were placed on 8/19/25. Pt's mom would also like to verify that pt had tetanus shot on day of incident. Denies abnormal drainage.	Jaquainna T Hughes, RN	8/30/2025 9:15 AM	None	No

ED Disposition

ED Disposition	Condition	User	Comment
Discharge	Stable	Sharah L Davis, NP	Dequimani Demaunte Ale Ware Stanford discharged to home/self care.

ED Provider Notes

ED Provider Notes by Sharah L Davis, NP at 8/30/2025 9:23 AM

Author: Sharah L Davis, NP	Service: Emergency Medicine	Author Type: Nurse Practitioner
Filed: 8/30/2025 9:30 AM	Date of Service: 8/30/2025 9:23 AM	Status: Attested
Editor: Sharah L Davis, NP (Nurse Practitioner)		Cosigner: Kelly-McKenzie Jameson Eakin, MD at 8/31/2025 5:40 AM

Procedure Orders

- Suture Removal [1294694170] ordered by Sharah L Davis, NP

Attestation signed by Kelly-McKenzie Jameson Eakin, MD at 8/31/2025 5:40 AM

SUPERVISED ED APC ATTESTATION:

Based on the medical record for Dequimani Demaunte Ale Ware Stanford, the care provided by the APC appears appropriate.

History

Chief Complaint

Patient presents with

- Suture / Staple Removal

ED Provider Notes (continued)

ED Provider Notes by Sharah L Davis, NP at 8/30/2025 9:23 AM (continued)

Per pt's mom, pt is requiring removal of 5 staples in his neck that were placed on 8/19/25. Pt's mom would also like to verify that pt had tetanus shot on day of incident. Denies abnormal drainage.^[SD 1]

17 y.o. M w/o PMHx. presents to the ED requesting staple removal. The patient's mother is at bedside, agrees to H&P. The patient's s/p staple placement on 8/20 2/2 laceration to the anterior portion of the neck. Denies chills and/or fever. The patient states he didn't take any OTC and/or prescription medications PTA for s/s.^[SD 2]

The history is provided by^[SD 1] the patient and a parent^{[SD 2],[SD 1]} No language interpreter was used^{[SD 2],[SD 1]}

Suture / Staple Removal^[SD 2]

This is a^[SD 1] new^[SD 2] problem. The condition started^[SD 1] 10 days^[SD 2] ago

Nature of complaint:^[SD 1] suture removal^{[SD 2],[SD 1]} Initial treatment done at this ED^[SD 2] previously. The treatment was given^[SD 1] 10 days^[SD 2] ago. Previous procedure includes^[SD 1] laceration repair^[SD 2]. The affected location is the^[SD 1] neck^{[SD 2],[SD 1]} Yes^[SD 2], the treatment provided relief. There has been^[SD 1] no drainage^[SD 2] from the wound. There is^[SD 1] no redness^[SD 2] present. There is^[SD 1] no swelling^[SD 2] present. There is^[SD 1] no pain^[SD 2] present. The patient is experiencing^[SD 1] no pain^{[SD 2],[SD 1]} Exacerbated by: NA. Relieved by: NA.^[SD 2] Pertinent negatives include^[SD 1] no weakness^{[SD 2],[SD 1]} no new pain^{[SD 2],[SD 1]} no new redness^{[SD 2],[SD 1]} no new swelling^{[SD 2],[SD 1]} no pain^[SD 2] and^[SD 1] no stiffness^[SD 2].

Past Medical History

No past medical history on file.

Past Surgical History

No past surgical history on file.

Family History

No family history on file.

Additional Information

Review of Systems

Constitutional: Negative for^[SD 1] chills^{[SD 2],[SD 1]} fatigue^[SD 2] and^[SD 1] fever^[SD 2].

Skin:^[SD 1]

The patient has 5 staples to the anterior portion of the neck.

All other systems reviewed and are negative^[SD 2].

Physical Exam

Pulse 89 | Resp 18 | Ht 5' 8" (1.727 m) | Wt 68 kg (150 lb) | SpO2 93% | BMI 22.81 kg/m²

Physical Exam^[SD 1]

Vitals^[SD 2] and^[SD 1] nursing note^[SD 2] reviewed.

Constitutional:

ED Provider Notes (continued)

ED Provider Notes by Sharah L Davis, NP at 8/30/2025 9:23 AM (continued)

General: He is^[SD.1] not in acute distress^[SD.2].

Appearance: He is^[SD.1] well-developed^[SD.2].

HENT:

Head:^[SD.1] Normocephalic^[SD.2] and^[SD.1] atraumatic^[SD.2].

Eyes:

Conjunctiva/sclera:^[SD.1] Conjunctivae normal^[SD.2].

Pupils:^[SD.1] Pupils are equal, round, and reactive to light^[SD.2].

Cardiovascular:

Rate and Rhythm:^[SD.1] Normal rate^[SD.2] and^[SD.1] regular rhythm^[SD.2].

Heart sounds:^[SD.1] Normal heart sounds^[SD.2],^[SD.1] S1 normal^[SD.2] and^[SD.1] S2 normal^[SD.2].

Pulmonary:

Effort: Pulmonary effort is^[SD.1] normal^[SD.2]. No^[SD.1] respiratory distress^[SD.2].

Breath sounds: Normal^[SD.1] breath sounds^[SD.2].

Musculoskeletal:

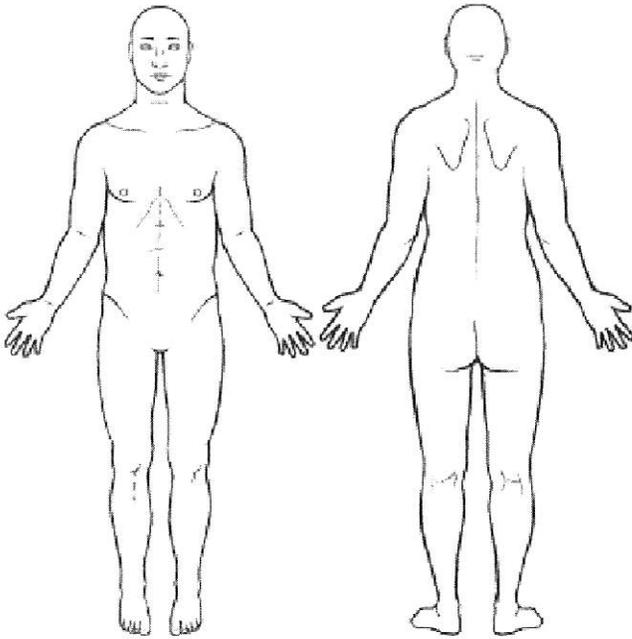
General:^[SD.1] Normal range of motion^[SD.2].

Cervical back:^[SD.1] Full passive range of motion without pain^[SD.2],^[SD.1] normal range of motion^[SD.2] and^[SD.1] neck supple^[SD.2].

Skin:

General: Skin is^[SD.1] warm^[SD.2] and^[SD.1] dry^[SD.2].

Findings: No^[SD.1] rash^[SD.2],^[SD.1]



[SD.2]

Comments:^[SD.1] + 5 staples, no s/s infection^[SD.2]

Neurological:

Mental Status: He is^[SD.1] alert^[SD.2] and^[SD.1] oriented to person, place, and time^[SD.2].

ED Course

Thrombolytic Stroke Assessment

NIH Stroke Assessment Scale^[SD.1]

ED Provider Notes (continued)

ED Provider Notes by Sarah L Davis, NP at 8/30/2025 9:23 AM (continued)

Suture Removal^[SD.2]

Date/Time:^[SD.1] **8/30/2025 9:29 AM**^[SD.2]

Performed by:^[SD.1] **Sharah L Davis, NP**^[SD.2]

Authorized by:^[SD.1] **Kelly-McKenzie Jameson Eakin, MD**^[SD.2]

Consent:

Consent obtained:^[SD.1] **Verbal**^[SD.2]

Consent given by:^[SD.1] **Patient**^[SD.2]

Risks, benefits, and alternatives were discussed:^[SD.1] **yes**^[SD.2]

Risks discussed:^[SD.1] **Bleeding, pain and wound separation**^[SD.2]

Alternatives discussed:^[SD.1] **No treatment, delayed treatment, alternative treatment, observation and referral**^[SD.2]

Universal protocol:

Procedure explained and questions answered to patient or proxy's satisfaction:^[SD.1] **yes**^[SD.2]

Relevant documents present and verified:^[SD.1] **yes**^[SD.2]

Test results available:^[SD.1] **yes**^[SD.2]

Imaging studies available:^[SD.1] **yes**^[SD.2]

Required blood products, implants, devices, and special equipment available:^[SD.1] **yes**^[SD.2]

Site/side marked:^[SD.1] **yes**^[SD.2]

Immediately prior to procedure, a time out was called:^[SD.1] **yes**^[SD.2]

Patient identity confirmed:^[SD.1] **Verbally with patient, arm band and hospital-assigned identification number**^[SD.2]

Location:

Location:^[SD.1] **Head/neck**^[SD.2]

Head/neck location:^[SD.1] **Neck**^[SD.2]

Procedure details:

Wound appearance:^[SD.1] **No signs of infection**^[SD.2]

Number of staples removed:^[SD.1] **5**^[SD.2]

Post-procedure details:

Post-removal:^[SD.1] **No dressing applied**^[SD.2]

Procedure completion:^[SD.1] **Tolerated**^[SD.2]

Medical Decision Making^[SD.1]

After evaluating the patient's history of present illness and physical exam, the patient doesn't appear to have any serious, life threatening injuries. I have instructed the patient's parent to be aware of and return for any significant headache, abdominal pain, chest pain, shortness of breath, or concerns they may have following discharge. I have recommended strict return precautions and follow-up with a PCP w/i 24-48 hours.^[SD.2]

Allergies:

Allergies

No Known Allergies^[SD.1]

Repeat Vitals:

Vitals:

08/30/25 0915

Pulse: 89

ED Provider Notes (continued)

ED Provider Notes by Sarah L Davis, NP at 8/30/2025 9:23 AM (continued)

Resp: 18
SpO2: 93%
Weight: 68 kg (150 lb)
Height: 5' 8" (1.727 m)

MEDICAL DECISION MAKING**Vital Signs:**

I reviewed the patient's vital signs.

Nursing Notes:

I reviewed and utilized the nursing notes.

Old Medical Records:

The patients past medical records and past encounters, if available, were reviewed.

Laboratory Studies:

If laboratory studies have been ordered, I have independently reviewed and interpreted results. I have listed any abnormal findings below:

Labs Reviewed - No data to display

Imaging Studies:

If imaging studies were ordered. The radiologist's interpretation includes:

No orders to display

Medications given in the ED:

Medication Administration from 08/30/2025 0913 to 08/30/2025 0923

None

RE-ASSESSMENT

9:23 AM - The patient^[SD.1]'s s/p staple removal, will DC, f/u w/ PCP, PHH ED PRN.^[SD.2]

COUNSELING

The patient and/or patient's parent has been counseled on today's findings and the specific plan of care. The patient's and/or parents questions were answered to satisfaction and he and/or she is agreement with the plan of care. The patient and/or patient's parent was counseled regarding the diagnosis, prognosis and outpatient care follow-up. The patient and/or patient's parent was advised that certain medications may cause sleepiness and/or drowsiness and was advised not the drive while taking these medications and/or narcotics. The patient and/or patient's parent was advised to return to the Emergency Department at any time for new and/or worsening symptoms.

IMPRESSION AND DISPOSITION

ED Provider Notes (continued)

ED Provider Notes by Sarah L Davis, NP at 8/30/2025 9:23 AM (continued)

The patient's currently stable, resting comfortably. The patient's vital signs are stable. The patient is to be discharge home. The patient will need to follow-up with the provider listed on their discharge paperwork for continued outpatient care and/or evaluation.

DIFFERENTIAL DIAGNOSIS:

- 1.^[SD.1] **Wound Dehiscence**^[SD.2]
- 2.^[SD.1] **DWH**^[SD.2]
- 3.^[SD.1] **Cellulitis**^[SD.2]

CLINICAL IMPRESSION

1. **Encounter for staple removal**

Prescriptions:

New Prescriptions

No medications on file

DISPOSITION

Discharge to Home

Patient condition:

Stable

Sarah L Davis, NP

08/30/25 0930

^[SD.3]

Signed By Sarah L Davis, NP on 8/30/2025 9:30 AM

Signed By Kelly-McKenzie Jameson Eakin, MD on 8/31/2025 5:40 AM

Attribution Key

SD.1 - Sarah L Davis, NP on 8/30/2025 9:23 AM

SD.2 - Sarah L Davis, NP on 8/30/2025 9:25 AM

SD.3 - Sarah L Davis, NP on 8/30/2025 9:30 AM

ED Provider Notes (continued)

ED Provider Notes by Sharah L Davis, NP at 8/30/2025 9:23 AM (continued)

Revision History

	Date/Time	User	Provider Type	Action
>	8/30/2025 9:30 AM	Sharah L Davis, NP	Nurse Practitioner	Sign
	8/30/2025 9:23 AM	Sharah L Davis, NP	Nurse Practitioner	Share

ED Nursing Notes

No notes of this type exist for this encounter.

ED Patient Care Timeline report

**08/19/2025 - ED in Piedmont Henry Hospital Emergency Department
 FACESHEET**
Department

Name	Address	Phone	Fax
Piedmont Henry Hospital Emergency Department	1133 EAGLES LANDING PKWY Stockbridge GA 30281-5085	678-604-1010	770-474-3159

Patient Demographics

Name	Patient ID	SSN	Gender Identity	Birth Date
Ware Stanford, Dequimani Demaunte Ale	914004957	xxx-xx-0000	Male	06/13/08 (17 yrs)
Address	Phone	Email		
1005 High Falls Rd Griffin GA 30223-4434	404-771-2197 (H) 404-771-2197 (M)	—		
Reg Status	PCP	Date Last Verified	Next Review Date	
Verified	Per Patient Nopcp, MD	08/20/25	10/19/25	
HAR				
1107432137				

Hospital Account

Name	Acct ID	Class	Status	Primary Coverage
Ware Stanford, Dequimani Demaunte Ale	1107432137	Emergency	Billed	CARESOURCE MEDICAID - CARESOURCE MEDICAID

Guarantor Account (for Hospital Account #1107432137)

Name	Relation to Pt	Service Area	Active?	Acct Type
Taylor, Tabatha Elaine	Mother	PHC	Yes	Personal/Family
Address	Phone			
125 Laprade Rd GRIFFIN, GA 30223-1117	404-771-2197(H)			

Coverage Information (for Hospital Account #1107432137)

F/O Payor/Plan	Precert #
CARESOURCE MEDICAID/CARESOURCE MEDICAID	
Subscriber	Subscriber #
Ware Stanford, Dequimani Demaunte Ale	11010001100
Address	Phone
PO BOX 803 DAYTON, OH 45401	855-202-1058

Admission Information
Current Information

Attending Provider	Admitting Provider	Admission Type	Admission Status
		Trauma Center	Confirmed Discharge
Admission Date/Time	Discharge Date/Time	Hospital Service	Auth/Cert Status
08/19/25 2148	08/20/25 0315	Emergency Medicine	Incomplete

**08/19/2025 - ED in Piedmont Henry Hospital Emergency Department
 FACESHEET (continued)**
Admission Information (continued)

Hospital Area	Unit	Room/Bed
PIEDMONT HENRY HOSPITAL	PHH EMERGENCY DEPT	1144/1144-01
Discharge Disposition		Discharge Destination
Home or Self Care		

 Review status set to Review Complete by Jennifer Bark,
 RN on 8/19/2025

Allergies as of 8/20/2025

Not on File

08/19/2025 - ED in Piedmont Henry Hospital Emergency Department (continued)
ED Diagnosis

Diagnosis	Comment	Added By	Time Added	Team Role
Laceration of fascia of neck		Pierre Des Anges, MD	8/20/2025 1:38 AM	Attending Provider

Chief Complaint

Complaint	Comment	Last Edited By	Time	Relationship	ED Provider
Laceration	Biba riding a bike and ran into a wire	Jennifer Bark, RN	8/19/2025 10:55 PM	Registered Nurse	Yes

ED Disposition

ED Disposition	Condition	User	Comment
Discharge	Stable	Pierre Des Anges, MD	Dequimani Demaunte Ale Ware Stanford discharged to home/self care.

ED Provider Notes
ED Procedure Note by Pierre Des Anges, MD at 8/20/2025 1:00 AM

Author: Pierre Des Anges, MD	Service: Emergency Medicine	Author Type: Physician
Filed: 8/25/2025 11:45 AM	Date of Service: 8/20/2025 1:00 AM	Status: Signed
Editor: Pierre Des Anges, MD (Physician)		
Procedure Orders		
1. Laceration repair [1291953086] ordered by Pierre Des Anges, MD		

Procedure
Laceration repair

Date/Time: 8/25/2025 11:43 AM

 Performed by: **Pierre Des Anges, MD**

 Authorized by: **Pierre Des Anges, MD**

Consent:

 Consent obtained: **Verbal**

 Consent given by: **Patient**

 Risks discussed: **Pain and infection**

Universal protocol:

 Patient identity confirmed: **Verbally with patient**

Anesthesia:

 Anesthesia method: **None**

Laceration details:

ED Provider Notes (continued)

ED Procedure Note by Pierre Des Anges, MD at 8/20/2025 1:00 AM (continued)

Location: **Neck**
Neck location: **L anterior**
Length (cm): **13**
Depth (mm): **10**
Exploration:
Limited defect created (wound extended): **no**
Wound exploration: **wound explored through full range of motion**
Treatment:
Area cleansed with: **Povidone-iodine**
Amount of cleaning: **Standard**
Irrigation solution: **Sterile saline**
Irrigation volume: **50**
Irrigation method: **Pressure wash**
Debridement: **None**
Skin repair:
Repair method: **Staples**
Number of staples: **6**
Approximation:
Approximation: **Close**
Repair type:
Repair type: **Simple**
Post-procedure details:
Dressing: **Open (no dressing)**
Procedure completion: **Tolerated well, no immediate complications**^[PD.1]

Pierre Des Anges, MD
08/25/25 1145
[PD.2]

Signed By Pierre Des Anges, MD on 8/25/2025 11:45 AM

Attribution Key

PD.1 - Pierre Des Anges, MD on 8/25/2025 11:43 AM
PD.2 - Pierre Des Anges, MD on 8/25/2025 11:45 AM

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM

Author: Pierre Des Anges, MD	Service: Emergency Medicine	Author Type: Physician
Filed: 8/20/2025 1:38 AM	Date of Service: 8/20/2025 1:34 AM	Status: Signed
Editor: Pierre Des Anges, MD (Physician)		

History^[PD.1]

Chief Complaint

Patient presents with

- Laceration

Biba riding a bike and ran into a wire^[PD.2]

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

17-year-old male presents to the emergency department for evaluation of neck laceration penetrating trauma and a level 1 trauma activation. According to the patient he was riding his BMX bicycle at a high rate of speed when he ran into a wire that was hanging from a construction zone. EMS reports the patient with significant bleeding to the anterior neck which was controlled by pressure. The patient denies dysphagia, shortness of breath, any other injuries.

Past Medical History

No past medical history on file.

Past Surgical History

No past surgical history on file.

Family History^[PD.1]

No family history on file.

Additional Information^[PD.2]

Review of Systems

Constitutional: Negative for chills and fever.

HENT: Negative for ear pain and sore throat.

Eyes: Negative for pain and visual disturbance.

Respiratory: Negative for cough and shortness of breath.

Cardiovascular: Negative for chest pain and palpitations.

Gastrointestinal: Negative for abdominal pain and vomiting.

Genitourinary: Negative for dysuria and hematuria.

Musculoskeletal: Positive for neck pain. Negative for arthralgias and back pain.

Skin: Negative for color change and rash.

Neurological: Negative for seizures and syncope.

All other systems reviewed and are negative.

Physical Exam^[PD.1]

Pulse 82 | Temp 98.8 °F (37.1 °C) (Oral) | Resp (!) 22 | Ht 5' 8" (1.727 m) | Wt 72.6 kg (160 lb) | SpO2 98% | BMI 24.33 kg/m²^[PD.2]

Physical Exam

Vitals and nursing note reviewed.

Constitutional:

General: He is not in acute distress.

Appearance: He is well-developed. He is not diaphoretic.

HENT:

Head: Normocephalic and atraumatic.

Mouth/Throat:

Pharynx: No oropharyngeal exudate.

Eyes:

General: No scleral icterus.

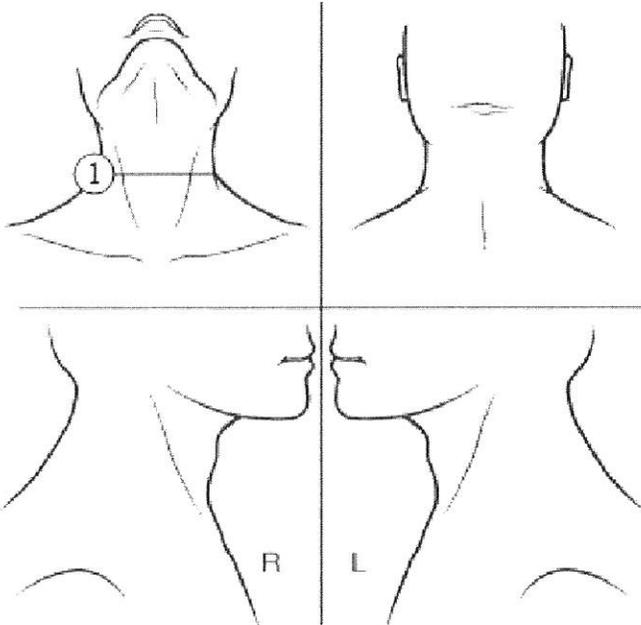
Right eye: No discharge.

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

Left eye: No discharge.
Pupils: Pupils are equal, round, and reactive to light.

Neck:



1: 13 cm superficial laceration with a 4 cm deep laceration to the left anterior neck with muscle exposure, no pulsatile mass

Cardiovascular:

Rate and Rhythm: Normal rate and regular rhythm.
Heart sounds: No murmur heard.
No friction rub.

Pulmonary:

Effort: Pulmonary effort is normal. No respiratory distress.
Breath sounds: Normal breath sounds. No wheezing or rales.

Abdominal:

General: Bowel sounds are normal. There is no distension.
Palpations: Abdomen is soft.
Tenderness: There is no abdominal tenderness. There is no guarding or rebound.

Musculoskeletal:

General: Normal range of motion.
Cervical back: Normal range of motion and neck supple.

Skin:

General: Skin is warm and dry.

Neurological:

Mental Status: He is alert and oriented to person, place, and time.

ED Course^[PD.1]

ED Course as of 08/20/25 0138

Tue Aug 19, 2025

2155 Pt DTAP received in 2020 [PD]

2312 Discussed w Dr Ghaffari, 10 - 14 days [PD]

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

ED Course User Index

[PD] Pierre Des Anges, MD[PD.2]

Thrombolytic Stroke Assessment

NIH Stroke Assessment Scale

Procedures

Medical Decision Making

Amount and/or Complexity of Data Reviewed

Labs: ordered.

Radiology: ordered and independent interpretation performed. Decision-making details documented in ED Course.

TRAUMA NOTE

Patient presents to the ED EMS s/p penetrating trauma.

There was no LOC.

EMS interventions: none

A Level trauma code was activated On-site Pre-hospital

Pt is hemodynamically stable.

GCS is 15 Neurological exam is non-focal

Shock Index on arrival: (HR/SBP) {Normal values 0.5-0.9}

=====

C-spine is cleared.

C-collar: not applied

If c-spine cleared--

N/A

NEXUS criteria

Clinically at time of exam, no palpable steps off or tenderness noted, denies pain when bending , no signs or symptoms of spinal cord injury.

Radiographically at na, denies neck pain or paresthesia to lower extremities

Thoracic and Lumbar spine cleared clinically at time of exam, no palpable steps off or tenderness noted, denies pain when bending , no signs or symptoms of spinal cord injury.,

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

No restrictions for sitting up
=====

FAST exam: negative, done at N/A.

Antibiotics were not indicated.

Tetanus was not indicated

Code status: Full

Plan: See below

Discussed case with Dr. na, at na.

Pertinent imaging findings show: No acute finding.

Reassessment: _

MDM

Narrative: 17-year-old male presents to the emergency department for evaluation of neck laceration penetrating trauma and a level 1 trauma activation

DDX:

1. Carotid/jugular/other venous/arterial injuries in the neck
2. Cervical/ Thoracic/ Lumbar fracture/ subluxation

Plan:

Labs

CXR

Pain management as needed

Cardiac monitoring

Past Medical History

No past medical history on file.

Past Surgical History

No past surgical history on file.

Allergies:

Allergies

Not on File

Meds:

Current Medications

No current facility-administered medications for this encounter.

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

No current outpatient medications on file.^[PD.1]

Labs: Labs below reviewed.^[PD.1]

Labs Reviewed

COMPREHENSIVE METABOLIC PANEL -

Abnormal; Notable for the following

components:

Result	Value
Glucose	134 (*)
Creatinine	1.36 (*)

All other components within normal limits

PROTIME-INR - Abnormal; Notable for the following components:

Prothrombin Time	16.0 (*)
INR	1.24 (*)

All other components within normal limits

Narrative:

Please note new Prottime (PT) and/or APTT reference range effective 9/27/2024.

CK - Abnormal; Notable for the following components:

Total CK	571 (*)
----------	---------

All other components within normal limits

CBC W NO DIFF (HEMOGRAM) - Normal

APTT - Normal

Narrative:

Please note new APTT reference range effective 9/27/2024.

LIPASE - Normal

LACTIC ACID, PLASMA - Normal

ETHANOL LEVEL - Normal

URINALYSIS COMPLETE NO REFLEX CULT

RAPID TOX DRUG SCREEN URINE

LACTIC ACID, PLASMA

BLOOD GLUCOSE POCT

TYPE AND SCREEN^[PD.2]

Imaging:^[PD.1]

CT chest abdomen pelvis with contrast - TRAUMA

Final Result

No acute process.

All CT scans at this facility use dose modulation and/or weight based dosing when appropriate to reduce radiation dose to as low as reasonably achievable.

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

Electronically signed by: Manfred Temmerman on
8/19/2025 10:41 PM From
Workstation ID: MANFRED-PIEDMON

CTA Neck

Final Result

No evidence for vascular injury is seen in the neck.

Soft tissue laceration left anterior neck

Electronically Signed By: John Black, MD 8/19/2025
11:05 PM
BLACK-PIEDMONT

CT cervical spine without contrast - TRAUMA

Final Result

No acute fracture or malalignment.

All CT scans at this facility use dose modulation and/or
weight based
dosing when appropriate to reduce radiation dose to
as low as reasonably
achievable.

Electronically signed by: Manfred Temmerman on
8/19/2025 10:37 PM From
Workstation ID: MANFRED-PIEDMON

CT head without contrast - TRAUMA

Final Result

No acute intracranial abnormality.

All CT scans at this facility use dose modulation and/or
weight based
dosing when appropriate to reduce radiation dose to
as low as reasonably
achievable.

Electronically signed by: Manfred Temmerman on
8/19/2025 10:35 PM From
Workstation ID: MANFRED-PIEDMON

X-ray chest 1 view - Portable TRAUMA (Results
Pending)^[PD.2]

Encounter orders:^[PD.1]

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

Orders Placed This Encounter

Procedures

- X-ray chest 1 view - Portable TRAUMA
- CT head without contrast - TRAUMA
- CT cervical spine without contrast - TRAUMA
- CT chest abdomen pelvis with contrast - TRAUMA
- CTA Neck
- CBC (Hemogram)
- Comprehensive metabolic panel
- APTT
- Prottime-INR
- Lipase
- CK
- Lactic acid, plasma
- Urinalysis complete no reflex culture
- Ethanol level
- Drug Screen Urine, Qualitative
- Lactic acid, plasma
- Diet NPO
- Cardiac Bedside Monitoring - ED Only
- Oxygen per protocol
- Blood glucose POCT
- Type and screen
- Insert peripheral IV - Site # 1
- Insert peripheral IV - Site # 2^[PD.2]

Vitals:^[PD.1]

Vitals:	08/19/25 2239	08/19/25 2239	08/19/25 2256
Pulse:	89	84	82
Resp:	19	19	(!) 22
Temp:		98.8 °F (37.1 °C)	
TempSrc:		Oral	
SpO2:	97%	98%	98%
Weight:		72.6 kg (160 lb)	
Height:		5' 8" (1.727 m) ^[PD.2]	

Reviewed the patient's vital signs.

Diagnosis:^[PD.1]

No diagnosis found.^[PD.2]

Disposition: Discharge to home

Condition: Good

Discussed pertinent findings with the patient or their representative(s) and have allowed ample time to answer questions that have been posed regarding the patient's current presenting symptoms and disposition plan. The patient and or family members/others understand and agree with the patient's disposition.

ED Provider Notes (continued)

ED Provider Notes by Pierre Des Anges, MD at 8/20/2025 1:34 AM (continued)

Nursing notes reviewed for past medical history, past surgical history, allergies, and medications.

All available laboratory studies, x-rays, and other diagnostic tests completed in ED reviewed by me.

Reassessment:

The pt was stable and recommended to follow-up with Dr. Ghaffari in 10 to 13 days

Pierre Des Anges, MD
08/20/25 0138
[PD 2]

Signed By Pierre Des Anges, MD on 8/20/2025 1:38 AM

Attribution Key

PD.1 - Pierre Des Anges, MD on 8/20/2025 1:34 AM
PD.2 - Pierre Des Anges, MD on 8/20/2025 1:38 AM

ED Nursing Notes

8/19/2025 9:27 PM ED Notes signed by Kerri Lee, RN
8/19/2025 10:02 PM ED Notes signed by Ian Roberts, RN

ED Patient Care Timeline report

Consult Notes

Consults by Arina Ghaffari, MD at 8/19/2025 2228

Author: Arina Ghaffari, MD	Service: Surgery	Author Type: Physician
Filed: 8/19/2025 10:36 PM	Date of Service: 8/19/2025 10:28 PM	Status: Signed
Editor: Arina Ghaffari, MD (Physician)		

Trauma Surgery Admit Note

Level:[AG.1T] **1 Trauma Activation**[AG.1M]

History of present illness:

Dequimani Demaunte Ale Ware Stanford 17 y.o. male presented to ER following^[AG.1T] an accident with a wire to the patient's neck, slightly deeper on the left than the right. Patient was riding his bike when he ran into a wire. He is otherwise hemodynamically stable and bleeding is controlled upon my arrival to CT. Patient is talking with no obvious changes to his voice, no hematemesis or air coming from the wound on my initial assessment.^[AG.1M]

Consult Notes (continued)

Trauma Surgeon Arrival Time:^[AG.1T]
29^[AG.1M] Minutes From Trauma Notification

Pre-Hospital Information

Mechanism:^[AG.1T] Wire to neck while riding bike^[AG.1M]

Injuries: Noted:^[AG.1T] Laceration to neck, deeper on the left than the right^[AG.1M]
LOC:^[AG.1T] unknown the event was not witnessed by and adult^[AG.1M]

Signs: Vitals:^[AG.1T] stable^[AG.1M]
Responsive:^[AG.1T] Yes^[AG.1M]

Treatments:^[AG.1T] none available^[AG.1M]

Presenting Vitals

Review of System:

General: No fever and chills, no night sweats
Psych: No hallucination or suicidal ideation
ENT: No tinnitus or epistaxis
Heme: No abnormal bleeding tendency
Endocrine: No heat or cold intolerance
Respiratory: No productive cough or shortness of breath
Cardio: No chest pain or dyspnea on exertion
Gastro: Per HPI. No hematochezia or hematemesis
GU: No dysuria or hematuria
Neuro: No TIA or stroke symptoms

Past Medical History

The patient has no past medical history on file.

Past Surgical History

The patient has no past surgical history on file.

Allergies

Patient has no allergy information on record.

Home Medications

Prior to Admission
medications
Not on File

Social History

The patient

Family History

Family History
No family history on file.^[AG.1T]

Consult Notes (continued)
Primary Survey
Airway:^[AG.1T] unassisted, spontaneous ventilation, nasal cannula, and patent^[AG.1M]
Breathing:^[AG.1T] Normal chest wall and respirations. Clear to auscultation.^[AG.1M]
Circulation:^[AG.1T] Normal upper and lower extremity pulses^[AG.1M];

Disability: **GCS**^[AG.1T] **15**^[AG.1M]; (E:^[AG.1T] **4** - Opens eyes on own^[AG.1M] V:^[AG.1T] **5** - Alert and oriented^[AG.1M] M:^[AG.1T] **6** - Follows simple motor commands^[AG.1M]); Pupils:^[AG.1T] **PERRL**^[AG.1M]
Exposure:^[AG.1T] No life-threatening injury noted^[AG.1M]
FAST:^[AG.1T] Not done^[AG.1M]
Secondary Survey
General:^[AG.1T] alert, appears stated age, and cooperative^[AG.1M]
Head:^[AG.1T] no findings of trauma^[AG.1M]
Face:^[AG.1T] no findings of trauma^[AG.1M]
Mouth:^[AG.1T] normal dentition and gums^[AG.1M]
Eyes:^[AG.1T] **PERRL**^[AG.1M]; **EOM**^[AG.1T] full and intact^[AG.1M]
Neck: C`-Spine^[AG.1T] no palpable tenderness or step deformity, full ROM, and Laceration along mid neck in transverse fashion, deeper on the left with some platysma exposed, no obvious bleeding noted^[AG.1M] ; Trachea^[AG.1T] midline^[AG.1M];

Chest:^[AG.1T] Normal chest wall and respirations. Clear to auscultation.^[AG.1M]
Heart: Rate:^[AG.1T] normal^[AG.1M] Rhythm:^[AG.1T] normal sinus rhythm^[AG.1M]
Pulses:^[AG.1T] Normal upper and lower extremity pulses^[AG.1M]
Abdomen:^[AG.1T] soft, nontender, nondistended^[AG.1M]
Pelvis:^[AG.1T] stable^[AG.1M] and^[AG.1T] no tenderness^[AG.1M]
GU:^[AG.1T] no signs of trauma^[AG.1M]
Back:^[AG.1T] no palpable tenderness or step deformity^[AG.1M]
Extremities:^[AG.1T] normal strength, tone, and muscle mass, no deformities, no evidence of joint effusion, ROM of all joints is normal, no musculoskeletal defects noted^[AG.1M];^[AG.1T] warm^[AG.1M] to touch

Skin:^[AG.1T] normal exam; no erythema, swelling or tenderness^[AG.1M]
Neurologic:^[AG.1T] alert, oriented^[AG.1M]; **Extremity**^[AG.1T] normal, normal sensation and reflexes, and motor intact^[AG.1M]
Labs

No results found for: "CREATININE", "BUN", "NA", "K", "CL", "CO2", "GLUCOSE"

No results found for: "BILITOT", "AST", "ALT", "ALKPHOS"

No results found for: "AMYLASE", "LIPASE"

Lab Results

Component	Value	Date
WBC	8.80	08/19/2025

Lab Results

Component	Value	Date
HGB	14.7	08/19/2025
HCT	41.9	08/19/2025

Consult Notes (continued)
Lab Results

Component	Value	Date
PLT	258	08/19/2025

Lab Results

Component	Value	Date
INR	1.24 (H)	08/19/2025
PROTIME	16.0 (H)	08/19/2025
PTT	26.5	08/19/2025

No results found for: "LACTATE"

No results found for: "HCGQUAL"

Review of Radiology

No results found.

Spinal Precautions:

Cervical:^[AG.1T] No restrictions.^[AG.1M]

Thoracic:^[AG.1T] No restrictions.^[AG.1M]

Lumbar:^[AG.1T] No restrictions.^[AG.1M]

Assessment & Plan^[AG.1T]

17 year old male presents with wire to the neck while riding bicycle activated as Level 1 Trauma

2 gm Ancef

CTA Neck pending

Rest of panscan ordered already by ED prior to my arrival

Discussed with ED that if CTA shows no obvious injury, wound can be cleaned with betadine solution and stapled.

Follow up with either our office or PCP in 10-14 days for removal

Recommend Augmentin for 7 days as outpatient as wire was likely dirty

Tetanus^[AG.1M]

Please call with any questions

ARINA GHAFFARI^[AG.1T] **SCHINELLI MD FACS**^[AG.1M]

Electronically signed by Arina Ghaffari, MD at 8/19/2025 10:36 PM

Attribution Key

AG.1 - Arina Ghaffari, MD on 8/19/2025 10:28 PM

M - Manual, T - Template

Labs
Blood glucose POCT (Discontinued)

Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153**

Mode: Ordering in Verbal with readback mode

Ordering user: Kwan McLaurin, RN 08/19/25 2150

Status: **Discontinued**

Communicated by: Kwan McLaurin, RN

Ordering provider: Pierre Des Anges, MD

Labs (continued)

 Authorized by: Pierre Des Anges, MD
 Frequency: STAT Once 08/19/25 2150 - 1 occurrence
 Quantity: 1

 Ordering mode: Verbal with readback
 Class: Hospital Performed
 Instance released by: Kwan McLaurin, RN (auto-released)
 8/19/2025 9:50 PM

Discontinued by: Automatic Discharge Provider 08/20/25 0720 [Patient Discharge]

Urinalysis complete no reflex culture (Discontinued)

 Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153**
 Mode: Ordering in Verbal with readback mode
 Ordering user: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Anges, MD
 Frequency: STAT STAT 08/19/25 2150 - 1 occurrence
 Quantity: 1

 Status: **Discontinued**

 Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Anges, MD
 Ordering mode: Verbal with readback
 Class: Unit Collect
 Instance released by: Kwan McLaurin, RN (auto-released)
 8/19/2025 9:50 PM

Discontinued by: Automatic Discharge Provider 08/20/25 0720 [Patient Discharge]

Specimen Information

ID	Type	Source	Collected By
—	Urine	Urine, Clean Catch	—

Drug Screen Urine, Qualitative (Discontinued)

 Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153**
 Mode: Ordering in Verbal with readback mode
 Ordering user: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Anges, MD
 Frequency: Routine Once 08/19/25 2150 - 1 occurrence
 Quantity: 1

 Status: **Discontinued**

 Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Anges, MD
 Ordering mode: Verbal with readback
 Class: Unit Collect
 Instance released by: Kwan McLaurin, RN (auto-released)
 8/19/2025 9:50 PM

Discontinued by: Automatic Discharge Provider 08/20/25 0720 [Patient Discharge]

Specimen Information

ID	Type	Source	Collected By
—	Urine	Urine, Clean Catch	—

Lactic acid, plasma (Final result)

 Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153**
 Mode: Ordering in Verbal with readback mode
 Ordering user: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Anges, MD
 Frequency: STAT STAT 08/19/25 2150 - 1 occurrence
 Quantity: 1

 Status: **Completed**

 Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Anges, MD
 Ordering mode: Verbal with readback
 Class: Lab Collect
 Lab status: Final result

Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231CH1138	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2156

Lactic acid, plasma (Normal)

Resulted: 08/19/25 2235, Result status: Final result

 Ordering provider: Pierre Des Anges, MD 08/19/25 2150
 Filed by: Background User Lab 08/19/25 2235
 Resulting lab: PIEDMONT HENRY HOSPITAL LAB

 Order status: Completed
 Collected by: Kwan McLaurin, RN 08/19/25 2156
 CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
Lactate	2.06	0.50 - 2.20 mmol/L	—	PHH LAB

Labs (continued)
Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD, Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

CBC (Hemogram) (Final result)

Electronically signed by: **Pierre Des Angles, MD on 08/20/25 0153** Status: **Completed**
 Mode: Ordering in Verbal with readback mode
 Ordering user: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Angles, MD
 Frequency: Routine Once 08/19/25 2150 - 1 occurrence
 Quantity: 1
 Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM

Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Angles, MD
 Ordering mode: Verbal with readback
 Class: Lab Collect
 Lab status: Final result

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231HE0574	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2157

CBC (Hemogram) (Normal)

Resulted: 08/19/25 2214, Result status: Final result

Ordering provider: Pierre Des Angles, MD 08/19/25 2150
 Filed by: Background User Lab 08/19/25 2214
 Resulting lab: PIEDMONT HENRY HOSPITAL LAB

Order status: Completed
 Collected by: Kwan McLaurin, RN 08/19/25 2157
 CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
WBC	8.80	3.40 - 10.80 10 ³ /μL	—	PHH LAB
RBC	4.70	4.40 - 5.80 10 ⁶ /μL	—	PHH LAB
Hemoglobin	14.7	14.0 - 18.0 g/dL	—	PHH LAB
Hematocrit	41.9	38.0 - 49.0 %	—	PHH LAB
MCV	89.1	80.0 - 96.0 fL	—	PHH LAB
MCH	31.2	26.0 - 35.0 pg	—	PHH LAB
MCHC	35.0	32.0 - 36.0 g/dL	—	PHH LAB
RDW	14.1	11.5 - 15.0 %	—	PHH LAB
MPV	7.9	6.0 - 9.5 fL	—	PHH LAB
Platelets	258	130 - 400 10 ³ /μL	—	PHH LAB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD, Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

APTT (Final result)

Electronically signed by: **Pierre Des Angles, MD on 08/20/25 0153** Status: **Completed**
 Mode: Ordering in Verbal with readback mode
 Ordering user: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Angles, MD
 Frequency: Routine Once 08/19/25 2150 - 1 occurrence
 Quantity: 1
 Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM

Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Angles, MD
 Ordering mode: Verbal with readback
 Class: Lab Collect
 Lab status: Final result

Specimen Information

Labs (continued)

ID	Type	Draw Type	Source	Collected By
25H-231CG0179	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2157

APTT (Normal)

Resulted: 08/19/25 2227, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2150
 Filed by: Background User Lab 08/19/25 2227
 Resulting lab: PIEDMONT HENRY HOSPITAL LAB
 Narrative:
 Please note new APTT reference range effective 9/27/2024.

Order status: Completed
 Collected by: Kwan McLaurin, RN 08/19/25 2157
 CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
PTT	26.5	21.8 - 36.2 Secs	—	PHH LAB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD, Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

Protime-INR (Final result)

Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153** Status: **Completed**
 Mode: Ordering in Verbal with readback mode
 Ordering user: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Anges, MD
 Frequency: Routine Once 08/19/25 2150 - 1 occurrence
 Quantity: 1
 Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM

Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Anges, MD
 Ordering mode: Verbal with readback
 Class: Lab Collect
 Lab status: Final result

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231CG0179	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2157

Protime-INR (Abnormal)

Resulted: 08/19/25 2225, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2150
 Filed by: Background User Lab 08/19/25 2225
 Resulting lab: PIEDMONT HENRY HOSPITAL LAB
 Narrative:
 Please note new Protime (PT) and/or APTT reference range effective 9/27/2024.

