



If you need this information in another format or require a reasonable accommodation to attend this meeting, contact the City's ADA Coordinator at 785-229-3635. Please provide advance notice of at least two (2) working days. TTY users please call 711.

**101 S. Hickory  
PO Box 60  
Ottawa, KS 66067-0060**  
Phone: 785-229-3600  
Fax: 785-229-3639  
www.ottawaks.gov  
www.facebook.com/ottawaks

**TO:** Mayor and City Commissioners  
**RE:** Study Session Meeting Agenda  
**FROM:** Richard U. Nienstedt, City Manager

A Study Session is scheduled for **August 22, 2016 at 4:00 pm** in the conference room on the first floor of City Hall, 101 S. Hickory. The following items will be presented:

**I. Public Comments**

**II. Interview for Ottawa Municipal Auditorium Advisory Board**

4:00 pm - Amy Carlson Pg. 3

**III. Items to be Placed on the Regular City Commission Agenda**

- a. Minutes from the August 15, 2016 Study Session and August 17, 2016 Regular Meeting Pgs. 4-8
- b. Request for Approval of Temporary License for Seasonal, Itinerant Salesmen, Merchants, Solicitors and Vendors for Boot Block on October 1. Franklin County Cancer Foundation has completed the required application which has been reviewed by the City Clerk with no reason for denial found - Heidi Kinsolver
- c. Advanced Metering Infrastructure Test Deployment - Dennis Tharp Pgs. 9-53

**IV. Items for Presentation and Discussion**

- a. City Manager's Report
- b. Commissioner's Reports
- c. Mayor's Report

**V. Announcements**

- August 22, 2016 Special Call Commission Leadership Session, 5:00 pm, City Hall
- August 23, 2016 Ottawa University Fusion, 6:00 - 8:00 pm, 300 Block of Main
- August 29, 2016 Study Session, 4:00 pm, City Hall
- August 31, 2016 Special Call Meeting for Leadership Academy Luncheon/Project Presentations, 11:30 am - 1:30 pm, NCCC
- September 5, 2016 Labor Day, Study Session CANCELED
- September 5, 2016 City Offices CLOSED
- September 7, 2016 **Regular** Commission Meeting, 7:00 pm, City Hall

**52 Tips for Successful Public Service by E.A. Mosher**

**#39. Expect, and respect, citizen complaints. Make sure that your governing body members, and your city, has a way to effectively deal with them. Have a follow up system.**

**VI. Adjourn**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Time: \_\_\_\_\_

**VII. Items Already Placed**

- a. Public Hearing for consideration of condemnation on structures at 322 S. Poplar and 112 S. Elm at 7:00 pm, September 7, 2016



City of Ottawa, Kansas  
Application to Serve on a Board or Commission

Name of Board(s) you wish to serve on OMA Board

Name Amy Carlson

Address [Redacted]  
Ottawa, KS 66067

Do you live within the City limits?  yes  no

Home phone number \_\_\_\_\_ Cell phone number [Redacted]

Email address [Redacted]

Place of employment City of Ottawa - Police Department

How long have you been a resident of Ottawa? Most recently since 2009

How long have you been a resident of Franklin County? Since 1986

How much time can you devote to serving each month? 20 hours

Are you related to a Board/Commission member or a City employee?  yes  no

Briefly describe why you are interested in serving on a Board for the City of Ottawa.  
I feel that a fresh set of eyes would be beneficial. I would love to see a stand up comedy night.

I love promoting activites and events through social media and other avenues.

I would love to see the OMA try some new things out vs sit there empty.

List any groups or activities to which you belong and which may demonstrate your involvement in the community.

Previously, I lead our Fundraiser/Volunteer Committee which included raising the most money in our market for Children's Miracle Network and partnering with Midwest Nutrition for different volunteer events includeing their annual pie auction. I am currently looking for a new oppportunity and feel this is it.

Have you read the Functions of the Board/Commission you're applying for?  yes  no  
(Found on City's Website at [www.ottawaks.gov](http://www.ottawaks.gov) / Government / Boards and Commissions)

Signature *Amy Carlson* Date 08/05/2016

Thank you for your interest in serving on a City Board/Commission. Please complete this form and return it to the City Manager's Office, City Hall, PO Box 60, Ottawa, KS 66067; or bring to the Second Floor of City Hall at 101 S. Hickory. Receipt of applications will be acknowledged. If you have questions, please contact Glora Mathews at 785-229-3637, or by email at: [gmathews@ottawaks.gov](mailto:gmathews@ottawaks.gov).

**Study Session Minutes  
Ottawa, Kansas  
Minutes of August 15, 2016**

The Governing Body met at 4:00 pm this date with the following members present and participating to wit: Mayor Caylor, Commissioner Reed, Commissioner Graves, Commissioner Skidmore, and Commissioner Jorgensen. A quorum was present.

Mayor Caylor called the meeting to order at 4 p.m.

**Public Comments**

None

**Minutes**

The Governing Body reviewed minutes from the August 8, 2016 Study Session and agreed to place them on the next regular meeting agenda August 17, 2016.

**Proclamation**

Reviewed a proclamation for Ottawa Nazarene Church 100th Anniversary and agreed to place this item on the next regular meeting agenda.

**Uniform Public Office Code**

Heard from Chief Dennis Butler related to a request for approval of Ordinance Revising Uniform Public Offense Code (UPOC). Chief Butler explained the changes in the current UPOC: Related to smoking and battery against law enforcement officers, city attorneys, et al. In addition, there is a change in the ordinance for reporters of those who are under the influence. The City Attorney explained that this was introduced as the Lifeline 911 Bill to assist in reporting for underage reporters. The Chief explained other changes to include, permission related to BB guns, archery, etc. The City has several legitimate requests and has been included as a change to the UPOC. Chief provided examples of local requests that are part of an organized event that he would be allowed to consider. Placed on the next regular meeting.

**Standard Traffic Ordinance**

Heard from Chief Dennis Butler related to a request for approval of Ordinance Revising Standard Traffic Ordinance (STO). Chief Butler explained changes to this code from last year, to include a change for refusing to take an alcohol breath test. The City Attorney stated that the State Legislature plans to bring this issue back during the next session. Placed on the next regular meeting.

**FCDC Report**

The Governing Body heard from James Oltman who report on behalf of the Franklin County Development Council related to the quarterly report . Mr. Oltman updated activities of FCDC, noting that since April 18, FCDC has had 8 project leads; to include, 5 manufacturing, 2 hospitality and 1 other. Responses have been sent to 7 of these leads. (It was mentioned, the city has been involved with many of these leads as well). Three meetings with three different development companies related to the Rock Creek Development Park. Five of the leads had to do with land. Mr. Oltman reminded the Governing Body of where the City and County is in the Rock Creek project related to planning and moving forward. Other activities include networking with others in the development arena in the Kansas City area and covered other activities that he has been involved with, to include, workforce issues throughout Kansas. Mr. Oltman stated that the two biggest issues he is working wording with are the Rock Creek Business Park and Housing.

August 15, 2016

Unofficial until approved

### **City Manager's Report**

The City Manager explained that new employees will be introduced at the next regular meeting.

The City Manager invited Public Works Director Michael Haeffele to explain the city's plan for mosquito control, which is substantially based on a plan promulgated by the CDC. He stated that fogging could occur late in the evening. Public Works has been in contact with the state and with the local health department. Commissioner Skidmore stated that he thought this was the right thing to do.

### **Commissioner's Reports**

None

### **Mayor's Report**

Reminded that School is starting and watch out for the children.

### **Announcements**

August 17, 2016 **Regular** Meeting, 9:30 am, City Hall

August 17, 2016 Quarterly Image Award & new Education/Healthcare Welcome Luncheon

REPLACES August Joint Meeting, 11:45 am, Garfield Elementary

August 22, 2016 Study Session, 4:00 pm, City Hall

August 22, 2016 Special Call Commission Leadership Session, 5:00 pm, City Hall

August 23, 2016 Ottawa University Fusion, 6:00 - 8:00 pm, 300 Block of Main

August 31, 2016 Special Call Meeting for Leadership Academy Luncheon/Project Presentations,  
11:30 am –1:30 pm, NCCC

### **Adjournment**

There being no further business to come before the Governing Body Commissioner Jorgensen made a motion, seconded by Commissioner Graves to adjourn the meeting. The motion was considered and upon being put, all present voted aye. The Mayor declared the meeting duly adjourned 4:59 p.m.

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Carolyn S. Snethen

**Regular Meeting Minutes  
Commission Chambers  
101 S Hickory, Ottawa, Kansas  
Minutes of August 17, 2016**

The City Governing Body met at 9:30 am, this date, for the Regular City Commission Meeting with the following members present and participating to wit: Mayor Caylor, Commissioner Skidmore, Commissioner Graves, Commissioner Reed, and Commissioner Jorgensen present. A quorum was present.

Mayor Caylor called the meeting to order, welcomed the Chamber Audience and led the Pledge of Allegiance to the American flag. The invocation was given by Pastor Bruce Beatty, Ottawa Church of the Nazarene.

**Consent Agenda**

The Governing Body reviewed the consent agenda which included the minutes from July 25, 2016, August 1, 2016 and August 8, 2016 Study Sessions, August 1, 2016 Special Call for Leadership Session, and August 3, 2016 Regular Meeting and the regular agenda. Commissioner Skidmore made a motion, seconded by Commissioner Graves to approve the consent agenda. The motion was considered and upon being put, all present voted aye. The Mayor declared the consent agenda duly approved

**Public Comments**

The Governing Body heard from Mr. Micheal (this is the spelling on his card) Whitmore, Washburn Towers Nutrition Site Manager and Community Outreach Coordinator. Mr. Whitmore stated that he is new to the community as of July. He asked to get the Meals on Wheels name back out and into the public again. His intent is to make sure no one in Ottawa goes hungry. He is working in a six county area, but right now is focusing on Ottawa. He asked the Governing Body and the public to come eat with their clientele. They need to know the day before. The Mayor thanked Mr. Whitmore for the information.

**Declaration**

None were given at this time.

**Proclamation Recognizing Ottawa Church of the Nazarene**

The Mayor explained this proclamation recognizes the Ottawa Church of the Nazarene on their 100th Anniversary and read the proclamation. Pastor Bruce Beatty and members of the congregation accepted the proclamation on behalf of the Ottawa Church of the Nazarene.

**Introduction of New Employees**

The Mayor called upon Director of Finance Scott Bird to introduce Lydia Sierra, Clerk II of the Finance Department.

August 17, 2016

Unofficial until approved

The Mayor then called upon Police Chief Dennis Butler to introduce Officers Joe Carrier and Adam Seyler of the Ottawa Police Department.

**Ordinance- Authorizing and Providing for Acquisition of Land by Condemnation**

The Governing Body heard from City Attorney Blaine Finch who explained the request for condemnation requested for property at 415 E at 15th Street to allow for sidewalk improvements. The project requires both temporary and permanent easements. This is only for the land sufficient to do the path project. The city hasn't been able to contact this property owner and thus this action is necessary. Community Develop Director Wynndee Lee explained this project is a continuation of the overall network of walking and biking paths. This action allows the City Attorney to go to court to properly take this action. There will be need of a resolution and other legal processes to ensure that this is done with proper diligence and compensation. Commissioner Jorgensen made a motion, seconded by Commissioner Reed to adopt the ordinance. The motion was considered and upon being put, all present voted aye. The Mayor declared the ordinance adopted and numbered Ordinance No. 3927-16.

**Ordinance- Revising 2016 Uniform Public Offense Code (UPOC)**

The Governing Body heard from Police Chief Dennis Butler who explained changes and revisions to UPOC 2016 including Section 10.6 Air Gun, Air Rifle, Bow and Arrow, Slingshot, BB gun or Paintball Gun as well as other changes to the 2016 UPOC. Commissioner Graves made a motion, seconded by Commissioner Skidmore to adopt the 2016 UPOC with the revisions as recommended by Chief Butler. The motion was considered and upon being put, all present voted aye. The Mayor declared the ordinance adopted and numbered Ordinance No. 3928-16.

**Ordinance-Revising the 2016 Standard Traffic Ordinance (STO)**

Chief Dennis Butler explained the changes to the 2016 STO, which deals with a Kansas Supreme Court decision related to refusal of taking an alcohol breath test and other revisions. Commissioner Reed made a motion, seconded by Commission Graves, to adopt the revisions to the 2016 STO as recommended Chief Butler. The motion was considered and upon being put, all present voted aye. The Mayor declared the ordinance adopted and numbered Ordinance No. 3929-16.

**Report by City Manager**

Heard from City Manager Richard U. Nienstedt who explained on Monday the Work Sessions will be live streamed. On Thursday night the city will begin spraying for mosquitoes. This will be done with assistance from the Franklin Co. Health Dept. and Center for Disease Control (CDC) guidelines. The city has borrowed a public information video to help inform the community relate to this action.

### **Reports by City Commissioners**

Commissioner Reed noted most of the schools are in session and want to wish families the best of blessings.

Commissioner Skidmore explained he was glad the City is being proactive in spraying for mosquito's. Reminded the public to walk around the yard after a rain and empty those things that hold water.

### **Report by Mayor**

Mayor Caylor read a letter from Wyandotte Co. Mayor Mark Holland, who expressed deep appreciation to Ottawa Police Department members who covered for the Wyandotte Police Department during a funeral for one of their officers.

