

NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

MONDAY, APRIL 6, 2020

6:00 P.M.

CITY COUNCIL MEMBERS

Zachary Svette, Ward 1,
John Baryak, Ward 2
Lyle Waddell, Ward 3
Sandra Breymaier, Ward 4
Tarry Alberini, At-Large

MAYOR

Kenneth A. Kline

CITY MANAGER

David M. Lynch

LAW DIRECTOR

A. Joseph Fritz

CITY CLERK

Kathleen M. King

1. Call to Order
2. Pledge of Allegiance/Silent Prayer
3. Roll Call
4. Special presentations by staff members or invited consultants
5. Public Comments (limited to those items as identified on the agenda)
6. Reports
 - Mayor
 - Council Members
 - Finance Director
 - Law Director
 - City Manager

Changes to tonight's agenda

7. Approval of Previous Minutes

March 16, 2020 - Regular Meeting

8. Public Hearings:

1. Ord. 2020-10: Authorizing the City Manager to enter into a contract with Gardiner for an AMI project

9. Unfinished Business:

1. Ord. 2020-08: Amending Codified Ord, Chapter 121 in reference to delivery of agenda and documentation. (TABLED 3-16-2020)
2. Ord. 2020-10: Authorizing the City Manager to enter into a contract with Gardiner for an AMI project

10. New Business:

1. Ord. 2020-11: Authorizing the transfer of funds from Treasury Investment to General Fund for Coronavirus related expenses.
2. Res. 13-2020: Authorizing action to accept the NOPEC Energized Community grant.
3. Res. 14-2020: Declaring a State of Emergency.
4. Motion to acknowledge a waiver of conflict of interest.
5. Motion to authorize the City Manager to give a 30% discount on commercial water and electric customers for one month of utility bills.

11. Public Comments:

12. Closing Remarks: Mayor, City Manager and Council

13. Motion to Recess into Executive Session (if necessary)

Move into executive session, by majority vote, for any of the following reasons with a motion and second.

1. Personnel Matters: To consider one or more, as applicable, of the marked items
 - Appointment
 - Employment
 - Dismissal
 - Discipline
 - Promotion
 - Demotion
 - Compensation
 - Investigation of charges/complaints (unless a public hearing is requested)
2. Purchase or Sale of Property
3. Pending or Imminent Court Action
4. Collective Bargaining Matters
5. Matters Required to be Kept Confidential
6. Security Matters (National Security)
7. Hospital Trade Secrets
8. Confidential Business Information of an Applicant for Economic Development Assistance
9. Veterans Service Commission Applications

14. Adjourn:

Newton Falls City Council met in Regular session on Monday, March 16, 2020 at 6:00 p.m. in Council Chambers. Mayor Kline, called the meeting to order following the Pledge of Allegiance. Prayer was given by Pastor Scott Rowe, Newton Falls Church of the Nazarene.

ALSO, PRESENT:

David M. Lynch, City Manager; Joe Fritz, Law Director; Kathleen M. King, City Clerk; Gene Fixler, Police Chief.

ROLL CALL:

Waddell, Breymaier, Baryak, Svette, Alberini.

ABSENT:

SPECIAL PRESENTATIONS BY STAFF MEMBERS OR INVITED CONSULTANTS:

Svette made a motion seconded by Waddell to suspend Council rules.

ROLL CALL: Breymaier aye, Baryak aye, Svette aye, Alberini aye, Waddell aye.
MOTION PASSED 5 – 0

Mr. Lynch explained that we were assembling all assets to make sure of our safety and the safety of the citizens. We were working with and following all state and federal recommendations. He introduced the City Coronavirus Task Force here tonight consisting of School Superintendent Paul Woodard, District Fire Chief Doug Theobald, Police Chief Gene Fixler.

School Superintendent Mr. Woodard started by thanking everyone who help put food boxes together and helped hand them out. They handed out approximately 500 boxes. The school is shut for three weeks per the governor and students have some assignments to do either on line or on paper.

Fire Chief Doug Theobald noted that the information changes hour by hour. Currently we have 50 confirmed cases in Ohio, and this is a manageable situation as long as we follow the recommendations of the CDC and Ohio Department of Health. Most importantly if your sick stay home, wash your hands often, don't touch your face, disinfect your house, eat well and get plenty of rest to maintain your immune system.

Police Chief Gene Fixler said we are facing the unknown but will continue to follow the guidelines and advice. We are in compliance with Governor DeWine recommendations to close the bars and restaurants. The Police Department will respond to calls as necessary. If you have a non-essential call, please contact the Trumbull County Dispatch and the Police Department will call you back. When calling for an officer please give details on why your calling, so the officer knows when he gets there.

City Manager David Lynch noted that Judge Vigorito was going to be here to make presentation by was unable to due to a medical emergency. The Court is looking at procedures to reduce traffic in the court house.

Mr. Lynch noted that the City will not be accepting utility payments in person. We are waiving on line and phone fees. In addition we are waiving any late fee and there will be no shutoffs during the month of March. For the Month of March consumption on residential customers only there will be a 30% decrease on electric and water. This will be for the City and Township customers.

Our Zoning Office is closed to the public. You can call or send an email to contact the office.

City Council is allowing the public to participate in this meeting remotely. We have contacted the Ohio Attorney General about remote access and the only exception is that media is allowed to be here physically. How this will be applied in the future will be discussed with the task force. And as of today the President has indicated groups of 10 or more should not convene.

We had this building sprayed on Sunday and are discouraging people from coming to the building, but you are not prohibited. We will do what we can in the meantime to keep people safe.

Mr. Lynch said he held a conference today with representatives of Shop n Save and IGA and both indicated the food supply chain is intact and they do not anticipate any interruption. He also had a conference today with hotel operators in the area and they are staying open but not serving breakfast.

Lastly, we have published on our Facebook page a list of all restaurants/bars with phone numbers to patronize.

After a brief discussion Zvette made a motion seconded by Waddell to reinstate Council Rules.

ROLL CALL: Baryak aye, Svette aye, Alberini aye, Waddell aye, Breymaier aye.
MOTION PASSED 5 – 0

PUBLIC COMMENTS:

Catie Karl, 128 West Quarry discussed Ordinance 2020-10 in reference to remote utility meters. She asked if this would be any additional cost or surcharge to residents and she asked if you had to have a smart phone to see your usage.

Brian Kropp, Newton Falls X said he had to fight and claw his way into the building because the doors were locked. Mr. Kropp commented on the agenda items dealing with the agenda. Currently the agenda is out by noon on Saturday and it is actually impossible to get on the agenda to discuss an agenda item because you have no idea by the deadline what will be on the agenda.

REPORTS :

Kline:

- Reiterated what the City Manager said and asked people to order carry out from our businesses to support them during this time.
- Thanked Mr. Woodard and the school for what they have done to help the citizens in our community.
- Met today with the welcome basket committee. We are close to being done and they anticipate starting the program delivery at the end of April.
- Through the years Newton Falls has dealt with a lot of situations. This is a community he is proud of and we need to bind together now. He would rather over do then under do. He said we would be responsible but not fearful. This shall pass, if we stay together, we will be stronger.

Breymaier:

- The Park & Recreation meeting is scheduled for March 31st. This may be cancelled please call before you come up for the meeting.

Waddell:

- At the last meeting he mentioned that he and several others went to the school to read books. He received an envelope from the class with hand written thank you cards from the students.
- Attended a meeting with OML.
- Scheduled a meeting with the Director of Government and Corporate Affairs and the Ohio Sales Director on economic development.
- Attended a fiber meeting with the consultants.
- He and Mr. Alberini were invited and attended a dinner with the Portage County Engineer.
- Attended the last course last week at Ohio University to become a certified economic development planner. Expects to be able to get the certification early 2021
- TeamNeo has been shut down and is working remotely. We rely on them to help bring businesses in however they have indicated they will stay on recruitment and continue to help.
- Fok Engineering completed their estimate on the sewer line for Harding Avenue.
- Continuing to work on water issues in the Third Ward.
- Paving this year will include the east end of Mayhill.
- Youngstown Regional Chamber has suspended its Annual meeting.

Svette:

- Received two pieces of mail at his residence from the U.S. Census. It is vitally important to Newton Falls and Trumbull County that you fill out the information. This information is how we qualify to receive money.

Alberini:

- Was humbled and excited to receive the invitation from Lordstown Motors for their recent event. This speaks volumes of the networking we are doing here in Newton Falls.
- He was sent a snippet from on line about people interested on seeing what we have done on economic development. He has no issue showing what we have done. He asked that in the future we have a meeting showing everybody what we have been working on.

FINANCE DIRECTOR: No report

LAW DIRECTOR:

Addressed some issues on the agenda under new business. Council can make any changes they want. He explained how the procedure is provided so that everybody has input and can act on the ordinances. We have by charter two readings. The purpose of the Saturday deadline to deliver packets is so all Council members get the information at the same time. The citizenry can get that at the first reading. The reason we have two readings of our ordinances by Ohio law is because it gives the citizenry fourteen days to prepare and give their opinion before the second reading. Also after the second reading there is a thirty-day time period before the law goes into effect because it gives citizenry time to take some court legal action should they wish.

By changing the dates, all your doing is moving the dates. You're not changing any ability for anybody to get on the first agenda. What will happen is if staff can't get the information verified, or information researched, there will be some instances we will not be able to get the legislation done in 24 hours. We may not be able to get something you want on the agenda.

Baryak asked about the 30% reduction in rates and where the City Manager was given in the charter that he has the right and sole discretion.

Attorney Fritz stated as it stands now it is not a rate change. It is a modification for one month. The charter gives Council the orders to make a decision on a rate change. It is an administrative decision right or wrong. Council can by motion and majority vote modify his decision. In addition there are may items that are brought before Council that are done so that you have the information but are not necessary to be brought in front of Council. Mr. Lynch has been very transparent and bringing things in front of Council.

Baryak said he thought to the public transparency was the most important thing. There have been a lot of times he felt we passed things under emergency legislation and asked the Law Director if he agreed. Attorney Fritz said he did not agree.

Alberini stated that basically what Mr. Baryak was saying was if we wanted to nullify that 30% decrease to the citizens, he would have to sponsor a motion doing so. Attorney Fritz said that would be appropriate if passed with the required votes. Baryak said he was not against the 30% for the residents but asked about the commercial businesses.

Baryak also commented on the opinion from Mr. Yost which addressed the unique situation we are in. Now is not the time to enact legislation unrelated to the instant emergency that is better reserved for the normal operations of the government (to pass a new tax or enact a new

regulatory scheme). He said he understands but is willing tonight to withdraw his motion because it can hold for a few weeks.

Attorney Fritz said the changes we made this week have to be reasonable and in good faith. If we do that, he believes it will hold up in court action.

CITY MANAGER:

- Attended a meeting with Dave Bakalar from Thomas Fok about the water situation in Ward 3. He has been working with the Ward 3 council representative and we will be making a report shortly.
- Eastgate is changing their criteria for scoring projects under the OPWC funds. This year Newton Falls received three projects due to this scoring.
- Fiber committee did have a meeting with the consultants approved by Council. We are determined to provide this service without using taxpayer monies.
- In response to Catie Karl's question about the meters. The answer is no the new meters will not cost the citizens a surcharge or additional fee.

Alberini asked about the possible paving on West River Road this year. Mr. Lynch said it was possible, but we need to see how the bids come back from the County which essentially establishes a rate.

Alberini also asked when we anticipate them coming out to finish 6th Street. Mr. Lynch said we hope that will happen either late this year or early next year.

Waddell said the meters we are getting are extremely accurate. Some might see a decrease in their charges but there are people who may see an increase because their meters are not reading accurately now. The meetings we have had the last few week with our superintendents it is nice to see the quality of leadership and knowledge we have in our employees. These employees will be an asset as we move into the future.

Baryak asked the City Manager why the Water and Wastewater Superintendents were not here as he asked. He had questions on the money we would be spending. It started last September saying we would pursue some automatic meters. Baryak said he did not know anything about this until a week ago Friday. We never had a work session and did not know anything was going on. Now he has a contract that he read but asked if anyone else out of the consortium he could go to. He said he would not support this tonight until he got some answers and he had some very serious questions. He also asked why we were not forgiving the sewer rate too.

Mr. Lynch stated that the Water and Wastewater Superintendents were not here tonight because when he received the request from Mr. Baryak on Saturday evening, he told him he would have them here if they did not have previous engagements. Both indicated they could not be here. Both would have been if they had been given more time. Also, when he became City Manager, he authorized Council to contact Superintendents when needed. You have their phone numbers and can contact them as needed.

The information given out by Mr. Havens of Gardiner. You asked for their studies that the other Council did not ask for, so he had delivered to his home 50 to 60 pages of a detailed study with reference to the performance testing on the meters. You have that information.

Another question asked was can we handle the under 10%. Mr. Lynch said he did not understand that question but would ask Mr. Haven if he did and if so, he would respond.

The last question was related to the sewer rate. Mr. Lynch said we are doing a one month only on residential usage on electric and water by virtue of the fact that our operational costs for one month we can afford to do that. We cannot afford to do that because the margins are very thin in the Wastewater Treatment plant.