Order status: Completed
 Collected by: Kwan McLaurin, RN 08/19/25 2157
 CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
Prothrombin Time	16.0	12.1 - 15.1 Secs	H ^	PHH LAB
INR	1.24	0.89 - 1.12	H ^	PHH LAB

Comment:
 Treatment of thrombosis: 2.00 - 3.00
 Prevention of embolism: 2.00 - 3.00
 Prophylaxis of venous thrombosis 2.00 - 3.00
 Prevention of embolism from prosthetic
 Mechanical heart valve 2.50 - 3.50

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
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Labs (continued)

272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD,Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present
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Comprehensive metabolic panel (Final result)

Electronically signed by: Pierre Des Anges, MD on 08/20/25 0153	Status: Completed
Mode: Ordering in Verbal with readback mode	Communicated by: Kwan McLaurin, RN
Ordering user: Kwan McLaurin, RN 08/19/25 2150	Ordering provider: Pierre Des Anges, MD
Authorized by: Pierre Des Anges, MD	Ordering mode: Verbal with readback
Frequency: Routine Once 08/19/25 2150 - 1 occurrence	Class: Lab Collect
Quantity: 1	Lab status: Final result
Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM	

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231CH1137	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2159

Comprehensive metabolic panel (Abnormal)

Resulted: 08/19/25 2238, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2150	Order status: Completed
Filed by: Background User Lab 08/19/25 2238	Collected by: Kwan McLaurin, RN 08/19/25 2159
Resulting lab: PIEDMONT HENRY HOSPITAL LAB	CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
Sodium	138	136 - 145 mmol/L	—	PHH LAB
Potassium	4.1	3.5 - 5.1 mmol/L	—	PHH LAB
Chloride	103	98 - 107 mmol/L	—	PHH LAB
CO2	25	21 - 31 mmol/L	—	PHH LAB
Glucose	134	74 - 100 mg/dL	H ^	PHH LAB
BUN	24	7 - 25 mg/dL	—	PHH LAB
Creatinine	1.36	0.50 - 1.00 mg/dL	H ^	PHH LAB
Calcium	9.7	8.6 - 10.3 mg/dL	—	PHH LAB
Total Protein	7.5	6.4 - 8.9 g/dL	—	PHH LAB
Albumin	4.7	3.5 - 5.7 g/dL	—	PHH LAB
ALT	14	7 - 52 U/L	—	PHH LAB
AST	26	13 - 39 U/L	—	PHH LAB
Alkaline Phosphatase	75	34 - 104 U/L	—	PHH LAB
Total Bilirubin	0.6	<=1.0 mg/dL	—	PHH LAB
Anion Gap	14	7 - 14	—	PHH LAB
BUN/Creatinine Ratio	18	12 - 20	—	PHH LAB
Albumin/Globulin Ratio	1.7	1.1 - 2.2	—	PHH LAB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD,Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

Lipase (Final result)

Electronically signed by: Pierre Des Anges, MD on 08/20/25 0153	Status: Completed
Mode: Ordering in Verbal with readback mode	Communicated by: Kwan McLaurin, RN
Ordering user: Kwan McLaurin, RN 08/19/25 2150	Ordering provider: Pierre Des Anges, MD
Authorized by: Pierre Des Anges, MD	Ordering mode: Verbal with readback
Frequency: Routine Once 08/19/25 2150 - 1 occurrence	Class: Lab Collect

Labs (continued)

Quantity: 1 Lab status: Final result
Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231CH1137	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2159

Lipase (Normal)

Resulted: 08/19/25 2238, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2150 Order status: Completed
Filed by: Background User Lab 08/19/25 2238 Collected by: Kwan McLaurin, RN 08/19/25 2159
Resulting lab: PIEDMONT HENRY HOSPITAL LAB CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
Lipase	23	11 - 82 U/L	—	PHH LAB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD, Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

CK (Final result)

Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153** Status: **Completed**
Mode: Ordering in Verbal with readback mode
Ordering user: Kwan McLaurin, RN 08/19/25 2150 Communicated by: Kwan McLaurin, RN
Authorized by: Pierre Des Anges, MD Ordering provider: Pierre Des Anges, MD
Frequency: Routine Once 08/19/25 2150 - 1 occurrence Ordering mode: Verbal with readback
Quantity: 1 Class: Lab Collect
Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM Lab status: Final result

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231CH1137	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2159

CK (Abnormal)

Resulted: 08/19/25 2238, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2150 Order status: Completed
Filed by: Background User Lab 08/19/25 2238 Collected by: Kwan McLaurin, RN 08/19/25 2159
Resulting lab: PIEDMONT HENRY HOSPITAL LAB CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
Total CK	571	30 - 223 U/L	H ^	PHH LAB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD, Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

Ethanol level (Final result)

Labs (continued)

Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153** Status: **Completed**
 Mode: Ordering in Verbal with readback mode
 Ordered by: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Anges, MD
 Frequency: Routine Once 08/19/25 2150 - 1 occurrence
 Quantity: 1
 Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM

Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Anges, MD
 Ordering mode: Verbal with readback
 Class: Lab Collect
 Lab status: Final result

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231CH1136	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2159

Ethanol level (Normal)

Resulted: 08/19/25 2259, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2150
 Filed by: Background User Lab 08/19/25 2259
 Resulting lab: PIEDMONT HENRY HOSPITAL LAB

Order status: Completed
 Collected by: Kwan McLaurin, RN 08/19/25 2159
 CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
Alcohol, Ethyl (B)	<10	0 - 10 mg/dL	—	PHH LAB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD, Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

Type and screen (Final result)

Electronically signed by: **Pierre Des Anges, MD on 08/20/25 0153** Status: **Completed**
 Mode: Ordering in Verbal with readback mode
 Ordered by: Kwan McLaurin, RN 08/19/25 2150
 Authorized by: Pierre Des Anges, MD
 Frequency: STAT STAT 08/19/25 2150 - 1 occurrence
 Quantity: 1
 Instance released by: Kwan McLaurin, RN (auto-released) 8/19/2025 9:50 PM

Communicated by: Kwan McLaurin, RN
 Ordering provider: Pierre Des Anges, MD
 Ordering mode: Verbal with readback
 Class: Lab Collect
 Lab status: Final result

Questionnaire

Question	Answer
Transfused within last 3 months? Enter Date in Comments	No
Previous transfusion reaction?	No
Previous antibody history?	No
Does patient have sickle cell disease?	No
Bone Marrow or stem cell candidate or recipient?	No

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-231BB0053	Blood	Venipuncture	Blood, Venous	Kwan McLaurin, RN 08/19/25 2202

Type and screen

Resulted: 08/19/25 2250, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2150
 Filed by: Background User Lab 08/19/25 2250
 Resulting lab: PIEDMONT HENRY HOSPITAL BB

Order status: Completed
 Collected by: Kwan McLaurin, RN 08/19/25 2202

Components

Component	Value	Reference Range	Flag	Lab
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Labs (continued)

ABO Grouping	O	—	—	PHH BB
Rh Factor	Positive	—	—	PHH BB
Ab Screen	Negative	—	—	PHH BB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
413 - PHH BB	PIEDMONT HENRY HOSPITAL BB	Unknown	1133 EAGLES LANDING PARKWAY STOCKBRIDGE GA 30281	03/16/17 0955 - Present

Lactic acid, plasma (Final result)

 Status: **Completed**

Order placed as a reflex to Lactic acid, plasma ordered on 08/19/25 at 2150
 Ordering user: Background User Lab 08/19/25 2235 Ordering provider: Pierre Des Anges, MD
 Authorized by: Pierre Des Anges, MD Ordering mode: Standard
 Frequency: Timed Once 08/20/25 0156 - 1 occurrence Class: Lab Collect
 Quantity: 1 Lab status: Final result
 Instance released by: Background User Lab (auto-released) 8/20/2025 12:17 AM

Specimen Information

ID	Type	Draw Type	Source	Collected By
25H-232CH0077	Blood	Venipuncture	Blood, Venous	Tonya R Heard 08/20/25 0210

Lactic acid, plasma (Normal)

Resulted: 08/20/25 0249, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/20/25 0017 Order status: Completed
 Filed by: Background User Lab 08/20/25 0249 Collected by: Tonya R Heard 08/20/25 0210
 Resulting lab: PIEDMONT HENRY HOSPITAL LAB CLIA number: 11D0258220

Components

Component	Value	Reference Range	Flag	Lab
Lactate	0.85	0.50 - 2.20 mmol/L	—	PHH LAB

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
272 - PHH LAB	PIEDMONT HENRY HOSPITAL LAB	Suneal Jannapureddy MD,Laboratory Medical Director	1133 Eagles Landing Pkwy Stockbridge GA 30281	03/04/20 1610 - Present

Imaging
Imaging
X-ray pelvis 1 view - TRAUMA (Discontinued)

 Status: **Discontinued**

Electronically signed by: **Pierre Des Anges, MD on 08/19/25 2155**
 Ordering user: Pierre Des Anges, MD 08/19/25 2155 Ordering provider: Pierre Des Anges, MD
 Authorized by: Pierre Des Anges, MD Ordering mode: Standard
 Additional signing events
 Electronically signed by Pierre Des Anges, MD 08/20/25 0153, for Discontinuing in Verbal with readback mode, Communicator - Erica L Carrillo, RT
 Frequency: STAT Once 08/19/25 2155 - 1 occurrence Class: Hospital Performed
 Quantity: 1 Instance released by: Pierre Des Anges, MD (auto-released) 8/19/2025 9:55 PM
 Discontinued by: Erica L Carrillo, RT 08/20/25 0046 [Canceled by Provider]

Questionnaire

Imaging (continued)

Question	Answer
Reason for Exam	Trauma

Procedure Log Report

Medications

None

CT head without contrast - TRAUMA (Final result)

Electronically signed by: **Pierre Des Angles, MD on 08/19/25 2155** Status: **Completed**
 This order may be acted on in another encounter.
 Ordering user: Pierre Des Angles, MD 08/19/25 2155 Ordering provider: Pierre Des Angles, MD
 Authorized by: Pierre Des Angles, MD Ordering mode: Standard
 Frequency: STAT Once 08/19/25 2155 - 1 occurrence Class: Hospital Performed
 Quantity: 1 Lab status: Final result
 Instance released by: Pierre Des Angles, MD (auto-released) 8/19/2025 9:55 PM

Questionnaire

Question	Answer
Reason for Exam	Trauma

Screening Form

General Information

Patient Name: Ware Stanford, Dequimani Demaunte Ale	MRN: 914004957
Date of Birth: 6/13/08	Home Phone: 404-771-2197
Legal Sex: Male	Mobile: 404-771-2197

Procedure	Ordering Provider	Authorizing Provider	Appointment Information
CT CODE TRAUMA PROTOCOL HEAD WO (AKA BRAIN)	Pierre Des Angles, MD 865-985-7252	Pierre Des Angles, MD 865-985-7252	8/19/2025 10:10 PM PHH CT 1 PHH CT IMAGING

Screening Form Questions

No questionnaires are associated with this screening form.

Begin Exam Questions

	Answer	Comment
Does patient use crutches/walker/cane/wheelchair?	No	
Did technologist check the patients GFR?	N/A	
GFR amount when checked:		

End Exam Questions

	Answer	Comment
Who verified the patient's identity and procedural site?		
What views were taken?		
Patient shielded?		
Additional Staff:		
Were there any complications during the procedure?		
Complication Comments:		

CT head without contrast - TRAUMA

Resulted: 08/19/25 2235, Result status: Final result

Ordering provider: Pierre Des Angles, MD 08/19/25 2155	Order status: Completed
Resulted by: Manfred Tejerina Temmerman, DO	Filed by: Interface, Rad Results In 08/19/25 2237

Imaging (continued)

Performed: 08/19/25 2159 - 08/19/25 2231

Accession number: PHH42065648

Resulting lab: PHC RAD

Narrative:

Patient Name: DEQUIMANI DEMAUNTE ALE WARE STANFORD

DOB: 6/13/2008

Ordering Provider: PIERRE DES ANGES

Date of Study: 8/19/2025 9:48 PM

CT head without contrast

History: Trauma

Comparison: none

Technique:

CT of the head was performed without IV contrast, and axial computed tomography images were taken between the skull base and vertex. Bone windows and soft tissue windows are available for interpretation.

Findings: There is no evidence of any hemorrhage, hydrocephalus, midline shift, mass effect. The ventricles and sulci are normal in their size, shape, and configuration. The gray-white differentiation is preserved. Visualized bones are normal. Visualized paranasal sinuses are clear.

Impression:

No acute intracranial abnormality.

All CT scans at this facility use dose modulation and/or weight based dosing when appropriate to reduce radiation dose to as low as reasonably achievable.

Electronically signed by: Manfred Temmerman on 8/19/2025 10:35 PM
 Workstation ID: MANFRED-PIEDMON

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
515 - PHCRad	PHC RAD	Unknown	2727 Paces Ferry Rd SE Atlanta GA 30339	03/18/20 1043 - Present

CT head without contrast - TRAUMA

Resulted: 08/19/25 2159, Result status: In process

Ordering provider: Pierre Des Anges, MD 08/19/25 2155

Order status: Completed

Resulted by: Manfred Tejerina Temmerman, DO

Filed by: Acie Oliver, RT 08/19/25 2159

Performed: 08/19/25 2159 - 08/19/25 2231

Accession number: PHH42065648

Study Signed

Electronically signed by Manfred Tejerina Temmerman, DO on 8/19/25 at 2235 EDT

Procedure Log Report

Medications

None

Imaging (continued)
CT cervical spine without contrast - TRAUMA (Final result)

 Electronically signed by: **Pierre Des Anges, MD on 08/19/25 2155**

 Status: **Completed**

This order may be acted on in another encounter.

Ordering user: Pierre Des Anges, MD 08/19/25 2155

Ordering provider: Pierre Des Anges, MD

Authorized by: Pierre Des Anges, MD

Ordering mode: Standard

Frequency: STAT Once 08/19/25 2155 - 1 occurrence

Class: Hospital Performed

Quantity: 1

Lab status: Final result

Instance released by: Pierre Des Anges, MD (auto-released) 8/19/2025 9:55 PM

Questionnaire

Question	Answer
Reason for Exam	Trauma

Screening Form
General Information

 Patient Name: Ware Stanford, Dequimani Demaunte Ale
 Date of Birth: 6/13/08
 Legal Sex: Male

 MRN: 914004957
 Home Phone: **404-771-2197**
 Mobile: 404-771-2197

Procedure	Ordering Provider	Authorizing Provider	Appointment Information
CT CODE TRAUMA PROTOCOL C-SPINE WO	Pierre Des Anges, MD 865-985-7252	Pierre Des Anges, MD 865-985-7252	8/19/2025 10:15 PM PHH CT 1 PHH CT IMAGING

Screening Form Questions

No questionnaires are associated with this screening form.

Begin Exam Questions

	Answer	Comment
Does patient use crutches/walker/cane/wheelchair?	No	
Did technologist check the patients GFR?	N/A	
GFR amount when checked:		

End Exam Questions

	Answer	Comment
Who verified the patient's identity and procedural site?		
What views were taken?		
Patient shielded?		
Additional Staff:		
Were there any complications during the procedure?		
Complication Comments:		

CT cervical spine without contrast - TRAUMA

Resulted: 08/19/25 2237, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2155

Order status: Completed

Resulted by: Manfred Tejerina Temmerman, DO

Filed by: Interface, Rad Results In 08/19/25 2239

Performed: 08/19/25 2159 - 08/19/25 2232

Accession number: PHH42065649

Resulting lab: PHC RAD

Narrative:

Patient Name: DEQUIMANI DEMAUNTE ALE WARE STANFORD

DOB: 6/13/2008

Ordering Provider: PIERRE DES ANGES

Date of Study: 8/19/2025 9:48 PM

PROCEDURE: CT CERVICAL SPINE WITHOUT CONTRAST

DATE OF SERVICE: 8/19/2025 9:59 PM.

Imaging (continued)

REASON FOR EXAM: Trauma.

TECHNIQUE: High resolution transaxial imaging was performed without contrast material. Sagittal and coronal images were reconstructed.

COMPARISON: None.

FINDINGS:

There is gross anatomic alignment of the cervical spine and cervicothoracic junction. The cervicovertebral body heights are well-preserved. No acute fracture or subluxation of the cervical spine. The image paravertebral soft tissue structures are grossly unremarkable. The imaged portions of the lung apices are clear.

Impression:

No acute fracture or malalignment.

All CT scans at this facility use dose modulation and/or weight based dosing when appropriate to reduce radiation dose to as low as reasonably achievable.

Electronically signed by: Manfred Temmerman on 8/19/2025 10:37 PM
 Workstation ID: MANFRED-PIEDMON

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
515 - PHCRad	PHC RAD	Unknown	2727 Paces Ferry Rd SE Atlanta GA 30339	03/18/20 1043 - Present

CT cervical spine without contrast - TRAUMA

Resulted: 08/19/25 2159, Result status: In process

Ordering provider: Pierre Des Anges, MD 08/19/25 2155
 Resulted by: Manfred Tejerina Temmerman, DO
 Performed: 08/19/25 2159 - 08/19/25 2232

Order status: Completed
 Filed by: Acie Oliver, RT 08/19/25 2159
 Accession number: PHH42065649

Study Signed

Electronically signed by Manfred Tejerina Temmerman, DO on 8/19/25 at 2237 EDT

Procedure Log Report

Medications

None

CTA Neck (Final result)

Electronically signed by: **Pierre Des Anges, MD on 08/19/25 2155**

Status: **Completed**

This order may be acted on in another encounter.

Ordering user: Pierre Des Anges, MD 08/19/25 2155

Ordering provider: Pierre Des Anges, MD

Authorized by: Pierre Des Anges, MD

Ordering mode: Standard

Frequency: STAT Once 08/19/25 2155 - 1 occurrence

Class: Hospital Performed

Quantity: 1

Lab status: Final result

Instance released by: Pierre Des Anges, MD (auto-released) 8/19/2025 9:55 PM

Questionnaire

Question	Answer
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Imaging (continued)

Reason for Exam: cut with wite on anterior neck while riding

Screening Form
General Information

Patient Name: Ware Stanford, Dequimani Demaunte Ale	MRN: 914004957
Date of Birth: 6/13/08	Home Phone: 404-771-2197
Legal Sex: Male	Mobile: 404-771-2197

Procedure	Ordering Provider	Authorizing Provider	Appointment Information
CTA NECK W CONTRAST	Pierre Des Anges, MD 865-985-7252	Pierre Des Anges, MD 865-985-7252	8/19/2025 10:25 PM PHH CT 1 PHH CT IMAGING

Screening Form Questions

No questionnaires are associated with this screening form.

Begin Exam Questions

	Answer	Comment
Does patient use crutches/walker/cane/wheelchair?	No	
Did technologist check the patients GFR?	Yes	
GFR amount when checked:	no results -Level 1 trauma	

End Exam Questions

	Answer	Comment
Who verified the patient's identity and procedural site?		
What views were taken?		
Patient shielded?		
Additional Staff:		
Were there any complications during the procedure?		
Complication Comments:		

CTA Neck

Resulted: 08/19/25 2305, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2155	Order status: Completed
Resulted by: John B Black, MD	Filed by: Interface, Rad Results In 08/19/25 2308
Performed: 08/19/25 2200 - 08/19/25 2233	Accession number: PHH42065651
Resulting lab: PHC RAD	
Narrative:	
CT arteriogram of the neck	

HISTORY: Injury. Laceration with wire

Interpretation: This study is performed with intravenous contrast. 3D multiplanar volumetric acquisition is obtained of the neck. Multiplanar reformatted is recorded. Bioscrub dose reduction DICOM format image data is available to non-affiliated external healthcare facilities or entities on a secure, media-free, reciprocally searchable basis with patient authorization for at least a 12-month period after study. Maximum intensity projection imaging is performed and recorded on independent workstation

The great vessels arise from the arch in typical fashion. The common carotid arteries are widely patent

The carotid bifurcations normally configured appearing widely patent

Imaging (continued)

Internal carotid arteries appear widely patent

Both vertebral arteries are patent without stenosis or dissection. They combine to form the basilar artery which is patent and unremarkable.

Soft tissue laceration seen left anterior mid neck. No evidence for active hemorrhage. No hematoma.

No fracture or bony lesion.

Impression:

No evidence for vascular injury is seen in the neck.

Soft tissue laceration left anterior neck

Electronically Signed By: John Black, MD 8/19/2025 11:05 PM
 BLACK-PIEDMONT

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
515 - PHCRad	PHC RAD	Unknown	2727 Paces Ferry Rd SE Atlanta GA 30339	03/18/20 1043 - Present

CTA Neck

Resulted: 08/19/25 2201, Result status: In process

Ordering provider: Pierre Des Anges, MD 08/19/25 2155
 Resulted by: John B Black, MD
 Performed: 08/19/25 2200 - 08/19/25 2233

Order status: Completed
 Filed by: Acie Oliver, RT 08/19/25 2201
 Accession number: PHH42065651

Study Signed

Electronically signed by John B Black, MD on 8/19/25 at 2305 EDT

Procedure Log Report

Medications

None

CT chest abdomen pelvis with contrast - TRAUMA (Final result)

Electronically signed by: **Pierre Des Anges, MD on 08/19/25 2155**

Status: **Completed**

This order may be acted on in another encounter.

Ordering user: Pierre Des Anges, MD 08/19/25 2155

Ordering provider: Pierre Des Anges, MD

Authorized by: Pierre Des Anges, MD

Ordering mode: Standard

Frequency: STAT Once 08/19/25 2155 - 1 occurrence

Class: Hospital Performed

Quantity: 1

Lab status: Final result

Instance released by: Pierre Des Anges, MD (auto-released) 8/19/2025 9:55 PM

Questionnaire

Question	Answer
Reason for Exam	Trauma

Order comments: DO NOT WAIT FOR LAB RESULTS AND USE IV CONTRAST ONLY

Screening Form
General Information

Patient Name: Ware Stanford, Dequimani Demaunte Ale
 Date of Birth: 6/13/08
 Legal Sex: Male

MRN: 914004957
 Home Phone: **404-771-2197**
 Mobile: 404-771-2197

Imaging (continued)

Procedure	Ordering Provider	Authorizing Provider	Appointment Information
CT CODE TRAUMA PROTOCOL CHEST ABD PELV W CONT	Pierre Des Anges, MD 865-985-7252	Pierre Des Anges, MD 865-985-7252	8/19/2025 10:20 PM PHH CT 1 PHH CT IMAGING

Screening Form Questions

No questionnaires are associated with this screening form.

Begin Exam Questions

	Answer	Comment
Does patient use crutches/walker/cane/wheelchair?	No	
Did technologist check the patients GFR?	Yes	Level 1 trauma
GFR amount when checked:	no results-Level 1	

End Exam Questions

	Answer	Comment
Who verified the patient's identity and procedural site?		
What views were taken?		
Patient shielded?		
Additional Staff:		
Were there any complications during the procedure?		
Complication Comments:		

CT chest abdomen pelvis with contrast - TRAUMA

Resulted: 08/19/25 2241, Result status: Final result

Ordering provider: Pierre Des Anges, MD 08/19/25 2155	Order status: Completed
Resulted by: Manfred Tejerina Temmerman, DO	Filed by: Interface, Rad Results In 08/19/25 2244
Performed: 08/19/25 2200 - 08/19/25 2236	Accession number: PHH42065650
Resulting lab: PHC RAD	

Narrative:
Patient Name: DEQUIMANI DEMAUNTE ALE WARE STANFORD
DOB: 6/13/2008
Ordering Provider: PIERRE DES ANGES
Date of Study: 8/19/2025 9:48 PM

CT chest abdomen pelvis with contrast

Clinical history: Trauma

CT evaluation of the chest, abdomen and pelvis was performed following administration 100 mL Isovue-370 intravenous contrast material, without acute adverse reaction. Dose reduction techniques were utilized

Comparison: None

Findings:

CT OF THE CHEST

Lungs: No discrete pulmonary parenchymal mass or nodule. No focal airspace consolidation. No pleural effusion. No pneumothorax.

Bones: No acute abnormality.

Heart and vascular structures: Normal heart size. Nondilated thoracic aorta.

Imaging (continued)

Mediastinum and hila: No lymphadenopathy.

CT OF THE ABDOMEN

Bones: No acute abnormality.

Vasculature: No aortic aneurysm.

Lymph nodes: Unremarkable. No enlarged lymph nodes.

Colon: Mild colon stool burden.

Appendix: Normal

Stomach and small bowel: No obstruction. No focal bowel wall thickening.

Liver: Unremarkable. No mass

Gallbladder and bile ducts: Unremarkable. No calcified stones. No ductal dilatation..

Pancreas: Unremarkable.

Spleen: Unremarkable. No splenomegaly.

Adrenals: No mass.

Kidneys and ureters: Normal size and position kidneys. No hydronephrosis. No solid mass.

Peritoneum: No free air. No significant fluid collection.

CT OF THE PELVIS

Bladder: Normal.

Impression:

No acute process.

All CT scans at this facility use dose modulation and/or weight based dosing when appropriate to reduce radiation dose to as low as reasonably achievable.

Electronically signed by: Manfred Temmerman on 8/19/2025 10:41 PM
 Workstation ID: MANFRED-PIEDMON

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
515 - PHCRad	PHC RAD	Unknown	2727 Paces Ferry Rd SE	03/18/20 1043 - Present

Imaging (continued)

Atlanta GA 30339

CT chest abdomen pelvis with contrast - TRAUMA

Resulted: 08/19/25 2200, Result status: In process

 Ordering provider: Pierre Des Anges, MD 08/19/25 2155
 Resulted by: Manfred Tejerina Temmerman, DO
 Performed: 08/19/25 2200 - 08/19/25 2236

 Order status: Completed
 Filed by: Acie Oliver, RT 08/19/25 2200
 Accession number: PHH42065650

Study Signed

Electronically signed by Manfred Tejerina Temmerman, DO on 8/19/25 at 2241 EDT

Procedure Log Report

Medications

None

X-ray chest 1 view - Portable TRAUMA (Final result)

 Electronically signed by: **Pierre Des Anges, MD on 08/19/25 2155**

 Status: **Completed**

This order may be acted on in another encounter.

Ordering user: Pierre Des Anges, MD 08/19/25 2155

Ordering provider: Pierre Des Anges, MD

Authorized by: Pierre Des Anges, MD

Ordering mode: Standard

Frequency: STAT Once 08/19/25 2155 - 1 occurrence

Class: Hospital Performed

Quantity: 1

Lab status: Final result

Instance released by: Pierre Des Anges, MD (auto-released) 8/19/2025 9:55 PM

Questionnaire

Question	Answer
Reason for Exam	Traumatic injury

Begin Exam Questions

	Answer	Comment
Does patient use crutches/walker/cane/wheelchair?	NA	

End Exam Questions

	Answer	Comment
Who verified the patient's identity and procedural site?		
What views were taken?		
Patient shielded?		
Additional Staff:		
Were there any complications during the procedure?		
Complication Comments:		

X-ray chest 1 view - Portable TRAUMA

Resulted: 08/20/25 0135, Result status: Final result

 Ordering provider: Pierre Des Anges, MD 08/19/25 2155
 Resulted by: John B Black, MD
 Performed: 08/20/25 0103 - 08/20/25 0104
 Resulting lab: PHC RAD

 Order status: Completed
 Filed by: Interface, Rad Results In 08/20/25 0138
 Accession number: PHH42065622

Narrative:

Frontal view of the chest

History: Injury

Comparison examination: None

Interpretation: The lungs are clear. The cardiac silhouette is normal

Imaging (continued)

in size. No bony thoracic lesions are seen.

Impression:

No acute findings

Electronically Signed By: John Black, MD 8/20/2025 1:35 AM
 BLACK-PIEDMONT

Testing Performed By

Lab - Abbreviation	Name	Director	Address	Valid Date Range
515 - PHCRad	PHC RAD	Unknown	2727 Paces Ferry Rd SE Atlanta GA 30339	03/18/20 1043 - Present

X-ray chest 1 view - Portable TRAUMA

Resulted: 08/20/25 0127, Result status: In process

Ordering provider: Pierre Des Anges, MD 08/19/25 2155
 Resulted by: John B Black, MD
 Performed: 08/20/25 0103 - 08/20/25 0104

Order status: Completed
 Filed by: Erica L Carrillo, RT 08/20/25 0127
 Accession number: PHH42065622

Study Signed

Electronically signed by John B Black, MD on 8/20/25 at 0135 EDT

Procedure Log Report

Medications

None



PO Box 100062, Atlanta, GA 30348-0062
RETURN SERVICE REQUESTED

12/4/2025

Tabatha Elaine Taylor
 125 Laprade Rd
 GRIFFIN, GA 30223-1117

Guarantor Number: 7708449

INSURANCE FOR THIS VISIT:

Primary Coverage: CARESOURCE MEDICAID
 Secondary Coverage:
 Tertiary Coverage:

Piedmont Healthcare is providing this itemized list of charges as required by Georgia Fair Business Practices Act [O.C.G.A. Section 10-1-393(b)(14)]. We have filed your claim based on the insurance information above.

Patient Name: Ware Stanford, Dequimani Demaunte Ale Admission Date: 08/19/25
 Account: 1107432137 Discharge Date: 08/20/25
 Location: PIEDMONT HENRY HOSPITAL
 Tax ID Number: 582200195

Account Balance: \$316.19

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
08/19/25	0300	300000010	HC Venipuncture	1	44.65
08/19/25	0305	305000008	HC Cbc Auto WO Diff	1	188.10
08/19/25	0305	305000057	HC Prottime	1	130.20
08/19/25	0305	305000064	HC Ptt	1	163.40
08/19/25	0351	351000002	HC CT Head/Brain WO Cntrst	1	3,609.24
08/19/25	0352	352000008	HC CT Cerv Spine WO Cntrst	1	3,963.30
08/19/25	0255	Q9967	Iopamidol per 1 MI (0270-1316-35)	80	160.00
08/19/25	0351	351000015	HC Cta Neck W/WO Cntrst	1	5,612.20
08/19/25	0301	301000291	HC Lactic Acid	1	328.69
08/19/25	0352	352000005	HC CT Thorax W Cntrst Dx	1	4,263.05
08/19/25	0352	352000029	HC CT Abd&Pelvis W Cntrst	1	7,554.75
08/19/25	0301	301000008	HC Compr Metabolic Panel (Cmp)	1	489.25
08/19/25	0301	301000298	HC Lipase	1	256.11
08/19/25	0301	301000163	HC Creatine Kinase Total	1	171.23
08/19/25	0302	302000182	HC Antibody Screen RBC	1	371.54
08/19/25	0302	302000192	HC Blood Typing Abo	1	184.60
08/19/25	0302	302000193	HC Blood Typing Rh(D)	1	155.65
08/19/25	0301	301000674	HC Alcohol Assay Except UR&Breath Ia	1	280.25

Please call 1-855-788-1212 if you have questions regarding this detail statement.



PO Box 100062, Atlanta, GA 30348-0062
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Date	Rev Code	Procedure Code	Description	Qty	Amount
08/19/25	0324	324000009	HC Xr Chest 1v	1	412.80
08/19/25	0683	883000001	HC Trauma Response Lvl III W Pre-Notification	1	11,178.00
08/19/25	0450	450000319	HC ED Visit Level 5	1	3,868.70
08/19/25	0450	450000381	HC ED Simple Procedure	1	365.40
08/20/25	0300	300000010	HC Venipuncture	1	44.65
08/20/25	0301	301000291	HC Lactic Acid	1	328.69
Total hospital charges:					44,124.45

Hospital Payments and Adjustments

Date	Description	Amount
09/17/25	Caresource Medicaid Insurance Payment	-408.81
09/03/25	Caresource Medicaid Adjustments	-43,399.45
Total hospital payments and adjustments:		-43,808.26

HEALTH ISSUES:

(Note: This information comes from the medically coded diagnosis for your visit and may not be available at the time this detail bill is printed.)

Laceration Of Muscle, Fascia And Tendon At Neck Level, Initial Encounter [S16.2xxa]

Please call 1-855-788-1212 if you have questions regarding this detail statement.



PO Box 100062, Atlanta, GA 30348-0062
RETURN SERVICE REQUESTED

12/4/2025

Tabatha Elaine Taylor
 125 Laprade Rd
 GRIFFIN, GA 30223-1117

Guarantor Number: 7708449

INSURANCE FOR THIS VISIT:

Primary Coverage: CARESOURCE MEDICAID
 Secondary Coverage:
 Tertiary Coverage:

Piedmont Healthcare is providing this itemized list of charges as required by Georgia Fair Business Practices Act [O.C.G.A. Section 10-1-393(b)(14)]. We have filed your claim based on the insurance information above.

Patient Name: Ware Stanford, Dequimani Demaunte Ale Admission Date: 08/30/25
 Account: 1108066469 Discharge Date: 08/30/25
 Location: PIEDMONT HENRY HOSPITAL
 Tax ID Number: 582200195

Account Balance: \$0.00

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
08/30/25	0450	450000311	HC ED Visit Level 1	1	999.90
Total hospital charges:					999.90

Hospital Payments and Adjustments

Date	Description	Amount
09/22/25	Caresource Medicaid Insurance Payment	-724.99
09/22/25	Caresource Medicaid Adjustments	-274.91
Total hospital payments and adjustments:		-999.90

HEALTH ISSUES:

(Note: This information comes from the medically coded diagnosis for your visit and may not be available at the time this detail bill is printed.)

Please call 1-855-788-1212 if you have questions regarding this detail statement.



PO Box 100062, Atlanta, GA 30348-0062
RETURN SERVICE REQUESTED

Laceration Without Foreign Body Of Unspecified Part Of Neck, Subsequent Encounter [S11.91xd]

Please call 1-855-788-1212 if you have questions regarding this detail statement.

2 OF 2

INCIDENT/INVESTIGATION REPORT

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Agency Name <i>Griffin Police Department</i>				Case# <i>25-004719</i>				
ORI <i>GA 1260100</i>				Date / Time Reported <i>08/19/2025 20:55 Tue</i>				
Location of Incident <i>129 S 6TH ST, Griffin GA 30223</i>				Gang Relat <i>NO</i>	Premise Type <i>Highway/road/alley/st</i>	Zone/GeoProx <i>GSE</i>		
				Last Known Secure <i>08/19/2025 20:54 Tue</i>				
				At Found <i>08/19/2025 20:55 Tue</i>				
#1	Crime Incident(s) <i>Police Information INFO</i>			(Com)	Weapon / Tools			Activity
	Entry		Exit		Security			
#2	Crime Incident			()	Weapon / Tools			Activity
	Entry		Exit		Security			
#3	Crime Incident			()	Weapon / Tools			Activity
	Entry		Exit		Security			

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# of Victims <i>0</i>	Type:			Injury:			Domestic: <i>NO</i>				
V1	Victim/Business Name (Last, First, Middle)			Victim of Crime #	DOB Age	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status	
Home Address				Email				Home Phone			
Employer Name/Address						Business Phone			Mobile Phone		
VYR	Make	Model	Style	Color	Lic/Lis	VIN					

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CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)

Type: <i>INDIVIDUAL(NON LE)</i>											Injury:		
Code <i>IO</i>	Name (Last, First, Middle) <i>GOODRUM, TABITHA</i>			Victim of Crime #	DOB Age <i>Pe 66</i> <i>59</i>	Race <i>B</i>	Sex <i>F</i>	Relationship To Offender	Resident Status <i>Resident</i>	Military Branch/Status			
Home Address <i>1005 HIGH FALLS RD GRIFFIN, GA 30223</i>				Email				Home Phone Persons					
Employer Name/Address						Business Phone			Mobile Phone				
Type: <i>INDIVIDUAL(NON LE)</i>											Injury:		
Code <i>IO</i>	Name (Last, First, Middle) Persons Personal/Confidential Information			Victim of Crime #	DOB Age <i>Pers</i> <i>17</i>	Race <i>B</i>	Sex <i>M</i>	Relationship To Offender	Resident Status <i>Resident</i>	Military Branch/Status			
Home Address Persons Personal/Confidential Information				Email				Home Phone Persons					
Employer Name/Address						Business Phone			Mobile Phone				

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1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown
("OJ" = Recovered for Other Jurisdiction)

VI #	Code	Status Frm/To	Value	OJ	QTY	Property Description	Make/Model	Serial Number
<i>1</i>	<i>04</i>	<i>TOTO</i>	<i>\$1.00</i>		<i>1</i>	<i>BIBYCLES</i>		
	<i>33</i>	<i>1</i>	<i>\$1.00</i>		<i>1</i>	<i>STRUCTURE- COMMUNITY/PUBLIC</i>		

Officer/ID# <i>Jackson, Aaron (UPD, SA) (4084)</i>	Invest ID# <i>Griffin, Police Department (CID) (9999)</i>	Supervisor <i>Trawick, Stephen (UPD, SA) (3532)</i>
Status	Complainant Signature	Case Status Information Only <i>08/19/2025</i>
		Case Disposition: <i>Page 1</i>

Incident Report Additional Name List

Griffin Police Department

OCA: 25-004719

Additional Name List

Name Code/#	Name (Last, First, Middle)	Victim of Crime #	DOB	Age	Race	Sex
1) WI I	Persons Personal/Confidential		Person	15	B	M
Address	Persons Personal/Confidential Information		H: Persons			
Empl/Addr			B: - -			
			Mobile #: - -			

INCIDENT/INVESTIGATION REPORT

Griffin Police Department

Case # 25-004719

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown						
	IBR	Status	Quantity	Type Measure	Suspected Type	
D R U G S						

Assisting Officers
TRAWICK, S. (3532), BILLINGS, K. (3761)

Suspect Hate / Bias Motivated: *NONE (NO BIAS)*

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 25-004719

Griffin Police Department

NARRATIVE

REPORTING OFFICER NARRATIVE

Griffin Police Department

OCA 25-004719
Date / Time Reported Tue 08/19/2025 20:55

Victim	Offense <i>POLICE INFORMATION</i>
--------	--------------------------------------

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

On 08/19/2025 at approximately 2055 Hours. I PTL Jackson 4084, responded in a non-emergency mode to 129 S 6TH St, which is located within the City of Griffin Spalding County Georgia, to a report of an accident with injuries. My department issued worn body camera was activated.

When I arrived, I would view a male (Persons Personal/Confidential) standing on the sidewalk at S 6TH St holding cloth tightly around his neck. (Perso) would approach me and tell me that he had been in an accident causing his throat to be cut. (Perso) had been riding his bicycle down the sidewalk on S 6th St in the direction of Taylor St when he passed by a utility pole. (Person) said that as he passed the pole a loose cable caught him on the neck causing the laceration.

As fire and EMS took over for (Persons) injuries I would speak with a witness (Persons). (Pe) reported that he was riding his bicycle behind (Perso) on S 6th St and saw the accident. (P) was unable to show me the exact spot where the incident occurred.

A nearby utility pole (pole #017629) was located near the scene of the accident. The pole had a strand of black utility wire that was laying on the sidewalk with a smaller piece of braided wire. I would view the wire and notice blood stains on it indicating it to be the wire (Perso) had caught his neck on. City electric would be notified on the pole/loose wire and photos of the scene were taken except (Persons) injuries due to EMS providing medical attention.

Following my investigation (Persons) grandmother (Goodrum, Tabitha) would be contacted and informed on the incident and (Persons) bicycle was turned over to (P).

I returned to service.