The Mayor welcomed Ottawa University students who are arriving to Ottawa and asked the public to welcome them to the community.

Mayor Caylor announced USD 290 students' start tomorrow and Friday. Please look out for pedestrians as we start the new school year.

### **Announcements**

The Mayor announced:

- August 17, 2016 Quarterly Image Award & New Education/Healthcare Welcome Luncheon which REPLACES August Joint Meeting, 11:45 am, Garfield Elementary
- August 22, 2016 Study Session, 4:00 pm, City Hall
- August 22, 2016 Special Call Commission Leadership Session, 5:00 pm, City Hall
- August 23, 2016 OU Fusion, 6:00-8:00 pm, 300 Block of Main
- August 29, 2016 Study Session, 4:00 pm, City Hall
- August 31, 2016 Special Call Meeting for Leadership Academy Luncheon/Project Presentations, 11:30 - 1:30 at NCCC

### **Adjournment**

There being no further business to come before the Governing Body Commission Skidmore made a motion, seconded by Commissioner Graves to adjourn the meeting. The meeting adjourned at 10:18 am.

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Carolyn S. Snethen, City Clerk

**ENERGYAXIS FULLY MANAGED  
SERVICES AGREEMENT**

**BETWEEN**

**CITY OF OTTAWA**

**AND**

**ELSTER SOLUTIONS, LLC**

3-01-16

## FULLY MANAGED SERVICES AGREEMENT

**THIS FULLY MANAGED SERVICES AGREEMENT** (this “Agreement”) is entered into effective this \_\_\_ day of \_\_\_\_\_, 2016 (“Effective Date”) by and between Elster Solutions, LLC, a Delaware limited liability company with offices located at 208 S. Rogers Lane, Raleigh, NC 27610, USA, (“Elster” or “Licensor”) and City of Ottawa, organized under the laws of the state of Kansas, with offices located at 101 S. Hickory, 2<sup>nd</sup> Floor Ottawa, KS 66067, (“Client” or “Licensee”). Elster and Client together shall be referred to as the “Parties” and individually as a “Party”.

**1. SCOPE.** Elster agrees to sell to Client and Client agrees to purchase from Elster the Fully Managed Services, hereinafter referred to as “Managed Services”, as detailed in the attached Exhibit B, Statement of Work, subject to the terms and conditions of this Agreement and the Exhibits attached hereto. For purposes of this Agreement, Managed Services are defined as access to a fully managed and maintained EnergyAxis Management System through secure web portals.

**2. ENTIRE AGREEMENT.** This Agreement, together with the Exhibits, Appendices, Pricing, Schedules, Attachments and Addenda listed below, collectively the “Contract Documents” with English as the prevailing language, represents the complete understanding and agreement between the Parties, and supersedes and cancels any and all prior agreements, written or oral, relating to the subject matter hereof. The Contract Documents may not be amended except by written modification signed by both Parties.

Any conflicts among the Contract Documents shall be resolved by giving precedence to the terms in the documents in the following order:

a) **Fully Managed Services Agreement.**

b) **Exhibit A - General Terms and Conditions of Sale.** Defines Elster’s standard terms for the sale of goods and provision of project and professional services.

c) **Exhibit B - Statement of Work.** Defines the scope of the project as further set forth in Section 1 hereof.

d) **Exhibit C – Fully Managed Services Fee Schedule.** The Fully Managed Services Fee Schedule details all pricing/fees not otherwise described in another Exhibit.

e) **Exhibit D - Professional Services Rate Schedule.** The Professional Services Rate Schedule details hourly rates for Elster professional services not otherwise describe in another Exhibit.

f) **Exhibit E - Handheld Unit Maintenance Agreement.** The Handheld Unit Maintenance Agreement (“HMA”) offers extended annual maintenance services for Elster’s EA Inspector and EA Installer handheld units after the manufacturers’ new product warranty has expired. Support services include maintenance for EA\_Inspector and EA\_InstallerPlus software, and equipment maintenance including replacement parts and boards. Execution of a Handheld Unit Maintenance Agreement is optional but highly recommended.

**3. ADDITIONAL EQUIPMENT / SERVICES.** Any AMI metering hardware (“Metering Equipment”) or other services not delineated as “Managed Services” or provided as part of this Agreement shall be sold by Elster and delivered pursuant to Exhibit A - Elster General Terms and Conditions of Sale attached hereto and incorporated herein by reference (the “Elster General Terms”).

**4. FEES AND PAYMENT SCHEDULE.** In consideration of the Managed Services defined herein, Client shall pay Elster the amounts described in Exhibit C, Fully Managed Services Fee Schedule, which shall be binding for the attached Exhibit B, Statement of Work.

a) **Invoicing.** Elster deliverables shall be invoiced per the following schedule:

i) **Managed Services.** Invoiced upon the effective start date of Managed Services (“Effective Start Date”) as represented by the last date of signature by a Party on the Managed Services Customer Acceptance Form defining the number of endpoints for the first year of Managed Services. Specific invoicing will be as follows:

(1) **One-Time Setup Fees**

One-Time setup fees will be invoiced upon the Effective Start Date of Managed Services.

(2) **Fixed Annual Fees**

First year annual fees will be invoiced as an upfront lump sum upon the Effective Start Date of Managed Services. Thereafter, annual fees for each twelve (12) month Managed Services term will be invoiced as an upfront lump sum no later than thirty (30) days prior to the end of the then current term.

(3) **Per Meter Monthly Fees**

Invoices for first year term per meter monthly fees will be invoiced in fixed, equal monthly increments beginning on the Effective Start Date of Managed Services. The fixed monthly amount shall be based on the estimated number of meters to be deployed during the first year Agreement term.

Per meter monthly fees for each successive 12 month term will be invoiced in fixed, equal monthly increments beginning on the anniversary date of the Effective Start Date of Managed Services. For each successive 12 month term, the per meter monthly fee will be based on the actual number of meters in the system as determined by an annual audit conducted during the month prior to expiration of the then current annual term.

ii) **Metering Equipment / Deployment Services.** Invoiced upon shipment.

iii) **Project Services Fees.** Project Services begins at contract signing and continues through project delivery as described in the Exhibit B Statement of Work. Project Services fees defined in Exhibit C are invoiced in monthly installments through completion of Project Services.

iv) **Additional Training / Consultation.** If provided, Additional Training / Consultation will be invoiced upon completion of the training / consultation or monthly, whichever is sooner.

v) **Travel and living expenses.** Expenses for Elster personnel performing on-site services shall be invoiced monthly at cost plus percent (7%) for services performed during the previous month.

b) **Payment terms.** Net cash, payable without offset, in United States Dollars, due thirty (30) days from date of invoice by wire transfer to the account designated by Elster.

**Annual Increase Provision.** Elster reserves the right to increase all fees on an annual basis beginning Three (3) years from the Effective Date of this Agreement by the greater of 4% or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average. The CPI-U adjustment rate will be determined by comparing the percentage difference between the CPI-U in effect for the base twelve month average (October through September); and each (October through September) 12 month average thereafter. The percentage difference between the two CPI-U issues will be the adjustment rate.

5. **COMPLETE AGREEMENT.** This Agreement, together with the Exhibits attached hereto, constitute the entire agreement between the parties and supersede and cancel any and all prior agreements, written or oral, between the Parties relating to the subject matter hereof. This Agreement may not be amended unless in writing and signed by both Parties.

In the event of any inconsistencies among this Agreement and its Exhibits, this Agreement shall control with respect to any issues relating to the Managed Services and the Elster General Terms shall control with respect to the supply of any Metering Equipment or services outside the scope of the Managed Services.

## 6. CONFIDENTIALITY

Each party (the “Receiving Party”) shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other party or any of their affiliates which it acquires in any form from the other party (the “Disclosing Party”), including without limitation the terms of this Agreement, or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential (“Confidential Information”). The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party’s prior written consent. The Receiving Party further agrees to use its best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a party’s obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

The Parties acknowledge that Lessor is a public entity subject to the Kansas Open Records Act and other public records laws. To the extent there is a third-party request for Confidential Information, the Party receiving the request may disclose Confidential Information when required by (a) applicable Law; (b) applicable requirements of a governmental authority (c) any judicial or administrative process or subpoena. If any Party is required by applicable Law or similar process to disclose any Confidential Information, to the extent permitted by applicable Law, it will provide the other Party with prompt prior written notice of such request or requirement so that such Party may seek an appropriate protective order and/or waive compliance with this Section 1.2.

The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, neither party shall be required to delete intangible copies of Confidential Information that is made as part of such party’s routine systems back-up procedures.

## 7. PROVISION OF SERVICES.

a) **Term of Managed Services Agreement.** Elster shall provide Managed Services to the Client in accordance with the terms of this Agreement for a period not to exceed 62 months from the Effective Date of this Agreement, or 60 months from the Effective Start Date of activation of the Managed services (the “Agreement Term”), whichever is less.

b) **Completion of Managed Services.** At the end of the Agreement Term, all Managed Services provided by Elster shall cease and Client’s access to the AMI System will be terminated. Prior to the

end of the Agreement Term, Client will be contacted by Elster's Sale Team to discuss next steps. If Client elects to renew the contract for Managed Services, Elster will continue to support the existing configuration during contract negotiations per the existing rates. Contract negotiations are not to exceed a four (4) month period.

c) **Third Parties.** Elster may utilize third parties to furnish some or all of the Managed Services upon Ottawa's approval, which will not be unreasonably withheld.

d) **Responsibility for Data and AMI System Operation.** Elster and Client understand that the Managed Services provided under this Agreement are for use by Client for business purposes. Also the Parties understand that Elster, as part of its technical support for the AMI System, may periodically "re-boot" the AMI System, perform data or system backups, and provide other scheduled maintenance services.

8. Notification EMS (Elster Managed Services) maintains its cloud-based applications, integrations and systems at its hosting facility. Customer can access these web and mobile applications 24 hours/day and 7 days/week except during regular maintenance windows. These maintenance windows occur every Wednesday evening from 18:00 to 24:00 eastern time and every Saturday from 17:00 to 24:00 eastern time. EMS reserves the right to schedule a planned maintenance window outside of the regular maintenance window hours. This maintenance will be announced to Customers in writing at least two (2) days ahead of the scheduled maintenance. EMS additionally reserves the right to execute emergency application maintenance for the purpose of protecting Customer's data security, confidentiality and integrity.

9. Notwithstanding anything to the contrary in this Agreement or in any other agreement between the Parties, Licensee, having all necessary rights and authority, hereby authorizes Licensor to: (i) use any information or data collected, generated or otherwise processed by Licensor (the "Data") in the performance of this Agreement and to improve the products and services offered by Licensor; (ii) de-identify any Data in a manner that results in data that does not reasonably identify Licensee or any end user ("De-identified Data"); and (iii) process, use and disclose De-identified Data for any lawful purpose. The processes, insights, and analytics used and derived by Licensor in connection with this Agreement or any supplemental agreements, represent valuable proprietary rights or trade secrets of Licensor and, as between the Parties, are and shall be the sole and exclusive property of Licensor.

a) **Access to the AMI System.** Access to the AMI System shall be via web portal by assigned password and specifically limited to employee personnel in the Client's organization. Access by any other personnel is prohibited except by express written consent by Elster.

b) **Technical Support.** During the Agreement Term, Elster will provide technical support at the desired level, as set forth and purchased in Exhibit D.

c) **Access to Client's AMI Metering Hardware.** For technical support for AMI System analysis, Client will provide Elster access to all network devices (gatekeepers, meters, water/gas modules, etc.) in the AMI System. Should it become necessary for Elster to directly access these devices for support purposes, Client will provide Elster with the required addresses and unrestricted passwords of the gatekeepers to allow access. Elster shall notify Client prior to Elster accessing the AMI system. Elster agrees to treat any metering or Client customer information available to Elster while providing assistance contemplated by this Section as proprietary and confidential.

d) **Training.** Training on the web portals to access the AMI System will be provided as set forth in the Statement of Work.

e) **Client Responsibilities and Deliverables.** Client shall be responsible for providing the deliverables set forth in the Statement of Work.

**10. REQUESTING CHANGES.** All changes requested by either Party to the Statement of Work or to the Agreement Term shall be in writing between the Client Project Manager and the Elster Project Manager. Should Client request changes to the Agreement Term, Client and Elster Project Managers will manage and schedule the impacts of those changes, including agreement on cost and scheduling impacts, if any. Prices for changes to the scope of work will be furnished by Elster at the then current T&M rates.

**11. DELAYS.** Elster is not responsible for project delays caused by Client or any of its affiliates or contractors. Invoicing for Managed Services shall commence upon completion of functional testing,

## **12. PROPRIETARY RIGHTS.**

### **a) Proprietary Rights of Client.**

- i) As between Elster and Client, all of the data, including, without limitation all worldwide patents, copyrights, trademarks, trade secrets and other intellectual property rights therein (collectively, "Intellectual Property Rights" or "Data"), is, and shall at all times remain, the sole and exclusive property of Client.
- ii) Client agrees that it shall have sole responsibility and liability for: (a) acquiring any and all authorization(s) necessary for the use of the Data as contemplated by this Agreement; (b) the completeness and accuracy of all Data and other materials provided to Elster by Client pursuant to this Agreement; and (c) ensuring that the Data does not infringe or violate any Intellectual Property Rights or other rights of any third party.
- iii) Client hereby grants to Elster a non-exclusive, royalty-free, worldwide right and license to use, reproduce, distribute, modify, create derivative works of, transmit, publicly perform and display the Data for the purpose of providing the Managed Services hereunder.

