Coal Creek Utility District
Regular Board Meeting Agenda
September 25, 2019
Wednesday - 5:00 p.m.

1. Call to Order
2. Flag Salute
3. Approval of Agenda – Additions or Deletions
4. Consent Agenda
   - Approval of Minutes – Regular Meeting of August 28, 2019
   - Design Approval - May Creek Grove, LLC – DEA Sewer
   - Design Approval - Avalon Lot 6 – DEA Water/Sewer
   - Final Acceptance - Notch Apartments (GRE Newcastle II, LLC) – DEA Water/Sewer
   - Stormwater Discharge Agreement Amendment – Avalon Lot 6
5. Citizens Comments and Concerns
6. Legal Services – Inslee Best – King County Franchise Ordinance
8. Ferguson/Sensus Agreement
9. State Auditor’s Office – Citizen Hotline Submission
10. Attorney’s Comments
11. Engineer’s Comments
12. Approval of Vouchers
   - Water/Sewer Maintenance Fund – Accounts Payable - Voucher Nos. 1133 to 1139 in the amount of $32,987.25
   - Water/Sewer Maintenance Fund – Accounts Payable – Voucher Nos. 1140 to 1167 in the amount of $469,248.36
   - Water/Sewer Maintenance Fund – Accounts Payable – Voucher Nos. 1168 to 1197 in the amount of $64,036.35
   - Water/Sewer Maintenance Fund – Payroll in the amount of $63,547.88
   - Water/Sewer Maintenance Fund – Payroll Draw in the amount of $22,600.00
   - Water/Sewer Maintenance Fund – EFT in the amount of $96,290.86
13. Finance Manager’s Comments
14. Operation Manager’s Comments
15. General Manager’s Comments
16. Commissioners’ Comments
17. Other District Business
18. Additional Citizens Comments
19. Executive Session
   • N/A
20. Adjourn

Note: Agenda items subject to change. *Resolution # 1884
MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF COAL CREEK UTILITY DISTRICT OF KING COUNTY, WASHINGTON

Held on August 28, 2019

A regular meeting of the Board of Commissioners of Coal Creek Utility District was held at the District Office, 6801 – 132nd Place SE, Newcastle, Washington, on August 28, 2019. Commissioner Kunkel, Board President, called the meeting to order at 5:00 p.m. Commissioner Ric Anderson, Board Vice-President, and Commissioner Pam Martin, Board Secretary, were also in attendance. District staff Robert Russell, General Manager, Patrick Martin, Operations Manager, and Anne Paige, Finance Manager, were present. Bill Reynolds, District consulting engineer, and John Milne, District legal counsel, were also present.

APPROVAL OF AGENDA

Commissioner Martin made a motion to approve the agenda. Commissioner Anderson seconded the motion, which carried unanimously.

CONSENT AGENDA

Approval of Minutes – Regular Board Meeting of August 14, 2019.

Commissioner Anderson made a motion to approve the consent agenda. Commissioner Martin seconded the motion, which carried unanimously.

CITIZENS’ COMMENTS/CONCERNS

There were no comments from the citizen in attendance.

EQUIPMENT SURPLUS – KIP PRINTER

Russell reported the Board at the August 14, 2019 meeting had authorized the purchase of a new printer to replace the KIP printer. Russell stated the old printer had no value due to its excessive age and recommended the Board declare the old printer surplus to the District’s needs.
and authorize its disposal at the least cost to the District. Following discussion, Commissioner Martin so moved by the adoption of Resolution No. 1883. Commissioner Anderson seconded the motion, which carried unanimously.

**EAGLE EYE NETWORKS SUBSCRIPTION/CLOUD VIDEO SURVEILLANCE**

District staff recommended the District enter into a one-year Eagle Eye cloud-based subscription service for the CCTV security system the Board at the August 14, 2019 meeting had authorized staff to acquire. Following discussion, Commissioner Martin made a motion authorizing District staff to acquire the service for a one-year period at a cost of $3,476. Commissioner Anderson seconded the motion, which carried unanimously.

**ATTORNEY’S COMMENTS**

Milne reported that he would be absent from the next regular Board meeting but that Rosemary Larson in his office would attend the Board meeting.

**ENGINEER’S COMMENTS**

Reynolds reported on the status of the I-405 water main crossing project. The project design had been prepared, permits would now be applied for, and, once received, the project work would be bid for construction.

Reynolds reported on the status of the 580 tanks retrofit project.

**APPROVAL OF VOUCHERS**

The Board approved the Water/Sewer Maintenance Fund – Accounts Payable - Voucher Nos. 1074 to 1106 in the amount of $417,066.91.

The Board approved the Water/Sewer Maintenance Fund – Accounts Payable - Voucher Nos. 1107 to 1132 in the amount of $53,011.42.
The Board approved Water/Sewer Maintenance Fund – Payroll in the amount of $20,800.00.

The Board approved Water/Sewer Maintenance Fund – EFT in the amount of $13,802.94.

**FINANCE MANAGER'S COMMENTS**

Paige reported an HRA VEBA representative had recently met with District staff regarding possible changes to the field and office employee HRA VEBA programs. She advised the District commissioners also represented a group and could adjust their payroll deductions if they agreed to do so. She will keep the Board further advised.

Paige provided the commissioners with copies of a draft financial statement for the year ending June 30, 2019, for their review.

**OPERATIONS MANAGER’S COMMENTS**

Mr. Martin reported that staff had reached agreement with Sensus/Ferguson regarding the replacement of 430 defective water meters and an AMI pilot program. He will provide the commissioners with copies of the documentation for review and requested Board approval of the settlement documentation at the next regular meeting.

Mr. Martin reported that divers had recently inspected the 440 Reservoir and that he was expecting an inspection report from TCIC which he will share with the Commissioners upon receipt.

**GENERAL MANAGER’S COMMENTS**

Russell reported on preparations for the District’s participation in the Newcastle Days festival. The District will continue to emphasize conservation measures and will also focus on the District’s participation with King County on emergency preparedness and hazard mitigation.
COMMISSIONERS’ COMMENTS

Commissioner Martin reported on her attendance at the recent State Association Board of Directors meeting.

Commissioner Anderson reported on his attendance at the recent State Association Board of Directors meeting.

Commissioner Anderson reported on his attendance at the recent State Association Conference and Training committee meeting.

Commissioner Kunkel reminded the Board that he would be absent from the September 11, 2019, Board meeting.

OTHER DISTRICT BUSINESS

There was no further District business.

ADDITIONAL CITIZEN’S COMMENTS

There were no comments from the citizen in attendance.

ADJOURNMENT

As there was no further business or persons to be heard, the meeting concluded at 5:45 p.m.

BOARD OF COMMISSIONERS

Richard Anderson, Commissioner

Douglas Kunkel, Commissioner

Pam Martin, Commissioner
AMENDMENT TO AGREEMENT

This AMENDMENT to AGREEMENT ("Amendment") is made and entered into by and between COAL CREEK UTILITY DISTRICT, a Washington municipal corporation ("District") and NEWCASTLE JOINT VENTURE, LLC, a Delaware limited liability company ("Developer") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

A. District owns and operates water and sewer systems pursuant to Title 57 RCW in the Newcastle area located in King County, Washington. Developer is developing certain real property located within the District's water and sewer service areas and within the City of Newcastle, Washington.

