

CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
FEBRUARY 21, 2022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

- 1. Call to Order / Roll Call.**
- 2. Consent Docket:**
 - a. Acceptance of the Minutes of the February 7, 2022 Regular Meeting.
 - b. Acceptance of Claims List.
 - c. Acceptance of the Financials for January 2022.
- 3. Discussion/Approval of Items Removed from Consent Docket:**
- 4. Consideration and Discussion Items:**

- a. Discussion, consideration and possible action to declare as surplus and authorize the sale of surface rights only in and to a certain tract of real property described as the West 60 feet of Lot 3 and the East 6 feet of Lot 4 and the West 10 feet of Lot 2 and the East 40 feet of Lot 3 in Block 142 in the City of Chickasha, Grady County, Oklahoma according to the recorded plat there of; Also known as 923 and 917 Minnesota. to Gregory Lynn in the amount of \$250.00
- b. Discussion, consideration and possible action to approve the amended agreement with Sensus for utility billing software upgrade not to exceed \$5,500.00.
- c. Discussion, consideration and possible action to approve the land lease contract between Chickasha Municipal Authority and Alan Schenk dba DoBe Farms and authorize the Chairman to execute the same.

5. Executive Session:

- a. Discussion, consideration and possible action to enter into Executive Session to discuss confidential communications between the City and City's Attorneys concerning a pending investigation, claim or action which the City with the advice of the City's Attorneys, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct the pending investigation, litigation, or proceeding in the public interest in compliance with its duty of confidentiality under the provisions of 25 O.S. Section 307(B)(4). (*Chisholm Trail Development, LLC vs the Chickasha Municipal Authority and the City of Chickasha*; In the District Courts of Grady County, CJ-2021-230).
- b. Consideration to reconvene the open meeting and take appropriate action on any matter discussed in Executive Session.

6. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 2-21-2022

Meeting Date: 2/21/2022

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the February 7, 2022 Regular Meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the February 7, 2022 Regular Meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: February 21, 2022	(From)		

V. ATTACHMENTS:

1. CMA 2-7-2022

February 7, 2022

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 7th day of February 2022, as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 6:49 p.m.

ITEM 1. **Call to Order / Roll Call**

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
Zachary Grayson, Vice-Chairman
Oscar Nelson
David Sikes
R. P. Ashanti-Alexander
Kelly Boyd
Brian Gerdes
Georgianne Hebblethwaite
Nate McCalla

ABSENT: None.

STAFF

PRESENT: Tyler Brooks, City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
K. D. Rowell, Police Chief
Cindy Rogers, Finance Director
Tony Samaniego, Fire Chief
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing & Civic Engagement Manager

ITEM 2. **Consent Docket: ITEM 2a – ITEM 2b**

ITEM 2a. **Acceptance of the Minutes of the January 18, 2022 Regular Meeting.**
ITEM 2b. **Acceptance of Claims List.**

6:55 P.M.

*Motion by Trustee Sikes, second by Trustee Ashanti-Alexander to approve Consent Docket: ITEM 2a – ITEM 2b.

Roll call vote:

Ayes:” Boyd, Sikes, Nelson, Hebblethwaite, Gerdes, Grayson, Ashanti-Alexander, McCalla and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No action taken on Item 3.

ITEM 4. **Motion to Adjourn.**

*Motion by Trustee Ashanti-Alexander, second by Trustee Grayson to adjourn.

Meeting adjourned.

TIME: 6:56 P.M.

Approved this 21st day of February 2022.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: CMA Agenda 2-21-2022

Meeting Date: 2/21/2022

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Cindy Rogers, Finance Director

Meeting Date:

February 21, 2022

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 2-21-2022

Meeting Date: 2/21/2022

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of the Financials for January 2022.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for January 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: February 21, 2022	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 2-21-2022

Meeting Date: 2/21/2022

Department: Community Development

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to declare as surplus and authorize the sale of surface rights only in and to a certain tract of real property described as the West 60 feet of Lot 3 and the East 6 feet of Lot 4 and the West 10 feet of Lot 2 and the East 40 feet of Lot 3 in Block 142 in the City of Chickasha, Grady County, Oklahoma according to the recorded plat there of; Also known as 923 and 917 Minnesota. to Gregory Lynn in the amount of \$250.00