Alberini said he did speak to Mr. George our Electric Superintendent at the work session with Gardiner. Mr. George said that a lot of the meters we have are at the end of their life cycle so at some point and time soon we will have to make a move.

Baryak said he got the financial report and he did not understand are we millions in debt as it is. Mr. Lynch said we have debt being serviced by wastewater right now and some other debt. He said the cities debt structure is such that we have an additional Fifteen Million dollars of inside debt availability. We have very conservatively approached our debt structure here in Newton Falls that is the reason when we talk about fiber, we want to do it through revenue bonds. In addition the Treasury Investment Board has around eight million dollars now; however, we should be conservative.

CHANGES TO TONIGHT'S AGENDA: None at this time

APPROVAL OF PREVIOUS MINUTES:

Alberini made a motion seconded by Baryak to adopt the minutes from the March 2, 2020 Regular Meeting as submitted by the Clerk.

ROLL CALL: Svette aye, Alberini aye, Waddell aye, Breymaier aye, Baryak aye.
MOTION PASSED 5 – 0

Alberini made a motion seconded by Svette to adopt the minutes from the March 11, 2020 Special Meeting as submitted by the Clerk.

ROLL CALL: Alberini aye, Waddell aye, Breymaier aye, Baryak aye, Svette aye.
MOTION PASSED 5 – 0

PUBLIC HEARINGS:

ORDINANCE 2020-09: AN ORDINANCE REPEALING ORDINANCE 2020-06 AND AUTHORIZING A NEW CONTRACT WITH THE NEWTON FALLS FIRST CONGREGATIONAL CHURCH.

Mayor Kline opened the public hearing on this Ordinance.

Brian Kropp, 247 Elizabeth Street said his biggest issue with Ordinance 2020-06 was that it was passed by emergency. He questioned with the events now taking place was spending money on this purchase necessary. Mr. Kropp also stated that he hears the reason the City tried to purchase the church was because another organization was interested in purchasing it.

Catie Karl, 128 West Quarry Street asked that Council moving forward be transparent on any plans for renovations and to carefully consider before spending money.

After no further comments Mayor Kline declared this public hearing closed.

UNFINISHED BUSINESS:

ORDINANCE 2020-09: AN ORDINANCE REPEALING ORDINANCE 2020-06 AND AUTHORIZING A NEW CONTRACT WITH THE NEWTON FALLS FIRST CONGREGATIONAL CHURCH.

Alberini made a motion seconded by Svette to adopt this Ordinance for its second reading.

Alberini commented on Mr. Kropp's statement about the purchase of the church. He said none on Council were aware or previously informed of anyone wanting to purchase the building. The sale and negotiations of the purchase were handled by our realtor and the church's realtor.

Mayor Kline, if there is one individual person that respects Forward Ministry it was himself. He would never be a part of anything to harm them and would help them in any way possible. He agreed that there was no knowledge at the time of purchase. The reason it was passed by an emergency was explained.

Baryak said he did not negotiate the contract. There are things said in executive session that can not be said. The City Manager gave his explanation. He supported it and would do so again.

Alberini said in any business there are contracts and certain dates that had to be executed and fulfilled. Mr. Lynch explained that, and we were on their time not ours and we had to move or get off the pot.

**ROLL CALL: Waddell aye, Breymaier aye, Baryak aye, Svette aye, Alberini aye.
MOTION PASSED 5 – 0**

NEW BUSINESS:

Baryak pulled the motion listed under new business dealing with sponsoring legislation.

ORDINANCE 2020-08: AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 121, SECTION 121.02 OFFICERS AND STAFF (b) COUNCIL STAFF IN REFERENCE TO DELIVERY OF COUNCIL AGENDA AND DOCUMENTATION.

Baryak made a motion seconded by Waddell to adopt this Ordinance.

Baryak said he would like to withdraw that Ordinance too. Waddell stated once it was on the floor, we had to act on it.

Attorney Fritz explained since the first motion was pulled if they passed this how it would create an issue for staff.

Baryak made a motion seconded by Svette to table this Ordinance.

Vote To Table

ROLL CALL: Breymaier aye, Baryak aye, Svette aye, Alberini aye, Waddell aye.

MOTION PASSED 5 – 0

ORDINANCE 2020-10: AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT FOR AN AMI IMPLEMENTATION PROJECT WITH GARDINER SERVICE COMPANY LLC.

Waddell made a motion seconded by Alberini to adopt this Ordinance for its first reading.

Baryak said he had questions for the Finance Director to answer and now was not the time to add debt.

Alberini said our current meters are at the end of their life cycle. This will be an expenditure whether we want to or not that will have to be made. He did some research and Gardiner is a great company and sometimes we have to make the tough decisions as council representatives.

Svette said Gardiner was a successful bidder for a State of Ohio bidding program. He was confident that are the qualified for the AMI program.

Baryak said the anticipated revenue we will receive, it would take twenty years to make up and something was not adding up. He asked Attorney Fritz how he felt about us not being protected for cost changeovers. Attorney Fritz said any major change has to be reviewed and agreed to by the parties, so we have that protection in place.

Baryak said we are responsible for a lot of hardware in the contract is that normal. Attorney Fritz said legal question is the contract is a standard contract. It is a state program, this company does the work and they are the lowest by the state. The contract had no glaring problems that he could see that he had to bring to Council attention that would be situational, and we open ourselves up to significant liability.

Alberini noted that interest rates have dropped to 0 according to the fed so when we go to finance this project money is cheap.

Baryak said the contract includes a monthly amount is that an additional charge. Mr. Lynch said that charge applies to year one. The City can opt out of that because it is software implementation and we are not locked into it.

Mr. Lynch said the reason we had the work session here was to have a wide range discussion and have Mr. Havens respond to questions.

Tonight is the first reading to put this on the floor for discussion You can use the time between the first and second readings to further ask questions and by the time the second reading occurs you will have had three meetings on this issue. Many of the questions asked tonight are in the study received.

We will be in a positive cash flow position in year one. We have to replace water and electric meters because of interest rates those margins for positive cash flow will be larger.

ROLL CALL: Baryak nay, Svette aye, Alberini aye, Waddell aye, Breymaier aye.
MOTION PASSED 4 – 1

Waddell made a motion seconded by Svette to accept the Finance Department March monthly report, credit card report, bank reconciliation and attachments as presented.

ROLL CALL: Svette aye, Alberini aye, Waddell aye, Breymaier aye, Baryak aye.
MOTION PASSED 5 – 0

PUBLIC COMMENTS:

Brian Kropp 247 Elizabeth Street is here representing a new group trying to disseminate information called Newton Falls X.

Transparency is more than just talking about items on the agenda at a meeting. Transparency is about making information readily available, easily available and findable. He said our Council does not do that. You can't find information easily or quickly.

You want to put in new meters into a City when we have infrastructure problems and want to buy a building because the building here is old. Most old buildings are maintained that's what you do.

He said he requested to do a presentation and commented on requests he made to have some documents and information but has not received that back because he received questions back. He also learned that Mr. Lynch appointed Councilman Waddell as Economic Development Liaison. That is a title that was not here before Mr. Lynch. Mr. Waddell is the only Council member here who has a City issued credit card and he has requested whatever records he could get associated with economic development and is yet to get the information.

Encouraged people to vote tomorrow.

Mr. Kropp also felt it was highly inappropriate for anyone to wear corporate apparel.

Catie Karl, 128 West Quarry thanked all City employees for the work they are doing to keep citizens safe and looking after them. She also thanked the school for their efforts in supplying food to those in need.

She said she appreciated the effort the City Council in being transparent. However she would appreciate the continued effort of the city with helping out the businesses. Falls Wizarding Festival was created to help businesses get people in to support them. With everything closing she would like Council support to help promote this event.

Dave Hanson, Warren Road thanked the Mayor, School Board, City manager and Council for taking pro active measures with the outbreak of the coronavirus. This proactive measure of cancelling the meetings protects our Safety Forces, Politicians, Civil Servants, Firemen and everyone and felt it was important that we stick to that.

He commented on Mr. Kropp and if we were going to have rules it should be for everybody. The most important thing is our Safety Forces and the rules they give us. We are situated next to Camp Garfield and the 910th Airbase and have some of the best social service we could ever get in the case of a pandemic. Everyone needs to go by the rules.

Mr. Hanson stated the economic development is better now than it has been the past 40 years. We missed the boat on the sewer and water lines.

Julie Lemon, General Assembly Church of God on River Road said she was planning in inviting the Mayor and Council to their Easter services but as of now the event has been cancelled.

CLOSING REMARKS; MAYOR, CITY MANAGER AND COUNCIL:

Mayor Kline said he has heard the comments about constant emergency legislation and underhanded stuff being done. Mayor Kline noted that since he has been Mayor only one piece of legislation has been passed by emergency. He felt it was troubling that all of the sudden the acceptable thing is that we are doing things underhanded. He said no one was doing anything underhanded. The credit card that Mr. Waddell has and that has been discussed anyone could use. He could use, any member of Council could use it, it with approval of appropriate things.

Breymaier commented on Mr. Kropp being at the meeting this evening felt that the rules are for everybody and we should not have allowed him to come in tonight. This was done for the safety of Newton Falls. Mayor Kline said he was brought in as media.

Waddell said there are three websites that talk about Newton Falls that have turned toxic. We now have a fourth very toxic web site. If you disagree with this site, they beat they beat you up and chastise you. If your going to have an open site, you have to be able to disagree. People look at these sites and see negative stuff about the community. Waddell said it's not him or the City we are not the embarrassment of Northeastern Ohio it's the websites and the toxicity that exists out there.

Waddell commented on the past Mayor and what he takes credit for bringing into the City. Waddell said when he was Mayor, he takes credit for the annexation that took place and the relationships we have now that we never had before.

In reference to the credit card as said before the only thing purchased is with approval of the City Manager. He also noted that if the Clerk makes reservation for a hotel room you need the card the reservation was made on when you get to the hotel otherwise it becomes a real problem.

Economic Development in this community has been an absolute no show for many years. When he started as Mayor nothing was happening and things had been done that was not positive for the community, we had to get past that and start from the beginning. We sent out 87 letters to businesses with no response since then we have learned who we had to work with and how to take the steps we need to get economic development into our City. Waddell reviewed a few projects that they have been working on. He was proud of what they have done and wants to continue to work on this.

Baryak reminded people that absentee ballots were available on line.

Baryak stated the first year you buy something like a truck and make a profit it is not really a profit until the truck is paid off. At the work session the anticipated revenue was \$458,000 and we would pay \$256,000 so that's about \$200,000. At \$4.1 million that is approximately 20 years. He also asked about the life cycle on the meters and pay for wages and equipment all put together the numbers don't add up. He said tonight it was shameful for what Council did without all the facts.

Baryak commented on Mr. Hanson and available property. He said Mr. Waddell said we made \$100,000. Baryak asked how we made that money. He asked for the facts. Waddell called a Point of Order stating that the information was explained multiple times if he would just pay attention.

Baryak said he withdrew motions tonight because he did not feel he had the support and because they could wait until another time. He stated he tried to accommodate people, but he could not get stuff on Friday and try to make calls to get the information he needed.

Mayor Kline said the sponsoring of legislation all we need is someone to make a motion to put it back on the table to discuss. Mayor Kline agreed and would like to get the information out there as soon and as much as possible but would also like to hear the logistics from staff. The meters were the same thing, tonight was the first reading. We have another reading and more discussion before it is done.

Alberini agreed that they have spent a considerable amount of time on economic development. They have also made personal investments to get some of the events here dealing with economic development. He agreed they started from ground zero and now have strong relationships with numerous organizations.

In response to the question about the \$100,000 and where it came from. Mr. Alberini stated there would be about \$15,000 in kw hour tax and \$85,000 in income tax generated.

Alberini addressed the comments about inappropriate dress at the meetings. He stated he checked before with the Law Director about apparel and he is not violating any rules.

Lastly, Alberini commented that if anyone was going through tough times and needed help with food to contact him or anyone of us and we would do what we could.

MOTION TO RECESS INTO EXECUTIVE SESSION:

Mr. Lynch withdrew his request for an executive session.

ADJOURN:

After no further comments or questions Svette made a motion seconded by Alberini to adjourn at 8:21 p.m.

ROLL CALL: Alberini aye, Waddell aye, Breymaier aye, Baryak aye, Svette aye.
MOTION 5 – 0

Mayor, Kenneth A. Kline

ATTEST:

City Clerk/Clerk of Council

ORDINANCE 2020-10

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT FOR AN AMI IMPLEMENTATION PROJECT WITH GARDINER SERVICE COMPANY LLC.