B. The Parties previously entered into an Agreement with an Effective Date of March 12, 2019 (the "Agreement"), in which the District agreed that the Developer could dispose of certain Wastewater into the District's sanitary sewer system on a temporary basis, from the Developer's property referred to as Lot 4 and legally described on Exhibit A to the Agreement, in accordance with the terms and conditions of the Agreement.

C. Developer now plans to develop additional real property as part of the AvalonBay Newcastle Project, referred to as Lot 6. Developer desires to discharge construction dewatering wastewater ("Lot 6 Wastewater") from Lot 6 into the District's sewer system by depositing the Lot 6 Wastewater into a side sewer ("Lot 6 Side Sewer") to be constructed to connect to the District's sewer system in 134th Pl. SE, Newcastle, Washington, as depicted on Exhibit B attached hereto and incorporated by this reference.

E. The District will consent to the disposal of Lot 6 Wastewater from Lot 6 into the District's sewer system on the terms and conditions of the Agreement, as amended by this Amendment. Thus, the Parties desire to amend the Agreement to add Lot 6 to the Property subject to the Agreement, and to make the other revisions stated below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Amendment to Recital B. Recital B of the Agreement is amended to state as follows:

B. Developer plans to develop certain real property referred to as Lot 4 and Lot 6 as part of the project known as AvalonBay Newcastle (the "Project"), located in Newcastle, WA, which are is legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property").
2. **Amendment of Exhibit A.** Exhibit A to the Agreement is amended to read as **Exhibit A** attached hereto and incorporated herein by this reference.

3. **Amendment to Recital C.** Recital C of the Agreement is amended to state as follows:

   D. Developer desires to discharge construction dewatering wastewater ("Wastewater") from the Property into the District's sewer system by depositing the Wastewater from Lot 4 into a side sewer (the "Lot 4 Side Sewer") to be constructed adjacent to the District's manhole No. 17 (per design drawings 15004) which is located at 134th Pl. SE, Newcastle, Washington (the "Manhole"), and by depositing the Wastewater from Lot 6 into a side sewer to be constructed from Lot 6 to a connection point in the District's sewer main located in the 134th Pl. SE, Newcastle, Washington right-of-way (the "Lot 6 Side Sewer"). The Lot 4 Side Sewer and the Lot 6 Side Sewer are referred to collectively as the "Side Sewer." The Side Sewer and Manhole are depicted on Exhibit B attached hereto and incorporated by this reference.

4. **Amendment of Exhibit B.** Exhibit B to the Agreement is amended to read as **Exhibit B** attached hereto and incorporated herein by this reference.

5. **Amendment to Section 1.** Section 1 of the Agreement is amended to read as follows:

   1. **Temporary Wastewater Disposal.** Subject to the terms and conditions of this Agreement, the District agrees that Developer may discharge Wastewater from the Property on a temporary basis, from February 19, 2019, through July 1, 2019 January 31, 2019 through January 30, 2021 (the "Discharge Period"), into the District's sewer system through the Side Sewer at the Manhole. Developer shall dispose of the Wastewater by discharging the Wastewater directly into the Side Sewer. Developer's disposal of Wastewater into the District's sewer system shall only take place between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and weekends and holidays between the hours of 9:00 a.m. and 6:00 p.m., unless otherwise extended or reduced in writing by the District. Developer shall not discharge any solid waste into the District's sewer system through the Side Sewer.

6. **Effect of this Amendment.** Unless expressly revised by this Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged.

7. **Effective Date.** This Amendment shall be effective on the date upon which both Parties have signed this Amendment.
NEWCASTLE JOINT VENTURE, LLC.

By: Newcastle Multifamily Rental, LLC, a Delaware limited liability company, its Managing Member

By: AvalonBay Communities, Inc., a Maryland corporation, its sole member

By: 

Name: Derek Butter

Title: Vice President of Development

Date: Sept 12, 2019

COAL CREEK UTILITY DISTRICT

By: 

Name: 

Title: 

Date: 

EXHIBIT A

Legal Description of Property

Lot 4 Legal Description:

Lot 4 as defined in City of Newcastle Binding Site Plan 20161228000613

Lot 6 Legal Description:

Lot 6, Newcastle Commons Binding Site Plan according to the Binding Site Plan thereof Recorded in Volume 276 of Plats, Pages 1 through 11, Inclusive, and also under Recording Number 20161228000613, Records of King County, Washington
EXHIBIT B
Depiction of Side Sewer
SUBJECT: King County Franchise Ordinance

MEETING DATE: September 11, 2019

FROM: Robert Russell

EXHIBITS ATTACHED:

- Third Amendment to Agreement for Legal Services Relating to Appeal

SUMMARY STATEMENT/ISSUES: Due in part to the large number of *amici briefs* filed in this appeal, we are getting close to the $16,300 per district budget estimate authorized by the Second Amendment to Agreement for Legal Services signed by the districts in or around September of 2018. After taking into account attorney bills for August 2019 which will be issued shortly, by my calculation I believe each district will have approximately $528 remaining in the $16,300 budget amount (which covers Phase I, II and III). That amounts to just over $10,500 remaining in the total legal services budget.

I anticipate that final preparations for oral argument, possible motions to strike portions of WSAC’s amicus briefs, as well as some post-hearing legal efforts will exceed the estimated budget amount. Therefore, I have prepared a Third Amendment which requests an additional $1,500 contribution per district toward the combined legal services budget. I believe this amount should be adequate to complete this case.

STAFF RECOMMENDATION: Motion to approve for the General Manager to sign and return Third Amendment to Legal Services Agreement.

TYPE OF ACTION REQUESTED:

☐ RESOLUTION

☒ FORMAL ACTION/MOTION

☐ INFORMATIONAL/OTHER
THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES
RELEATING TO APPELLATE PROCEEDINGS

This Third Amendment to Agreement for Legal Services ("Third Amendment") is made by and between ("District") and Inslee, Best, Doezie & Ryder, P.S. ("Firm") (individually a "Party" and collectively the "Parties").

1. The Parties agree that Section V (Fees and Costs) of the Agreement for Legal Services ("Agreement") shall be amended as follows:

V. FEES AND COSTS

The Firm is authorized to perform the Legal Services for the benefit of the District on a time and materials basis at a cost not to exceed the amount of Seventeen Thousand Eight Hundred Dollars ($17,800.00) which amount is based on the following fee estimates:

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<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>I</td>
<td>Information Gathering and Pre-Litigation Efforts</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>II</td>
<td>PR Efforts/Comments on Rule/Litigation Efforts</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>III</td>
<td>Appellate Proceedings and Public Records Review</td>
<td>$5,500.00</td>
</tr>
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<td></td>
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<td>$17,800.00</td>
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The fees and costs to be incurred by the District shall not exceed the amount of Seventeen Thousand Eight Hundred Dollars ($17,800.00) without the District’s prior written approval. The Parties acknowledge that the amount listed is only an estimate of fees and costs likely to be incurred. The Firm will provide periodic reports to the District regarding the status of litigation and the fees and costs incurred.

The fees and costs to provide the Legal Services shall be split pro-rata between all of the water and sewer districts that engage the Firm to provide the Legal Services. If additional entities interested in the litigation agree to contribute to the legal costs, an appropriate adjustment will be made to the districts’ pro rata share of the cost of Legal Services.