Incident Report Related Property List

Griffin Police Department

OCA: 25-004719

1	Property Description STRUCTURE- COMMUNITY/PUBLIC				Make		Model		Caliber		
	Color		Serial No.		Value \$1.00		Qty 1.000		Jurisdiction Locally		
	Status None		Date 08/19/2025	NIC #		State #		Local #		OAN	
	Name (Last, First, Middle) City Of Griffin,					DOB		Age	Race	Sex	

Notes

Pole #017629

2	Property Description BIBYCLES				Make		Model		Caliber		
	Color		Serial No.		Value \$1.00		Qty 1.000		Jurisdiction Locally		
	Status Turned Over To		Date 08/19/2025	NIC #		State #		Local #		OAN	
	Name (Last, First, Middle) Persons Personal/Confidential Information					DOB Person		Age 17	Race B	Sex M	

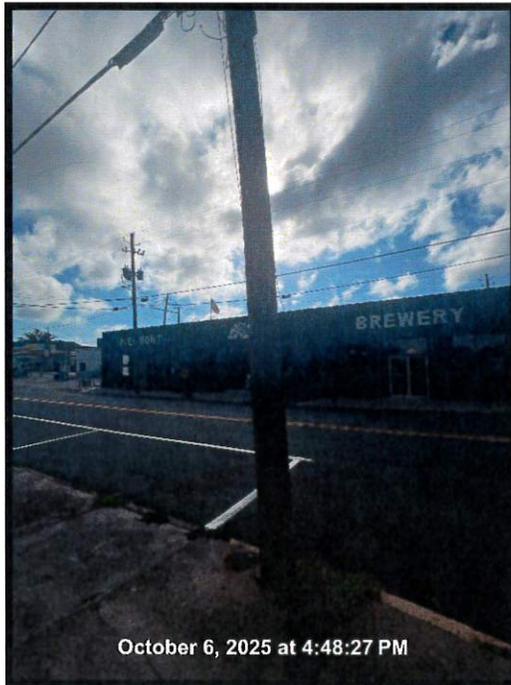
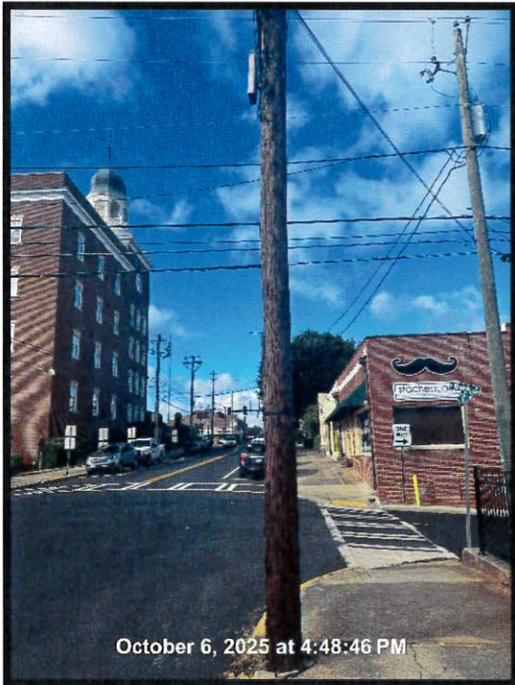
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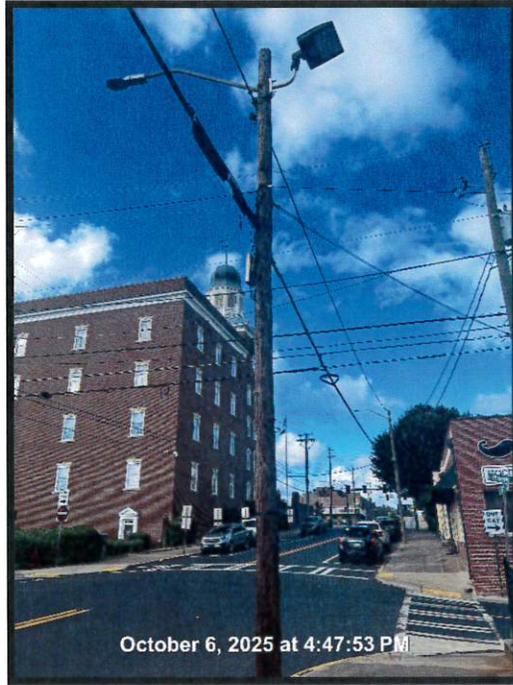
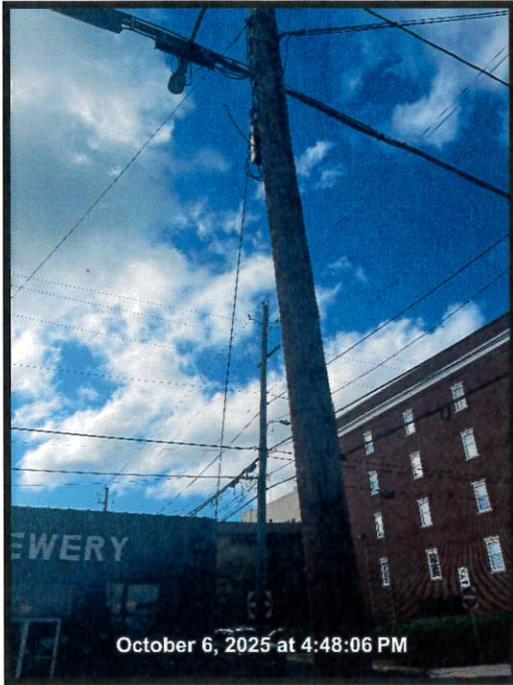
Black bicycle turned over to Persons

Public Records Exemptions

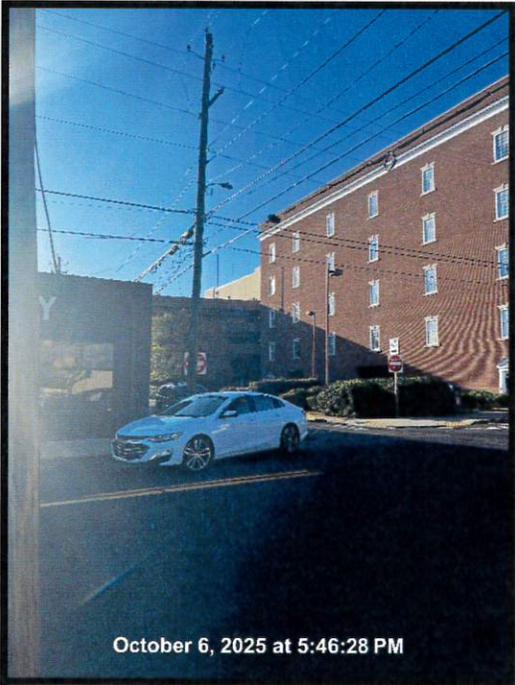
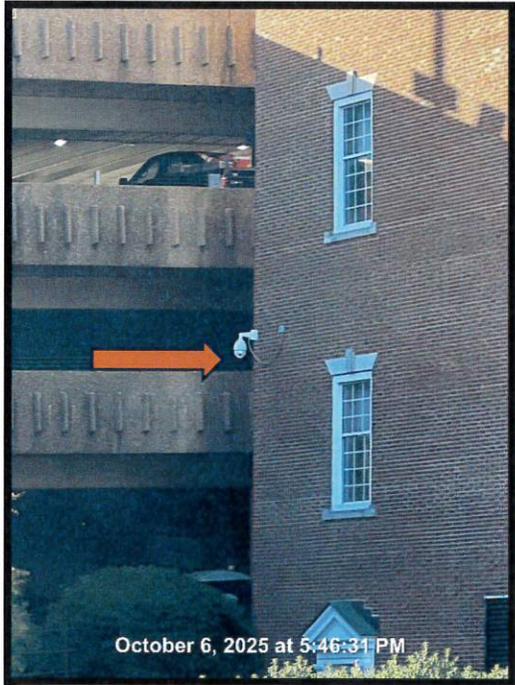
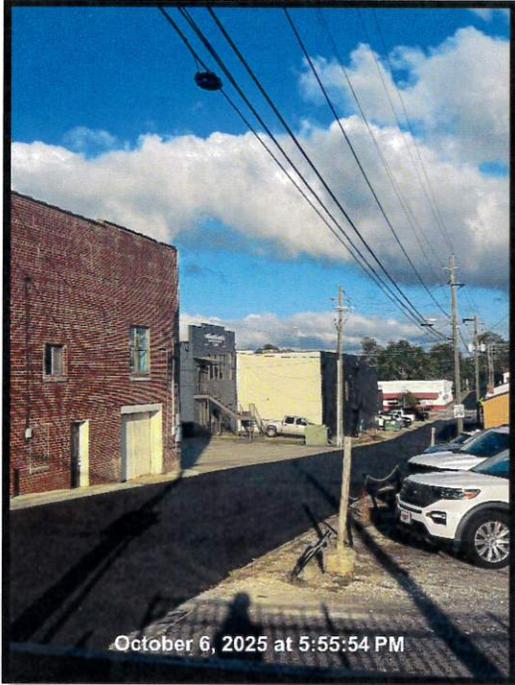
Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

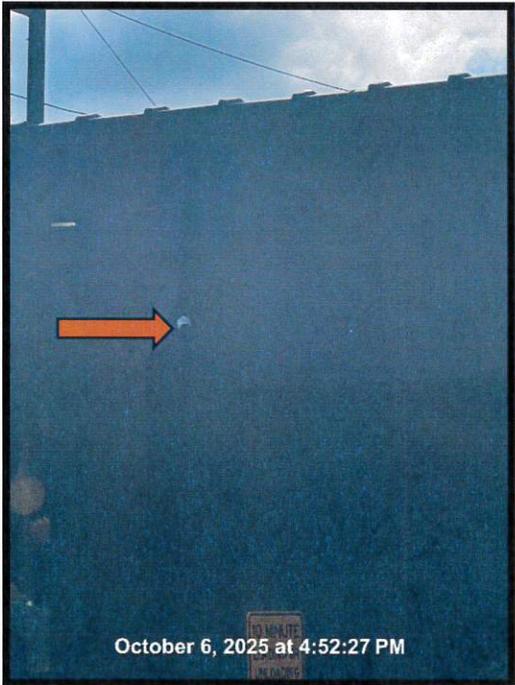
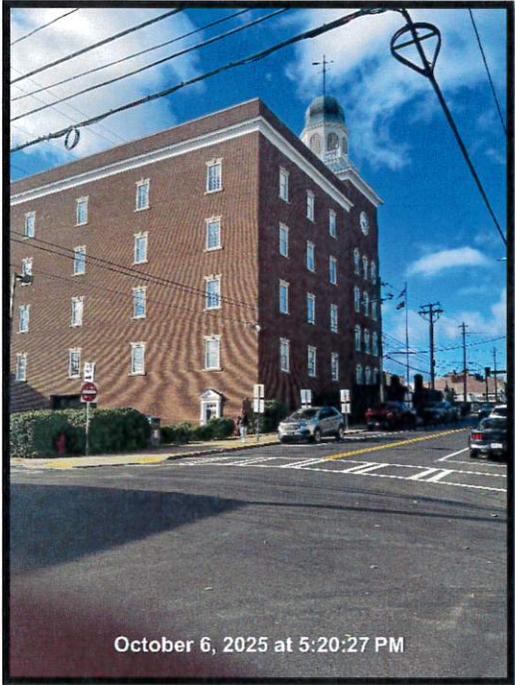
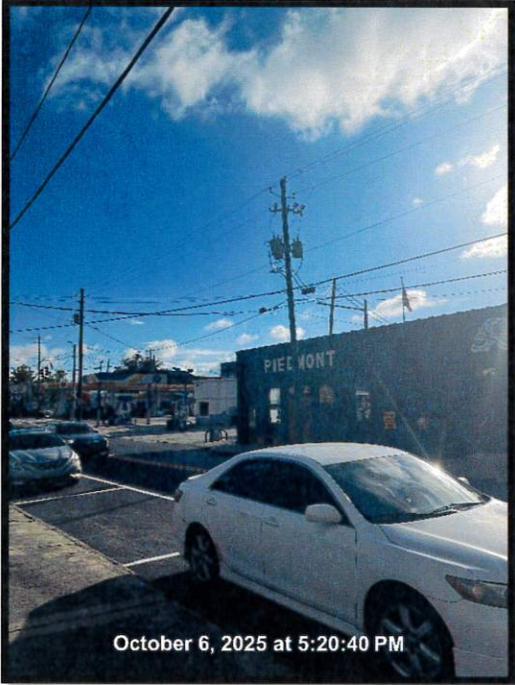
Reason	Description	Pages
Persons Personal/Confidential Information	Persons Personal/Confidential Information – OCGA § 50-18-72(a)(20)(A) SSN, mother's birth name, credit card info, debit card info, bank account info, account number, utility account number, password, financial data or info, insurance or medical information in all records, unlisted telephone number, personal email address or cell phone number, date and month of birth.	1, 2, 4-5

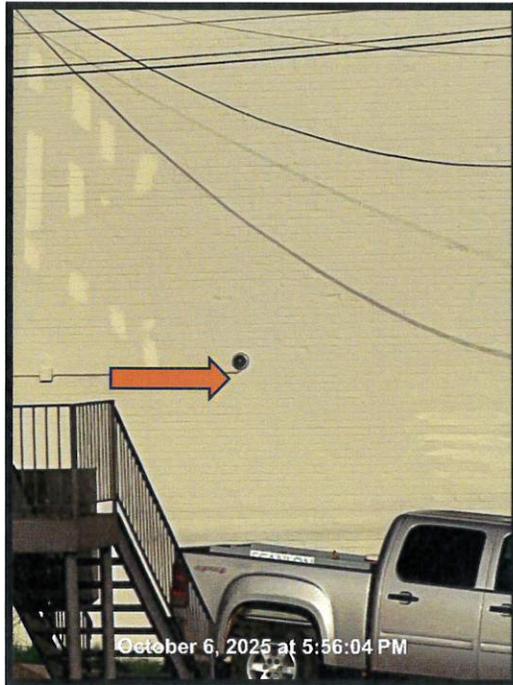




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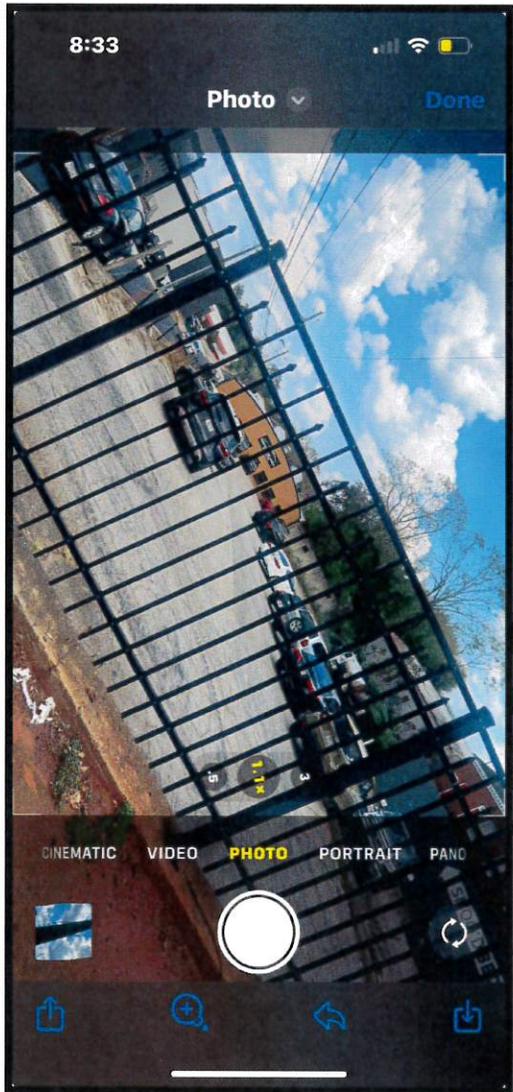
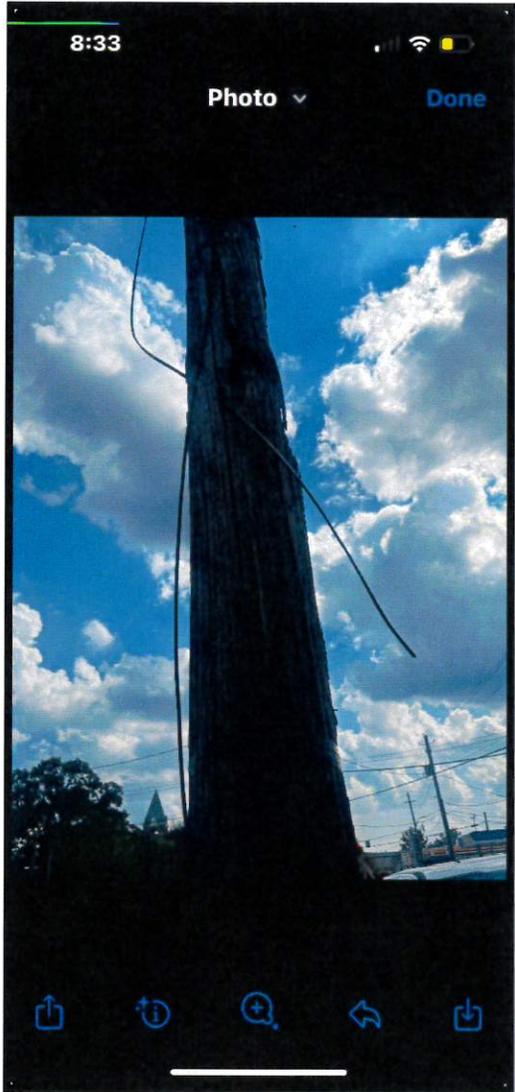


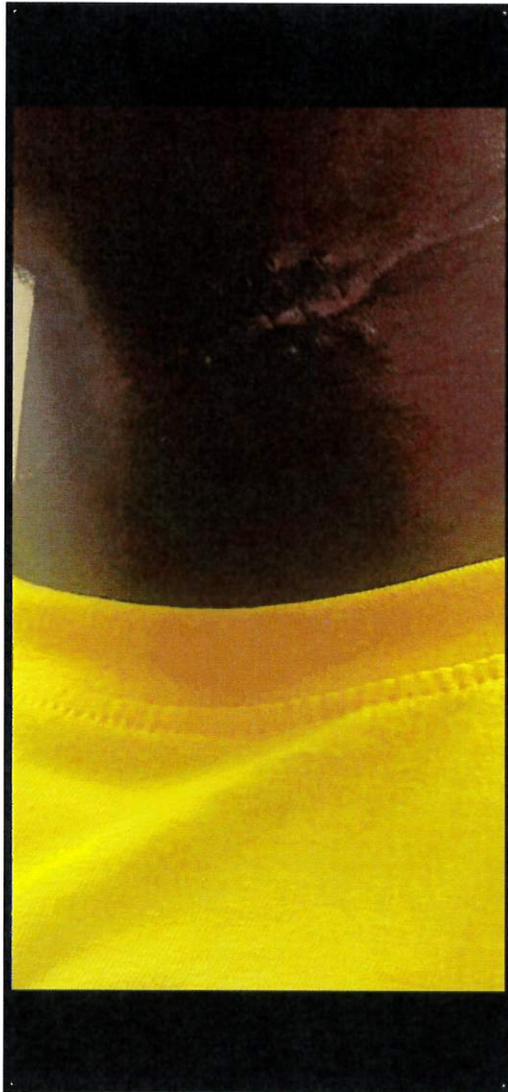
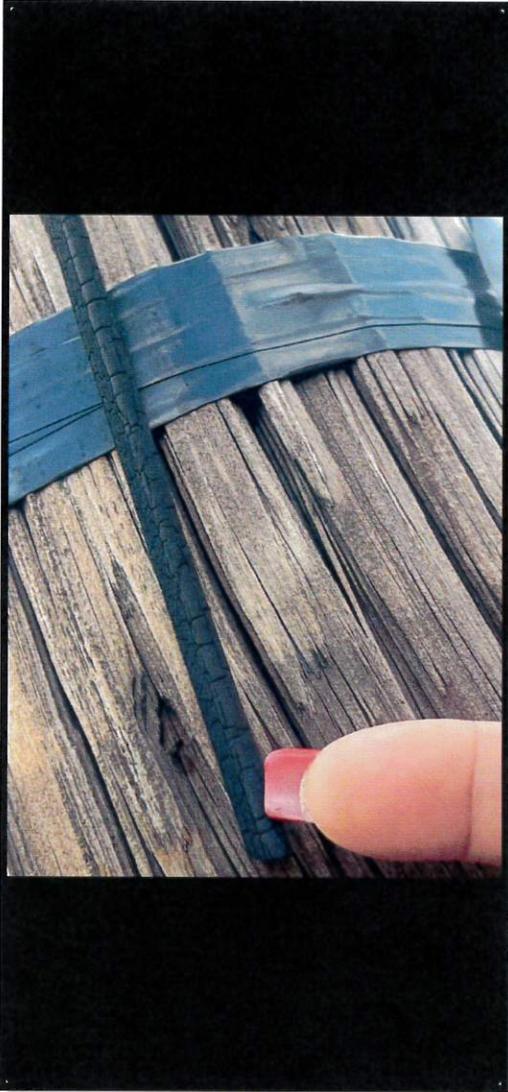


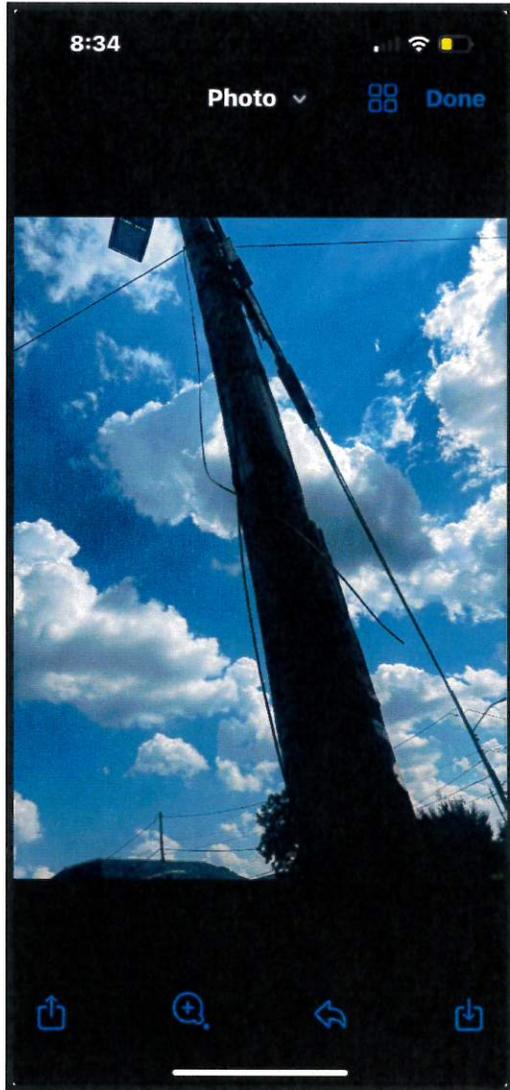
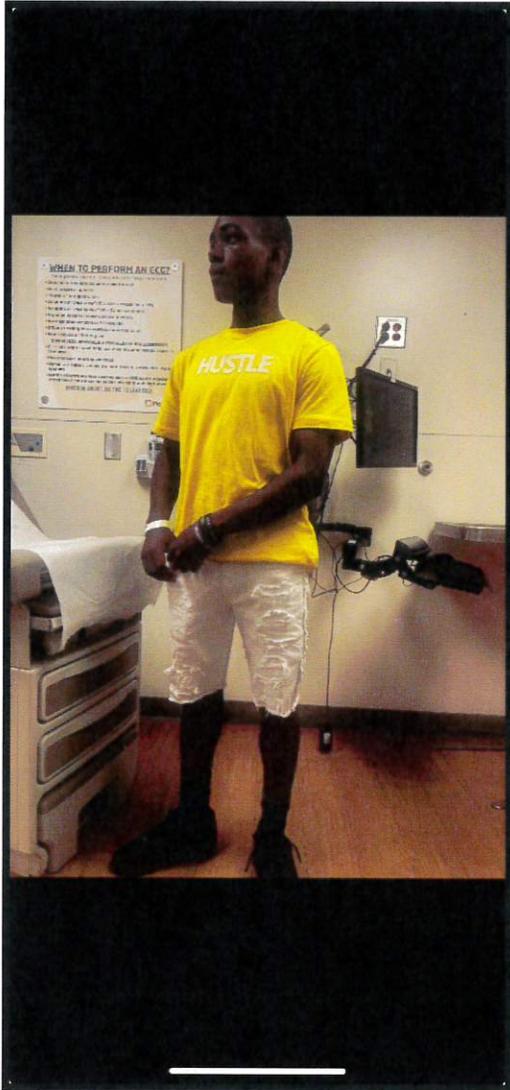
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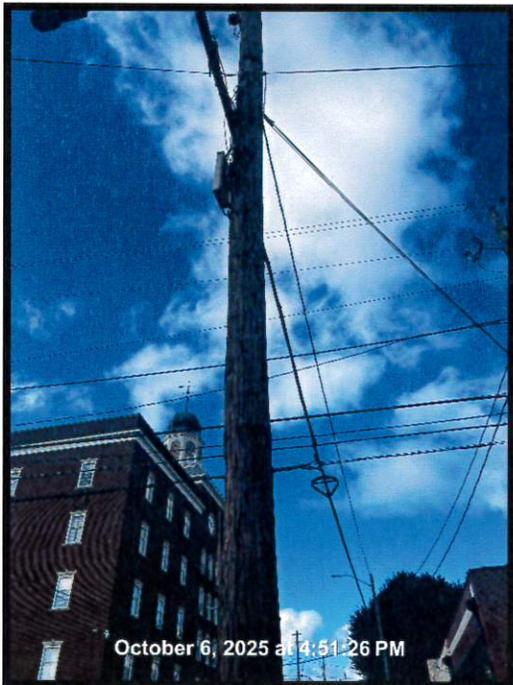
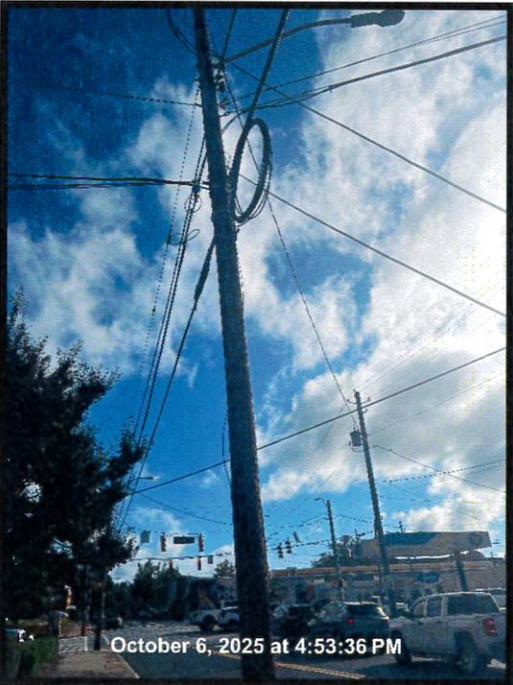
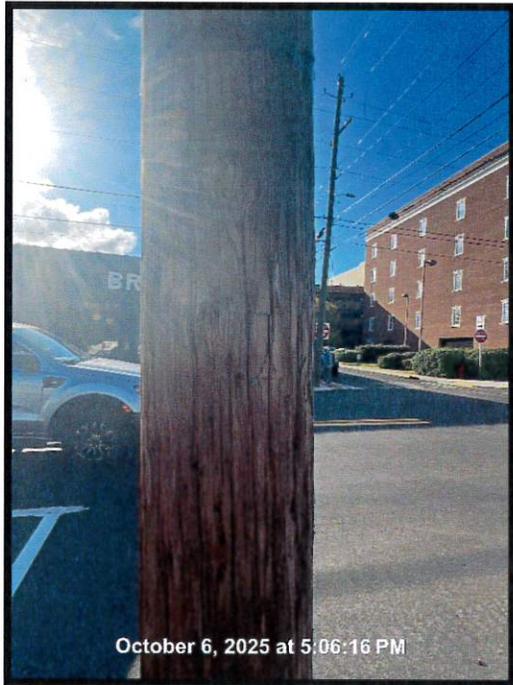


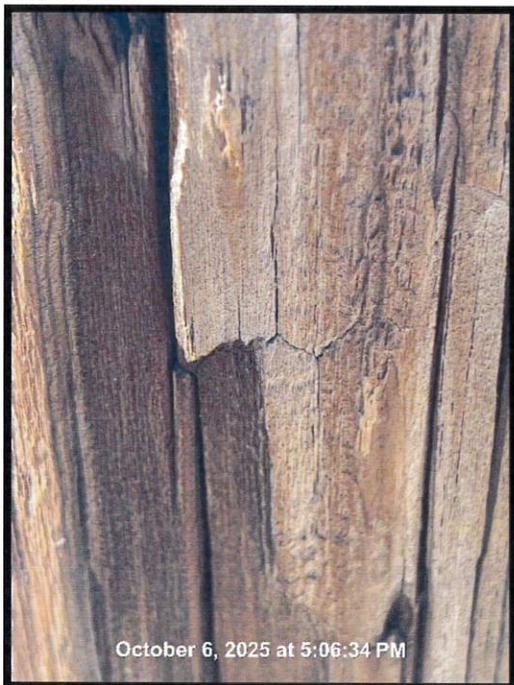


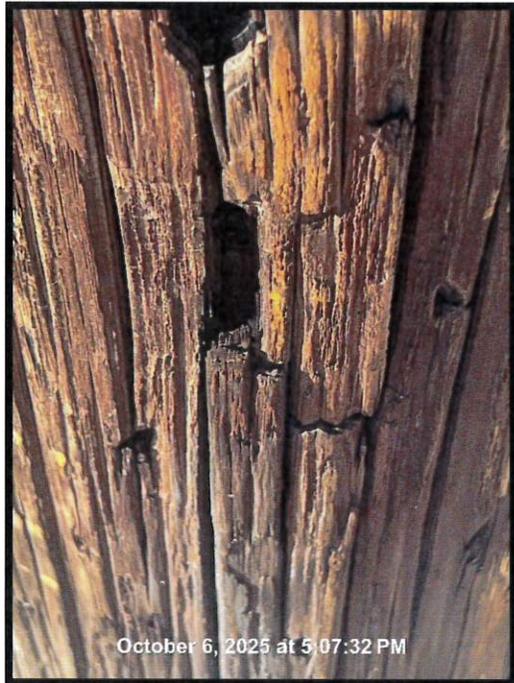
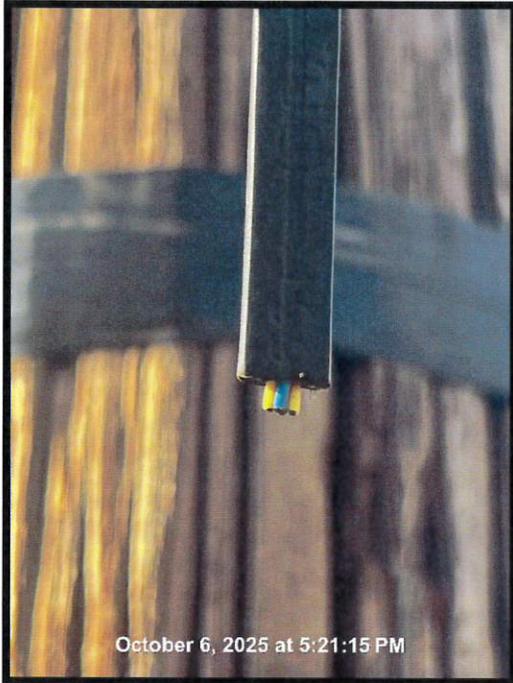




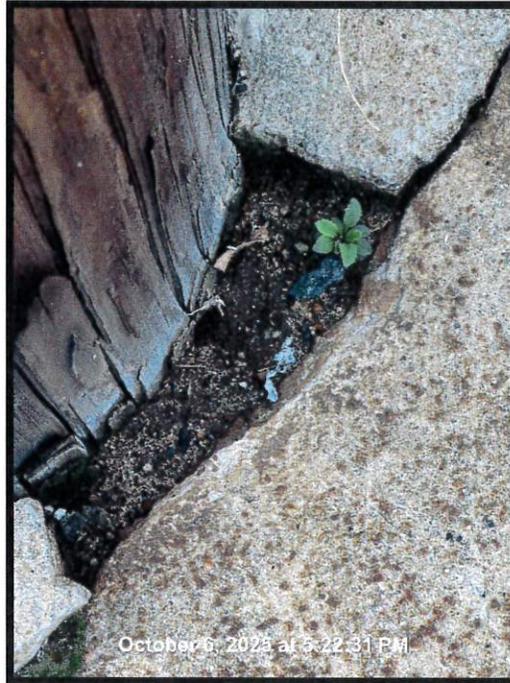
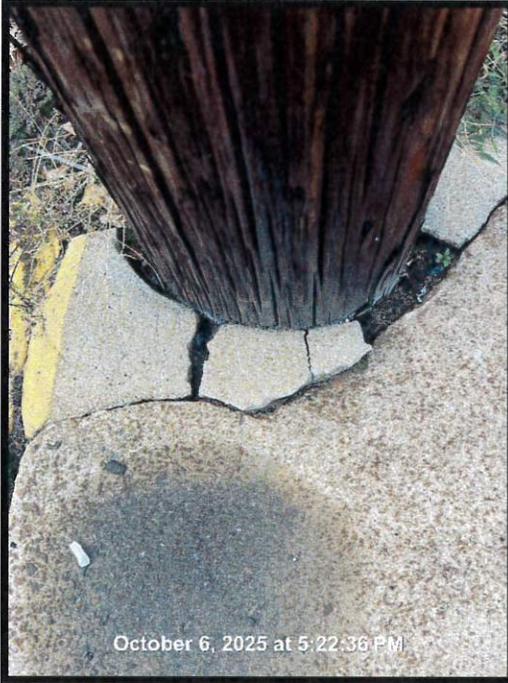
END REPORT

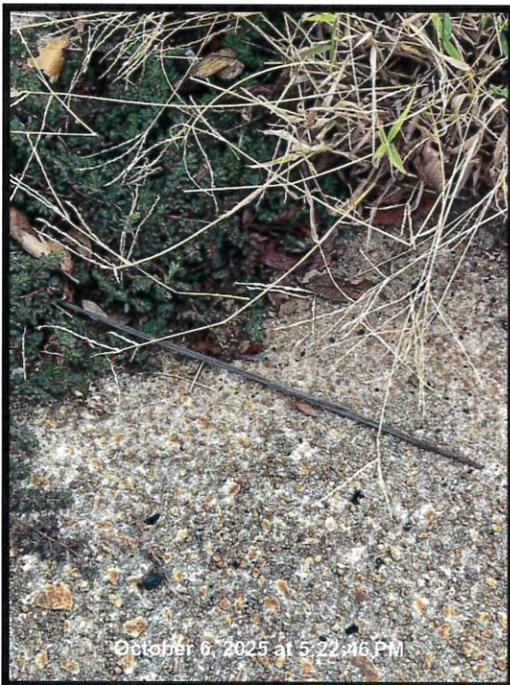
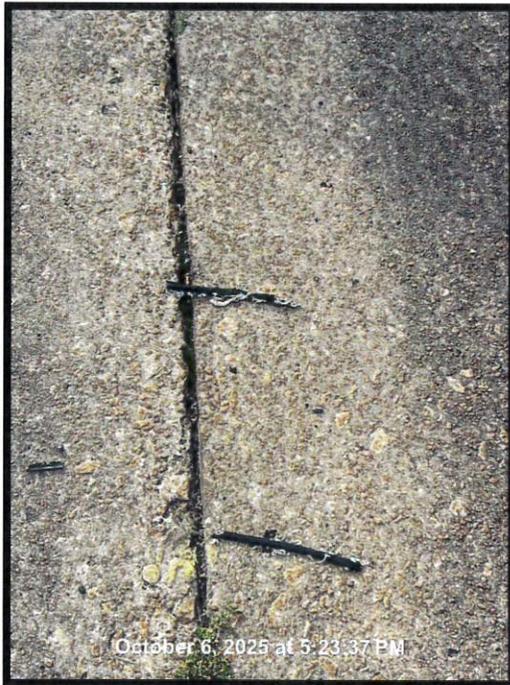
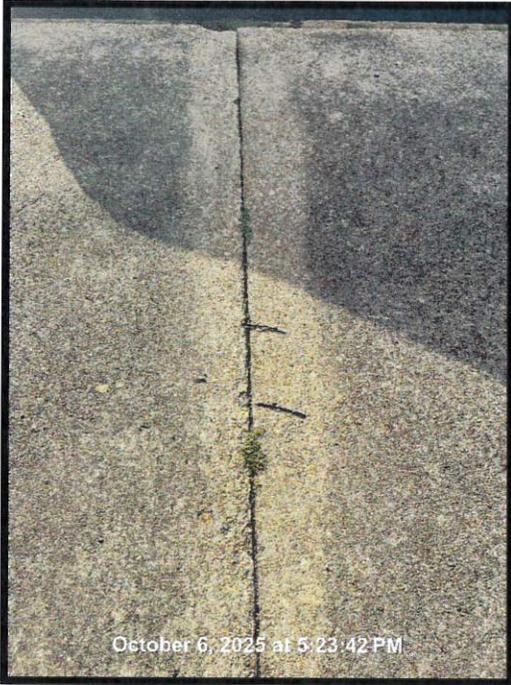


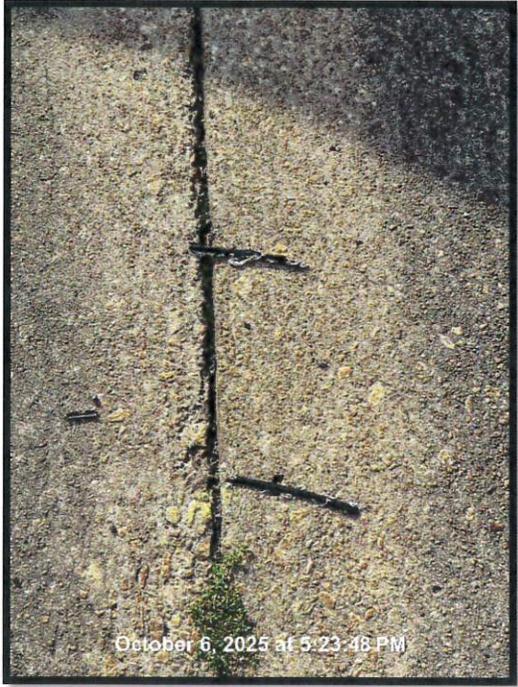






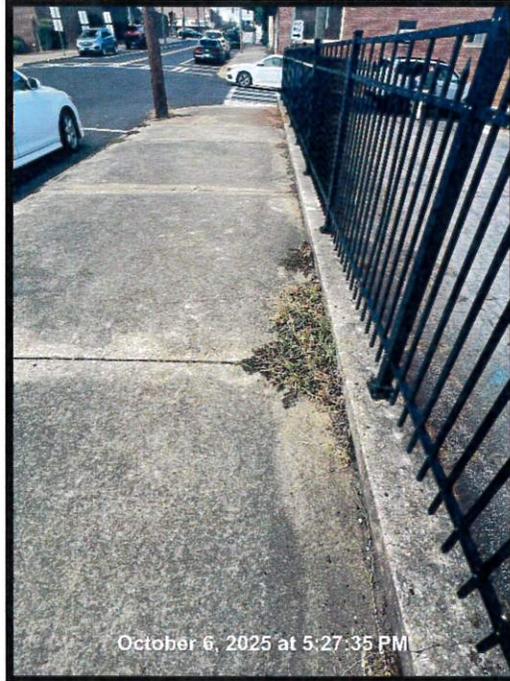




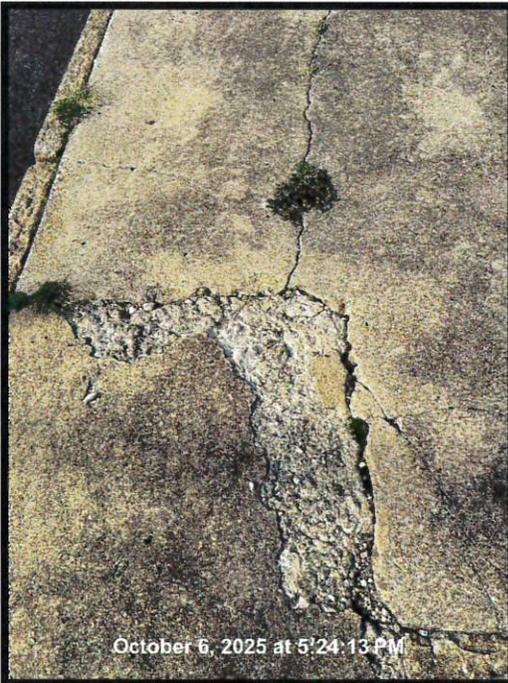




October 6, 2025 at 5:27:43 PM



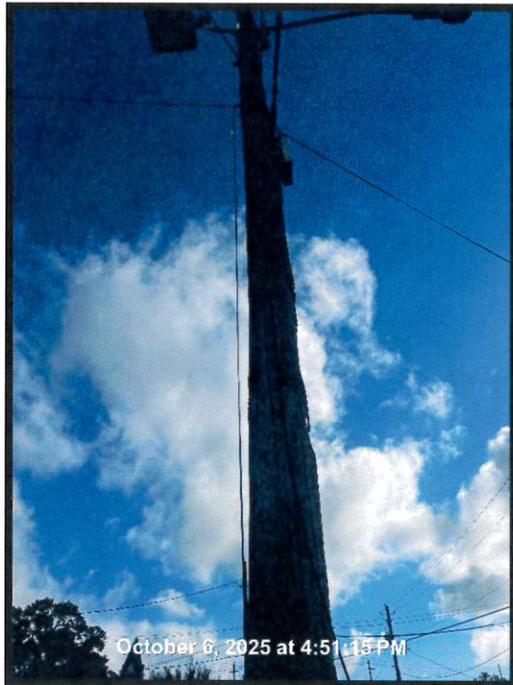
October 6, 2025 at 5:27:35 PM



October 6, 2025 at 5:24:13 PM



October 6, 2025 at 6:23:19 PM



PHOTOS OF CAMERA LOCATIONS:

Subject: Incident Involving AT&T Service Drop - Case #25-004719
Date: Tuesday, February 17, 2026 at 9:46:18 AM Eastern Standard Time
From: Jacob Miller <jmiller@cityofgriffin.com>
To: Drew Whalen <ajwhalen3@whalenlaw.net>, Gregory S. Poole <gpoole@cityofgriffin.com>
CC: Jason Crane <jcrane@cityofgriffin.com>
Attachments: image0.jpeg, image1.jpeg

Mr. Whalen / Mr. Poole,

Jason has attempted to send this information out but has been unable to do so because he is currently out of town with limited cell service while taking care of his dad.

Location: S.E. Corner of S. 6th St and E. Bank St. Pole #017629.

I was informed upon arrival that a downed wire had reportedly cut a young gentleman on the neck while they were riding their bikes in the area.

I have attached two photos. One shows the AT&T owned pole, and the other shows the AT&T service drop. The drop is somewhat difficult to see in the picture. It runs down the pole and extends to the left. The last couple of feet were missing the outer coating, leaving the two copper wires exposed, although they are hard to make out in the photo.

After taking the photo I cut and removed the down wire from the pole.

The responding fireman advised that the police officer on scene also took additional photographs related to the incident. The police case number for this incident is 25-004719.

If you need additional information please let us know.

Thank you,







Jacob Miller
City of Griffin
Electric - Technical Services Superintendent
C: (678) 233-4335

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a member to the Griffin Main Street Advisory Board: one District resident for a two-year unexpired term to succeed Dan Wulf who resigned from the Griffin Main Street Advisory Board on January 19, 2026.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Main Street Program Advisory Board meets the fourth Wednesday of each month at 8:15 a.m. at One Griffin Center. There are twelve regular members whose terms are three years. The City Manager, Main Street Program Manager and Director of Planning and Development for the City are ex-officio members by position. The Program's purpose is to organize, administer and promote the City's Main Street program through preservation of its historic resources and the continued stability of its businesses. All Advisory Board Members shall actively participate on at least one Main Street Program Committee and shall not have more than three absences in one year.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Krisolin Sanford

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[Main Street By-Laws 2.11.25.pdf](#)

[Wulf resignation.pdf](#)

[Nom Wulf Main Street Resident.pdf](#)

Griffin Main Street Program Board By-Laws and Procedures



Prepared for the
City of Griffin Board of Commissioners
City of Griffin Main Street Program Board

Adopted: October 23, 2007
Amended: February 9, 2010
Amended: February 12, 2013
Amended: August 9, 2022
Amended: November 28, 2023
Amended: February 11, 2025

Mission and Vision Statement:

The City of Griffin's Main Street Program is dedicated to creating a thriving, vibrant, exciting destination where people and businesses want to be by promoting, organizing, inspiring commerce, and creating community in Downtown Griffin for those who live, work, visit or otherwise come in contact with our City.

Section 1: Purpose

To organize, administer and promote the City of Griffin's Main Street Program through the preservation of its historic resources and the continued stability of its businesses via:

- **Organization** - by encouraging cooperation and building leadership through its local businesses;
- **Promotion** - by creating a positive image for downtown by promoting downtown as an exciting place to live, work, play and shop;
- **Design** - by providing improvements to the appearance of downtown through education, restoration, and preservation; and
- **Economic Restructuring** - by working with existing and new businesses, using all four points of the Main Street Program and available state programs, to enhance their properties and expand their operations.

Section 2: Name

The name of this organization shall be Griffin Main Street Program Board (hereafter Main Street) and shall be organized under the Griffin Board of Commissioners as a Division of the Economic Development Department.

Section 3: Program Area

The Griffin Main Street Program boundaries shall be the geographic area indicated on the attached *Griffin Main Street Program Boundaries Map* (Exhibit 1).

Section 4: Board Membership

Policy 4.1: Membership shall be comprised of twelve (12) appointed members from each of the following organizations and governmental units:

- City of Griffin Elected Official
- Spalding County Elected Official
- Downtown Council Chair or Appointee
- Downtown Development Authority Chair or Appointee
- Historic Preservation Commission Appointee
- Griffin Spalding Chamber of Commerce President or Appointee
- Local Architectural Firm / Building Contractor
- Business/ Property Owners (3 Positions)
- Neighborhood-district resident (someone living within the Main Street District)
- At-Large Member (someone who lives outside of the city, but within Spalding County)

The City Manager, or his/her designee, Main Street Program Manager, and Director of Economic Development shall serve as ex-officio members of the Main Street Board.

Policy 4.2: Terms of Membership shall be as follows:

Policy 4.2(a): The City of Griffin appointee shall be the Mayor of the City of Griffin Board of Commissioners or his/her designee.

Policy 4.2(b): The Spalding County appointee shall be the Chairperson of the Spalding County Board of Commissioners or his/her designee.

Policy 4.2(c): The City of Griffin Board of Commissioners shall appoint the local Architectural Firm/Building Contractor, Business/Property Owner and Neighborhood-district resident and the At-Large members for a three (3) year term.