I. BACKGROUND/DESCRIPTION:

This lot is owned by the City of Chickasha Municipal Authority.
Gregory Lynn has maintained this property for several years, due to past Code Enforcement sending photos of the lot to him for mowing.
Gregory Lynn made an offer to City Manager Tyler Brooks for the amount of 250.00

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Tyler Brooks City Manager	Fund	Account	Amount
	(To) 31-31-5500-001		
	FUND	ACCOUNT	AMOUNT
Meeting Date: February 21, 2022	(From)		

V. ATTACHMENTS:

1. Quit Claim deed to Gregory

2. 20220214155711532

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENT

That the Chickasha Municipal Authority, a Public Trust Authority, (the "Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and quitclaim unto Gregory Lynn, a single person having a mailing address of 911 W Minnesota, Chickasha, OK 73018, (the "Grantee"), a certain tract of real property situated in Grady County, Oklahoma, described as follows, to wit:

The West Sixty (60) feet of Lot Three (3) and the East Six (6) feet of Lot Four (4) and the West Ten (10) feet of Lot Two (2) and the East Forty (40) feet of lot Three (3) in Block One Hundred Forty-Two (142) in the City of Chickasha, Grady County, according to the recorded plat thereof; also known as 923 and 917 Minnesota, Chickasha, Oklahoma 73018

SURFACE RIGHTS ONLY

together with all the improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the Grantee, and Grantee's successors and assigns forever.

EXECUTED and delivered this _____ day of February, 2022

CHICKASHA MUNICIPAL AUTHORITY

By: _____
Chris Mosley, Chairman

ATTEST:

Susan McDaniel, Clerk

(SEAL)





J TERRY

J TERRY	
LABEL	14203
NAME	J TERRY
ACRES	
PARCEL	C001-00-142-003-0-000-00
MPIN	148.0-28-00-84-05.000
PROBLEM	
Owner	<Null>
Planning_Note	<Null>



CHICKASHA POLICE DEPARTMENT

Professionalism | Respect | Integrity | Dedication | Excellence

Code Enforcement

July 2, 2019

Greg Lynn
911 W. Minnesota
Chickasha, Ok 73018

Address of Violation: **911 W. Minnesota (MOW & WEED EAT ENTIRE PROPERTY)** Your property is currently in violation of City Code. This letter is notice that your property needs your attention. The following violations have been reported/observed on your property.

Please resolve the following MARKED violations.

- ** ☒ Section 34-88 **Tall weeds & grass/ Trash & Debris/Limbs front, backyards & alleyway**
- ☐ Section 34-89 Unlawful Storage(miscellaneous) APPLIANCES, FURNITURE, TRASH ETC...
- ☒ Section 34-4a (1) **General public nuisance-fire or health hazard, endanger public safety**
- ☐ Section 34-4a (3) General public nuisance-open/unsecured (roof/ trimming along house)
- ☐ Section 34-4a (21) General public nuisance (unapproved parking surface)
- ☐ Section 34-107 Abandoned, wrecked, non-operating vehicle
- ☐ **Sec. 42-1 Solid Waste (Mattresses)**
- ☐ Section 44-249 House Number to be placed on house-said numbers should be 2" in height. Capable of being seen from the street.
- ☐ **304.2 2015 IMPC Protective Treatment**
- ☐ Section 54-301c It is the property owner's obligation to keep all tree and limbs, clear of trafficway
- ☐ Other: Flat tires, weed or grass undergrowth indicates to a reasonable person that the vehicle has not been moved, permitting such growth to occur;

If the public nuisance condition(s) cited above is not corrected within **10** days from the date of this notice, the City of Chickasha shall act to abate the existing nuisance on the property by any procedure necessary. **A bill for all costs along with citations and expenses associated with the abatement of the property will be assessed and if left unpaid will result in a lien being placed on the property.**

****If notice is given by the city to a property owner ordering the property within the municipal limits to be cleaned of trash and weeds or grass to be cut or mowed, any subsequent accumulations of trash or excessive weed or grass growth on the property occurring within a six-month period may be declared to be a nuisance and may be summarily abated without further prior notice to the property owner.** At the time of each such summary abatement the municipality shall notify the property owner of the abatement and the costs thereof. The notice shall state that the property owner may request a hearing within ten days after the date of mailing the notice.