The District shall reimburse the Firm for all out-of-pocket expenses incurred on the District’s behalf, including but not limited to special mailing or courier fees, copying costs, long distance telephone charges, travel expenses, computerized legal research and other charges that the Firm advances on the District’s behalf.

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

DISTRICT

By

Its

Dated

FIRM: Inslee, Best, Doezie & Ryder, P.S.

By

Eric C. Frimodt, Shareholder

Dated 9/7/19
Business of Coal Creek Utility District Board of Commissioners

SUBJECT: Resolution Declaring Certain District Property Surplus

MEETING DATE: September 11, 2019

FROM: Robert Russell

EXHIBITS ATTACHED:
  • Resolution Declaring Certain District Property Surplus/Exhibit


The vehicle has some mechanical defects and needs servicing but is still in reasonable running condition.

STAFF RECOMMENDATION: Due to the age and condition of the District vehicle, it is staff’s recommendation to surplus the vehicle and send it to the King County auction for sale.

TYPE OF ACTION REQUESTED:

☑ RESOLUTION

☐ FORMAL ACTION/MOTION

☐ INFORMATIONAL/OTHER
COAL CREEK UTILITY DISTRICT
KING COUNTY, WASHINGTON

RESOLUTION NO. ________

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF COAL CREEK UTILITY DISTRICT OF KING COUNTY, WASHINGTON, DECLARING CERTAIN DISTRICT PERSONAL PROPERTY SURPLUS AND DECLARING THE DISTRICT’S INTENTION TO SELL THE PERSONAL PROPERTY AT PRIVATE OR PUBLIC SALE.

WHEREAS, Coal Creek Utility District ("District") owns certain personal property as described on Exhibit A attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, District management staff have advised and recommended to the District Board of Commissioners that (1) the District does not and will not need the Property for District purposes or otherwise, (2) the Property has an estimated value of more than Two Thousand Five Hundred Dollars ($2,500), and (3) the Property should be sold at private or public sale; now, therefore,

BE IT RESOLVED by the Board of Commissioners of Coal Creek Utility District of King County, Washington, as follows:

1. The Property as described on Exhibit A is not and will not be needed for District purposes.

2. The District hereby declares the Property to be surplus to the District’s needs and further declares its intention to sell the Property at private or public sale pursuant to the requirements of Chapter 57.08 RCW.

3. District management staff are authorized and directed to sell the Property at private or public sale as staff deems appropriate.

ADOPTED by the Board of Commissioners of Coal Creek Utility District of King County, Washington at the regular open public meeting thereof held on September 11, 2019.

______________________________
Richard D. Anderson, Commissioner

______________________________
Pamela A. Martin, Commissioner

______________________________
Douglas C. Kunkel, Commissioner
EXHIBIT A

PERSONAL PROPERTY

2004, Ford E350 Super Duty Van
Vin: 1FTSE34L94HB42886
Mileage: 71,328
SUBJECT: Settlement and Release Agreement between Ferguson Enterprises, LLC and Coal Creek Utility District

MEETING DATE: September 11, 2019

FROM: Management Staff

EXHIBITS ATTACHED:

- Settlement and Release Agreement
- Software as a Service and Spectrum Lease agreement
- G500 – Limited Warranty

SUMMARY STATEMENT/ISSUES: The District has purchased approximately four hundred thirty (430) Sensus iPERL water meters that were manufactured before July 7, 2014. Due to an identified defect in some the meters, Ferguson has agreed to replace the discovered meters at no cost to the District including the installation work. The District will get the benefit of an enhanced warranty that went into effect in May of 2018. Better coverage through years 10-15 (full replacement coverage). The District gets a 1-year no-cost pilot project to test the Sensus AMI system which includes hardware and software. Ferguson is going to reimburse the District for up to $7,500 in attorney fees. Therefore, the District will be recovering the substantial majority of the fees incurred in this matter.

STAFF RECOMMENDATION: Motion to approve the General Manager to enter into an agreement for Settlement and Release and Software as a Service with Ferguson Enterprises, LLC.

TYPE OF ACTION REQUESTED:

☐ RESOLUTION
☒ FORMAL ACTION/MOTION
☐ INFORMATIONAL/OTHER
SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (the “Agreement”), dated and effective as of _____________, 2019 (“Effective Date”), is by and between Ferguson Enterprises, LLC, a Virginia limited liability company (“Ferguson”), Sensus USA, Inc., a Delaware corporation (“Sensus”), and the Coal Creek Utility District, Newcastle, WA (“Utility”).

WHEREAS, the Utility has purchased approximately four hundred thirty (430) Sensus iPERL water meters that were manufactured prior to July 7, 2014 (the “Meters”);

WHEREAS, a potential dispute arose between Ferguson, Sensus, and the Utility regarding the Meters (the “Dispute”); and

WHEREAS, following good faith negotiations, Ferguson, Sensus, and the Utility have agreed to resolve the Dispute on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Ferguson, Sensus, and the Utility hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Replacement Meters.

   a. Replacement Meters. At no cost to the Utility, Ferguson will obtain from Sensus and provide to the Utility replacement iPERL water meters to replace the Meters previously purchased by the Utility (collectively, the “Replacement Meters”). The Replacement Meters will be of like sizes necessary to replace the Meters. Based on information provided to the Utility by Ferguson, the number of Meters to be replaced is approximately four hundred thirty (430). The actual number of Replacement Meters to be provided by Sensus could be more than 430 and will be subject to verification by the Utility and Ferguson.

   b. Warranty on Replacement Meters. Sensus’ standard limited warranty (G-500) attached hereto as Exhibit A will apply to all Replacement Meters. In addition, in the event any Replacement Meter is eligible for replacement under the terms of the standard limited warranty during the initial 15 years of the warranty period, Ferguson agrees to replace such Replacement Meter with a new meter of a similar type at no cost to the Utility. Replacement Meters eligible for replacement under the warranty during the remaining 5 years of the warranty (i.e., years 16-20) will be subject to the applicable prorated percentages contained in the warranty.

   c. Disposal of Meters. Unless otherwise agreed to by Ferguson and Sensus, upon replacement with Replacement Meters, Sensus will take possession and ownership of all replaced Meters (“Replaced Meters”). Sensus will scrap the Replaced Meters or take such other action as Sensus deems appropriate and Sensus will own all amounts generated by such activity.

3. Installation of Replacement Meters. Ferguson will work in cooperation with Sensus to ensure that Sensus contracts with a third-party contractor to install all Replacement Meters at Sensus’ cost.
and expense. The Utility shall have the right to approve of the third-party contractor hired by Sensus for the meter replacement work. The third-party contractor shall be required to procure commercial general liability and automobile insurance on an occurrence basis against liability to the third party contractor, the Utility, and the Utility’s officials, employees and agents for injury to person or property resulting from the performance of the meter replacement work. The minimum limits of coverage shall be $2,000,000 for each required coverage. The third-party contractor’s insurance shall be primary to any insurance maintained by the Utility, and any insurance maintained by the Utility shall be in excess of and not contribute with the third-party contractor’s insurance. The Utility shall be named as an additional insured/certificate holder by endorsement under such policy. The Utility will be responsible for its own direct and indirect costs and expenses incurred in connection with the replacement.

   a. Project Management. Ferguson will be responsible for overseeing the installation of the Replacement Meters and will act as a point of contact for the Utility.

   b. Route Data. The Utility will provide Sensus, Ferguson and any third-party contractor actually performing the meter replacement work with route data from billing to create work orders for the replacement.

