City of Eatonton Council Meeting
Agenda
March 21, 2016
Putnam County Commissioners’ Meeting Room, #203
117 Putnam Drive
Eatonton, Georgia 31024
(706) 485-3311

1. 7:00 PM Call to Order

2. Invocation: Mayor Pro-Tem Harvey Chip Walker

3. Approval of Minutes: Attachment #1

4. Public Comments:
   Reading of Rules for Public Comments

5. Old Business:
   A. Discussion and Possible Action on Quit Claim Deed with the Downtown Development Authority Attachment #5A

6. New Business:
   A. Main Street Report Attachment #6A
   B. Proposed Resolution Recognizing April 17 - 23, 2016 as Georgia Cities Week Attachment #6B
   C. Proposed Resolution to Authorize the Mayor to Sign a Contract Extension with AMEC Foster Wheeler for Consulting Engineering Services Attachment #6C
   D. Proposed Resolution to Authorize the Mayor to Sign an EA Mobile System Contract with Elster Solutions, LLC Attachment #6D

7. Committee Reports:
   • Finance and Personnel – Council Member Harvey C. Walker, Jr.
8. Executive Session: Personnel

9. Motion to Adjourn:
City of Eatonton
Eatonton City Hall, 201 North Jefferson Avenue, Eatonton, GA 31024
Tuesday, March 1, 2016 at 6:00 PM

Public Hearing
Conditional Use Permit
Tri-County EMC Installation and Operation of a Solar Energy System at 866 Oak Street

Elected Officials Present:
  Mayor Walter C. Rocker, Jr.
  Mayor Pro-Tem Harvey (Chip) Walker, Jr.
  Councilman Alvin Butts
  Councilwoman Teresa Doster
  Councilman James A. Gorley
  Councilman William Mangum, Jr.
  Councilman Charles R. Haley
  Councilwoman Alma Stokes

Elected Officials Absent:

Staff Members Present:
  City Administrator, Gary Sanders
  City Attorney, Christopher Huskins
  City Clerk, Sarah Abrams

Mayor Walter C. Rocker, Jr. called the Public Hearing to order regarding a Conditional Use Permit requested by Tri-County EMC at 6:00 PM.

City Administrator Gary Sanders read the rules for making public comments.

Mayor Rocker advised Greg Mullis and Amber Wismer of Tri-County EMC signed in to speak on behalf of the Conditional Use Permit and they will make their presentations at this time.

Mr. Greg Mullis and Ms. Amber Wismer presented Council with a handout regarding the Tri-County EMC Solar Energy project. They advised the site should be up and ready by the first of April and generating energy by the end of May. They will be offering
members an opportunity to rent blocks of solar panels for a fee of $25.00 per month at no risk.

Mayor Rocker asked if any one was present to speak in opposition to the Conditional Use Permit; no one signed in to speak in opposition to the request made by Tri-County EMC for a Conditional Use Permit at 866 Oak Street.

Motion was made by Walker and seconded by Gorley to end the public hearing meeting on the request made by Tri-County EMC for a Conditional Use Permit at 6:27 PM. Motion carried by a unanimous vote of 7-0.

________________________________________
Walter C. Rocker, Jr. Mayor

ATTEST:

________________________________________
Sarah E. Abrams, City Clerk
City of Eatonton Council Meeting
Tuesday, March 1, 2016 at 7:00 PM
Eatonton City Hall, 201 North Jefferson Avenue, Eatonton, Georgia 31024

Elected Officials Present:
  Mayor Walter C. Rocker, Jr.
  Mayor Pro-Tem Harvey (Chip) Walker, Jr.
  Councilman Alvin Butts
  Councilwoman Teresa Doster
  Councilman James A. Gorley
  Councilman William Mangum, Jr.
  Councilman Charles R. Haley
  Councilwoman Alma Stokes

Elected Officials Absent:

Staff Members Present:
  City Administrator, Gary Sanders
  City Attorney, Christopher Huskins
  City Clerk, Sarah Abrams

Mayor Walter C. Rocker, Jr. called the regular Council meeting to order at 7:00 PM.

Pastor Dexter Lamar of the Greater High Hope Christian Center gave the invocation.

Motion was made by Doster and seconded by Butts to approve the minutes of the last meeting with any necessary corrections. Motion carried by a vote of 5-0.
Councilman James A. Gorley and Councilman Charles R. Haley abstained.

Public Comments: Gwenette Little - Community issues, Pastor Dexter Lamar, Barbara A. Bell, and Trenton Brown - Greater High Hope Christian Center, Community Storm Shelter/Safe Room / Community Life Center
Motion was made by Doster and seconded by Gorley to hear from all who signed in to make Public Comments. Motion carried by a unanimous vote of 7-0.

Reading of the Rules for Public Comments: City Administrator Gary Sanders read the rules for Public Comments.

Mayor Rocker called on Ms. Gwenette Little for public comments. Ms. Gwenette Little advised Council she lived at 103 Holly Drive, and did not approve of some of the goings on in her community. Little advised her car has been vandalized (scratch and sprayed); neighbors park their vehicles and leave their garbage can near the street which blocks her view of on coming traffic, preventing her from seeing how to drive out of her yard; and the police will not respond to her calls. Councilman Gorley advised Ms. Gwenette Little he would discuss her concerns/issues with the Chief of Police.

Old Business:
Presentation of Planned Community Programs by Greater High Hope Christian Center

Pastor Dexter Lamar of the Greater High Hope Christian Center advised serving as the pastor since 1997, and his church facility is located at 110 East Hogan Blvd. He discussed building a community safe room which would house an after school program and a Community Life Center. The storm shelter would provide shelter in case of a catastrophe from a storm or a tornado. The space would hold up to about 300 persons.

Mrs. Bell, who is the grant writer for the project, asked Council for their blessing. Gorley asked if the support was in the form of a letter of support or in funding. Bell advised a letter of support.

Motion was made by Doster and seconded by Gorley to write a letter of support for Greater High Hope Christian Center and authorize the Mayor to sign. Motion carried by a unanimous vote 7-0.

