TOWN OF MEDFIELD MEETING NOTICE

Posted in accordance with the provisions of MGL Chapter 39 Section 23A, as amended

Due to the COVID-19 emergency, this meeting will take place remotely. Members of the public who wish to view or listen to the meeting may do so by joining via the web, or a conference call.

1. To join online, use this link:
   https://zoom.us/j/93643849894?pwd=OUxUR2lESWp5TmN4MjI5MGZZU25EUT09
   a. Enter Password: 312718

2. To join through a conference call, dial 929-436-2866 or 312-626-6799 or 253-215-8782 or 301-715-8592 or 346-248-7799 or 669-900-6833
   a. Enter the Webinar ID: 936 4384 9894
   b. Enter the password: 312718

Board of Selectmen
Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Remote Meeting held on Zoom	Tuesday, June 23, 2020 at 7:00 pm

Agenda (Subject to Change)

7:00 PM Call to Order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving around the globe in defense of our country

Appointments

Maurice Goulet to discuss shared road concept

Jean Mineo to discuss Medfield State Hospital Chapel lease/potential vote to approve lease

MEMO/Russ Hallisey:
- Request Discover Medfield Day be September 26, 2020 at Medfield State Hospital
- Request Common Victualler license for September 26, 2020

- Request banner approval
- Request that summer concert series begin in July at the Medfield State Hospital

Discussion (potential votes)

COVID-19 Status Update/Operations

Action Items

Chief Carrico requests the Board of Selectmen vote to sign the application for the Coronavirus Emergency Supplemental Funding Program (CESF)

Interim Town Clerk James Mullen requests the Board of Selectmen to accept the resignation of Lee Alinsky from the Board of Registrars and appoint Donna Young as a Registrar for a three-year term

Maurice Goulet requests Board of Selectmen approve the Software User Agreement with Sensus USA

Joy Ricciuto requests Board of Selectmen vote to sign one-year engagement with Powers and Sullivan for the FY21 Town audit

Vote to authorize Town Administrator to sign application to the Massachusetts Shared Streets grant program

Vote to accept budget earmark for West Street/Route 27 study and authorize Town Administrator to sign state contract

Fiscal Year 2021 Operating and Capital Budget

2020 Annual Town Meeting and Warrant Articles

Town Administrator Update

Next Meeting Dates
June 27, 2020 Annual Town Meeting
June 29, 2020 Annual Town Meeting (rain date)

Selectmen Reports

June 19, 2020

Board of Selectmen
459 Main Street
Medfield, MA 02052

Re: MEMO's 2020 Summer Concert – Stacey Peasley

Dear Selectmen:

We have decided to try having one of our concerts at the State Hospital. We feel this location would allow proper social-distancing for the crowd that the Gazebo location does not.

We're working with Stacey Peasley, the so-called "kids' band", on 2 possible dates, July 9 or July 16. The show would be from 6 pm – 7:30 pm

Request is made for your approval for us to use the State Hospital grounds for this concert. If your Board is willing to approve MEMO's request, please indicate your consent by signing below and returning one copy to me.

Very truly yours,

Russ Hallisey

Russ Hallisey
Chair, MEMO Summer Concerts 2020
Tel: 508-733-9995

APPROVED AND ASSENTED TO BY THE TOWN OF MEDFIELD:

BOARD OF SELECTMEN

By:_____   _____
Osler Peterson, Chairman   Date

_____   _____
Michael T. Marcucci   Date

_____   _____
Gus Murby   Date

June 17, 2020

Board of Selectmen
459 Main Street
Medfield, MA 02052

Re: MEMO's 2020 Discover Medfield Day (41st Year)
        September 26th (no severe weather postponement date)
        Town Assistance / Land Use / Common Victualler's License / Street Banner

Dear Selectmen:

The Medfield Employers and Merchants Organization, Inc. (MEMO) hereby requests the Town of Medfield's permission and assistance in holding MEMO's 41st Annual Discover Medfield Day on Saturday, September 26, 2020. With the challenges presented by COVID-19 these days, MEMO has decided to **reimagine** Discover Medfield Day, with a new location which would allow us to provide a more socially-distanced campus for the benefit of the general public and exhibitors. We are asking for permission to use the State Hospital grounds. Event hours for the general public would be as last year – a 9:00 am opening time and a 3:00 pm closing time. As in the past, there would be some set-up time required during the week leading up to the event including: booth layout, signage, staging, tents, and portapotties. Exhibitor and Kids' Alley set-up that day usually starts around 6:30 am. Exhibitor booths and Kids' Alley will be located in the quad area. We would like to use the open space areas in the front of the campus along Hospital Road for parking for the general public.