Policy 4.2(d): All other participating organizations shall appoint one of its members to serve on the Griffin Main Street Board.

Policy 4.3: Any member may resign from the Main Street Board upon giving written notification to the Board Chairman or staff. Such resignation shall specify the reason(s) thereof and the effective date thereof.

Policy 4.4: More than three (3) absences in one (1) year from regularly scheduled meetings will be deemed an implied resignation from the Main Street Board. Notification of absence shall be given to either the Griffin Main Street Program Manager or Board Chairperson.

Policy 4.5: ALL Main Street Board members are required to complete mandatory annual training as required by Georgia Main Street in accordance with annual assessment criteria to maintain accreditation. MS 101 certified training must be completed within six months of their appointment to the Main Street Board.

Section 5: Officers

Policy 5.1: Officers of the Main Street Board shall be elected annually by the membership and shall consist of a Chairperson, a Vice Chairperson and such other officers as may be deemed necessary, with the exception of the Secretary/Treasurer which shall be the Main Street Manager.

Policy 5.2: Officers shall be elected at the first calendar meeting of the Main Street Board.

Policy 5.3: Except as hereinafter provided, Main Street Board officers shall each have such powers and duties as generally pertain to their office, as well as those that from time to time may be conferred by the Board.

Policy 5.3(a) Chairperson. The Chairperson shall preside at all business meetings, but may at his or her discretion or at the suggestion of the Board arrange for another officer to preside at other meetings. The Chairperson shall perform such duties as are usually incumbent upon that officer and such duties as may be directed by a vote of the Officers of the Board. The Chairperson shall be one of the officers who may sign official documents for the Program.

Policy 5.3(b) Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the event of his/her absence, serve as an assistant to the Chairperson, coordinate the activities of the committees and keep the Chairperson informed. The Vice Chairperson shall be one of the officers who may sign official documents for the Program.

Policy 5.3(c) Secretary/Treasurer: The office of Secretary/Treasurer shall be an held by the Main Street Manager who shall ensure that (1) minutes of all Program Board meetings are accurately recorded (2) all Program minutes, records and correspondence are maintained in good order (3) accurate financial records are provided by the City of Griffin Finance Department (4) copies of the minutes for the previous Board meeting are attached to the agenda of the next regular Board meeting, and (3) regular meetings of the Main Street Board are scheduled. The Secretary/Treasurer shall be one of the officers who may sign official documents for the Program.

Section 6: Meeting

Policy 6.1: The Board shall hold its regular meetings on the Fourth (4th) Wednesday of each month at 8:15 a.m. at a meeting location designated by the City of Griffin; if such date is a City holiday, notice of the cancellation or postponement shall be posted at the meeting location, with notice given by email to local news media and those persons requesting notice.

Policy 6.2: Called meetings may be noticed by the Griffin Main Street Program Manager, at the direction of the Chairman, by email to local news media and those persons requesting notice. Notice of the called meeting must be posted at the meeting location at least 24 hours prior to the scheduled date, time and location.

Policy 6.3: All Main Street Board meetings shall be considered public meetings, held and conducted in accordance with the Georgia Open Meetings Law; regular meetings scheduled for the year shall be advertised at the beginning of each calendar year by posting a notice at the meeting location designated by the City of Griffin.

Policy 6.4: All Main Street Board meetings shall follow meeting procedures typically used by the City of Griffin's Board of Commissioners and other government entities.

Policy 6.5: A quorum shall consist of five (5) voting members of the Main Street Board that are in attendance at a regularly scheduled Main Street Board meeting or a called meeting of the Main Street Board.

Section 7: Finances

Policy 7.1: The Griffin Main Street Program and Board shall comply with the City of Griffin and Spalding County purchasing and financial recording policies.

Section 8: Main Street Committees

Policy 8.1: Main Street Program shall establish the following Griffin Main Street Program Committees:

- **Design Committee** - The Design Committee plays a key role in shaping the physical

image of Main Street as a place that is attractive to and safe for shoppers, investors, business owners, and visitors. To succeed, the Committee shall endeavor to persuade business and property owners, as well as civic leaders, to adopt approaches for physical improvements to Griffin's buildings, businesses and public areas."

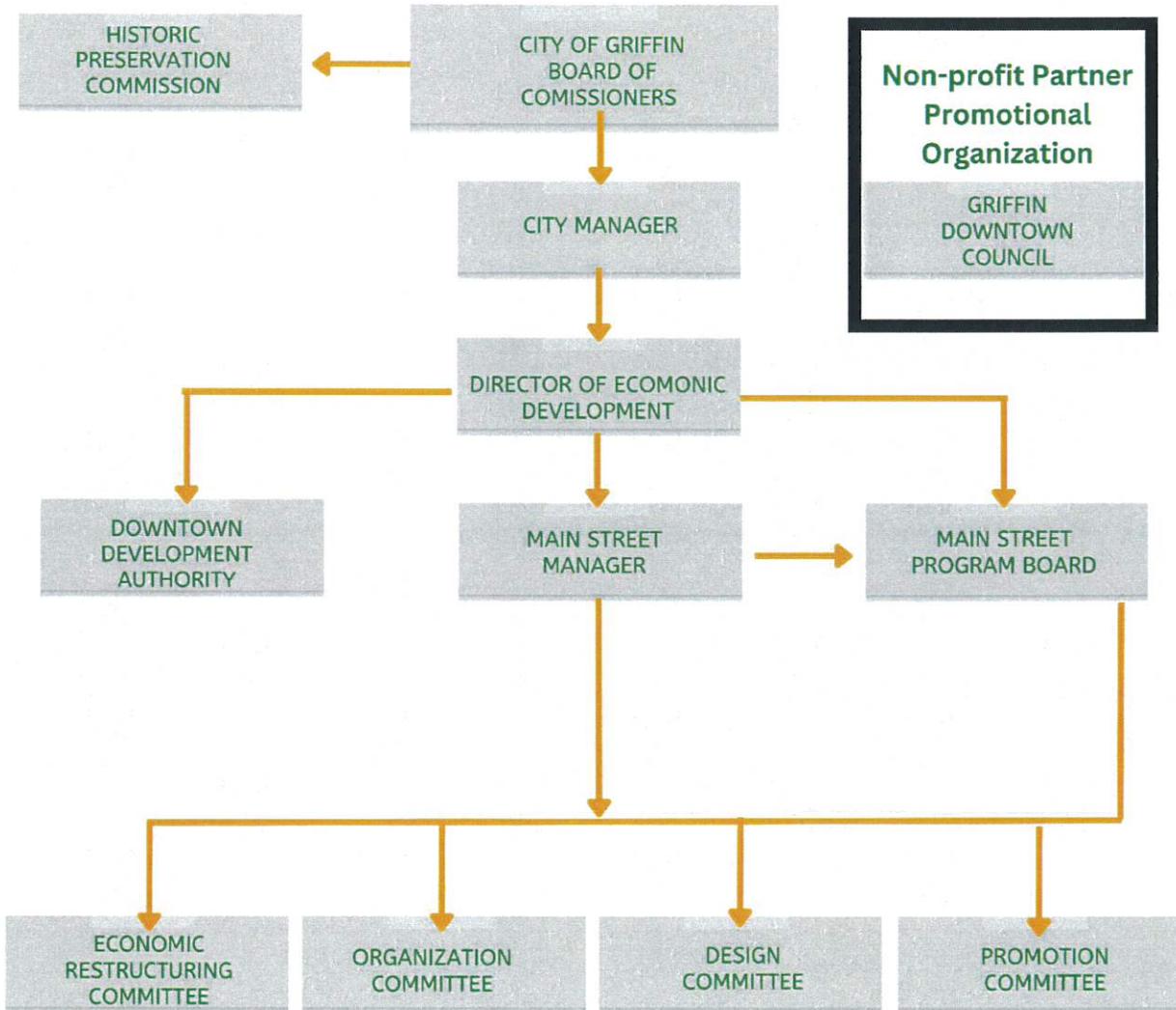
- **Economic Restructuring Committee** - The Economic Restructuring Committee is tasked with analyzing current market forces to develop long-term solutions. Finding ways to recruit new businesses, creatively convert unused space for new uses and sharpen the competitiveness of Main Street's traditional merchants are high priorities of this committee.
- **Organization Committee** - The Organization Committee is also known as the "Executive Committee." This Committee's members include the Chair, Vice Chair, Secretary, and Treasurer of the Griffin Main Street Board. It is the responsibility of this group to establish Board policy and communicate with program staff to ensure that the Griffin Main Street Program is serving its mission.
- **Promotion Committee** - The Promotion Committee is tasked with cultivating the downtown's image as the center of commerce, culture and community life for Griffin's residents, as well as visitors. This is done by hosting special activities and events, working with business and property owners to create incentives for residents to shop and do business downtown, and creating an aggressive marketing strategy that reaches and goes beyond the local community.

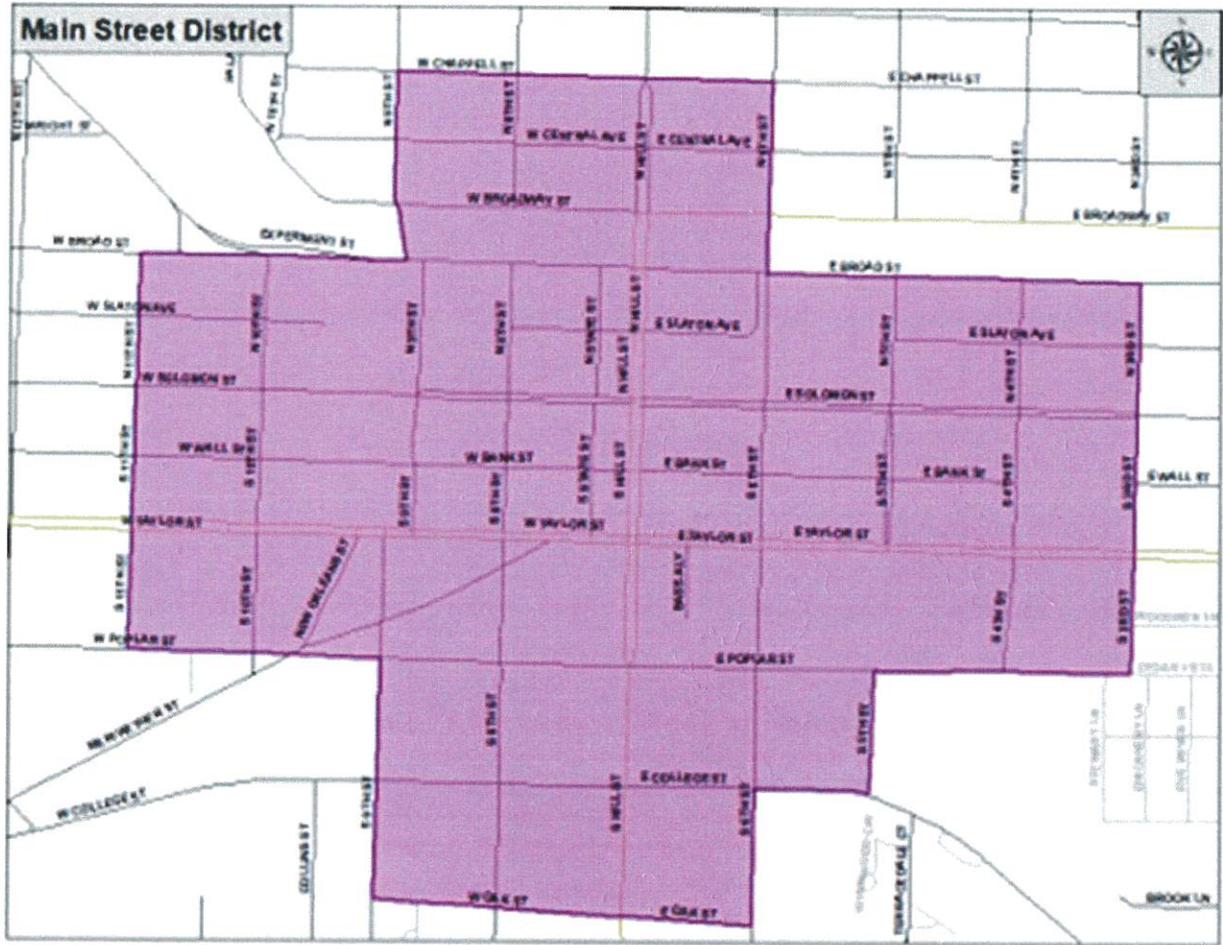
Policy 8.2- All Board Members shall actively participate on at least one Griffin Main Street Program Committee.

Section 9: Amendments

Policy 9.1: The Main Street Board shall make recommendations to the City of Griffin Board of Commissioners to alter, amend or repeal provisions of these By-Laws and Procedures.

GRIFFIN MAIN STREET PROGRAM ORGANIZATIONAL CHART





Members of the Mainstreet Committee,

It is with sorrow and respect that I write this letter. My time on this board has come to an inflection point in which I must make a choice. I have enjoyed serving on the board for the last 2.5 years, I have even enjoyed serving as chair for the last year. It has been quite the experience and I feel like I have learned much in my time with the board. You have all been a pleasure to work with.

After much deliberation, I have chosen to accept an offer of employment that will interfere and prevent me from serving in the capacity of Chair on our committee, and prevent me from attending any meetings; as my duties will daily have me travelling across the Southeast United States. I am set to begin this new chapter in my life on January 26 2026.

I will not be able to attend or participate in the GSBTA meetings that are assigned to the chair, either. I will do my best to help any and all transitions as possible. That board truly suffers from an ability to communicate and requires someone that exudes patience and communicates well.

With all respect,

Dan Wulf

Jan 19 2026

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Griffin Main Street Program Board: Submitted

Roxane _____ C _____ Wulf _____
First Name Middle Initial Last Name

216 E Poplar St. _____ Suite or Apt _____
Home Address

GRIFFIN _____ GA _____ 30224 _____
City State Postal Code

Home: (770) 866-8406 _____
Primary Phone Alternate Phone

rrrcbrwn@aol.com _____
Email Address

Wulfpack Games _____ Co-owner _____
Employer Occupation

Business Address:

136 N. Hill St. Griffin, GA 30224

Do you live within the city limits or in the county? *

Within city limits

Experience

Education / Experience / Background:

Por mathematics, mechanical engineering. Georgia Gwinnett College, Southern Polytechnic.
Years of customer service, ambassadorship, organizing events

Other Committees, Boards, Authorities, etc. presently serving on:

Chamber of Commerce ambassador and small business chair, head of task force

Other pertinent information:

I have a love of my city and county and I can see a bright future here! I think with proper effort and good teams working conscientiously together, we can keep mindful of the past and move toward a prosperous future. We are a sum of all of our parts!

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Roxane Wulf

[Upload a Resume](#)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider authorizing travel for Commissioners Fuller and McCord to attend Electric Cities of Georgia's Economic Summit from March 2 - March 4.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

This item is budgeted in FY 26.

Submitted By:

Krisolin Sanford

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[ECG SUMMIT SCHEDULE.pdf](#)

ECONOMIC DEVELOPMENT SUMMIT PROGRAM

DAY 1 MONDAY, MARCH - 2

REGISTRATION OPENS 12:00 NOON
GENERAL SESSION: BALLROOM B

Welcome	1:00 PM
Rivian – The Good, The Bad, & The Ugly	1:15 PM
How a City Grows: Gainesville's Downtown Transformation	1:45 PM
Actions Speak Louder than Words: Understanding Non-Verbal Communication	3:00 PM
Evening Reception [Heavy Hors d'oeuvres] - The Westin Grand Ballroom	6:30 PM

DAY 2 TUESDAY, MARCH - 3

Breakfast 7:00 AM - 9:00 AM | THE WESTIN GRAND BALLROOM
ECG Board Meeting 8:00 AM - 8:45 AM | MEETING ROOM 3

BREAK OUT SESSION

INDUSTRIAL DEVELOPMENT
BALLROOM B

Industrial Market Refresh and Outlook	9:00 AM
When Product Shelves are Empty	10:15 AM
What it takes to Win in the Food & Beverage Space	11:00 AM

BREAK OUT SESSION

RETAIL / COMMUNITY DEVELOPMENT
BEN PORTER SALON

Mainstreet Thrives When Small Businesses Thrive	9:00 AM
From Vacant to Vibrant: How Cities Can Turn Empty Spaces into Economic Engines	10:15 AM
How Public Partnerships Drive Placemaking & Small Business Success	11:00 AM

Golf	12:45 PM
Reception / Dinner / Entertainment - Ballroom A	6:30 PM

DAY 3 WEDNESDAY, MARCH - 4

Breakfast 7:00 AM - 8:00 AM | THE WESTIN GRAND BALLROOM
GENERAL SESSION: BALLROOM B

From Metro Atlanta to Rural Georgia, How IHG Hotels Sees the Possibilities	8:00 AM
Creating Economic Development Websites That Convert	9:00 AM
Workforce World: Evolve or Go Extinct	10:15 AM

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Resolution, pursuant to O.C.G.A. § 36-72-3 and Sec. 30-4, Code of Griffin, declaring the cemetery located at the corner of Placid Road and Grandview Drive, commonly known as "Union Cemetery" (Parcel No. 041 05013) to be an abandoned cemetery and authorizing the City Manager, or designee, to utilize public equipment and funds to maintain and preserve the Cemetery. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

In 2025, one of the City Commissioner's Goals was the creation and facilitation of a community-wide cleanup series whereby the City would host six community cleanup events, one for each district. This initiative became known as Griffin Gives Back, and by the end of the year, it resulted in more than 19,000 pounds of garbage and nearly 300 tires being removed from the City rights-of-way.

At this year's Goals Workshop on January 27th, the Board of Commissioners unanimously selected Union Cemetery as the 2026 Griffin Gives Back Community Service Project. Union Cemetery sits on nearly five acres at the corner of Placid Road and Grandview Drive and has historical significance to the City of Griffin, specifically the African American community. In the 19th Century, Union Cemetery was the subject of an informal agreement whereby the former property owners allowed Black families to bury their loved ones on the property. Importantly, they were not permitted to be buried in "white" cemeteries. In 1937, the property was ultimately conveyed to a group of churches: Mt. Zion Baptist Church; Eighth Street Baptist Church; St. Phillips Methodist Church; Progressive Lodge No. 40; and Friendship Baptist Church. Union Cemetery is believed to be the burial site for at least 350 people, including the founder of Eighth Street Baptist Church and veterans who served in World War I, World War II, Korea, and Vietnam. The Cemetery has also been used by funeral directors over the last century for pauper burials.

Unfortunately, the Cemetery is in a state of disrepair that, if not addressed, would pose a public safety hazard due to the overgrowth and untended and/or dying trees. Notes in the Griffin Daily News dating back to 1926 indicate that the community has sought assistance in the upkeep for at least 100 years. The City has assisted in the past by, among other things, erecting a fence and hosting community work days. Despite this, the maintenance problem continues to recur over the decades, and as part of the Griffin Gives Back Union Cemetery Project, staff intends to explore different strategies for maintaining the property this year but also options to prevent the problem from recurring in the future.

Pursuant to state law and the Code of Griffin, this Resolution declares Union Cemetery abandoned and authorizes the City, at its discretion, to utilize public funds and equipment to complete grounds maintenance and preserve the Cemetery. If adopted, the Resolution will kickoff the City's 2026 Griffin Gives Back Project. We encourage citizens or groups in the community who are interested in participating in this Project through community service, donations, or other means to contact Kelsey Carden to be added to the email list.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

At this time, the costs of maintenance needs are unknown. Staff anticipates the need to use City equipment and

personnel, in addition to volunteers where feasible. There will also be hauling costs for any vegetation or debris removed from the Cemetery. However, all expenditures will be made in accordance with the City's purchasing policies and obligations, including presentation and pre-authorization from the Board where required. Staff will utilize SPLOST funds earmarked for addressing blight.

Submitted By:

Kelsey Carden

Meeting Date:

24/02/2026

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

[RES Declaring Union Cemtery at Placid and Grandview Abandoned 2.24.26.pdf](#)

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, FINDING THAT THE CEMETERY LOCATED AT THE CORNER OF PLACID ROAD AND GRANDVIEW DRIVE, GRIFFIN, GEORGIA (PARCEL NO. 041 05013), COMMONLY KNOWN AS UNION CEMETERY, IS NOT BEING MAINTAINED AND IS OTHERWISE ABANDONED BY THE OWNER LEGALLY RESPONSIBLE FOR SUCH MAINTENANCE; FINDING THAT FAILURE TO MAINTAIN THE CEMETERY POSES A PUBLIC HEALTH RISK; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO UTILIZE PUBLIC EQUIPMENT AND/OR FUNDS FOR PURPOSES OF COMPLETING MAINTENANCE AND MITIGATION TASKS AT THE CEMETERY; AND FOR OTHER PURPOSES.

WHEREAS, the cemetery located at the corner of Placid Road and Grandview Drive, Griffin, Georgia (Parcel No. 041 05013) (hereinafter, "Cemetery"), more specifically a 4.82 acre lot now or formerly belonging to Mt. Zion Baptist Church, Eight Street Baptist Church, St. Phillips Methodist Church, and the administratively dissolved Progressive Lodge No. 40, conveyed pursuant to a 1937 deed from J.R. Lindsey (*See Exhibit "A" attached hereto*), commonly known as "Union Cemetery," is a private cemetery located within the jurisdictional limits of the City of Griffin;

WHEREAS, upon information and belief, the legal owner of the Cemetery has been administratively dissolved, but historically, the Cemetery has not been properly maintained which has resulted in significant overgrowth, untended/dying trees, and disintegration of grave markers;

WHEREAS, O.C.G.A. § 36-72-3 authorizes municipalities "to preserve and protect any abandoned cemetery or burial ground which the...municipality determines has been abandoned or is not being maintained by the person legally responsible for its upkeep, whether or not that person is financially capable of doing so, [and] to expend public money in connection therewith...";

WHEREAS, Sec. 30-4, Code of Griffin, affirms the City's authority to preserve and protect abandoned cemeteries and burial grounds, providing that "[w]henver the Board of Commissioners of the City finds and determines that a cemetery...has become abandoned, it shall be within the authority of the City Manager...to preserve and protect such abandoned cemetery...through expenditure of public funds, to keep it safe from destruction, peril, or other adversity. Such action may include the placement of fencing, signs, markers, or other appropriate features so as to identify the site as a cemetery and may include periodic cleaning, maintenance, and upkeep of the site so as to aid in its preservation and protection";

WHEREAS, the Board of Commissioners desires to adopt a Resolution finding the Cemetery abandoned and authorizing the City Manager to expend public funds to mitigate the public health and safety risks currently present in the Cemetery;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that this Board hereby finds, determines, and declares that the Cemetery at the corner of Placid Road and Grandview Drive commonly known as Union Cemetery., identified as Parcel No. 041 05013 and outlined in blue on Exhibit “A”, is abandoned and is not being maintained by the owner(s) legally responsible for its upkeep.

FURTHER RESOLVED, pursuant to O.C.G.A. § 36-72-3 and Sec. 30-4, Code of Griffin, the Board hereby authorizes the City Manager or her designee to expend public funds and/or utilize City equipment for purposes of completing any and all maintenance or mitigation tasks for the protection and preservation of the Cemetery, including but not limited to the placement of fencing, signs, or markers, periodic cleaning, maintenance, removal of trees, and upkeep of the site.

FURTHER RESOLVED, while the Board of Commissioners finds and declares the Cemetery to be abandoned and authorizes the City Manager to utilize public funds and/or equipment for purposes of the maintenance and upkeep of the Cemetery, nothing herein shall be construed as an undertaking or obligation for the maintenance and repair of the Cemetery, now or in the future, or the surrounding property which may be impacted by the current or future condition of the Cemetery. The City expressly rejects and denies responsibility for the conditions or maintenance of the Cemetery and reserves the right to pursue any and all legal action to recover public funds expended as authorized by the Code of Griffin or Georgia law.

SO RESOLVED, this 24th day of February, 2026.

Douglas S. Hollberg, Mayor

Attest:

Jessica W. O’Connor, City Manager

Union Cemetery
Parcel Number: 041 05013



MASTER AGREEMENT

This Master Agreement (“Agreement”) is made and entered into as of the date last signed (the “Effective Date”) by and between **Aclara Technologies LLC**, 77 West Port Plaza, St. Louis, MO 63146-3126, an Ohio limited liability company (“Aclara”) and **City of Griffin** a Georgia municipal corporation with offices located at 100 S. Hill Street, Griffin, Georgia (“Customer”). Collectively, Aclara® and Customer may be referred to as “Parties or individually as “Party”.

The scope of work for this Agreement is a trial RF AMI system consisting of 100 RF Electric Meters and 5 Water MTU’s. Exhibit A Statement of Work defines the integration and installation work that will be included in this trial. The trial has an evaluation period of up to three (3) months from when all integrations are completed. If, in the City’s sole discretion, the trial is deemed successful, the parties will execute a full deployment contract provided that hardware from the trial will be incorporated into the full system. Should the Customer decide not to move forward with the Aclara system, Customer will discontinue use of the trial system and return all trial and software related documentation to Aclara within 15 business days of the end of the evaluation period.

This Agreement, consisting of this document and the following Attachments and Exhibits attached hereto, as each or collectively may be amended, sets forth the terms and conditions under which the Parties agree to the purchase and sale of certain of Aclara’s equipment, software and certain third party software. By signing this Agreement Customer hereby represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the following Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Customer and Aclara; provided, however, in the event of conflict between the terms of this Master Agreement and any Attachments and Exhibits, the terms set forth in this Master Agreement shall govern.

- 1) Attachment 1, Hubbell Utility Solutions Terms and Conditions of Sale
- 2) Exhibit A, Statement of Work – AclaraONE® RF
- 3) Exhibit B, Aclara AMI Pricing Sheet
- 4) Exhibit C, Agreement for Software Deliverables and Services
- 5) Exhibit D, Aclara Equipment Warranties

1. Term

- A. The term of this Agreement shall become effective on the Effective Date and shall continue in full force and effect, unless earlier terminated in accordance with this Agreement, until fifteen (15) days following the trial evaluation period. Notwithstanding such termination, certain rights and obligations arising under this Agreement, including, but not limited to those concerning indemnity, Dispute Resolution, and Limitation of Liability and the Software License Agreement, Non-disclosure Agreement and Maintenance Agreement shall survive the termination of this Agreement; provided, however, this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City therein.. The term of this Agreement may be extended by the written mutual agreement of the Parties.
- B. In the event that the Customer desires to purchase additional equipment, any such purchases shall be at such prices and delivery shall occur on such dates as the Parties may then agree. All other terms and conditions contained in this Agreement shall apply to such purchases.

2. Purchase, Sale and License.

- A. Customer will purchase and Aclara will sell the Hardware and Services and license the Aclara Licensed Software and the Third Party Licensed Software at the prices and in the quantities set forth on the Exhibit B or as mutually agreed to by the parties, and upon the terms and conditions set forth in this Agreement, the Aclara Standard Terms and Conditions of Sale for Equipment and Certain Services, attached hereto as Attachment 1, the Professional Services set forth in the Statement of Work, attached hereto as Exhibit A, and the Agreement for Software Deliverables and Services attached hereto as Exhibit C.
- B. Aclara shall use commercially reasonable efforts to deliver the Equipment and Software and provide the Services within a reasonable period of time. Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other Party or such Party’s Personnel.

3. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by Electronic Mail or United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown in the first paragraph. Notices so given shall be deemed received upon receipt of Electronic Mail or three business days from the postmarked date of deposit in the U. S. Mails, to the addresses set forth in the first paragraph, and, in the case of Aclara, with a copy to Aclara Legal Department.
4. Compliance with Laws. Aclara shall comply with all applicable federal, state and local laws, and ordinances ("Laws") in the performance of its duties under this Agreement.
5. Waiver. No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.
6. Parties contracting with governmental entities in the State of Georgia are on notice that such entities are political subdivisions of the State of Georgia, and that it is the duty of those contracting with a Georgia governmental entity to determine that the provisions of the contract are legal and enforceable. ACLARA TECHNOLOGIES LLC, in contracting with the City of Griffin, Georgia, acknowledges that is obligated to verify through independent legal counsel whether all provisions of this contract are enforceable. The City of Griffin, Georgia will not be bound to any provision of a contract which a Georgia public entity cannot legally agree to or contract for. By way of example, a public entity may not agree to binding arbitration, waiver of its right to a jury trial, holding another harmless, providing indemnification, limiting liability, waiving counterclaims, agreeing to application of foreign law in interpreting contracts and agreeing to venue in a court outside of Georgia. In executing the enclosed contract, the City of Griffin, Georgia does not waive any rights it may have to object to, contest, or refuse to comply with any provision of the contract that is impermissible by operation of the laws of the State of Georgia, and such impermissible provisions shall be of no force or effect, but not affect any other provision of the contract and the contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated herein.
7. Unless amended by the terms of this Agreement, all other terms and conditions of the contract shall remain unchanged and in full force and effect throughout the extended term.
8. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.
9. Entire Agreement. This Agreement including Attachment 1, Exhibits A, B, C, and D constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Master Agreement. No modification, amendment, revisions or supplements to this Master Agreement shall be enforceable unless in writing, signed by both Customer and Aclara.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below.

Aclara Technologies LLC

DocuSigned by:
 By: *Kumi Premathilake*
EDF000DBCCBF4DE...
 Name: Kumi Premathilake
 Title: DVP AMI and Services
 Date: 2/17/2026 | 10:05 PST

City of Griffin

By: _____
 Name: Douglas S. Hollberg
 Title: Mayor
 Attest: _____

Name: Jessica W. O'Connor, Secretary
(SEAL)

Approved as to form:

Andrew J. Whalen, III, City Attorney

Date: Andrew J. Whalen, III

Attachment 1

Hubbell Utility Solutions Terms and Conditions of Sale

Effective February 15, 2025

These Terms and Conditions of Sale shall govern all quotations, orders and contracts for the sale of products, software, and services of Hubbell Utility Solutions to Buyer, unless otherwise specifically agreed to in writing by HUS. "HUS" or "Seller" means the Hubbell Utility Solutions entity named in the order or contract that is providing the products, and/or software, and/or services. "Buyer" means the company that accepted HUS' offer or is named in the order.

PAYMENT TERMS:

Buyer agrees to pay the prices quoted by HUS and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Unless otherwise noted on the invoice, payment terms are net 30 days from the invoice date. Invoices will be dated the day of shipment. Unless otherwise mutually agreed by the parties, all payments shall be made in United States dollars.

If Buyer does not pay any invoice, in whole or in part, when due, HUS shall assess a service charge of 1.5% per month or, if such rate exceeds the maximum lawful rate, the maximum lawful rate shall be assessed on all past due accounts and shall be payable on demand. If any amount due HUS is collected by or through an attorney, HUS shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

For Systems Control, a division of Northern Star Industries, Inc. ("Systems Control") and Keystone Electrical Manufacturing, Inc. ("Keystone") products, invoices may not be dated the day of shipment.

PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "valid for" a certain period or "valid through" a certain date, HUS quotations remain valid for thirty (30) days from the date of issue. Notwithstanding whether prices are quoted as "valid for" a certain period or "valid through" a certain date on any HUS quotation, all prices are subject to an increase on new, or issued orders, resulting from (1) any foreign exchange rate fluctuations; or new or increased government imposed tariffs, duties or other charges of any kind; and (2) as determined by HUS in its sole discretion due to increases in labor, materials, freight, container, fuel, handling, logistics or other manufacturing costs since the date of quotation, whether in the form of a price increase or a surcharge. Unless otherwise agreed to in writing, all prices are those in effect at the time of shipment. HUS reserves the right to require minimum order amounts. Buyer will be billed for any tooling at Hubbell's current pricing.

FREIGHT ALLOWANCE:

Freight is prepaid and allowed or as otherwise agreed to in writing by HUS. For all orders that qualify for freight allowance, HUS reserves the right to select the carrier and method of shipment and to route shipments at HUS' discretion. See www.hubbell.com/terms/hus under Terms and Conditions of Sale — Freight Allowance for specific freight requirements, which are incorporated herein by reference. Freight charges are calculated at the time of shipment and are subject to change. Buyer requests to delay or defer shipping all or any portion of an order beyond its scheduled shipment date must be approved by HUS and are subject to revised pricing and storage costs.

TAXES:

Prices exclude all taxes. Buyer has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products unless prior to shipment Buyer provides HUS with a current tax exemption certificate acceptable to the relevant taxing authorities. If any tax exemption certificate provided by Buyer to Seller is not recognized by the taxing authority involved, Buyer will promptly reimburse Seller for any taxes, interest, fines, and penalties

that Seller is required to pay.

For Systems Control products only, orders may include use tax which will be indicated on Seller's quote.

DELIVERY, TITLE AND RISK OF LOSS:

Subject to any available Freight Allowances, Delivery of the product to Buyer shall mean delivery of products to Buyer FCA HUS' Facility (Incoterms® 2020). Title and Risk of Loss to any products passes to Buyer upon Delivery. Partial quantity deliveries are permitted. HUS may deliver products in advance of the delivery schedule.

For Systems Control only: Subject to any available Freight Allowances, Delivery of the product to Buyer is defined as follows: (i) Delivery outside of the continental United States (including Alaska, Hawaii) and other North American countries) shall mean delivery of products to Buyer FCA Seller's Facility; (ii) Delivery within the continental United States, shall mean delivery of products to Buyer FCA Buyer's Facility, Freight Prepaid & Add Incoterms® (2020). Title and Risk of Loss to any products passes to Buyer upon Delivery.

HUS will use reasonable efforts to meet shipment or delivery dates specified by HUS, but such dates are estimates only and not a firm commitment. If shipping is delayed or interrupted for any cause for which Buyer is directly or indirectly responsible and additional costs (including storage costs) are incurred by HUS due to such delays, Buyer shall reimburse HUS for such added costs.

DROP SHIPMENT POLICY:

Except for shipments to Alaska or Hawaii, a shipment charge of 10% of the net order amount will be added to all orders requesting delivery to a location other than a recognized Buyer stocking warehouse, with the exception of full truckload and/or project material. This is in addition to any other charges to the net order.

The foregoing limitation does not apply to PCORE, Utility Automation, including the RFL brand, Systems Control, or Keystone products, or storm orders.

PACKAGING:

Shipments will be made in standard package quantities or multiples thereof. HUS will notify the Buyer of any orders that do not comply with this policy, and Buyer shall authorize an adjustment to comply with standard package quantities before the order will be entered. In the event of inability for any reason to supply the total demand for the materials or products specified, Seller may allocate its available supply among any or all of its buyers, at its discretion and without liability for failure of performance that may result therefrom.

For Meramec products, Seller will do its best to package shipments in the most effective manner and will inform customer at time of shipment of any non-typical packaging.

SERVICE AREA LIMITATION:

HUS reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable HUS distributor.

RETURNED PRODUCT:

No products may be returned without prior written authorization from HUS. Any authorized return shall be subject to the following conditions: (i) requests to return products must be made within one (1) year from date of shipment by HUS, and Buyer must provide original HUS invoice number; (ii) product to be returned must be considered standard/stock product by HUS; (iii) all returned products must be in excellent, re-saleable condition and packaged in the original carton; (iv) a minimum of 25% restocking charge will be deducted from all credits issued on authorized returns; (v) the Return Material Authorization (RMA) Packing

List supplied by HUS must accompany the return shipment and the returned product must be received by HUS within sixty (60) days of issuance of the RMA; (vi) return freight must be prepaid; and (vii) net value of the return must not be less than USD\$750 for products and USD\$250 for tools and/or parts. HUS reserves the right to deduct for any damage sustained in transit. Unauthorized returns will be refused. Products returned without proper authorization from HUS will, at the sole option of HUS, be returned to the Buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized product included in a return will not be credited.

For Aclara Meters, in addition to the above, products must be unused in order to be returnable.

For PCORE, Systems Control, and Keystone products, all products are non-returnable.

For Connectors products, in addition to the above, products must be in full case quantities.

For Beckwith products, in addition to the above, products must not have been energized and the casing must not have been opened exposing components.

For Meramec products, no products sold under this order may be returned without Seller's prior written Return Material Authorization (RMA). Products purchased pursuant to the Seller's quotation or acknowledgment may be returned for repair or replacement only and upon receipt of authorization from Seller, which shall provide return material authorization (RMA) numbers to assure correct identification of, and appropriate credit (if any) to, the Buyer. All products must be returned freight prepaid. Seller may refuse to accept a return of products if the return is not based on a claim as provided in the Limited Warranty section of this document. Seller may also refuse to accept any products returned without authorization and any freight or associated costs will be the responsibility of the Buyer. Specialty and non- stocked items cannot be returned.

NON-RETURNABLE PRODUCTS:

The following products are not returnable: all non-stock, special, customized or modified products; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; all clearance and limited-availability products, all stock products that are above acceptable inventory levels as determined by HUS. Any product which HUS sells, but does not inventory, is considered a non-stock product.

For Meramec products, products may be returned for the purpose of diagnosis and rework only and subject to the Returned Product section above.

CANCELLATIONS:

Orders may not be cancelled unless HUS gives its prior written consent. Cancellation of an order for current stock product requires a minimum of thirty (30) days' notice prior to actual ship date and is subject to a minimum cancellation fee of 25%. Stock item orders shipped after cancellation notice is received, but before expiration of the 30-day requirement, will be subject to all standard RETURNED PRODUCT conditions noted above. Blanket orders are non-cancelable. Cancellation of non-stock products may be made only upon agreement from HUS and subject to applicable cancellation charges.

For Systems Control and Keystone products only, no order which has been accepted by the Supplier may be cancelled by the Buyer except with the agreement in writing of the Supplier on the terms that the Buyer shall indemnify the Supplier in full against all loss (including loss of profit) costs (including the cost of all labor and materials used), and documented damages, charges and expenses incurred by the Supplier as a result of cancellation.

MINIMUM ORDERS; ORDER ADD-ON POLICY:

All Buyer orders are subject to the following minimum amounts: (i) all orders (other than tools and parts orders) USD\$750 net per order, with USD\$75 surcharge for below minimum orders, and (ii) for tools and parts orders, USD\$250 net per order, which USD\$25 surcharge for below minimum orders. Orders are subject to standard package sizes as determined by Seller. .

HUS "Add-On" policy allows you to add items to an existing unshipped order for up to fifteen (15) days from the entry date of the original order. The minimum value for added products is USD\$250 and for tools or parts is USD\$100.

If an order has multiple releases specified by the Buyer, each release may be treated as an individual order, relative to freight allowance and minimum billing.

For PCORE products, there are no minimum amounts for orders, and the "Add-On" policy does not apply for rushed or expedited orders.

For Systems Control and Keystone products, there are no minimum amounts for orders.

For Meramec products, there are no minimum amounts for orders, and the "Add-On" policy does not apply.

CHANGES:

Buyer may request, in writing, changes to an order. Such changes shall be accepted only upon HUS' consent of such request. If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made to the price and/or delivery schedule.

ACCEPTANCE TESTING/SITE ACCEPTANCE FOR KEYSTONE AND SYSTEMS CONTROL PRODUCTS ONLY

Supplier will furnish Equipment and perform the services in strict accordance with the Contract Documents. Acceptance testing and criteria for the Equipment or services, if applicable, will be set forth in either: (a) the relevant Contract Documents; or (b) other written document mutually executed by both Parties. Full factory acceptance testing may occur at Supplier's Facility, either in person, virtual or both. Upon delivery to Buyer's site, Buyer may reject any Deliverables not in conformity with specifications included in the Contract Documents or as otherwise agreed in writing by both Parties, provided such rejection is communicated to Supplier in writing within sixty (60) days following Supplier's furnishing of all Deliverables ("Rejection Period"). After expiration of the Rejection Period, Equipment and services shall be deemed accepted and thereafter subject to the warranties outlined in the below Warranty provisions.

LIMITED WARRANTY:

Statements of the limited warranties provided by HUS for HUS products, services and (Legal) software offerings are available at: www.hubbell.com/terms/hus, which are incorporated herein by reference. SUCH PRODUCT WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

Any claim by Buyer that a product is defective or non-conforming shall be deemed waived by Buyer unless submitted to HUS in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged defect or non-conformity. Any warranty claim must be brought within the applicable warranty period by Buyer or third party.

ENGINEERING ANALYSIS OR STUDY BY HUS:

HUS does not warrant the accuracy of or results from product or system performance recommendations

resulting from any engineering analysis or study. This applies regardless of whether or not a charge is made for the recommendation. Responsibility for selection of the proper product for any application rests solely with the Buyer. In the event of errors or inaccuracies determined to be caused by HUS, its liability will be limited to the re-performance of any such analysis or study.

LIMITATION OF LIABILITY:

To the extent permitted by law, the total liability of HUS on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, HUS' sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

HUS shall be excused for performance of any part of these Terms and Conditions of Sale and shall not be liable for any damages for any delay or default in delivering products or the failure to perform these Terms and Conditions of Sale where occasioned by any cause beyond the control of HUS, including without limitation, natural disasters; explosions, fires, floods or extreme weather; embargoes; riots; war; acts of terrorism; invasion; famine; civil commotion; outbreaks of disease, epidemics, pandemics or quarantines; strikes; labor stoppages or slowdowns or other industrial disturbances; shortages of labor, raw materials, fuel, adequate power or transportation facilities; accidents; acts of government; or other similar causes. Without limiting the generality of the foregoing, where, subsequent to the date of any order, HUS' performance is made economically impracticable without HUS' fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the sale of products or services was made or prices established, HUS' duty to render that performance is excused and HUS shall not be liable for any damages arising out of such failure to perform, unless mutually agreeable and legally permissible alternative pricing or other terms are agreed in writing.

IN NO EVENT SHALL HUS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY.

INTELLECTUAL PROPERTY:

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, and all other rights in and to all products that are delivered to Buyer, including any related software that may be already installed in or included with the products (the "Software"), shall be exclusively owned by HUS. Buyer does not acquire any right, title or interest therein except the limited and temporary right to use them as necessary solely in connection with Buyer's use of the applicable products.

Buyer agrees not to infringe or misappropriate, directly or indirectly, any intellectual property rights of HUS through any combination or system incorporating a product sold hereunder. In the event a product is made or modified in accordance with Buyer's drawings, samples, manufacturing specifications, or the like, Buyer agrees to indemnify, defend, and hold HUS harmless from any and all damages, costs and expenses (including attorney's fees) related to any claim of intellectual property infringement or misappropriation arising from such manufacture or modification. Buyer agrees, at HUS' sole discretion, to undertake the defense of such suit at its own expense.

INDEMNIFICATION:

To the extent allowed by Georgia law, if any, Buyer shall indemnify, defend and hold harmless Seller from and against any and all damages, costs, fines, penalties, and expenses (including attorney's fees) related to, arising from or in connection with: (i) the negligence or willful misconduct of Buyer; (ii) use of a Seller product in combination with equipment or software not supplied by Seller; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Seller product in an application or environment for which it was not designed; (v) modifications of a Seller product by anyone other than Seller; or (vi) Buyer's non-compliance with applicable laws, statutes, regulations, rules, ordinances, codes or standards.