New Business:
Zoning

Request by Tri-County EMC for a Conditional Use Permit for the Installation and Operation of a Solar Energy System at 866 Oak Street. Presently zoned AG-1 [Map 062A, Parcel 059] Attachment #6F

Motion was made by Doster and seconded Walker to approve the request made by Tri-County EMC for a Conditional Use Permit for the Installation and Operation of a Solar Energy System at 866 Oak Street and authorize Mayor Rocker to sign the Resolution. Motion carried 7-0.
Proposed Resolution to Ratify the Action of the Mayor in Submitting a Letter of Interest for Participation in the EPA’s Cool and Connected Pilot Program
Attachment #6A
Motion was made by Haley and seconded by Doster to ratify the action of the Mayor in signing and submitting a letter of interest to the EPA for participation in the Cool and Connected Pilot Program and authorize the Mayor to sign letters, applications and such supporting and collateral material as shall be necessary for participation in the Pilot Program. Motion carried by a unanimous vote 7-0.

Proposed Resolution to Apply for a DOT Off-System Safety Enhancement Grant
Attachment #6B
Motion was made by Mangum and seconded by Gorley to approve the Proposed Resolution to apply for a DOT Off-System Safety Enhancement Grant and authorize Mayor Rocker to sign letters, applications and such supporting and collateral material as shall be necessary for the property application and administration of the 2016 Off-System Safety Enhancement/LMIG Grant from the Georgia Department of Transportation. Motion carried by a unanimous vote of 7-0.
Grant requires a 30% match from the City.

Proposed Resolution to Select an Engineer to Develop and Design a Community Development Block Grant Attachment #6C
Motion was made by Mangum and seconded by Doster to approve the proposed Resolution to engage Carter and Sloope Consulting Engineers for the purpose of Developing and Designing its 2016 Community Development Block Grant Project and authorize Mayor Rocker to sign applications and such supporting material as shall be necessary for the proper development and design of said project. Motion carried by a unanimous vote of 7-0.

Proposed Resolution to Select an Administrator to Plan, Develop, and Administer a Community Development Block Grant Attachment #6D
Motion was made by Mangum and seconded by Haley to adopt the proposed Resolution to engage Associates In Local Government Assistance, Inc to prepare and submit the proper application for the 2016 Community Development Block Grant offered by the Georgia Department of Community Affairs and authorize Mayor Rocker to sign applications and such supporting and collateral material as shall be necessary for the proper application for the Community Development Block Grant. Motion carried by a unanimous vote of 7-0.
Proposed Resolution to Adopt a United Healthcare Plan Attachment #6E
Motion was made by Walker and seconded by Gorley to approve the proposed Resolution to adopt the United Health Care Choice Open Access ($1000 Deductible) Plan to be effective April 1, 2016 and authorize Mayor Rocker to sign contracts, letters and other supporting documents as may be necessary to provide this coverage to City Employees. Motion carried by a unanimous vote of 7-0.
(United Healthcare Insurance Premium per employee will be $649.00 from $830.)

Committees’ Reports:

Motion was made by Walker and seconded by Doster to pay the bills if and when funds become available. Motion carried by a unanimous vote of 7-0.

Councilwoman Doster advised Council to look at the newly constructed stage in the parking lot.

Councilman Haley thanked City Marshal Veal for submitting her case report.

Councilwoman Stokes advised GMA Annual Convention will be held in Savannah, June 24th through 28th and the Women’s in History program will be held March 31 at the County Administrative Building.

City Administrator Gary Sanders submitted the following report:
Construction on the stage is well underway. The frame and roof have been installed, the floor has been poured, the front steps and brickwork are done, and the electrical should be done today. Remaining work will include sidewalk, curbing and handicapped ramp installation.

The DNR will be notifying trail grant applications of selection results next month (April).

The Municipal Gas Authority regional meeting will be held on Tuesday, March 15 in Elberton and Sanders will attend.

The next Council meeting scheduled for March 21, 2016 will return to the Commissioners’ meeting room.

GMA District 6th Spring Listing Session will be held Thursday, April 14th, at 11:00 AM at the Middle Georgia Regional Commission. Additional information will be available at a later date.

City Attorney Christopher Huskins expressed words of thanks to City Administrator Gary Sanders and Street Supervisor Joseph Hawkins for getting an additional street light put in near his home on Dogwood Lane.
Councilwoman Stokes asked that the citizens of Eatonton be kept in prayer, because of the number of deaths in the last couple of days.

Clerk Abrams reminded Mayor and Council members to file their Personal Financial Disclosure Statement with her by July 1, 2016.

There being no further business; motion was made by Walker and seconded by Doster to adjourn. Motion carried by a unanimous vote of 7-0.

Walter C. Rocker, Jr., Mayor

ATTEST:

Sarah E. Abrams, City Clerk
After Recording Return To:
Huskins Law Firm LLC
114 ½ W. Marion Street
Eatonton, GA 31024

STATE OF GEORGIA
COUNTY OF PUTNAM

QUIT CLAIM DEED

THIS DEED (hereinafter referred to as “Deed”,) is made and entered into this ___ day of ____________________________, 20_____, (hereinafter referred to as “the date hereof,”) with said date being inserted herein by Grantor at the time of its execution hereof, by and between the CITY OF EATONTON, GEORGIA, acting by and through its Mayor and Council, a municipal corporation organized and existing under the laws of the State of Georgia and located in Putnam County, Georgia, Party of the First Part, (hereinafter referred to as “Grantor,”) and the EATONTON DOWNTOWN DEVELOPMENT AUTHORITY, Party of the Second Part, (hereinafter referred to as “Grantee”) (the words “Grantor” and “Grantee” to include their successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor, is the owner of approximately 12.13 acres, located at 205 West Forrest Street, Putnam County, Eatonton, Georgia and being more particularly described in Exhibit “A” attached hereto and incorporated by this reference (hereinafter referred to as the “Property”); and

WHEREAS, the Property is under the custody and control of the CITY OF EATONTON, GEORGIA; and

WHEREAS, the Eatonton City Council at its duly called meeting on ______________________ 2016, approved the conveyance of the Property; and
NOW THEREFORE, Grantor, for and in consideration of the sum of TEN DOLLARS AND 00/100 ($10.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee any and all right, title and interest of Grantor in and to that certain tract of land more particularly described and shown in Exhibit "A", attached hereto, incorporated herein, and by this reference made a part hereof.