(Sponsored by Mayor Kline, Ward 1 Councilman Zachary Svette, Ward 3 Councilman Lyle Waddell, Ward 4 Councilman Sandra Breymaier, at-large Councilman Tarry Alberini and City Manager David Lynch)

WHEREAS, The City of Newton Falls has been working with Gardiner Service Company LLC to develop energy saving and Automated Meter Implementation Solutions (AMI) for our City facilities; and

WHEREAS, The City of Newton Falls would like to enter into a contact with Gardiner to assist the City of Newton Falls in an implementation of an Aclara AMI solution for all electric and water endpoints; and

WHEREAS, Services provided will include but are not limited to AMI Hardware, software, installation, and license procurement; and

WHEREAS, Gardiner was the successful bidder under the State of Ohio authorized cooperative purchasing alliance, a program for statewide competitive bidding, and a program under which the City of Newton Falls has previously purchased other goods and services such as salt, maintenance vehicles, police cars, and other equipment.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: The Newton Falls City Manager is hereby authorized to enter into and execute a contract with Gardiner of Solon, Ohio for an Automated Meter Implementation (AMI) project, according to the contract terms a found in the attached Exhibit A, and the finance director is authorized to create the financing lease or other financing instrument to pay said contract amount, and the city manager is authorized to execute said financing instrument on behalf of the city.

PASSED IN COUNCIL THIS 16th DAY OF MARCH 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, City Clerk

GARDINER

31200 Bainbridge Road
Solon, OH 44139

p (440) 248-3400

f (440) 349-6980

www.whgardiner.com

*Exhibit A
2020-10*

CONTRACT



GARDINER

City Wide Automated Meter Infrastructure and Energy Project

CITY OF NEWTON FALLS
19 NORTH CANAL ST
NEWTON FALLS, OH 44444

SOURCING ALLIANCE CONTRACT #SA-1025-01
GPS QUOTE #60-5536

DELIVERY TERMS: FOB Factory, Freight Allowed

TERMS OF PAYMENT: 1.5% 10 Day Net 30

Thursday, March 12, 2020

City Wide Automated Meter Infrastructure and Energy Project

**Exhibit A
Statement of Work**

Project Name: Gardiner AMI Implementation and Energy Management Project ("Project") on behalf of Newton Falls Light and Power, OH ("System Owner" or "Client").

This Statement of Work ("SOW") and the terms and conditions of the Master Agreement (hereinafter "Agreement") describes the Services to be provided to the Client in support of the Project as authorized by Client signing this Statement of Work. This SOW is governed by the Agreement's Attachment 1, Gardiner Standard Terms and Conditions of Sale for Equipment and Certain Services. By signing this SOW, Client represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the Agreement, its Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Client and Gardiner.

Scope of Work

The scope of the project for Energy Management and Aclara AMI Implementation includes professional services (project management, coordination, meter/MTU installation, training and system acceptance testing) to implement the solution.

The new solution will support various uses of the components and applications defined in Attachments 1 and 2. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1 and 2, unless mutually agreed by the Client and Gardiner.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by the Client or as a result of the Client's inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of Client errors or omissions may result in a Change Order.

It is understood by Gardiner and the Client that any material changes to scope, will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1. Project Approach

The Gardiner Services Team ("Gardiner Team") assigned to this project will complete the Gardiner tasks described herein and will perform work for the Client for the duration of the Project at designated Client facilities and from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachments 1 and 2 hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the Client. In addition to the tasks specified in Attachments 1 and 2 hereto, the Client will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The Client shall designate a

Project Manager to work with the Gardiner Team to facilitate the provision of the Services. Once this SOW is executed, Gardiner and the Client will assign resources to the Project. The Gardiner Team will work on the Project and provide support as specified by the SOW.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachments 1 and 2. Should the Client fail to fulfill those that are applicable to the Client, the estimated level of effort, timeline and scope may be subject to change which may result in a Change Order.

Project Entities:

- Gardiner Service Company LLC is the Project Prime, owning the contract with the System Owner
- City of Newton Falls Public Works Department is the System Owner
- Aclara is the AMI provider, responsible for internal project management and SOW as listed herein
- Aclara Smart Grid Solutions (Aclara SGS) is responsible for installation of Aclara Endpoints and Meters

3. Scope Estimates

Gardiner will support the Client by providing a team to complete the Statement of Work defined in Attachments 1 and 2.

Gardiner's estimate of the level of effort is based on the following:

- Information provided by the Client to Gardiner
- Gardiner's understanding of the project scope, based on Client information

Should the information provided by the Client be inaccurate or should Gardiner gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the SOW (change order).

4. Software Licenses

The AclaraONE software components are licensed in accordance with the Aclara Software Agreements ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties. Additional charges may apply based on Aclara's level of effort to complete the requested change.

Total project complete as noted:

\$ 3,041,203

Notes:

- Proposal is in accordance with Sourcing Alliance contract requirements.

- This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

Terms and Conditions:

Our standard terms and conditions of sale, as well as an acceptance, are attached at the end of this document. Gardiner must post a performance bond approved by the Director of law of Newton Falls, Ohio as condition of this contract.

IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

Accepted By:

Gardiner Service Company

City of Newton Falls

(Aclara)

(Client)

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1 = Project Definition – AMI Implementation

Attachment 2 = Project Definition – AMI Installation Services

Attachment 3 = Project Definition – Energy Management Services

Attachment 4 = Project Definition – Expected Financial Benefits of all Services

Attachment 5 = Change Order Procedure

Attachment 6 = Gardiner Intelligent Services Support

Attachment 1
To
Exhibit A Statement of Work

Project Definition – AMI Implementation Project

1.0 Gardiner AMI Project Scope

Included in the purchase of an Aclara AMI Electric Implementation are the Professional Services efforts required to design the AMI network, identify the optimal locations of the DCU sites, complete the commissioning of the DCUs, complete the installation of software and implement standard interface functionality as defined in Section 1.1. The purpose of this document is to outline the tasks and deliverables of the Gardiner Team and provide the Client an overview of the responsibilities and time commitment that will be required of their staff.

1.1 Project Scope

Gardiner will assist the Client in an implementation of an Aclara AMI solution for all electric and water endpoints. Gardiner and Aclara will work with the Client in the design, installation of needed hardware, software, maintenance, training and other related activities needed to complete the project successfully. All hardware quantities will be governed as specified per Exhibit B. The project scope includes:

AMI Hardware:

- Total of 2,573 Aclara RF electric endpoints and 2,791 Water MTUs. See Section 1.2 Implementation Approach for more details on the deployment approach.
- 3 Data collectors and mounting kits
- 2 Toughpads and USB field programming kit

Software:

- AclaraONE unified head end for the total 2,573 Aclara RF meters and 2,791 Water MTUs including integration to System Owner's CIS System.
- STAR programmer software configuration and installation

Services:

- AclaraONE Hosted Headend Software Installation
- FCC frequency license procurement
- DCU installation oversight and commissioning
- AclaraONE software and hardware product training
- Overall project management services for the defined scope of this project

The schematic in Figure 1 depicts the scope of the solution that is included in this SOW.

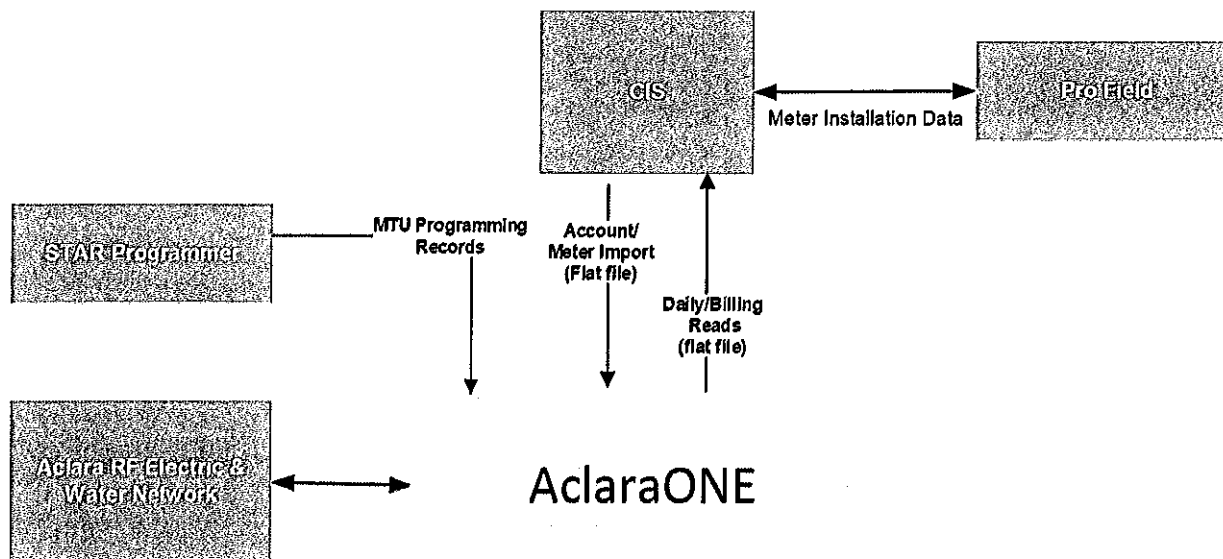


Figure 1: City of Newton Falls Light and Power Solution Schematic

1.2 Implementation Approach

The Gardiner AMI implementation approach involves two project stages – Stage 1 – Meter to Cash Validation and Stage 2 – Mass Deployment. The Meter to Cash validation stage will include the following:

- Installation of up to 10 Aclara RF electric endpoints and Water MTUs (specific forms and quantities for each form to be determined) and all 3 (three) Data Collectors. Location of the initial deployment area to be determined. The System Owner will be responsible for installing the initial deployment of the Stage 1 RF electric meters and water MTUs.
- AclaraONE Unified Headend and software integration as detailed in this scope.

Stage 1 – Meter to Cash Validation

The objective of this stage is to confirm the Meter-to-Cash process and the integration with the System Owner's CIS. The Gardiner and Aclara project team project manager (PM) will manage the project through a series of tasks and activities to deploy a subset of the full deployment end points, DCUs, software installation and integration configuration and concludes with end-to-end testing to confirm meter reads and billing export files are successful transferred to the System Owner's CIS system.

The phases for this initial Stage 1 deployment include:

Phase 01 Project Planning & Kick-Off

The Gardiner project team will begin work upon contract execution. The Gardiner project team will begin the internal preparations for the official launch of the project. The project manager will coordinate and schedule the kick-off meeting with the Client. During this kick-off phase, Gardiner and Client will define the project team organization, introduce the teams, review the project scope and proposed timeline, review the utility's goals and business objectives and develop the communication plan with the Client. Gardiner and Aclara will introduce a project managers and

other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Frequency scans will also be completed, and the appropriate frequency selection will be determined, and the FCC application submitted. The Client will be responsible for coordinating and completing a Limited Power of Attorney (POA) form and returning to Aclara so that Aclara may complete and submit the FCC application for the selected frequencies on behalf of the System Owner. Entry criteria for this phase to begin are defined as: signature of the contract; assignment of an Aclara project manager; and, establishment of a mutually agreed upon project kick-off start date. This phase will be deemed complete once the following tasks have occurred: the project teams have been defined; kick-off meeting has occurred; and the project plan has been reviewed and mutually agreed to.

Phase 02 Requirements Analysis & Design

At the beginning of the implementation process, Gardiner and Aclara meets with the key stakeholders to confirm the detailed functional, integration, and infrastructure requirements for the system. Field installation plans document the approach, logistics, timing, and requirements for installations. Aclara will complete site surveys, propagation studies, and any remaining spectrum analysis to finalize the DCU (network) installation plan. Gardiner and Aclara will work with the Client to jointly create an installation plan that documents how to communicate meter/MTU installations to the end customer. Gardiner and Aclara will hold software interface requirements sessions and create requirement documents and overall solution architecture specifications.

Aclara delivers a testing strategy that will document the System Acceptance test scenario and acceptance criteria. This phase is complete once the Client reviews and approves all associated deliverables.

Phase 03 Configuration & Network Deployment

In this phase, Gardiner and Aclara completes all tasks to support network deployment and prepare for system testing. Aclara will set up and provision the hosted IT environment for the headend software. Software is installed, configured and enabled for data loading and testing. In parallel, Aclara begins to install, configure, and validate the DCU network (tasks such as DCU installation in this phase may overlap with part of the System Requirements and Design phase). The Client will coordinate with 3rd party vendor(s) to work with Aclara to configures software integrations and performs unit testing in preparation system integration testing. The Client coordinates with Aclara and delivers sample integration data from production systems to validate interface configuration and software functionality. For water endpoints, Aclara will also configure the field programmers to integrate into the client's environments, as coordinated by the Client. Additionally, the Client coordinates with Aclara to review and finalize the endpoint installation and communication plans. As a standard practice, Aclara will expect the client to install 5-10 test meters and MTUs in a meter shop environment in order to test the end- to- end AMI functionality, including but not limited to meter disconnects, demand resets, etc. Aclara will achieve entry criteria by reviewing the software installation and integration configuration plans with Client. This phase is deemed complete once Aclara and supporting resources install the software solutions and DCU network; configures interfaces; completes handheld configuration; and completes the first step of software system acceptance.