SOFTWARE:

With respect to any Software, HUS and Buyer intend and agree that such Software is being licensed and not sold. The license terms accompanying the applicable Software at the time it is downloaded or installed shall govern Buyer's rights to use such Software; provided that if no license terms accompany such Software, Buyer's rights to use such Software shall be governed by the following license. HUS hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use Software provided hereunder solely in connection with the products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the products ceases, unless earlier terminated as provided herein. Buyer agrees to not sell, transfer, license, loan or otherwise make available in any form the Software to any third party. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without HUS' prior written consent. Buyer will not export the Software in violation of export control laws. HUS may terminate this license if Buyer fails to comply with any term or condition herein. For avoidance of doubt, title to all Software remains with HUS.

For certain HUS Software, including Aclara Technologies LLC branded Software products, the licensing of Software and the providing of any maintenance services shall be performed under separate contract agreements and subject to the terms and conditions of such agreements.

CONFIDENTIAL INFORMATION:

Buyer may become aware of trade secrets, know-how and other information of HUS in connection with HUS performance hereunder, including with respect to the delivery by HUS of the products, services or service offerings, which would reasonably be understood to be confidential under the circumstances ("Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates, or elements of coding or computer programs (including source code of Software). Buyer (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information, (ii) must not disclose the Confidential Information to any third party without HUS prior written approval, and (iii) must not use the Confidential Information except in connection with its use of the applicable products, services or service offerings. Upon HUS' request, Buyer shall promptly return all documents and other materials received from HUS. HUS shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party. Buyer's confidentiality obligations hereunder shall continue with respect to Confidential Information that constitutes a trade secret under applicable law for so long as such Confidential Information remains protectable as a trade secret under applicable law.

Notwithstanding the foregoing paragraph, Buyer is a public entity and an "agency" as defined in the Georgia Open Records Law. To the extent Buyer receives a request for public records which is not exempt or excepted from inspection and copying under said law, disclosure in good faith compliance with said law shall not constitute a violation of Confidential Information.

EXPORT REGULATIONS:

Buyer acknowledges that the products, and all related technical data, that have been or will be purchased from HUS are subject to the Export Administration Regulations (EAR) and the U.S. Department of Commerce. Buyer further agrees that, except as permitted by applicable U.S. laws and regulations, the

export, re-export, resale, or transfer of HUS products will NOT involve (i) persons or entities included on Restricted Parties Lists published by the U.S. Government or any entities 50% or more owned by any such designated persons or entities; (ii) any country or region subject to comprehensive or significant U.S. trade sanctions; or (iii) any other person or entity if Buyer knows or has reason to believe the Products are intended or likely to be used for any restricted purpose (i.e. chemical, biological, or nuclear weapons, terrorism, sanctioned military uses). Buyer also agrees that HUS products will be used in compliance with all applicable laws and regulations of the country(s) in which Buyer does business.

CHOICE OF LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Georgia, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in the defending party's principal place of business shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale.

NUCLEAR:

Unless expressly authorized in writing by HUS, the products must not be used in or in connection with a nuclear facility or application. If Buyer uses any product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold HUS harmless, and waives and will require its insurers to waive all rights of recovery against HUS for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as defined in the Atomic Energy Act of 1954, as amended, whether or not due to HUS' negligence.

The above does not apply to Beckwith, Meramec, or PCORE products.

US GOVERNMENT CONTRACTS:

(a) This Section applies only if these Terms and Conditions of Sale are for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or part by any agency of the U.S. government.

(b) Buyer agrees that all products and services provided by HUS meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Buyer agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under HUS' software license. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of the products is unknown unless specifically stated by HUS in the Agreement. Buyer agrees any services offered by HUS are exempt from the Service Agreement Act of 1965 (FAR 52.222-41). The version of any applicable FAR close listed in this Section shall be the one in effect on the effective date of this Agreement.

(c) If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions of Sale. Buyer further agrees that the subparagraphs of FAR 52.212-5 apply only to the extent applicable for the sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for the sale of COTS and/or commercial items and as appropriate for the order price.

DATA PROTECTION:

(a) The parties agree that the protection of personal data is very important. If Buyer discloses personal data to HUS, HUS shall comply with the data protection laws and regulations applicable to such personal

data. Buyer shall comply with all applicable data protection laws and regulations in respect of any personal data it receives from HUS in the course of receiving the products or services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the products and services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with any order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the order, the parties, shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

GENERAL:

Buyer may not assign the right to receive services hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative of HUS, not to be unreasonably withheld. Buyer acknowledges that HUS may use subcontractors to perform the services.

Unless otherwise specifically agreed in writing by an authorized representative of HUS, any different or additional terms and conditions proposed by any Buyer in any order, response to a quotation or other proposal, are hereby rejected by HUS and shall not be incorporated into any order or other agreement for the sale of HUS products, services or service offerings. Buyer's assent to these Terms and Conditions of Sale shall be conclusively presumed upon the earlier of: (i) Buyer's receipt of the product(s) or (ii) if an authorized representative of HUS has acknowledged Buyer's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, the date of such acknowledgement.

All notices, authorizations, consents, demands and other legal communications required or necessary hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by e-mail or facsimile transmission (upon acknowledgement of receipt of electronic transmission); or (d) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices shall be addressed to Seller at Hubbell, Incorporated, Attn: Legal Department, 40 Waterview Dr, Shelton, CT 06484 with an email copy to DL-HUS-Legal@hubbell.com and to Buyer at Buyer's address set forth in its most recent order received by Seller (or, in each case, such other address as updated by such party from time-to-time by giving notice to the other party in the manner set forth above).

In the event that any one or more provisions contained in these Terms and Conditions of Sale shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect.

These Terms and Conditions of Sale, together with the warranty statements by HUS under LIMITED WARRANTY above and, if applicable, any other terms incorporated herein by reference, constitute the entire sales agreement between HUS and Buyer, unless they are made part of a written agreement between HUS and Buyer. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. HUS objects to and rejects any terms between Buyer and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from Buyer to HUS, unless agreed to in writing by an authorized representative of HUS. These Terms and Conditions of Sale supersede all those published or issued previously by HUS. All orders are subject to final acceptance by

Aclara – City of Griffin

Confidential

HUS and credit approval. HUS will not accept orders that require Buyer-furnished components, unless agreed to in writing by an authorized representative of HUS. HUS price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. HUS shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted orders.

Buyer shall not assign this order or any interest herein or any right hereunder without Seller's prior express written consent.

40 Waterview Drive, Shelton, CT 06484

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9 or 9

Exhibit A Statement of Work

Project Name: City of Griffin, GA (“System Owner” or “Client”) Aclara AMI Electric Implementation (“Project”).

Scope of Work

The scope of the project for City of Griffin, GA includes Aclara AMI Electric and the professional services (project management, coordination and system acceptance testing) to implement the solution.

The new solution will support various uses of the components and applications defined in Attachment 1. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1, unless mutually agreed by the System Owner and Aclara.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by the System Owner or as a result of the System Owner’s inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of System Owner errors or omissions may result in a Change Order.

It is understood by Aclara and the System Owner that any material changes to scope, will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1. Project Approach

The Aclara Services Team (“Aclara Team”) assigned to this project will complete the Aclara tasks described herein and will perform work for the System Owner for the duration of the Project at designated System Owner facilities and from remote locations.

The scope of the services engagement for this Statement of Work is set forth in the attached Attachment 1, hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the System Owner. In addition to the tasks specified in Attachment 1 hereto, the System Owner will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The System Owner shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this Statement of Work is executed, Aclara and the System Owner will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the Statement of Work.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachment 1. Should the System Owner fail to fulfill those that are applicable to the System Owner, the estimated level of effort, timeline and scope may be subject to change.

3. Scope Estimates

Aclara will support the System Owner by providing a team to complete the Statement of Work defined in Attachment 1.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the System Owner to Aclara
- Aclara's understanding of the project scope, based on System Owner information

Should the information provided by the System Owner be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the Statement of Work (change order).

4. Software Licenses

The AclaraONE software components are licensed in accordance with the Aclara Software Agreements ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this Statement of Work shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties. Additional charges may apply based on Aclara's level of effort to complete the requested change.

IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

Accepted By:

**Aclara Technologies LLC
(Aclara)**

**City of Griffin, GA
(System Owner)**

By: 
EDF900DBCCBF4DE...
Print name: Kumi Premathilake
Title: DVP AMI and Services
Date: 2/17/2026 | 10:05 PST

By: _____
Print name: _____
Title: _____
Date: _____

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

- Attachment 1 = AMI Implementation**
- Attachment 2 = Rate Schedule**
- Attachment 3 = Professional Services Milestones**
- Attachment 4 = Software Delivery Validation Document**
- Attachment 5 = System Acceptance Test**
- Attachment 6 = System Acceptance Test Exceptions and Exclusions**
- Attachment 7 = Change Order Request Procedure**

Attachment 1
To
Exhibit A Statement of Work

Project Definition – AMI Implementation Project

Aclara AMI Project Scope

Included in the purchase of an Aclara AMI Electric Implementation are the Professional Services efforts required to design the AMI network, identify the optimal locations of the DCU sites, complete the commissioning of the DCU, complete the installation of software and implement standard interface functionality as defined in Interface Scope as part of Phase 03 Configuration & Network Deployment. The purpose of this document is to outline the tasks and deliverables of the Aclara Team and provide the System Owner with an overview of the responsibilities and time commitment that will be required of their staff.

Project Scope

If the City elects, at its sole discretion, to proceed with full implementation, Aclara will assist the System Owner in an implementation of an Aclara RF AMI solution comprising of 16,625 RF electric and Water endpoints. Aclara will work with the System Owner in the design, installation of needed hardware, software, training and other related activities needed to complete the project successfully. All hardware quantities will be governed as specified per Exhibit B. The project scope includes:

Software:

- AclaraONE system for 100 RF Electric meters and 5 Water MTUs as part of the trial, with the potential for a total of 16,625 endpoints if the City elects to continue with full implementation pursuant to a future agreement.
- SaaS Production AclaraONE Head-End and Analytics Portal with (25) month standard retention period, for the specified quantities of MTUs and RF Electric meters, in accordance with Exhibit B Pricing
- Aclara Mobile Programmer Application

Services:

- Overall project coordination services for the defined scope of this project
- Perform frequency spectrum analysis to determine optimal frequencies for use on network
- Submit for FCC Frequency License registered in System Owner's name
- Perform DCU propagation model study and field site surveys of assets for potential DCU installations
- Perform DCU commissioning
- Provide oversight and coordination for parallel product delivery, as indicated in Exhibit B

Pricing

- Integration for Account Import interface, Billing interface, and Meter Exchange interface to System Owner's existing CIS system
- Integration to System Owner's OMS system
- Provide Aclara Product Training Sessions, in accordance with Exhibit B Pricing
- Perform Mobile Programmer Software Application setup and configuration
- Professional Services' introduction of the System Owner to Aclara Technical Support and project transition to Aclara Technical Support

Implementation Approach

The scope of the solution included in this SOW includes the AclaraONE system.

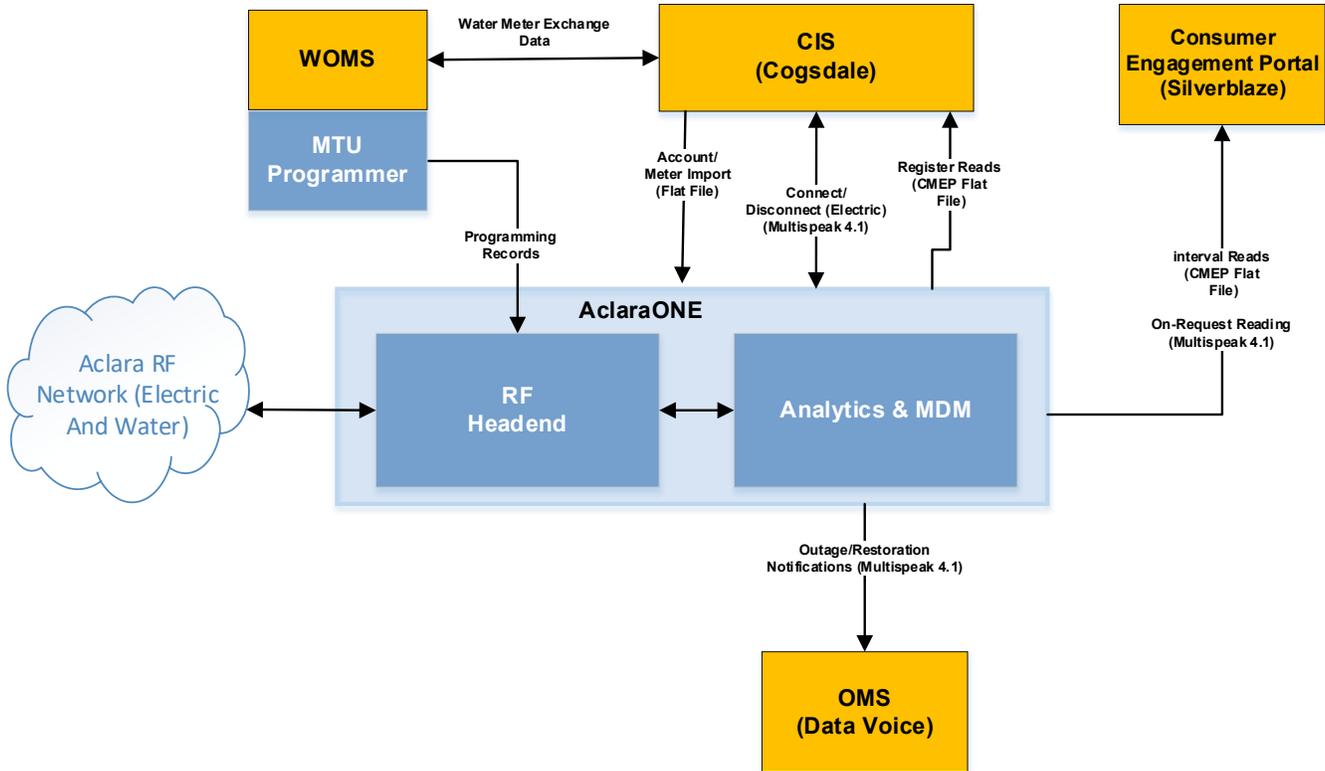


Figure 1: Solution Schematic

The project will be implemented in 2 stages:

Pilot: The scope includes deployment of the software system and integrations to the 3rd party software systems as shown in the above solution schematic. 100 RF electric endpoints and 5 water MTUs will be installed during this phase. The network comprising of 3 DCUs will be deployed during this phase. This phase will conclude with the successful completion of the System Acceptance Testing (SAT) and a pilot evaluation duration of 3 months.

Full System Deployment: The scope includes installation of RF electric meters and water MTUs in the full deployment scope and 16 DCUs. This phase concludes with the successful completion of the Final System Acceptance Testing.

Pilot Implementation

The pilot implementation approach involves the following Aclara-defined phases:

- Phase 01 - Project Planning and Kick Off
- Phase 02 – Requirements Analysis & Design
- Phase 03 – Configuration & Network Deployment
- Phase 04 – Training, testing and acceptance

Phase 01 Project Planning & Kick-Off

The Aclara project team will begin work upon contract execution. The Aclara project team will begin the internal preparations for the official launch of the project. The project manager will coordinate and schedule the kick-off meeting with the System Owner. During this kick-off phase, Aclara and System Owner will define the project team organization, introduce the teams, review the project scope and proposed timeline, review the utility’s goals and business objectives and develop the communication plan with the System Owner. Aclara will introduce a project manager and other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Frequency scans will also be completed, and the appropriate RF frequencies will be determined, and the FCC application submitted. The System Owner will be responsible for completing an FCC application form and returning to Aclara so that Aclara may complete and submit the FCC application for the selected frequencies on behalf of the System Owner. The project manager will also schedule workshops to finalize RF electric meter configuration and MTU configuration. Entry criteria for this phase to begin are defined as: signature of the contract; assignment of an Aclara project manager; and establishment of a mutually agreed upon project kick-off start date. This phase will be deemed complete once the following tasks have occurred: the project teams have been defined; kick-off meeting has occurred; and the project plan has been reviewed and mutually agreed to.

Assumptions

- RF electric meter and NIC configuration workshops are to be completed within a period of one (1) month. System Owner’s approval of the configuration is required at the conclusion of the final workshop, at which point the configuration will be deemed baselined and ready for meter build.
- Any delay in System Owner’s feedback/approval or requests for additional workshops beyond the period specified above allocated will be considered out of scope and will impact project timelines, product shipment delays, requiring a formal change request.
- Any RF electric meter configuration changes requested by the System Owner after the configuration has been approved and baselined will require a formal change order.

Project Activity	Aclara Responsibility	Utility Responsibility
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Project kick off	<ul style="list-style-type: none"> • Schedule the project kickoff on a mutually acceptable date. • Prepare kickoff material and share with all stakeholders. • Develop and share the project schedule. • Drive the project kickoff and chart our next steps of the project. 	<ul style="list-style-type: none"> • Ensure participation of all stakeholders in the kickoff meeting. • Review kick-off agenda and presentation material. • Approve project schedule
Frequency Scans	<ul style="list-style-type: none"> • Schedule frequency scans • Perform frequency scans and identify appropriate radio frequencies necessary to operate the Aclara RF network. • Analyze the scan results and determine the appropriate frequencies. • Provide the limited Power of Attorney document to System Owner for the purposes of assisting in the FCC application. • Fill out the spectrum license application on behalf of the System Owner and obtain the appropriate licenses from the FCC. 	<ul style="list-style-type: none"> • Review and sign the limited power of attorney. • Monitor progress of onsite frequency scans
Electric Meter Configuration	<ul style="list-style-type: none"> • Conduct workshops to review and complete the electric meter and module configuration. 	<ul style="list-style-type: none"> • Ensure participation of the appropriate personnel from Utility. • Approve final meter configurations
Water MTU configuration	<ul style="list-style-type: none"> • Conduct workshops to review and complete the MTU configuration. 	<ul style="list-style-type: none"> • Ensure participation of the appropriate personnel from the Utility. • Approve final MTU configurations

Phase 02 Requirements Analysis & Design

At the beginning of the implementation process, Aclara meets with the key stakeholders to confirm the detailed functional, integration, and infrastructure requirements for the system.

In coordination with the Client, Aclara will finalize all AMI product hardware. Aclara and Client will mutually agree to a review duration to finalize the hardware product orders. Significant delays past the agreed upon review duration as caused by the Client could result in a change order and may impact cost, product availability, and project schedule. Aclara will submit product orders as needed and hold software interface requirements sessions to finalize requirement documents and overall solution architecture specifications.

Aclara and the Client will develop a System Acceptance Test (SAT) document that will be mutually agreed upon by Aclara and the Client during this Phase.

The original DCU count determined by Aclara at the time of contract is 3 DCUs and has been carefully designed based on information provided by the Client regarding its known service territory and premise locations. Material changes to what has been used for the DCU network design may change the propagation requirements and will be reviewed in real-time as that information becomes available and known. It is important to note that the propagation and resulting

performance is also predicated on the DCU mounting locations assumptions, including height of antenna installation, and cell carrier LTE coverage.

After contract signing, Aclara will conduct an onsite survey to evaluate cell carrier LTE coverage, actual mounting locations and any topographical or structural obstacles (such as directionality of endpoint mountings) that may not be addressed in the theoretical propagation study. Aclara and the Client shall discuss any impacts should the onsite survey result in a significant change in the infrastructure required for the system. Changes to the network design may result in a change order as additional DCUs may be required to be purchased and installed.

The DCU Installation Plan documents the approach, logistics, timing, and requirements for all DCU installations. In summary, Aclara will complete on-site site surveys, propagation studies, and any remaining spectrum analysis, define DCU locations, preferred attachment methodology, and if AC or solar to finalize the DCU Installation Plan. This document will cover all Client and non-Client sites. The Client will be responsible for acquiring permit(s), attachment agreements, lease agreements, etc. for all Client sites and non-Client sites, where applicable.

This phase is complete once the Client reviews and approves all associated deliverables

Assumptions

Aclara assumes end-consumer data in the System Owner's systems do not require any data cleanup. Any data cleanup such as, but not limited to, incorrect customer data, incorrect names, address, email address, phone numbers, will be the System Owner's responsibility to perform cleanup.

Aclara will facilitate software interface requirements sessions and create requirement documents and an overall solution architecture specification.

Latitude and Longitude GPS (Lat/Long) data is required to be provided to enhance the visual mapping within AclaraONE. The data can be provided in the Customer Account Import integration or in a separate file which will be determined during the requirements phase. If a separate file is required for Lat/Long data, Aclara will configure, test and implement the AclaraONE side of the interface, while the System Owner's CIS system is responsible for making the necessary changes in System Owner's systems to provide and/or accept data in Aclara standard flat file formats and cover any third-party cost associated. Aclara will help facilitate integration with third-party systems and work with all third-party vendors with permission from the System Owner.

The System Owner will be responsible for Microsoft Azure AD user management.

The System Owner will provide timely review and approval of all data generated in this phase. This phase is complete upon approval of all data products. Upon agreement from the System Owner, certain tasks (i.e. DCU installations) may proceed before completion of the corresponding deliverable.

Project Activity	Aclara Responsibility	Utility Responsibility
Requirements Gathering	<ul style="list-style-type: none"> Schedule requirements gathering workshops. Document and review the requirements. 	<ul style="list-style-type: none"> Ensure participation of the Utility, 3rd party software vendors Review and approve the requirements
System Acceptance Testing document	<ul style="list-style-type: none"> Update baseline SAT document with additional test cases based on the outcome of the requirements gathering sessions. 	<ul style="list-style-type: none"> Review and approve the SAT document.
DCU Site Survey*	<ul style="list-style-type: none"> Develop recommended installation locations based on applicable location data (pole data) and backhaul coverage (i.e., Fiber, Cellular coverage etc.) supplied and validated by the System Owner. Complete an on-site survey to validate the Initial Field Network Design Following the Site Survey and System Owner's review of the pole locations, incorporate the selected System Owner-recommended changes into the Site Survey. Produce final DCU part list 	<ul style="list-style-type: none"> Assign a System Owner resource to accompany Aclara during the site surveys. Provide the necessary data and field knowledge to Aclara to complete the network design. Ensure access is provided to all DCU sites. Provide final approval and assist with alternate recommendations for installation locations and propose changes to these locations if necessary. Determine the method of power connection for DCUs at each location. Approve final DCU part list
Testing	<ul style="list-style-type: none"> Develop test cases 	<ul style="list-style-type: none"> Review and approve test cases

* DCU site surveys will include the site from both pilot and full deployment

Phase 03 Configuration & Network Deployment

In this phase, Aclara completes all tasks to support network deployment and prepare for system testing. Aclara sets up and provisions the AclaraONE system. Software is installed, configured and enabled for data loading and testing. In parallel, Aclara will install the DCU network (tasks such as DCU installation in this phase may overlap with part of the System Requirements and Design phase).

The System Owner, if required, will coordinate with the System Owner's 3rd party vendor(s) to work with Aclara to configure software integrations and perform system integration testing in the next Phase.

Software interfaces will be written to interface to the System Owner's billing system and configured and enabled for data loading and testing.

The System Owner coordinates with Aclara and delivers sample integration data to validate interface configuration and software functionality. As a standard practice, Aclara will expect the

System Owner to install up to 8 test RF Electric meters in a meter shop environment to test the meter configurations. Aclara will perform the Factory Acceptance Testing (FAT) of the RF Electric meters to confirm the accuracy of the meter configuration. Aclara will achieve entry criteria by reviewing the software installation and integration configuration plans with System Owner. This phase is complete once Aclara and supporting resources install the software solutions, the DCU network, configures interfaces, completes FAT and completes the first step of software system integrations.

Interface Scope

Aclara will provide sufficient assistance to the System Owner for integrating with the standard interface file formats. It is the System Owner’s responsibility to integrate these standards with their back-office systems.

Aclara will provide the integration to AclaraONE as noted in the table below, however, it is the responsibility of the System Owner to format the data for the described integration below in the standard Aclara integration format. Aclara recommends the System Owner discuss the integration requirements with their back-office system vendors in advance of the project kickoff and confirm the necessary resources are available to support the project.

Input Integration

Integration Name	Type	Functions
Customer Import	Flat file	Populate AclaraONE with customer account /location details from System Owner’s billing system
Web Services Brokering Interface	MultiSpeak 4.1	MultiSpeak brokering interface for Connect/Disconnect from System Owner’s CIS. <i>This is optional and will depend on the CIS vendor’s ability to support this interface</i>

Output Integration

Integration Name	Type	Functions
Daily Register Read Output Interface	Flat File (CMEP)	Export Daily Register Read values of the RF electric meters and Water MTUs from AclaraONE in the California Meter Exchange (CMEP) file format.
Interval Data Output Interface	MultiSpeak 4.1 for on-request reads or Flat File (CMEP)	Export daily interval data from AclaraONE to Consumer Engagement Portal in the CMEP format or option for the Consumer Engagement portal to obtain readings on request via MultiSpeak 4.1

Integration Name	Type	Functions
Meter Exchange Interface	Flat-File (ASCII)	Populate MTU/Meter exchange data from AclaraONE to Utility's existing CIS (<i>Optional. Only if the CIS system requires this information to be sent from AclaraONE</i>)
OMS Integration	MultiSpeak 4.1	Outage and restoration notifications via MultiSpeak 4.1

Aclara Mobile Programmer

Aclara will assist the System Owner in integrating, configuring and validating the Aclara Mobile Programmer application into the System Owner's iOS, Android, or Windows-based field programmers. The System Owner will be responsible for providing the chosen field programmers that meet Aclara's specifications to support the Aclara Mobile Programmer application. The following table contains the system requirements necessary for running the latest version of the Aclara Mobile Programmer application.

Android	
Operating System	8.1 or later
Bluetooth	4.1 or later
Memory	Minimum 2 GB
GPS	Required
iOS	
Operating System	iOS 13 or later
Bluetooth	4.0 or later
Memory	Minimum 2 GB
GPS	Required
Windows	
Operating System	Windows 10 version 1809 or later
Bluetooth	4.2 or later
Memory	Minimum 4 GB
GPS	Required

Project Activity	Aclara Responsibility	Utility Responsibility
Integration	<ul style="list-style-type: none"> Provide interface specifications to 3rd party software vendors. Configure and test input and output integrations. 	<ul style="list-style-type: none"> Ensure 3rd party software vendors are available to provide sample files and participate in testing activities. Ensure 3rd party vendors configure interfaces as per integration specifications. Ensure 3rd party vendor configure the interfaces as per the agreed project timeline.

DCU installation	<ul style="list-style-type: none"> • Perform DCU commissioning 	<ul style="list-style-type: none"> • Inventory and warehouse the DCUs. • Install antenna and cable above electric conductors at pole sites. • Provide AC power connection at each of the selected DCU sites. • Provide grounding at each of the selected DCU sites • Provide ethernet/fiber backhaul at each of the selected DCU sites
AclaraONE installation	<ul style="list-style-type: none"> • Provision the AO environment • Install AO headend and MDM software and perform basic testing 	<ul style="list-style-type: none"> • -NA-
Factory Acceptance Testing	<ul style="list-style-type: none"> • Provide Electric Meter Test/Inventory files • Support System Owner's meter configuration testing • Incorporate changes to meter configuration as needed. 	<ul style="list-style-type: none"> • Load test/inventory files to the CIS system. • Install RF electric FAT meters • Perform FAT • Approve meter configurations

Phase 04 Training and Testing

This phase extends the interface testing from the previous stage to validate the system’s full functionality – from the meter reading by the meter and data capturing via DCUs through to the software environment. Training for all hardware and software solutions are completed in this period and on-site or virtual classes are scheduled for the System Owner’s endpoint installation team so that meter and MTU installations are high quality and consistent.

Aclara will provide the System Owner’s utility administrator with login access to AclaraONE and training for the System Owner’s utility administrator to setup user creation and administration of additional System Owner users. Upon completion of the AclaraONE training, Aclara will provide the AclaraONE URL to the System Owner’s Project Manager. The System Owner will disseminate the AclaraONE URL to its chosen users accordingly.

A software delivery validation step will be included in the training session(s) to ensure all aspects of the AclaraONE solution are present and operational. The Client will be responsible for participation during the software validation as signoff of this step will be required after delivery. Signoff will transition the AclaraONE environment to the Aclara Technical Support organization and will enable active monitoring of the software environment, allowing the Client to move forward with initial field MTU and RF Electric meter installations required for the System Acceptance phase into the production environment.

The System Owner is expected to install a reasonable number of electric meters and Water MTUs within a proposed start-up service territory within the agreed timeline. These meters will be used to perform the software and integration testing, including two-way functionality such as demand reset and connect/disconnect. The Client will complete these System Acceptance Testing installations within (5) business days from start. Upon completion of these installations, there will be a (5) day soak period to populate AclaraONE with system data. Following this soak period, the

Client will begin System Acceptance Testing, as defined in Attachment 4, System Acceptance Testing. The Client will complete the SAT, along with any data capture or performance reporting from the system, within ten (10) business days. Upon completion of this SAT, the Client will accept the system and the project will move into mass deployment activities.

In addition, Aclara will compile any open issues and disposition with Aclara's Technical Support team and the System Owner project team. As note and for clarity, Aclara will not endorse SAT acceptance if any issue exists that prevents dataflow. All other issues are considered normal and should not affect SAT acceptance.

Subsequently, the System Owner is expected to install the electric and Water endpoint necessary to implement the Meter to Cash Verification Phase. The timeline to install the endpoints and time necessary to perform testing will be determined during the project planning process.

Signoff will transition the AclaraONE environment to the Aclara Technical Support organization and will enable active monitoring of the software environment, allowing the System Owner to move forward with the mass deployment of electric meter and water MTUs.

The System Owner will be trained on Aclara's Support processes which includes opening support tickets, managing and obtaining status of these tickets. The System Owner will also be introduced to the AclaraConnect System Owner portal at this time.

This Phase is complete when the System Owner signs off on the SAT which signifies acceptance of the software and integrations. Any remaining issues are categorized into severity level 3 or 4. The definition of "severe" falls into the categories as defined in Exhibit D, under the definition of "Severity Level".

Table 1: Issue Severities

Severity Level	Description
1	Requires immediate attention – Use of the AMI system is lost or degraded for all users preventing operation of business
2	Requires priority attention - Use of the AMI system is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users of the AMI system can continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

** For the purposes of this table, "users" is defined as Utility users of the AclaraONE interface*

Project Activity	Aclara Responsibility	Utility Responsibility
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Training	<ul style="list-style-type: none"> • Schedule onsite training sessions. • Deliver training 	<ul style="list-style-type: none"> • Install RF electric meters and Water MTUs for the purpose of testing • Ensure participation from Users as needed.
Testing	<ul style="list-style-type: none"> • Conduct integration testing with 3rd party software vendors. • Support the System Owner during System Acceptance Testing. 	<ul style="list-style-type: none"> • Ensure 3rd party vendors are available to participate in integration testing. • Perform System Acceptance Testing and report defects to Aclara. • Retest system once Aclara addresses the reported issues.
Pilot Evaluation	<ul style="list-style-type: none"> • Support the pilot system • Monitor the system performance • Tune the network and apply any software fixes if necessary. 	<ul style="list-style-type: none"> • Operate and evaluate the pilot system

Full System Deployment

Network Expansion:

Aclara will collaborate with the System Owner to plan the installation of the remaining DCUs in the network. This phase of the project begins with reviewing the site survey results and finalizing the hardware parts necessary to complete the DCU installation. The DCU installation is completed once Aclara ships all the DCUs and mounting hardware.

Project Activity	Aclara Responsibility	Utility Responsibility
DCU installation	<ul style="list-style-type: none"> • Review Site Survey results • Ship DCU hardware • Perform DCU commissioning 	<ul style="list-style-type: none"> • Inventory and warehouse the DCUs. • Install antenna and cable above electric conductors at pole sites. • Provide AC power connection at each of the selected DCU sites. • Provide grounding at each of the selected DCU sites • Provide ethernet/fiber backhaul at each of the selected DCU sites

System Monitoring:

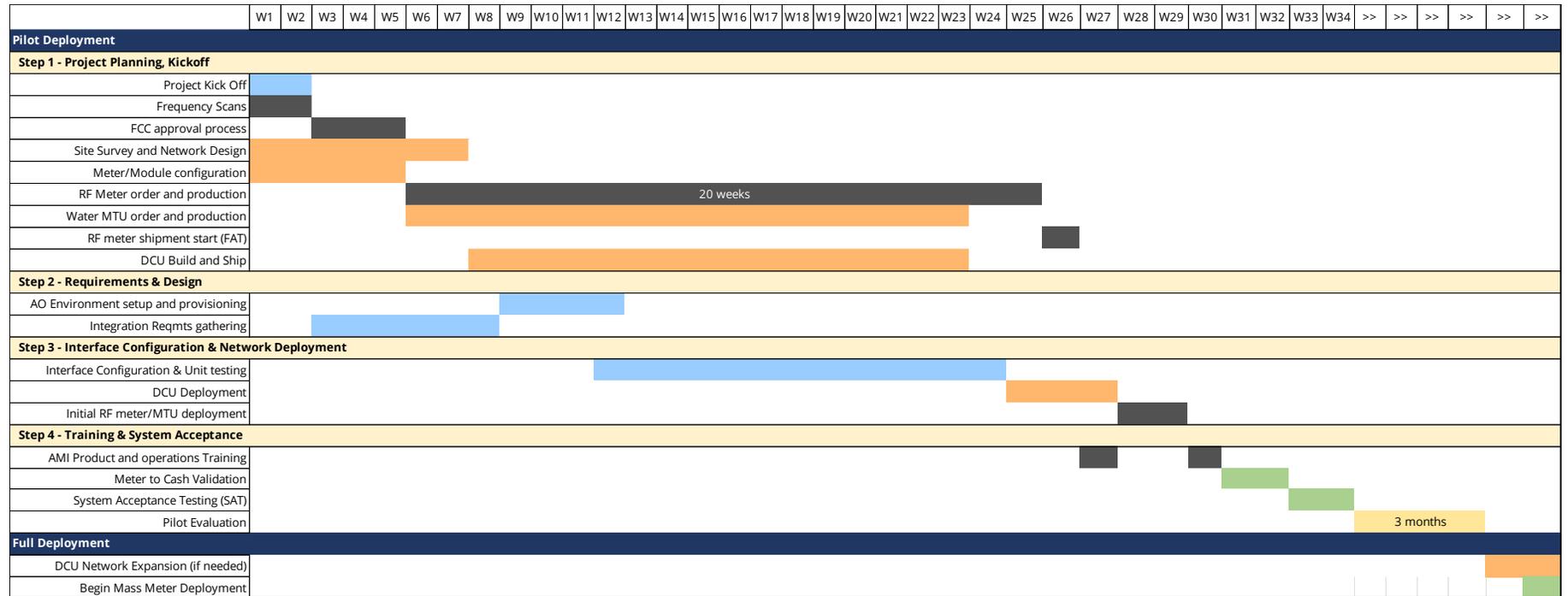
Aclara will commence the mass meter deployment once the full network has been installed. Aclara’s solution performance team will monitor the system performance and make any necessary adjustments to the network so the system meets the performance metrics. The Aclara Professional Services team will continue to provide support, oversight, and guidance for 9 months of the System Owner’s mass meter deployment.

Transition to support:

At the conclusion of 9 months of mass meter deployment, the Aclara Project Manager will fully transition the project to Aclara Technical Support. Aclara’s Technical Support operations will support the System Owner during the day to day system operations.

Preliminary Project Schedule

The project schedule will be finalized as a project artifact by Aclara and System Owner during the Project Planning & Kick-Off phase. Aclara will align resources and product delivery with the agreed project schedule. The following is a draft Project Schedule.



Assumptions:

- Aclara's professional services includes project management oversight for a period of six (9) months during System Owner's mass meter deployment phase. During the 9 months, Aclara will monitor the performance of the system and analyze the endpoints as they register with the network upon installation. The Client can opt to extend the project management support for additional cost via a Change Order Request.
- Client is expected to complete the System Acceptance Testing within ten (10) business days. Client can request an extension to this timeline by means of a Change Order Request.
- System Owner will be responsible for installing DCU antennas and cables within or above power space or on poles with primary power lines.
- DCU locations are AC powered or powered by solar. If an AC DCU is required, the Client will be responsible for providing an AC run to a Client-provided disconnect switch with a 6-ft flexible conduit pigtail from the available power supply. Aclara will be responsible for connecting the AC pigtail to the DCU.
- DCU backhaul is cellular LTE, Fiber, or Ethernet. If Fiber or Ethernet backhaul is required, the System Owner is responsible for Fiber/Ethernet run and connection point for DCU.
- Aclara assumes DCUs will be installed on assets/sites that will be owned or leased by System Owner, and site will be ready for installation. The System Owner will be responsible for acquiring permit(s), attachment agreements, lease agreements, etc. for all System Owner sites and non-System Owner site, where applicable. System Owner will provide an earth grounding point at sites selected for DCU installations.
- Client will provide an earth grounding point at Client sites selected for DCU installations.
- Hardware delivery lead times in Attachment 2 are not confirmed. After MTU and/or meter configuration is finalized and order entry has been completed, the project plan may require revision since confirmed ship dates of hardware may impact the timeline of the overall project.
- The System Owner is responsible for providing timely approval of the RF meter configuration. The RF meter build is triggered once the meter configurations have been approved.
- Client's CIS and Billing vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. If support is delayed and causing impact to ability to continue implementation tasks, it may result in a change order.
- Client's CIS and Billing vendor to validate files sent to them for accuracy and operability.
- No custom reports or headend software customizations are included in this scope.
- Changes to RF Electric meter configurations after Factory Acceptance Testing will be handled as a change order.
- Any firmware upgrades or meter configurations necessitating an on-site visit shall be the responsibility of System Owner.

- System Owner shall be responsible for the maintenance of the DCU, which includes any necessary reprogramming, and the replacement of antennas, cables, and batteries.
- System Owner will monitor the performance of the system and analyze the endpoints as they register with the network upon installation.
- Aclara assumes Notice to Proceed will be issued approximately one month from contract execution
- Client and Aclara will have project resources available to kick off the project within (45) days of Notice to Proceed
- Client will provide limited warehouse space to Aclara for delivery and storage of initial pilot phase deployment materials, parts, and product. This would be for limited periods of time during pre-planning and agreed upon visits.

Accountability

The following shows the key that is used to identify accountability for each deliverable:

[R] Responsibility

Indicates that the designated Party has responsibility and accountability to complete the applicable Deliverable or milestone.

[A] Approve

Indicates that the designated Party is responsible for approving the applicable Deliverable or milestone.

[S] Supports

Indicates that the designated Party is responsible for supporting the applicable Deliverable or milestone.

[C] Consulted

Indicates that the designated Party will need to provide feedback or contribute as the applicable Deliverable or milestone is completed.

[I] Informed

Indicates that the designated Party will be informed after completion of the applicable Deliverable or milestone.

The acceptance procedure for all deliverables outlined in this SOW will be as follows:

- Aclara will work with the System Owner personnel to gather input and complete deliverables.
- When complete, final deliverables will be given to the System Owner. The System Owner should review and sign off by the System Owner utilizing a mutually agreed Acceptance Form.
- The Acceptance Form should be physically signed (or electronically signed) indicating

approval or disapproval within five (5) business days of receiving the deliverable.

Key Project Task/Activity	Accountability		
	Aclara		System Owner
Project Initiation & Kick Off			
Communication Plan	R		I
Change control procedures	R		S
Contact list – with roles and responsibilities	R		S
Detailed Project Plan	R		S
Provision AclaraONE Server	R		I
Requirements Confirmation			
Integration requirements sessions	R		S
Completed requirements document	R		A
RF Electric Meter/NIC configuration	R		R/A
Mobile Programmer Configuration	R		S
Configuration and Unit Testing			
Install Base AclaraONE Software	R		A
Configure interfaces	R		S
Configure application - AclaraONE	R		I
Develop System Acceptance Test plan	R		A
Execute System Acceptance test scripts	S		R
Certificate of System Acceptance	C		R
Hardware Installations			
DCU site surveys	R		S
DCU Site Prep (Pole installation, AC power and Ethernet if applicable)	C		R
Installation of DCUs cabinets	S		R
Installation of Antenna and cables on poles above Electric conductors	S		R
Commissioning and testing of DCUs	R		S
Installation of RF Electric Meters and Water MTUs for the initial testing phase	S		R

Project Governance

Project Organization

The System Owner agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services and the System Owner's integration.

System Owner will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the System Owner tasks, and any additional personnel that may be necessary for System Owner to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling System Owner and System Owner resources, managing the scope and the System Owner tasks of the Project schedule, facilitating document approvals, and escalating & resolving issues as required by Aclara as well as those required by the System Owner.
- Business Owner/Subject Matter Experts (SMEs) – Business users or analysts who are business owners of the load research and settlement processes and data and are familiar with meter data processes. These resources will provide input to requirements definition and business process, design validation and acceptance testing.
- Technical Owner/SME(s) – Responsible for architecture, design and development of interfaces on the System Owner's external systems. Provides input for IT process flow, test data preparation, post-install troubleshooting and diagnostics.
- DBA – Will participate on an as-needed basis. Owns installation and administration of database software & infrastructure management. Post implementation this resource will perform database & network administration tasks and troubleshooting for AclaraONE
- User Acceptance Testing Resources – End users of the system. UAT Resources will participate in training and execute the test cases defined by the Project team.
- Escalation Resources – Typically the Project sponsor. Will participate in monthly Project review sessions with Aclara Portfolio Manager. Available to assist with any escalated issues.

Aclara will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager - Oversees all deliverables and quality control, coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the System Owner's Project Manager, who will be the primary point of contact for the System Owner's Project manager.
- Business Systems Analyst - Gathers and documents requirements. Develops detailed configuration and interface specifications, performs system configuration, performs integration testing and training;

- Systems Engineer - Provides hardware and software planning; Completes unit of any configured core product components. Performs installation, testing, and troubleshooting; configures network and OS; provides support and maintenance planning. Develops interfaces and any custom components, performs unit testing.
- Executive Sponsor – Makes sure project stays on track and meets System Owner objectives; escalation resource

Problem Resolution and Exception Management

A defined and understood escalation process is a critical component of any project implementation. The Aclara project team is organized with multiple points of escalation that can be utilized as needed. Project Issues will be logged, tracked, and reviewed at least weekly. In addition, risks are identified in our status reports along with suggested mitigations. Once an issue has been identified, it will be added to the issues list and worked according to priority. Depending on the type and severity of the problem, the Aclara PM will escalate appropriately within the organization as well as within System Owner’s organization. The System Owner is responsible for escalating within the System Owner.

Project leads assigned to the project will communicate daily and will escalate risks and issues that could affect the project timeline or scope to the PM who will be providing active oversight and first-level escalation support to the engagement. The PM may continue to escalate the issue through the Aclara organization to the Portfolio Manager and to the Vice President of Professional Services. Aclara escalation resources will work jointly with System Owner escalation resources to try to resolve the issue at each level and avoid all issues from escalating further.