We would like permission to prohibit dog walkers from allowing their dogs to be unleashed while on the State Hospital grounds on that Saturday from 7 am to 4 pm, and post signage to that effect. Also, we would like permission to prohibit the general public from driving beyond the lower parking areas along Hospital Road during these same times, and posting signage to that effect.

Also requested is a small amount of Town departments' assistance in undertaking the Discover Medfield Day event again this year. If your Board and the Town departments under your jurisdiction are willing to approve MEMO's plans on this new basis, please indicate your consent by signing below and returning one copy to me.

I'm also enclosing herewith an application for a blanket Common Victualler's License and ask that you act on that application as well. In the past your Board has graciously waived the $50.00 application fee. However, if the fee is required please let me know and I'll forward payment to you.

As a condition of your approval, MEMO agrees to provide the Town with a certificate of insurance for Discover Medfield Day upon the same terms as last year.

Request is also made to hang our banner announcing Discover Medfield Day across Main Street at Baxter Park from August 29th through Discover Medfield Day.

Thank you for your courtesies and assistance.

Very truly yours,

Russ Hallisey

Russ Hallisey
MEMO's Discover Medfield Day 2020 Chair
tel: 508-733-9995

APPROVED AND ASSENTED TO BY THE TOWN OF MEDFIELD:

BOARD OF SELECTMEN

By: _____   _____
      Osler Peterson, Chairman   Date

_____   _____
Michael T. Marcucci   Date

_____   _____
Gus Murby   Date

TOWN OF MEDFIELD

Office of
BOARD OF SELECTMEN

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

MICHAEL J. SULLIVAN
Town Administrator

Date:___June 17, 2020_____

I___Russ Hallisey_____hereby apply to the Board
of Selectmen for the following license:

COMMON VICTUALLER

Licensee's Social Security No._____or Federal I.D. No.__22-3132241_____

I certify under the penalties of perjury that I have filed all state and municipal tax returns and
paid all state and municipal taxes required under law.

_____

Russ Hallisey, Treasurer - Signature of Individual
(or Corporate
Officer)

License to be made out in the name of Medfield Employers and Merchants Organization, Inc.

Address   PO Box 6, Medfield, MA 02052

First application for this license?   No   Renewal license _____

Date license to be exercised   Saturday, September 26, 2020   Fee: _____

Applicant's signature   *Russ Hallisey*

Residence   11 Ledgetree Road, Medfield, MA 02052

****
Please leave blank

License approved or disapproved_____

_____
Date: No._____ Fee_____   _____
                                                    Board of Selectmen

Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Office of Grants & Research
Coronavirus Emergency Supplemental Funding (CESF) Program
Attachment A
Application Template for CESF

Section I. Applicant Information

Name of Municipality: Town of Medfield

Department Type: Fire Department

Name of Department Head: William C. Carrico II, Fire Chief

Funding Requested:

Phone: (508) 359-2323   **Email Address:** wcarrico@medfield.net

Department Mailing Address:

Street: 112 North St   City: Medfield   Zip Code: 02052

County: Norfolk   Phone: (508) 359-2323   Fax: 508-359-2212

Grant Contact Name: William C. Carrico II   Title: Fire Chief
(Note: The person designated within the department shall serve as the project's point person and be responsible for receiving and responding to OGR's project related requests)

Grant Contact Mailing Address:
Same as Above ✔

Street: _____   City: _____   Zip Code: _____

County: _____   Phone: _____   Fax: _____

E-mail: _____

Fiscal Point of Contact for Grant: Name: Georgia Colivas   Title: Treasurer

Fiscal Contact Mailing Address:
Same as Above ☐

Street: 459 Main St   City: Medfield   Zip Code: 02052

County: Norfolk   Phone: (508) 906-3017   Fax: _____

E-mail: gcolivas@medfield.net

DUNS Number 073798068   **Currently registered in SAM** ✔ Yes ☐ No

1

Project Summary: Four sentences (250 characters *maximum*), summarizing the departments proposal.