Phase 04 Training, Testing & Acceptance

The testing phase validates end-to-end meter-to-cash system functionality from the meter read capture through billing. Aclara provides training for all software solutions being deployed, including headend software prior to the start of System Acceptance Testing. On-site classes are scheduled for the Aclara SGS endpoint installation team as well as the Client so that meter/MTU installations are successful.

Aclara creates the test plan as described in the previous phases. This includes conducting test cases during acceptance testing. Aclara will support the Client and System Owner as acceptance test cases are executed and correcting any problems to allow for retesting as necessary.

The testing concludes when the client signs off at the completion of testing which signifies acceptance of Aclara products and processes, workflows, and end-to-end logistics function as expected. Any remaining issues are categorized into severity level 3 or 4. The definition of "severe" falls into the categories shown in Table 1: Issue Severities.

Table 1: Issue Severities

Severity Level	Description
1	Requires immediate attention – Use of the AMI system is lost or degraded for all users preventing operation of business
2	Requires priority attention - Use of the AMI system is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users of the AMI system can continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

** For the purposes of this table, "users" is defined as Utility users of the AclaraONE interface*

Once training and System Acceptance Testing are complete, Gardiner and Aclara will compile all open issues and review the status of these issues with Aclara's Technical Support team and the Client project team.

Gardiner, Aclara and the Client will mutually develop a formal system acceptance test plan which will include test cases and scenarios to ensure the system is adequately tested.

Stage 2: Mass Deployment

Upon successful completion of the System Acceptance testing activity, an acceptance certificate will be provided for formal approval. Mass deployment meter and MTU installations will begin. Gardiner will support Aclara SGS as they begin planning and pre-installation launch activities about 2 – 3 months before the start of mass deployment. Aclara will monitor the network performance and work with the System to remediate any issues that might come up.

During this process, Gardiner will coordinate the Clients introduction to Aclara's Technical Support operations. All support operations will begin to be managed by the Aclara Technical Support team. The Client coordinates training on Aclara's Support processes, which include opening support tickets and managing and obtaining status of these tickets. The Client will also be introduced to the AclaraConnect client portal.

1.2.1 Deliverables and Milestones by Step

The table below details the milestone deliverables for this project. Delivery dates for each milestone will be communicated at project launch.

Milestone	Deliverables	Payment Milestones Descriptions
1	Contract Execution	<ul style="list-style-type: none"> Contract Execution – This milestone is complete after the contract documents are fully executed by both parties
2	Project Plan, Communication Plan, Project Kickoff Materials, Project Kickoff	<ul style="list-style-type: none"> Project Kickoff Complete. Gardiner will facilitate a kickoff meeting onsite to walkthrough the project schedule, introduce team members and roles, review Client responsibility and upcoming tasks. Additionally, during this meeting the project governance will be established. This includes communications plan, team meetings, status reporting, and issues management.
3	Installation and configuration of base AclaraONE Software	<ul style="list-style-type: none"> Base AclaraONE Software installed. This task is complete after the installation of the base software is completed in the System Owner's environment
4	DCUs Deployed	<ul style="list-style-type: none"> DCUs Deployed. This task is complete after DCUs are deployed and commissioned in the field.
5	Installation and configuration of CIS integrations Data Validation workshop Network Management head end configuration System Acceptance testing (SAT)	<ul style="list-style-type: none"> Installation of in scope integrations – This task is complete after the installation of these integrations in the Clients environment.
6	Deliver Training and training materials Document SAT results	<ul style="list-style-type: none"> Training complete – Aclara will provide training for Aclara RF network system administrators, field personnel and customer service representatives.

Milestone	Deliverables	Payment Milestones Descriptions
7	Signed Certificate of Acceptance Transition to Support Meeting	<ul style="list-style-type: none">System Acceptance Certificate Approved - SAT results will be documented and upon successful completion, a certificate of acceptance will be provided to the utility for signature.
8	Mass Deployment Start	<ul style="list-style-type: none">Start of meter endpoint mass deployment has begun

1.3 Interface Scope

Gardiner will provide sufficient assistance to the Client in support of integrating with the standard interface file formats. It is the Client's responsibility to integrate these standards with their back office systems

Aclara will provide the integration to AclaraONE as noted in the table below. The Client is responsible for coordinating with the System Owner to extract data as per the prescribed data format from the System Owner's systems to integrate with AclaraONE. Aclara recommends the Client coordinate with the System Owner to discuss the integration requirements with their back-office system vendors in advance of the project kickoff and confirm the necessary resources are available to support the project.

Input Integration

Integration Name	Type	Functions
Customer Import Interface	Flat file	Populate AclaraONE with meter inventory and customer account /location details from Client's CIS

Output Integration

Integration Name	Type	Functions
Billing Output Interface	Flat File (CMEP)	Export Billing Read values from AclaraONE to CIS using the California Meter Exchange (CMEP) file format.

Assumptions:

- All import and export interfaces meet the standard import and export formats from AclaraONE.
 - AclaraONE's standard bill export and interval data format is California Meter Exchange Protocol (CMEP).
- Gardiner assumes data in System Owner's systems do not require any data cleanup. Any data cleanup will be the Client's responsibility to perform cleanup.

1.4 Preliminary Project Schedule

The high-level project schedule is provided below. A detailed project schedule will be developed for project kickoff after contract execution.

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	through Sept-21
Stage 1 Initial Deployment								
Phase 1 - Project Planning, Kickoff								
Phase 2 - Requirements & Design								
IT Environment setup and provisioning								
DCU Design confirmation								
Integration Requirements Gathering (CIS Account & Meter, Bill Export)								
Phase 3 - Interface Configuration & Network Deployment								
Interface Configuration & Unit testing								
DCU Deployment								
Initial meter and MTU deployment								
Meter to Cash Validation								
Phase 4 - Training & System Acceptance								
Training								
System Acceptance								
Mass Deployment								
Mass Meter Deployment								

Assumptions:

- Gardiner's professional services includes project management oversight for the mass deployment phase until the endpoint installations are considered substantially complete, as defined in Attachment 2, Section 2.5.5. The Client can coordinate with Gardiner to opt to extend the project management support for additional cost.
- DCU locations are in non-hazardous locations.
- Aclara will not deploy antenna and cable on poles with power lines.
- Lattice Tower installations are not included.
- Aclara will perform DCU commissioning and will provide antenna and cable installation oversight at hazardous sites.
- Gardiner assumes DCU sites will be ready for installation. If DCU requires AC power, the Client is responsible for AC power run to disconnect box.
- Aclara does not perform site acquisition for DCU sites that are not owned by System Owner.
- Client will provide an earth grounding point at sites selected for DCU installations.
- Client's CIS vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces.
- No custom reports or customizations are included in this scope.
- Hardware delivery ship dates are not factored into this high-level plan. After meter configuration is finalized and order entry has been completed, the project plan may require revision since confirmed ship dates of hardware may impact the timeline of the overall project.
- Gardiner assumes all project resources are available to kick off the project within one month of contract signature.
- Client is providing warehouse space to Gardiner for delivery and storage of materials, parts, and product.
- Client is providing warehouse space to Gardiner as base for project operations.

1.5 Accountability

The following shows the key that is used to identify accountability for each deliverable:

[R] Responsibility

Indicates that the designated Party has responsibility and accountability to complete the applicable Deliverable or milestone.

[A] Approve

Indicates that the designated Party is responsible for approving the applicable Deliverable or milestone.

[S] Supports

Indicates that the designated Party is responsible for supporting the applicable Deliverable or milestone.

[C] Consulted

Indicates that the designated Party will need to provide feedback or contribute as the applicable Deliverable or milestone is completed.

[I] Informed

Indicates that the designated Party will be informed after completion of the applicable Deliverable or milestone.

The acceptance procedure for all deliverables outlined in this SOW will be as follows:

- Gardiner will work with Client personnel to gather input and complete deliverables.
- When complete, final deliverables will be given to Client. Client should review and sign off by Client utilizing a mutually agreed Acceptance Form.
- The Acceptance Form should be physically signed (or electronically signed) indicating approval or disapproval within five (5) business days of receiving the deliverable.

Key Project Task/Activity	Accountability	
	Gardiner	Client
Project Initiation & Kick Off		
Communication Plan	R	I
Change control procedures	R	S
Contact list – with roles and responsibilities	R	S
Detailed Project Plan	R	S
Requirements Confirmation		
Integration requirements sessions	R	S
Completed requirements document	R	A
Setup environment	C	I
Configuration and Unit Testing		
Install Base AclaraONE Software	R	A
Configure interfaces	R	S
Configure application - AclaraONE	R	I
Configure toughpads	R	S
Develop System Acceptance Test plan	R	A
Execute System Acceptance test scripts	S	R
Certificate of System Acceptance	C	R
Hardware Installations		
DCU site surveys	R	S
DCU Site Prep (Pole installation, AC power and Ethernet if applicable)	C	R

Key Project Task/Activity	Accountability		
Installation of DCUs	R		S
Installation of Antenna and cables on electric poles	S		R
Installation of Antenna and cables on water tank	R		S
Commissioning and testing of DCUs	R		S
Coordinate with Client on Installation of RF Meters/MTUs for System Acceptance Testing	S		R
Coordinate with Client on Installation of RF Meters/MTUs for Full Deployment (as applicable)	R		S

1.6 Project Governance

1.6.1 Project Organization

Client agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Gardiner's performance of the Services and the Client's integration.

Client will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Client tasks, and any additional personnel that may be necessary for Client to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling Client and System Owner resources, managing the scope and the Client tasks of the Project schedule, facilitating document approvals, and escalating & resolving issues as required by Gardiner as well as those required by the Client.
- Technical Owner/SME(s) – Responsible for architecture, design and development of interfaces on the System Owner's external systems. Provides input for IT process flow, test data preparation, post-install troubleshooting and diagnostics.
- User Acceptance Testing Resources – End users of the system. UAT Resources will participate in training and execute the test cases defined by the Project team.
- Escalation Resources – Typically the Project sponsor. Will participate in monthly Project review sessions with Aclara Portfolio Manager. Available to assist with any escalated issues.

Gardiner will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Gardiner tasks, and any additional personnel that may be necessary for Gardiner to perform its obligations under the implementation work plan.

- Project Manager - Oversees all deliverables and quality control, coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the Client's Project Manager, who will be the primary point of contact for the Client.

- Business Systems Analyst - Gathers and documents requirements. Develops detailed configuration and interface specifications, performs system configuration, performs integration testing and training; supports data migration
- Systems Engineer - Provides hardware and software planning; Completes unit of any configured core product components. Performs installation, testing, and troubleshooting; configures network and OS; provides support and maintenance planning. Develops interfaces and any custom components, performs unit testing.
- Executive Sponsor – Makes sure project stays on track and meets Client objectives; escalation resource

1.6.2 Problem Resolution and Exception Management

A defined and understood escalation process is a critical component of any project implementation. The Gardiner project team is organized with multiple points of escalation that can be utilized as needed. Project Issues will be logged, tracked, and reviewed at least weekly. In addition, risks are identified in our status reports along with suggested mitigations. Once an issue has been identified, it will be added to the issues list and worked according to priority. Depending on the type and severity of the problem, the Gardiner PM will escalate appropriately within the organization as well as within Client.

Project leads assigned to the project will communicate daily and will escalate risks and issues that could affect the project timeline or scope to the PM who will be providing active oversight and first-level escalation support to the engagement. The PM may continue to escalate the issue through the Gardiner organization to the Vice President of Installation Services. Gardiner escalation resources will work jointly with Client escalation resources to try to resolve the issue at each level and avoid all issues from escalating further.

In addition, Gardiner will establish a communication plan at the start of the project. The Project Communication Plan will be jointly developed between Gardiner and the Client to identify issue escalation paths and to determine project status meeting cadence and expected attendees.

Gardiner's goal for the project is to provide the necessary information to Client to allow for accurate validation of schedule, scope, and deliverables. To accomplish this, Gardiner proposes the following activities: status reporting (includes schedule, issue, and risk tracking), quality reviews, and incident reviews.

1.6.3 Communication Plan & Progress Reporting

The table below details the communication and progress reporting for the project.

Project Status Report	Report sent via email	Weekly	Gardiner Project Team Client Project Team (includes Client and System Owner)
Project Team Meeting	Conference call, on-site meeting	Weekly	Gardiner Project Team Client Project Team
Issues Meeting	Conference call, on-site meeting	Weekly or as needed	Gardiner Project Team Client Project Team
Quarterly Project Review Meeting	On-site meeting	Quarterly	Gardiner Program Manager Project Managers Key Project Sponsors Aclara Executives Sponsors

1.7 Modification

No modifications to the core software are planned for this project.

1.8 System Technical Support

Aclara will support the Client regarding the AclaraONE Solution and field hardware, which operates all main facets of the proposed solution.

Attachment 2

To

Exhibit A Statement of Work

Project Definition: AMI Installation Services

This Attachment 2 describes the Installation Services to be provided by Aclara SGS to Client in support of the Project.

1. Definitions

“**AMI**” shall mean Advanced Metering Infrastructure.

“**Certified Installed**” shall mean those meters installed that have passed all QA processes with data being delivered to the System Owner.