THIS CONVEYANCE IS MADE TO SPECIFICALLY RELEASE ANY REVERSIONARY INTEREST THE GRANTOR RETAINED IN THAT QUIT CLAIM DEED RECORDED IN DEED BOOK 851, PAGES 117-120, ON JANUARY 13, 2016, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF PUTNAM COUNTY, GA THEREBY VESTING FULL TITLE FEE SIMPLE ABSOLUTE IN GRANTEE.

TO HAVE AND TO HOLD the said real property unto Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by means or ways, have, claim or demand any right or title to said described real property or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set its hand and seal, the day and year written above.

(SIGNATURES ON NEXT PAGE)
Signed, sealed and delivered in presence of:

The City of Eatonton, Georgia (GRANTOR)

Witness

By: Walter C. Rocker, Jr., Mayor

Notary Public

Attest: Sarah Abrams, City Clerk

Eatonton Downtown Development Authority (GRANTEE)

Witness

By: Scott Reaves, Vice Chair

Notary Public

Attest: Shelagh M. Fagan
Exhibit “A”

LEGAL DESCRIPTION

A certain lot or parcel of land in the City of Eatonton, Putnam County, Georgia, starting at a common corner of Forrest Street, Rock Lane and the property herein conveyed; thence along Rock Lane south 45 degrees 16 minutes east for a distance of 774 feet; thence along Rock Lane south 35 degrees 44 minutes east for a distance of 563.3 feet; thence south 35 degrees 56 minutes west for a distance of 330.4 feet; thence north 45 degrees 15 minutes west for a distance of 1,315 feet and to Forrest Street; thence north 34 degrees 25 minutes east along the southeastern side of Forrest Street for a distance of 325 feet; thence north 40 degrees 51 minutes east along the southeastern side of Forrest Street and along the southeastern right of way line of Central of Georgia Railroad 100 feet to point of beginning, this being a part of the tract where Putnam County prison barracks is located. Reference is made to a plat of subject property recorded in Plat Book 2, Page 53, Clerk’s Office, Putnam Superior Court.
Main Street Report for City Council March 2016

Organization

Eatonton Main Street is still awaiting our designation from the Department of Community Affairs.

Eatonton Main Street will be holding a Community Outreach Meeting on Thursday April 21.

Promotion

Main Street is partnering with the Putnam County Recreation Department to partner for the Easter Egg Hunt between 10 am and 12 pm on Saturday March 26 2016.

Main Street is hosting a BBQ/Brews and Music Festival on Saturday April 23 between 10 am and 3 pm in the City Center Parking Lot. Eatonton Main Street is working with the City and Georgia Power regarding utilities.

Main Street has spoken to the Police Department regarding the closure of E. Marion Street on Friday April 22 and on the day of the event. I have spoken with Dr. Sinclair as he is the owner of two businesses and is fine with the Street closure.

I am therefore asking City Council permission to close E. Marion Street on Friday April 22 and Saturday April 23, so that I may have vendors set up for the BBQ event.

Design

The Design Committee is currently processing two facade grant applications one for 118/120 N Jefferson Ave and one for 118 W. Marion Street.

The Easter Egg Hunt flyer has been designed and are waiting on the printer.

The BBQ Festival flyer will be ready for approval by March 17.

Economic Vitality

The Golden Bird at 104 Oconee Street opened its doors on Saturday February 27.

Scrub Up at 118 W Marion Street is having a grand opening on Friday March 11 at 5pm.

Underground Treasures has set Friday April 1 as a provisional date for their grand opening. (They are currently undertaking a soft opening)

The Eatonton sign on Highway 44 is now up and the one on Highway 441 is currently under construction.

Summary

Eatonton is continuing to attract business interest. I am still working with two potential restaurant owners and the Health Inspector to bring them into downtown Eatonton.
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, recognizing Georgia Cities Week, April 17 – 23, 2016 and encouraging all citizens to support the celebration and for other purposes.

WHEREAS, City government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, City government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by City government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member Cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

THE CITY OF EATONTON DECLARES APRIL 17 – 23, 2016 AS GEORGIA CITIES WEEK. ALL CITIZENS, CITY GOVERNMENT OFFICIALS, AND EMPLOYEES ARE ENCOURAGED TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 21st day of March, 2016.

______________________________
Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:

______________________________
Clerk, City of Eatonton, Georgia
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to sign a contract extension with AMEC Foster Wheeler for consulting engineering services and for other purposes.

WHEREAS, the City of Eatonton owns and operates a natural gas distribution system that begins in Jones County and continues through the City of Eatonton to the Greene County line; and

WHEREAS, the City of Eatonton requires the services of a consulting engineer for periodic reports and other work; and

WHEREAS, the City of Eatonton wishes to provide accurate reports concerning natural gas and to receive knowledgeable and timely consulting services when needed; and

WHEREAS, the City of Eatonton engaged AMEC Foster Wheeler for consulting services in February 2014 and has had a long working relationship with its Director of Natural Gas Engineering; and

WHEREAS, the City of Eatonton wishes to extend its contract with AMEC Foster Wheeler through February 2017.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

THE MAYOR OF THE CITY OF EATONTON IS AUTHORIZED TO SIGN THE CONTRACT EXTENSION FOR NATURAL GAS CONSULTING SERVICES THROUGH FEBRUARY 2017 WITH AMEC FOSTER WHEELER AND OTHER SUPPORTING AND RELATED DOCUMENTS AS NECESSARY TO ACCOMPLISH THE GOAL OF THIS RESOLUTION.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 21st day of March, 2016.

Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:

Clerk, City of Eatonton, Georgia
March 10, 2016

Mr. Gary Sanders
City Administrator
City of Eatonton
P.O. Box 3820
Eatonton, GA 31024

Subject: Contract Extension Acknowledgement for Natural Gas Consulting Services
Eatonton, Georgia; Project No. 6151-14-0067

Dear Mr. Sanders,

As noted in our agreement with the City for Natural Gas Consulting Services, dated February 17, 2014, the term of the agreement is renewed annually on the anniversary date and continues for one year under the same Terms and Conditions. Per the agreement, the annual budget for miscellaneous additional services is $10,000. This budget was increased to $20,000 when the agreement was renewed on February 17, 2015 and subsequently increased again earlier this year from $20,000 to $30,000 due to the extensive amount of consulting services provided during 2015.