In addition, Aclara will establish a communication plan at the start of the project. The Project Communication Plan will be jointly developed between Aclara and the System Owner to identify issue escalation paths and to determine project status meeting cadence and expected attendees.

Aclara’s goal for the project is to provide the necessary information to System Owner to allow for accurate validation of schedule, scope, and deliverables. To accomplish this, Aclara proposes the following activities: status reporting (includes schedule, issue, and risk tracking), quality reviews, and incident reviews.

Communication Plan & Progress Reporting

The table below details the communication and progress reporting for the project.

Project Status Report	Report sent via email	Weekly	Aclara Project Team System Owner Project Team
Project Team Meeting	Conference call, on-site meeting	Weekly	Aclara Project Team System Owner Project Team
Issues Meeting	Conference call, on-site meeting	Weekly or as needed	Aclara Project Team System Owner Project Team
Quarterly Project Review Meeting	On-site meeting	Quarterly	Aclara Program Manager Project Managers Key Project Sponsors Aclara Executives Sponsors

Modification

No modifications to the core software are planned for this project.

System Technical Support

Aclara will support the System Owner regarding the AclaraONE Solution and field hardware, which operates all main facets of the proposed solution.

**Attachment 2
to
Statement of Work**

Rates Schedule

In the event that the Client requires Services beyond the scope or requests any changes to this SOW during project period and support term, Aclara could provide such Services according to the Rate Schedule below and Change Order procedure listed in this Attachment 6.

The following categories have been defined for the Aclara Professional Services Team in the event of a change order:

Professional Services Staff	Hourly Rate	Off-hours hourly rate
Sr. Technical Advisor	\$250	\$375
Program Manager	\$300	\$450
Product Manager	\$300	\$450
Project Manager	\$250	\$375
Field Supervisor	\$180	\$270
Sr. Systems Engineer/Sr. QA	\$250	\$375
Sr. Business Analyst	\$250	\$300
DBA/Application Consultant	\$200	\$300
Systems Engineer/QA/UI	\$200	\$300

Expenses: as incurred per visit Mileage: then current IRS mileage rate

Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara’s normal business hours of 8:00 a.m. - 6:00 p.m. Eastern Time, Monday through Friday, excluding Aclara Holidays.

2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours of 6:30 a.m. – 6:00 p.m. Eastern Time, Monday through Friday excluding Aclara Holidays.

- Aclara observed Holidays
- Weekends: 6:00 p.m. Friday until 8:00 a.m. Monday
- Weekdays: 6:00 p.m. until 8:00 a.m.

3) All expenses must be pre-approved by Client.

A. If Aclara is requested to travel to the Client's site to provide Services, the costs and expenses associated with such travel will be borne by Client and invoiced as set forth below.

1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to transportation fares (air, bus, rail), lodging, meals, automobile rental, fuel, parking and local transportation, and will be charged to the Client on an actual basis. Actual receipts can be provided as documentation per written request by the Client.

B. Aclara reserves the right to change the above rates upon 30 days' notice. Changed rates shall not apply retroactively.

**Attachment 3
to
Exhibit A Statement of Work**

Professional Services Milestones

A. AMI Project Milestones – Total Professional Services fees: \$ (includes RF Network Analysis, Deployment Support & Validation and AclaraONE Software/interfaces Implementation).

	Exhibit B line #	Milestone	Milestone %	Milestone Value
1				
2				
3				
4				
5				
Total Professional Services				

Total Professional Services Price Assumptions

- Phase 1 of the project includes six (6)-month project duration starting at Project Kickoff and concluding with User Acceptance Testing.
- Phase 2 of the project includes six (06) months of project management support of the network expansion and mass meter installation. If the total project duration extends longer than 12 months, professional services can be extended in accordance with the Attachment 5 Change Order Procedure.

B. AMI Project Milestones – Training: \$00

	Exhibit B line #	Milestone	Milestone %	Milestone Value
1	7.01	Training - RF Electric - RF electric system overview and AO training	100%	

**Attachment 4
to
Statement of Work**

Software Delivery Validation



**AclaraONE
Software Delivery Validation**

Prepared for: City of Griffin, GA

This document and any attachments hereto may contain information that is privileged, confidential or proprietary. Any review, dissemination or use of this document or its contents by persons other than authorized employees of the intended organization is strictly prohibited.

Overview

Software Delivery Validation will allow the Client to verify delivery of the AclaraONE software. Execution of the functionality described in this document is in support of Acceptance of the software. Aclara will provide support for the Client’s Software Delivery Validation by hosting a one-hour webinar walkthrough of this document.

Software Delivery Validation is a pre-requisite to begin System Acceptance Testing as follows:

1. AclaraONE in Production with DCU backhaul pointed to AclaraONE
2. AclaraONE Operations and Administration Training Complete

AclaraONE

Application Login

Description	Activity	Expected Results
Application Login	Launch the AclaraONE site https://portal.aclara.one Login with your AclaraONE credentials	Event Summary Dashboard is displayed by default.

Menus And Navigation

Description	Activity	Expected Results
Applications menu	The Applications menu will be expanded by default upon login in.	The following options are displayed. CSR Portal Load Control MDM Administration Reporting Aclara RF Electric Aclara RF Water Job Scheduler
CSR Portal menu	From the Applications menu tab click on CSR Portal	The following option is displayed: Meter Activity

Load Control menu	From the Applications menu tab click on Load Control	The following option is displayed: Aclara RF electric
MDM submenu	From the Applications menu tab click on MDM.	The following menu items are displayed: Account Search Total Consumption Events <ul style="list-style-type: none"> - Event List - Event Trends Event Summary Dashboard
Administration submenu	From the Applications menu tab Click on Administration.	The following sub-menu items are available. Report Group Management File Directory Resource Security Manage Reading Profiles Event Management Users
Reporting submenu	From the Applications menu tab Click on Reporting.	The following sub-menu items are available. Usage History Report Meter Issues Report
Aclara RF Electric submenu	From the Applications menu tab click on Aclara RF Electric.	The following sub-menu items are available. Network <ul style="list-style-type: none"> - System Health Overview - Trace Routes - Service and Diagnostics Tool Equipment <ul style="list-style-type: none"> - Metering - DCUs - Load Control - Distribution Gateway Notifications <ul style="list-style-type: none"> - DCU Notifications - Endpoint Notifications Security <ul style="list-style-type: none"> - Blacklisted Devices Over-the-Air Programming <ul style="list-style-type: none"> - Manage Downloads

		<ul style="list-style-type: none"> - Endpoint Configuration - DCU Firmware Management - DCU Firmware Status
Aclara RF Water submenu	From the Applications menu tab click on Aclara RF Water .	<p>The following sub-menu items are available.</p> <p>Equipment</p> <ul style="list-style-type: none"> - DCUs - MTUs - RDDs - Installations <p>Administration</p> <ul style="list-style-type: none"> - Audit Log - ZoneScan Global Settings - ZoneScan Readings Status - ZoneScan.net <p>Communication</p> <ul style="list-style-type: none"> - Firmware Status - DCU Firmware Management - MTU Firmware Management - Communication Status - Communication Management
Job Scheduler submenu	From the Applications menu tab click on Job Scheduler	<p>The following sub-menu items are available.</p> <p>Jobs</p> <p>Device Groups</p> <p>Job History</p>
Help Menu	Click the Help link on the upper right corner of the screen.	View Help and/or Ask on AclaraConnect options available.

Attachment 5
to
Statement of Work
System Acceptance Test (SAT)



AclaraONE

System Acceptance Test Cases

Prepared for: City of Griffin, GA

Version:1.0

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1. Overview

The Test Cases outlined in this document will allow the Utility to verify compliance of the Aclara AMI solution. Test case execution and approval of the functionality described in this document is necessary for Acceptance of the System. The Utility will be responsible for reviewing and executing the attached test cases within the five (5) business day period scheduled in order to ensure proper delivery of remaining hardware as scheduled during kickoff of the project.

Pre-requisites to begin System Acceptance Testing are as follows:

- Aclara has certified that the customer’s territory has the correct AMI network hardware and AclaraONE, including meter-to-cash interfaces, and an active Azure account & access.
- Aclara has validated the configuration and health diagnostics for AclaraONE within the customer’s territory, including meter-to-cash interfaces and an active Azure account & access.
- Electric Meter Factory acceptance testing has been successfully completed.
- The customer has installed 5 meters for each commodity in scope for the project (electric, Water)

2. Menus And Navigation

2.1. Menus

Description	Activity	Expected Results	Pass/Fail	Comments
2.1.1 The following Primary Menu items or Applications should display by default	Expand the Menu on the upper left corner of the screen	Verify the following options are displayed. CSR Portal MDM; Administration Reporting Aclara RF Electric Aclara RF Water Job Scheduler		

<p>2.1.2 The following submenu items should be present under MDM</p>	<p>From the Applications Menu tab click on MDM. The following menu items should appear.</p>	<p>Premise Search Total Consumption Events - Event List - Event Trends Event Summary Dashboard</p>		
<p>2.1.3 The following submenu items should be present under the Administration Menu</p>	<p>From the Applications Menu tab Click on Administration The following sub-menu items should appear</p>	<ul style="list-style-type: none"> - Report Group Management - Resource Security - Event Management - Event Groups - Users - File Directory 		
<p>2.1.4 The following submenu items should be present under the Reporting Menu</p>	<p>From the Applications Menu tab Click on Reporting The following sub-menu items should appear</p>	<ul style="list-style-type: none"> - Usage History Report - Meter Issues Report 		
<p>2.1.5 The following submenu items should be present under the Aclara RF Water Menu</p>	<p>From the Applications menu tab click on Aclara RF Water. The following sub-menu items should appear.</p>	<ul style="list-style-type: none"> - Equipment <ul style="list-style-type: none"> o DCUs <ul style="list-style-type: none"> ▪ DCUs ▪ DCUs Notifications ▪ DCU Uptime o MTUs <ul style="list-style-type: none"> ▪ MTUs ▪ MTU to DCU Communication o RDDs o Installations <ul style="list-style-type: none"> ▪ Installations ▪ No Read Received ▪ Missing Progra 		

		<ul style="list-style-type: none"> mming Records <ul style="list-style-type: none"> ▪ Programmer Records - Administration <ul style="list-style-type: none"> o Audit Log - Communication <ul style="list-style-type: none"> o Firmware Status o DCU Firmware Management o MTU Firmware Management o Communication Status o Communication Management 		
2.1.6 Verify you are able to navigate to the DCU module under ACLARA RF WATER (head-end integration)	From the Applications menu tab click on ACLARA RF WATER> Equipment> DCUs> DCUs	Verify the DCUs screen is displayed showing the list of DCUs.		
2.1.7 Verify you are able to navigate to the MTU module under ACLARA RF WATER	From the Applications menu tab click on ACLARA RF WATER> Equipment> MTUs> MTUs	Verify the MTUs screen is displayed showing the list of MTUs.		
2.1.8 Verify Help link is functioning	Click the Help link on the upper right corner of the screen. Then, click View Help and/or Ask on AclaraConnect	Verify the Help and/or Aclara Connect login screens are displayed.		
2.1.9 Verify Events screen is displayed and shows the expected options	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field</p>	<p>Verify the Event Group drop-down has the options:</p> <ul style="list-style-type: none"> Base Overview Consumption DCU Alarms Distribution Health Network Health TimeSync Issues 		

<p>2.1.10 Verify the correct Event Type are displayed under the Event Group= Base Overview</p>	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Base Overview.</p>	<p>Verify the Event Type options displayed are:</p> <p>DCU Memory Problem Negative Consumption Power-Outage Power-Restore Read Rate Read Rate- Daily (E) Read Rate- Interval (E)</p>		
<p>2.1.11 Verify the correct Event Type are displayed under the Event Group= Consumption</p>	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Consumption.</p>	<p>Verify the Event Type options displayed are:</p> <p>Abnormal Consumption Abnormal Daily – High (F) Abnormal Daily – High (N) Abnormal Daily – High (R) Abnormal Daily – High (T) Abnormal Daily- Low(F) Abnormal Daily- Low (N) Abnormal Daily – Low (R) Abnormal Daily – Low (T) Constant Consumption Consumption Edited Continuous Consumption High Consumption Negative Backwards Negative Consumption Negative Daily Use (E) Zero Consumption</p>		
<p>2.1.12 Validate the correct Event Type are displayed under the Event Group= DCU Alarms</p>	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select DCU Alarms.</p>	<p>The following Event Type options displayed are:</p> <p>DCU Backup Battery DCU Did Not Clear DCU Door Opened DCU Door Still Open DCU High Current DCU Loss of Lock DCU Low Charging</p>		

		DCU Memory Problem DCU No Call DCU Reset DCU Technician Port		
2.1.13 Validate the correct Event Type are displayed under the Event Group= Distribution Health	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Distribution Health</p>	<p>The following Event Type options displayed are:</p> <p>Magnetic Tamper- Cleared Magnetic Tamper- Detected Meter High Temp Meter High Temp – Cleared Meter Roll Over Meter Tilt Negative Daily Use (E) Power- Outage Power- Restore Volt Sag- Start (A) Volt Sag- Start (B) Volt Sag – Start (C) Volt Sag – Stop (A) Volt Sag – Stop (B) Volt Sag – Stop (C) Volt Swell – Start (A) Volt Swell – Start (B) Volt Swell – Start (C) Volt Swell – Stop (A) Volt Swell – Stop (B) Volt Swell – Stop (C)</p>		
2.1.14 Verify the correct Event Type are displayed under the Event Group= Network Health	<p>From the Applications menu tab click on MDM> Events> Event List</p> <p>On the Event List screen expand the Event Group drop-down field and select Network Health.</p>	<p>Verify the Event Type options displayed are:</p> <p>DCU Backup Battery DCU Did Not Clear DCU Door Opened DCU Door Still Open Low Battery MTUs Low Battery Warning MTU Tamper Magnetic Tamper</p>		

		Magnetic Tamper – Cleared Magnetic Tamper - Detected Memory Map Error Meter High Temp Meter High Temp – Cleared Meter Roll Over Meter Tilt Program Memory Error Read Rate Read Rate – Daily (E) Read Rate – Interval (E)		
2.1.15 Validate the correct Event Type are displayed under the Event Group= TimeSync Issues	From the Applications menu tab click on MDM> Events> Event List On the Event List screen expand the Event Group drop-down field and select TimeSync Issues.	The following Event Type options displayed are: Time Sync Drift Time Sync Request Time Sync Timeout		

3. Aclara RF Water Validation

3.1. Aclara RF Water Navigation and checking for web console errors

Description	Activity	Expected Results	Pass/Fail	Comments
3.1.1 Navigate through page on the HE and verify no errors are displayed.	Navigate through page on the HE and verify no errors are displayed. Make sure you have the web console opened.	No errors are triggered. All pages are correctly displayed.		

3.2. Aclara RF Water- DCU Validation

Description	Activity	Expected Results	Pass/Fail	Comments
<p>3.2.1 DCUs - Verify DCUs screen is displayed as expected.</p>	<p>From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCUs</p>	<p>Verify the DCUs screen is displayed showing in a grid the DCUs (with status Online, Offline, Unknown) for the predefined Date Range. Following information is shown in the grid: DCU ID, DCU Name, Network, Location, Status, DCU Last Endpoint Reception, # of Endpoints Heard by DCU in past 2 hours, First Call, Last Call, Number of Calls, Total Call Time, Records Expected, Records Received, Last Call Cleared, Date Installed.</p> <p>Verify the total number of DCU's shown on the grid is correct.</p>		
<p>3.2.2 Verify DCU Information and tabs within DCU.</p>	<p>a) From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCUs b) Click an Online DCU ID c) Click on each tab within the DCU Details screen (i.e. Transceiver Information)</p>	<p>a) Verify list of DCU is shown on the grid. b) Verify the DCU information screen is displayed showing the correct information for the DCU. Also make sure the Map shows the correct Lat and Long. c) Verify each screen shows data for the DCU under test.</p>		
<p>3.2.3 Verify the DCU Notifications screen is displayed as expected.</p>	<p>From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCU Notifications</p>	<p>Verify the DCU Current State Notifications grid is displayed showing information such as Date/Time, DCU ID, DCU Name, Description, Type, Message Code, Value.</p> <p>Make sure you can filter information by selecting/deselecting the Notification Type checkboxes.</p>		

3.2.4 Verify the DCU Uptime page	From the Applications menu click ACLARA RF WATER> Equipment> DCUs> DCU Uptime	Verify the same DCUs listed on the DCUs page is listed on the DCU Uptime page.		
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3.3. Aclara RF Water– MTU Validation

Description	Activity	Expected Results	Pass/ Fail	Comments
3.3.1 Verify the MTUs search screen shows correct data.	From the Applications menu click ACLARA RF WATER> Equipment> MTUs> MTUs	Verify the total number of Active MTUs is correct. Verify each MTU record has a value for MTU ID, Port, Premise, Meter Serial Number, MTU Type, Meter Type, Status and Commodity.		
3.3.2 Verify the the correct Meter Type is shown.	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID d) Click the View Details button e) Verify the Meter Type displayed in the Basic Info section matches with the meter type in the NCC system. 	Meter Type on the Basic Info section.		
3.3.3 Verify Last Transmission Date on the Basic Info section is in sync with the latest transmission under Transmission History.	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID link to access the MTU Detail View page 	The Last Transmission Date on the Basic Info section is in sync with the latest transmission under Transmission History.		

	<p>d) Look at the Last Transmission Date shown within the Basic Info.</p> <p>e) Click the Transmission History tab on the left navigation pane.</p> <p>f) Verify Last Transmission Dates are in sync.</p>			
<p>3.3.4 Verify data for Battery Voltage is displayed.</p>	<p>Following the navigation path of 3.3.4.</p> <p>Within the Mtu Detail View page click the Battery Voltage option on the left navigation pane.</p>	<p>Verify Battery Voltage is shown in the chart.</p> <p>Note: For new MTU types (i.e. 342x's), if the MTU was installed less than 90 days ago it is possible that the Battery Voltage data will not be available yet.</p>		
<p>3.3.5 Verify Installation History</p>	<p>Following the navigation path of 3.3.4.</p> <p>Within the Mtu Detail View page click the Installation History option on the left navigation pane.</p>	<p>Validate the date for the latest AddMtu installation record in the Installation History tab matches with the Install Date in the Basic Info section in the MTU Information tab.</p> <p>Also, validate that the Install Date shown on the Basic Info section matches with the install date in the NCC.</p>		
<p>3.3.6 Verify the Last Read Date on the meter card matches with the latest available read.</p>	<p>a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs</p> <p>b) Search for your MTU ID</p> <p>c) Click the MTU ID link to access the MTU Detail View page</p>	<p>The Last Read Date on the meter card matches with the latest available read.</p>		

	<ul style="list-style-type: none"> d) Write down the Last Read Date shown on the meter card. e) Click the View Details button within the meter card f) Look for the the Last Read Date in the Basic Info section on the Meter Detail View page and make sure it matches with the Last Read Date the meter card. g) Click Read History h) Verify the Last Read Date on the meter card matches with the latest available read in the Read History tab. 			
<p>3.3.7 Verify read history is available as of Install Date.</p>	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID link to access the MTU Detail View page d) Click View Details on the Meter card e) Check the Install Date on the Basic Info section f) Click Read History g) Change the date range to retrieve the usage as of the install date. 	<p>The first reads are as of the install date.</p>		

	<p>Make sure the first available read is as of the Install Date.</p>			
<p>3.3.8 Verify On Demand functionality for the MTU</p>	<ul style="list-style-type: none"> a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs b) Search for your MTU ID c) Click the MTU ID link to access the MTU Detail View page d) Click View Details on the Meter card e) Check the Install Date on the Basic Info section f) Click Read History g) Click On Demand Read button on the top of the displayed reads. Wait for few minutes an verify that On Demand read is returned successfully 	<p>On Demand Read for MTU is returned successfully</p>		
<p>3.3.9 Verify the conversion Raw Data to Value is correct.</p>	<p>Following the navigation steps from 3.3.8</p> <ul style="list-style-type: none"> a) On the Meter Detail View page make sure you have the Meter Information tab opened b) Identify the Meter Type and the Gal (or CF) value. For example, "0.1. Gal". 	<p>The Raw Data to Value conversion is correct by applying the Meter Type Gal value to the Raw Data read.</p>		

	<p>c) Click the Read History tab</p> <p>d) On Ready History click on the three dots next to the column header and select Columns> Raw Data.</p> <p>e) Verify the Raw Data read to Value conversion is correct. For example, if Raw Data is 117 and Meter Type is 0.1 Gal then the Value will be 11.7.</p>			
<p>3.3.10 Verify the MTU to DCU Communication page loads correctly.</p>	<p>a) From the Applications menu click ACLARA RF WATER> Equipment> MTUs> MTU to DCU Communication</p>	<p>Verify the MTU to DCU Communication page loads correctly.</p>		

3.4. Aclara RF Water- Installations

Description	Activity	Expected Results	Pass/Fail	Comments
<p>3.4.1 Verify the Installations screen shows installation records.</p>	<p>From the Applications menu click ACLARA RF WATER> Equipment> Installations> Installations</p>	<p>Verify the Installations screen is displayed showing the MTU installations done over the Date Range selected in the Date Range field.</p> <p>Following information is displayed on the Grid: Premise, MTU ID, Port, Reason, Install Time, Installer, Reading, Meter Type, Wake Up Received, Reading Received.</p>		

3.4.2 Verify the No Read Received screen shows "Wake Up Transmission records without a Reading"	From the Applications menu click ACLARA RF WATER> Equipment> Installations> No Read Received	The No Read Received screen shows "Wake Up Transmission records without a Reading" Note: Not having any records show up on this page is OK.		
3.4.3 Verify no records are displayed under Missing Programming Records.	From the Applications menu click ACLARA RF WATER> Equipment> Installations> Missing Programming Records	Verify no records are displayed under Missing Programming Records.		
3.4.4 Verify Programmer Records screen shows records.	From the Applications menu click ACLARA RF WATER> Equipment> Programmer Records	Verify the number of records shown here match or are close to the number of records under Installations for the same date range.		

4. Aclara RF Electric Validation

4.1. Network

Test Objective: Verify the system health overview screen. Verify functioning of Services and Diagnostic tool for system commands.

Description	Activity	Expected Results	Pass / Fail	Comments
4.1.1 Verify Read Success (Verification of Interval and Daily Shift data communication status)	From the Menu tab slide out Navigate to Aclara RF Electric screen Click on Network > System Health Overview <ul style="list-style-type: none"> Verify Daily Shift Communication success chart is displayed. 	The interval and Daily Shift communication chart are correct.		

	<ul style="list-style-type: none"> • Verify Interval (15/30/60 mins) Communication success chart is displayed. • Verify successful endpoint count 			
4.1.2 Verify DCU Uptime	<p>From the Menu tab slide out Navigate to Aclara RF Electric screen</p> <p>Click on Network > System Health Overview</p> <p>Click on 'View full DCU Uptime Report' to review all DCU uptime result</p>	Review DCU uptime result. All DCUs should be active, up and running		
4.1.3 Verify System Commands Verify that the user is able to successfully submit Command (On Demand, Connect, Disconnect etc) from the HeadEnd	<p>From the Menu tab slide out Navigate to Aclara RF Electric screen</p> <p>Click on Network > Service and Diagnostics Tool</p> <ul style="list-style-type: none"> • Add Endpoint and select the Command. • Select DCU routing • Click Send Command <p>(For testing using 'Diagnostic Meter Read' for On Demand Read)</p>	<ul style="list-style-type: none"> • The following system commands generate successful output <ul style="list-style-type: none"> ○ Diag Meter Read ○ Diag Read MetaData ○ Diagnostic Demand Read • The following system commands generate successful output. These commands can impact the meter, so ensure you have picked the right test meter <ul style="list-style-type: none"> ○ Diag Connect ○ Diag Decomm endpoint ○ Diag Demand reset ○ Diag Disconnect 		

4.2. DCU and Endpoint Verification

Test Objective: Verify DCUs and Endpoints are installed, transmitting data and available for managing daily network operations

Description	Activity	Expected Results	Pass / Fail	Comments
4.2.1 Verify Endpoints Verify that all SRFN endpoints registered in the field are displayed	From the Menu tab slide out Navigate to Aclara RF Electric screen Click on Equipment > Metering Verify all SRFN endpoints are displayed	All SRFN endpoints are displayed on the screen.		
4.2.2 Verify DCUs Verify that all DCUs are online and displayed	From the Menu tab slide out Navigate to Aclara RF Electric screen Click on Equipment > DCUs Verify all DCUs are displayed	All DCUs are listed and currently online.		

4.3. Notifications

Test Objective: Verify endpoints notifications are displayed on the UI

Description	Activity	Expected Results	Pass / Fail	Comments
4.3.1 Validate Endpoint Notifications Verify that all notifications associated with SRFN endpoints are displayed	From the Menu tab slide out Navigate to Synergize RF screen Click on Notifications > Endpoint Notifications	All endpoint notifications are displayed on the screen.		

<p>User can search the notifications for a specific endpoint</p>	<p>Verify all endpoints notifications</p>			
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5. Job Scheduler

5.1.SRFN Job Scheduler

Description	Activity	Expected Results	Pass / Fail	Comments
<p>5.1.1 Verify that all existing SRFN Jobs are being displayed.</p> <p>The user shall be able to create a new job for SRFN from this screen</p>	<p>From the Menu tab slide out Navigate to Job Scheduler screen</p> <p>Click on Job Scheduler > Jobs</p> <p>Verify results on Job Scheduler screen. Verify that the recurring Demand Reset Job is also Displayed.</p> <p>Click on Create Job button on upper right corner and create a new job by entering all required fields.</p>	<p>All jobs are displayed, including the recurring active job for Demand Reset.</p> <p>The user can create a new job or edit an existing job</p>		
<p>5.1.2 Verify that all existing Groups are being displayed.</p>	<p>From the Menu tab slide out Navigate to Job Scheduler screen</p>	<p>All groups are displayed, including the groups created for KV2C, I210+, I210+C used for demand reset job.</p>		

<p>The user shall be able to create a new Group from this screen using 'Create New Group' button</p>	<p>Click on Job Scheduler > Groups</p> <p>Verify results on Groups screen.</p> <p>Click on Create New Group button on upper right corner and create a new Group by entering all required fields.</p>			
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6.MDM Validation

6.1. MDM NAVigation and checking for web console errors

Description	Activity	Expected Results	Pass / Fail	Comments
<p>6.1.1 Navigate through page on the MDM and verify no errors are displayed.</p>	<p>Navigate through page on the MDM and verify no errors are displayed. Make sure you have the web console opened.</p>	<p>No errors are triggered. All pages are correctly displayed.</p>		

6.2. Event Summary Dashboard

Test Objective: Verify that the Dashboard navigation and features are working, as designed upon signing-in.

Description	Activity	Expected Results	Pass / Fail	Comments

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<p>6.2.1 Validate Event Summary Dashboard screen with map is displayed.</p> <p>Validate the GIS coordinates are correct for the meters (OR DCU's for DCU alarm events)</p>	<p>From the Applications menu click MDM> Event Summary Dashboard</p> <p>Note: The default event group shown on the map is "Base Overview".</p> <p>Click on one of meter displayed on the map for the selected event group. Verify the Latitude and Longitude are correct for the test subject.</p>	<p>The map is displayed showing any existing DCU and/or MTU events.</p> <p>The GIS coordinates for selected meter looks correct.</p>		
<p>6.2.2 Validate Event Summary Dashboard screen – Calendar Control</p>	<p>Click the Calendar control (located Upper Right)</p>	<p>The new date is displayed The map refreshes with new data.</p>		
<p>6.2.3 Validate Event Summary Dashboard screen – Event Group</p>	<p>Click the Event Group drop-down (located Upper Right)</p>	<p>Event Groups are displayed, as per configuration Select an Event Group item The dashboard map refreshes with new data.</p>		
<p>6.2.4 Validate Event Summary Dashboard screen – Report Group Selection</p>	<p>Click the Report Group drop-down (located Mid-Left)</p>	<p>Report Groups are displayed, as per configuration Select a Report Group item The dashboard map refreshes with new data.</p>		
<p>6.2.5 Validate Consumption events on</p>	<p>From the Applications menu click MDM></p>	<p>The map is displayed showing a pinpoint for each event.</p>		

<p>the Event Summary Dashboard</p>	<p>Event Summary Dashboard Select Event Group= Consumption Click on any event on the map</p>	<p>Clicking an event on the map will display information such as meter, premise address, Lat and Long.</p>		
<p>6.2.6 Validate DCU Alarms are retrieved</p>	<p>From the Applications menu click MDM> Event Summary Dashboard Select Event Group = DCU Alarms Click on any event on the map</p>	<p>The map is displayed showing a pinpoint for each DCU Alarm. Clicking an event on the map will display information such as DCU ID, Event Type, , Lat and Long.</p>		
<p>6.2.7 Validate Network Health are retrieved</p>	<p>From the Applications menu click MDM> Event Summary Dashboard Select Event Group = Network Health</p>	<p>The map is displayed showing a pinpoint for each Event Type under the Event Group 'Network Health'.</p>		
<p>6.2.8 Validate the total number of events for a specific date and event group match with the number of events in Event List</p>	<p>From the Applications menu click MDM> Event Summary Dashboard a) On the Event Summary Dashboard select Event Group=Consumption and day with events. Note that the total number of events are shown in the grid on the left-</p>	<p>a) The grid on the Event Summary Dashboard is displayed showing the total number of events for the selected Event Group and day. b) The Event List page is displayed showing the events for the same event group and date on the Event Summary Dashboard.</p>		

	<p>hand side of the map.</p> <p>b) Clicking the title "Meter ()" will take you to the Event List page displaying the same events for the Event Group and day you are viewing on the Event Summary Dashboard.</p>			
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6.3. Validating Event List and Event Trends

Test objective: Verify that the event/analytics alarm is triggering correctly, and that analytics’ navigation, filtering, charting, and reporting presentations are functioning as designed.

Events or Alarms have consistent presentation and behavior in the AclaraONE MDM, including the following screens:

- Event Summary Dashboard or Map presentation
- Event List presentation, and
- Event Trends presentation

Events are generated by Hardware (Meter, DCU) or by the software’s analytics e.g. Abnormal Consumption. The SAT Test cases will exercise the common functionality for each of the targeted events or analytics.

Description	Activity	Expected Results	Pass / Fail	Comments
<p>6.3.1 Validate Base Overview events on the Event List page</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= Base Overview (defaulted).</p> <p>Then, click Search</p>	<p>Verify the list of events is shown in the grid.</p>		

<p>6.3.2 Validate DCU Alarms events on the Event List page.</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= DCU Alarms</p> <p>Then, click Search</p>	<p>Verify the list of DCU events is displayed.</p> <p>If you click the Map tab you should see a map with the DCUs with events.</p>		
<p>6.3.3 Validate Consumption events on the Event List page.</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= Consumption</p> <p>Make sure you have selected a Date Range with AMI data.</p> <p>Then, click Search</p>	<p>Verify the list of Consumption events is displayed.</p> <p>If you click the Map tab you should see a map with the MTUs with events.</p>		
<p>6.3.4 Validate Network Health events on the Event List page.</p>	<p>From the Applications menu click MDM> Event> Event List</p> <p>Select Event Group= Network Health</p> <p>Make sure you have selected a Date Range with AMI data.</p> <p>Then, click Search</p>	<p>Verify the list of Network Health events is displayed.</p> <p>If you click the Map tab you should see a map with the MTUs with events.</p>		
<p>6.3.5 Validate TimeSync events on the Event List page.</p>	<p>From the Applications</p>	<p>Verify the list of TimeSync Issues events is displayed.</p>		

	<p>menu click MDM> Event> Event List</p> <p>Select Event Group= TimeSync Issues</p> <p>Make sure you have selected a Date Range with AMI data.</p> <p>Then, click Search</p>			
<p>6.3.6 Validate events on the Event Trend page for both Electric and Water Report groups</p>	<p>From the Applications menu click MDM> Event> Event Trends</p> <p>a) Select a Date Range, Report Group, Event Group and Event Type that will display data on the charts.</p> <p>b) Also, make sure you can export to a CSV file the data on the second chart.</p> <p>Note: To export the data on the second chart, click on a bar in the chart. This will display a grid beneath the chart, and you will see an Export button on the lower right corner of the page.</p>	<p>a) Charts are shown with data. Data on the second chart "Number of Devices Reporting Event" is only displayed.</p> <p>b) Data on the second chart is successfully exported to a CSV file.</p>		

6.4. Total Consumption

Test Objective: Verify that the Total Consumption navigation, charting, grouping, and grid presentations are working as designed.

Description	Activity	Expected Results	Pass/Fail	Comments
<p>6.4.1 Validate the Total Consumption screen - All Accounts Group - Water</p> <ul style="list-style-type: none"> • Validate the Daily chart and Summary Card or Panels • Validate the Hourly Chart. 	<p>From the Applications menu click MDM> Total Consumption</p> <ul style="list-style-type: none"> • Select Report Groups 'All Accounts Group - Water'. By default 'All Accounts Group- Electric' is selected. • Verify the Daily Chart and Summary cards for total, average, minimum and maximum consumption • Click on a Date in the Daily Chart and scroll down to view the hourly chart 	<p>The Total Consumption screen is displayed. The chart shows the daily consumption within the last 30 days by default.</p> <p>The daily and hourly chard is displayed correctly.</p> <p>The data grid beneath the graph shows the meters specific to date selected. Check the grid is displaying Meter Serial Number, Account Number, Total Consumption (gal), Average Consumption (gal), Minimum Consumption (gal), Maximum Consumption (gal).</p> <p>Make sure you can export the data into CSV, Image and PDF report by clicking the Export button located on the lower right corner of the chart.</p>		
<p>6.4.2 Validate hover box shows total consumption for the day</p>	<p>From the Applications menu click MDM> Total Consumption</p>	<p>A hover box is displayed showing the date and total gallons.</p>		

	Hover over anywhere on a line in the graph.			
6.4.3 Validate you can access the Water Meter Detail information screen from the Total Consumption page.	<p>From the Applications menu click MDM> Total Consumption</p> <p>Scroll down to the grid and click a meter serial number</p>	The Meter Detail View page is displayed showing the Account and Meter information.		
6.4.4 Validate you can access Account information	<p>From the Applications menu click MDM> Total Consumption</p> <p>Scroll down to the grid and click an Account Number</p>	The Account Detail page is displayed showing the Account information on the top (Customer, Account Number, Address) and Meter information. If Electric meter is also installed at the same location, the meter card for Electric meter will also be displayed.		
<p>6.4.5 Validate the Total Consumption screen – All Accounts Electric Group</p> <p>Validate the chart and Summary Card or Panels</p>	<p>From the Applications menu click MDM> Total Consumption</p> <ul style="list-style-type: none"> • Make sure to select 'All Accounts Group-Electric'. • Validate different Daily Usage options available for Electric Meters • Examine the Summary Cards that display Total, Average, Min, and Max Consumption • 'Hover' over the chart's data points to display a tooltip with 	<p>The Total Consumption screen is displayed.</p> <p>The daily chart is displayed correctly.</p> <p>The Summary Cards accurately reflect the data that is displayed in the chart.</p> <p>(No drilling down to interval level is available for Electric meters)</p>		

	the date and consumption value			
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6.5. MDM – Account Detail

Description	Activity	Expected Results	Pass / Fail	Comments
6.5.1 Validate the customer information	<p>From the Applications menu click MDM> Premise Search</p> <p>Without entering a value in the search field, click the Search button.</p>	A list of accounts is retrieved. Verify the Premise display Premise Number, Customer Id, Meter Serial Number, MTU ID, Last Name (First Name is shown also under Last Name) and Address 1.		
6.5.2 Validate Premise Details information	<p>From the Applications menu click MDM> Premise Search. Search for your MTU ID.</p> <ul style="list-style-type: none"> On the Premise Search results page click the Premise Number. Within Premise Details page click on the Consumption (Water). Later also check Consumption (Electric) if both the services are 	<ul style="list-style-type: none"> The Premise Details page is displayed showing Customer Name and Address. If the location have both Electric and Water meters, two meter card will be displayed for each service. On clicking the Consumption, the Customer Consumption screen is displayed. The Events screen is displayed 		

	<p>applicable for the premise.</p> <ul style="list-style-type: none"> Click the Events tab on the left size of the screen. 	<p>showing any event available for the account.</p>		
<p>6.5.3 Meter information and navigation to head-end</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Do a quick search by Premise Number.</p> <ul style="list-style-type: none"> Click on the Premise Number. On the Meter Card click View Details. 	<ul style="list-style-type: none"> After you click on the Premise Number link on the Premise Search page, the the Customer Info screen is displayed and the Meter card is displayed. Clicking the View Details button takes you to the corresponding Meter information screen on the HeadEnd. 		
<p>6.5.4 Check Interval types on the Consumption screen for Water Meters</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Click the Search button.</p> <p>Click your Premise Number. Lastly, click on the Consumption tab on the left-hand side of the screen.</p>	<p>Verify Hourly, Daily, Monthly and Meter Interval data can be displayed in the chart and data grid when you select the corresponding interval in the Interval drop-down field.</p> <p>Verify the Unit of Measure is correct.</p> <p>Verify you can export the Consumption data by clicking the Export button under the Consumption chart (CSV, Image, PDF).</p> <p>(Note: Meter Interval selection for</p>		

		<p>Interval Types display both hourly consumption and reads for Water Meters)</p>		
<p>6.5.5 Compare meter interval data in the MDM against ACLARA RF WATER</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Search for your MTU ID. Then, click on the Premise Number shown in the search results. Lastly, click on the Consumption tab on the left-hand side.</p>	<p>From the Interval drop-down select the Meter Interval option. Using the Export button on the lower right corner of the screen export the interval data into a CSV file. Compare it against the usage for the same period in ACLARA RF WATER and make sure the intervals match.</p> <p>Accessing the reads in ACLARA RF WATER: On the current screen click the Customer Info tab, then on the right side of the screen look for the meter card and click the View Details button. On the Meter Detail View screen click on the Read History tab. Compare reads in ACLARA RF WATER vs the reads in MDM and make sure they match.</p>		

<p>6.5.6 Check Interval types on the Consumption screen for Electric Meters</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Click the Search button.</p> <p>Click your Premise Number. Lastly, click on the Consumption (Electric) tab on the left-hand side of the screen.</p>	<p>The Interval KWh chart and Meter Interval data grid is displayed for the selected date range.</p> <p>The daily consumption chart for the meter is also displayed based on the 'Daily Readings' selection.</p> <p>Verify you can export the Consumption data by clicking the Export button under the Consumption chart (CSV, Image, PDF).</p>		
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BILLING EXPORT TESTING

Test Objective: Verify the generation of daily CMEP billing export file for Electric meters.

BILLING EXPORT TESTING

Description	Activity	Expected Results	Pass / Fail	Comments
<p>6.1.1 Validate Bill file format (CMEP MEPMD01 format) Validate that file is generated on daily basis at configured time and designated folder on the sftp location</p>	<p>Validate the format of the Bill file matches to the specification in the requirements document.</p> <p>S</p> <p>Validate the file generation process is</p>	<p>Bill file contains all fields as specified in the requirements document.</p> <p>File is generated in /Billing/Outgoing folder\aclaraone\\$\FileExchange\Export\CustomerBilling on sftp</p>		

	configured as expected.	location on a daily basis.		
<p>6.1.2 Validate all mandatory fields in the bill file are populated</p> <p>UOM is populated as expected for different Read Types selected by the utility</p> <p>File include Daily midnight read for two previous days</p>	<p>Validate all mandatory fields in the Bill File are populated.</p> <p>Check UOM's are reported correctly.</p> <p>Previous day and current day daily data is included in the file for UOM identified by the Utility and Aclara. The interval Interval consumption is also reported in the same file..</p>	<p>All mandatory fields in the Bill File are populated.</p> <p>The file includes Previous day and Current day daily data for UOM identified by Aclara and the Utility.</p> <p>The Interval consumption is also included in the same file.</p>		
<p>6.1.3 Validate counts of meters in the CMEP file</p>	<p>Validate the record count in the file is correct.</p>	<p>Record count in the file is correct and is comparable to total count of active electric meters.</p>		

CIS ACCOUNT IMPORT TESTING

Test Objective: Verify the processing of the daily CIS Account Import file into MDM.

Description	Activity	Expected Results	Pass / Fail	Comments
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<p>9.1 Validate daily CIS files are delivered by the utility on a regular basis in designated folder on the sftp location.</p>	<p>1. Verify that the utility is placing daily CIS files in the designated sftp location (xxx\CISAccountI mport)</p> <p>2. Verify that Aclara picks the the file from the sftp and process it in MDM.</p>	<p>Daily files provided by the utility.</p> <p>The file is moved from the sftp by the Aclara configured MoveIT job for processing in MDM.</p>		
<p>9.2 Validate the customer information in the MDM for a new install.</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Look for the Meter you want to verify. Verify the information displayed on the premise search page for the meter.</p>	<p>Validate that the Customer Name, Address, Phone, email is shown on the Premise Search grid. Verify that it matches with information in the CIS.</p> <p>When you access the Premise Detail validate the Customer Name and Address is also displayed on the Premise Detail screen.</p>		
<p>9.3 Validate the customer information in the MDM for a Customer Move-Out/Move-In scenario. MDM display the latest customer information only (no history).</p> <p>Precondition: The existing customer already exists in the system. The existing customer now has moved out and a new customer</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Look for the Meter you want to verify. Click the Premise Number.</p>	<p>Validate that the Customer Name, Address, Email, Service ID and Bill Account is shown on the Premise Search grid. Only the last customer information is displayed, so in case of move-out/move-in you will only see the new customer once data is updated (no history maintained).</p>		

<p>moved in. The CIS file include the new customer at that location with the MeterServiceStartDate as New Service Connect Date</p>		<p>When you access the Premise Detail validate the Customer Name, Address and other information is shown and it matches with the information on the Account Import file.</p>		
<p>4.6.5 Validate the customer information in the MDM is displayed correctly for Meter Exchange Scenario.</p> <p>Precondition: Meter is installed with at a given location. Meter is exchanged with a new meter. The CIS file include the new meter at that location with the MeterServiceStartDate as Meter Install Date.</p>	<p>From the Applications menu click MDM> Premise Search</p> <p>Look for the Meter you want to verify. Click the Premise Number.</p>	<p>Validate that the Customer Name, Address, Email, Service ID and Bill Account is shown on the Premise Search grid. The new Meter is assigned to the location and the customer.</p>		

<p>Outage Management System (OMS) Interface</p>	<ul style="list-style-type: none"> • Confirm the test meter can be pulled from the socket without impacting any customers. • Pull the meter and force an outage 	<ul style="list-style-type: none"> • The System Health Overview Screen must display an outage for the test meter • The outage notification must be received by the OMS system.
	<ul style="list-style-type: none"> • Plug the meter back and verify restoration message 	<ul style="list-style-type: none"> • System Health Overview screen is updated with the correct status • The OMS system receives the restoration notification

**Attachment 6
to
Statement of Work**

System Acceptance Test Exceptions and Exclusions

The following events are exceptions and exclusion that are beyond Aclara’s control and may impact the performance of the AclaraONE software and the overall Aclara RF AMI system and its ability to capture readings. Aclara is therefore not responsible for performance metrics which are not met due to the extent caused by the following:

- Failure or degradation of any software or equipment not provided by Aclara or not installed according to Aclara’s specifications, thereby impacting performance.
- Failure or degradation of any software or equipment provided by Aclara when the system has not been properly serviced and maintained as required in writing and provided to Client (except where such service or maintenance is the responsibility of Aclara).
- Removal of any equipment from service in a manner that renders Aclara’s Products inoperable.
- Errors or omissions in data provided by external systems (non-Aclara systems) to the AclaraONE headend such as incorrect meter IDs, or failure to provide current data on meter replacements or removals.
- The election, at any time, to collect data through operations not performed in accordance with Aclara’s Product documentation as provided to Client.
- Integration work not performed in accordance with Aclara’s guidelines.
- Failure of LAN and or WAN servers, network devices, or network connectivity that is not directly under Aclara’s or its subcontractors’ or vendors’ control.