Our project is to staff the department consistently with three members during the COVID-19 pandemic. This grant will provide funding to staff a third firefighter, 960 hours, for a total of $43,852.60.

Non- Supplant

I hereby certify that, in accordance with DOJ Financial Guidelines, the **Medfield Fire**
(NAME OF APPLICANT)
has been informed by the Office of Grants and Research (OGR) that supplanting of CESF funds is strictly prohibited and if awarded will not use grant funds to replace state, local and/or other federal funds that would, in the absence of such assistance, otherwise be made available for this purpose.

Statewide Interoperability Interoperable Communications Investment Proposal (ICIP)

CESF proposals that request funds for interoperable communications components such as the purchase of radios are subject to an additional review and approval process per Executive Order 493 (SIEC) or a representative thereof. Departments requesting to purchase this type of equipment must also complete an additional Interoperable Communications Investment Proposal (ICIP) form to submit with this application. The ICIP form is located under **Attachment D**.

Are you requesting funds for interoperable communications and believe your application requires SIEC review and approval? ☐ Yes ☑ No

If Yes, did you complete the ICIP required form (**Attachment D**)? ☐ Yes ☑ No

Signature Page

*The following must be completed and signed by the Municipal Authorizing Official that resides over the Department submitting this application. Remember to also complete **Attachment C** (Signatory Authorized Listing Form).*

Municipal Authorizing Official

As the <ins>Chief Executive Officer</ins> of this City or Town, I am authorizing the Fire Department **to solicit funds for a Coronavirus Emergency Supplemental Funding (CESF) grant from the Office of Grants and Research. I have reviewed and approve the content contained in this application being submitted for consideration of a grant award.**

Name of City/Town Town of Medfield
_____

Authorizing Official Name-Printed Osler Peterson, Chairman BOS Date 06/18/20
_____

Signature _____

(This must be signed in blue ink and mailed with your application)

Section II. Application Template, Narrative Section

1. **Needs Assessment (2 page limit)**

   Use the space provided to describe the applicant community, including population size, number of confirmed Coronavirus cases to date, and the make-up of the police and/or fire department associated with this application. Describe in detail the current unmet needs as they relate to the prevention, preparation for and response to Coronavirus. Describe the sources and methods used for assessing the problem. Describe the negative effect, potential consequences or impact against the department and/or community as a result of not having the items requested.

The Medfield Fire-Rescue Department (MFD) consists of a 23-member combination department operating out of one centrally located fire station. MFD provides fire, rescue, fire prevention, ALS/BLS emergency medical service and emergency management to the residents and mutual aid communities. Station staffing is limited to a minimum of two personnel minimum per shift with cross training as Emergency Medical Technicians (EMT-Basic, Advanced or Paramedic) and respond to medical emergencies with the department's ambulance. On-call and off duty full time personnel are paged to the station to provide additional staffing where needed. MFD responds to approximately 1,400 emergency calls per year, with 50% being for emergency medical service. We have had 51 active COVID-19 cases in Medfield to date. We are tracking Covid responses and we are actively participating in a Special Study requested by the DFS regarding the impact of COVI-19 on responses. Our daily operations have changed. We now were protective masks on all calls and dispatch screens all calls for flu like symptoms. Our us of PPE has increased as has our exposure to the COVID virus.

Our current staffing model has three members assigned to a shift. We do not fill the first vacancy and always maintain a Medic and EMT on duty. With the COVID-19 pandemic, we operate more efficiently and effectively when three members are on duty. Our FY20 and FY21 budgets do not contain funding to support the third member. As we are following the CDC recommendations for response and PPE, the third members is critical when responding to calls with Flu like signs and symptoms.

Prevention: We are conducting pre-shift screenings for symptoms and temperature and wearing masks on all calls and public interactions.

Preparation: Each ambulance is stocked with full PPE which meets CDC recommendations and members have been trained in the PPE use.

Response: Once again, mask worn on all calls and we upgrade PPE when incident symptoms meet the established preset criteria for flu like illness. Staffing is our most critical need. Adding the third firefighter during this pandemic is critical to safe operations when dealing with COVID suspected patients and for suspected COVID patients. Our grant project is to fill 960 hours of open shifts to ensure a third man is always on-duty. The total cost of this request is $43,852.60.