“**CIS Data**” shall mean the data file of work orders provided by Client to Aclara SGS from its customer information system.

"Deployment Schedule" shall mean the mutually agreed upon schedule developed by Aclara SGS and Client to support the scope set forth in this Statement of Work.

"Handheld" shall mean an electronic device or equivalent running Windows or Android on the latest version available from the manufacturer that is compatible with, and incorporated into, ProField.

"Installation Attempt" shall mean physical visits, phone calls, letters, and other means to contact the customer.

"Installation Workshops" shall mean the structured startup Workshops led by Aclara SGS for Client staff to jointly define the detailed requirements and specifications for the Project.

"Installers" shall mean the field technicians who install meters/modules for this project.

"Life Support" shall designate locations where there is Life Support Equipment or other critical service requiring an appointment to install meters for this project.

"ProField" shall mean the workforce management software product used by Aclara SGS and Client for managing the performance of Services on this project. The terms under which ProField is licensed by Aclara SGS to Client shall be governed by the terms set for in Exhibit 1 to this Statement of Work. Accordingly, Exhibit 1 attached hereto is expressly made a part of this SOW as though fully set forth herein.

"ProField OnSite" shall mean the application module of ProField that is loaded on Handhelds to be used by installation technicians in the field to guide installation activities.

"Route" shall mean meter reading routes.

"RTUs – Return to Utility" shall mean those Aclara SGS work orders that need to be returned to Client for further investigation or other action as defined in the Installation Workshops. RTUs are deemed complete as it relates to billing and completed work orders.

"Services" shall mean labor, material, equipment, tools, vehicles, transportation, storage, and other things and actions necessary to perform and to complete the scope set forth in this Statement of Work.

"System Owner Agreement" means the Contract for AMI Electric and Water Implementation between Client and System Owner, dated MM/DD/YYYY.

"UTC – Unable to Complete" shall mean those installations that Aclara SGS is not currently able to complete due to issues of access or other reasons to be identified during the Installation Workshops. For avoidance of doubt, UTC items are still the responsibility of Aclara SGS until they are either resolved or change to RTU status.

"UTI – Utility to Install" shall mean work orders identified in the CIS Data as System Owner to install.

2. Gardiner and Aclara SGS Services and Responsibilities

2.1 Scope of Services

2.1.1 During the term of this SOW, Gardiner and Aclara SGS shall be expected to perform Services and manage the deployment process according to the Deployment Schedule. Gardiner and Aclara SGS responsibilities shall include, but not be limited to, installing electric meters and water meters and MTUs, inventory management, tracking and reporting on project metrics and field deployment completion data, interface development, data file exchanges, and ProField software implementation and configuration. Project entails the following:

2.1.1.1 Completion of electric and water meter quantities listed in Exhibit B.

- 2.1.1.2 If actual quantities of work orders are reduced by more than 2.5%, Aclara may adjust meter installation pricing.
- 2.1.2 In addition, Aclara SGS will perform following additional services:
 - 2.1.2.1 Perform Commercial Water Meter surveys
 - 2.1.2.2 Advanced customer communications include printing of customer postcards and management of mailing lists
 - 2.1.2.3 Door Hangers printing and using them in the field during deployment
- 2.1.3 Aclara SGS shall be responsible for the items listed in the following sections.

2.2 ProField Implementation and Access

- 2.2.1 The services provided under this Agreement that are required to deploy the ProField System for use on the Project include:
 - 2.2.1.1 Solution Design. Gathering the Project requirements and integration specifications, and designing the workflows to be implemented in the ProField System.
 - 2.2.1.2 Customization. Implementing the Solution Design in the ProField System.
 - 2.2.1.3 Commissioning. Testing and deploying ProField on the production server.
 - 2.2.1.4 Product Training. On-line training of users on the ProField System as customized for the Project.
 - 2.2.1.5 IT Infrastructure. The production servers and backup systems.
 - 2.2.1.6 IT Facility. The rent, utilities, and hosting fee
- 2.2.2 Gardiner and Aclara SGS shall integrate ProField with Client systems via daily file transfer and provide on-going IT system support during deployment. This integration is expected to consist of data file exchange between the systems occurring daily. Integrations shall include capabilities:
 - 2.2.2.1 Daily Exchange file with install data from the previous days installations.
 - 2.2.2.2 Daily Sync file with account information changes since previous business day.
- 2.2.3 As part of the services performed under this contract, Gardiner and Aclara SGS shall provide web licenses to Client to access the ProField system for review of progress and examination of other installation metrics. This web access shall be available to up to 5 necessary personnel including customer service representatives.

2.3 Deployment

Gardiner and Aclara SGS shall complete the installation of assigned AMI Electric and Water Meters in the Client service territory as outlined in the Deployment Schedule. The Deployment Schedule will be developed in such a way that it optimizes installation operations.

2.3.1 Deployment Schedule

- 2.3.2 Gardiner and Aclara SGS shall maintain a forward-looking detailed installation schedule based on the Deployment Schedule and includes:
 - 2.3.2.1 The proposed deployment is expected to have a 2-month Project Kickoff Period during which mobilization activities will occur, which will occur in conjunction with the Aclara AMI software integration and network deployment activities. Full electric meter deployment will occur over a continuous 90 day period immediately following the project kick-off period.
 - 2.3.2.2 Full water meter deployment will occur over a continuous 12-month period immediately following the Project Kickoff Period.

- 2.3.2.3 A brief Project Demobilization period.
- 2.3.2.4 A Deployment Schedule will be created as part of the Installation Workshops.

2.3.3 Project Planning

- 2.3.3.1 Client shall cause System Owner to provide Aclara SGS with a Master Planning File, via FTP file transfer, in order to develop the Deployment Schedule. The Master Planning File shall consist of those fields that are identified in the Installation Workshops and mutually agreed upon. For avoidance of doubt, included in that data shall be designations for UTI meters.
- 2.3.3.2 Gardiner and Aclara SGS shall be responsible for the planning and execution of a Deployment Schedule that maximizes efficiency, produces quickest route saturation, and provides reasonably steady workflow for Aclara SGS Installers.

2.3.4 Installation Workshops

The following documents will be created after the Installation Workshops are held. Each of the following documents and the content therein shall be incorporated by reference into this SOW as if fully set out here in its entirety:

- 2.3.4.1 Project Manual
- 2.3.4.2 ProField Integration Specifications

2.4 Project Reporting and Administration

- 2.4.1 Gardiner and Aclara SGS shall be responsible for project management, systems, staffing, call services, back office support, IT systems and field tools required to deliver the services.
- 2.4.2 Gardiner and Aclara SGS shall document meter change outs as well as those sites where the installation was not possible due to problems outside of the Installer's responsibilities. This information shall be collected in ProField OnSite and managed via ProField; this information shall be available to up to 5 of Client and System Owner users via ProField's web interface as specified in 2.2.3 above and printable reports.

2.4.3 Reporting

Gardiner and Aclara SGS shall make available daily, weekly and monthly reports. For clarity, the daily reporting shall include a report of new deployment orders and daily transmission of completed orders and the transmission of completed orders is expected to be no later than the next business day.

Report Name	Brief Description
<u>Route Saturation Report</u>	Reports the saturation (completion percentage) of each route
<u>Production Report</u>	Summary of installations completed grouped by date
<u>Production Detail Report</u>	Detail of the work orders that are completed
<u>Inventory Report</u>	Reports the count of devices in all status grouped by manufacturer and model
RTU Escalation Report	Reports all the historic and current "RTU Escalations" made on any work order
<u>Field Escalation Summary Report</u>	Reports the count of the field escalations (PER) created for each service type between the selected date range

Report Name	Brief Description
<u>Field Escalations Report</u>	Reports the details of every field escalations (PER) created for each service type
Today's Installation summary Report	Reports the count of installations by District, completed on the report day
Installation performance summary report	Reports total installs done by a tech, average time per installs, tech's experience in the project, number of escalations made by the tech on the selected date

2.4.4 Meetings

Gardiner shall hold meetings as described below:

Reoccurrence	Day	Time	Location	Attendees
Weekly	TBD	TBD	Conference Web-Based	Project Managers
Quarterly	TBD	TBD	Conference Call	Project Sponsors / Principals

If additional meetings are required, Gardiner reserves the right to review and offer options or pricing.

2.5 Installation Specifics

2.5.1 Work Hours

Gardiner and Aclara SGS may perform field work services within the hours of 7AM – 6PM Eastern Time, Monday through Saturday (as needed).

2.5.2 Blackout Window

Aclara SGS shall complete work orders as outlined in the Deployment Schedule. Aclara SGS will not install meters during the billing "blackout" window.

2.5.3 Route Completion

Route completion shall be defined as 98% of existing meters at the opening of the route for which Aclara SGS is responsible being those meters that 1.) are Certified Installed; or 2.) designated as Return to Utility; or 3.) have a future appointment for installation scheduled; or 4.) escalated to the System Owner and awaiting further action by the System Owner.

2.5.4 Return to Utility (RTU)

2.5.4.1 RTU includes irregular or unsafe conditions preventing meter installation, the parameters of which will be agreed upon between Aclara SGS and Client during the Installation Workshops and documented in the Project Manual. Such activity shall be documented in ProField and made accessible to Client/System Owner to support resolution of the issue.

2.5.4.2 Aclara SGS will be compensated at the applicable unit rate for any meter installation that must be RTU'd and cannot be completed for reasons outside of our control, including those that cannot be accessed after Aclara SGS has exhausted the required attempts to do so.

2.5.5 Substantially Complete

The project is considered Substantially Complete when Route Completion is achieved on all Routes.

2.5.6 Unable to Complete (UTC)

- 2.5.6.1 For electric meter UTC situations, Aclara SGS will make an initial field attempt to install the meter. If this is not possible, Aclara SGS Call Services will make a first phone attempt to contact the customer to schedule an appointment. If that is not successful, Call Services will make one additional phone attempt. If an appointment cannot be scheduled, the location will be returned as an RTU to the utility and the meter is considered complete for project completion percentages and billing purposes and will be paid as if the meter had been installed.
- 2.5.6.2 For water meter UTC situations, Aclara SGS will make up to 2 phone calls, including 1 after hours, and 1 physical attempt to access the meter. If these attempts are unsuccessful, the location will be returned as an RTU to the utility and the meter is considered complete for project completion percentages and billing purposes and will be paid as if the meter had been installed.

2.5.7 Installation Processes

Gardiner and Aclara SGS will use a standard electric meter/water meter workflow for each type of work (electric/water). Deviations from the standard workflow will result in additional charges for customization.

- 2.5.7.1 Electric meters are assumed to all be outdoors; approximately 3% of locations will require a second visit to complete. Should the first-time failed visit rate for electric meters exceed 3%, Aclara SGS will issue an appropriate Change Order to Client for additional costs incurred.
- 2.5.7.2 Water meters are assumed to be indoors and require appointments to access.
- 2.5.7.3 Water meter exchanges will be like-for-like.
- 2.5.7.4 Commercial water meters size 3" and above and require a 2-person crew and Confined Space Entry are assumed.
- 2.5.7.4.1 Pricing for installation of commercial water meters 3" and above is estimated and dependent upon a survey of the meter location. Aclara SGS has provided a price for its staff to survey these locations in order to determine sufficient information to provide a final installation estimate to the System Owner.
- 2.5.7.5 Traffic light and railroad crossing electric meters are not included.

2.5.8 Bypass Availability

Aclara SGS shall use its most efficient and safe meter change-out process. Aclara SGS will change out a polyphase or CT meter where a bypass facility is available. Such premises where a bypass is not available including but not exclusive to instrument-rated meters will be RTU'd.

2.5.9 System Owner's Customer Notification

Prior to performing an electric meter installation, Gardiner and Aclara SGS will attempt to:

- 2.5.9.1 Notify System Owner's customers at single-family dwellings prior to exchanging the meter by knocking at the door or ringing doorbell.
- 2.5.9.2 Notify the building or property manager for multiple dwelling units.
- 2.5.9.3 Aclara SGS will proceed with meter exchange if customer/building or property manager do not respond.

2.5.10 Appointments

- 2.5.11 Water meters are indoors and will require appointments to gain access.
- 2.5.12 Gardiner and Aclara SGS will undertake the following steps to secure an appointment:
 - 2.5.12.1 Aclara SGS will send postcards to all residents notifying of the need to schedule

an appointment.

2.5.12.2 Aclara SGS will make up to 2 phones, including 1 after hours, and 1 physical attempt to access the meter.

2.5.13 When appointments are required, Aclara SGS shall make customer appointments with the expectation of meeting a 4 hour or less window. If Aclara SGS cannot perform during the appointment window, Aclara SGS shall call the customer to inform them of a delay and give them the opportunity to reschedule.

2.5.14 For situations where accurate phone data is not available and Aclara SGS requires this information to set a customer appointment, Aclara SGS will RTU these installations.

2.5.15 Pre-Installation Postcards

Gardiner and Aclara SGS shall mail a postcard to customers informing them of the upcoming meter exchange and requesting that customers with indoor meters contact Aclara SGS to schedule an appointment. The language and specifics of this postcard shall be determined during the Installation Workshops.