### **b) Proprietary Rights of Elster.**

- i) Client acknowledges and agrees that Elster shall own all rights, title and interest in and to any materials, including Intellectual Property Rights, developed by or on behalf of Client in connection with this Agreement.
- ii) Client further acknowledges and agrees that Elster or its licensors shall retain ownership of all servers and other hardware and software used by Elster in connection with the provision of Managed Services under this Agreement.
- iii) Client acknowledges that Client shall not by reason of this Agreement; obtain any rights in the trademarks, service marks or trade names of Elster. Client shall not take any action that might adversely affect the validity or enforceability of the trademarks and/or service marks of Elster.

## **13. NETWORK DESIGN GUARANTEE**

Elster's LAN/WAN network is designed to provide full meter device connectivity. The design is based on a fixed number of metering end points and Client supplied GPS site locations or postal service addresses. To allow for variances in data accuracy or completeness Elster has provided a network design reserve. If during deployment it is determined that additional network equipment is required, the reserve shall cover the cost of such equipment. This cost, however, is not billed to the Client unless used. Any additional equipment required beyond the reserve will be furnished by Elster at its expense. This guarantee is valid for networks deployed under Elster's planning guidelines and is effective

through the Initial Term for the number of metering end points set forth in the Statement of Work, Exhibit B.

#### **14. LIMITED WARRANTIES AND DISCLAIMER OF WARRANTIES FOR MANAGED SERVICES.**

- a) **Limited Warranties and Exclusive Remedies.** Elster warrants and represents to Client that the Managed Services will be provided in a workmanlike manner consistent with industry standards. . Client's initial remedy for breach of the foregoing warranty is upon notifying Elster of such breach, Elster will use all commercially reasonable efforts to provide the Managed Services in a workmanlike manner. .
- b) **Disclaimer of Warranties.**
  - i) OTHER THAN THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 12.a) ABOVE, THE MANAGED SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ELSTER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ELSTER HAS BEEN ADVISED OF THE PURPOSE), UNINTERRUPTED SERVICE, ERROR-FREE SERVICE, NON-INFRINGEMENT, AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Elster shall not be liable for errors in transmission or for failure to establish connections, including errors or delays caused by network outages or Internet interruptions. Elster cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet.
  - ii) Elster specifically disclaims any warranty as to the accuracy of the Data, it being Client's sole and exclusive duty and responsibility to assure that all Data is accurate.

**15. CLIENT'S INDEMNIFICATION OBLIGATION.** Client shall indemnify, defend and hold Elster, its employees, officers, directors, representatives, agents, attorneys and insurers harmless from and against any claims, actions, losses, liabilities, damages and expenses (including attorney's fees and court costs) threatened, made, assessed or awarded against Elster by any third party arising out of or in connection with (i) Client's breach of this Agreement or any warranty set forth herein; (ii) any injury to persons or property caused by Client's use of the Managed Services or any products or services otherwise distributed by Client in association with the Managed Services; (iii) any service provided or performed or agreed to be performed by Client or any product sold by Client; or (iv) any use of the Software by Client and its agents and employees.

**16.** Each party will indemnify, defend, and hold the other party (including, without limitation, the other party's employees) harmless against third party claims for personal injury, death or loss of or damage to property caused by its sole negligence in the performance of this Agreement. The indemnitor's obligations under this clause are conditioned on receiving prompt notice of a claim from the indemnitee. The indemnitor will be entitled exclusively to control the defense. At the indemnitor's expense, the indemnitee will provide reasonable assistance in defense of the claim including, but not limited to, promptly furnishing the indemnitor with all relevant information within its possession or control. Because the indemnitor will provide the defense, the indemnitor will not be liable for any attorney fees or costs of indemnitee. The indemnitee may participate in the defense at its own cost. The indemnitee may not enter into any settlement, assume any obligation or make any concession without the prior written approval of indemnitor, which may not be unreasonably withheld. Liability under this "Indemnity" section is subject to the provisions of the "Limitations of Liability" section of this Agreement.

**17. LIMITATIONS OF LIABILITY.** THE AGGREGATE LIABILITY OF ELSTER FOR DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS OR ERRORS OR OTHER DEFECTS, REPRESENTATIONS OR USE OF MANAGED SERVICES OR ARISING OUT OF THE FAILURE TO FURNISH THE MANAGED SERVICES, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION SHALL IN NO CASE EXCEED THE AMOUNTS PAID BY ELSTER'S GENERAL LIABILITY INSURANCE. THOSE POLICY LIMITS ARE \$1,000,000 PER OCCURRENCE AND \$5,000,000 AGGREGATE.

**18. ASSIGNMENT.** Client may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Elster. In the event that Client is involved in a Change of Control (defined below), such an event shall be considered an assignment of this Agreement subject to the written consent of Elster. "Change of Control" means a stock sale, reorganization, merger, consolidation or other form of corporate transaction or series of transactions, in each case, with respect to which persons who were the shareholders of Client immediately prior to such stock sale, reorganization, merger or consolidation or other transaction do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the sold, reorganized, merged or consolidated company's then outstanding voting securities, in substantially the same proportions as their ownership immediately prior to such stock sale, reorganization, merger, consolidation or other transaction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**19. WAIVER.** The terms, covenants and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of the Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or other breach of any provision, term or covenant in this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of any other provision, term or covenant of this Agreement.

**20. SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

**21. EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. For the purposes of this Agreement, a facsimile signature shall be deemed an original.

**22. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Kansas, without regard to conflicts of law principles.

**THE PARTIES INTENDING TO BE LEGALLY BOUND HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE "EFFECTIVE DATE" FIRST WRITTEN ABOVE.**

**CITY OF OTTAWA**

**ELSTER SOLUTIONS, LLC**

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*Signature*

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*Printed Name*

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*Title*

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*Date*

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*Signature*

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*Printed Name*

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*Title*

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*Date*

## EXHIBIT A

### ELSTER SOLUTIONS, LLC

#### GENERAL TERMS AND CONDITIONS OF SALE

##### 1 General

These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Client in a purchase order or other document, unless expressly agreed to in writing by Elster. Notwithstanding the foregoing, any software licenses purchased by Client shall be governed exclusively by the terms and conditions of the applicable software license agreement or systems license agreement (including, if applicable, a shrink-wrap or click-wrap software license agreement) in effect between the parties.

##### 2 Prices

Unless otherwise specified in writing, all proposals or quotations from Elster expire thirty (30) days from the date thereof.

Unless otherwise specified by Elster, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Client will assume the payment of all taxes, duties, fees and other charges assessed by any taxing authority in the Client's country or country of ultimate destination with respect to the goods order. Client agrees to pay or reimburse any such taxes, duties, fees or other charges which Elster or its suppliers are required to pay or collect. If Client is exempt from the payment of any tax or holds a direct payment permit, Client shall, upon order placement, provide Elster a copy, acceptable to the relevant governmental authorities of any such certificate or permit. Upon delivery by Client of an exemption certificate or other claim for tax exemption, Client will, and hereby does, indemnify and hold harmless Elster from any sales, use, value-added or similar tax, charge, excise or fee (including interest, penalties, attorneys' fees and related dispute resolution charges) assessed against or incurred by Elster in reliance on Client's exemption claim.

Unless otherwise stated herein, prices for Services are based on Services provided during Elster's normal business hours (8 a.m. to 5 p.m. U.S. Eastern Time, Monday through Friday, excluding Elster holidays). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; hours during Elster holidays will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are firm for one year from date of the contract. Thereafter, Elster can change the rates upon reasonable notice to Client.

##### 3 Changes

Any changes requested by Client affecting the project scope, schedule, or other aspects of the work must be accepted by Elster, and impacted provisions of the contract, including but not limited to price, schedule, license fees, warranties, etc., mutually agreed to in writing prior to implementation of any change.

Client requested changes in the scope will be priced per the unit pricing stated in the pricing exhibit(s) attached to and incorporated as part of the agreement between the parties, or otherwise as quoted by Elster on a case-by-case basis.

Any changes to the system or hardware initiated by Client before or after delivery may necessitate upgrades to third party licenses. Any additional third party license fees will be the responsibility of Client unless such costs are specifically noted as included in the scope of work pricing.

Elster may, at its expense, make changes in the goods and services as it deems necessary and in its sole discretion to conform the goods and services to the applicable specifications. If Client objects to any such

changes, Elster shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection. In addition, during the provisioning of goods and services hereunder, Elster may pass along to Client certain incidental costs incurred by Elster in the provisioning of such goods and services that directly relate to the provisioning thereof, such as mounting brackets, washers, gaskets and the like, with such costs not to exceed \$10,000.

#### **4 Delivery**

All goods manufactured, assembled or warehoused in the continental United States or Mexico and delivered within the United States are delivered FOB Origin Elster factory. Goods delivered outside the United States will be delivered Ex Works Elster factory, and Client shall arrange for export clearance. Client shall be responsible for any and all demurrage or detention charges.

If the scheduled delivery of goods is delayed by Client or by Force Majeure, Elster may move the goods to storage for the account of and at the risk of Client whereupon it shall be deemed to be delivered.

Shipping and delivery dates are contingent upon Client's timely approvals and delivery by Client of any documentation required for Elster's performance hereunder.

Claims for shortages or other errors in delivery must be made in writing to Elster within ten (10) business days of delivery. Goods may not be returned except with the prior written consent of and subject to terms specified by Elster. Claims for damage after delivery shall be made directly by Client with the common carrier.

Unless otherwise agreed in writing by the parties, the Client shall be responsible for any required export/import licenses. The obligations of the Client to pay for the goods shall not in any manner be waived by the delay or failure to secure or renew, or by the cancellation of, any required export/import licenses.

#### **5 Inspection and Acceptance**

Client shall have up to thirty (30) days after delivery of the goods to the specified delivery point or after provisioning of Services, to inspect and reject or accept the goods or Services. In the event that Client does not reject the goods or Services in writing citing any applicable non-conformity to a purchase order, order release or specification during such thirty (30) day acceptance period, the applicable goods or Services shall be deemed accepted.

#### **6 Title and Risk of Loss**

For US goods deliveries FOB Origin, Freight Prepaid, Elster will be responsible for freight charges and freight claims, while the Client will assume title/ownership of the goods at the time of carrier pick-up.

For US goods deliveries FOB Destination, Freight Prepaid, Elster will be responsible for freight charges and freight claims, and will retain title/ownership of the goods until delivered; if US goods deliveries are FOB Destination, Freight Collect, Client will be responsible for freight charges and freight claims, while Elster will retain title/ownership of the goods until delivered.

For goods delivered outside the United States, title/ownership and risk of loss shall pass to the Client upon delivery Ex Works Elster factory as defined in INCOTERMS 2010.

For software deliveries to Client, title/ownership of the software shall remain with Elster, and Client will be issued a license to use such software pursuant to the terms of a software or system license agreement executed between the parties.

#### **7 Delays**

Goods and Services provided by Elster are planned and priced based on project requirements, and are sensitive to proper utilization of assets and committed resources. Unscheduled delays that prevent Elster or its subcontractors from working at the planned pace represent a risk to meeting overall project objectives.

Elster will work closely with Client in an effort to minimize the potential for delays through careful planning and documentation of key interdependencies. If, however, the delivery of goods or the performance of Services are delayed as a result of acts or omissions by Client or its representatives (and not by Elster or by reasons of force majeure), for unreasonable periods (an unreasonable period shall not be less than 30 days after prior written notice), Elster may, at its discretion, deem such delay a suspension of the Agreement by the Client, and as a result not be bound by the pricing set forth in the Pricing Schedule or by the list of deliverables, and may at its discretion require Client to renegotiate prices.

If either Party causes a delay in the progress of the Work not otherwise excused or addressed in the Contract Documents, such Party shall use Commercially Reasonable Efforts (all without additional cost to the other Party) to complete its Work within the times set forth in the Contract Documents and project schedule.

## **8 Warranties and Remedies**

### **8.1 Goods Warranty**

Elster warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. Goods are defined as products manufactured by Elster (meters, modules, software, equipment, etc.), including non-manufactured components used in the manufacture of such goods. Client will receive an additional 12 month warranty as a APPA Member. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

### **8.2 Goods Remedy**

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Client to provide proper records), and written notice of such nonconformity is provided to Elster promptly after such discovery and within the applicable warranty remedy period, Elster shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

### **8.3 Services Warranty**

Elster warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

### **8.4 Services Remedy**

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Elster promptly after such discovery and within the applicable warranty remedy period, Elster and City shall, mutually agree to , either (i) re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of the services.

### **8.5 Third Party Goods Warranty**

Goods supplied by Elster but manufactured by others are warranted only to the extent of the manufacturer's warranty

### **8.6 Third Party Goods Remedy**

Remedies, if any, are provided by the manufacturer

### 8.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section 8.

### 8.8 Warranty Returns

For warranty returns of Elster metering hardware, Client will pay freight to Elster factory in Raleigh, NC. Elster will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Client is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

### 8.9 Exceptions

In no event shall Elster be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Client's risk and expense. Elster shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Elster's instructions; or (v) are comprised of materials provided by or a design specified by Client.