“Suspect MTU” shall mean those MTUs or RF Electric Meters that have not successfully transmitted data since installation or subsequent to installation have been damaged, had Radio Frequency transmission physically blocked or have failed to successfully transmit for five (5) days.

“Suspect MTU” exceptions, as used for the purposes of this section, include but are not limited to the following:

- Suspect MTU Reporting. An MTU or RF electric meters is considered a “suspect MTU” under the following conditions and is thus excluded from the total count of MTUs to determine Active MTUs:
 - Installed outside of contracted SAT coverage area
 - MTU or DCU equipment failure due to tampering, damage, vandalism, or Force Majeure events.

Attachment 7
to
Exhibit A Statement of Work
Change Order Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the System Owner or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule; and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Aclara will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____

2. Define the impact, if any, on existing work product: _____

3. Define additional work product required as a result of the requested change, if any: _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:
Aclara Technologies LLC (Aclara)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

Accepted By:
City of Griffin, GA (System Owner)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

**Aclara Pricing for the City of Griffin (GA)
Aclara RF System / Aclara RF Water System - Trial**



Quote # Valid from Date: 5/16/2025
Valid to Date: 8/16/2025

HARDWARE						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
1.0 NETWORK						
1.01	Trial Package Pricing (105 endpoints, 3 DCUs for network, software, professional service & training)		1		\$100,000.00	
1.02	DCU-II+, RF, 1-ch Tx, 8-ch Rx, T-Board, AC, Ethernet	501-85ES2A2T-EGW	3		Included in Trial Package Pricing	(7,8,9)
1.03	DCU Mounting Hardware, DCU II+ Mounting Kit, Pole Mount, Banded	109-75-03A	3		Included in Trial Package Pricing	(7,8,9,10)
1.04	DCU Mounting Hardware, DCU II+ Mounting Kit, Pole Mount, Banded, DCU II+ Antenna	109-85S-02	3		Included in Trial Package Pricing	(7,8,9,10)
1.05	20' Low Loss N-M To N-M cable	070-2570-20	6		Included in Trial Package Pricing	(7,8,9,10)
1.06	DCU Accessories - E-5008 CTV Barrel lock key (includes cover)	057-0078	1		Included in Trial Package Pricing	
1.07	Aclara DCU Programming Cable	070-9975M-068-USB	1		Included in Trial Package Pricing	
1.08	Wireless Field Programming Coil	109-6900	1		Included in Trial Package Pricing	(12)
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
2.0 ELECTRIC RF ENDPOINTS						
2.01	Aclara i210+c 2S CL200 240V w/ RD RF Electric Residential Meter, including integrated Aclara Module, TQEVK	ANSX*	80		Included in Trial Package Pricing	(14,15,17)
2.02	Aclara KV2c 9S CL20 120-480V, Gen 5, RF Electric Commercial Meter, including integrated Aclara Module, TQEVK	ANSX*	10		Included in Trial Package Pricing	(14,16,17)
2.03	Aclara KV2c 16S CL200 120-480V, Gen 5, RF Electric Commercial Meter, including integrated Aclara Module, TQEVK	ANSX*	10		Included in Trial Package Pricing	(14,16,17)
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
3.0 WATER ENDPOINTS						
3.01	Water Meter MTU - Encoder Single Port - 12' Itron	3451-712-DBW	5		Included in Trial Package Pricing	(13)
3.02	Water MTU Short Spacer for Pit Installs	056-8150S	10		Included in Trial Package Pricing	
HARDWARE TOTAL:					\$0.00	
SOFTWARE						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
4.0 INITIAL SOFTWARE (ONE-TIME FEES)						
4.02	AclaraONE Software Setup - Water/Electric	SW-3010P-E-RF	1		Included in Trial Package Pricing	(20)
INITIAL SOFTWARE TOTAL:					\$0.00	
5.0 SOFTWARE ANNUAL FEES						
5.01	Managed Services/ System Monitoring (Annual)	SW-3010P-W-RF	1		Included in Trial Package Pricing	(22)
5.02	DCU Maintenance (Annual)	NS-DCUM-E-RF	3		Included in Trial Package Pricing	(22)
5.03	Aclara MTU Mobile Programmer ASP Fee	SW-1050A	5		Included in Trial Package Pricing	(20,21,22)
ANNUAL SOFTWARE TOTAL:					\$0.00	

PROFESSIONAL SERVICES

Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
6.0	PROFESSIONAL SERVICES - NETWORK					
6.01	Aclara Professional Services - RF Network Analysis, Deployment Support and Validation	NS-PSV-E-RF	1	Included in Trial Package Pricing		(12,18,19)
6.02	Performance Bond	NS-PSV-W-RF	1	Included in Trial Package Pricing		
PROFESSIONAL SERVICES TOTAL:					\$0.00	

TRAINING

Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
7.0	TRAINING					
7.01	Training - RF Electric & Water Combo	NS-TRN-EH-RF	1	Included in Trial Package Pricing		
TRAINING TOTAL:					\$0.00	

Subtotal:	\$100,000.00	
Material Handling & Freight:	Included	
Grand Total:	<u>\$100,000.00</u>	(1,2,3,4,5,6)

OPTIONAL SELECTIONS

Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
1.0	OPTIONAL SELECTIONS					
1.01	ProField (WOMS) for Pilot - SGS		1	\$57,750.00		

PRICING ASSUMPTIONS

General Note: This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and Certain Services that are available on Aclara's website at:
<http://www.aclara.com/terms-and-conditions/>
 Any conflicting or additional terms and conditions contained in any resulting purchase order are hereby rejected unless agreed to in writing by Aclara.

GENERAL

- 1 Pricing remains in effect for a period of 90-days from the date above.
- 2 Pricing is confidential, proprietary, and governed by the confidentiality requirements of the terms and conditions.
- 3 The itemized pricing shown is based on quantities and schedules proposed herein; any changes may result in a pricing adjustment. Stand-alone pricing for each line item may be provided upon request.
- 4 Total extended price shown excludes any applicable Sales Tax.
- 5 In the event of unusual and significant fluctuation in commodities, freight, and/or logistics, Aclara reserves the right to adjust pricing with 30 days' notice.
- 6 Prices on any new, or issued orders, may be subject to change resulting from any new or altered government-imposed tariffs, duties or other charges of any kind

NETWORK

- 7 Total extended price shown excludes DCU mounting structures (e.g. poles, installation of poles) and site acquisition costs.
- 8 DCU installations and configurations may be a mixture of various mounting styles. Current estimates show 3 DCUs, but a detailed propagation study and site survey is needed to finalize the quantities and types. Pricing Adjustments will be required to accommodate changes in DCU type/counts (i.e. pole height parameters changing), mounting types, and installation types.
- 9 Pricing and arrangements for non-standard installations will be handled individually. Typical standard installation rate (pole and roof mount) is 3 to 5 units per day.
- 10 DCU mounting kits include standard cabling (Pole – 2x20'), additional cabling to be priced upon mounting requirements.
- 11 Add \$1,000.00 for 1-day Bucket Truck Rental if needed for access.

12 Final quantity of MTU Programmers to be determined based on installation plan and number of installers. Used to program and activate the MTU.

ENDPOINTS

13 Does not include the water meter.

14 Endpoint prices are subject to change on individual Features, Forms, Classes, Softswitches & Quantities

15 Residential Meter Softswitches that are included in above quote: i210+c

T - Time of Use (TOU)

Q - Power Quality Recording (Min, Avg, Max Voltage)

E - Event Logging Recording (up to 200 events)

V - Voltage Sag / Swell Monitor and Recording

R - Basic LP Recording, 4 Channel

K - Reactive / Apparent Energy Consumption

16 Commercial Meter Softswitches that are included in above quote: KV2c

T - Time of Use

Q - Power Quality

E - Event Logging (500 events)

V - Sag and Swell Monitoring

R - Basic Recording (8 Channels)

K - Reactive / Apparent Energy Consumption

17 The final material numbers for configured meters will be provided after award.

PROFESSIONAL SERVICES

18 Professional Service Pricing Assumptions:

1. 100 RF electric , 5 Water

2. 3 DCUs (3 electric pole sites)

3. Single Hosted Production AclaraONE environment

4. SAT integration with CIS

- CIS Account Import - Meter Life cycle updates (MultiSpeak or flat files)
- Billing and interval export (flat files)
- OMS integration (outage and restoration notification over Multispeak)
- Mobile programmer configuration

5. Utility's CIS (and other) vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. Standard inbound and outbound integrations are assumed. Standard bill export and/or interval data export is flat-file format

6. SAT Test Case duration is 10 days from start to complete

7. Aclara's professional services includes a 3 month pilot duration followed by 9 months of project management support during the mass meter deployment phase to assist with network optimization.

8. Meter installations completed by the Utility. Mass deployment will commence immediately after System Acceptance Testing approval

9. Aclara Professional Services pricing could be subject to change if Aclara Professional Services are requested to remain on the project for an extended timeframe (beyond the 6 months period).

10. Aclara will install SAT required DCUs and will immediately continue installing DCUs for mass deployment concurrently

11. Aclara assumes DCU sites will have existing AC Power or be powered by solar. If an AC DCU is required, Aclara assumes the site has existing AC, and Utility is responsible for running an AC extension line to a Utility-supplied disconnect switch with a 6-ft flexible conduit pigtail at the determined DCU mounting location.

- System Owner will provide an earth grounding point at sites selected for DCU installations
- Site acquisition not included. Utility is responsible for all site preparations prior to DCU installation, including but not limited to lease agreements, pole costs, pole planting logistics costs, engineering surveys/drawings, traffic management, permits, new site construction.
- System Owner is responsible to install antenna and run the cables. Aclara will hang the DCU cabinet and commission the unit.
- Additional cost will apply if DCUs are to be installed on water tower or lattice towers > 60ft.

12. Scope of work does not include any custom reports or customizations

13. Hardware delivery plan is not confirmed – dates are assumed.

14. FCC license fee is included.

19 The pricing above does not include the following:

1. Any DBE, MBE, WBE, FBE, VBE requirements, costs, pricing – such as, but not limited to, civil engineers, permitting/pole planting, customer outreach, call center, staff resourcing, landscape/urban planning/arborist, installation labor, large meter plumbers, excavation/concrete, vac trucks, etc.
2. Third party contractor DCU installation, site acquisition fees, lease agreements, pole costs, pole planting logistics costs, engineering surveys/drawings, traffic management, permitting, new site construction.

SOFTWARE

20 AclaraONE configuration based on total system size of (105 total endpoints) endpoints. Final AclaraONE configuration will be determined by working in conjunction with IT staff at the beginning of each contract year and pricing adjusted accordingly for that year.

ANNUAL FEES

- 21 Annual fee includes base-level support and software license maintenance.
- 22 Subject to 3% annual escalation starting in year 5.

ACLARA SGS INSTALLATION SERVICES - GRIFFIN, GA

1. General Pricing Notes

- a. Mass Deployment pricing is based on 9 month deployment, plus a 3 month mobilization period, for a total of 12 months.
- b. Pilot installs include 5 Water MTUs; 80 Residential Electric Meters and 20 Commercial Electric Meters, to be installed over a week's period.
- c. Pricing assumes no prevailing wage or union requirements.
- d. Schedule changes resulting in delays, slowdowns, or suspension of services requested by the Utility resulting from factors outside of Aclara SGS control, will result in a change order to compensate for such reasonable costs.

2. Project Price Considerations (Mass Deployment)

- a. Unit price
 - i. Installation of 16,625 Electric Meters quantities as outlined below:

Type	Quantity
Electric Meter 1s	23
Electric Meter 2s	14755
Electric Meter 2s CL320	321
Electric Meter 3s	2
Electric Meter 4s	125
Electric Meter 9s	625
Electric Meter 12s	316
Electric Meter 16s	455
Electric Meter 16s CL320	3

- ii. All necessary labor, tools, handhelds, vehicles, PPE, and field supervision required to successfully and safely complete the project.
- iii. The Work Order Management System (WOMS) for progress tracking and management. NOTE: Aclara will utility City's WOMS for the pilot installs.
- v. Call Center support to schedule appointments for return visits.
- vii. An online portal, available for the duration of the contract.

b. Project management

c. Mobilization

3. Meter Installation - Unit Price Assumptions

- a. Full route availability, in single billing cycles and no downtime due to blackout periods during the meter installation deployment.
- b. Volume discounts have been applied and reduction of the actual installation quantities by more than 2% will result in a 60% charge of the unit price (per meter type) to recover fixed costs.
- c. All meters are outdoors and readily accessible. No indoor or multi-occupancy quantities were specified.
- d. All installations are assumed to be like-for-like.
- e. One physical attempt to access each endpoint. Endpoints with access issues (e.g. Locked gate, aggressive animal, etc.) will be escalated to the Call Center to schedule an appointment and/or resolve the issue.
 - i. The Call Center will attempt to schedule an appointment for a Revisit.
 - ii. If the Call Center is unable to schedule a revisit appointment after 2 call attempts and within 10 business days of an escalation to the call center, the account will be Returned to the Utility (RTU) for resolution.

- iii. Scheduled appointments that cannot be completed due to no fault of Aclara SGS (e.g. customer is a no show for the appointment) will be RTU'd.
- f. Customer refusals of the installation will be considered an RTU.
- g. Aclara will revisit and investigate previously installed equipment at the Utility's request within 14 calendar days of installation for troubleshooting.
 - i. Aclara will charge a Return Visit Fee per occurrence.
 - ii. If the revisit determines the installation issue was caused by Aclara, there will be no charge for the revisit.
- h. RTUs and revisits will be billed at the applicable unit installation rate.
 - i. Multi-Occupancy locations.
 - i. All meters are in meter banks and/or rooms and no individual customer apartment access or appointments will be needed.
 - ii. One notice for the entire property. Individual customers will not be provided with a door hanger or a door knock before installation.
 - iii. Aclara SGS will schedule appointments with the property management company with the help of the Utility, wherever possible.
- j. GPS accuracy of +/- 3 meters is included in the pricing. We need to understand the sub-zero requirement and if that impacts the pricing.

4. Meter Installation - Unit Price Exclusions

- a. Pricing as shown does not include any taxes.
- b. No "Standby" time included
- c. No special insurance, permits, or licensing is required for any locations.
- d. No confined space installations.
- e. No meter installations higher than 6 feet.
- f. No grinding or cutting to remove security, or other locking devices.
- g. Meter lot testing for new inventory is not included.
- h. Traffic light, pole, and railroad crossing meters are not included.

5. Meter Installation - Operational Assumptions

- a. The Field Supervisor may perform meter exchanges.
- b. Aclara SGS may use a third-party subcontractor for some, or all, installations.
- c. Meter installer to supervisor staffing ratio will be done at Aclara SGS discretion, based on best practices.
- d. Routes will be made available from the utility which allow uninterrupted installation progression.
- e. Aclara SGS reserves the right to issue a change order for standby delays, work slowdowns or revisits resulting from issues other than field installation workmanship.

6. Other Services - Assumptions

- a. Pricing does not include electrical services for repairs that are not the fault of Aclara.
- b. A Hourly Installer Rate can be negotiated and applied to the following circumstances:
 - i. When field staff are requested to standby at a customer location awaiting client/utility instructions or arrival of their staff.
 - ii. When field staff are asked to exchange a meter outside of the deployment plan.
 - iii. When field staff are requested to troubleshoot properly installed equipment outside the 14 day revisit window.

7. Customer Responsibilities - Assumptions

- a. Utility will provide all consumables required to install electric meters (e.g. meter rings, seals, barrel lock keys and/or other locking devices for all meter sizes, forms, and classes).
- b. Utility will deliver a CIS file containing all necessary data required (defined at project kickoff) for the WOMS development and integration. Examples below, but not limited to:
 - i. Customer account number
 - ii. Customer name/address/phone number

- iii. Meter mfg/form/class/serial #
 - iv. Location type (residential/commercial)
 - v. Billing cycle
 - vi. GIS Lat/Long
 - vii. Customer notes (e.g. bad dog, location etc.)
 - viii. Unique premise number
- c. Storage, management and disposal of new and removed "legacy" meters.
- d. Customer is responsible for any project related printed materials (e.g. project notification letters, design, postage, signage, etc.)
- e. Utility will provide a secure location to store the new/legacy meters assigned to Aclara and to park the vehicles overnight.

Larry Kratochwill

941-894-7844

kratochwill@hubbell.com

Jim Hendricks

704-245-5453

jhendricks@hubbell.com

AGREEMENT FOR SOFTWARE DELIVERABLES AND CERTAIN SERVICES

This Agreement for Software Deliverables and Services (“Agreement”) is made this _____, (“**Effective Date**”) by and between **Aclara Technologies LLC**, a limited liability company of the State of Ohio with offices at 77 Westport Plaza, Suite 500, St. Louis, Missouri 63146 (“**Provider**”), and **City of Griffin**, a Georgia municipal corporation with offices located at 100 S. Hill Street, Griffin, Georgia 30223 (“**Customer**”). Individually, Aclara and Customer may be referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS, Provider provides certain software-as-a-service offerings, professional services and deliverables to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings, professional services and/or deliverables described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the following terms and conditions, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider agrees to perform the Services and provide the Deliverables for Customer pursuant to the terms of this Agreement.

ARTICLE 1. DEFINITIONS

Certain terms used in this Agreement are defined in this Article 1. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

- 1.1. “**Acceptance Criteria**” shall mean, with respect to a Deliverable, a mutually agreed upon statement defining the criteria for acceptance of that Deliverable. With respect to Services, Acceptance Criteria shall mean a statement defining the criteria for acceptance of that Service.
- 1.2. “**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.
- 1.3. “**Aclara Materials**” means the Services, Specifications, Documentation, and Aclara Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Aclara or any subcontractor in connection with the Services or otherwise comprise or relate to the Services or Aclara Systems. For the avoidance of doubt, Aclara Materials include Resultant Data and any information, data, algorithms or other content derived from Aclara's monitoring of Customer's access to or use of the Services.

- 1.4. **“Aclara Systems”** means the information technology infrastructure used by or on behalf of Aclara in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Aclara or through the use of third-party services
- 1.5. **“Affiliate(s)”** means, with respect to any entity, any other entity that owns, directly (or indirectly through one or more intermediaries) controls or is controlled by, or is under common control with, such entity.
- 1.6. **“Agreement”** shall consist of this document (including attachments, schedules and addendums to the Agreement), SOW (if any), and Purchase Order issued under the Agreement.
- 1.7. **“Authorized User”** means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.
- 1.8. **“Claims”** means any claim, action, cause of action, demand, lawsuit, whether at law, in equity, or otherwise brought by a third party.
- 1.9. **“Cloud Services”** shall mean software services comprised of a software licensing model in which access to the software and its updates/maintenance are provided on a subscription basis.
- 1.10. **“Confidential Information”** includes, without limitation, (a) non-public information and/or private business information developed, collected or created by Party (b) a Party's Proprietary Information and (c) trade secret information including technical or non-technical data, formulae, patterns, compilations, client lists, business plans, programs, devices, methods, techniques, drawings, diagrams or processes, data, databases, software, specifications, in any form or format that (i) are not generally known in the trade or business of a Party, (ii) have direct or indirect, tangible or intangible, actual or potential value, (iii) are not readily ascertainable from publicly available information, and (iv) are the subject of reasonable protection measures taken by Party.
- 1.11. **“Customer Data”** means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer by or through the Services.
- 1.12. **“Customer Systems”** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services, other than Aclara provided services.
- 1.13. **“Deliverable”** shall mean Professional Services (if any), Software Deliverable, hardware, products, and other tangible goods and materials, including data, delivered to Customer under this Agreement or any SOW.
- 1.14. **“Designated Equipment”** shall mean the computer equipment of Customer in which Aclara loads the Software or the Customer's back-up computer equipment and such additional equipment as Customer may from time to time designate in writing, which such back-up equipment and such additional equipment shall meet Aclara's applicable specifications .
- 1.15. **“Disaster Recovery Plan”** means the establishment of the processes necessary to enable the recovery of vital data, software, systems, and networks following a natural or human-induced disaster or equipment failure.

- 1.16. “Documentation”** means the user manuals and supporting documentation in electronic form containing copyrighted material and other Proprietary Information of Aclara provided with the Deliverable or Services under this Agreement.
- 1.17. “Endpoint”** referred to herein, is the aggregate sum of deployed Aclara endpoints and/or edge-devices, including, but not limited to, electric, water, and/or gas metering endpoints, LCTs, DRUs, CSTs, ALCs, Zonescan devices.
- 1.18. “Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Software Services or Aclara Systems as intended by this Agreement. Harmful Code does not include any Aclara disabling device.
- 1.19. “Hosting Services”** shall mean any Software Services (whether performed by Aclara or through a third party) that involve hosting data, software, or services external to Customer.
- 1.20. “Implementation Fees” shall** mean fees associated with the Services required to implement the Software Deliverables and/or Software Services, if any, as identified in the Statement of Work (SOW).
- 1.21. “Intellectual Property Right”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights, moral rights and mask-works; (b) trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof, now or hereafter in force (including any rights in any of the foregoing).
- 1.22. “Issue”** means a problem with the Software Services, identified by the Customer, which requires a response by Aclara to resolve.
- 1.23. “Licensing Parameters”** means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, etc.) and Utilities as set forth on Attachment A
- 1.24. “Losses”** shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
- 1.25. “Object Code”** means the instructions or statements comprising the Software expressed in machine-readable language, being the machine level representations that actually cause the computer to execute instructions and operations.
- 1.26. “Patch”** shall mean a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.

- 1.27. **“Personal Identifying Information” or “PII”** shall mean Customer Data which contains any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any (1) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina, iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code;
- 1.28. **“Private Label Site”** the private label versions of the Software the Provider hosts and maintains.
- 1.29. **“Project”** shall mean the Services and/or Deliverables as set forth in an individual SOW.
- 1.30. **“Professional Services** shall mean any software implementation and testing, information technology or engineering services that may be provided to the customer under a SOW.
- 1.31. **“Proprietary Information”** shall mean any data, documentation, methods, processes, materials, and all other information that is owned by either Party or an Affiliate thereof.
- 1.32. **“Purchase Order”** shall mean the document issued on behalf of Customer authorizing the commencement of Services or the delivery of Deliverables.
- 1.33. **“Representatives”** means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.
- 1.34. **“Resultant Data”** means data and information related to Customer's use of the Services that is used by Aclara in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 1.35. **“Security Incident”** means one or more unwanted or unexpected information security events that could possibly compromise the security of information and weaken or impair business operations.
- 1.36. **“Severity Level”** means a designation of the effect of an Issue on the Customer's use of the System as set forth in Exhibit C, Maintenance and Support Services.
- 1.37. **“Services”** shall mean any Professional Services , and Software Services, provided to Customer under this Agreement, and any SOW or Purchase Order referencing this Agreement.
- 1.38. **“Software”** means the software described on Attachment A as “Aclara Software”.
- 1.39. **“Software Deliverable”** shall mean Software loaded on the Designated Equipment and delivered to Customer under this Agreement or any SOW.
- 1.40. **“Software Services”** shall mean software maintenance and support and either Hosting Services or Cloud Services.

- 1.41. “Statement of Work (“SOW”)”** shall mean an attachment to this Agreement, where applicable and substantially in the form of Exhibit A hereof, that states, with respect to each Project: A detailed description of the Professional Services and Deliverables; work schedule (including the due dates related to the applicable Deliverables and Professional Services, and any milestone dates); specifications, performance standards and functional requirements; documentation, and; fees and payment schedule. In the event of a conflict between an SOW and the provisions of this Agreement, the Agreement shall take precedence.
- 1.42. “Supplemental Services”** shall mean the services set forth on Exhibit C-3 hereto, and offered at the prices set forth on Exhibit C-3 hereto.
- 1.43. “Support Fees”** shall mean the fees identified in Exhibit B, Fees billed annually for the maintenance and support services provided to the Software Deliverables as set forth in Exhibit C-2.
- 1.44. “System Incident”** a Security Incident with the potential of causing irreparable or significant damage, corruption, or loss (compromise) of Confidential Information.
- 1.45. “Third Party Deliverable”** means the Deliverable described on Attachment A as “Third Party Software—Included in this Agreement.
- 1.46. “Third-Party Materials”** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Aclara.
- 1.47. “Vulnerability”** shall mean a weakness in a product that could allow an attacker to compromise the integrity, availability, or confidentiality of that product.

ARTICLE 2. THE SERVICES AND DELIVERABLES

2.1 Services Description.

The Professional Services to be provided hereunder shall be set forth in individual SOWs attached hereto.. Each such SOW shall detail the nature of the Professional Services and Deliverables, which may be further defined by attachments. Aclara will provide the Services and Deliverables which are designated in the SOW, within the timeframe set forth therein.

2.2 Software Deliverables.

For Software Deliverables furnished by Aclara to Customer, the following provisions shall apply:

- (a) Grant of License
- (i) Aclara hereby grants to the Customer a non-exclusive, royalty-free, worldwide, non-transferable license and perpetual (subject to termination as set forth herein) Object Code license to use the Software Deliverable on the Designated Equipment solely in connection with Customer’s use of the System and only for the purposes set forth in Section 2.2 (a)(ii) copy the Software.
- (ii) Notwithstanding any other provision in this Agreement to the contrary, and for no additional or incremental license fees and only for internal business purposes, the Customer may: (a) make a reasonable number of copies of the software Deliverable for back-up or archival purposes or (b) operate the Software Deliverable on the Designated Equipment for testing the Software Deliverable.

(iii) Third-Party Deliverables are sublicensed by Aclara to Customer pursuant to sublicensing agreements with the respective third parties identified on Attachment A.

(b) Restrictions on Use

- (i) Parameters. Customer use of the Software Deliverable is restricted to the Licensing Parameters. Use of the Software Deliverable outside the Licensing Parameters is subject to the express written consent of Aclara and the payment of all required additional Fees.
- (ii) Alterations. Customer's use of the Software Deliverable is limited in that Customer is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Software Deliverable.
- (iii) Compliance with Laws. Customer's use of the Software Deliverable is limited in that it must use the Software Deliverable and the Documentation in accordance with all applicable laws and regulations of the United States and the States, Country and localities in which the Software Deliverable and Documentation is used.
- (iv) Use on Designated Equipment. Customer's use of the Software Deliverable is restricted to use on the Designated Equipment. Should Customer desire to transfer the operation of the Software Deliverable to a computer other than the Designated Equipment, Customer shall notify Aclara upon such transfer. Such computer must meet the specifications of the Designated Equipment. Upon such notification, such computer shall become the Designated Equipment. Under no circumstances may the Licensed Software be used for production purposes on other than the Designated Equipment.
- (v) Temporary Use. Without notice to Aclara, Customer may temporarily transfer the operation of the Software Deliverable to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative status and processing of the data already entered into the back-up computer is completed.

2.3 Software Services.

(a) Access and Use.

- (i) Hosting Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Aclara hereby grants Customer a non-exclusive, non-transferable right to access and use the Hosting Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions herein. Aclara shall provide to Customer the Access Credentials within a reasonable time following the Effective Date.
- (ii) Cloud Services. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Aclara will provide functionality on Aclara Systems to enable Customer to access the Cloud Services and triggers that provide access to the Software used to collect Customer Data. Aclara hereby grants Customer a non-exclusive, non-transferable right to access and use the Cloud Services during the Term, solely for its own internal business purposes in accordance with the terms and conditions herein. Aclara shall provide to Customer the Access Credentials within a reasonable time

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following the Effective Date.

- (b) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:
- (i) Aclara has and will retain sole control over the operation, provision, maintenance, and management of the Aclara Materials; and
 - (ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Aclara Materials by any Person by or through the Customer Systems or any other means controlled by Customer, including any: (i) information, instructions, or materials provided by any of them to the Services or Aclara; (ii) results obtained from any use of the Services or Aclara Materials; and (iii) conclusions, decisions, or actions based on such use.
- (c) Use Restrictions. Customer shall not, and shall not permit any other person to, access or use the Services or Aclara Materials except as expressly permitted by this Agreement and, in the case of Third-Party Deliverables, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- (i) copy, modify, or create derivative works or improvements of the Software Services or Aclara Materials;
 - (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software Services or Aclara Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software Services or Aclara Materials, in whole or in part;
 - (iv) bypass or breach any security device or protection used by the Software Services or Aclara Materials or access or use the Software Services or Aclara Materials other than by valid Access Credentials;
 - (v) input, upload, transmit, or otherwise provide to or through the Software Services or Aclara Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software Services, Aclara Systems, or Aclara's provision of services to any third party, in whole or in part;
 - (vii) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, EULA, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Software Services or Aclara Materials, including any copy thereof;

- (viii) access or use the Software Services or Aclara Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Aclara customer), or that violates any applicable Law;
 - (ix) access or use the Software Services or Aclara Materials for purposes of competitive analysis of the Software Services or Aclara Materials, the development, provision, or use of a competing software service or product or any other purpose that is to Aclara's detriment or commercial disadvantage; or
 - (x) otherwise access or use the Software Services or Aclara Materials beyond the scope of the authorization granted under this Section 2.3.
- (d) Customer Obligations.
- (i) Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Software Services are accessed or used; (b) provide Aclara Personnel with such access to Customer's premises and Customer Systems as is necessary for Aclara to perform the Software Services; and (c) provide all cooperation and assistance as Aclara may reasonably request to enable Aclara to exercise its rights and perform its obligations under and in connection with this Agreement.
 - (ii) Effect of Customer Failure or Delay. Aclara is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").
 - (iii) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3(c) Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Software Services and Aclara Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Aclara of any such actual or threatened activity.
 - (iv) **(Applicable for Profield® Software Solution)** Prior to commissioning the Software Services, Customer shall supply a list of the names of all users who are authorized to use the Software Services. Customer shall keep the list current at all times and promptly inform Aclara of any change in Customer End Users. Customer will strictly enforce each Customer End User's user identification and password controls, to ensure that Customer End User's identity is not used to access the Software Services by any other person.

2.4 Documentation.

Subject to the terms and conditions set forth herein, Aclara hereby grants to Customer, and Customer accepts, a fully paid, non-exclusive, non-transferable, license to use the Documentation during the Term of this Agreement and solely in connection with its use of the Software Deliverable or Software Services.

2.5 Maintenance and Support Services.

For Hosting and Cloud Services furnished by Aclara to Customer, Aclara shall provide service level standards, as set forth in Exhibit C-1, Software Services Schedule. For Software Deliverable furnished by Aclara to Customer, Aclara shall provide maintenance and support services as set forth in Exhibit C-2. For Supplemental Services furnished by Aclara to Customer, Aclara shall provide such services in accordance with Exhibit C-3.

2.6 Changes.

(a) Aclara reserves the right, in its sole discretion, to make any changes to the Services and Aclara Materials that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Aclara's services to its customers; (ii) the competitive strength of or market for Aclara's services; (iii) the Services' cost efficiency or performance; or (iv) to comply with applicable Law.

(b) Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with the change procedure set forth in the SOW. In the event of a change, the Parties will use commercially reasonable efforts to negotiate and execute a "Change Order" to the Statement of Work setting forth all necessary updates. Each Change Order shall include, as applicable, changes to the Services, Deliverables, Work Schedule, fees or other material terms of the Statement of Work, and, upon execution thereof, Aclara waives any claim resulting from the Change for additional compensation or change to the Work Schedule except as set forth in the Change Order, including, without limitation, claims related to lost productivity and lost efficiency. No claim for additional compensation or an adjustment to the Work Schedule shall be allowed unless the same was authorized by a written Change Order executed by an authorized representative of both parties in advance of the performance of the applicable Services or Deliverables.

2.7 Reservation of Rights.

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Aclara Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All rights, title, and interest in and to the Services, the Aclara Materials, and the Third-Party Materials are and will remain with Aclara and the respective rights holders in the Third-Party Materials.

ARTICLE 3. TERM**3.1 Initial Term.**

The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for a period of twelve (12) months from such date, or until the termination of the trial phase Master Services Agreement, whichever is sooner (the "Initial Term").

3.2 Renewal Term. RESERVED**ARTICLE 4. PAYMENT****4.1 Billing Rate.**

4.1.1. The Fees for the Deliverables and Services provided hereunder shall be set forth in Exhibit B, Fees. Aclara will invoice Customer for the Deliverables and Services as follows: (a) for Software Deliverables, Aclara will invoice Customer upon contract execution; (b) for Professional Services, Aclara will invoice

Customer as set forth in the SOW; and (c) for Cloud Services/Hosting Services, Aclara will invoice Customer the Annual Service Provider (ASP) Fees annually in advanced and shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the ASP Fee shall be subject to adjustment not to exceed three percent (3%) at the commencement of each Renewal Term.

4.1.2. Support Fees for Software Deliverables. The charge for the service level selected by the Customer shall be at the annual Support Fee as identified in Exhibit B during the Initial Term of this Agreement. The annual Support Fee shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Term, upon receipt of a 30 day notice, the Fee shall be subject to adjustment not to exceed three percent (3%) at the commencement of each Renewal Term.

4.1.3. Partial Services. Aclara reserves the right to invoice the Customer for any partial month services which may result from the Effective Date or date of termination of this Agreement, at a prorated charge.

4.1.4. Reinstatement Fee. In the event that Customer terminates or elects not to renew this Agreement and subsequently wishes to reinstate it, in addition to paying Aclara's then current fees and charges, Customer shall also pay Aclara, a reinstatement charge. The reinstatement charge shall include a lump sum equal to the total fees and charges which would have been paid for the period of lapse had the lapse not occurred: provided, however that if the lapse period is three (3) years or longer, Aclara shall have the option at its sole discretion to refuse to reinstate said Agreement.

4.2 Due Dates for Payment.

Payments for all invoices shall be due and payable thirty (30) days from the date of receipt. Any amounts not paid when due shall bear interest at the lesser of one- and one-half percent (1 ½%) per month or the highest permitted by law until paid. In the event that annually Fees remain unpaid for more than thirty (30) days after becoming due for payment, Aclara shall be entitled to withdraw the Maintenance or Software Services.

4.3 Taxes.

Aclara shall be responsible for all corporate taxes measured by net income due to performance of, provision of or payment for Services or Deliverables under this Agreement ("Aclara Taxes"). Customer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Aclara or its subcontractors) in relation to the Agreement or the performance of, provision of or payment for Services or Deliverables under the Agreement other than Aclara Taxes ("Customer Taxes"). The price does not include the amount of any Customer Taxes. If Customer deducts or withholds Customer Taxes, Customer shall pay additional amounts so that Aclara receives the full Price without reduction for Customer Taxes. Customer shall provide to Aclara, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

ARTICLE 5. TIME FOR PERFORMANCE

5.1 Delivery.

(a) Aclara shall use commercially reasonable efforts to deliver the Deliverables and provide the Services within the times set forth on Exhibit A. Purchaser understands and agrees that the ability of Aclara to make such deliveries and provide such Service within such times is dependent upon the timely issuance of Purchase Orders (if required) and timely performance of Customer's Obligations. Customer agrees that it will use commercially reasonable efforts to cause Customer's personnel to perform their

respective obligations in a timely fashion and to cooperate with Aclara in scheduling their respective Services.

(b) Except as specified in an SOW or Purchase Order, Deliverables shall be FCA Aclara's facility, and pursuant to the delivery schedule, if any, set out in said SOW or Purchase Order.

5.2 Project Schedule.

The schedule for the Deliverables and Services (the "Project Schedule") shall be determined on a project-by-project basis as more particularly described in the applicable SOWs. The Project Schedule shall begin and end as specified on such SOWs, which shall list the Deliverables and Services involved, the schedule for delivery and performance, any milestone dates, and the deadline for the completion of all such activities.

5.3 Acceptance.

Acceptance of the Deliverables and Services shall be in accordance with Acceptance Criteria set forth in the SOW.

ARTICLE 6. SECURITY

6.1 Secure Environment.

For hosting services and cloud services Aclara will implement and maintain secure systems and environment according to the following terms: (a) utilize only datacenters that are certified as SSAE 18 SOC 2 compliant, with actively-managed multi-layered security and redundant power systems; (b) maintain firewall protection; (c) maintain antivirus software with automated monitoring; (d) encrypt all PII data at rest and in transit; (e) perform monthly vulnerability scanning; and (f) perform annual security penetration testing.

6.2. Disaster Recovery.

Aclara shall maintain appropriate backups of all Customer data. Aclara shall maintain Disaster Recovery plans and exercise Disaster Recovery plans on an annual basis for the cloud services provided. For hosting services, Aclara shall, at Customer's request and expense, offer Disaster Recovery services and exercise Disaster Recovery plans on an annual basis for Customer.

6.3. Incident Response.

In the event of an Aclara, or subcontractor, System Incident, Aclara shall: (a) promptly, but in no event more than 48 hours of becoming aware of the incident, notify Customer; (b) then provide Customer with a written report within the subsequent 48 hours detailing the scope of the incident and the measures taken to by Aclara to respond to the incident; and (c) use best efforts to remedy the incident and prevent any further or recurrent incidents at Aclara's expense in accordance with applicable privacy laws, regulations, and standards.

6.4. Vulnerability Remediation.

Aclara shall take full responsibility for the comprehensive remediation of security vulnerabilities found in Aclara's hosting services and cloud services that could reasonably result in a System Incident.

6.5 Customer Control and Responsibility.

Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer

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Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Aclara Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.6 Access and Security.

Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

6.7 Harmful Code.

Aclara represents, warrants and covenants that: (a) Aclara will use its best efforts to ensure that no Harmful Code is introduced into the software, Customer Data or other Deliverables, or any systems used to perform the Services, and Aclara will not insert into any software any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging any Customer Data, systems or functionality.

ARTICLE 7. TERMINATION

7.1 Termination.

(a) either Party may terminate this Agreement at any time upon delivery thirty (30) days prior written notice to the other Party.

(b) either Party may terminate this Agreement, effective upon delivery of at least ten (10) days prior written notice to the other Party, (i) if the other Party materially breaches this Agreement, and (ii) further fails within thirty (30) days (or within such longer period as may be otherwise mutually agreed) after the non-breaching Party provides the breaching Party with written notice of such breach; and

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.2 Effects of Termination

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate;

(b) Aclara shall cease all use of any Customer Data or Customer's Confidential Information and at the request of the Customer within a commercially reasonable time (i) return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently

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erase all Customer Data and Customer's Confidential Information from all systems Aclara directly or indirectly controls, provided however, Aclara that may retain copies of such information that is stored in Aclara's archive or back-up systems or as required by applicable law or Aclara's document retention policy;

(c) Customer shall immediately cease all use of any Services or Aclara Materials and (i) promptly return to Aclara, or at Aclara's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Aclara Materials or Aclara's Confidential Information and (ii) permanently erase all Aclara Materials and Aclara's Confidential Information from all systems Customer directly or indirectly controls; provided that Customer may retain copies of such information that is stored in Customer's archive or back-up systems or as required by applicable law or Customer's document retention policy ; and (iii) certify to Aclara in a signed written instrument that it has complied with the requirements of this Section 7.2(c);

(d) Aclara may disable all Customer and Authorized User access to the Aclara Materials;

(e) if either Party terminates this Agreement pursuant to Section 7.1(a), Aclara shall be paid all Fees related to Deliverables provided and Services performed prior to the effective date of termination.

ARTICLE 8. CONFIDENTIALITY

8.1 Confidentiality.

From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), Confidential Information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within thirty (30) days thereafter, is summarized in writing and confirmed as Confidential Information. The Parties shall hold all Confidential Information of the other Party confidential, and shall not use or disclose it to others (except as is necessary to perform its obligations under the Contract and with the prior written consent of the Disclosing Party). The Receiving Party shall maintain security measures designed to: (i) protect the security and confidentiality of the Confidential Information of the Disclosing Party; (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8.

8.2 Exclusions.

Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that to the Receiving Party's reasonable knowledge was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3 Compelled Disclosure.

If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.1; and

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(b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.3, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.4. In the event of a breach of this Section 8, the breaching Party shall indemnify the non-breaching Party, to the extent permitted by law, if any, for any Losses associated with the breach of this Section 8.

ARTICLE 9. INDEMNITY

For the purpose of this **Section 9** only, "Customer Parties" shall mean Customer, its directors, officers, agents and employees, contractors and subcontractors (other than Seller), assignees, subsidiaries and affiliates, and each of them; "Aclara Parties" shall mean Aclara, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and each of them.

9.1 General Indemnity for Deliverables and Services.

(a) Aclara shall indemnify Customer Parties for Losses arising from Claims, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more Customer Parties involving injuries or damages to persons or property arising from: (a) the negligent acts or omissions of Aclara Parties in connection with the delivery of Deliverables or performance of Services; or (b) Losses resulting from any incident involving the supply, access or maintenance of data or the networks and systems that store, process or transmit such data under this Agreement provided that: (i) Customer promptly notifies Aclara in writing of such Claims; (ii) Customer fully cooperates with Aclara in assisting in the defense or settlement of such Claims; and (iii) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims. Aclara shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Customer, any suit or action brought against Customer Parties based upon such Claims. Further, provided that Customer promptly notifies Aclara in writing of any alleged violations described below, Aclara shall also indemnify Customer Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Aclara Parties. Aclara's obligations under this **Section 9.1 (a)** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Customer Parties.

(b) To the extent permitted by law, if any, Customer shall indemnify Aclara Parties for Losses from Claims for injuries or damages to persons or property arising from or in any manner relating to acts or omissions of Customer Parties under this Agreement provided that: (i) Aclara promptly notifies Customer in writing of such Claims; (ii) Aclara fully cooperates with Customer in assisting in the defense or settlement of such Claims; and (iii) Customer has the sole right to conduct the defense of such Claims or to settle such Claims. Customer shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Aclara, any suit or action brought against Aclara Parties based upon such Claims. Further, provided that Aclara promptly notifies Customer in writing of any alleged violations described below, Customer shall also indemnify Aclara Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to the work arising from or relating to acts or omissions of Customer Parties. Customer's obligations under this **Section 9.1 (b)** shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Aclara Parties.