The negative effects of not having the third firefighter is longer on-scene times, potential for equipment becoming contaminated, and longer times decontaminating equipment. Most importantly, the third firefighter is vital to the safety and efficiency of the crew on these high stress calls. One EMT is solely focused on patient care, the driver and third member are assisting in patient care. But the primary responsibility of the third member is to be a safety officer insuring all preventative measures are in place and being followed to ensure firefighter safety.

Finally, in an on-line report by EMS1.com, inadequate staffing ranked forth as the largest stressor to EMS managers.

2. **Project Description (2 page limit)**

   Clearly describe each of the items to be requested and how this request will assist the police or fire department in preventing, preparing for and responding to Coronavirus. Discuss how such purchase(s) directly correlate to the needs assessment provided. Cite any local procurement rules/regulations required in order to purchase the items described. If known, include information as to the vendor that will be utilized for state project and/or describe the process utilized to select vendor/contractor. Describe the expected outcome for the police or fire department and/or community as a result of receiving a grant award. Include any other information that may be relevant for reviewers when evaluating request for funding.

Our grant project is to fill 960 hours of open shifts to ensure a third firefighter is always on-duty. The total cost of this request is $43,852.60. Our request specifically focuses on the response phase. Filling the third all shifts to three members increases our effectiveness and safety on high risk calls dealing with suspected COVID patients. CDC recommends expanding the workforce and establish a surge response plan to keep EMS operations going. In a NIST Deployment Report on EMS Field Experiments, crew efficiency increases 15% by going from two to three members. Also, significant reduction in firefighter and paramedic line-of-duty injury, fire service leaders must focus directly on resource allocation and the deployment of resources to maintain incident safety.

The staffing of the third firefighter will be in accordance with the CBA between the firefighters union and the Town of Medfield. Additionally, we track FLSA pay each pay period. We currently do not staff the first firefighter absent and do not fund for the filling of the third firefighter on each shift. The funding requested is solely for the purpose of responding to high exposure COVID calls in a safe manner.

Our expected outcomes for this grant are to receive funding to maintain three firefighters on duty for the performance period. To respond to COVID calls safely. To maintain our readiness and an illness free workplace with no lost time due to the virus.

Attachment B-Budget Worksheet

Coronavirus Emergency Supplemental Funding Program (CESF)

Cost Categories	Request Amount
Overtime	$ 43,852.80
Consultant/Contract	$ -
Travel	$ -
Personal Protective Equipment (PPE)	$ -
Equipment	$ -
Other Costs	$ -
Total CESF Request	$ 43,852.80

Department:	Medfield Fire

Executive Office of Public Safety and Security
Office of Grants and Research
Budget Worksheet
Coronavirus Emergency Supplemental Funding Program (CESF)

Budget Breakdown

Overtime- Directly resulting from/relating to addressing the Coronavirus (only sworn uniform personnel are eligible for OT).

Position	Rate	Number of Hours/Days	Brief Description of Service	Cost
Third Firefighter	$ 45.68	960.00	Fill third man on Shift for COVID Response	$ 43,852.80
				$ -
				$ -
				$ -
				$ -
			Total:	$ 43,852.80

Consultant/Contract—For each consultant/contract enter the name, if known, service to be provided, hourly or daily fee (8-hour day/ $81.25 per hour), and estimated time on the project. Any request for compensation over $650 per day requires prior written approval by OGR. This rate is the exception not the rule.

Name of Consultant/Contract	Rate	Number of Hours/Days	Brief Description of Service	Cost
				$ -
				$ -
				$ -
				$ -
				$ -
			Total:	$ -

Travel—Costs related to mileage reimbursement or renting of vehicle to transport goods and supplies to those in need to combat the spread of the Coronavirus.

Travel Destination	Rate		Brief Description of Travel	Cost
				$ -
				$ -
				$ -
				$ -
			Total:	$ -

Personal Protective Equipment (PPE)-Law enforcement and fire department protective equipment utilized to protect against the spread of Coronavirus.

Item	Rate	Quantity	Describe Purpose	Cost

				$	-
				$	-
				$	-
				$	-
				$	-
			Total:	$	-

Equipment-Non –expendable items that are to be purchased.

Equipment to be Purchased	Rate	Quantity	Description of Item	Cost	
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
			Total:	$	-

Other Costs-Costs listed in this category may include direct costs relevant to the proposed project that cannot be listed within the aforementioned cost categories.