The budget for Task No. 1 Basic Services, which includes preparation of monthly gas system reports and the annual property tax return, also is automatically renewed annually on the anniversary date and continues for one year under the same Terms and Conditions. Based upon our costs for providing Task No. 1 Basic Services during the last two years and inflation, we request an increase in the monthly fee from $255 to $300. This is less that the amount that most of our other clients pay for these same services. If you are in agreement, additional budget of $3,600 (billed at $300 per month) will be allocated to Task No. 1 Basic Services to extend our services until February 17, 2017.

To indicate the City’s agreement to this, please complete the authorization section below. We appreciate the opportunity to continue to serve the City of Eatonton. If you have any questions or require additional information, please call.

Sincerely,

Amec Foster Wheeler Environment and Infrastructure, Inc.

Matt Tiller
Matt Tiller, P.E.
Project Manager

Bruce Bagnasco, P.E.
Natural Gas Director

copy: Amec Foster Wheeler File

AUTHORIZATION:

Printed Name: ______________________________

Title: ______________________________

Signature: ____________________________ Date: ______

January 31, 2014

Mr. Dan Elmore  
City Administrator  
City of Eatonton  
P. O. Box 3820  
Eatonton, GA 31024

Subject: Proposal for Natural Gas Consulting Services  
Eatonton, Georgia  
AMEC Proposal No. 14PROP0010

Dear Mr. Elmore:

AMEC Environment and Infrastructure, Inc. (AMEC) is pleased to submit this proposal to provide Natural Gas System Consulting and Operational Assistance Services. The following sections present a summary of our understanding of the scope of services, period of services, fees and authorization requirements.

GENERAL INFORMATION

The City of Eatonton, Georgia (CITY) owns and operates a natural gas distribution system serving approximately 1,800 active residential, commercial and industrial customers primarily located throughout the City of Eatonton and in surrounding, unincorporated portions of Putnam County. The system also serves customers along the CITY's supply line the runs through Jones County and the City of Gray.

The original gas system, which was constructed in the late 1950's, has been expanded over the years and now has over 130 miles of gas mains. Over the years, natural gas system operational assistance and management services have been provided to the CITY by a number of companies.

Currently, the CITY desires to obtain the services of an engineering firm in an advisory capacity to provide engineering services and consultation with regard to the operation, extension, and management of the natural gas system. AMEC recently hired Bruce M. Bagnasco, PE, who has been the CITY's natural gas engineer since 2005 and has assisted the CITY with several capital improvement projects. Mr. Bagnasco is thoroughly familiar with the natural gas distribution system and has fostered a good working relationship with CITY staff. The scope of work is based upon Mr. Bagnasco's experience with managing a similar scope of work for the CITY since 2005 and discussions with the CITY's staff.
SCOPE OF SERVICES

Task No. 1: BASIC SERVICES

AMEC will maintain a staff of engineers, technicians and administrative personnel, experienced in the design and operation of natural gas distribution systems.

AMEC will maintain membership in the American Public Gas Association; will maintain subscriptions to major trade periodicals; and will review publications to remain advised on general developments in the natural gas industry.

AMEC will maintain cognizance of changes in Parts 191 and 192 of CFR 49, the Federal Pipeline Safety Regulations, and will inform the CITY as to any new requirements caused by such changes.

AMEC will become familiar with the CITY’s natural gas distribution system and provide professional services, advice, and consultation to the CITY with regard to the expansion, operation and maintenance of the natural gas distribution system. Such advice and consultation shall be based on information provided by the CITY to AMEC in the form of reports, maps, correspondence, and verbal descriptions. AMEC’s efforts under this section will require three (3) professional man-hours or less per month.

As a part of the basic services, AMEC will retain not less than five years of written information provided by the CITY in AMEC’s office and use such information to assist the CITY in the following areas:

A. AMEC will maintain a record of monthly gas purchases and gas sales, as experienced by the CITY and reported to AMEC on standard forms provided by AMEC. Based on these records, AMEC will use the information provided by the CITY to produce monthly statistical summary reports on gas costs, gas sales by customer categories, average use, and "lost & unaccounted for gas".

B. AMEC will be available to the CITY for consultation and general advice on an as needed and requested basis (Miscellaneous Additional Services).

C. AMEC will assist the CITY in completing the following annual reports:
   - U.S. Dept. of Transportation Annual Report, Form No. PHMSA F 7100.1-1.
   - Georgia Department of Revenue, Ad Valorem tax return
Task No. 2: MISCELLANEOUS ADDITIONAL SERVICES

For projects and consulting assignments which are beyond the scope of the Basic Services as described in Task No. 1, AMEC will, upon the specific request of the CITY, provide consulting services on a time & material basis as a Miscellaneous Additional Service.

For major projects and consulting assignments where the estimated construction cost exceeds $200,000 and the scope of work to be performed can be well defined, it is anticipated that project specific agreements will be negotiated between the CITY and AMEC.

PERIOD OF SERVICES AND SCHEDULE

The scope of services shall remain in effect for a period of one (1) year from the date of the Services Agreement. After the initial one year period, the Services Agreement will automatically be renewed on each anniversary date for a period of one (1) year unless either party provides written notice of termination not less than seven (7) days prior to the annual renewal date.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

AMEC can commence the services outlined herein within one week of receipt of written authorization to proceed (as described below).

ESTIMATE OF FEES

AMEC proposes to perform the services outlined herein as follows:

Task No. 1 Basic Services.

For Basic Services rendered under Task No. 1, the CITY will pay AMEC a monthly lump sum fee of $255 for the first full year of service (Annual Fee: $3,060). For subsequent years, the monthly fee shall be adjusted in direct proportion to changes in the National Consumer Price Index, so as to reflect the effects of inflation. The U.S. City Average consumer price index for December 2013 is 233.049.
Task No. 2 Miscellaneous Additional Services.

For Assignments rendered under Task No. 2, the CITY will pay AMEC on a time and material basis for services rendered, plus the actual costs of all reimbursable expenses incurred in connection with such services.