Natalie Benoit
Code Enforcement Officer
City of Chickasha
Phone #: 405.222.6059 Email:
natalie.benoit@chickashapd.org



911 W.
Minnesota



CHICKASHA POLICE DEPARTMENT

Professionalism | Respect | Integrity | Dedication | Excellence

Code Enforcement

Oct 5, 2018

Greg Lynn
911 W. Minnesota Ave.
Chickasha, OK 73018

Address of Violation: 911 W. Minnesota (mow, weed eat ALL AREAS) Your property is currently in violation of City Code. This letter is notice that your property needs your attention. The following violations have been reported/observed on your property.

Please resolve the following MARKED violations.

- ☒ Section 34-88 Tall Weeds/Trash & Debris/Limbs
- ☐ Section 34-89 Unlawful Storage(miscellaneous)
- ☒ Section 34-4a (2) General public nuisances-fire or health hazard, endanger public safety
- ☐ Section 34-4a (3) General public nuisances (open/unsecured)
- ☐ Section 34-4a (21) General public nuisances (Unapproved parking surface)
- ☐ Section 34-107 Abandoned, wrecked, non-operating vehicles
- ☐ Section 42-23d Accumulation of refuse (Poly carts)
- ☐ Section 44-249 House Number to be placed on house-said numbers should be 2" in height. Capable of being seen from the street.
- ☐ **Sec. 54-270. - Maintenance responsibilities Fencing shall be maintained in good structural condition at all times.**
- ☐ 304.2 2015 IPMC Protective treatment
- ☐ Section 54-301c It is the property owner's obligation to keep all tree and limbs, clear of trafficways
- ☐ Other: Weed or grass undergrowth indicates to a reasonable person that the vehicle has not been moved, permitting such growth to occur;

If the public nuisance condition(s) cited above is not corrected within **10** days from the date of this notice, the City of Chickasha shall act to abate the existing nuisance on the property by any procedure necessary. A bill for all costs along with citations and expenses associated with the abatement of the property will be assessed and if left unpaid will result in a lien being placed on the property.

****If notice is given by the city to a property owner ordering the property within the municipal limits to be cleaned of trash and weeds or grass to be cut or mowed, any subsequent accumulations of trash or excessive weed or grass growth on the property occurring within a six-month period may be declared to be a nuisance and may be summarily abated without further prior notice to the property owner.** At the time of each such summary abatement the municipality shall notify the property owner of the abatement and the costs thereof. The notice shall state that the property owner may request a hearing within ten days after the date of mailing the notice.

Natalie Benoit
Code Enforcement Officer
City of Chickasha
Phone #: 405.222.6059 Email:
natalie.benoit@chickashapd.org

2001 West Iowa Avenue Chickasha, OK 73018 | 405-222-6050 | www.Chickasha.org
<https://www.facebook.com/ChickashaPolice/>

10W/Weed eat entire property

911 Minnesota







GRADY COUNTY ASSESSOR

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COUNTY ASSESSOR TAX ROLLS

PERSONAL INFORMATION

CITY OF CHICKASHA
MUNICIPAL AUTHORITY
117 N. 4TH STREET

CHICKASHA OK 73018

REAL PROPERTY INFORMATION

[Print-Friendly Page](#)

GROSS ASSESSED VALUE (What is this?)

Land Market Value
Land Assessed Value
Improvements Market Value
Improvements Assessed Value
Misc. Market Value
Misc. Assessed Value
Mobile Home Market Value
Mobile Home Assessed Value

PHOTOS

\$0.00	Total Market Value	\$0.00
\$0.00	Total Assessed Value	\$0.00
\$0.00	Total Exemption	\$0.00
\$0.00	Net Assessed Value	\$0.00
\$0.00	School District	9001 Chick City
\$0.00	Voting District	
\$0.00		

More Detail

LEGAL DESCRIPTION

28-07-07-74850 W 10' LOT 2 & E 40' LOT 3 W 60' LOT 3 & E 6' LOT 4 BLK
142 CHICKASHA-OT

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Jason Terry, a single person and Erik & Jennifer Terry, husband and wife, parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Chickasha Municipal Authority, 117 N. 4th Street, Chickasha, OK 73018, the following described real property and premises, situated in Grady County, State of Oklahoma, to wit:

SURFACE RIGHTS ONLY in and to:

The west sixty (60) feet of lot three (3) and the east six (6) feet of lot four (4) and the west ten (10) feet of Lot two (2) and the east forty (40) feet of lot three (3) in Block 142 in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof;

Also knowns as 923 & 917 Minnesota, Chickasha, Oklahoma 73018

together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same.