The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute client's exclusive remedies and Elster's entire liability for any breach of warranty.

Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Elster are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed as the warranties provided herein do not apply to such goods and equipment. Without limiting the generality of the foregoing, while Elster may incorporate a third party AMR/AMI communication module into the goods, Elster disclaims any and all warranties, express or implied, regarding the module and the operation of the combined module/meter, including the implied warranties of merchantability and fitness for a particular purpose, any warranties arising from the course of dealing or trade usage, and compliance of the module and the combined module/meter with the ANSI or FCC requirements. While Elster may act as a broker for the module manufacturer and may assist Client in obtaining the benefits of the module manufacturer's warranties, any express or implied warranty regarding the module or the operation of the combined module/meter, to the extent any such warranty may exist, is provided solely by the module's manufacturer.

## **9 Limitation of Liability**

In no event shall Elster be liable for special, indirect, incidental or consequential damages. Elster's liability for any claim shall in no case exceed the purchase price allocable to the goods or services or part thereof which gives rise to the claim. In no event shall Elster be liable for any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any improper installation or improper use of any goods by Client, its customers, end users or anyone other than Elster, or arising from any failure by Client to follow their own safety procedures in connection with the installation or use of the goods.

All causes of action against Elster arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the installation of the product to which such claim relates.

## **10 Force Majeure**

Neither party shall be liable for loss, damage, or delay nor be in default for failure to perform (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of war or terrorism, fire, flood, strike, labor disputes, acts or omissions of any governmental authority or of the other party, compliance with government regulations, embargos, fuel or energy shortage, delays in transportation, inability to obtain necessary labor, materials, or services from usual sources, or from defects or delays in performance of a party's suppliers or subcontractors due to such causes. In the event of a delay by either party due to the foregoing, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the delay.

## **11 Termination**

Any order, contract or agreement may be terminated by Client by written notice and payment of reasonable and proper termination charges, including but not limited to all costs associated with the order or contract incurred up to the date of the notice of termination (including, without limitation, demobilization costs, sub-supplier and subcontractor termination charges, and standard restocking fees), plus a fixed sum of ten (10) percent of the final total contract price to compensate for disruption in scheduling, planned production and other indirect costs. Payments shall be made within 30 calendar days from receipt of invoice and acceptance of the goods in accordance with these General Terms and Conditions of Sale. No termination by Client for default shall be effective unless, within thirty (30) days after receipt by Elster of Client's written notice specifying such default, Elster has failed to initiate and pursue with due diligence correction of such specified default.

Elster may terminate any order, contract or agreement and any license granted thereunder at any time and for any reason, including nonpayment or other material breach by Client that is not cured within thirty (30) days following written notice thereof.

## **12 Export Control**

Client represents and warrants that the goods and services provided hereunder and the "direct products" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Client agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Elster or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

If applicable, Elster shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Client. Client shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Elster. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Elster without liability for damages of any kind resulting from such cancellation. At Elster's request, Client shall provide Elster with a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Elster.

## **13 Resale**

If Client resells any of the goods (other than software, which is non-transferable), the sale terms shall limit Elster's liability to the buyer to the same extent that Elster's liability to Client is limited hereunder. In addition, when reselling any of the goods, Client shall maintain strict compliance with the Export Administration Act of 1979, as amended or any other United States laws and regulations as shall from time to time govern the sale, license and delivery of technology or goods abroad by persons subject to United States law. Resale of goods does not transfer unique LAN identification or software embedded in or related to meters. The buyer of resold goods must contact Elster directly for such components.

## **14 Dispute Resolution**

### 14.1 Escalation

The Parties shall use reasonable efforts to settle any disputes related to this Agreement through efficient communication and informed discussion. Either Party may by written notice, inform the other Party of a dispute under this Agreement by describing the nature of the dispute and the matters at issue. Upon receipt of such notice, the other Party shall respond in writing within ten (10) days. The Parties shall cooperate by providing information and answering questions to facilitate an informed discussion of the issues in dispute. If the dispute is not resolved to the satisfaction of either Party within ten (10) days following the written response, either Party may require that a vice president or comparable upper level manager of each Party discuss the dispute and attempt to resolve it.

### 14.2 Mediation

If the Parties cannot resolve a dispute under the process set forth above, either Party may refer the dispute to non-binding mediation by a neutral third Party approved by the International Institute for Conflict Prevention and Dispute Resolution (CPR). The mediation shall occur at a site mutually agreed upon by the Parties, or in the absence of such agreement, in the State of Kansas. Regardless of which Party refers to mediation, both Parties agree to cooperate in and share equally in the costs. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding. Either Party may terminate mediation after sixty (60) days from its commencement.

### 14.3 Other Methods

The availability of the above resolution methods shall not preclude a Party from exercising any and all legal rights available to it under this Agreement.

**EXHIBIT B**  
**STATEMENT OF WORK**

**EXHIBIT C**  
**FULLY MANAGED SERVICES FEE SCHEDULE**

## EXHIBIT D

### PROFESSIONAL SERVICES RATE SCHEDULE

**The rates below apply to work initiated in calendar year 2015 and completed within one (1) year. Rates are for labor only and do not include travel and living expenses. Additionally, these rates may not directly correlate to rates used to calculate costs from the Professional Services Catalog – Catalog pricing stands alone for the services described.**

Professional Services	Rate (Daily/Hourly)	Examples of Services Rendered
Program Support	\$1,850/\$250	<ul style="list-style-type: none"> <li>- Provide PMO services, assemble project teams, develop and execute project schedules for large-scale, turn-key and multi-vendor projects; deliver routine reports and coordinate appropriate resources to resolve issues for large or complex projects.</li> <li>- Apply broad technical expertise for business process development and scoping of enterprise AMI integration.</li> <li>- Develop complex software and integrations to support enterprise business applications and field operations.</li> </ul>
Data Management Support	\$1,650/\$225	<ul style="list-style-type: none"> <li>- Apply broad technical expertise to ensure that AMI system network elements, metering end points and hardware interfaces function as intended.</li> <li>- Configure network elements to meet licensee’s Enterprise IT Requirements.</li> <li>- Assist with database management, optimization and migration in support of deployed AMI networks.</li> </ul>
Field Support	\$1,450/\$200	<ul style="list-style-type: none"> <li>- Assemble project teams and execute project schedules for small to medium-scale projects.</li> <li>- Provide field installation coordination and field trouble shooting for deployment scenarios.</li> <li>- Assist with field-oriented maintenance services outside the scope of routine project operations.</li> </ul>
Services Support	\$1,250/\$175	<ul style="list-style-type: none"> <li>- Definition and execution of system acceptance tests in cooperation with established AMI customers.</li> <li>- Coordination of equipment and material delivery logistics.</li> <li>- Assist with non-field related maintenance services outside the scope.</li> </ul>

Unless otherwise stated, list prices are based on normal business hours (8 to 5 pm, Monday through Friday excluding Elster-recognized holidays). “Time” is on-the-job plus travel to and from the job site from a regularly assigned office location. Minimum billable time is four hours and work performed outside normal business hours will be billed at 1.5X the listed rate.

**EXHIBIT E**  
**HANDHELD UNIT MAINTENANCE AGREEMENT**

## **EXHIBIT B**

### **STATEMENT OF WORK**

This Statement of Work (SOW) defines the work to be completed by Elster and City of Ottawa for the successful implementation of Elster's EnergyAxis Managed Services. It includes the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required to achieve the desired outcome, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks.

#### **1 Scope of Work**

This AMI project includes:

- 6,000 REX2 meters
- 300 A3 ALPHA meters
- 6 EA\_Gatekeepers
- 5,100 EA\_Water Modules with Nicor connectors
- EnergyAxis Managed Services (including Utility Energy Portal (UEP), Commercial Industrial Energy Portal (CIEP) , and HealthMAP(optional)
- Handheld Equipment
- Associated Software for Handheld
- Services (i.e. project services and integration) as described herein.

EnergyAxis Managed Services is provisioned in our datacenter and supported by Elster's subcontractor Utilismart Corporation. Access to the system by City of Ottawa and its customers is provided via web portal.

All software, hardware and services not included in the above list are outside the scope of this SOW and are the responsibility of City of Ottawa to provide if necessary. Elster is willing to provide additional products and services via a Change Order.

#### **2 Project Organization**

A utility's AMI project involves much more than deploying the EnergyAxis solution. To take advantage of the benefits that EnergyAxis offers, other utility systems and work flows are often impacted and these impacts need to be managed by City of Ottawa. A successful project requires City of Ottawa's participation throughout the project. Elster will rely on City of Ottawa to provide overall guidance.

##### **2.1 City of Ottawa Electric Department Responsibilities**

Prior to the start of the project, City of Ottawa will designate a person ("City of Ottawa Project Manager") to whom all communications from Elster will be addressed, and who will have the authority to act on City of Ottawa's behalf in all matters regarding this SOW. City of Ottawa's Project Manager will serve as the interface between Elster's project team and all of City of Ottawa's departments and other contractors participating in the AMI project;

- Attend status meetings
- Obtain and provide applicable information, data, consents, decisions and approvals as required by Elster to complete our responsibilities, within three business days of Elster's request (or in a timeframe agreed to)
- Help resolve project issues, and escalate issues within City of Ottawa organization, as necessary
- Work with Elster to complete meter and programming forms in timely manner to facilitate hardware ordering process
- Support the Project Change Order Procedure in a timely manner.

## 2.2 Elster Responsibilities

Elster Project Manager will serve as the interface between Elster's project team (including those of our subcontractors) and City of Ottawa's Project Manager;

- Review the SOW, and any associated documents, with City of Ottawa Project Manager
- Facilitate the project kickoff and planning meeting
- Establish and maintain communications through City of Ottawa Project Manager, as defined in the section entitled "Project Procedures" below
- Review and administer the Project Change Order Procedure with City of Ottawa's Project Manager, as defined in the section "Project Procedures below;
- Coordinate and manage the project activities of Elster's assigned personnel
- Provide status reports and facilitate status meetings as agreed.

The roles of the Elster team are described below. Elster's work is performed both on-site and remotely. Typically, Elster personnel will be on-site for the project planning/kickoff meeting and as mutually agreed to with City of Ottawa. All other travel to the site requested by City of Ottawa is outside the scope of this SOW.

**Elster Project Manager (PM)** serves as the lead project manager for the AMI project and is the main contact for City of Ottawa. They oversee Elster's responsibilities and deliverables for the City of Ottawa Project. The Elster Project Manager assembles project teams, assigns individual responsibilities, develops project schedules, provides status reports, determines and acquires the appropriate resources necessary to resolve any issues for the City of Ottawa project team.

**Elster Managed Services Project Engineer** configures network devices on the hosted EnergyAxis System and configures portal applications including Utility Energy Portal (UEP) and Commercial Industrial Energy Portal (CIEP), facilitate functional verification of the solution as agreed and assist in resolving project issues within the Managed Services scope organization.

**Elster Network Planner** determines the required number and location of Gatekeepers and Repeaters.

**Elster Trainer** provides web portal training.

**Elster Field Services Engineer** provides training and support for field installation and maintenance.

## 3 Stages of Deployment

- 1) Initial Engagement : Ramp up to initial deployment
  - a) Contract Signing
  - b) Project Planning
  - c) Finalization of Network Design
  - d) Discussion of Managed Services Setup Form U1010
  - e) Coordination with Subcontractors
  - f) Ordering of Hardware
  - g) Discuss Scope of Integration Efforts

## 2) Phase 1 Pilot

Prior to the full deployment, Ottawa will conduct a Phase 1 pilot to evaluate Elster Managed Services and its portal applications. Ottawa will deploy the following meters for Phase 1 pilot:

200 REX2 Meters

200 Solid State Water Meters

2 A3 Meters

200 Elster water modules

2 Gatekeepers

Fees for portal setup will be invoiced and payment required once pilot phase field hardware is and portals are activated. Once deployed, Ottawa will test that each feature/function of each portal application works as described in the product descriptions detailed below. 90 day period, if Ottawa concludes that each feature/function meets the product description, then Ottawa will accept the applications and proceed to full deployment and Managed Services Becomes Effective.

## 1) Full Deployment

- a) More meters deployed
- b) More Gatekeepers deployed
- c) Additional meters added to the Managed Service

### 3.1 Elster's Project Deployment

After the Managed Services are in effect, City of Ottawa will use the Elster Managed Services Support team for technical support and issue resolution. The support team will escalate issues as necessary within the Elster organization.

Elster's pricing includes active management of the project by an Elster Project Manager for up to 6 months from the date of project kick-off. The Project Manager and their team are highly involved in coordinating efforts for task completion and mitigation during this time. Upon completion of all defined activities and deliverables in this scope of work, Elster shall have met all Project Services obligations within the scope for this Statement of Work and Project Services shall be released.

If City of Ottawa desires to have the project actively managed after the 6-month period, this can be provided via a Change Order. Please refer to the professional service rate schedule in Exhibit D of the Agreement.

## 4 Project Procedures

Project procedures describe communications, interface requirements, and means to control the activities between City of Ottawa and the Elster project team. The procedures described in this section will be coordinated with the overall program management procedures implemented by the City of Ottawa and used as agreed to during the project planning stage.