AMEC will provide miscellaneous additional services on a time and materials basis in accordance with the attached fee schedule, as needed when requested by the CITY. The extent of effort on our part cannot be predicted at this time. We request that a budget of $10,000 be established for miscellaneous additional services, inclusive of labor and expenses. AMEC will not exceed this budget without prior authorization.

Vehicle expense is computed by multiplying actual miles traveled times the prevailing government mileage rate. The services of specialty subcontractors required in connection with the AMEC's services will be billed to the CITY at actual cost plus ten (10%) percent.

AUTHORIZATION

AMEC will provide the services described herein in accordance with the attached standard terms and conditions. To authorize us to proceed, please provide an executed copy of the attached Time-and-Materials Services Agreement, which incorporates this proposal by reference.

AMEC appreciates the opportunity to be of service to the City of Eatonton. If you have any questions or require any additional information, please contact us at 404-817-0321.

Sincerely,

AMEC Environment & Infrastructure, Inc.

Thomas Bucci
Vice President

Bruce Bagnasco, P.E.
Director of Natural Gas Engineering

Attachments: AMEC Environment & Infrastructure, Inc. 2014 Fee Schedule
AMEC Environment & Infrastructure, Inc. Standard Time-and-Materials Services Agreement
2014 FEE SCHEDULE
AMEC Environment & Infrastructure, Inc.
Atlanta Engineering and Design Center

This Fee Schedule will apply during performance of engineering, architecture, planning and consulting services for 14PROP0010 through 2014.

PERSONNEL LABOR CHARGES

Professional Personnel

Charges will be made at the following rates for engineers, architects, etc. for time spent in planning, plan review, engineering, design, consultation, meetings, field inspection and evaluation, direct project administration, travel time, report preparation and review, etc.

<table>
<thead>
<tr>
<th>General Description</th>
<th>$ Per Hour</th>
</tr>
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<tbody>
<tr>
<td>Staff Engineer/Architect/Planner/Landscape Architect</td>
<td>85.00</td>
</tr>
<tr>
<td>Project Planner/Landscape Architect</td>
<td>90.00</td>
</tr>
<tr>
<td>Project Engineer/Architect</td>
<td>105.00</td>
</tr>
<tr>
<td>Senior Planner/Landscape Architect</td>
<td>110.00</td>
</tr>
<tr>
<td>Senior Engineer/Architect/Land Surveyor</td>
<td>135.00</td>
</tr>
<tr>
<td>Project Manager-Natural Gas Senior Engineer</td>
<td>155.00</td>
</tr>
<tr>
<td>Principal Planner/Landscape Architect</td>
<td>165.00</td>
</tr>
<tr>
<td>Principal Engineer/Architect</td>
<td>180.00</td>
</tr>
</tbody>
</table>

Support Personnel

Charges will be made at the following rates for basic support services for time spent in portal-to-portal travel, conducting field surveys, testing and inspections, CAD, project administration, word processor services, and other direct expenses.

<table>
<thead>
<tr>
<th>$ Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technician, Const. Materials Testing</td>
</tr>
<tr>
<td>Principal Technician, Const. Materials Testing</td>
</tr>
<tr>
<td>Administrator/Word Processor</td>
</tr>
<tr>
<td>GIS Technician</td>
</tr>
<tr>
<td>Two-Person Survey Crew, with equipment</td>
</tr>
<tr>
<td>Two-Person Survey Crew, with equipment</td>
</tr>
</tbody>
</table>
**Direct Expenses**

Direct non-salary expenses incurred and identified to the project and not applicable to general overhead will be invoiced at our cost times 1.1. Examples of direct expenses are project related travel, copy/publication services performed outside AMEC facilities, and rented equipment.

Travel using personal vehicles will be charged at the government mileage reimbursement rate multiplied by 1.0.

**Subcontractors**

Subcontracted services outside the AMEC companies will be invoiced to the project at our cost multiplied by 1.1. Subcontract services internal to the AMEC companies will be invoiced at our cost with no markup.
SERVICES AGREEMENT
Time-and-Materials

THIS AGREEMENT (hereinafter referred to as the “Agreement”), effective the 17th day of Feb., 2014, is made by and between AMEC Environment & Infrastructure, Inc. (AMEC), a Nevada corporation, with an address at 328 Plasters Avenue, Atlanta, GA 30324 (hereinafter referred to as “AMEC”) and the City of Eatonton, Georgia, a municipality corporation, with an address at 201 N. Jefferson Avenue, Eatonton, GA 31024 (hereinafter referred to as “CLIENT”).

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SERVICES: AMEC will perform for CLIENT services (hereinafter referred to as “Services”) as described in Exhibit 1, Proposal No. 14PROP0010 dated January 31, 2014, which is attached to and made a part of this Agreement. CLIENT acknowledges that the Services do not include the review of public disclosure documents or preparing consents for regulatory filing purposes. If CLIENT requests such consents from AMEC, CLIENT acknowledges that it will be at CLIENT’s cost, and CLIENT shall allow sufficient time for AMEC to perform the necessary review required for completing the consents.

2. COMPENSATION: AMEC will be compensated for its Services on a time-and-materials basis. AMEC shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth in Exhibit 1, Proposal. Should the total cost of AMEC’s performance be greater than the estimated amount shown in Exhibit 1, AMEC will notify CLIENT and provide a revised estimate for CLIENT’s approval. In such event, continued performance is subject to additional funding as mutually agreed. In addition to the amount shown in Exhibit 1, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Invoices will be submitted at least monthly for Services rendered. Terms of payment are not thirty (30) days from date of Invoice with a one and one-half percent (1.5%) per month late fees on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorney’s fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT.

Payment will be made to AMEC at:

Remittance Address:
AMEC Environment & Infrastructure, Inc.
24376 Network Place
Chicago, IL 60673-1376

CLIENT’s payment shall represent CLIENT’s acceptance of the Services invoiced by AMEC. Upon CLIENT’s failure to make payment in accordance with the terms hereof, AMEC may suspend performance of Services under this Agreement until AMEC has been paid in full for all balances past due including applicable service charges.