Item	Rate	Quantity	Describe Purpose	Cost	
				$	-
				$	-
				$	-
				$	-
				$	-
			Total:	$	-

GRAND TOTAL	$	43,852.80

ATTACHMENT C

HELPFUL HINTS IN COMPLETING THE
AUTHORIZED SIGNATORY LISTING FORM

1. Please read all instructions provided before completing the **Contractor Authorized Signatory Listing** form found in on pages 2 and 3. NOTE: STATE AGENCIES ARE <u>EXEMPT</u> FROM COMPLETING THIS FORM.

2. In at the top of page 2 please enter Contractor Legal Name and Contractor Vendor/Customer Code.

3. In the box titled "Authorized Signatory Name" on page 2, please list ALL individuals who will be responsible for signing any document that requires a signature for the VAWA STOP Grant. Documents include but are not limited to the following:

   a. Standard Contract
   b. General Sub-recipient Grant Conditions
   c. Quarterly Financial Reporting Forms

4. The Contractor Authorized Signatory Listing form (page 2) must be signed by the public/private organization or local unit of government's **Authorizing Official** (e.g. Mayor, City/Town Manager, Town Administrator, Board President, Corporate Clerk).

5. At the top of page 3 please enter Contractor Legal Name and Contractor Vendor/Customer Code.

6. For *each* respective individual listed as an Authorized Signatory within the box on page 2, a Proof of Authentication of Signature (refer to pg. 3) must be signed and signature notarized.

7. Please note that **both** page 2 and 3 should be completed and submitted with the proposal.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Kristine Trierweiler	Town Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____   Date: _____
Signature

Title: __Chair. Board of Selectmen_____   Telephone: 508-906-3011

Fax:508-359-6182   Email: ktrierweiler@medfield.net

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: *Town of Medfield*
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): <u>Kristine Trierweiler</u>

Title: <u>Town Administrator</u>

X_____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on: _____

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL
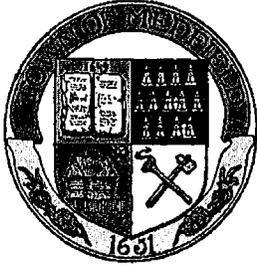
TOWN OF MEDFIELD
Office of
TOWN CLERK
459 Main Street
Medfield, Massachusetts 02052

(508) 906-3024
Fax: (508) 359-6182

DATE: June, 15, 2020

TO: Board of Selectmen

FROM: James G. Mullen, Jr.

I have received Mr. Lee Alinsky's resignation letter. Please accept Mr. Lee Alinsky resignation and recognize his honorable 13 years of service to the town of Medfield on the Board pf Registrars.

I recommend that you appoint Ms. Donna Young of 139 High Street, Medfield to the Board of Registrar effective immediately for a 3 year term.

Sincerely,

James G. Mullen, Jr.

Interim Town Clerk

LEE DAVID ALINSKY
148 STAGE COACH DRIVE
SOUTH CHATHAM, MA 02659
508-918-0033

Mr. James Mullen
Interim Town Clerk
459 Main St.
Medfield, MA 02052

Dear Sir,

Please accept this letter as my resignation as an Assistant Town Registrar for the
Town as I have sold my residence in Medfield (as of June 1, 2020) and am now in
residence on Cape Cod. Please also inform The Town Administrator of this
change in residential status.

Sincerely Yours,
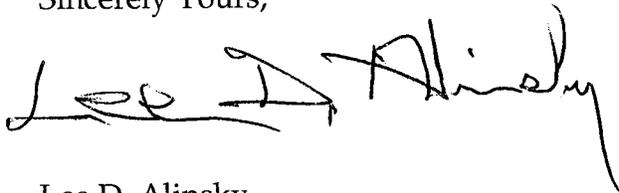
Lee D. Alinsky

Powers & Sullivan, LLC

Certified Public Accountants

June 15, 2020

Ms. Joy Ricciuto
Town of Medfield
Town Accountant
459 Main Street
Medfield, MA 02052

Dear Ms. Ricciuto,

Enclosed please find two copies of our engagement letter for the audit of the Town of Medfield for the fiscal year ending June 30, 2020.

We look forward to serving the Town and appreciate the opportunity to continue to do so. Please sign one copy of the enclosed engagement letter and return it at your earliest convenience. If you have any questions related to this or any other matters, please do not hesitate to contact us.