To have and to hold said described premises unto the said party of the second part, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 2nd day of March, 2016.



Jason Terry
Jason Terry

Erik Terry
Erik Terry

Jennifer Terry
Jennifer Terry

STATE OF OKLAHOMA

COUNTY OF GRADY

ss:

On this 2nd day of March, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jason Terry, a single person, to me known to be the identical person who signed the within and foregoing instrument, and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



STATE OF OKLAHOMA

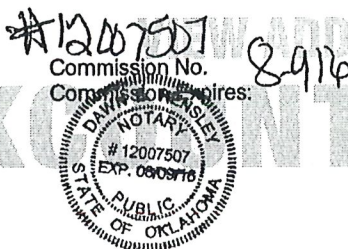
COUNTY OF GRADY

ss:

On this 2nd day of March, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Erik and Jennifer Terry, husband and wife, to me known to be the identical persons who signed the within and foregoing instrument, and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Dawn E. Hensley
Notary Public



Exempt Documentary Stamp Tax OS
Title 68, Article 32 Section 3201 Or
3202, Paragraph 3

C001-00-142-003-0-001

Jessica or Rachel
405-222-6010

I-2010-012335 Book 4313 Pg: 586
10/18/2010 8:00 am Pg 0586-0587
Fee: \$ 15.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

SEND TAX NOTICES TO:

Jason Terry
Erik Terry



Exempt Documentary Stamp Tax OS
Title 68, Article 32 Section 3201 or
3202, Paragraph 4.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

QUITCLAIM DEED - JOINT TENANTS

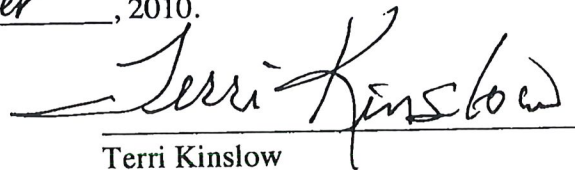
KNOW ALL MEN BY THESE PRESENTS: That Terri Kinslow, a single person, Grantor, in consideration of the sum of ten dollars and other good and valuable considerations in hand paid, the receipt of which are hereby acknowledged, does hereby quitclaim, grant, bargain, sell, and convey unto Jason & Erik Terry: 4126 Terrace Hills N.W., JASON'S ADDRESS listed Piedmont, OK 73078, Grantees, all her right, title, interest, estate, and every claim and demand both at law and in equity in and to the following described real property and premises situate in Grady County, Oklahoma, to-wit: a s joint tenants & not tenants in common w/ right of survivorship, the whole estate to vest in the survivor in event of death of either parties of 2nd part.

The West Sixty (60) feet of Lot Three (3) and the East Six (6) feet of Lot Four (4) in Block One Hundred Forty-two (142) in the City of Chickasha, Grady County, Oklahoma, according to the plat thereof, and the West ten (10) feet of Lot Two (2) and the East Forty (40) feet of Lot Three (3) in Block One Hundred Forty-two (142) in the City of Chickasha, Grady County Oklahoma.

together with all improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto Grantee, its heirs and assigns forever.

Signed and delivered this 15th day of October, 2010.


Terri Kinslow

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF GRADY

Before me, a Notary Public, in and for said county and state, on this 15th day of October, 2010, personally appeared Terri Kinslow, a single person, to me known to be the

VIEW ADDITIONAL LAND RECORDS AT
1
OKCOUNTYRECORDS.COM



City of
CHICKASHA

Meeting Type: CMA Agenda 2-21-2022

Meeting Date: 2/21/2022

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration and possible action to approve the amended agreement with Sensus for utility billing software upgrade not to exceed \$5,500.00.

I. BACKGROUND/DESCRIPTION:

- We are upgrading our billing software for water meters due to the current version being phased out.
- AMI will no longer be maintaining or upgrading the version we are currently using.
- The original agreement was signed in 2015.