3. STANDARD OF CARE: AMEC will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of AMEC’s profession currently practicing in the same locality under similar conditions.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

4. INDEPENDENT CONTRACTOR: AMEC shall be fully independent and shall not act as an agent or employee of CLIENT. AMEC shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

5. INSURANCE: AMEC currently carries Worker’s Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages.

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Further, if AMEC believes any subsurface or physical condition at or contiguous to the site is of an unusual nature and differs materially from conditions generally encountered or generally recognized as inherent in the character of Services provided in this Agreement, a change exists. If any such change causes an increase or decrease in AMEC’s cost of, or the time required for, the performance of any part of the Services, a mutually acceptable equitable adjustment shall be made to the price and performance schedule of this Agreement.

7. FORCE MAJEURE: Should performance of Services by AMEC be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by AMEC; fires; floods; labor disturbances; and unusually severe weather. AMEC will be granted a time extension and the parties will negotiate an equitable adjustment to the price of this Agreement, where appropriate, based upon the effect of the Force Majeure on performance by AMEC.
8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to AMEC by the
CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that
AMEC may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object
code, field notes and work product (or copies thereof) in any form prepared or furnished by AMEC under this Agreement are
instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AMEC. CLIENT's right
of use of Instruments of service, if any, is limited to that use specified in Exhibit 1. The instruments of service are not intended or
represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide AMEC all available material, data, and information pertaining
to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any
material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or
otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the
status of any filed or pending judicial or administrative action concerning the site; (ii) convey and discuss such materials, data,
and information with AMEC; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save AMEC harmless from and against any liability, claim, judgment, demand, or cause of
action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its
employees, contractors, or agents; (iii) any allegation that AMEC is the owner or operator of a site, or arranged for the treatment,
transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to
any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for
CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless AMEC from and
against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such
contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by AMEC for the successful and timely
completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required; (ii) provide an
adequate area for AMEC's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and
utilities releases necessary for the Services; (iv) approve all locations for digging and drilling operations; and (v) obtain all permiss
and licenses which are necessary and required to be taken out in CLIENT's name for the Services.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has title, free of any claim or encumbrance by others, to the
materials and sites with respect to which CLIENT may request Services. Title and risk of loss with respect to all materials shall remain
with CLIENT, who shall be considered the generator of such materials, and CLIENT shall execute all manifests as the
generator of such materials. CLIENT, as generator, shall be liable for the arrangement, transportation, treatment, and/or
disposal of all material at any site at which Services are requested.

12. LIMITATION OF LIABILITY: As part of the consideration AMEC requires for provision of the Services indicated herein,
CLIENT agrees that any claim for damages filed against AMEC by CLIENT or any contractor or subcontractor hired directly
or indirectly by CLIENT will be filed solely against AMEC or its successors or assigns and that no individual person shall be
made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of AMEC's standard of care hereunder shall be to require AMEC to
re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers,
directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this
Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to AMEC for the Services or
$50,000, whichever is less. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after
substantial completion of the Services.

AMEC and CLIENT shall not be responsible to each other for any special, incidental, indirect, or consequential damages
(including lost profits) incurred by either AMEC or CLIENT or for which either party may be liable to any third party, which
damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

13. ASSIGNMENT AND SUBCONTRACTING: This Agreement does not create any right or benefit in anyone other than
CLIENT and AMEC and shall not be assigned by either party without the prior written approval of the other party. AMEC may,
however, subcontract portions of the Services to a qualified subcontractor without prior approval of CLIENT.

14. PROBABLE COST: AMEC does not guarantee the accuracy of probable costs for engineering services. Such probable
costs represent only AMEC judgment as a professional and, if furnished, only for CLIENT's general guidance.

15. TERMINATION: AMEC may terminate this Agreement if CLIENT becomes insolvent, enters bankruptcy, receivership or
other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. Either party may terminate
this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the other party. CLIENT shall
compensate AMEC for all Services performed hereunder through the date of termination and all reasonable costs and expenses
incurred by AMEC in effecting the termination, including non-cancelable commitments and demobilization costs.

16. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application,
enforcement, or performance of Services under this Agreement, AMEC and CLIENT agree first to try in good faith to settle the
dispute by negotiations between senior management of AMEC and CLIENT. If such negotiations are unsuccessful, AMEC and

US-3 T&M Rev. 04-13
Time & Materials Agreement

Page 2 of 3
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia, to authorize the Mayor to sign an EA Mobile System Contract with Elster Solutions, LLC and for other purposes.

WHEREAS, the City of Eatonton acquired and installed a mobile utility meter reading system from Elster Solutions, LLC in 2008 to achieve efficient and accurate gas meter readings; and

WHEREAS, due to the system’s age and certain technological advancements, it has become necessary to upgrade the functionality and compatibility of the City’s mobile utility meter reading components; and

WHEREAS, Elster Solutions, LLC has presented a proposal to the City to make such enhancements and the City finds the terms to be acceptable; and

WHEREAS, the system upgrade project was identified and is included in the CFY 2016 budget.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Eatonton, Georgia, that:

THE MAYOR OF THE CITY OF EATONTON IS AUTHORIZED TO SIGN THE EA MOBILE SYSTEM CONTRACT WITH ELSTER SOLUTIONS, LLC AND OTHER SUPPORTING AND RELATED DOCUMENTS AS NECESSARY TO ACCOMPLISH THE GOAL OF THIS RESOLUTION.

APPROVED AND ADOPTED by the Council of the City of Eatonton, Georgia on this 21st day of March, 2016.

Walter C. Rocker, Jr., Mayor
City of Eatonton, Georgia

ATTEST:

Clerk, City of Eatonton, Georgia
STATEMENT OF WORK

This Statement of Work (SOW) defines the work to be completed by Elster and City of Eatonton for the successful implementation of an Elster EA_Mobile system. This document defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required to achieve the desired outcome, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks. By their authorized signature below, both parties agree to this SOW and its content.

1 SCOPE OF WORK

This mobile data collection system project includes:

- Program Delivery Services training as described herein.

The EA_Mobile hardware and Route Manager Software used to operate the system will be installed in City of Eatonton offices at 201 N. Jefferson Avenue, Eatonton, GA 31024.

- All other hardware will be deployed within City of Eatonton territory.

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

2 PROJECT ORGANIZATION

A utility’s AMR project involves much more than deploying the EA_Mobile system. To take advantage of the benefits that the EA_Mobile system offers, other utility systems and work flows are impacted and these impacts need to be managed by City of Eatonton. A successful project requires customer participation throughout the project. Elster will rely on City of Eatonton to provide overall guidance and coordination among their other vendors as needed.