4. Pilot Project. As additional consideration for the resolution of the Dispute, Ferguson and Sensus have agreed to provide the Utility with the Sensus FlexNet Fixed Based System for a one (1) year trial period. The pilot program shall be implement at no cost to the Utility. The pilot program will include one M400 base and certain Software as a Service to be further specified in a Software as a Service Agreement (“SAAS”) entered into between the Utility and Sensus. Ferguson and Sensus shall be responsible for any and all costs, expenses or fees relating to the equipment, software, setup and integration necessary to use the Sensus FlexNet Fixed Based System and Software as a Service for the one year pilot program. To the extent any payments are required under the terms of the SAAS in connection with the implementation of the pilot program, Ferguson and Sensus shall be responsible for such costs. The Utility shall have no obligation to continue using Sensus’ FlexNet Fixed Based System or the Software as a Service after the conclusion of the pilot program. If the Utility elects not to continue using Sensus’ FlexNet Base System or the Software as a Service after the end of the pilot program, the Utility will work with Ferguson and Sensus to return any software and hardware components of the AMI system.

5. Reimbursement of Legal Costs. Ferguson agrees to reimburse the Utility an amount not to exceed Seven Thousand Five Hundred and No/100 Dollars ($7,500.00) for the Utility’s legal costs actually incurred in connection with the Dispute, including the preparation and review of the agreements to resolve the Dispute. The Utility shall be required to provide Ferguson with reasonable documentation to establish the actual legal costs incurred by the Utility. Ferguson shall be required to make payment to the Utility within thirty (30) days of the presentation of a request for payment or invoice, along with supporting documentation evidencing the legal costs incurred by the Utility.


   a. Release of Ferguson. The Utility, for itself and its affiliates, successors, and assigns, for and in consideration of the terms and conditions of this Agreement, and by its execution of this Agreement, hereby fully, completely, and forever releases, remises, and discharges Ferguson
and its directors, officers, shareholders, employees, affiliates, distributors, and agents from any and all claims, actions, causes of action, lawsuits, suits, demands, damages, injuries, losses, costs, and liabilities whatsoever, whether currently known, unknown, or which may arise in the future, resulting from, arising out of, or in any way connected to the Meters, the Dispute, or the underlying facts giving rise to the Dispute. The foregoing release is a condition precedent to Ferguson entering into this Agreement. It is to be interpreted broadly so as to provide Sensus and the other released parties the maximum protection permitted under law.

b. Release of Sensus. The Utility and Ferguson, for themselves and their affiliates, successors, and assigns, for and in consideration of the terms and conditions of this Agreement, and by its execution of this Agreement, hereby fully, completely, and forever releases, remises, and discharges and agrees to reimburse, defend, indemnify, and hold harmless Sensus and its directors, officers, shareholders, employees, affiliates, distributors, and agents from any and all claims, actions, causes of action, lawsuits, suits, demands, damages, injuries, losses, costs, and liabilities whatsoever, whether currently known, unknown, or which may arise in the future, resulting from, arising out of, or in any way connected to the Meters, the Dispute, or the underlying facts giving rise to the Dispute. The foregoing release is a condition precedent to Sensus entering into this Agreement. It is to be interpreted broadly so as to provide Sensus and the other released parties the maximum protection permitted under law.

c. This Agreement. Nothing in this Section 6 of this Agreement, or anywhere else in this Agreement, is meant to, and does not, release claims and remedies for breach of this Agreement or relieve any party hereto of its obligations under this Agreement.

7. Acknowledgement. Each party hereto understands that the facts in respect of which this Agreement is made may hereafter turn out to be other than or different from the facts now known or believed by it to be true. Each party hereto accepts and assumes all risk of facts turning out to be different, such as any potential claim being greater, different, or more extensive than now known, anticipated, or expected. In spite of this risk, each party hereto agrees that this Agreement shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such mistake, change, or difference in facts. Each party hereto further agrees to waive and relinquish all rights it has or may have under any statute or legal decision providing that a general release does not extend to claims not known or suspected to exist at the time of executing the release, which if known by a claimant might have materially affected the settlement. Each party hereto specifically agrees that this Agreement and all releases set forth herein apply in such case to all such claims.

8. Confidentiality. Except as required by applicable law, court order, or regulation, neither party will directly or indirectly disclose to any non-party the facts or contents of this Agreement, or any documents or communications related to this Agreement or the Dispute, without the prior written consent of the other party. In the event that a party receives a document request, subpoena, or other legal process, such party shall immediately notify the other party so as to provide an opportunity for said other party to object to and challenge the subpoena, request, or other process in court.

9. Joint Effort. The preparation of this Agreement has been a joint effort of the parties hereto and shall not be construed more strictly against any party.
10. **Free and Voluntary Agreement.** Each party hereto acknowledges and agrees that it has been fully advised by legal counsel concerning the language and legal effect of this Agreement and knowingly enters into this Agreement freely and without coercion of any kind.

11. **No Waiver.** Any failure by a party hereto to enforce any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the rights of either party thereafter to enforce any and each such provision.

12. **No Admission.** The execution of this Agreement affects the settlement of potential claims and allegations which are disputed, contested, and denied. Each party hereto understands and agrees that nothing herein is intended, nor shall be deemed nor construed to be, an admission of liability by any party in any respect and to any extent whatsoever.

13. **Authority.** Each person signing this Agreement on behalf of a party hereto represents and warrants that he or she has the legal right, status, and authority to enter into this Agreement on behalf of the party for which he or she is signing. This includes specifically the authority of the representative of the Utility to execute this Agreement.

14. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, execution, performance, breach, or termination shall first be resolved by the parties attempting executive level meetings. If the dispute cannot be resolved within sixty (60) days of the commencement of the meetings, it shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association ("Rules") by one arbitrator appointed in accordance with the Rules. The arbitration shall be held in Newcastle, Washington in the English language. In any arbitration, the parties may agree on the selection of a single arbitrator, but if they cannot so agree, the parties shall accept a single arbitrator selected by the American Arbitration Association pursuant to the Rules. The arbitrator may not be affiliated, whether directly or indirectly, with any of the parties, including, without limitation, as an employee, consultant, partner, or shareholder. The arbitrator may permit each of the parties to the arbitration to engage in a reasonable amount of discovery. The award by the arbitrator shall be final and the parties shall require that the arbitrator issue along with the award a reasoned legal opinion explaining and justifying the award based on applied legal principles. The award issued by the arbitrator may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, either party may pursue equitable relief to prevent irreparable harm (e.g., inappropriate use or disclosure of a party's confidential information) in any court of competent jurisdiction. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format (PDF) transmission, or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Agreement.
16. **Integration; Modification.** This Agreement constitutes the sole agreement of the parties with respect to the terms hereof and shall supersede all oral negotiations and the terms of prior writings with respect thereto. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

17. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Ferguson and the Utility have executed this Settlement and Release Agreement as of the Effective Date.

Ferguson Enterprises, LLC

By: ____________________________

Name: __________________________

Title: ____________________________

Coal Creek Utility District, Newcastle, WA

By: ____________________________

Name: __________________________

Title: ____________________________

SENSUS USA INC.