2.5.16 Photographs

2.5.16.1 When taking photographs, the Installer shall document and digitally capture, store photographs, which are available in ProField. Photographs shall include a date and time stamp, as supported by the ProField handheld and software.

2.5.16.2 Electric Installations. Aclara SGS will take five (5) photos: 1.) Pre-installation site; 2.) Before (legacy meter); 3.) Empty socket; 4.) After (new meter); 5.) Post-installation site.

2.5.16.3 Water Installations. Aclara SGS will take four (4) photos: 1) Pre-installation site photo; 2) Before (legacy meter/module face); 3) After (new meter/module face); 4) Post-installation site photo.

2.5.17 Booted Meters

For Client, if a boot (sleeve) is found on an electric meter during an AMI electric meter exchange, the newly installed meter shall also be booted. The Installer shall not reuse existing boots but install new boots provided by Client.

2.5.18 Cutting/Grinding Locks

Gardiner and Aclara SGS will perform cutting or grinding of locks on electric meters if required for up to 5% of the electric meter population. The Lock Cutting Fee listed on line 7.14 in Exhibit B will apply when this work is performed for any meter in excess of this 5%.

2.5.19 Exception Processes

In situations in which the meter cannot be installed, the Installer is responsible for accurately logging the issue by selecting the appropriate escalation code and documenting the situation with photographic evidence and supporting notes. During Installation Workshops, escalation codes will be identified.

2.6 Warehousing and Offices

2.6.1 Client shall provide warehouse as described in Section 3.2.3, which shall contain sufficient space in which Gardiner and Aclara SGS representatives can work.

2.6.2 Gardiner and Aclara SGS shall be responsible for inventory management only in a dedicated Gardiner/Aclara SGS section of System Owner's warehouse.

2.7 Inventory and Supply Chain Management

2.7.1 Gardiner and Aclara SGS shall manage warehousing and inventory including:

2.7.1.1 Electric and water meters and MTUs

- 2.7.1.2 Project-related consumables provided by Client as necessary.
- 2.7.2 Other Gardiner duties include:
 - 2.7.2.1 Receive and inspect incoming shipments of electric meters.
 - 2.7.2.2 If required, quarantine received meters to not allow installation of the devices until receiving notification from Client of the successful completion of sample testing.
 - 2.7.2.3 Account for inventory on a monthly basis.
 - 2.7.2.4 Enter inventory changes into ProField.
- 2.7.3 Gardiner and Aclara SGS shall be responsible for the care and proper handling of new and removed meters from delivery receipt, storage, deployment, transporting (from the field to the warehouse), re-packing to safely transport back to the meter shop or designated shipping point.
- 2.7.4 Gardiner and Aclara SGS will work with the Client to manage the process for any RMA or return of warranty defects of Aclara meters during the meter installation deployment period. Meters that have failed during installation will be classified as defective or damaged. Aclara SGS will package, stage and post failed meter quantities in its Inventory Management System.
- 2.7.5 If meters are received defective from the manufacturer, they are designated as defective and handled as such.

2.8 Call Services

Aclara SGS shall provide call services for scheduling of meter installation appointments for which Aclara SGS is responsible and for responding to incoming calls from consumers relating to the Project. Services shall include the ability to perform bi-directional warm transfers between Aclara SGS and Clients call centers. Aclara SGS calling hours of operation shall align with the hours of deployment services.

2.9 Fleet/Vehicles

All Aclara SGS vehicles shall display the appropriate Aclara SGS labeling to include a Client logo as approved by Client/System Owner.

2.10 Claims

Aclara SGS shall follow a claims resolution process mutually agreed upon during the Installation Workshops to handle customer claims associated with the services of this SOW.

2.11 Staffing Provisions

- 2.11.1 Gardiner and Aclara SGS shall be responsible for hiring, training, equipping, and managing field workers during the deployment.
- 2.11.2 To support the services outlined herein, Aclara SGS shall provide sufficient project management, field, warehouse and back-office personnel.
 - 2.11.2.1 Installation activities will be overseen by a local Field Supervisor who will manage the day-to-day operations of the installers, inventory assignments, field issue escalations, and be the primary point of contact with the Client on meter installation related operational and field issues.
- 2.11.3 Gardiner has used the following Prevailing Wage Rates to calculate meter installation prices for this project:
 - 2.11.3.1 Electric meter installations will be performed using Labor Class "Laborer Heavy Highway 2" for Trumbull County, OH at an hourly rate of \$32.05 with an additional hourly fringe rate of \$11.25 plus statutory costs.

- 2.11.3.2 Residential water meter installations (size 1" or below) will also be performed using Labor Class "Laborer Heavy Highway 2" for Trumbull County, OH at an hourly rate of \$32.05 with an additional hourly fringe rate of \$11.25 plus statutory costs.
- 2.11.3.3 Commercial water meter installations (size 1.5" or above) will be performed either by the Aclara SGS Field Supervisor or using Labor Class "Plumber Pipefitter Local 396" for Trumbull County, OH at an hourly rate of \$43.16 with an additional fringe rate of \$25.73 plus statutory costs.
- 2.11.3.4 Should the City or State alter the Prevailing Wage Rates required to perform any portion of this work, Gardiner will issue a Change Order to Client to cover the additional costs incurred.
- 2.11.4 Gardiner reserves the right to subcontract any portion of meter installation or other work.
- 2.11.5 Gardiner and Aclara SGS shall provide personnel with the requisite knowledge and skill sets to perform meter installation functions.
- 2.11.6 Gardiner shall be familiar with and observe established and accepted labor practices, procedures, and project agreements.
- 2.11.7 Gardiner shall have full responsibility for the conduct of employees employed on or in connection with the services (including the employees of any subcontractor) and will ensure that there is adequate, daily supervision of services.
- 2.11.8 Gardiner shall be responsible for ensuring personnel maintain any professional qualifications, licenses, permits, certifications and skills appropriate for the Services to be performed.
- 2.11.9 All employees hired or sub-contracted by Gardiner to provide the services listed in this document shall undergo and pass a pre-employment background check conducted under the auspices of Gardiner.
- 2.11.10 Gardiner and Aclara SGS shall comply with the federal Drug-Free Workplace Act of 1988 and maintain a Substance Abuse Program.
- 2.11.11 Gardiner and Aclara SGS Personnel shall be subject to drug testing upon hire.
- 2.11.12 Gardiner and Aclara SGS shall test its employees as appropriate throughout the performance of Services in accordance with its Substance Abuse Program.
- 2.11.13 Gardiner and Aclara SGS will provide IT resources on an on-going basis to support day to day operations during the field deployment throughout the course of the contract.

2.12 Training

- 2.12.1 Gardiner and Aclara SGS shall be responsible for training employees to perform the services outlined herein. Training shall include but is not limited to:
 - 2.12.1.1 Proper meter installation.
 - 2.12.1.2 Ability to identify:
 - 2.12.1.2.1 Electric Meters. Meter sockets (socket types, forms, etc.), service voltages, and service sizes.
 - 2.12.1.2.2 Water Meters. Meter sizes, lay lengths, and service line materials.
 - 2.12.1.3 Correct reading of meter registers.
 - 2.12.1.4 Operating and maintaining data transfer systems.
 - 2.12.1.5 Training on customer communication including managing customer contacts during the installation of meters. Aclara SGS shall train on procedures for managing difficult customer situations and resolutions.
 - 2.12.1.6 Recognize and respond properly to dangerous conditions and emergency

situations.

- 2.12.1.7 Recognize and report suspected theft of service (tampering).
- 2.12.1.8 Report abnormal operating conditions as defined during Workshops.
- 2.12.1.9 Recognize damaged services and respond appropriately to safety, service, and repair issues.
- 2.12.1.10 Identify energized meter enclosures and other unsafe meter situations.

2.12.2 Aclara SGS shall train up to five (5) Client staff on the use of ProField.

2.13 Safety Program

- 2.13.1 Gardiner shall maintain a documented safety program.
- 2.13.2 Gardiner shall provide personal protective equipment, uniforms, photo ID badges, and vehicle signage. Personal protective equipment must meet industry standards.

2.14 Quality Assurance

- 2.14.1 Gardiner will consistently follow its quality assurance program, use its best skill, judgment and efforts in providing Services and support to Client.
- 2.14.2 Gardiner and Aclara SGS's quality audit program consists of:
 - 2.14.2.1 In-progress audits performed by field supervisors; in the first 3-5 days of a new Installer starting to perform meter replacements, 20% of work is checked while in progress.
 - 2.14.2.2 In-progress and post-installation audits performed by field supervisors on an ongoing basis throughout the project.
 - 2.14.2.3 Installation data audit performed by back-office staff on a.) 100% of legacy meter reads and b.) up to 10% sample-based check of image quality.
- 2.14.3 If required to perform services inside of a property/home, Aclara SGS shall be courteous when entering the property/home and exercise care not to damage or soil flooring or other property.

3. Client Services and Responsibilities

Failure to provide the items below which result in interruptions or delays to installation schedule or otherwise increase Gardiner's costs will result in a Change Order to the Client.

3.1 Supply of Meters and Materials

- 3.1.1 Client will maintain a supply of meters to Aclara SGS adequate for supporting a minimum of 30-days of scheduled meter exchanges.
- 3.1.2 Client will provide all consumables required for installing Meters including but not limited to:
 - 3.1.2.1 Electric. Locking rings, meter base covers, disconnect boots, meter bands, locking devices.
 - 3.1.2.2 Water. Screws, covers, seals, wires, gaskets, washers.

3.2 Client Responsibilities

Client will work directly with Gardiner and Aclara SGS to provide the items below.

3.2.1 Pilot Installations

Client or System Owner will perform any pilot meter installations.

3.2.2 Disposal

Client shall be responsible for disposal of old materials and of any related hazmat.

3.2.3 Warehousing and Offices

- 3.2.3.1 Client will provide adequate space in System Owner's shared warehouse for Gardiner's and Aclara SGS's exclusive use and control (i.e., an area designated for Aclara SGS), including the necessary equipment, including fork lifts, pallet jacks, internet connection, and utilities.
- 3.2.3.2 The warehouse space will have ample secured parking for Gardiner and Aclara SGS's vehicles.
- 3.2.3.3 The warehouse space will have office facilities, equipment staging areas, bathroom facilities, etc., for use by Gardiner and Aclara SGS.
- 3.2.3.4 Should Aclara SGS deem the warehouse unacceptable from an operations or Environmental, Health, and Safety (EHS) standpoint, Client shall provide and pay for an acceptable warehouse space.

3.2.4 Black Out Periods

Client shall notify Gardiner and Aclara SGS prior to the commencement of the Project by route and by cycle of each blackout period that will occur during the Project.

3.2.5 Client Interactions and Data

- 3.2.5.1 Scheduling. Client shall work with Aclara SGS on appointment scheduling efforts, including providing enforcement language for communication materials that require residents to comply with appointment schedule efforts and shut-off notices.
- 3.2.5.2 Scripts. Client shall provide the scripts to be used in interactions with Clients end customers including, but not limited to, FAQ sheets, customer interaction prior to exchanging meters, appointment scheduling, and call center dialogue.
- 3.2.5.3 Problem Tickets. Client shall respond to ProField Problem Tickets within three (3) business days.
- 3.2.5.4 CIS Data.
 - 3.2.5.4.1 Following the Installation Workshop, Client shall provide Aclara SGS with an initial CIS file no less than four weeks from the agreed upon completion date of the ProField build.
 - 3.2.5.4.2 Client shall provide to Aclara SGS the CIS data needed to determine the location of meters to be installed as well as various other parameters, including but not limited to, accurate contact information, customers on life support, customers requiring appointments, CIS Service Order number, and customers with "booted" meters. Client shall cause System Owner to provide Aclara SGS a daily database re-fresh of the CIS data.

3.2.6 Repairs

Client will be responsible for performing repairs discovered during the installation process, which shall be escalated to Client via ProField.

4. Pricing

4.1 *The Hourly Rate in the pricing sheet applies to the following circumstances:*

- 4.1.1 When Aclara SGS's field staff is required to standby at a customer location awaiting instructions from the System Owner or arrival of their staff.
- 4.1.2 When Gardiner and Aclara SGS is asked to exchange or investigate a meter outside of Aclara SGS's deployment plan.
- 4.1.3 Troubleshooting properly installed equipment.

5. Changes

Any change to this Statement of Work shall be subject to mutual written agreement of the parties and shall be made in accordance with Attachment 5 hereto, Change Order, which is hereby incorporated by reference. Gardiner and Aclara SGS shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

Exhibit 1 to Attachment 2**ProField Licensing**

Aclara Smart Grid Solutions, LLC ("Aclara SGS" or "Contractor") is the developer and owner of an industry-leading proprietary mobile workforce management software ("ProField System"). Contractor also offers certain services associated with the ProField System. As such, CUSTOMER ("Client" or "Licensee") Client wishes to license specified modules of the ProField System, for the purpose of managing and tracking a workforce performing services for Client or Client's customer ("Project"). Client also wishes to obtain through Contractor certain 3rd party components such as hardware, software and data for the full use of the functionality and features of Licensed Software (as defined in Section A.1 hereafter). Accordingly, the terms under which the ProField software solution is licensed by Contractor to Client shall be governed by the terms set forth in this ProField Licensing Schedule ("Software Schedule").