### 4.1 Project Communications Procedures

The Elster Project Manager must approve all formal transmittals. City of Ottawa and the other parties are requested to implement a similar transmittal policy to assure that documents are properly tracked and recorded. Elster transmittals will be dated with an agreed upon versioning control nomenclature (e.g. 050311 v 1.0).

#### 4.2 Project Scheduling

Project schedules are developed and used by the Elster Project Manager and team to plan and control execution of the Elster project scope of work. The Elster Project Manager is responsible for monitoring progress on the project schedule, including major milestones associated with contract deliverables.

The project schedule is determined during the Project Planning meeting. Most dates, including installation, WAN deployment and integration delivery dates, are determined by the utility requirements and resource availability. Therefore, the entire scope of a utility's project must be considered when developing the project schedule. The City of Ottawa Project Manager is responsible for providing sufficient input regarding the City of Ottawa overall program.

#### 4.3 Project Control & Risk Mitigation

Elster and City of Ottawa will use project control procedures, identified during the planning stage, to ensure that project schedules and objectives are accomplished in a timely and effective manner. The control function involves working with the project staff to determine the progress being made, and what problems, if any, are being encountered in the execution of the work. Based on regular reviews, corrective actions will be taken to prevent or resolve problems.

If a project review indicates that progress is not in accordance with plan, corrective actions are required to return the project to schedule. These reviews help to focus on the most effective course of corrective action, i.e., the course of action that avoids delays in the overall project schedule and provides critical path mitigation.

#### 4.4 Progress Reports

Progress reports will be created and transmitted by Elster to the City of Ottawa based on a mutually agreed schedule.

These reports include a narrative addressing key issues associated with the contract. A typical progress report narrative includes the following as applicable:

- a) Last month progress
- b) Project action items
- c) Problem areas
- d) Open action items & status
- e) List of deliverable documents and equipment
- f) Scheduled activities for next month
- g) Open contractual issues

#### 4.5 Change Order Procedures

All requested contractual changes shall be in writing between the City of Ottawa Project Manager and the Elster Project Manager. When the change impacts project scope or project schedule, City of Ottawa Project Manager and Elster Project Manager will manage the changes to mitigate possible negative impact on the schedule while providing the sought after benefits of the change.

The new scope and impact on cost and schedule, if any, will be agreed to and documented via a Change Order. Changes to the scope requirements will be priced based on work involved.

#### 4.6 Project Review Meetings

City of Ottawa is required to participate in project review meetings that cover: status and schedule reviews, coordination of City of Ottawa and Elster's scope activities, exchange of technical information, and design reviews of future work to be performed by the project team.

These meetings will include City of Ottawa and Elster personnel as required to address the key issues. To the extent possible, meetings will be conducted via conference calls or video conferencing. The Elster and City of Ottawa project managers will mutually agree upon the frequency of these project meetings. The Elster and City

of Ottawa project managers will also mutually agree to the timing, frequency, and location of any face-to-face meetings.

#### 4.7 Transmittal Reviews

City of Ottawa and Elster will review all submitted transmittals within five (5) business days of submittal. After documents are reviewed, any comments will be formally transmitted by the receiving party to the other party's Project Manager. If no discrepancies are indicated, the document is assumed to be correct and approved. If errors, omissions, or format discrepancies exist, comments indicating the nature of these will be transmitted by the receiving party to other team's Project Manager.

### 5 Project Service Deliverables and Responsibilities

This section is intended to provide clarity on the tasks required and the interdependencies among all parties. The responsible party for each task is indicated in the section entitled "Responsibility Matrix." Elster Managed Services includes the license to use EnergyAxis via the UEP and CIEP as defined in this Agreement. Elster provides Support Services as defined in this Agreement

#### 5.1 Project Planning Meeting

Elster will provide up to two (2) days on-site by Elster Project Manager to assist in refining the scope of work. Topics include:

1. Project Management Activities - deliverables/scope, ordering, invoicing, meetings, reports and communications
2. VPN requirements
3. Subcontractor discussions
4. Network planning
5. IT integration planning
6. Field Installation
7. Meter Configurations
8. Managed Services Setup Form U1010
9. Training
10. Project Schedule

City of Ottawa will have the appropriate personnel participate to support the project planning effort. This includes participation by City of Ottawa's Project Manager as well as other personnel from the City of Ottawa including: Metering and Field Services, Meter Reading, Billing, Technology Services and IT.

#### Elster Deliverables

- a) Final project schedule identifying deliverables and milestones that must take place to meet the requirements of the contract. Each party's responsibilities will be clearly identified on the schedule and the parties will agree to it pursuant to the Documentation Review section of this SOW. Upon approval by the parties, this project schedule will be deemed by the parties as incorporated in this SOW.

Project communications plan describing the meetings, documentation, points of contacts and all other project communications.

#### 5.2 Network Planning

As part of the Network Planning effort, Elster will discuss typical Gatekeeper and EA\_Repeater planning guidelines. City of Ottawa shall provide Elster with suitable electrical distribution and geographical maps of the installation locations that can be used to show meter/device coordinates, allowing approximate

communications distances between points to be determined and meter and other device locations in lat/lon format or other format which can be geo-coded. City of Ottawa is responsible for finalizing the Gatekeeper and EA\_Repeater locations and conducting site surveys of the proposed locations if necessary upon receipt of recommendations on proposed locations from Elster.

#### City of Ottawa Deliverable

- a) Address locations or GPS coordinates for participants
- b) List of available locations for the installation of the EA\_Gatekeepers and/or EA\_Repeaters.

#### Elster Deliverable

- a) File with proposed Gatekeeper and EA\_Repeater locations for initial deployment

### 5.3 Elster Managed Service Setup

#### Elster Deliverables

- a) Provision Meters and Gatekeepers in Managed system
- Configure UEP and set up required accounts for utility  
Configure CIEP for utility  
Train utility users on UEP, CIEP and HealthMAP web views and functionality

### 5.4 Integration with Ottawa's CIS Billing Application (Tyler/Incode)

Elster Managed Services will provide one-way flat file integration from its UEP MDM to the customer's CIS billing system.

This integration includes the following:

- a) Elster Managed Services will set up and maintain a secure FTP folder so that validated consumption data from UEP is automatically imported to the CIS billing application.
- b) Elster Managed Services will layout the flat file in one of the commonly acceptable formats, either CSV, XML or CMEP, to comply with the flat file import specification of the CIS billing system.

If City of Ottawa requires an alternative file format, Utilismart will perform this customization work on a time and material basis via a change order issued by Elster.

### 5.5 Water Metering

#### 5.5.1 Handheld Equipment

The handheld equipment is required for installation of water modules.

#### 5.5.2 Handheld Associated Software

EA\_Inspector – resides on the handheld and supports troubleshooting and other functionality at the meter/module site.

EA\_InstallerPlus – resides on the handheld and communicates with Route Manager to facilitate water module installation.

Route Manager – resides on a desktop PC or laptop

EA\_Inspector Manager – resides on a desktop PC or laptop

### 5.5.3 Route Manager Integration

Elster's Route Manager Software is required to complete installation and configuration of EA\_Water modules, create marriage files, and for ongoing route maintenance and adding modules. Integration is required between the customer CIS and Route Manager.

#### City of Ottawa Deliverable

- a) Customer and meter data from CIS for importing to Route Manager software in Elster defined format. Optionally, Elster can provide the format conversion for City of Ottawa for an additional fee.

#### Elster Deliverable

- a) Planning call (up to 2 hours) with City of Ottawa Project Manager, City of Ottawa IT representative and water department operations to discuss installation of Route Manager.
- b) Installation of software.
- c) Planning call (up to 2 hours) to discuss module programming elements.

### 5.6 Training on Route Manager and EA\_Water Module installation and programming (2-3 days).

#### Elster Deliverable

- a) Route Manager Training
- b) Training on Water module programming and installation

#### City of Ottawa Deliverable

- a) Facilities for training

### 5.7 Installation of Field Devices

City of Ottawa is responsible for installation of all field devices including but not limited to, meters, modules, IP Axis Link, EA\_Gatekeepers, and EA\_Repeaters.

### 5.8 WAN Communications

City of Ottawa is responsible for installation and operation of all WAN communications between the Gatekeepers (and direct-connected meter/device locations) and Elster's datacenter. Sufficient incoming communication channels shall be installed to ensure adequate throughput in sending data over those communication lines and sufficient capacity to support unsolicited call-ins by Gatekeepers for outages and alarms, for future system expansion and other functionality as desired by City of Ottawa. City of Ottawa shall provide the IP addresses of each Gatekeeper to Elster Managed Services to establish communication with the datacenter.

### 5.9 Provisioning of Energy Managed Service Meters.

To enable Elster to setup meter/devices in the managed service environment, City of Ottawa is required to perform several tasks including:

- Gather technical information
  - Provide contacts details for utility's primary technical contact
  - Provide sufficient information to Elster Managed Services (to be provided in the planning stage).

- Activate WAN communications to each Gatekeeper and provide access to Elster Support personnel.
- Provide all configuration details of WAN, including IP address of each Gatekeeper, to Elster Managed Services
- Collaborate with Elster Managed Services to test message flow between each Gatekeeper and the managed system.
- Collaborate with Elster Managed Services to troubleshoot any communication issues between each Gatekeeper and the managed system.

In addition, City of Ottawa will complete the U1010 form which captures data such as:

For Each Gatekeeper:

- Elster serial number for Gatekeeper
- Installation date
- Billing password
- Unrestricted password
- IP address
- Latitude (decimal format)
- Longitude (decimal format)

For Each Meter:

- City of Ottawa serial number
- Installation date
- Account number
- Account name
- Street number
- Street name
- Unit number
- Latitude (decimal format)
- Longitude (decimal format)

#### 5.10 IT Infrastructure

Elster Managed Services shall operate and maintain the following IT infrastructure:

- Facilities suitable for all required server hardware, including proper environmental conditioning, power back up and surge protection.
- Physical installation of server hardware and operating system.
- Backup and other required support processes
- Maintenance of servers and operating systems

#### 5.11 Training

Training on the UEP, CIEP, and HealthMAP will be conducted via webinar.

City of Ottawa Deliverable

A small number of meters and Gatekeepers configured on the Managed System

Elster Deliverable

- a) Elster will provide 1 and ½ days of remote training via webinar on the usage of the UEP and CIEP, portals.
- b) Training on meter/device additions and removals

**6 Responsibility Matrix**

To facilitate understanding of the roles of each party, the matrix below includes Elster’s subcontractors. Elster remains responsible for its work and that of its subcontractors.

“P” indicates primary responsibility; “S” indicates supporting responsibility

Task Description		Responsibility		
		Elster		City of Ottawa
		Elster Project Services	Elster Managed Services	
1	Project Planning Meeting	P	S	S
2	Network Planning	P		S
3	Managed Service Setup	S	P	S
4	Route Manager Integration	S		P
5	Installation of Field Devices			
	Meters/ EA_Modules			P
	Gatekeepers			P
	WAN field devices (if necessary)			P
6	WAN Communications			P
7	Provisioning Meters/Modules in System		P	S
8	IT Infrastructure		P	
9	Training			
	Training on route manager	P		S
	Training on module programming and installation	P		S

	Training on web portals	S	P	S
10	Documentation	P		

## 7 Appendices

User Training on the UEP, CIEP, and HealthMAP curriculum

### Utility Energy Portal Training

After deployment of a small number of meters, configuration of a gatekeeper and confirmation that data is flowing into Elster Managed Services, EMS will provide a 1/2 day of User Training on the Utility Energy Portal (UEP) web portal application via webinar. Meters must be associated with at least one (1) billing cycle so that read success per billing cycle can be displayed.

Module Name	Audience	Topics	Mode
System Overview	Metering and Billing staff	<ul style="list-style-type: none"> <li>Utility Energy Portal (UEP)</li> <li>EnergyAxis Management System (EA_MS) and other hosted applications</li> <li>Role of Elster Managed Services for application, network, server, database and security administration</li> <li>Accessing the support team at Elster Managed Service</li> </ul>	Presentation
UEP Navigation	Metering and Billing staff	<ul style="list-style-type: none"> <li>Log into UEP</li> <li>Navigate through the Dashboard, Meter Map, Data Export, Meter Load Status and Data Statistics applications</li> </ul>	Presentation & Exercises
UEP Data Export	Billing staff	<ul style="list-style-type: none"> <li>Select type of flat file to export to your billing system</li> <li>Select quality flags of data validation prior to export</li> <li>Review flat file after export</li> </ul>	Presentation & Exercises
UEP Meter Map	Metering staff	<ul style="list-style-type: none"> <li>Set criteria for Meter Search</li> <li>View meter info</li> <li>Analyze communication problems with communication path, distance calculator and map/satellite tools</li> <li>Execute On-Demand Read</li> <li>Execute Disconnect/Reconnect command</li> <li>View log of remote request messages</li> </ul>	Presentation & Exercises
UEP Meter Load Status	Utility staff responsible for metering	<ul style="list-style-type: none"> <li>Navigate and Interpret the message log for each Meter</li> <li>Navigate and Interpret the message log for each Gatekeeper</li> </ul>	Presentation & Exercises
UEP Data Statistics	Utility staff responsible for metering	<ul style="list-style-type: none"> <li>Navigate between Billing Cycle and Gatekeeper views.</li> <li>Reading and Interpreting Data Statistics</li> <li>Reading and Interpreting data gaps, estimates and flags within interval and register reads.</li> </ul>	Presentation & Exercises

## Commercial Industrial Energy Portal Training

After deployment of a small number of meters, configuration of a gatekeeper and confirmation that data is flowing into Elster Managed Services, EMS will provide a 1/2 day of User Training on the Commercial Industrial Energy Portal (CIEP) web portal application via webinar. The implementation of CIEP and this training session assumes there is no need to modify the costing engine of CIEP. Elster Managed Services retains the right to not demonstrate all capabilities of the CIEP due to the number of service location loaded to the application. CIEP has multiple features sets that are dependent on a minimum number of service locations loaded to the application.