2.1 Customer Responsibilities

Prior to the start of the project, City of Eatonton will designate a person ("City of Eatonton Project Manager") to whom all communications from Elster will be addressed, and who will have the authority to act on City of Eatonton’s behalf in all matters regarding this SOW.

City of Eatonton Project Manager will:

a) Serve as the interface between Elster’s project team and all of City of Eatonton’s departments and other City of Eatonton contractors participating in the AMR project
b) Attend status meetings
c) Obtain and provide applicable information, data, consents, decisions and approvals as required by Elster to complete our responsibilities, within three business days of Elster’s request (or in a timeframe agreed to)d) Help resolve project issues, and escalate issues within City of Eatonton’s organization, as necessary
e) Work with Elster Sales to complete meter and programming forms in timely manner to facilitate hardware ordering process; andf) Support the Project Change Order Procedure in a timely manner.

2.2 Elster Responsibilities

Elster Project Manager will:
a) Serve as the interface between Elster’s project team and City of Eatonton’s Project Manager
b) Review the SOW, and any associated documents, with City of Eatonton’s Project Manager
c) Facilitate the project kickoff and planning meeting
d) Establish and maintain communications through City of Eatonton’s Project Manager, as defined in the section entitled “Project Procedures” below
e) Review and administer the Project Change Order Procedure with City of Eatonton’s Project Manager, as defined in the section “Project Procedures below”
f) Coordinate and manage the project activities of Elster’s assigned personnel
g) Provide status reports and facilitate status meetings as agreed

Elster work is performed both on-site and remotely. Typically, Elster personnel will be on-site for the project planning/kickoff meeting, for EA_Mobile and Route Manager training, and as mutually agreed to with utility. All other travel to the site requested by the utility is outside the scope of this SOW.

2.3 Stages of a typical Project

A typical AMR project includes four stages. Below the activities that may be included in City of Eatonton’s AMR project. Specific activities, the timing of the activities and the responsibility for the activities will vary.

1) Initial Engagement: Ramp up to initial deployment
   a) Contract Signing
   b) Project Planning
   c) Ordering of hardware
   d) Discuss scope of integration efforts

2) Deployment
   a) Installation of EA_Mobile and Route Manager
   b) EA_Mobile and Route Manager User Training
   c) Handheld/EA_Installer Training
   d) Deployment of Meters
   e) Troubleshooting

3) Closure of Project Services
   a) Upon completion of all defined activities and deliverables in this scope of work, Elster shall have met all Project Services obligations within the scope for this Statement of Work.
   b) Release of Elster Project Services

4) Continued Deployment: no new activities.
   a) More meters deployed

2.4 Elster’s Project Deployment

The System Maintenance Agreement (SMA) will become effective after EA_Mobile and Route Manager training. At that point City of Eatonton will use the Elster Support team for system maintenance, technical support and issue resolution. The Elster Support team will escalate issues as necessary within the Elster organization. Please refer to the SMA for details.

Elster’s pricing includes active management of the project by an Elster Project Manager for two (2) months. The Project Manager and their team are highly involved in coordinating efforts for task completion and mitigation during this time. Upon completion of all defined activities and deliverables in this scope of work, Elster shall have met all Project Services obligations within the scope for this Statement of Work and Elster Project Services are released.

During the Continued Deployment stage, some of the current activities continue but no new activities are introduced.
If City of Eatonton desires to have the project actively managed throughout the Continued Deployment, this can be provided via a Change Order. Please refer to the professional service rate schedule in the System Maintenance Agreement.

3 PROJECT PROCEDURES

Project procedures describe communications, interface requirements, and means to control the activities between City of Eatonton and the Elster project team. Elster has established best practices for project deployment and will communicate those with City of Eatonton during the project planning meeting. The project procedures used to manage the project will be mutually agreed to.

3.1 Project Scheduling

Project schedules are developed and used by the Elster Project Manager and team to plan and control execution of the Elster project scope of work.

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

3.2 Change Order Procedures

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

The new scope and impact on cost and schedule, if any, will be agreed to and documented via a Change Order. Changes to the scope requirements will be priced per the unit pricing in the General Agreement, if applicable, or otherwise on request from Elster.

3.3 Project Review Meetings

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

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

3.4 Transmittal Reviews

City of Eatonton and Elster will review all submitted transmittals within three (3) business days of submittal. Comments will be formally transmitted by the receiving party to the other party’s Project Manager. If no discrepancies are indicated, the document is assumed to be correct and approved. If errors, omissions, or format discrepancies exist, comments indicating the nature of these will be transmitted by the receiving party to other team’s Project Manager.

4 PROJECT SERVICE DELIVERABLES AND RESPONSIBILITIES

This section is intended to provide clarity on the expected tasks required and the interdependencies among all parties. The responsible party for each task is indicated in the section entitled “Responsibility Matrix.”
4.1 **Project Planning Meeting**

Elster will provide one (1) day on-site by Elster Project Manager to assist in refining the scope of work. Topics typically include:

- Project Management Activities - deliverables, ordering, invoicing, meetings, reports and communications
- IT Infrastructure - EA_Mobile, Route Manager, backup
- Subcontractor discussions, if applicable
- IT integration planning
- Field Installation
- Meter Configurations
- Training
- Project Schedule

City of Eatonton will have the appropriate personnel participate to support the project planning effort. This includes participation by City of Eatonton project manager, Metering and Field Customer Services, Meter Reading, Billing, Customer Service, Technology Services and IT personnel.

Failure to mutually agree on a final schedule, milestones, deliverables, or element site locations during the planning stage will be grounds to terminate this Contract per the provisions in the General Agreement.

**Elster Deliverables**

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

b) Project communications plan describing the meetings, documentation, and points of contacts.

c) Approval of server hardware specifications to be purchased by City of Eatonton.

4.2 **First Article Testing**

If City of Eatonton requires First Article Testing, City of Eatonton shall perform the tests and notify Elster of their intent to perform such testing prior to determining the project schedule.

4.3 **Route Manager Software Installation and Verification**

Elster will install and configure the Route Manager software. As part of this installation effort, Elster personnel will work with City of Eatonton personnel to perform an operational checkout of the system.