By: ____________________________

Name: __________________________

Title: ____________________________
Exhibit A

Warranty

(See attached)
Pilot Software as a Service Agreement

between

Coal Creek Utility District
("Customer")

and

Sensus USA Inc.
("Sensus")

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

This Agreement shall commence on the Effective Date and continue for (1) one-year after FlexNet Base Station certification by Sensus ("Pilot Term").

Sensus USA Inc.  

By:  
Name:  
Title:  
Date:  

Customer: Coal Creek Utility District

By:  
Name:  
Title:  
Date:  

Contents of this Agreement:

Agreement  
Exhibit A  Software  
Exhibit B  Technical Support
1. General
   A. Pilot Agreement. Sensus acknowledges that Customer will pilot the use of a Sensus FlexNet System via a separate arrangement through Sensus’ authorized distributor (the “Pilot”). All equipment and support for the Pilot will be as agreed between Customer and Sensus’ authorized distributor. All fees, if any, for the Pilot will be as agreed between Customer and Sensus’ authorized distributor. The scope of this Agreement is limited to access to and use of Sensus’ Software, as further described herein.

2. Software.
   A. Software as a Service (SaaS). Sensus shall provide Customer with Software as a Service, as defined in Exhibit A.
   B. UCITA. To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum
   A. Spectrum Lease. The parties previously entered into a spectrum manager lease on 12/3/2014 (the “Spectrum Lease”), which is hereby specifically incorporated by reference.

4. Equipment.
   A. Equipment. Customer shall be provided with all Field Devices, RF Field Equipment, and other goods (collectively, “Equipment”) from Sensus’ authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus’ authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus’ authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus’ Terms of Sale shall apply. The “Terms of Sale” are available at: http://www.sensus.com/le, or 1-800-METER-IT

   B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

5. Services.
   A. Installation of Equipment. Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus’ authorized distributor. Sensus will not provide installation services pursuant to this Agreement
   B. Technical Support. Sensus shall provide Customer the technical support set forth in Exhibit B.
   C. Project Management. Sensus’ authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   D. Training. Sensus’ authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
   E. IT Systems Integration Services. Except as may otherwise be provided herein, integration of the Software into Customer’s new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

   A. Infringement Indemnity. Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to: (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer’s failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may: (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND SENSUS’ ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

   B. Limitation of Liability. Sensus’ aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively “Causes of Action”) shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus’ liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

   C. Termination. Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus’ and Customer’s obligations hereunder shall cease and the service and Spectrum Lease shall immediately cease.

   D. Force Majeure. If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.

   E. Intellectual Property Rights.
      i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all
right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.

iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software, or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.

iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

F. Data Privacy. Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

G. Confidentiality. Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party.

i. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Recipient" means either party that discloses Confidential Information, and "Discloser" means either party that receives it.

H. Compliance with Laws. Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.

i. Export Control Laws. Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. Anti-Corruption Laws. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq., laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

I. Non-Waiver of Rights. A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of these articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

J. Assignment and Sub-contracting. Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform "Field Equipment" installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

K. Amendments. No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

L. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

M. Survival. The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

N. Severability. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly as the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

O. Force Majeure. This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it.

P. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
B. "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party’s products or services, pricing information, marketing and marketing plans, Customer’s End Users’ data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.

C. "End User" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

D. "Field Devices" means the SmartPoint Modules.

E. "FlexNet Base Station" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

F. "FlexNet System" is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

G. "Force Majeure" means an event beyond a party’s reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, etalons, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.

H. "Hosted Software" means those items listed as an Application in Exhibit A.

I. "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User’s premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

J. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author’s rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

K. "LCM" identifies the load control modules.

L. "Ongoing Fees" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus’ authorized distributor during the Term of this Agreement.

M. "Patches" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software.

N. "Permitted Use" means only for reading and analyzing data from Customer’s Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.

O. "R100 Unit" identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.

P. "Release" means both Updates and Upgrades.

Q. "Remote Transceiver" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

R. "RF Field Equipment" means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).

S. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

T. "RNI Software" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

U. "Service Territory" identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.

V. "Server Hardware" means the RNI hardware.

W. "SmartPoint Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer’s End Users’ premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.

X. "Software" means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.

Y. "Updates" means releases of the Software that constitute a minor improvement in functionality.

Z. "Upgrades" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

AA. "WAN Backhaul" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.
Software as a Service

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

A. Software as a Service Generally.
   Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer’s software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an “Application”):
   - Regional Network Interface (RNI) Software
   - Sensus Analytics
     - Enhanced Package

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

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use during the Pilot Term. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; or (ii) breach by Customer of this exhibit or the Agreement.

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

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(b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
(c) Conduct period penetration testing of the network and data center facilities.
(d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
(e) Perform anti-virus and Malware patch management on all systems.
(f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
(g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
(h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
(i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
(j) Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:
(a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
(b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
(c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
(d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
(e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
(f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
(g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
(h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
(i) The Application shall have a RTO of forty-eight (48) hours.
(j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
(k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

D. Customer Responsibilities:
1. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
2. Participate in all required configuration and change management procedures.
3. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
4. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
5. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
6. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
7. Responsible for local area network configuration, management, and support.
8. Identify and research problems with meter reads and meter read performance.
9. Create and manage user accounts.
10. Customize application configurations.
11. Support application users.
12. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
13. Respond to alarms and notifications.
14. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

E. Software as a Service does not include any of the following services:
1. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
2. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

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

2. Further Agreements
   A. System Uptime Rate
      i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via Internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

      \[
      \text{System Uptime Rate} = 100 \times \left(1 - \frac{\text{TMO}}{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}\right)
      \]

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

iii. Exceptions. Exceptions mean the following events:
   - Force Majeure
   - Emergency Work, as defined below; and
   - Lack of Internet Availability, as described below.

   a. Emergency Work. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) (“Emergency Work”). Such Emergency Work may include, but is not limited to: analysis, leading, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the “Managed Systems”). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

   b. Lack of Internet Availability. Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus’ networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer’s connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

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

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

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

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

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature control) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsely, disguise or otherwise manipulate any identification information associated with Customer’s access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer’s hardware and software ("Customer’s Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer’s network router and firewall, if applicable, to allow data to flow between the Customer’s Systems and Sensus’ Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer’s authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer’s account, and Sensus will not be liable for any loss, damage or liability arising from Customer’s account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer’s account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer’s account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer’s account or any of such
user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer’s account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

i. Description of Software Solutions. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer’s business process expands and/or new Sensus offerings are made available, additional applications and functionality can be dynamically added to the solution, provided Customer purchases such additional applications.

ii. Regional Network Interface. The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI’s primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.

a. Core Package
   i. Communication
      1. Manages all inbound and outbound traffic to and from endpoints
      2. Outbound routing optimization
      3. Route analyzer
      4. AES256 bit encryption of radio messages
      5. Reports and metric details of network performance and troubleshooting aids
      6. Management of RF equipment (base stations and endpoint radios)

ii. Data Collection
   1. Missing read management
   2. Management of duplicate reads
   3. 60 day temporary storage

iii. Application integration
   1. To Sensus Analytics applications
   2. Enable 3rd party application integration
   3. Batch CMPE file export
   4. Real-time access through MultiSpeak

iv. Endpoint Management
   1. Gas, water, electric, lighting concurrent support
   2. Remote configuration
   3. Remote firmware updates
   4. Reports, metrics and Troubleshooting

v. User Management
   1. Secure access
   2. Password management
   3. Defineable user roles
   4. User permissions to manage access to capabilities

b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:

   i. Sensus shall meet with the representative from the Customer’s system(s) targeted for integration to determine which integration method is appropriate (e.g., MultiSpeak, CMPE, etc.).
      1. In scope and included integration efforts: Provide the gateway URL(s) to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
      2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.