9.2 **Intellectual Property Indemnity**

(a) Aclara shall defend and indemnify Customer against any Claims alleging that Deliverables or Services furnished under this Agreement infringe a patent in effect in the U.S., an EU member state or the country of the site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of in which the premises where Deliverables are used or Services are performed, not including Aclara's premises from which it performs Services provided that (i) in the case of software Deliverables, it is the latest released version of the software; (ii) Customer promptly, and in any event, within ten (10) days of becoming aware of the Claims, notifies Aclara in writing of such Claims; (iii) Customer makes no admission of liability and does not take any position adverse to Aclara; (iv) Customer provides Aclara with full disclosure and fully cooperates with Aclara in assisting in the defense or settlement of such Claims and (v) Aclara has the sole right to conduct the defense of such Claims or to settle such Claims .

(b) Notwithstanding the foregoing, if any software or other Deliverable provided by Aclara under the terms of this Agreement becomes, or in Aclara's reasonable opinion is likely to become, the subject of any infringement or misappropriation claim or proceeding, then Aclara shall, at its sole option and expense shall either: (i) obtain for Customer the right and license to continue to use the software or other Deliverable in the manner permitted under this Agreement; or (ii) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing; or (iii) failing (i) or (ii), take back infringing Deliverable or Services and refund the price received by Aclara attributable to the infringing Deliverable or Services. Notwithstanding the foregoing, Aclara shall not be liable for any Claims based upon (1) the combination or use of Deliverables or Services with any other equipment or software not supplied or authorized by Aclara, or (2) Customer's possession or use of any altered version of the Deliverable or Services unless such alteration has been performed or expressly authorized by Aclara, or (3) failure of Customer to implement any update provided by Aclara that would have prevented the Claims, or (4) Deliverables or Services made or performed to Customer's specifications.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2 Additional Aclara Representations, Warranties, and Covenants. Aclara represents, warrants, and covenants to Customer that Aclara will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally

recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.3. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 11. INSURANCE

11.1 Minimum Insurance Coverages.

In the event that Aclara's obligations hereunder require or contemplate performance of Services by Aclara's employees, or persons under contract to Aclara, to be done on Customer's property, or property of the Customer's customers, Aclara agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Customer. Further, in such event, Aclara shall maintain:

(a) General Liability insurance on a one million dollar (\$1,000,000), per occurrence basis; and

(b) Statutory workers compensation insurance.

(c) Cyber Risk Liability and Technology Errors and Omissions Insurance. Aclara shall maintain cyber risk liability and technology errors and omissions insurance with a combined aggregate limit of not less than \$5,000,000.00. Such insurance shall cover errors, omissions or negligent acts in the delivery of Services under this Agreement. Such cyber risk liability insurance shall include coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime).

(d) Customer shall be provided for as an additional insured or loss payee as its interest may appear on the policy referred to in **Section 11.1(a)** above.

ARTICLE 12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 To the extent permitted by law, each Party's total liability to the other Party in connection with this Agreement, whether in contract or in tort, shall be limited to the aggregate sum of payments made by Customer to Aclara under an applicable SOW or Purchase Order. This Section 12.2 shall not apply to liability based on claims for personal injury (including death) or third-party property damage under Section 19, or liability based on claims for infringement indemnification under Section 12.1 hereof or Seller's non-compliance with Applicable Laws as set forth in Section 7.1 or Seller's breach of its confidentiality obligations under Article 9 below

ARTICLE 13. FORCE MAJEURE

It is understood that, at times, unavoidable delays result from causes which may reasonably be presumed to be beyond the control of Aclara, or Customer such as: Acts of providence, floods, fortuitous events, unavoidable accidents, riots, strikes, and lock outs. Should the progress of the Services or Deliverables be or seem to be delayed at any time for such causes, the Party claiming force majeure shall notify the counterparty in writing of the occurrence, in order that a record of same may be made. For force majeure events declared by Aclara, a corresponding extension of time for the completion of the Services or Deliverables shall be allowed by Customer. Aclara and Customer shall in good faith use such effort as is reasonable under all the circumstances known to it at the time to remove or remedy the cause(s) and mitigate the damage associated with a force majeure event.

ARTICLE 14. AUDIT RIGHTS

14.1 Audit Rights General.

Customer and its representatives shall have the right to audit activities which are performed under this Agreement on a time and material basis. Aclara will provide access to Aclara personnel, and to data and records, for the purpose of performing audits and inspections to verify the accuracy of Aclara's charges and invoices for Services provided on a time and material basis. Aclara will provide to such auditors and representatives such assistance, as they reasonably require. Aclara will cooperate fully with Customer or Customer's designees in connection with audit functions. If Customer performs such audits via an independent audit firm, Customer will take reasonable steps to ensure that the audit firm will protect the confidentiality of Aclara's Proprietary Information.

(a) If an audit uncovers any overcharge, Aclara shall immediately refund such overcharge (net of any undercharges uncovered by the audit).

(b) Aclara shall maintain and provide access upon request to records, documents and other information required to meet Customer's audit rights under this Agreement until the later of: (i) 3 years after expiration or termination of this Agreement; or (ii) all pending matters relating to this Agreement (e.g., disputes) are closed.

(c) In addition, Aclara shall use commercially reasonable efforts to assist Customer with respect to ensuring that all subcontractors and vendors adhere to and comply with the same requirements herein.

14.2. Upon the Customer's written request, Aclara shall provide within thirty (30) days of receipt and at no additional cost to Customer, a copy of a SSAE 18 SOC 2 – Type II report of Aclara's measures with respect to electronic data for Hosting and Cloud Services which has been audited by an independent CPA or similarly qualified third party.

ARTICLE 15. GENERAL CLAUSES

15.1 Relationship of the Parties.

Aclara is performing under the Agreement as an independent contractor. Aclara has the sole right and obligation to supervise, control, manage, and direct all work associated with the Deliverables and Services to be performed by all individuals and entities it assigns to perform work under this Agreement, which includes, but is not limited to, its employees, its contractors, and its subcontractors' employees, and Aclara agrees that none of these persons or entities are employees or should be considered employees of Customer. As to these persons or entities Aclara assigns to perform work under this Agreement, Aclara will be solely responsible for: (a) the acts and omissions of all such persons and entities, (b) payment of compensation to such persons and entities, and (c) any injury to such persons in the course of their employment.

15.2 Publicity.

Neither Party may announce or release any information regarding this Agreement or its relationship with the other Party without the other Party's express prior written approval (which may be withheld in the other Party's sole discretion). Neither Party shall use any trade name, trademark, service mark or any other information which identifies the other Party or any of the other Party's Affiliates in such Party's sales, marketing and publicity activities, including postings to the Internet, interviews with representatives of any written publication, television station or network, or radio station or network without the other Party's express prior written approval. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's Parent's) disclosure obligations under any applicable law or requirement of any stock exchange.

15.3 Non-Solicitation/No-Hire.

Neither Party shall solicit or hire, in any capacity whatsoever, any of the other Party's employees involved in this SOW during the term of this SOW and for a period of six (6) months from the expiration/termination hereof, without the express written consent of the other Party; provided, however, that nothing shall prevent general solicitations by either Party not specifically directed at the other Party's employees and any hiring as result of such general solicitations.

15.4 Assignment.

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.

ARTICLE 16. GOVERNING LAW AND DISPUTE RESOLUTION**16.1 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA.

16.2 Dispute Resolution.

All disputes arising in connection with this Agreement, including any question regarding its existence or validity shall be resolved in accordance with this **Section 16**. If a dispute is not resolved by negotiations, either Party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either Party may commence court proceedings.

16.3 Notwithstanding the foregoing, each Party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in **Article 8**. Monetary damages shall only be available in accordance with **Article 12**.

ARTICLE 17. NOTICES

All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile (with a copy provided by another means specified in this **Article 17**), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days after the day of mailing, when mailed by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of Aclara:

Aclara Technologies LLC
Attn: Legal
77 Westport Plaza Drive
Suite 500
St. Louis, MO 63146

With a copy (which shall not constitute Notice) to:

Hubbell Incorporated
Attn: General Counsel
40 Waterview Drive
Shelton, CT 06484

In the case of Customer:

City of Griffin
100 S. Hill Street
Griffin, GA 30223

Either Party may from time to time change the individual(s) to receive notices under this paragraph and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

ARTICLE 18. COMPLIANCE WITH LAWS, CODES, AND STANDARDS

18.1 Aclara shall comply with laws applicable to the manufacture of Deliverable and its performance of Services. Customer shall comply with laws applicable to the application, operation, use and disposal of the Deliverables and Services.

18.2 Aclara's obligations are conditioned upon Customer's compliance with all U.S. and other applicable trade control laws and regulations. Customer shall not trans-ship, re-export, divert or direct products other than in and to the ultimate country of destination declared by Customer and specified as the country of ultimate destination on Aclara's invoice.

18.3 Notwithstanding any other provision, Customer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments,

and foreign exchange authorizations, required for the lawful performance of Services at the Customer's site or fulfillment of Customer's obligations, except that Aclara shall obtain any license or registration necessary for Aclara to generally conduct business and visas or work permits, if any, necessary for Aclara's personnel. Customer shall provide reasonable assistance to Aclara in obtaining such visas and work permits.

ARTICLE 19. HEADINGS

The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the Parties, and they shall not affect the construction and interpretation of this Agreement.

ARTICLE 20. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

ARTICLE 21. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE 22. RESERVATION OF RIGHTS

A delay or failure in enforcing any right or remedy afforded hereunder shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

ARTICLE 23. AMENDMENT AND MODIFICATION; WAIVER

No amendment to or modification of this Agreement is effective unless it is in writing identified as an amendment to this Agreement and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

ARTICLE 24. SURVIVAL

The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 2.2(b) Section 2.3(c), Section 7.2, Article 8, Article 9, Article 10, Article 12, Article 15 and Article 24.

ARTICLE 25. ENTIRE AGREEMENT

Aclara-Griffin, City of

Exhibit C

The Agreement contains the entire agreement and all representations between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date above written.

Aclara Technologies LLC

City of Griffin

By:  _____
EDF890DBCCBF4DE...

By: _____

Name: Kumi Premathilake

Name: _____

Title: DVP AMI and Services

Title: _____

Attest: _____

Jessica W. O'Connor, Secretary

Approved as to Form:

Andrew J. Whalen, III, City Attorney

Aclara-Griffin, City of

Exhibit C

**ATTACHMENT A-
SOFTWARE**

I. ACLARAONE® SOFTWARE

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model</u>	<u>Qty</u>	<u>Software Parameters</u>	<u>Qty</u>
Aclara	AclaraONE® Software as a Service (RF Electric, Water) Trial	SW-3010A-E-RF	1	Endpoints ¹	105 ²
				Maximum Utilities	1 ³
Aclara	MTU Mobile Programmer	SW-1050A	1	Endpoints ¹	Included in Trial

II. THIRD PARTY SOFTWARE - NOT INCLUDED IN THIS SOFTWARE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>
RESERVED					

III. THIRD PARTY SOFTWARE - - INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment</u>	<u>Licensing Parameters</u>	<u>Product</u>
RESERVED				

IV. COMPONENTS INCLUDED IN THIS SOFTWARE AND ASSOCIATED FEES: ONE TIME FEE

IV.A RESERVED

¹ Endpoints count the aggregate sum of all Aclara electric, water and/or gas hardware devices controlled (e.g. meters + DRUs +CSTs +IHDs, DCUs).

² If software exceeds the quantity of stated Endpoints above, Customer will pay the price per endpoint times the number of endpoints for hosted annual fee.

³ This software is for use in Customer’s own utility business. Use of the Software to provide AMI-related services to other utilities/entities (i.e. “Multi-Utility”) is strictly prohibited unless otherwise noted and provided for herein.

Aclara-Griffin, City of

Exhibit C

V. PER-METER INCREMENTAL PRICE PER ENDPOINT”:

PRICE PER ENDPOINT

Item No. Level of Services Fees

RESERVED

VI. ACLARAONE® TRIAL SOFTWARE SAAS:

Item No. Level of Services Fees

VI.A AclaraONE® Trial Software SaaS ⁴

\$ 100,000.00

VI.B MTU Mobile Programmer

\$ Included in Trial package pricing

Trial Package Pricing (105 endpoints, DCUs for network, software, professional service & training). Trial has a maximum duration of 12 months.

⁴ Trial Package Pricing (105 endpoints, DCUs for network, software, professional service & training). Maximum 12 months Trial.

EXHIBIT A

Statement of Work

See Attached

**AGREEMENT FOR SOFTWARE DELIVERABLES AND SERVICES
EXHIBIT B
FEES**

Customer: City of Griffin

Address: 100 S. Hill Street, Griffin, GA 30223

1. **Billing frequency is annually in advance.**

2. **If a Purchase Order number is required on Aclara invoices, please check here.**

A. Selected Maintenance Level (check one) (Annual First Term Price shown): - Reserved

B. **AclaraONE® Software Trial SaaS Fee (Maximum 12 months):**

AclaraONE® Software SaaS & professional svc \$100,000.00 (Trial Package Pricing)

Aclara MTU Mobile Programmer 5 - Included in Trial Package Pricing

4. **Supplemental Services**

Managed Services/System Monitoring 1 - Included in Trial Package Pricing

DCU Maintenance 3 - Included in Trial Package Pricing

5. **Customer Designated Contact Information:**

Designated Renewal Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

EXHIBIT C-1
Software Services Schedule
(Not Applicable to Profield® Software Solution)

1. Definitions. For the purpose of this Exhibit, the following definitions shall apply:
- A. “**Aclara Holidays**” means New Year’s Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - B. “**Additional Services**” means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule 2 hereto.
 - C. “**Classroom Training**” means training offered by Aclara at its facility.
 - D. “**Customer Portal**” means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - E. “**Customer Site Training**” means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - F. “**E-Learning**” means on-line training offered by Aclara via the Internet.
 - G. “**Issue**” means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
 - H. “**Maintenance Services**” means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.
 - I. “**Patch**” means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
 - J. “**Renewal Term**” means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.
 - K. “**Severity Level**” means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

L. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.

M. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.

N. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Scope

A. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the Premier level as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:

1. **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.

B. **Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.

C. **Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.

1. During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
2. Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.
3. Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.

3. Hosting

- A. Aclara will host the ACLARA RF Server Sites in a secure, 24/7 environment according to the terms established herein.
- B. Aclara will use commercially reasonable efforts to provide a high level of site uptime. It is our goal to provide at least 98% uptime. This means a total of no more than approximately 15 hours of unscheduled down time within a month. This goal excludes scheduled maintenance and upgrades, failure caused by the Internet or Licensee software, events of force majeure, or downtime caused by any other factor beyond Aclara’s reasonable control.
- C. Aclara will refund up to a percentage (see table below) of the total Hosting Fee for the month if up time performance, with the exclusions noted above, is not met based upon the following table. This table applies to the prime time period only. Downtime is defined as the site being unavailable for customer or staff use.

<u>Average Uptime for the Month</u>	<u>Refund of monthly fee</u>
97% or better	0%
95% – 96.99%	5%
Below 95%	10 %

- D. Aclara will use commercially reasonable efforts to prevent more than 1 hour of continuous down time during prime time (defined as 8AM to 12 AM EST) every day; and to prevent more than 6 hours of continuous down time during non-prime time (defined as the hours between 12:01 AM to 7:59 AM (EST), with the same exclusions as noted above.
- E. Generally, Aclara performs all scheduled system maintenance and upgrades during non-prime time or off-peak hours. Aclara will provide Licensee with as much advanced notice of scheduled downtime as reasonably possible.
- F. During any period of downtime of the Private Label Site(s) or any components of more than 30 minutes in duration, Aclara will provide notice to users by posting a web page that indicates that the site is temporarily unavailable due to routine maintenance and to please come back later.
- G. Aclara will provide e-mail notice to appropriate Licensee staff if there will be more than thirty (30) minutes down time of the Private Label Site(s) or any components. Notice will include at least a brief description of the reason for the down time and an estimate of the time when Licensee can expect the site to be up and available.
- H. Aclara will provide Licensee access to a client portal that will be used to report issues and review maintenance and upgrade schedule. Licensee agrees to make good faith efforts to notify Aclara in advance whenever unusually heavy traffic is expected because of promotions or other factors.
- I. Aclara will use commercially reasonable efforts to respond within thirty (30) minutes during prime time hours or within six (6) hours during non-prime time hours to any issue categorized as Severity 1 (as defined herein) that is posted by Licensee through the reporting tool.

- J. Aclara will store customer data on mirrored drives and arrange for daily backup daily all customer data, with backup tapes moved to offsite storage regularly.
 - K. Aclara will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Aclara at its deployment location.
 - L. Aclara agrees to maintain firewall protection and redundant, high speed Internet connections for the Private Label Site(s).
2. Maintenance and Support
- A. Standard Maintenance Services
- Maintenance includes all new versions, error corrections, enhancements and improvements to the Program functionality licensed to Licensee, as the same are released to Aclara's Licensees generally. Aclara will provide updates to the application in accordance with the standard release cycle and will provide release notes to Licensees in advance of the release. At Licensee's request, Aclara will provide technical assistance in identifying and resolving issues with the Program's failure to conform to its specifications.
- B. Ongoing Support Services
- 1) In the event that the Licensee sends invalid data to Aclara in the data integration, Aclara will notify the Licensee and the Licensee will adjust their data transfer process to correct the issue.
 - 2) Ongoing Release Testing
 - a. Aclara Service Level Agreement (SLA) applies to the production environment only. SLA on the test environment can be provided at an additional cost.

C-1 LEVELS OF MAINTENANCE SERVICES

<p>Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i></p>	
<p>24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i></p>	<p>X</p>
<p>Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i></p>	<p><2 hours</p>
<p>Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i></p>	<p><4 hours</p>
<p>Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i></p>	<p><6 hours</p>
<p>Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i></p>	<p><1 business day</p>
<p>Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual user names/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i></p>	<p>X</p>
<p>Follow-up Aclara Classroom Training. <i>Training is available at Aclara’s facilities as listed on the Aclara Customer Portal. The maximum number of Customer’s employees attending any Classroom Training session is three (3).</i></p>	<p>No Maximum Number of Classes</p>
<p>Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i></p>	<p>No Cost</p>

Exhibit C-2
Software Deliverable Support Services Schedule

1. **Definitions.** For the purposes of this Exhibit, the following definitions shall apply:
 - A. **“Aclara Holidays”** means New Year’s Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - B. **“Aclara Technology System” (or “System”)** means the system comprised of, in part 1) the Hardware purchased from Aclara by Customer, and 2) the Software licensed by Aclara to Customer under the terms of the Software License Agreement.
 - C. **“Additional Services”** means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth on Schedule 2 hereto.
 - D. **“Classroom Training”** means training offered by Aclara at its facility.
 - E. **“Customer Portal”** means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - F. **“On-Site Maintenance Services”** means Aclara providing Maintenance Services at the Customer’s facility at the then current rates stated in Schedule 2, Time and Material Rates, attached hereto.
 - G. **“Custom Enhancement”** means any improvement, modification or addition that, when made or added to the Software or Third Party Licensed Software, changes its utility, efficiency, functional capability or application. Custom Enhancements are not included as part of this Agreement.
 - H. **“Customer Site Training”** means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - I. **“Delivery”** means, in the case of Software provided hereunder (and as applicable), (i) the remote installation of the Software by Aclara on the Customer-provided Designated Equipment; or (ii) delivery of the Designated Equipment provided by Aclara on which the Software is installed; or (iii) the loading of the software to an FTP site for Customer’s availability to download. **“Delivery”** means, in the case of Services provided hereunder, the periodic performance of such Services as described herein.
 - J. **“Error”** means any failure of Software to conform in all material respects to the requirements of this Agreement or Aclara’s published specifications. Any nonconformity resulting from Customer’s misuse, improper use, alteration or damage of the Software, the combination of the Software with any hardware or software not supplied by or authorized by Aclara, or any other condition beyond the control of Aclara, shall not be considered an Error.
 - K. **“Error Correction”** means either a modification or addition that, when made

or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

- L. **“E-Learning”** means on-line training offered by Aclara via the Internet.
- M. **“Hardware”** means the equipment supplied by Aclara which may include the Substation Communication Equipment (SCE), Remote Communications Equipment (RCE), Test Equipment, Meter Transmission Unit (MTU), Data Collection Unit (DCU) and MTU programmer.
- N. **“Issue”** means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
- O. **“Maintenance Services”** means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.
- P. **“Patch”** means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
- Q. **“Severity Level”** means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

- R. **“Software Version”** means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. Software Versions are not provided or included as part of this Agreement.

- S. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.
- T. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.
- U. **“Third Party Licensed Software”** shall have the meaning as it is defined in Attachment A.
- V. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.

2. Scope

- A. **Software Maintenance.** The Software maintained under this Schedule shall be the Software set forth in Attachment A as a Software Deliverable. Any additional Software Deliverables for which a license is obtained by the Customer from Aclara shall be governed by this Schedule and the pricing for Maintenance Services adjusted accordingly.
- B. **Levels of Maintenance Services.** Two (2) Levels of Maintenance are available to Customer under this Agreement. Each level is identified and described in Schedule 1, Levels of Maintenance Services attached hereto and made a part hereof. Customer may, at its option, change the Level of Maintenance for any subsequent Renewal Term, provided Customer gives Aclara written notice of the requested change no less than thirty (30) days prior to the end of the Initial Term or then current Renewal Term.
- C. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the level selected by the Customer as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:
1. **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.
 2. **Third Party Software Revisions.** At the option of Aclara, periodic Software Revisions of the Third Party Licensed Software will be provided by Aclara without further charge provided the following conditions are met: (i) the Software Revision corrects a malfunction in the Third Party Software that affects the operation of the Software; and (ii) the Software Revision has, in the opinion of Aclara, corrected malfunctions identified in the Aclara Technology System and has not created any additional malfunctions; and (iii) the Software Revision is available to Aclara. Customer is responsible for obtaining and installing the Software Revision if the Third Party Software was not licensed to Customer by or through Aclara. Software Revisions to Third Party Licensed Software provided by Aclara are specifically limited to the Third Party Software identified and set forth in the Software License Agreement. Any associated Hardware or Hardware modifications required to support revisions of Third Party Software are not included under the terms of this Agreement.

- D. Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.
- E. Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.
1. New Software Versions are not included as a part of this Agreement. Such Software Versions will be offered to Customer for additional fees and costs.
 2. Services requested by Customer for assistance with installation or implementation of Software Revisions and Patches are not included in this Agreement, but are offered to the Customer on a time and materials basis at the rates stated in Schedule 2 hereto.
 3. System administration, database maintenance and recovery, server malfunctions, database backup processes, management and training services, master station computer equipment repair are not included as part of this Agreement.
 4. Maintenance services shall be limited to the latest Software Revision within the last two (2) years in accordance with Section 3.E below. All code changes, Enhancements or fixes will be incorporated into the latest Software Revision or a future Software Revision. Aclara has no obligation to make code changes, Enhancements or fixes to previous Software Revisions.
 5. Maintenance Services do not include costs incurred by Aclara while investigating problems that are the result of Customer's negligence, misuse, or unauthorized application, alteration, or modification of the Software, Hardware, or interfaces to the equipment configuration, which shall be invoiced to Customer on a time-and-material basis at Aclara's then current published rates. The current rates are set forth on Schedule B hereto.
 6. Services offered outside of Maintenance Services as noted in Schedule C-3, Supplemental Services attached hereto are not included in this Agreement. Such additional services are available and may be provided upon Customer's request at the fixed price established on Schedule C, and if no fixed price is established, in accordance with the terms and rates provided in Schedule B hereto.
 7. During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
 8. Aclara shall consider and evaluate the development of Custom Enhancements for the specific use of Customer and shall respond to Customer's requests for Custom Enhancements or other additional services pertaining to the Software. Such Custom Enhancements or additional services shall be subject to a separate charge in accordance with Aclara's then in effect rates. The current rates are listed on Schedule 2 hereto.
 9. Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.

10. Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Aclara.
11. Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.
12. Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.
13. Customer specific testing and reimplementation of Custom Enhancements are not part of this Agreement.

Customer will be responsible to pay Aclara for time or other resources provided by Aclara to diagnose or attempt to correct any of the items set forth above in this Section 2.F., at Aclara's then current time and material rates. If Aclara incurs expense in servicing claims which are later shown to result from any of the above activities, Customer shall pay Aclara the costs associated with the performance of such service. Aclara's time and material rates are attached hereto as Schedule 2. Aclara, in its sole discretion, may change these rates from time to time with thirty (30) days advance notice to Customer.

3. Customer Responsibilities

- A. Backups. Customer shall maintain a current backup copy of all Software and databases. Customer shall perform regular daily backups of its data, and weekly backups of its entire system maintained under this Agreement.
- B. Notification of Issues

During the hours between 6:30 a.m. and 6:00 p.m. Central Time on Monday through Friday, excluding Aclara Holidays:

1. Customer shall provide Aclara with timely notification of any new System issues by one of three methods:
 - a. By entering the problem on the Aclara Customer Portal (See Note 1 below);
 - b. Contacting Aclara Customer Support at **1-800-892-9008**; or
 - c. Emailing the problem to support@aclara.com

Note 1: Customer's utilization of the Aclara Customer Portal is the preferred method for Issue notifications.

2. Premier Level. Selection of the Premier level of services provides technical support for Severity 1 and 2 issues, 24 hours per day; seven (7) days per week; 365 days per year. All Severity 1 and 2 notifications submitted between the hours of 6:00 p.m. and 6:30 a.m. Central Time (Monday through Friday, Weekends and Aclara Holidays) must be submitted through the Aclara Customer Portal. If Customer cannot readily access the Aclara Customer Portal, Customer may contact Aclara at the "800" number listed above. Premier Level Customers will receive priority

- treatment over Base Level Customer when resources are allocated to competing, same-priority issues.
3. Base Level. Selection of the Base level of services ensures tickets will be processed on the next business day within the normal business hours (6:00 p.m. and 6:30 a.m. Central Time) noted on Schedule 1, Levels of Maintenance Service. If an emergency arises, Aclara does offer support for Issues arising during other than normal business hours at the Time and Material Rates set forth in Schedule B hereto.
 - C. Technical Staff. Customer shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the System on a day-to-day basis, including backing up the Software and report handling. Aclara training for designated contacts shall be made available to Customer.
 - D. Support for Problem Investigation. Customer shall support all reasonable requests by Aclara as may be required in problem investigation and resolution. For troubleshooting purposes, Aclara may need remote system access to Customer's system.
 - E. Maintain Current Software Revision. Customer shall install new revisions of defined Software in the production environment within two (2) years of receipt of the Software Revision. Customer shall maintain the required version of the Third Party Licensed Software, if applicable, specified by Aclara for each released Software Revision provided. Aclara Error Corrections will be provided on Aclara's latest release of the Software Revision.
 - F. Additional Requirements. Customer is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and obtain Maintenance Services from Aclara.
 - G. Designation of Point of Contact. Customer shall assign an individual or individuals to serve as the designated contact(s) for all communication with Aclara during Issue investigation and resolution.
 - H. Discovery of Errors. Upon discovery of an Error, Customer agrees, if requested by Aclara, to submit to Aclara a listing of output and any other data that Aclara may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
 - I. Test Environment. If Customer elects to purchase a test environment, Customer should maintain a test copy of the Program and a separate test data base (other than Customer's production database) and shall test all new Software Revisions, Patches, Custom Enhancements, hotfixes and Error Corrections before integrating them into system productions.
 - J. Technical Infrastructure Management. Customer shall manage hardware, software, network, storage, database, and peripheral devices for optimal operating performance and availability as required by end users.
 - K. Proactive Monitoring. Unless Customer elects to purchase the Supplemental Service "AMI Advanced System Monitoring Service" set forth in Exhibit C-3, Customer shall regularly monitor the hardware, software and infrastructure that support the Software application. Customer shall define system (OS/Oracle) level event logging, notification and escalation procedures, and detect and react to events. Customer shall regularly monitor event logs, server logs, and other debug information generated by the application to proactively identify problems.

- L. Acceptance. On or before ten (10) business days after Aclara's release of a new Custom Enhancement, hotfix or Error Correction that Aclara issues in response to an Error Report, Customer shall test and notify Aclara if there are any problems that need further resolution, or if Customer accepts the solution, Customer shall send such notification to Aclara's e-mail support address. If Aclara receives neither a request for further assistance nor an acceptance of the solution, the solution will be deemed accepted by Customer, and Aclara will have no further obligation to maintain the Software in its earlier form or version. Problems arising from the aforementioned items requiring further resolution will be included as part of this Agreement.

- M. Routine System Management. Customer shall monitor the system logs and database and perform routine system and database management to ensure proper system operation.

**SCHEDULE 1
LEVELS OF MAINTENANCE SERVICES**

	<i>Base</i>	<i>Premier</i>
Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i>	X	
24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i>		X
Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<4 hours	<2 hours
Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<1 day	<4 hours
Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<2 days	<6 hours
Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<3 business days	<1 business day
Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual usernames/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i>	X	X
Follow-up Aclara Classroom Training. <i>Training is available at Aclara’s facilities as listed on the Aclara Customer Portal. The maximum number of Customer’s employees attending any Classroom Training session is three (3).</i>	Aclara List Price	No Maximum Number of Classes
Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i>	Aclara List Price	No Cost

**SCHEDULE 2
TIME AND MATERIAL RATES**

Additional Services may be provided at the Customer’s request in accordance with the following Time and Material Rates (hereinafter referred to as “Rates”⁵).

Rates:

1. The following Rate categories have been defined for Aclara technical staff:

Professional Services Staff	Hourly Rate	Off-hours hourly rate
Sr. Technical Advisor	\$250	\$375
Program Manager	\$300	\$450
Product Manager	\$300	\$450
Project Manager	\$250	\$375
Field Supervisor	\$180	\$270
Sr. Systems Engineer/Sr. QA	\$250	\$375
Sr. Business Analyst	\$250	\$300
DBA/Application Consultant	\$200	\$300
Systems Engineer/QA/UI	\$200	\$300

2. Rate Adjustments.

The above hourly rates are in U.S. Dollars and are subject to annual adjustment up to five percent (5%).

3. Service Charges.

A. Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara’s normal business hours of 6:30 a.m. - 6:00 p.m. Central Time, Monday through Friday, excluding Aclara Holidays.
- 2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara’s normal business hours of 6:30 a.m. – 6:00 p.m. Central Time, Monday through Friday excluding Aclara Holidays.

B. If Aclara is requested to travel to the Customer’s site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.

⁵Rates exclude any applicable taxes and the like.

- 1) Travel Expenses: Unless otherwise mutually agreed, Aclara’s travel expenses for On-Site Services shall include, but are not limited to airfare, lodging, meals, automobile rental, fuel, parking and associated administration fees, and will be charged to Customer on an actual basis.
- 2) Portal to Portal Invoices: Travel time for On-Site Maintenance Services will be invoiced to Customer on a portal-to-portal basis at Aclara’s On-Call Hourly Rates.

4. Pre-Purchased Support Hours

- A. Pre-purchased software support hours are a block of hours intended to cover Software issues that are not covered under this Agreement, thereby allowing the Customer added flexibility to utilize Aclara’s services without generating a Change Order. Should Customer request services which are not included in this Agreement and desire to utilize the pre-purchased hours, Aclara shall provide the Customer with an estimated number of hours required to resolve such request. The Customer may then advise Aclara either to stop working, sign and fund a Change Order, or use the pre-purchased support hours to resolve the request. Aclara reserves the right to decline the Customer’s request, depending on the nature of the request.
- B. Pre-purchased support hours may be purchased at any time during the term of this Agreement. Pre-purchased support hours expire upon termination of this Agreement or within one year after purchase (regardless of use), whichever occurs first.
- C. Pre-purchased software support hours are offered in the following increments and volume discounts:

40 hours	Hourly Rates listed in Section 1 above.
80 hours	5% discount
120 hours	10% discount

Exhibit C-3
Supplemental Services

1. AMI System Monitoring Service

A. Tiered Annual Fees:

- Tier 1 (Less than 1,000 endpoints) \$ 2,000.00
- Tier 2 (1,001 to 10,000 endpoints) \$ 4,000.00 + \$.22 per endpoint over 1,001
- Tier 3 (10,001 to 25,000 endpoints) \$ 6,000.00 + \$.13 per endpoint over 10,001
- Tier 4 (25,001 to 50,000 endpoints) \$ 8,000.00 + \$.08 per endpoint over 25,001
- Tier 5 (50,001 to 100,000 endpoints) \$10,000.00 + \$.05 per endpoint over 50,001
- Tier 6 (Greater than 100,000 endpoints) Please contact Aclara for pricing

- B. Aclara's AMI System Monitoring service is designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will deliver a weekly diagnostic report that will identify issues which could affect the successful operation of your Aclara AMI system. The major components of the system that will be analyzed include:

- Head-end software
- Data Collector Units (DCU)
- Meter Transmitting Units (MTU)
- Field programmers

- C. Aclara's proactive approach is to look for any condition out of the ordinary and will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

- D. Customers will be notified about the issues found, the recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:

- A snapshot of the AMI system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters

- E. The AMI System Monitoring Service requires that Aclara be allowed the following access and functionality:

- Install the required tracking scripts on Customer's head-end system
- Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
- Aclara must have reliable remote connectivity to Customer's System

2. AMI Advanced System Monitoring Service

A. Annual Fee:

- Pricing available upon request

B. Aclara's AMI Advanced System Monitoring service is a near real-time interactive tool designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the head-end software, and provide health status of your AMI system to minimize system downtime. Aclara will enable an interactive dashboard you can access at any time both for viewing summary reports and drilling down into specific details, and also deliver a weekly summary report. Additionally, Aclara will schedule and execute a monthly review call with designated Customer resources to review the state and performance of the network since the last review.

C. The major components of the system that will be analyzed include:

- Head-end software
- Data Collector Units
- Meter Transmitting Units
- Field programmers

D. Not only will the interactive tool and access be made available, but Aclara will proactively monitor your network looking for any condition out of the ordinary. Such conditions will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

E. Customers will be notified about the issues found, recommended steps to solve the problem, and the path for any required escalation. Aclara will provide:

- A snapshot of the AMI system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters

F. The AMI Advanced System Monitoring Service requires that Aclara be allowed the following access and functionality:

- Install the required tracking scripts on Customer's head-end system
- Necessary data must be allowed to be passed from Customer's head-end system to Aclara for analysis
- Aclara must have reliable remote connectivity to Customer's System
- Identified Customer resources and regularly scheduled monthly review session

3. AMI DCU Maintenance Service

A. Tiered Annual Fees:

Tier	DCU (Low End)	DCU (High End)	Price / DCU
Tier 1	1	15	\$ 550.00
Tier 2	16	30	\$ 500.00
Tier 3	31	50	\$ 450.00
Tier 4	50	1000	Call for Pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU.

- B. Aclara’s AMI DCU Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty. The Service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware, and battery.
- C. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.
- D. Upon notification from Customer of DCU failure, Aclara will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara’s option, at no additional cost to Customer. If the Customer has entered into a System Monitoring agreement with Aclara, Aclara will normally identify the problem as part of its System Monitoring and will take the necessary steps to resolve the problem. The Customer is responsible for arranging access to DCU sites before Aclara can take action.
- E. Customer’s electing the Aclara AMI DCU Maintenance Service must purchase the service for all DCUs in the AMI network; Aclara AMI DCU Maintenance Service may not be purchased on an individual, case-by-case basis.

4. **AMI DCU Preventative Maintenance Service**

A. **Tiered Annual Fees:**

- Tier 1 (Less than 15 DCUs) \$ 800.00 per DCU per year
- Tier 2 (16 to 30 DCUs) \$ 750.00 per DCU per year
- Tier 3 (31 to 50 DCUs) \$ 700.00 per DCU per year
- Tier 4 (Greater than 50 DCUs) Please contact Aclara for pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU either during a covered repair or a preventative visit.

- B. Aclara's AMI DCU Preventative Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty, as well as provide periodic on-site maintenance and inspection of all DCUs in a covered deployment (at 5 year intervals from installation).
- C. The service covers all electronics including the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware and battery – excepting the periodic preventative inspection as listed below.
- D. Beyond break/fix as above, this Service encompasses the following preventative maintenance service:
1. At year 5 after installation (and again at year 10 if the coverage is maintained uninterrupted) Aclara will visit all DCUs and perform the following service at each DCU:
 - Document and confirm each DCU's configuration
 - Replace the DCU backup battery
 - Inspect and replace where needed: antennas, antenna cables, and solar panels
 - Inspect mounting hardware: replace as needed (hardware costs are not covered, will be charged on a time and materials basis)
 - Clean and adjust chassis and solar panel
 - Install all outstanding DCU firmware updates and patches
 - Confirm proper DCU functionality after maintenance is completed

Issues beyond the above maintenance items will be escalated to the Utility and Aclara Support for proper resolution

- E. The Service does not include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightning damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior

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written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.

- F. Customer's electing the Aclara AMI DCU Preventative Maintenance Service must purchase the service for all DCUs purchased by Customer; Aclara AMI DCU Preventative Maintenance Service may not be purchased on an individual, case-by-case basis and must be maintained uninterrupted from year 2 after DCU installation to be eligible for the 5 year and 10 year inspections.

5. Data Retention.

Data retention occurs every 24 hours. The data is backed up for a rolling 25 months. Customer can request additional data storage to the data retention duration at an additional fee.



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LIMITED WARRANTIES.

1. Aclara® RF DCU Warranty. Aclara warrants to the original Purchaser of an Aclara RF Data Collection Unit (“DCU”) that the DCU shall be free from defects in material and workmanship for a period of five (5) years from the date of original product shipment or four (4) years from installation (“Warranty Period”).

Any DCU manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Aclara shall either: (1) Provide a return authorization to the Purchaser to return the defective DCU for repair; or (2) Perform on-site repair of the defective DCU, provided Purchaser pays all reasonable Aclara travel expenses. Aclara will be responsible for cost inbound and outbound freight when using shipping method of Aclara’s choice. Purchaser must provide reasonable access to the DCUs and shall be responsible for additional costs incurred should Aclara be prevented access at the scheduled time.

Aclara warrants replacement DCUs for the longer of: (i) the remaining term of the Warranty Period applicable to the DCU repaired or replaced, or (ii) ninety (90) days from the date the repaired DCU or its replacement is returned to Purchaser.

2. Aclara® RF Electric Network Equipment. Aclara warrants to the original Purchaser of the RF Electric Equipment that the RF Electric Equipment shall be free from defects in material and workmanship for a period of four (4) years from first use or five (5) years from date of original product shipment. (“Warranty Period”).

Any RF Electric Equipment manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, upon confirmation that the RF Electric Equipment has suffered a failure, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. Warranty repair, replacement or re-performance by Aclara shall not extend or renew the applicable Warranty Period.

3. Aclara® Electric Meter/Module Warranty. Aclara warrants to the original Purchaser of an Aclara Electric Meter (“Electric Meter”) that the Electric Meter shall be free from defects in material and workmanship for a period of four (4) years from first use or five (5) years from date of original product shipment (“Warranty Period”).

Any Electric Meter manufactured by Aclara that, within the Warranty Period, fails as a result of a defect in material or workmanship, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. If despite Aclara’s reasonable efforts, a non-conforming Electric Meter cannot be repaired or replaced, Aclara shall refund or credit monies paid by the Purchaser for such non-conforming Electric Meter. Warranty repair, replacement or re-performance by Aclara shall not extend or renew the applicable Warranty Period. Purchaser shall obtain Aclara’s agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

4. Aclara® RF ExactaGuard Gateway/Pole Sensor Warranty Aclara warrants to the original Purchaser of an Aclara ExactaGuard Gateway/Pole Sensor (“Gateway”) that the Gateway shall be free from defects in material and workmanship for a period of (1) one year from the date of original product shipment (“Warranty Period”).

Any Gateway manufactured by Aclara that, within the Warranty Period, fails as a result of defect in material or workmanship, when returned to Aclara, freight prepaid, will be repaired or replaced, at the option of Aclara, without charge to the Purchaser. A Gateway which has been repaired or replaced by Aclara will be returned to the Purchaser by Aclara, freight prepaid. Aclara warrants replacement Gateways for the longer of: (i) the remaining term of the Warranty Period applicable to the Gateway repaired or replaced, or (ii) ninety (90) days from the date the repaired Gateway or its replacement is returned to Purchaser.

The battery of the ExactaGuard Gateway shall be warranted for a period of seven (7) years from the date of the original product shipment. The warranty offered shall only cover Gateways are operated within standard operating conditions (- 40°C to 70°C) including (1) one daily health message for up to four sensors, (2) two on-demand reads per month, (3) one firmware over-the-air, and (4) BLE for Mobile Programmer active for a maximum of 15 minutes.

5. Software. All of the products set forth herein include software which is proprietary to Aclara and which is protected by United States Copyright Laws with which the Purchaser must comply. Purchaser has the right to utilize the software in the product with the product, but Purchaser may not disassemble, decompile, or modify the software. The software is confidential and the property of Aclara and shall not be disclosed to others.

RETURN MATERIAL AUTHORIZATION PROCESS. The return of defective products under a warranty claim must be returned in accordance with Aclara’s Return Material Authorization (RMA) Process.

Please refer to the latest process document posted to the Aclara customer portal at: <https://aclaratech.force.com/login>

WARRANTY CLAIM. The warranty remedies set forth herein shall be contingent upon: (1) Purchaser providing written notice of a warranty claim to Aclara within the applicable warranty period; and (2) Purchaser returning the defective product to Aclara within sixty (60) days of removal and in accordance with the RMA Process.

EXCEPTIONS TO WARRANTIES. The following apply to all warranties offered to Purchaser by Aclara and set forth herein.

- a. All costs associated with the removal and/or reinstallation and transportation of a defective product back to Aclara shall be the responsibility of the Purchaser.
- b. The warranties set forth herein do not cover repairs or replacements required as a result of misuse, mishandling, improper storage, accident, modification, improper operation, installation errors, meter failures, theft, vandalism, acts of god or repair by unauthorized personnel.
- c. Aclara reserves the right to supply factory refurbished equipment, new equipment, or a newer model that provides equivalent or better performance.
- d. Third Party Equipment. Aclara does not provide warranty repair or replacement services for equipment not manufactured by Aclara.

NO IMPLIED WARRANTIES. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ACLARA SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT.

EXCLUSIVE REMEDY: THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN NO EVENT SHALL THE LIABILITY OF ACLARA EXCEED THE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS



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BASED. THE LIMITATION OF REMEDIES SET FORTH HEREIN IS IN RECOGNITION OF THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE MEASURING DAMAGES AND OBTAINING AN ADEQUATE REMEDY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, RESULTING FROM PRODUCT INSTALLATION, USE, REMOVAL OR REINSTALLATION. IN NO EVENT SHALL ACLARA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE WARRANTY SET FORTH IN HEREIN OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD PURSUANT TO THESE TERMS. IN NO EVENT SHALL ACLARA'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM ACLARA'S SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR FURNISHING OF ANY PRODUCTS, INCLUDING PERFORMANCE OR BREACH OF THE WARRANTY SET FORTH HEREIN OF THESE TERMS, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH GOOD(S).

MODIFICATION OF WARRANTY. Aclara reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

GOVERNING LAW. This Limited Warranty shall be construed and enforced in accordance with the laws of the State of New York and the applicable laws of the United States.