Licensed Software. The modules of the ProField System licensed under this Agreement are identified below:

ProField Modules	Included
ProFieldCORE: OpsCenter, OnSite, Inventory, Reports	<input checked="" type="checkbox"/>
SafetyFirst	<input checked="" type="checkbox"/>
TrainingPlus	<input checked="" type="checkbox"/>
DayRoute	<input checked="" type="checkbox"/>
CustomerCare	<input checked="" type="checkbox"/>
VoltageRecording	<input type="checkbox"/>
ThermalImaging	<input type="checkbox"/>
AccuRead	<input type="checkbox"/>
SocketAnalysis	<input type="checkbox"/>

The Licensed Software is supplied in the following license components:

ProField Server, an application server;

ProField Web, web applications intended for use by management and supervisors, on personal computers.

3rd Party Software.

Client may obtain "Third Party Software" directly from the third parties or through Contractor. Use of the full feature set of the ProField System requires that certain third-party software. Whether obtained by Client directly from the third parties or through Contractor, Client will in each case be the Client of the Third-Party Software and is solely responsible for compliance with applicable license terms and conditions.

The 3rd Party components obtained through Contractor by Owner under this Agreement are set forth below:

3 rd Party Software	Included
ProFieldCORE	
Bing	<input checked="" type="checkbox"/>
Soti	<input checked="" type="checkbox"/>

Type of License.

Licensed Software will be hosted on Contractor's private cloud.

License

Grant of Licenses. Subject to the terms and conditions of this Software Schedule, including without limitation the pricing, types and quantities of ProField System modules and the timely and full receipt of payment in accordance with the terms of this Software Schedule, Contractor grants to Licensee a non-exclusive, non-transferable, non-sublicensable, non-assignable, fully paid-up, royalty-free licenses to access and use the Licensed Software for the sole purpose of performing work on the Project.

Licensee End Users. Prior to commissioning the Licensed Software, Licensee shall supply a list of the names of all users who are authorized to use the Licensed Software. Licensee shall keep the list current at all times and promptly inform Contractor of any change in Licensee End Users. Licensee will strictly enforce each Licensee End User's user identification and password controls, to ensure that Licensee End User's identity is not used to access the Licensed Software by any other person.

License Restrictions. Notwithstanding anything to the contrary contained in this Software Schedule, Licensee acknowledges and agrees that it shall not, directly or indirectly: (i) sublicense, assign, sell, lease or otherwise transfer the rights to use all or any part of the Licensed Software; (ii) alter or permit a third party to alter all or any part of the Licensed Software; (iii) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from all or any part of the Licensed Software; (iv) modify, translate, adapt, alter or create derivative works from all or any part of the Licensed Software (v) allow access to all or any part of the Licensed Software by anyone that is not a designated Licensee End User; (vi) use all or any part of the

Licensed Software in a manner that interferes with, degrades, or disrupts the integrity or performance of any Contractor technologies, services, systems or other offerings, including data transmission, storage and backup; (vii) circumvent or disable any security features or functionality associated with all or any part of the Licensed Software; (viii) input or otherwise use in conjunction with all or any part of the Licensed Software any Licensee information that actually or potentially infringes or misappropriates a copyright, trade secret, trademark or other intellectual property right of any third party; (ix) input or otherwise use in conjunction with all or any part of the Licensed Software any Licensee information that constitutes or contains anything that is obscene, defamatory, harassing, offensive or malicious, including malicious code, adware, viruses, Trojan horses or other malware; (x) use all or any part of the Licensed Software to provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of all or any part of the Licensed Software; or (xi) use all or any part of the Licensed Software in any manner prohibited by law.

Pricing and Payment Schedule

Licensee will pay the amounts and in accordance with the terms specified in the applicable Statement of Work, dated SOW-DATE, as applicable.

Proprietary Rights

Ownership of Licensed Software. Title, ownership rights, and intellectual property rights in the Licensed Software are, and shall at all times remain, with Contractor. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Contractor's ownership of or rights with respect to the Licensed Software. The Licensed Software and the ProField System are protected by copyright, patent, trade secret and other intellectual property laws and by international treaties. Licensee expressly acknowledges and agrees that it obtains no intellectual property rights or licenses in or to the Licensed Software, any ProField modules, or the ProField System except for the rights expressly granted herein. All trademarks used in connection with the Licensed Software, the ProField modules and ProField System are owned by Contractor and no license to use any such trademarks is provided hereunder.

Licensee Data. Licensee is solely responsible for collecting, inputting, and updating all data and content related to Licensee's use of the Licensed Software ("**Licensee Data**"). The Licensee Data shall be regarded to be Licensee Confidential Information. As between Contractor and Licensee, Contractor expressly acknowledges and agrees that Licensee shall own all right, title and interest in and to any Licensee Data, and that Contractor shall access, store or use Licensee Data only for the purpose of enabling Licensee to make use of the Licensed Software as specified herein (and for no other purpose) and shall not disclose Licensee Data to any third party except as may be expressly directed by Licensee in advance in writing.

Feedback. Suggestions or ideas provided by Licensee pertaining to the Licensed Software or the ProField System or any modification or implementation thereof ("**Feedback**"), once given, shall become the property of Contractor, and nothing in this Software Schedule or in the Parties' dealings arising out of or related to this Software Schedule will restrict Contractor's right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensating Licensee. Licensee agrees that its provision of

Feedback does not afford it any intellectual property or any other right, title, or interest in or to software, inventions, or other assets created by Contractor.

Disclaimer of Warranties

NEITHER PARTY MAKES ANY REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED. In particular, Licensee acknowledges and agrees that the Licensed Software may be subject to interruption, limitations, delays, and other problems inherent in the use of software applications, especially when used in conjunction with data plans provided by third parties and Third- Party Software. Contractor is not responsible for any such delays, delivery failures, or any other damage resulting from events beyond Contractor's reasonable control, without regard to whether such events are reasonably foreseeable by Contractor. CONTRACTOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR ANY THIRD- PARTY SOFTWARE UTILIZED BY LICENSEE SHALL BE PROVIDED WITHOUT ERROR.

Term

This Software Schedule shall commence on the date set forth in the Statement of Work No. 1 and shall continue in full force and effect for the term set forth therein.

Actions upon Expiration or Termination of the Software Schedule

Cessation of Use of Licensed Software. Upon expiration or termination of the Software Schedule, Licensee shall immediately cease to use the Licensed Software.

Return of Leased Hardware. In the event that Licensee has opted to lease Hardware from Contractor, Licensee shall promptly (but in no event longer than five (5) business days after expiration or termination of the Contract return all such leased Hardware to Contractor. Returned Hardware shall be in working order, and in their original condition as provided to Licensee, with reasonable wear and tear consistent with their normal use excepted. Licensee shall be solely responsible for any cost or expense associated with the repair or replacement of any damaged or lost Hardware, and Contractor shall not charge any premium therefor, but shall pass such cost or expense through to Licensee at Contractor's actual cost.

Attachment 3

to

Exhibit A Statement of Work

Energy Management

1. Building LED Lighting Retrofit

The following scope of work shall apply to all buildings included in the detailed audit sheets. Materials to be furnished and work to be performed shall include:

- Supply all necessary lamps, ballasts and fixtures to complete work
- Provide one (1) set of product literature for all components installed.
- All fixtures and lenses that are replaced or retrofitted must be wiped clean.
- All miscellaneous material and labor including but not limited to wire, wire nuts, replacement sockets, tombstones.
- Travel and disposal cost will be included in the price.
- Work shall be performed in such a manner so as to cause minimum disruption to the normal operation of the City. The requirement of work undertaken during times other than normal working hours shall be included as necessary.
- GARDINER to provide any lifts, scaffolds, booms and ladders, etc.
- The lighting renovation shall include the replacement of the existing ballasts (where applicable) with electronic ballasts and T8 lamps.
- Replacement of yellowed or broken lenses shall be included as a part of this work
- Broken sockets shall also be replaced with new.
- All work areas shall be completely clean following completion of the work in that area. Disposal of all lamps and ballasts are the responsibility of this GARDINER.

Lighting Scope of Work

City Hall Building Area	Fixture Type	Lamps	Fixture Qty	Proposed
Wall-packs	MH-MH175-1	1	2	NEW LED LG WALL PACK
Wall-packs	MH-MH250-1	1	3	NEW LED LG WALL PACK
Ground Floods	LED-L40-1	1	2	***LEAVE AS IS***
Wall-pack	MH-MH150-1	1	1	NEW LED LG WALL PACK
Flood	HPS-HPS400-1	1	1	NEW LED SLIPFITTER MOUNTED FLOOD
Police Garage	HAL-H75-1	1	5	LED A LAMP SCREW-IN
Wall sconces	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE

Water Treatment Plant Building Area	Fixture Type	No. of Lamps	Qty	Proposed
Old Evidence Room	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Wall-packs	HPS-HPS400-1	1	4	NEW LED LG WALL PACK
Entry	LED-L16-1	1	2	***LEAVE AS IS***
Entry	INCAN-I80-1	1	2	LED A LAMP SCREW-IN
Flood	HAL-H75-2	2	3	LED PAR38 SCREW-IN
Flood	MH-MH150-1	1	5	NEW LED KNUCKLE MOUNT FLOODLIGHT
Door light	INCAN-I100-1	1	2	LED A LAMP SCREW-IN
Security	MH-MH250-1	1	1	***REMOVE***
Entry Hallway	LIN-LED-L15T8LED-2	2	8	DIRECT WIRE 4' 2-LAMP LED TUBE
Lab	LIN-LED-L15T8LED-2	2	6	DIRECT WIRE 4' 2-LAMP LED TUBE
Office	LIN-LED-L15T8LED-2	2	3	DIRECT WIRE 4' 2-LAMP LED TUBE
Restroom	LIN-LED-L15T8LED-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Filter operating Room	LED-L40-1	1	4	***LEAVE AS IS***
Filter operating Room	MH-MH250-1	1	4	NEW LED TRUNNION MOUNT FLOOD
Carbon building	F-F32T8-2	2	5	DIRECT WIRE 4' 2-LAMP LED TUBE
Tank Dome	CFL-CFT13W-2 PIN	1	4	NEW 2PIN LED PLUG-IN LAMP
Tank Dome	HAL-H75-1	1	2	LED PAR38 SCREW-IN
Filter Room	F-F32T8-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE

Waste Water Plant Building Area	Fixture Type	No. of Lamps	Qty	Proposed
Wall-packs	MH-MH250-1	1	9	NEW LED LG WALL PACK
Poles	HPS-HPS400-1	1	6	NEW LED POLE SHOEBOX ROUND BRONZE
Wall-pack	MH-MH250-1	1	15	NEW LED LG WALL PACK
Security light above outdoor holding tanks	MH-MH250-1 POLE SLIP	1	34	NEW LED POLE FLOOD
Poles	MH-MH400-1	1	3	NEW LED POLE SHOEBOX ROUND BRONZE
Pump garage	MH-MH200-1 CANOPY	1	2	NEW LED SURFACE CANOPY
Lab	LIN-LED-L15T8LED-2	2	12	DIRECT WIRE 4' 2-LAMP LED TUBE
Stairwell	LED-L40-1	1	3	***LEAVE AS IS***
Generator room	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Restrooms	LED-L40-1	1	2	<< ENTER PRODUCT CODE >>
Closet	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Lab hallway	LIN-LED-L11T8LED-2 2X2	2	2	***LEAVE AS IS***
Administration	CFL-CF13W-1	1	7	NEW 2PIN LED PLUG-IN LAMP
Administration	LIN-LED-L15T8LED-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE
Breakroom	LIN-LED-L15T8LED-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE
Office administration	LED-L16-1	1	1	***LEAVE AS IS***
Office administration	LIN-LED-L15T8LED-2	2	3	DIRECT WIRE 4' 2-LAMP LED TUBE
Stairwell	INCAN-I60-1	1	5	LED A LAMP SCREW-IN
Basement	LED-L25-1 4' VAPORTITE	1	17	NEW 4' LED STRIP
Basement	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Basement	LED-L25-1 8' CHANNEL	1	5	NEW 8' LED STRIP
Basement	LED-L25-1 4' CHANNEL	1	1	NEW 4' LED STRIP
Grit Area building	LED-L100-1	1	7	NEW LED SURFACE CANOPY
Primary pumps Room	F-F32T8-2	2	18	DIRECT WIRE 4' 2-LAMP LED TUBE
Aeration Room	F-F32T8-2	2	8	DIRECT WIRE 4' 2-LAMP LED TUBE
RAS Building	F-F32T8-2	2	6	DIRECT WIRE 4' 2-LAMP LED TUBE