   ii. Customer Responsibilities:
      1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
      2. Establish the network and security required for the two systems to reasonably communicate.
      3. Verify integration to third party system functionality is working as intended.

   iii. If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

   Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

i. Device Access
   a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
   b. Allows a view of the meter interval or register reads.
   c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
   d. Allows the current and historical data to be viewed.
   e. Allows the current usage to be compared to historical distribution averages.
f. Allows the user to see the meter location on a map view.

g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.

h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

ii. Meter Insight (provides the following)

a. # of active meters.

b. # of orphaned meters with drill down to the list of meters.

c. # of inactive meters with usage drill down to the list of meters.

d. # of stale meters with drill down to the list of meters.

e. # of almost stale meters with drill down to the list of meters.

f. # of meters where no read is available with drill down to the list of meters.

g. # of meters with maximum threshold exceptions with drill down to the list of meters.

h. # of meters with minimum threshold exceptions with drill down to the list of meters.

i. # of unknown radios with drill down to the list of meters.

iii. Report Access

a. Allows the user to see meter alarms and choose a report from a list of standard reports.

b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.

c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.

d. Master Route No Readings: Lists all meters that are active in the system, but have not been sending reads within the specified time window.

e. Consumption Report: Lists meters’ consumption based on meter readings within the specified time window.

f. Zero Consumption for Period: Lists meters whose readings do not change over a period of time.

g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.

h. High Low Exception Report: Displays meters whose reads exceed minimum or maximum threshold, within a time range.

i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.

j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.

k. Endpoint Details: Shows the current state of meters that are created within the specified time range.

l. Orphaned Meters: List meters that are marked as ‘orphaned’, which are created as of entered Created as of parameter.

m. Billing Request Missmatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI. Users must enter which billing request file prior to running the report.

n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access

a. Initiate the creation of billing export files formatted to the import needs of the billing system.

b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.

c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.

d. Will store created billing files for a period of three years unless otherwise denoted.

e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor

a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility’s billing system.

vi. Data Store

a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.

b. Stored data is available online for reports and analysis.

c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

i. Alarm Insight

a. Allows the user to summarize and filter alarms by a time range.

b. Allows the user to review all alarm types on a single screen.

c. The user can filter out the alarms not wanted on the screen.

d. Alarm totals can be visualized.

e. Adds a view of pending alarms over time.

f. Click to drill down on an alarm to gain more information on specific events.

g. Click to analyze a specific event on a particular device.

ii. Alert Manager

a. Allows creation of alert groups who will be notified when an alarm occurs.

b. Users can manage alert groups by adding and removing group members.

c. Allows selection of notification method for how end users in the group will be notified: email or SMS (text message).

d. Allows creation of an alert from the available system events from smart points and assign to a group.

e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer’s back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the
Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.

ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer’s fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer’s system (conducted remotely).

iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

iv. Sensus’ integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

v. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.

vi. Data Import. The Sensus Analytics Application contains adapters for the import of data from; (a) Customer’s FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

vii. Customer Acknowledgements.
   a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer’s use.
   b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer’s Service Territory. Pricing may increase if Customer’s Service Territory or actual number of End Users expands.
   c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
   d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer’s access to and use of the Sensus Analytics Applications.
   e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer’s operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer’s use of Sensus Analytics.

4. Third Party Software.
   A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

   By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

   Subscription: End User License Agreement
   Red Hat Enterprise Linux http://www.redhat.com/licenses/rhel_eula.html
   JBoss Enterprise Middleware http://www.redhat.com/licenses/jboss_eula.html
1. Introduction
Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:
   a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
   b) The local distributor.
   c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

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

3. Support Hours
   3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #6.

4. Support Procedures
   4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
   4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrader or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

   A. Severity Levels Description:
      Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.
      Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MID). Not able to generate billing files.
      Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.
      Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.
      Sev3 The system is usable and the issue doesn't affect critical overall operation.
      Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

   4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

   4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
      a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
      b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
      c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution. If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/ workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.
Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

<table>
<thead>
<tr>
<th>Severity</th>
<th>Standard Target Response</th>
<th>Standard Target Resolution</th>
<th>Resolution (one or more of the following)</th>
</tr>
</thead>
</table>
| 1        | 30 Minutes                | Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours). | • Satisfactory workaround is provided.  
• Program patch is provided.  
• Fix incorporated into future release.  
• Fix or workaround incorporated into SalesForce Knowledge Base. |
| 2        | 4 hours                   | Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours). | • Satisfactory workaround is provided.  
• Program patch is provided.  
• Fix incorporated into future release.  
• Fix or workaround incorporated into SalesForce Knowledge Base. |
| 3        | 1 Business Day            | 30 business days           | • Answer to question is provided.  
• Satisfactory workaround is provided.  
• Fix or workaround incorporated into SalesForce Knowledge Base.  
• Fix incorporated into future release. |


6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.

6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).


7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example, specialized systems integration services or out of warranty network equipment repair.
Sensus Limited Warranty

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. (“Sensus”) warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer (“Customer”) pursuant to Sensus’ Terms of Sale, available at: sensus.com/TC (“Terms of Sale”).

2. SR i® and accuSTREAM™ S8, 3/4” & 1” Meters are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

<table>
<thead>
<tr>
<th>New Meter Accuracy</th>
<th>Repair Meter Accuracy</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; SR II Meter and accuSTREAM Meter</td>
<td>500,000 gallons</td>
</tr>
<tr>
<td>3/4&quot; SR II Meter and accuSTREAM Meter</td>
<td>750,000 gallons</td>
</tr>
<tr>
<td>1&quot; SR II Meter and accuSTREAM Meter</td>
<td>1,000,000 gallons</td>
</tr>
</tbody>
</table>

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

4. iPERL® Meters that register water flow are warranted to perform to the accuracy level set forth in the iPERL Data Sheet available at sensus.com/iPERL datasheet or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. Maincase of the SR II is both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNITM Meters and Propeller Meters are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for eighteen (18) months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

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

<table>
<thead>
<tr>
<th>Standard</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR II</td>
<td>25 years</td>
</tr>
<tr>
<td>accuSTREAM</td>
<td>10 years</td>
</tr>
<tr>
<td>OMNI Register with Battery</td>
<td>10 years</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic TouchPd</td>
<td>12 years</td>
</tr>
<tr>
<td>Act-Pak Remote Monitoring Instruments</td>
<td>1 year</td>
</tr>
<tr>
<td>Gas SmartPoint® Modules and Batteries</td>
<td>20 years</td>
</tr>
<tr>
<td>6500 series Hand-Held Device</td>
<td>1 year</td>
</tr>
<tr>
<td>Vehicle Gateway Base Station (VGB) and other AMR Equipment</td>
<td>1 year</td>
</tr>
<tr>
<td>FlexNet Base Station (including the R100A and M400 products)</td>
<td>1 year</td>
</tr>
<tr>
<td>iPERL System Battery and iPERL System Components</td>
<td>20 years</td>
</tr>
<tr>
<td>Sensus Electric Register</td>
<td>20 years</td>
</tr>
<tr>
<td>Sensus Smart Gateway Sensor Interface</td>
<td>20 years</td>
</tr>
<tr>
<td>SmartPoint® 510M/520M Modules and Batteries</td>
<td>20 years</td>
</tr>
</tbody>
</table>