If City of Eatonton’s IT practices require re-installation and reconfiguration of the Route Manager Software, the additional time will be billed on a time and material basis.

**Elster Deliverable**

a) Completed Audit Checklist indicating Route Manager is operational

4.4 **Integration with CIS and Other Utility Systems**

No integrations are part of this SOW

**Elster Deliverable**
a) None

4.5 Installation of Field Devices

Unless otherwise noted here and detailed in the Installation Appendix, City of Eatonton is responsible for the installation of all field devices.

4.6 IT Infrastructure

City of Eatonton will provide:

a) Facilities suitable for Route Manager server hardware, including proper environmental conditioning, power back up and surge protection
b) Physical installation of server hardware and operating system
c) Integration to utility enterprise systems and IP connections
d) Backup and other required support processes
e) Maintenance of Route Manager Server and operating system including all hardware and software support other than the Route Manager software support as provided by Elster per the SMA.

Elster Deliverable

None

4.7 Training Facilities

City of Eatonton will provide suitable facilities for the EA_Mobile, Handheld and Route Manager training.

Elster Deliverable

None

4.8 Training

EA_Mobile, Route Manager, and Handheld Training

Elster will provide 2 days of on-site training to City of Eatonton personnel on initial system hardware, EA Mobile, and Route Manager. Elster has developed a standard curriculum for training.

Topics include:

- Route Manager system administration and configuration
- EA_Mobile user interfaces and functionality
- Hand Held Functionality

4.9 Transition from Deployment Phase to Production

Meter reading for purposes of billing will be handled by the existing City of Eatonton meter reading processes until the deployed EA_Mobile system is substantially under way and suitable systems integration is in place to process files and data from the system.

5 RESPONSIBILITY MATRIX

“P” indicates primary responsibility / “S” indicates supporting responsibility
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Responsibility</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Elster</td>
<td>City of Eatonton</td>
</tr>
<tr>
<td>1 Project Planning Meeting</td>
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<tr>
<td>2 Route Manager Software Installation and Verification</td>
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<td>S</td>
</tr>
<tr>
<td>3 Integration with Billing and other Utility Systems</td>
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</tr>
<tr>
<td>4 Installation of Field Devices</td>
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<tr>
<td>Meters/ EA_Modules</td>
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<td>5 IT Infrastructure</td>
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<tr>
<td>6 Training Facilities</td>
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<tr>
<td>7 On-Site System Training</td>
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<tr>
<td>8 Transition to Production</td>
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</tr>
<tr>
<td>9 Standard Documentation for Elster Hardware and Software</td>
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<td></td>
</tr>
<tr>
<td>10 Approve Server Specifications for Elster Applications</td>
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</table>

THE PARTIES INTENDING TO BE LEGALLY BOUND HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS STATEMENT OF WORK EFFECTIVE AS OF THE "EFFECTIVE DATE" ESTABLISHED IN THE GENERAL AGREEMENT.

City of Eatonton

By ____________________________  By ____________________________
Printed name ____________________________  Printed name ____________________________
Title ____________________________  Title ____________________________
Date ____________________________  Date ____________________________

ELSTER SOLUTIONS, LLC

Error! No text of specified style in document. – Statement of Work
Elster EnergyAxis™ Advanced Metering Infrastructure

Elster Pricing Summary for Eatonton, GA

### Hardware

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<th>Description</th>
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<th>Unit Price</th>
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<td>EA Installer Handheld (RADIX with SCANNER)</td>
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<td><strong>Price Adder for AMI System Hardware</strong></td>
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<td><strong>All hardware 2.0%</strong></td>
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### Software

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### Program Delivery Services

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<td>$13,400.00</td>
<td><strong>$13,400</strong></td>
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<tr>
<td></td>
<td>Project Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>EA_Mobile / RM Setup and Installation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Field Services Support / Training / Logistics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Est. Travel &amp; Living Expenses</td>
<td>1</td>
<td>$2,500.00</td>
<td><strong>$2,500</strong></td>
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<tr>
<td></td>
<td><strong>Subtotal - Project Delivery Services</strong></td>
<td></td>
<td></td>
<td><strong>$15,900</strong></td>
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</tbody>
</table>

**Total - Hardware, Software, and Program Delivery Services **

|                  |                                               |     |            | **$40,300**|

### System Maintenance

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext.Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Annual System Maintenance Fee (Elster SMA): 9x5 Support</td>
<td>1</td>
<td>$2,000.00</td>
<td><strong>$2,000</strong></td>
</tr>
<tr>
<td>9</td>
<td>Annual Equipment Maintenance Fee: EA Installer Handheld</td>
<td>1</td>
<td>$895.00</td>
<td><strong>$895</strong></td>
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<tr>
<td>10</td>
<td>Annual Equipment Maintenance Fee: TRACE CMMI / EA Mobile 1.5 Interrogator</td>
<td>1</td>
<td>$1,795.00</td>
<td><strong>$1,795</strong></td>
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<tr>
<td></td>
<td><strong>Total - System Maintenance Fees</strong></td>
<td></td>
<td></td>
<td><strong>$4,690</strong></td>
</tr>
</tbody>
</table>

### Pricing Notes and Assumptions

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

**Sales Tax:** Pricing for proposed hardware, software, and services does not include sales tax.
**INCOTERMS:** Hardware pricing is FOB Origin, freight prepaid. FOB Destination, freight prepaid is available at a 2% adder.

**Warranty:** Pricing assumes 12 month warranty for all Elster-manufactured meters, modules, and network hardware.

**Program Delivery Services:**
-- Pricing for Elster Project Delivery Services assumes 2 month customer engagement period.
-- Services not defined by a mutually agreed Project Plan or Statement of Work (SOW) will be billed on a Time and Materials basis.
-- Overruns due to delays or issues caused by utility will be billed on a Time & Materials basis.

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>List Price</th>
<th>Discount Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>EA Mobile: AMI/AMR Endpoints (0 - 2,500)</td>
<td>$10,000.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Total</td>
<td>$10,000.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Annual System Maintenance Fee (Elster SMA): 9x5 Support</td>
<td>$2,000.00</td>
<td></td>
</tr>
</tbody>
</table>