Very Sincerely,

Michael K. Nelligan, CPA
Partner

Powers & Sullivan, LLC

Certified Public Accountants

June 15, 2020

Town of Medfield, Massachusetts
459 Main Street
Medfield, MA 02052

We are pleased to confirm our understanding of the services we are to provide the Town of Medfield, Massachusetts for the fiscal year ending June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Town of Medfield as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Medfield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Medfield's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) General Fund Budgetary Comparison Schedule.

3) Retirement System Schedules.

4) Other Postemployment Benefit Plan Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Medfield's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Board of Selectmen of the Town of Medfield, Massachusetts. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from

(1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Medfield's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Medfield's major programs. The purpose of these procedures will be to express an opinion on the Town of Medfield's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Town of Medfield in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These other services are limited to the financial statement services as previously defined. We, in our sole professional judgments, reserve the right to refuse to perform any procedure or take any action that could b construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us

in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 30th of each year.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements,

performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town of Medfield; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Powers & Sullivan, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the applicable cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Powers & Sullivan, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant or oversight agency for audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fixed fee for the audit of the Town's basic financial statements and federal awards will be $25,000 for 2020 . Our fixed fee for conducting the DESE End-of Year Report agreed-upon procedures will be $4,500 for 2020. These fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Any fees charged for bank and similar confirmations or responses from legal representatives are the sole responsibility of the Town. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

In the event we are requested or authorized by the Town of Medfield or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel, the Town of Medfield will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review can be viewed at www.powersandsullivan.com.

We appreciate the opportunity to be of service to the Town of Medfield and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return the letter to us.

Very truly yours,
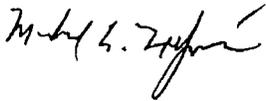
Powers & Sullivan, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Medfield, Massachusetts.

Signature: _____

Title: _____

Date: _____

Software as a Service Agreement

between

Medfield, MA
("Customer")

and
Sensus USA Inc.
("Sensus")

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

This Agreement shall commence on the Effective Date and continue for/until: 3 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 3 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: _Tim Harriger_

Name: _TIM HARRIGER_

Title: _VP Sales NA Water_

Date: _5/20/2020_

Customer: Medfield, MA

By: _____

Name: _____

Title: _____

Date: _____

Contents of this Agreement:

Agreement
    Exhibit A   Software
    Exhibit B   Technical Support

1. **General**
   A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

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

3. **Spectrum**
   A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 5/16/2018 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

4. **Equipment.**
   A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
   B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING 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.

6. **General Terms and Conditions.**
   A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) 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 (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. 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 software as a service and Spectrum Lease shall immediately cease.
   D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
   E. **Intellectual Property Rights.**

    i.   <u>Software and Materials</u>. 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 "<u>Sensus IP</u>"). 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.   <u>Customer Data</u>. 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. "<u>Customer Data</u>" 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.   <u>Consent to Use of Customer Data</u>. 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, "<u>Service</u>" means Sensus' obligations under this Agreement.

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

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

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

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

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

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

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

L.   **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Massachusetts. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("<u>Disputes</u>") 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 like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

O.   **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

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 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, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

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

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

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

K. **"LCM"** identifies the load control modules.

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

M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

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

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

P. **"Release"** means both Updates and Upgrades.

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

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

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

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

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

V. **"Server Hardware"** means the RNI hardware.

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

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

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

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

AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

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
      - Consumer Portal

      The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.
   B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.
   C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.
   D. **Software as a Service means only the following services:**
      i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
      ii. Sensus will provide production and disaster recovery environments for Application.
      iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
      iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
         (a) Network addresses and virtual private networks (VPN)
         (b) Standard time source (NTP or GPS)
         (c) Security access points
         (d) Respond to relevant alarms and notifications
      v. Capacity and performance management. Sensus will:
         (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
         (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
         (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
         (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
         (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
      vi. Database management. Sensus will:
         (a) Implement the data retention plan and policy, and will provide the policy upon request.
         (b) Monitor space and capacity requirements.
         (c) Respond to database alarms and notifications.
         (d) Install database software upgrades and patches.
         (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
      vii. Incident and Problem Management. Sensus will:
         (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
         (b) Respond to incidents and problems that may occur to the Application(s).
         (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.

       (d)   Correlate incidents and problems where applicable.