II. RECOMMENDED ACTION:

Staff recommends approving the amended agreement with Sensus to upgrade the utility billing software in an amount not to exceed \$5,500.00 and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Cindy Rogers, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: February 21, 2022	(From) 31-515-6300-020.1		\$5,500.00

V. ATTACHMENTS:

1. SIGNED AMI Agreement

2. Chickasha Municipal Authority_Sensus First Amendment_2022-01-21

Advanced Metering Infrastructure (AMI) Agreement

between

Chickasha Municipal Authority
 ("Customer")

and
Sensus USA Inc.
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("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 10 years: ("Initial Term"). At the end of the Initial Term, this Agreement may be renewed by written agreement of the Parties ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

Customer: Chickasha Municipal Authority

By: _____
 Name: Hank Ross
 Title: Mayor
 Date: 10-05-15

Contents of this Agreement:

- Part 1: Notification for Spectrum Manager Lease
- Part 2: AMI Agreement
 - Exhibit A Software as a Service
 - Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1	Customer/Lessee Name: CHICKASHA MUNICIPAL AUTHORITY		
	Attention To: JIM McCLAIN		Name of Real Party in Interest:
	Street Address: 117 N. 4TH ST.		City: CHICKASHA
	State: OK	Zip: 73108	Phone: (405) 222-6085
	Fax: (405) 222-6084	Email: jmcclain@chickasha.org	

Is Customer contact information same as above? ☐ Yes ☐ No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2	Company Name:		
	Attention To:		
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:	Email:	

3	Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust
	☒ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other

4	FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____ If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file.
	Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5	Customer Tax ID: 890560
---	--------------------------------

Individual Contact For FCC Matters

6	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
	Name: Jim	
	Title: PUBLIC WORKS DIRECTOR	
	Email: jmcclain@chickasha.org	Phone: (405) 222-6085

Ownership Disclosure Information

7	If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	Mayor:	US Citizen?	Ownership Disclosure?
	HANK ROSS	☒ Yes ☐ No	☐ Yes ☒ No
	Council Member:		
	CHRIS FERGUSON	☒ Yes ☐ No	☐ Yes ☒ No
	Council Member:		
	MIKE SUTTERFIELD	☒ Yes ☐ No	☐ Yes ☒ No
Council Member:			
BLAKE ELLIOT	☒ Yes ☐ No	☐ Yes ☒ No	
Council Member:			
KIMBERLY LOGGINS	☒ Yes ☐ No	☐ Yes ☒ No	

Council Member: R.P. ASHANTI-ALEXANDER	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: PHYLIS STEELMAN	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: HOWARD CARPENTER	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: JOHN TOLANO	☒ Yes ☐ No	☐ Yes ☒ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

8

Alien Ownership Questions (If the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?

☐ Yes ☒ No

9

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?

☐ Yes ☒ No

2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?

☐ Yes ☒ No

3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?

☐ Yes ☒ No

10

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: HENRY (HANK)	MI:	Last Name: ROSS	Suffix:
Title: MAYOR		Customer Name: CHICKASHA MUNICIPAL AUTHORITY	
Signature: 			Date:
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: AMI AGREEMENT

1. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Equipment from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, 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.**

2. Services.

- A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
- B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
- C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement.
- D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- E. **Project Management.** Project Management of the AMI System is not included in this Agreement.
- F. **Training.** Training on the use of the AMI System is not included in this Agreement.

3. 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.

4. Spectrum

- A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
- G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any

harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

- (b) Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

5. General Terms and Conditions.

A. Intentionally Omitted

B. Limitation of Liability.

- i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. 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.

- ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

- 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.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.

- F. **Confidentiality.** 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, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

- G. **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.

- H. **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.

- I. **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.

- J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Oklahoma. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state courts located in Grady County, Oklahoma.

- K. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.

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

- M. **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.

- N. **Four Corners.** This written Agreement, including all of its exhibits, 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.