### Commercial Industrial Energy Portal (CIEP) - User Training Curriculum

Module Name	Audience	Topics	Mode
CIEP Navigation	CRM staff	<ul style="list-style-type: none"> <li>Log into CIEP</li> <li>Navigate through the ADMIN menu</li> <li>Navigate through the Facility Selection Menu</li> <li>Navigate through the System Layout Menu</li> <li>Navigate through the various Meter Data Menu Reports</li> </ul>	Presentation & Exercises
CIEP ADMIN Menu Password	CRM staff	<ul style="list-style-type: none"> <li>Navigate to ADMIN password reset, personal info, logout</li> <li>Explain password reset, personal info and logout</li> </ul>	Presentation & Exercises
CIEP Facility Selection Menu	CRM staff	<ul style="list-style-type: none"> <li>Select Real Meter</li> <li>Select Virtual Meter</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Consumption Profile	CRM staff	<ul style="list-style-type: none"> <li>Navigate bar graph and table for monthly view</li> <li>Navigate bar graph and table for daily view</li> <li>Navigate to export and print function</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Cost Report	CRM staff	<ul style="list-style-type: none"> <li>Navigate table for monthly view</li> <li>Explain the table info</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Data Download	CRM staff	<ul style="list-style-type: none"> <li>Navigate, Configure and Interpret the Data Download menu</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Demand Profile	CRM staff	<ul style="list-style-type: none"> <li>Navigate chart for monthly view</li> <li>Navigate chart and table for daily view</li> <li>Navigate to export and print function</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Load Duration	CRM staff	<ul style="list-style-type: none"> <li>Navigate chart and table for monthly view</li> <li>Navigate to print function</li> <li>Explain load duration</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Min/Max/Avg	CRM staff	<ul style="list-style-type: none"> <li>Navigate bar graph and table for monthly view</li> <li>Navigate bar graph and table for daily view</li> <li>Navigate to export and print function</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Monthly Calendar	CRM staff	<ul style="list-style-type: none"> <li>Navigate chart for monthly view</li> <li>Navigate to export and print function</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Monthly Summary	CRM staff	<ul style="list-style-type: none"> <li>Navigate, Configure and Interpret the Monthly Summary Report menu</li> </ul>	Presentation & Exercises
CIEP Meter Data Menu Peaks Report	CRM staff	<ul style="list-style-type: none"> <li>Navigate table for monthly view</li> <li>Navigate to export and print function</li> <li>Explain Peaks report</li> </ul>	Presentation & Exercises

**8 Signature**

The Parties intending to be legally bound have authorized their representatives to execute this Statement of Work effective as of the "Effective Date" established in the General Agreement.

City of Ottawa

ELSTER SOLUTIONS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Elster EnergyAxis™ Advanced Metering Infrastructure**

Elster Pricing Summary for City of Ottawa, KS (Year 1)

**Hardware**

Item #	Description	Qty	Unit Price	Ext.Price
	<i>Electric Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Electric Meters</b>			<b>\$0</b>
	<i>Replacement Water Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Replacement Water Meters</b>			<b>\$0</b>
	<i>AMI Water Modules to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Hardware Water</b>			<b>\$0</b>
	<i>AMI Network Infrastructure to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Network Infrastructure</b>			<b>\$0</b>
1	EA Inspector Installer Dual Load Handheld (RADIX with SCANNER AND GPS)	1	\$5,500.00	<u>\$5,500</u>
	<b>Subtotal - AMI Network Tools</b>			<b>\$5,500</b>
	<b>Optional FOB Destination Shipping Terms</b>			
	<i>Price Adder for AMI System Hardware</i>	<i>All hardware</i>	<i>2.0%</i>	<i>--</i>

**Software**

Item #	Description	Qty	Unit Price	Ext.Price
2	One Time Per Meter Setup Fee (UEP)	3,500	\$0.75	\$2,625
3	One Time Per Meter Setup Fee (CIEP)	12	\$33.00	<u>\$396</u>
	<b>Subtotal - Endpoint Setup Fees (One-time)</b>			<b>\$3,021</b>
4	Utility Branded UEP Setup Fee (One-time)	1	\$2,250.00	\$2,250
5	Utility Branded CIEP Setup Fee (One-time)	1	\$2,250.00	\$2,250
6	HealthMap Portal Setup Fee (One-time)	1	\$8,000.00	<u>\$8,000</u>
	<b>Subtotal - Portal Application Setup Fees (One-time)</b>			<b>\$12,500</b>
7	Recurring Annual Fee (UEP application)	1	\$8,600.00	\$8,600
8	Recurring Annual Fee (CIEP application)	1	\$8,600.00	\$8,600
9	Recurring Annual Fee (HealthMap application)	1	\$7,300.00	<u>\$7,300</u>
	<b>Subtotal - Annual Fees (Recurring)</b>			<b>\$24,500</b>
10	Recurring Per Meter Monthly Fee (UEP)	12	\$805.00	\$9,660
11	Recurring Monthly Fee (CIEP)	12	\$128.00	\$1,536
12	Recurring Per Meter Monthly Fee (HealthMap)	12	\$260.00	<u>\$3,120</u>
	<b>Subtotal - Per Meter Monthly Fees (Recurring)</b>			<b>\$14,316</b>
13	Site License EA Inspector Manager	1	\$2,500.00	\$2,500
14	Site License Route Manager	1	\$2,500.00	<u>\$2,500</u>
	<b>Subtotal - AMI Software</b>			<b>\$5,000</b>

**Program Delivery Services**

Item #	Description	Qty	Unit Price	Ext.Price
15	AMI Project Delivery Services <i>Project Management</i> <i>Geo-mapping and Gatekeeper Planning</i> <i>EA_MS Site Verification/Functional Testing Support</i> <i>Field Services Support/Logistics</i>	1	\$84,160.00	\$84,160
16	Est. Travel & Living Expenses (Elster)	1	\$10,000.00	<u>\$10,000</u>

	<b>Subtotal - AMI Project Delivery Services</b>			<b>\$94,160</b>
17	Standard Integration to Utility CIS/Billing System	1	\$15,000.00	\$15,000
18	APPA / Hometown Connections Credit for Professional Services	1	(\$15,000.00)	<u>(\$15,000)</u>
	<b>Subtotal - Professional Services</b>			<b>\$0</b>

**Total - Hardware, Software, and Program Delivery Services** **\$158,997**

**Annual Maintenance Fees**

Item #	Description	Qty	Unit Price	Ext.Price
19	Annual System Maintenance Fee (AMI): 9x5 Support	1	\$2,000.00	\$2,000
20	Annual Equipment Maintenance Fee: EA Inspector Installer Handheld	1	\$895.00	<u>\$895</u>
	<b>Total - Annual Maintenance Fees</b>			<b>\$2,895</b>

**Pricing Notes and Assumptions**

**Price Validity:** All pricing is valid for 180 days from date of RFP submission.

**Sales Tax:** Pricing for proposed hardware, software, and services does not include sales tax.

**INCOTERMS:** Hardware pricing is FOB Origin, freight prepaid. FOB Destination, freight prepaid is available at a 2% adder.

**Warranty:** Pricing assumes 24 month warranty for all Elster-manufactured meters, modules, and network hardware.

Elster's LAN/WAN network is designed to provide full meter device connectivity and is backed by Elster's network design guarantee. The design is based on customer supplied GPS site locations or postal service addresses. To allow for variances in data accuracy or completeness Elster has provided a network design reserve. If during deployment it is determined that additional network equipment is required, the reserve shall cover the cost of such equipment. This cost, however, is not billed to the client unless used. Any additional equipment required beyond the reserve will be furnished by Elster at its expense.

**Network Reserve:** The Network Reserve for City of Ottawa is \$2,075.

Pricing assumes 4 year minimum contract term for each SOW unless mutually agreed by the parties.

**The Elster Managed Services solution includes the following core features:**

- Secure hosting of EnergyAxis and NetSense headend in ISO27001 certified data center.
- Coordination of ongoing firmware maintenance of Elster meters and gatekeepers
- Daily/on-demand meter data collection
- Meter communication troubleshooting
- Elster Electric meters, Elster water modules and Elster gas modules data processing and publishing
- Meter data availability in CMEP, XML, CSV file formats
- Storage of historical data in data center for one year
- Validate, Estimate and Edit (VEE) of consumption data from meters for customer's CIS Billing system.
- Processing and storage of meter data in the data center- Data includes Load Profile Data, Register Read Data, Alerts, Events, Statuses, Instrumentation Values
- Automated delivery of validated consumption data to customer's CIS Billing system via secure FTP folder
- Secure access to the Utility Energy Portal (UEP) web portal application of Elster Managed Services
- Coordination of the issue resolution process between customer, Utilismart and Elster Support
- 5x9 support
  - o Normal hours of service are 8am to 5pm EST
  - o Support can be accessed via a toll free phone number or email
  - o All customer support requests are tracked and maintained by a Helpdesk ticketing system that creates an individual case number for each request and manages each case from the initial customer contact to completion of the support request
- Data Backup
  - o Backed-up to standby mirrored server
  - o Updated daily using log files
- Disaster Recovery Support
  - o Restoration to standby mirrored server

**The Utility Energy Portal (UEP) is a meter data management (MDM) web portal for utility operations staff.**

**UEP supports the following features:**

Standard functions from meters on a map

- On Request Reads
- Remote Disconnect/Connect (for meters with the disconnect function)
- Communication path analysis
- Ad-hoc search for meters on a map
- Standard Reports from meters on a list
- Overall performance of AMI meter reads per billing cycle
- Detailed statistics of AMI meter reads per billing cycle or per gatekeeper
- Ad-hoc data export per billing cycle or data range
- Data aggregation per region, per community, etc.
- Streamlining and automation of Validation, Estimation, Editing, Reporting, Web Presentment, and Data Delivery.

**The Commercial and Industrial Energy Portal (CIEP) is a full-featured energy analytics portal application for sophisticated end consumers of commercial and industrial electric energy usage that need a better way to manage their energy use. It is ideal for large users of energy (typically over 250 MWh per year) with significant energy bills that manage complex loads such as grocery stores, school boards, hospitals, manufacturing plants, mills, warehouses, etc. It features several analytic reports specifically designed for large users of energy with complex loads. These reports display metered energy in graph and charts, including the following:**

- Demand Profile – displays demand [real, reactive and apparent power] and power factor
- Consumption Profile – displays consumption for on-peak and off-peak periods
- Min/Max/Avg Profile – displays min/max/avg for each time of day interval
- Load Duration Curve – displays % demand for % time

**HealthMap is a portal application for electric network operations offered as an option under the Elster Managed Services bundle. HealthMap leverages data from electric meters in near real-time to monitor the health of an electric distribution network. With HealthMap, utility operations staff can perform the following:**

- View the state of the entire network, down to distribution transformers and service points
- Monitor load and voltage at feeders, distribution transformers and customer meters
- Automatically record load and voltage history on a graph for immediate reference
- Receive an email alert when load or voltage exceeds a threshold
- Detect network events, such as under voltage, over voltage and power outages
- Determine the likely cause and its location on a map
- Isolate the event and communicate resolution to your stakeholders on a map
- Substantiate decisions with historical evidence

Utility customers maximize the return on their AMI smart metering investment by implementing HealthMap to analyze the following in near real-time:

- Power Outage
- Under/Over Voltage
- Transformer Load
- Network Loss

Recurring monthly UEP unit price calculated as 3,500 endpoints X \$0.214 per endpoint.

Recurring monthly CIEP unit price calculated as 120 endpoints X \$10.667 per endpoint.

Recurring monthly HealthMap unit price calculated as 2,000 endpoints X \$0.12 per endpoint.

**Program Delivery Services:**

- Pricing for Elster Project Delivery Services assumes 6 month customer engagement period.
- Services not defined by a mutually agreed Project Plan or Statement of Work (SOW) will be billed on a Time and Materials basis.
- Overruns due to delays or issues caused by utility will be billed on a Time & Materials basis.

**Travel:** Elster Travel and Living Expenses are estimated. Customer will be invoiced for actual expenses + 10%.

Necessary modifications due to changes in CIS requirements (i.e. new file format type, layout etc.) will be performed on a Time & Material basis via a change order issued by Elster.

Any additional custom integration work (i.e SCADA, PrePay, OMS) will be performed on a Time & Material basis via SOW.

MultiSpeak integration: Support for UEP (MDM) MultiSpeak web service interfaces to the CIS. See table below for details of supported Multispeak commands for CIS integration.