       (e)   Sensus personnel will use the self-service portal to document and track incidents.

       (f)   In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).

       (g)   Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.

       (h)   Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii.   Security Management. Sensus will:

       (a)   Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.

       (b)   Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.

       (c)   Conduct period penetration testing of the network and data center facilities.

       (d)   Conduct monthly vulnerability scanning by both internal staff and external vendors.

       (e)   Perform anti-virus and Malware patch management on all systems.

       (f)   Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.

       (g)   Respond to any potential threat found on the system and work to eliminate any virus or malware found.

       (h)   Adhere to and submit certification to NERC/CIP Cyber Security standards.

       (i)   Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.

       (j)   Provide secure web portal access (SSL) to the Application(s).

ix.   Backup and Disaster Recovery Management. Sensus will:

       (a)   Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.

       (b)   Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.

       (c)   Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).

       (d)   Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.

       (e)   Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.

       (f)   Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.

       (g)   Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.

       (h)   In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.

       (i)   The Application shall have a RTO of forty-eight (48) hours.

       (j)   The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.

       (k)   Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E.   Customer Responsibilities:

   i.   Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.

   ii.   Participate in all required configuration and change management procedures.

   iii.   Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.

   iv.   Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.

   v.   Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.

   vi.   First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.

   vii.   Responsible for local area network configuration, management, and support.

   viii.   Identify and research problems with meter reads and meter read performance.

   ix.   Create and manage user accounts.

   x.   Customize application configurations.

   xi.   Support application users.

   xii.   Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).

   xiii.   Respond to alarms and notifications.

   xiv.   Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F.   <u>Software as a Service</u> does <u>not</u> include any of the following services:

   i.   Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.

   ii.   Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

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

2. **Further Agreements**

   A.   System Uptime Rate.

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

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

ii. **Calculations**

    a. *Targeted Minutes of Operation* or *TMO* means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.

    b. *Scheduled Downtime* means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

    c. *Non-Scheduled Downtime* means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. **Responsibilities of Customer.**

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

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

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

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. 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 dynamically be added to the solution, provided Customer purchases such additional applications.

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

    a. Core Package

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

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

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

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

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

    b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
        (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
             1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
             2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
        (ii) Customer Responsibilities:
             1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
             2. Establish the network and security required for the two systems to reasonably communicate.
             3. Verify integration to third party system functionality is working as intended.
        (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. **Sensus Analytics**

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

A. **Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
  i. Device Access
     a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
     b. Allows a view of the meter interval or register reads.
     c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
     d. Allows the current and historical data to be viewed.
     e. Allows the current usage to be compared to historical distribution averages.
     f. Allows the user to see the meter location on a map view.
     g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
     h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
  ii. Meter Insight (provides the following)
     a. # of active meters.
     b. # of orphaned meters with drill down to the list of meters.
     c. # of inactive meters with usage drill down to the list of meters.
     d. # of stale meters with drill down to the list of meters.
     e. # of almost stale meters with drill down to the list of meters.
     f. # of meters where no read is available with drill down to the list of meters.
     g. # of meters with maximum threshold exceptions with drill down to the list of meters.
     h. # of meters with minimum threshold exceptions with drill down to the list of meters.
     i. # of unknown radios with drill down to the list of meters.
  iii. Report Access
     a. Allows the user to see meter alarms and choose a report from a list of standard reports.
     b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
     c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
     d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
     e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
     f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
     g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
     h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
     i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
     j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
     k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
     l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
     m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI. Users must enter which billing request file prior to running the report.
     n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
  iv. Billing Access
     a. Initiate the creation of billing export files formatted to the import needs of the billing system.
     b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
     c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
     d. Will store created billing files for a period of three years unless otherwise denoted.
     e. The system will allow creation of test files before export to the billing system.
  v. Billing Adaptor
     a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
  vi. Data Store
     a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
     b. Stored data is available online for reports and analysis.
     c. Data will be retained for 3 years. Additional duration can be purchased.

B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
  i. Alarm Insight
     a. Allows the user to summarize and filter alarms by a date range.
     b. Allows the user to review all alarm types on a single screen.
     c. The user can filter out the alarms not wanted on the screen.
     d. Alarm totals can be visualized.
     e. Adds a view of trending alarms over time.
     f. Click to drill down on an alarm to gain more information on specific events.
     g. Click to analyze a specific event on a particular device.
  ii. Alert Manager
     a. Allows creation of alert groups who will be notified when an alarm occurs.