- O. **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.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
 - D. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - E. **"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.
 - F. **"Field Devices"** means the meters and SmartPoint Modules.
 - G. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - H. **"FlexWare™ 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.
 - I. **"Harris Software"** means the specific items of software provided by N. Harris Computer Corporation only to the extent Customer; (i) has been provided pricing for that specific item of Harris Software; and (ii) is current in its payments for that specific item of Harris Software.
 - J. **"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.
 - K. **"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.
 - L. **"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.
 - M. **"LCM"** identifies the load control modules.
 - N. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
 - O. **"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.
 - P. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
 - Q. **"Release"** means both Updates and Upgrades.
 - R. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - S. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - T. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
 - U. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
 - 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 take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
 - 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.
 - Y. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
 - Z. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
 - AA. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
 - BB. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software as a Service

I. 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 Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for Software as a Service.

- A. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that; (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service.

B. Software as a Service Definition.

1. **"Software as a Service"** means only the following services:

- i. Use of RNI hardware, located at Sensus' or a third party's data center facility (as determined by Sensus), that is necessary to operate the AMI System.
- ii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
- iii. Providing remote firmware maintenance for FlexNet Base Stations (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
- iv. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
- v. Providing secure Web portal access to the managed FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
- vi. If requested (for an additional fee), submitting a "daily reading file" in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
- vii. 24x7x365 server and FlexNet Base Station monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
- viii. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
- ix. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit B.
- x. Providing "hot failover" disaster recovery solution within forty-eight (48) hours.

2. **"Software as a Service"** does not include any of the following services:

- i. Normal periodic processing of accounts or readings for Customer's billing or other analysis purposes.
- ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
- iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall manage and maintain the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed FlexWare Software application 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 shall be calculated as follows:

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

2. Calculations

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

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

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

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

5. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or

controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

B. 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:

1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
3. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
4. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
5. Dry pipe pre-action fire detection and suppression systems are provided.
6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer

1. Customer shall promptly pay all Software as a Service fees.
2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, 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 FlexWare Software application.
3. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the FlexWare application 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.
4. 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 FlexWare Software application. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the FlexWare Software application and 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 FlexWare Software application through Customer's account, account ID, usernames or passwords.
5. Customer shall be responsible for the day-to-day operations of the FlexWare Software and AMI 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. Disaster Recovery. In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as soon as commercially reasonable.

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:

Customer License Agreement

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

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

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

3. Support Hours

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

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be 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 a support ticket for 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.

Severity Levels Description:

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

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

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

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

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

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

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support 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.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

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

- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
- 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

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

FIRST AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
("First Amendment")

This First Amendment is made this ____ day of _____ 2022 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 637 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and Chickasha Municipal Authority, ("Customer").

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on October 12, 2015 ("Agreement"); and

WHEREAS the parties desire to amend the Agreement according to the terms and conditions in this First Amendment; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Agreement.
2. **Software.** By way of this First Amendment, Customer hereby elects to utilize Sensus Analytics Enhanced Package software in lieu of the Harris-licensed Logic software. Accordingly, Exhibit A of the Agreement is hereby replaced in its entirety with the Exhibit A attached hereto.
3. **Technical Support.** Exhibit xx has been replaced in its entirety.
4. **Intellectual Property.** Section 5.E. of the Agreement is hereby replaced in its entirety with the following:

E. **Intellectual Property Rights.**

- i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.
- iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

5. **Data Privacy.** New Section 5.P. is hereby added to the Agreement:

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

6. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Agreement, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

By: _____

Name: _____

Title: _____

Date: _____

CHICKASHA MUNICIPAL AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A Software

Software as a Service

1. Description of Services.

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

A. Software as a Service Generally.

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

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

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

B. Use of Software as a Service.

Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use 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. **Software as a Service** does not 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. 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

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, 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.



City of
CHICKASHA

Meeting Type: CMA Agenda 2-21-2022

Meeting Date: 2/21/2022

Department: City Clerk

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration and possible action to approve the land lease contract between Chickasha Municipal Authority and Alan Schenk dba DoBe Farms and authorize the Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

- The Chickasha Municipal Authority owns approximately 40 acres, approximately one mile west of 29th Street on Grand Avenue.
- For several years, this property was used as a small landfill by the City. In the early 90's the City and CMA closed the landfill officially and has been establishing a ground cover since that time.
- Mr. Alan Schenk gave notice that he would like to extend his lease another year. He owns property adjacent to this lease.
- CMA has been in contract with Mr. Schenk since May, 2006.
- Land lease rent: \$400 annually.
-