List of Supported Multispeak Commands between UEP MDM and Customer's CIS Billing		
Use Case A: CB_MR (MR initiates; CB responds)		
1. PingURL	UEP MDM	CIS Billing
2. GetDomainNames	UEP MDM	CIS Billing
3. GetDomainMembers	UEP MDM	CIS Billing
4. GetMethods	UEP MDM	CIS Billing
5. GetCustomerByMeterNo	UEP MDM	CIS Billing
6. GetServiceLocationByServLoc	UEP MDM	CIS Billing
7. GetServiceLocationByMeterNo	UEP MDM	CIS Billing
8. GetMeterByServLoc	UEP MDM	CIS Billing
9. GetMeterByMeterNo	UEP MDM	CIS Billing
Use Case B: MR_CB (CB initiates; MR responds)		
1. PingURL	CIS Billing	UEP MDM
2. GetMethods	CIS Billing	UEP MDM
3. CancelDisconnectStatus	CIS Billing	UEP MDM
4. GetAMRSupportedMeters	CIS Billing	UEP MDM
5. MeterChangedNotification	CIS Billing	UEP MDM
6. MeterAddNotification	CIS Billing	UEP MDM
7. ServiceLocationChangedNotification	CIS Billing	UEP MDM
8. CancelUsageMonitoring	CIS Billing	UEP MDM
9. GetReadingsByDate	CIS Billing	UEP MDM
10. InitiateDisconnectedStatus	CIS Billing	UEP MDM
11. MeterRemoveNotification	CIS Billing	UEP MDM
12. GetLatestReadingsbyMeterNo	CIS Billing	UEP MDM

**System Maintenance:**

- Pricing for system maintenance is estimated. Please see the Elster System Maintenance Agreement (SMA) for details.
- Annual System Maintenance Fee calculated as 20% of Connexo software platform LIST PRICE.

Description	List Price	Discount Price
Site License EA Inspector Manager	\$5,000	\$2,500
Site License Route Manager	\$5,000	\$2,500
<b>Total</b>	\$10,000	\$5,000
Annual System Maintenance Fee (Elster SMA): 9X5 Support	\$2,000	

**Elster EnergyAxis™ Advanced Metering Infrastructure**

Elster Pricing Summary for City of Ottawa, KS (Year 2)

**Hardware**

Item #	Description	Qty	Unit Price	Ext.Price
	<i>Electric Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Electric Meters</b>			<b>\$0</b>
	<i>Replacement Water Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Replacement Water Meters</b>			<b>\$0</b>
	<i>AMI Water Modules to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Hardware Water</b>			<b>\$0</b>
	<i>AMI Network Infrastructure to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Network Infrastructure</b>			<b>\$0</b>
1	EA Inspector Installer Dual Load Handheld (RADIX with SCANNER AND GPS)	0	\$5,500.00	<u>\$0</u>
	<b>Subtotal - AMI Network Tools</b>			<b>\$0</b>
	<b>Optional FOB Destination Shipping Terms</b>			
	<i>Price Adder for AMI System Hardware</i>	<i>All hardware</i>	<i>2.0%</i>	<i>--</i>

**Software**

Item #	Description	Qty	Unit Price	Ext.Price
2	One Time Per Meter Setup Fee (UEP)	3,500	\$0.75	\$2,625
3	One Time Per Meter Setup Fee (CIEP)	12	\$33.00	<u>\$396</u>
	<b>Subtotal - Endpoint Setup Fees (One-time)</b>			<b>\$3,021</b>
4	Utility Branded UEP Setup Fee (One-time)	0	\$2,250.00	\$0
5	Utility Branded CIEP Setup Fee (One-time)	0	\$2,250.00	\$0
6	HealthMap Portal Setup Fee (One-time)	1	\$8,000.00	<u>\$8,000</u>
	<b>Subtotal - Portal Application Setup Fees (One-time)</b>			<b>\$8,000</b>
7	Recurring Annual Fee (UEP application)	1	\$8,600.00	\$8,600
8	Recurring Annual Fee (CIEP application)	1	\$8,600.00	\$8,600
9	Recurring Annual Fee (HealthMap application)	1	\$7,300.00	<u>\$7,300</u>
	<b>Subtotal - Annual Fees (Recurring)</b>			<b>\$24,500</b>
10	Recurring Per Meter Monthly Fee (UEP)	12	\$1,610.00	\$19,320
11	Recurring Monthly Fee (CIEP)	12	\$256.01	\$3,072
12	Recurring Per Meter Monthly Fee (HealthMap)	12	\$520.00	<u>\$6,240</u>
	<b>Subtotal - Per Meter Monthly Fees (Recurring)</b>			<b>\$28,632</b>
13	Site License EA Inspector Manager	0	\$2,500.00	\$0
14	Site License Route Manager	0	\$2,500.00	<u>\$0</u>
	<b>Subtotal - AMI Software</b>			<b>\$0</b>

**Program Delivery Services**

Item #	Description	Qty	Unit Price	Ext.Price
15	AMI Project Delivery Services <i>Project Management</i> <i>Field Services Support/Logistics</i>	1	\$113,760.00	\$113,760
16	Est. Travel & Living Expenses (Elster)	1	\$10,000.00	<u>\$10,000</u>
	<b>Subtotal - AMI Project Delivery Services</b>			<b>\$123,760</b>

17	Standard Integration to Utility CIS/Billing System	0	\$15,000.00	\$0
18	APPA / Hometown Connections Credit for Professional Services	0	(\$15,000.00)	\$0
	<b>Subtotal - Professional Services</b>			<b>\$0</b>

**Total - Hardware, Software, and Program Delivery Services** **\$187,913**

**Annual Maintenance Fees**

Item #	Description	Qty	Unit Price	Ext.Price
19	Annual System Maintenance Fee (AMI): 9x5 Support	1	\$2,000.00	\$2,000
20	Annual Equipment Maintenance Fee: EA Inspector Installer Handheld	1	\$895.00	<u>\$895</u>
	<b>Total - Annual Maintenance Fees</b>			<b>\$2,895</b>

**Pricing Notes and Assumptions**

**Price Validity:** All pricing is valid for 180 days from date of RFP submission.

**Sales Tax:** Pricing for proposed hardware, software, and services does not include sales tax.

Pricing assumes 4 year minimum contract term for each SOW unless mutually agreed by the parties.

**The Elster Managed Services solution includes the following core features:**

- Secure hosting of EnergyAxis and NetSense headend in ISO27001 certified data center.
- Coordination of ongoing firmware maintenance of Elster meters and gatekeepers
- Daily/on-demand meter data collection
- Meter communication troubleshooting
- Elster Electric meters, Elster water modules and Elster gas modules data processing and publishing
- Meter data availability in CMEP, XML, CSV file formats
- Storage of historical data in data center for one year
- Validate, Estimate and Edit (VEE) of consumption data from meters for customer's CIS Billing system.
- Processing and storage of meter data in the data center- Data includes Load Profile Data, Register Read Data, Alerts, Events, Statuses, Instrumentation Values
- Automated delivery of validated consumption data to customer's CIS Billing system via secure FTP folder
- Secure access to the Utility Energy Portal (UEP) web portal application of Elster Managed Services
- Coordination of the issue resolution process between customer, Utilismart and Elster Support
- 5x9 support
  - o Normal hours of service are 8am to 5pm EST
  - o Support can be accessed via a toll free phone number or email
  - o All customer support requests are tracked and maintained by a Helpdesk ticketing system that creates an individual case number for each request and manages each case from the initial customer contact to completion of the support request
- Data Backup
  - o Backed-up to standby mirrored server
  - o Updated daily using log files
- Disaster Recovery Support
  - o Restoration to standby mirrored server

**The Utility Energy Portal (UEP) is a meter data management (MDM) web portal for utility operations staff.**

**UEP supports the following features:**

Standard functions from meters on a map

- On Request Reads
- Remote Disconnect/Connect (for meters with the disconnect function)
- Communication path analysis
- Ad-hoc search for meters on a map
- Standard Reports from meters on a list
- Overall performance of AMI meter reads per billing cycle
- Detailed statistics of AMI meter reads per billing cycle or per gatekeeper
- Ad-hoc data export per billing cycle or data range
- Data aggregation per region, per community, etc.
- Streamlining and automation of Validation, Estimation, Editing, Reporting, Web Presentment, and Data Delivery.

**The Commercial and Industrial Energy Portal (CIEP) is a full-featured energy analytics portal application for sophisticated**

end consumers of commercial and industrial electric energy usage that need a better way to manage their energy use. It is ideal for large users of energy (typically over 250 MWh per year) with significant energy bills that manage complex loads such as grocery stores, school boards, hospitals, manufacturing plants, mills, warehouses, etc. It features several analytic reports specifically designed for large users of energy with complex loads. These reports display metered energy in graph and charts, including the following:

- Demand Profile – displays demand [real, reactive and apparent power] and power factor
- Consumption Profile – displays consumption for on-peak and off-peak periods
- Min/Max/Avg Profile – displays min/max/avg for each time of day interval
- Load Duration Curve – displays % demand for % time

**HealthMap is a portal application for electric network operations offered as an option under the Elster Managed Services bundle. HealthMap leverages data from electric meters in near real-time to monitor the health of an electric distribution network. With HealthMap, utility operations staff can perform the following:**

- View the state of the entire network, down to distribution transformers and service points
- Monitor load and voltage at feeders, distribution transformers and customer meters
- Automatically record load and voltage history on a graph for immediate reference
- Receive an email alert when load or voltage exceeds a threshold
- Detect network events, such as under voltage, over voltage and power outages
- Determine the likely cause and its location on a map
- Isolate the event and communicate resolution to your stakeholders on a map
- Substantiate decisions with historical evidence

Utility customers maximize the return on their AMI smart metering investment by implementing HealthMap to analyze the following in near real-time:

- Power Outage
- Under/Over Voltage
- Transformer Load
- Network Loss

Recurring monthly UEP unit price calculated as 7,000 endpoints X \$0.214 per endpoint.

Recurring monthly CIEP unit price calculated as 240 endpoints X \$10.667 per endpoint.

Recurring monthly HealthMap unit price calculated as 4,000 endpoints X \$0.12 per endpoint.

**Program Delivery Services:**

- Pricing for Elster Project Delivery Services assumes 12 month customer engagement period.
- Services not defined by a mutually agreed Project Plan or Statement of Work (SOW) will be billed on a Time and Materials basis.
- Overruns due to delays or issues caused by utility will be billed on a Time & Materials basis.

**Travel:** Elster Travel and Living Expenses are estimated. Customer will be invoiced for actual expenses + 10%.

Necessary modifications due to changes in CIS requirements (i.e. new file format type, layout etc.) will be performed on a Time & Material basis via a change order issued by Elster.

Any additional custom integration work (i.e SCADA, PrePay, OMS) will be performed on a Time & Material basis via SOW.

MultiSpeak integration: Support for UEP (MDM) MultiSpeak web service interfaces to the CIS. See table below for details of supported Multispeak commands for CIS integration.

**System Maintenance:**

- Pricing for system maintenance is estimated. Please see the Elster System Maintenance Agreement (SMA) for details.
- Annual System Maintenance Fee calculated as 20% of Connexo software platform LIST PRICE.

Description	List Price	Discount Price
Site License EA Inspector Manager	\$5,000	\$2,500
Site License Route Manager	\$5,000	\$2,500
<b>Total</b>	\$10,000	\$5,000
Annual System Maintenance Fee (Elster SMA): 9X5 Support	\$2,000	

**Elster EnergyAxis™ Advanced Metering Infrastructure**

Elster Pricing Summary for City of Ottawa, KS (Year 3)

**Hardware**

Item #	Description	Qty	Unit Price	Ext.Price
	<i>Electric Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Electric Meters</b>			<b>\$0</b>
	<i>Replacement Water Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Replacement Water Meters</b>			<b>\$0</b>
	<i>AMI Water Modules to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Hardware Water</b>			<b>\$0</b>
	<i>AMI Network Infrastructure to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Network Infrastructure</b>			<b>\$0</b>
1	EA Inspector Installer Dual Load Handheld (RADIX with SCANNER AND GPS)	0	\$5,500.00	<u>\$0</u>
	<b>Subtotal - AMI Network Tools</b>			<b>\$0</b>
	<b>Optional FOB Destination Shipping Terms</b>			
	<i>Price Adder for AMI System Hardware</i>	<i>All hardware</i>	<i>2.0%</i>	<i>--</i>

**Software**

Item #	Description	Qty	Unit Price	Ext.Price
2	One Time Per Meter Setup Fee (UEP)	3,500	\$0.75	\$2,625
3	One Time Per Meter Setup Fee (CIEP)	0	\$33.00	<u>\$0</u>
	<b>Subtotal - Endpoint Setup Fees (One-time)</b>			<b>\$2,625</b>
4	Utility Branded UEP Setup Fee (One-time)	0	\$2,250.00	\$0
5	Utility Branded CIEP Setup Fee (One-time)	0	\$2,250.00	\$0
6	HealthMap Portal Setup Fee (One-time)	0	\$8,000.00	<u>\$0</u>
	<b>Subtotal - Portal Application Setup Fees (One-time)</b>			<b>\$0</b>
7	Recurring Annual Fee (UEP application)	1	\$8,600.00	\$8,600
8	Recurring Annual Fee (CIEP application)	1	\$8,600.00	\$8,600
9	Recurring Annual Fee (HealthMap application)	1	\$7,300.00	<u>\$7,300</u>
	<b>Subtotal - Annual Fees (Recurring)</b>			<b>\$24,500</b>
10	Recurring Per Meter Monthly Fee (UEP)	12	\$2,415.00	\$28,980
11	Recurring Monthly Fee (CIEP)	12	\$256.01	\$3,072
12	Recurring Per Meter Monthly Fee (HealthMap)	12	\$780.00	<u>\$9,360</u>
	<b>Subtotal - Per Meter Monthly Fees (Recurring)</b>			<b>\$41,412</b>
13	Site License EA Inspector Manager	0	\$2,500.00	\$0
14	Site License Route Manager	0	\$2,500.00	<u>\$0</u>
	<b>Subtotal - AMI Software</b>			<b>\$0</b>

**Program Delivery Services**

Item #	Description	Qty	Unit Price	Ext.Price
15	AMI Project Delivery Services <i>Project Management</i> <i>Field Services Support/Logistics</i>	--	<i>T&amp;M if needed</i>	--
16	Est. Travel & Living Expenses (Elster)	--	<i>TBD</i>	--
	<b>Subtotal - AMI Project Delivery Services</b>			<b>\$0</b>

17	Standard Integration to Utility CIS/Billing System	0	\$15,000.00	\$0
18	APPA / Hometown Connections Credit for Professional Services	0	(\$15,000.00)	\$0
	<b>Subtotal - Professional Services</b>			<b>\$0</b>

**Total - Hardware, Software, and Program Delivery Services** **\$68,537**

**Annual Maintenance Fees**

Item #	Description	Qty	Unit Price	Ext.Price
19	Annual System Maintenance Fee (AMI): 9x5 Support	1	\$2,000.00	\$2,000
20	Annual Equipment Maintenance Fee: EA Inspector Installer Handheld	1	\$895.00	<u>\$895</u>
	<b>Total - Annual Maintenance Fees</b>			<b>\$2,895</b>

**Pricing Notes and Assumptions**

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**Sales Tax:** Pricing for proposed hardware, software, and services does not include sales tax.