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

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

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

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

C.   **Sensus Analytics Customer Portal.** The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets, provided Customer purchases access to the modules:

  i.   Web Portal Standard Features

      a.   Self-serve sign up and account/password management

      b.   Dynamic sizing to work on most standard browsers

      c.   Customizable logo and backdrop images

      d.   Capable of supporting multiple languages (Spanish and English standard)

      e.   Provides links to bill payment and support web locations. (Single Sign On access is not standard)

      f.   Supports multiple accounts and multiple meters

      g.   Supports multiple Units of Measure (UoM)

      h.   Exportable data

      i.   Alerts and Notifications that can be delivered to the customers' points of contact

      j.   Support for multiple alert recipients

      k.   Admin Management of Widgets Displayed

  ii.   Web Portal Additional Features

      a.   Single Sign: Integration to other web services in a manner that does not require the user to login multiple times

      b.   Water usage down to 15 minute intervals.

      c.   Presentation of Tier Limits and Tier Alerts

  iii. Dashboard Page Widgets

      a.   Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.

      b.   Alerts: Shows the alerts created by meters or usage alerts

      c.   Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal

      d.   Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert

  iv. Add-on Dashboard Widgets

      a.   Watering Schedule: Presents data regarding the days and times that the account can use outdoor water

      b.   Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.

      c.   Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)

  v.   Usage Details Features

      a.   Consumption in various time periods

      b.   Exportable to other file formats

      c.   Temperature and Rainfall data

  vi. Meters Features

      a.   Meter information including Meter #, address, current reading,

      b.   Meter Nicknames

  vii. Meter Tab Additional Features

      a.   Google Maps view of meter location (Location data provided by Utility)

  viii. Settings – Usage Alerts (per meter)

      a.   Billing Cycle Usage Alert

      b.   Daily Usage Alert

      c.   Vacation Alerts

  ix. Settings – Usage Alerts Additional Features

      a.   Tier Alerts

  x.   Alert Recipients Features

      a.   Editable selection of alerts to receive

      b.   Additional Recipient management

  xi. User Settings Features

      a.   Change of email address

      b.   Customer management of points of contact

      c.   Customer capability to add additional accounts

      d.   Customer password management (Self-serve)

D.   **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_rha_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 #8.

4. **Support Procedures**

   4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.

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

   A. Severity Levels Description:

   Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

   Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

   Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

   Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

   Sev3 The system is usable and the issue doesn't affect critical overall operation.

   Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

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

   4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

   a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

   b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

   c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

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

5. **Response and Resolution Targets.**

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

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	• 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. Problem Escalation Process.

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

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

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

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

7. General Support Provisions and Exclusions.

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: Town of Medfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA 02052		Business Mailing Address: State House Room 373 Boston, MA 02133	
Contract Manager:	Phone: 508-359-8505	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Catharine Hornby	Phone: 857-400-5417
Contractor Vendor Code: VC6000191875		E-Mail: catharine.hornby@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 . (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY20MEDFIELD15990026	
		RFR/Procurement or Other ID Number: Legislative	

__X__ NEW CONTRACT	___ CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) __ Statewide Contract (OSD or an OSD-designated Department) __ Collective Purchase (Attach OSD approval, scope, budget) __ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) __ Emergency Contract (Attach justification for emergency, scope, budget) __ Contract Employee (Attach Employment Status Form, scope, budget) _X_ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	Enter Current Contract End Date *Prior* to Amendment: _____, 20___. Enter Amendment Amount: $ _____ . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) __ Amendment to Date, Scope or Budget (Attach updated scope and budget) __ Interim Contract (Attach justification for Interim Contract and updated scope/budget) __ Contract Employee (Attach any updates to scope or budget) __ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X_ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_X_ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 70,000.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle _X_ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY20 earmark in line item 1599-0026 "provided further, that not less than $70,000 shall be expended for a planning and design study for the intersection of route 27 and West street in Medfield."

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
_X_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of _____, 20___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of _June 30th_, 20_20_ , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "**Effective Date**" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _____. Date: _____. (Signature and Date Must Be Handwritten At Time of Signature)	X: _____. Date: _____. (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.	Print Name: _Catharine Hornby_____.
Print Title: _Town of Medfield_____.	Print Title: _Undersecretary, A&F_____.