II. RECOMMENDED ACTION:

Approve the contract between the Chickasha Municipal Authority and Mr. Alan Schenk for the use of the old landfill property on West Grand and authorize Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
Susan M. McDaniel, City Clerk	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		

February 21, 2022

V. ATTACHMENTS:

1. Correspondence from Alan Schenk
2. CMA Agricultural Land Contract and Lease Agreement - 2022

November 22, 2021

City of Chickasha
Chickasha Municipal Authority
117 North 4th Street
Chickasha, OK 73018

RE: Agricultural Land & Contract & Lease Agreement – old Grand Avenue
 Landfill Site (closed)

To Whom It May Concern:

I am writing on behalf of Do-Be Holstein Farms regarding the old Grand Avenue Landfill site. We would like to continue leasing this property as we have done for a number of years. We appreciate your consideration of continuing the lease agreement.

Sincerely,



Alan L. Schenk
Vice-President, Do-Be Holstein Farms

405-574-6627

**CHICKASHA MUNICIPAL AUTHORITY
AGRICULTURAL LAND
CONTRACT AND LEASE AGREEMENT**

This Lease Agreement made and entered into this _____ day of _____ 2022, by and between the Chickasha Municipal Authority, an authority of the City of Chickasha, a Municipal Corporation of the State of Oklahoma, Landlord, and Alan Schenk dba DoBe Farms, Tenant.

WITNES SETH:

PAYMENT AND TERMS

1. That the Landlord is the owner of land in Township 7 North, Range 8 West, Grady County, Oklahoma, and the Landlord wishes to lease to the Tenant, and the Tenant desires to lease from the Landlord that portion of said Property described as follows:

SURFACE RIGHTS ONLY in and to the West 660' of Lots 3 and 4 Section 36, T-7N R-8-W containing approximately 40 acres more or less. Said site is approximately 660' x 2640', Formerly the Grand Avenue Landfill Site (closed).

2. Therefore, for and in consideration of the mutual covenants and agreements contained herein, and the payments of cash rentals by the Tenant to the Landlord as herein provided, the Landlord hereby rents and leases the 40 acres of land to said Tenant as contained in the above described property. Said property shall be used for agricultural purposes only.
3. Landlord further rents and leases all of the above described real property for a period of one (1) year, beginning the June 1, 2022, and ending the 31st day of May 2023.
4. The annual cash rental shall be due and payable from the Tenant to the Landlord on the 1st day of June. The annual rental for this lease shall be Four Hundred Dollars (\$400.00).
5. It is further agreed by the Parties herein that the Landlord may cancel this lease agreement if any part of this agreement has been breached or violated by the Tenant. If the breach or violation of this contract should occur, the Tenant shall be given fifteen (15) days written notice to correct any violation of this contract noted by the Landlord and at the end of this time the Landlord may cancel the lease unless the Tenant has taken all necessary steps in order to correct said violation or breach. It is agreed by the parties that in the event of termination prior to the end of the full term of this lease that the Tenant shall vacate the leased premises within fifteen (15) days from the termination of the lease and shall return peaceable possession of the above-described real property.

BOTH PARTIES HEREIN AGREE TO THE FOLLOWING
SPECIFIC TERMS AND PROVISIONS:

1. Tenant shall make rental payments to the Landlord as set forth in Paragraph 4 above.
2. Tenant agrees to prevent livestock or any other farming or ranching operation from creating erosion that may expose debris from the old landfill.
3. All culverts, cattle guards, gates and fences which constitute in place permanent improvements as of the first date written above shall be owned by the Landlord and maintained by the Tenant during the term of this lease.
4. The Landlord directs or approves installation of all permanent improvements such as fences, gates, cattle guards, etc. on the property. The Tenant shall provide all necessary labor and material for the installation. After the installation of said improvements, all such permanent improvements shall become the property of the Landlord and shall remain with the land at the termination of this lease.
5. Tenant agrees not to cultivate land.
6. Tenant agrees to comply with all U.S. Soil Conservation Service rules and guidelines concerning the land use, maintenance and protection.
7. Tenant agrees to comply with all U.S. Department of Agriculture, Agriculture Stabilization and Conservation Service rules and guidelines concerning land use. The Tenant will retain all the government payments.
8. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, which Landlord shall not unreasonably withhold, condition or, delay as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored within the Leased Premises in a manner that complies with all Laws regulating any such Hazardous Material. For the purposes of this agreement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated under any applicable Law, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table or by the Environmental Protection Agency as hazardous substances and amendments thereto.
9. The Landlord shall not be liable in any manner for the death or loss of livestock or other property of the Tenant and Tenant agrees to use the premises at his own risk.
10. Tenant agrees to promptly remove all dead livestock and animals.