Footnote 1: Sensus will repair or replace non-performing:
- Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one command read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries;
- Sensus Electric Register with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Replacement Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 10</td>
<td>0%</td>
</tr>
<tr>
<td>11</td>
<td>30%</td>
</tr>
<tr>
<td>12</td>
<td>35%</td>
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<tr>
<td>13</td>
<td>40%</td>
</tr>
<tr>
<td>14</td>
<td>45%</td>
</tr>
<tr>
<td>15</td>
<td>50%</td>
</tr>
</tbody>
</table>

Footnote 2: Sensus will repair or replace non-performing:
- iPERL System Batteries, and/or the iPERL System Flowtubes, the flow sensing and data processing assemblies, and the register (iPERL System Components) with hourly reads
- SmartPoint 510M/520M Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11. at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Replacement Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 15</td>
<td>0%</td>
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<tr>
<td>16</td>
<td>30%</td>
</tr>
<tr>
<td>17</td>
<td>40%</td>
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<td>18</td>
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<td>19</td>
<td>60%</td>
</tr>
<tr>
<td>20</td>
<td>70%</td>
</tr>
<tr>
<td>&gt;20</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Batteries</th>
<th>15 years2</th>
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<tbody>
<tr>
<td>Sensors</td>
<td>5 years</td>
</tr>
<tr>
<td>Valve &amp; Gear Motor</td>
<td>5 years4</td>
</tr>
<tr>
<td>SmartPoint 510M/520M Modules and Batteries in service w/ally Meter</td>
<td>15 years5</td>
</tr>
</tbody>
</table>

Footnote 3: If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:
- 0 When configured to the default installation setting of six transmissions of metrolgy and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 0 2500 Operational Commands, where “Operational Commands” include on demand reads (such as consumption, pressure, temperatures), an ally valve command, or a configuration command; and
- 0 15 Diagnostic Commands, which includes two-way communications tests and installations

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

<table>
<thead>
<tr>
<th>Years</th>
<th>Replacement Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 10</td>
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<tr>
<td>11</td>
<td>35%</td>
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<tr>
<td>12</td>
<td>45%</td>
</tr>
<tr>
<td>13</td>
<td>55%</td>
</tr>
</tbody>
</table>

Footnote 4: Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, “Valve State Operations” means adjustments of the Meter to open, close, or reduce flow.

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

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, “Third Party Devices” means any product, device, or component part used with a Sensus product that is manufactured or optimized by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.
14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

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

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

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

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

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

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

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

17. Limitation of Liability. SENSUS’ AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOCIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY “CAUSES OF ACTION”) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS’ LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES; NOR (ii) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (iii) ANY INFLICT COSTS; NOR (iv) MANUAL METER READ COSTS AND EXPENSES; NOR (v) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE
Business of Coal Creek Utility District Board of Commissioners

SUBJECT: State Auditor Office (SAO) Citizen Hotline Complaint

MEETING DATE: September 25, 2019

FROM: Robert Russell

EXHIBITS ATTACHED:

- None

SUMMARY STATEMENT/ISSUES: A citizen hotline complaint was submitted to the SAO regarding an alleged donation to the City of Newcastle for the sponsorship of certain events. It was the District attorney's opinion that a contribution for sponsorship would be lawful because there would be significant publicity for the District through sponsorship participation and would also provide a platform to promote District programs such as water conservation, water use efficiency, and the District's cross-connection control program. The SAO will assess the report and decide how to proceed. The time estimate for the assessment is approximately 12 to 16 hours. The District will be responsible for the cost of the assessment.

STAFF RECOMMENDATION: Monitor SAO assessment.

TYPE OF ACTION REQUESTED:

☐ RESOLUTION

☐ FORMAL ACTION/MOTION

☒ INFORMATIONAL/OTHER
Business of Coal Creek Utility District Board of Commissioners

SUBJECT: Approval of Vouchers

MEETING DATE: September 25, 2019

FROM: Finance

EXHIBITS ATTACHED:

- AP-09-05-2019
- AP-09-16-2019
- AP-09-20-2019
- PR-09-13-2019
- PR-09-27-2019
- EFT-09-10-2019

SUMMARY STATEMENT/ISSUES: District Voucher Approval

STAFF RECOMMENDATION:

TYPE OF ACTION REQUESTED:

☐ RESOLUTION
☒ FORMAL ACTION/MOTION
☐ INFORMATIONAL/OTHER
<table>
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<th>Payee (Vendor Name)</th>
<th>Vendor No.</th>
<th>Vendor Site</th>
<th>Invoice No.</th>
<th>Invoice Date</th>
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## Special District Voucher Approval Document

**District Name:** Coal Creek Utility District  
**File Name:** AP_COLCRUTL_APSUPINV_20190920150953.csv

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<th>Payee (Vendor Name)</th>
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<td>REFUND CLOSED ACCT# 23008-00</td>
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<td>KWOK KI LIU &amp; CHIU KIT LING</td>
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<td>09/20/2019</td>
<td>$49.09</td>
<td>REFUND CLOSED ACCT#21899-00</td>
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<tr>
<td>MEI YANG</td>
<td>1170</td>
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<td>REFUND CLOSED ACCT#21914-00</td>
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<td>NEWPORT HILLS CHEVRON</td>
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<td>VEHICLE FUEL AND MAINTENANCE</td>
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<td>PACE ASSOCIATES</td>
<td>1197</td>
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<td>ENGINEERING SERVICES</td>
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<td>PAULINE HART</td>
<td>1182</td>
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<td>REFUND CLOSED ACCT# 20261-00</td>
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<td>REFUND CLOSED ACCT#21294-00</td>
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<tr>
<td>TAO-HO FU &amp; LI-LING LU</td>
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<td></td>
<td></td>
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<td>$45.03</td>
<td>REFUND CLOSED ACCT#20253-00</td>
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<td>THOMAS CEZEAUX</td>
<td>1174</td>
<td></td>
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<td>09/20/2019</td>
<td>$192.29</td>
<td>REFUND CLOSED ACCT#22406-00</td>
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<tr>
<td>TYLER GREEN</td>
<td>1173</td>
<td></td>
<td></td>
<td>09/20/2019</td>
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<td>REFUND CLOSED ACCT#21660-01</td>
</tr>
<tr>
<td>WESTPORT CAPITAL</td>
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<td>09/20/2019</td>
<td>$19.20</td>
<td>REFUND CLOSED ACCT#23003-00</td>
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<tr>
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<td>09/20/2019</td>
<td>$19.20</td>
<td>REFUND CLOSED ACCT#23006-00</td>
</tr>
<tr>
<td>WESTPORT CAPITAL INV LLC</td>
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<td>09/20/2019</td>
<td>$19.20</td>
<td>REFUND CLOSED ACCT#23005-00</td>
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<tr>
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<td>09/20/2019</td>
<td>$19.20</td>
<td>REFUND CLOSED ACCT# 23155-00</td>
</tr>
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</table>
Coal Creek Utility District
Check Register
For the Period From Sep 1, 2019 to Sep 30, 2019
Filter Criteria includes: 1) Check Numbers from EFT to EFT 92019, 2) Accounts Payable only. Report order is by Date.