Pricing assumes 4 year minimum contract term for each SOW unless mutually agreed by the parties.

**The Elster Managed Services solution includes the following core features:**

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- Meter communication troubleshooting
- Elster Electric meters, Elster water modules and Elster gas modules data processing and publishing
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- Storage of historical data in data center for one year
- Validate, Estimate and Edit (VEE) of consumption data from meters for customer's CIS Billing system.
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- Automated delivery of validated consumption data to customer's CIS Billing system via secure FTP folder
- Secure access to the Utility Energy Portal (UEP) web portal application of Elster Managed Services
- Coordination of the issue resolution process between customer, Utilismart and Elster Support
- 5x9 support
  - o Normal hours of service are 8am to 5pm EST
  - o Support can be accessed via a toll free phone number or email
  - o All customer support requests are tracked and maintained by a Helpdesk ticketing system that creates an individual case number for each request and manages each case from the initial customer contact to completion of the support request
- Data Backup
  - o Backed-up to standby mirrored server
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Standard functions from meters on a map

- On Request Reads
- Remote Disconnect/Connect (for meters with the disconnect function)
- Communication path analysis
- Ad-hoc search for meters on a map
- Standard Reports from meters on a list
- Overall performance of AMI meter reads per billing cycle
- Detailed statistics of AMI meter reads per billing cycle or per gatekeeper
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- Data aggregation per region, per community, etc.
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- Receive an email alert when load or voltage exceeds a threshold
- Detect network events, such as under voltage, over voltage and power outages
- Determine the likely cause and its location on a map
- Isolate the event and communicate resolution to your stakeholders on a map
- Substantiate decisions with historical evidence

Utility customers maximize the return on their AMI smart metering investment by implementing HealthMap to analyze the following in near real-time:

- Power Outage
- Under/Over Voltage
- Transformer Load
- Network Loss

Recurring monthly UEP unit price calculated as 10,500 endpoints X \$0.214 per endpoint.

Recurring monthly CIEP unit price calculated as 360 endpoints X \$10.667 per endpoint.

Recurring monthly HealthMap unit price calculated as 6,000 endpoints X \$0.12 per endpoint.

**Program Delivery Services:**

- Services not defined by a mutually agreed Project Plan or Statement of Work (SOW) will be billed on a Time and Materials basis.
- Overruns due to delays or issues caused by utility will be billed on a Time & Materials basis.

**Travel:** Elster Travel and Living Expenses are estimated. Customer will be invoiced for actual expenses + 10%.

Necessary modifications due to changes in CIS requirements (i.e. new file format type, layout etc.) will be performed on a Time & Material basis via a change order issued by Elster.

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MultiSpeak integration: Support for UEP (MDM) MultiSpeak web service interfaces to the CIS. See table below for details of supported Multispeak commands for CIS integration.

**System Maintenance:**

- Pricing for system maintenance is estimated. Please see the Elster System Maintenance Agreement (SMA) for details.
- Annual System Maintenance Fee calculated as 20% of Connexo software platform LIST PRICE.

Description	List Price	Discount Price
Site License EA Inspector Manager	\$5,000	\$2,500
Site License Route Manager	<u>\$5,000</u>	<u>\$2,500</u>
<b>Total</b>	\$10,000	\$5,000
Annual System Maintenance Fee (Elster SMA): 9X5 Support	\$2,000	

**Elster EnergyAxis™ Advanced Metering Infrastructure**

Elster Pricing Summary for City of Ottawa, KS (Year 4)

**Hardware**

Item #	Description	Qty	Unit Price	Ext.Price
	<i>Electric Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Electric Meters</b>			<b>\$0</b>
	<i>Replacement Water Meters to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - Replacement Water Meters</b>			<b>\$0</b>
	<i>AMI Water Modules to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Hardware Water</b>			<b>\$0</b>
	<i>AMI Network Infrastructure to be purchased through local WESCO Distributor</i>	--	--	--
	<b>Subtotal - AMI Network Infrastructure</b>			<b>\$0</b>
1	EA Inspector Installer Dual Load Handheld (RADIX with SCANNER AND GPS)	0	\$5,500.00	<u>\$0</u>
	<b>Subtotal - AMI Network Tools</b>			<b>\$0</b>
	<b>Optional FOB Destination Shipping Terms</b>			
	<i>Price Adder for AMI System Hardware</i>	<i>All hardware</i>	<i>2.0%</i>	<i>--</i>

**Software**

Item #	Description	Qty	Unit Price	Ext.Price
2	One Time Per Meter Setup Fee (UEP)	1,500	\$0.75	\$1,125
3	One Time Per Meter Setup Fee (CIEP)	0	\$33.00	<u>\$0</u>
	<b>Subtotal - Endpoint Setup Fees (One-time)</b>			<b>\$1,125</b>
4	Utility Branded UEP Setup Fee (One-time)	0	\$2,250.00	\$0
5	Utility Branded CIEP Setup Fee (One-time)	0	\$2,250.00	\$0
6	HealthMap Portal Setup Fee (One-time)	0	\$8,000.00	<u>\$0</u>
	<b>Subtotal - Portal Application Setup Fees (One-time)</b>			<b>\$0</b>
7	Recurring Annual Fee (UEP application)	1	\$8,600.00	\$8,600
8	Recurring Annual Fee (CIEP application)	1	\$8,600.00	\$8,600
9	Recurring Annual Fee (HealthMap application)	1	\$7,300.00	<u>\$7,300</u>
	<b>Subtotal - Annual Fees (Recurring)</b>			<b>\$24,500</b>
10	Recurring Per Meter Monthly Fee (UEP)	12	\$2,760.00	\$33,120
11	Recurring Monthly Fee (CIEP)	12	\$256.01	\$3,072
12	Recurring Per Meter Monthly Fee (HealthMap)	12	\$845.00	<u>\$10,140</u>
	<b>Subtotal - Per Meter Monthly Fees (Recurring)</b>			<b>\$46,332</b>
13	Site License EA Inspector Manager	0	\$2,500.00	\$0
14	Site License Route Manager	0	\$2,500.00	<u>\$0</u>
	<b>Subtotal - AMI Software</b>			<b>\$0</b>

**Program Delivery Services**

Item #	Description	Qty	Unit Price	Ext.Price
15	AMI Project Delivery Services <i>Project Management</i> <i>Field Services Support/Logistics</i>	--	<i>T&amp;M if needed</i>	--
16	Est. Travel & Living Expenses (Elster)	--	<i>TBD</i>	--
	<b>Subtotal - AMI Project Delivery Services</b>			<b>\$0</b>

17	Standard Integration to Utility CIS/Billing System	0	\$15,000.00	\$0
18	APPA / Hometown Connections Credit for Professional Services	0	(\$15,000.00)	\$0
	<b>Subtotal - Professional Services</b>			<b>\$0</b>

**Total - Hardware, Software, and Program Delivery Services** **\$71,957**

**Annual Maintenance Fees**

Item #	Description	Qty	Unit Price	Ext.Price
19	Annual System Maintenance Fee (AMI): 9x5 Support	1	\$2,000.00	\$2,000
20	Annual Equipment Maintenance Fee: EA Inspector Installer Handheld	1	\$895.00	<u>\$895</u>
	<b>Total - Annual Maintenance Fees</b>			<b>\$2,895</b>

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- Receive an email alert when load or voltage exceeds a threshold
- Detect network events, such as under voltage, over voltage and power outages
- Determine the likely cause and its location on a map
- Isolate the event and communicate resolution to your stakeholders on a map
- Substantiate decisions with historical evidence

Utility customers maximize the return on their AMI smart metering investment by implementing HealthMap to analyze the following in near real-time:

- Power Outage
- Under/Over Voltage
- Transformer Load
- Network Loss

Recurring monthly UEP unit price calculated as 14,000 endpoints X \$0.214 per endpoint.

Recurring monthly CIEP unit price calculated as 360 endpoints X \$10.667 per endpoint.

Recurring monthly HealthMap unit price calculated as 8,000 endpoints X \$0.12 per endpoint.

**Program Delivery Services:**

- Services not defined by a mutually agreed Project Plan or Statement of Work (SOW) will be billed on a Time and Materials basis.
- Overruns due to delays or issues caused by utility will be billed on a Time & Materials basis.

**Travel:** Elster Travel and Living Expenses are estimated. Customer will be invoiced for actual expenses + 10%.

Necessary modifications due to changes in CIS requirements (i.e. new file format type, layout etc.) will be performed on a Time & Material basis via a change order issued by Elster.

Any additional custom integration work (i.e SCADA, PrePay, OMS) will be performed on a Time & Material basis via SOW.

MultiSpeak integration: Support for UEP (MDM) MultiSpeak web service interfaces to the CIS. See table below for details of supported Multispeak commands for CIS integration.

**System Maintenance:**

- Pricing for system maintenance is estimated. Please see the Elster System Maintenance Agreement (SMA) for details.
- Annual System Maintenance Fee calculated as 20% of Connexo software platform LIST PRICE.

Description	List Price	Discount Price
Site License EA Inspector Manager	\$5,000	\$2,500
Site License Route Manager	<u>\$5,000</u>	<u>\$2,500</u>
<b>Total</b>	\$10,000	\$5,000
Annual System Maintenance Fee (Elster SMA): 9X5 Support	\$2,000	

**Elster EnergyAxis™ Advanced Metering Infrastructure**

Elster Invoice Schedule for City of Ottawa, KS

Invoice Schedule							
Item #	Product / Service Description	Invoice Prompt	Year 1	Year 2	Year 3	Year 4	Invoice Total
1	AMI Network Tools	Per Delivery Terms	\$5,500	\$0	\$0	\$0	\$5,500
2-3	Endpoint Setup Fees	Milestone (Invoice upon effective Managed Services start date.)	\$3,021	\$3,021	\$2,625	\$1,125	\$9,792
4-6	Portal Application Setup Fees	Milestone (Invoice upon effective Managed Services start date.)	\$12,500	\$8,000	\$0	\$0	\$20,500
7-9	Annual Fees for Managed Services	Annual (Year 1 invoiced in lump sum upon effective Managed Services start date. Annual renewal thereafter.)	\$24,500	\$24,500	\$24,500	\$24,500	\$98,000
10-12	Per Meter Fees for Managed Services	Monthly (Exact Invoice Schedule TBD)	\$14,316	\$28,632	\$41,412	\$46,332	\$130,692
13-14	AMI Software	Milestone (Upon Completion of Project Planning Meeting)	\$5,000	\$0	\$0	\$0	\$5,000
15	AMI Project Delivery Services	Milestone (Exact Invoice Schedule TBD)	\$84,160	\$113,760	\$0	\$0	\$197,920
16	Travel & Living Expenses	Estimated (Invoice at Actual Cost + 10% Admin Fee when incurred.)	\$10,000	\$10,000	\$0	\$0	\$20,000
19	System Maintenance Fee	Annual (Year 1 invoiced upon effective SMA start date and prorated through 12/31. Annual renewal thereafter.)	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
20	Equipment Maintenance Fee	Annual (Year 1 invoiced upon effective EMA start date and prorated through 12/31. Annual renewal thereafter.)	\$895	\$895	\$895	\$895	\$3,580
<b>Total - Hardware, Software, Program Delivery Services, &amp; Maintenance</b>							<b>\$498,984</b>
	Network Design Reserve	Estimated (Invoice at Actual Cost if needed)					\$2,075