11. The Landlord shall have the right to determine if and when any seismograph work is to be done upon any part of said property. Landlord shall give at least fifteen (15) days notices to the Tenant prior to the seismograph work if known to the Landlord. All revenues generated from such seismograph work shall belong to the Landlord.
12. The Landlord reserves the right to lease said lands or any part thereof, for oil and gas, or mining purposes, at any time and grant to any lessee hereunder the right of ingress and egress to and from said land for the purpose of carrying on mining or drilling operations. Surface damages shall be negotiated by and paid to the Landlord. All crop and grazing damages, however, are to be settled between the Tenant and any oil and gas mining lessee conducting any operations on said land. Any and all damages not related to crop or grazing damages as a result of any drilling operation or activities upon said land are hereby reserved to the Landlord and the negotiations and settlement of said damages shall be made by the Landlord.
13. Tenant shall not assign or sublet this lease, or any part thereof, without first gaining a written approval by the Landlord except that Tenant may contract with third parties and allow third parties to graze cattle upon the leased premises. It shall remain Tenant's responsibility to assure that good grazing practices are followed, and no over-grazing occurs.
14. Any changes in said lease must be agreed to by written amendment to this contract between the Landlord and the Tenant.
15. It is agreed between the parties that all terms and provisions of this lease are subject to the title covenants, restrictions, and conditions under which the Landlord holds title and any and all rights and privileges are subject to said land, and the use thereof shall be binding upon the Tenant and shall supersede any and all terms of this agreement.
16. Tenant agrees to operate said land in accordance with good farming and ranching practices and to abide by all provisions of this lease.
17. If any portion of property subject to this lease becomes involved in litigation and such cannot continue as leased property under this lease agreement, the rental payment paid by the Tenant shall be reduced on a pro rata acreage basis. Tenant shall peacefully surrender possession of any property subject to this paragraph if so requested by the Landlord, within ten (10) days of written notification to the Tenant.
18. It is further agreed that no signs or other advertising shall be permitted to be displayed or placed upon said premises, including any commercial or political advertising, unless approved in writing by the Landlord.
19. In the event that either the Landlord or the Tenant is required to resort to legal proceedings or to incur expenses of any kind or nature in the enforcement of their rights hereunder, then in such event, the successful party shall have the right and the losing

party shall be liable in damages for all reasonable attorney fees and expenses incurred by the successful; party in the enforcement of any of their respective rights hereunder.

20. The Tenant hereby agrees to indemnify and hold harmless the Landlord from any and all claims, demands, causes of actions, lawsuits arising as a result of the Tenant's operations upon the leased premises.
21. It is further agreed that the Tenant shall be responsible for completing all documents required by the Farm Service Agency to assure that the crop base and soil plan remain active.
22. It is further understood and agreed by the parties hereto that the Landlord may find it necessary during the term of this lease to use or sell a portion of the above-described real property. It is agreed by the parties hereto that should it be necessary for the Landlord to take possession of any portion of the property during the term of this lease that the Landlord may do so by giving thirty (30) days written notice to the Tenant of its intention to cancel the lease as to that portion of the property, or any part thereof, for the Landlord's use. The Tenant, upon receiving notice, shall give peaceful possession to the Landlord. Should the Landlord decide to use the property, or any portion thereof, and take possession of the property prior to the end of any lease term, the Tenant shall be entitled to receive reimbursement of rent actually paid in a proportion determined by the acres of land terminated from the lease as compared to the total acres of the lease for that tract. This amount shall then be prorated based upon the number of days remaining on the lease term for that tract.
23. This lease shall be binding and shall inure to the benefit of the heirs, executors, administrators, and assigns of both parties.

Executed this ____ day of _____, 2022

LANDLORD:

CHICKASHA MUNICIPAL AUTHORITY

By: _____

Chris Mosley, Chairman

ATTESTED _____

Susan M. McDaniel, Secretary

By: _____

Alan Schenk, Tenant