<table>
<thead>
<tr>
<th>Check #</th>
<th>Date</th>
<th>Payee</th>
<th>Cash Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EFT 91019</td>
<td>9/10/19</td>
<td>DSHS</td>
<td>001-131100</td>
<td>1,246.72</td>
</tr>
<tr>
<td>EFT 91019A</td>
<td>9/10/19</td>
<td>Dept Retirement Systems</td>
<td>001-131100</td>
<td>30,281.19</td>
</tr>
<tr>
<td>EFT 91819</td>
<td>9/18/19</td>
<td>EFTPS</td>
<td>001-131100</td>
<td>32,131.71</td>
</tr>
<tr>
<td>EFT 92019</td>
<td>9/20/19</td>
<td>Department of Revenue</td>
<td>001-131100</td>
<td>32,631.24</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>96,290.86</strong></td>
</tr>
</tbody>
</table>

Blanket Voucher Approval Document-Governmental Unit Name: Coal Creek Utility District Fund #091070010

Auditing Officer Certification (If board approves via meeting):

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is just, due and unpaid obligation against the above named governmental unit, and that I am authorized to authenticate and certify to said claim.

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Title:</th>
<th>Date:</th>
</tr>
</thead>
</table>

Board of Directors Approval: We the undersigned board of directors of the above named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers are approved for payment.

| Signature/Date: | Signature/Date: |
# Coal Creek Utility District
## Payroll Check Register
### For the Period From Sep 1, 2019 to Sep 30, 2019

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Date</th>
<th>Employee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1140</td>
<td>9/13/19</td>
<td>Pamela A. Martin</td>
<td>326.14</td>
</tr>
<tr>
<td>1141</td>
<td>9/13/19</td>
<td>Richard D. Anderson</td>
<td>582.84</td>
</tr>
<tr>
<td>1142</td>
<td>9/13/19</td>
<td>Douglas C. Kunkel</td>
<td>143.08</td>
</tr>
<tr>
<td>1143</td>
<td>9/13/19</td>
<td>Jamie L. Crookston</td>
<td>2,926.62</td>
</tr>
<tr>
<td>1144</td>
<td>9/13/19</td>
<td>Sharon M. Perez</td>
<td>2,340.98</td>
</tr>
<tr>
<td>1145</td>
<td>9/13/19</td>
<td>Paulette J. Dorsey</td>
<td>1,255.81</td>
</tr>
<tr>
<td>1146</td>
<td>9/13/19</td>
<td>Vincent L. Gabrio</td>
<td>2,967.83</td>
</tr>
<tr>
<td>1147</td>
<td>9/13/19</td>
<td>Steven E. Moye</td>
<td>4,360.50</td>
</tr>
<tr>
<td>1148</td>
<td>9/13/19</td>
<td>Carla R. Snyder</td>
<td>4,394.18</td>
</tr>
<tr>
<td>1149</td>
<td>9/13/19</td>
<td>Patrick A. Martin</td>
<td>5,531.07</td>
</tr>
<tr>
<td>1150</td>
<td>9/13/19</td>
<td>Robert O. Russell</td>
<td>5,559.85</td>
</tr>
<tr>
<td>1151</td>
<td>9/13/19</td>
<td>Curtis R. White</td>
<td>3,491.95</td>
</tr>
<tr>
<td>1152</td>
<td>9/13/19</td>
<td>Calvin S. Megiverson</td>
<td>2,787.85</td>
</tr>
<tr>
<td>1153</td>
<td>9/13/19</td>
<td>Robert J. Smart</td>
<td>5,838.84</td>
</tr>
<tr>
<td>1154</td>
<td>9/13/19</td>
<td>Daniel L. Gravelle</td>
<td>3,447.84</td>
</tr>
<tr>
<td>1155</td>
<td>9/13/19</td>
<td>Jeffrey R. Schell</td>
<td>3,741.39</td>
</tr>
<tr>
<td>1156</td>
<td>9/13/19</td>
<td>Joshua A. Deraitus</td>
<td>4,092.93</td>
</tr>
<tr>
<td>1157</td>
<td>9/13/19</td>
<td>John A. Brittenham</td>
<td>3,243.61</td>
</tr>
<tr>
<td>1158</td>
<td>9/13/19</td>
<td>Michael D. Jordan</td>
<td>2,461.66</td>
</tr>
<tr>
<td>1159</td>
<td>9/13/19</td>
<td>Anne M. Paige</td>
<td>4,052.91</td>
</tr>
</tbody>
</table>

9/1/19 thru 9/30/19

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>63,547.88</td>
</tr>
</tbody>
</table>

9/1/19 thru 9/30/19

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>63,547.88</td>
</tr>
</tbody>
</table>
Blanket Voucher Approval Document-Governmental Unit Name: Coal Creek Utility District Fund
#091070010

Auditing Officer Certification (If board approves via meeting):

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is just, due and unpaid obligation against the above named governmental unit, and that I am authorized to authenticate and certify to said claim.

Signature: __________________________ Title: __________________________ Date: __________________________

Board of Directors Approval: We the undersigned board of directors of the above named governmental unit do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers are approved for payment.

Signature/Date: __________________________ Signature/Date: __________________________
Coal Creek Utility District
Employee Advance
For the Period From Sep 1, 2019 to Sep 30, 2019

<table>
<thead>
<tr>
<th>Account ID</th>
<th>Account Description</th>
<th>Date</th>
<th>Reference</th>
<th>Trans Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1143</td>
<td>Jamie L. Crookston</td>
<td>1,800.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1144</td>
<td>Sharon M. Perez</td>
<td>1,600.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1146</td>
<td>Vincent L. Gabrio</td>
<td>1,600.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1147</td>
<td>Steven E. Moya</td>
<td>1,100.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1149</td>
<td>Patrick A. Martin</td>
<td>750.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1150</td>
<td>Robert O. Russell</td>
<td>3,800.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1152</td>
<td>Calvin S. Megivon</td>
<td>450.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1154</td>
<td>Daniel L. Gravelle</td>
<td>1,500.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1155</td>
<td>Jeffrey R. Schell</td>
<td>2,000.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1156</td>
<td>Joshua A. Deraitus</td>
<td>1,000.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1157</td>
<td>John A. Brittenham</td>
<td>3,000.00</td>
</tr>
<tr>
<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
<td>1158</td>
<td>Michael D. Jordan</td>
<td>1,000.00</td>
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<tr>
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<td>9/27/19</td>
<td>1159</td>
<td>Anne M. Paige</td>
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</tr>
<tr>
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<td>9/27/19</td>
<td>1148</td>
<td>Carla R. Snyder</td>
<td>1,000.00</td>
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<td>001-184400</td>
<td>Employee Payroll Advance</td>
<td>9/27/19</td>
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<td>Current Period Change</td>
<td>22,600.00</td>
</tr>
</tbody>
</table>

Blanket Voucher Approval Document-Governmental Unit Name: Coal Creek Utility District Fund
#091070010

Auditing Officer Certification (If board approves via meeting):

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Signature/Date: __________________________ Signature/Date: __________________________