Front walkway First Floor	LIN-LED-L20T8LED-4	4	5	DIRECT WIRE 4' 4-LAMP LED TUBE
Front walkway First Floor	LED-L40-1	1	1	***LEAVE AS IS***
Courtroom	UFL-FU31T8/6-2	2	33	DIRECT WIRE 4' 2-LAMP LED TUBE U-TUBE
Judges Quarters Restroom	INCAN-I80-1	1	4	LED A LAMP SCREW-IN
Hallway	F-F32T8-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Office rooms by courtroom	F-F32T8-2	2	8	DIRECT WIRE 4' 2-LAMP LED TUBE
Clerk courts area	2X4 FLAT	1	14	***LEAVE AS IS***
TV Room	F-F40T12-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Restroom	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Vault	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
City Manager's Office	F-F32T8-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE
City Clerks	F-F32T8-2	2	6	DIRECT WIRE 4' 2-LAMP LED TUBE
City Manager Hallway	F-F32T8-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Closet city manager	CFL-CFQ26W-1	1	1	LED A LAMP SCREW-IN
Law enforcement hallway	F-F40T12-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Law enforcement hallway	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Law enforcement	F-F40T12-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
Mayors office	F-F40T12-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Second Floor Hallway	F-F32T8-3	3	3	DIRECT WIRE 4' 3-LAMP LED TUBE
Second Floor Hallway	F-F32T8-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
Restroom second Floor Hallway	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Second Floor Closet	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Stairwell	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Stairwell	F-F32T8-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Stairwell	LIN-LED-L18T8LED-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
First Floor Closet	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Fire House Garage	F-F40T12-2	2	20	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House Garage	F-F96T12-2	2	12	DIRECT WIRE 4' 4-LAMP LED TUBE
Fire house hallway	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House	F-F32T8-4	4	6	DIRECT WIRE 4' 4-LAMP LED TUBE
Fire House Kitchen	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House Kitchen	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Fire House Restroom	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House Restroom	INCAN-I60-1	1	2	LED A LAMP SCREW-IN
First Floor Restroom	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Police Department	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Department records Area	F-F32T8-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Department BAC	F-F32T8-3	3	2	DIRECT WIRE 4' 3-LAMP LED TUBE
Police Mail Room	F-F32T8-4	4	1	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Holding Cells	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Holding Cells	CFL-CF36W-1	1	3	LED A LAMP SCREW-IN
Chiefs Area	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Sergeant Office	F-F32T8-4	4	1	DIRECT WIRE 4' 4-LAMP LED TUBE
Before Chiefs Office	F-F32T8-4	4	1	DIRECT WIRE 4' 4-LAMP LED TUBE
Chiefs Office	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Vault	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Basement Hallway	LIN-LED-L18T8LED-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Basement evidence Room	F-F40T12-4	4	4	DIRECT WIRE 4' 4-LAMP LED TUBE
Weight room basement	CFL-CF36W-1	1	2	LED A LAMP SCREW-IN
Weight room basement	CFL-CF36W-1	1	2	LED A LAMP SCREW-IN
Old Evidence Room	INCAN-I80-1	1	4	LED A LAMP SCREW-IN

Equipment Garage	LED-L25-1	2	6	***LEAVE AS IS***
Equipment Garage	F-F32T8-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Vehicle Garage	LED-L25-1	1	12	***LEAVE AS IS***
Vehicle Garage	F-F32T8-3	3	9	DIRECT WIRE 4' 3-LAMP LED TUBE
Vehicle Garage	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE

Grounds Maintenance Buildings		Fixture	No. of		
Building Area	Type	Lamps	Qty	Proposed	
800 Bldg	F-F96T12/HO-2	2	8	NEW 8' LED STRIP	
Salt Shed	MH-MH250-1	1	1	NEW LED TRUNNION MOUNT FLOOD	
700 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP	
900 bldg	F-F96T12/HO-2	2	12	NEW 8' LED STRIP	
900 bldg	INCAN-I100-1	1	1	LED A LAMP SCREW-IN	
600 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP	
500 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP	
400 bldg	F-F96T12/HO-2	2	9	NEW 8' LED STRIP	
400 bldg	LIN-LED-L15T8LED-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE	
300 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP	
200 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP	
100 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP	

2. Building Automation

The following scope of work shall apply to all buildings included in the detailed audit sheets. Materials to be furnished and work to be performed shall include:

A. Municipal/Administration Building

Gardiner will install KMC App-Stats for the furnaces & UH'S and replace the Carrier VVT system with the KMC Changeover bypass system. Each HVAC unit will be stand-alone control (not networked)

- Firehouse – (2) Gas Fired UH'S.
- Basement – (2) Gas Fired Furnaces with Split DX.
- 2nd floor - (3) Gas Fired Furnaces with Split DX.
- Carrier Gas Fired Furnaces (Twinned) – carrier VVT System with (6) Zones & (1) Bypass.

Attachment 4

to

Exhibit A Statement of Work

Expected Financial Benefits

Exhibit 1. Projected Annual Cash Flows from AMI and Energy Management Projects

Project Annual Cash Flow Sheet

	Increased Revenues	Ops Savings	Total Annual Savings
<i>Construction</i>	\$167,610		\$167,610
1	\$372,467	\$78,943	\$451,410
2	\$379,916	\$78,943	\$458,859
3	\$387,515	\$78,943	\$466,458
4	\$395,265	\$78,943	\$474,208
5	\$403,170	\$78,943	\$482,113
6	\$411,234	\$78,943	\$490,177
7	\$419,458	\$78,943	\$498,401
8	\$427,848	\$78,943	\$506,791
9	\$436,404	\$78,943	\$515,347
10	\$445,133	\$78,943	\$524,076
11	\$454,035	\$78,943	\$532,978
12	\$463,116	\$78,943	\$542,059
13	\$472,378	\$78,943	\$551,321
14	\$481,826	\$78,943	\$560,769
15	\$491,462	\$78,943	\$570,405
Total	\$6,608,837	\$1,184,145	\$7,792,982

Exhibit 2. Construction Period Savings = 45% of Annual Savings from Exhibit 3

Source of Project Benefits	Annual Increase in Utility Revenue
Meter Reading Staff Reduction	
Avoided Utility Theft (1% of Electric, water ,sewer)	\$38,497.05
LED Lighting Operations Savings	
HVAC/LED Lighting Energy Savings	
Increased Electrical billable useage (3%)	\$72,558.00
Increased Water Billable Useage (3%)	\$23,485.05
Increased Sewer Billable Useage (3%)	\$18,287.55
Elimination of Meter Re-Reads (electrical)	
Elimination of Meter Re-Reads (water)	
Trumbull County /Braceville meter	\$14,782.50
Elimination of Shut-offs/ turn on Electrical	
TOTAL INCREASED UTILITY REVENUE	\$167,610.15

Exhibit 3. Measured Project Benefits (non-Guaranteed)

The project benefits identified below shall be Measured Project Benefits (non-guaranteed) under this exhibit. Gardiner will supply an annual report on the achievement of the expected measured project benefits.

Source of Project Benefits	Annual Increase in Utility Revenue	Annual Operational Savings	Description
Meter Reading Staff Reduction		\$3,000.00	
Avoided Utility Theft (1% of Electric, water ,sewer)	\$85,549.00		AWWA Standard
LED Lighting Operations Savings		\$2,536.00	
HVAC/LED Lighting Energy Savings		\$25,407.00	Calculated through Audit
increased Electrical billable useage (3%)	\$161,240.00		
Increased Water Billable Useage (3%)	\$52,189.00		
Increased Sewer Billable Useage (3%)	\$40,639.00		
Elimination of Meter Re-Reads (electrical)		\$21,120.00	449/year - 2 FTE's@10/day = 44 days@ \$480/Day
Elimination of Meter Re-Reads (water)		\$21,120.00	449/year - 2 FTE's@10/day = 44 days@ \$480/Day
Trumbull County /Braceville meter	\$32,850.00		Per new revenue results
Elimination of Shut-offs/ turn on Electrical		\$5,760.00	120/year - 2 FTE's@10/month=12 days@480/Day
TOTAL INCREASED UTILITY REVENUE	\$372,467.00	\$78,943.00	

TOTAL ALL REVENUE/SAVINGS SOURCES \$451,410.00

Attachment 5**to****Exhibit A Statement of Work****Change Order Procedure**

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the Gardiner, Client or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule;
and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Gardiner and its subcontractors will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____

2. Define the impact, if any, on existing work product: _____

3. Define additional work product required as a result of the requested change, if any: _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:

Gardiner

By: _____

Print name: _____

Title: _____

Date: _____

Accepted By:

City of Newton Falls Light and Power

By: _____

Print name: _____

Title: _____

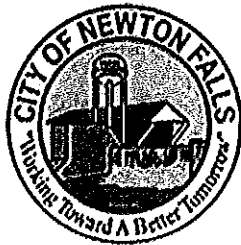
Date: _____

Attachment 6
to
Exhibit A Statement of Work
Gardiner Intelligent Services Support

Intelligent Service

Intelligent Service Agreement
CONTRACT PRESENTED TO:

City of Newton Falls
19 North Canal St.
Newton Falls, OH 44444



PROJECT AND/OR LOCATION:

City of Newton Falls
Various Locations

Agreement No:

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION: **Newton Falls City Hall** **Newton Falls Waste Water Treatment Plant**
 Newton Falls Water Plant **Newton Falls Finance Building**

Automated Meter Infrastructure

GARDINER COMPANY, herein referred to as the Service Company, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by the Service Company.

The agreement price is as follows:

	Annual Amount	Monthly Amount
Base Agreement – One Year	\$22,127	\$1,844
Option – Year Two and Three	\$20,527 ea.	\$1,711

Any repairs of equipment are provided outside the scope of this agreement. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If you are tax exempt, please include your tax exemption certificate. This price is to be adjusted in future years as herein provided.

This agreement is effective from _____ **through** _____, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: **Kevin Pugely** Date:
 Sustainability Services

CUSTOMER ACCEPTANCE:

SERVICE COMPANY APPROVAL:

Signature:

Signature:

Kevin Pugely

Title:

Title:

Sustainability Services

Acceptance Date:

Purchase Order No:

GARDINER COPY

SCOPE OF SERVICE – INTELLIGENT SERVICES

PROJECT & LOCATION: Newton Falls City Hall Newton Falls Waste Water Treatment
 Plant

 Newton Falls Water Plant Newton Falls Finance Building

 Automated Meter Infrastructure

OPERATIONAL SUPPORT	INTELLIGENT SERVICES
<ul style="list-style-type: none"> • Field Support <ul style="list-style-type: none"> • On-Site Operational Reviews – Semi Annually • Remote Operational Reviews 	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Help Desk Support 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Water and Electric AMI Analytics – Semi-Annually 	<input checked="" type="checkbox"/>

INTELLIGENT SERVICES

Field Support

The operator interface is the key to the performance of the building temperature control, automation system and Automated Meter Infrastructure (AMI) and ultimately the energy efficiency and the productivity of the facility. The Operational Reviews are designed to allow the Intelligent Services technician to inspect the database to help ensure proper operation. Time-of-day equipment scheduling, date, time, temperature settings, and alarm logs will be reviewed and any minor changes will be made as directed. In the event there are immediate needs of the City, the technician's time can be spent troubleshooting known issues.

On-Site Operational Reviews – City Hall, WWTP, Water Plant, Finance Building, AMI

- Investigate documented issues from the client
- Review and take corrective action on issues discovered through client review.
 1. Programming modification
 2. Sensor calibration / verification (if necessary)
 3. Set-point modifications
 4. Evaluate faulted AMI components
- Training
- Recommended Software maintenance and upgrades
- Provide a written report of completed work, and indicate any uncorrected deficiencies.

Help Desk Support – All Buildings

The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with minor questions related to the operation of the facilities and AMI systems. They can help assist with such things as:

- Set point changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation
- Informal training

INTELLIGENT SERVICES

Water and AMI Analytics

Gardiner will supply 2 semiannual reports documenting results of the Automated Meter Infrastructure (AMI) program. Gardiner Energy Engineers will analyze and interpret data into recommended action items to improve your improve AMI performance.

Results and recommendations will be presented in summary reports including the following areas:

- Meter reading staff reductions or Re-allocations
 - Vehicle Cost reductions
 - Replacement of Neptune Reading Devices
 - Water Meter Replacement Costs
 - Electric meter Replacement Costs
 - Avoided Utility Theft
 - Avoided Bad Debt write-offs
 - Increased Department efficiencies
 - Increase in water meter accuracy
 - Increase in electric meter accuracy
 - Decrease in net water loss billable
- **Annual Report**
 - Detailed Energy Saving utility report on all buildings that are part of the base project.

TERMS & CONDITIONS

ACCEPTANCE

If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company LLC dba GARDINER ("GSC"), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is GSC's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by GSC on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

PAYMENT TERMS

Customer shall pay GSC's invoices within net thirty (30) days of invoice date. GSC will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by GSC in attempting to collect amounts due.

ASBESTOS & HAZARDOUS MATERIALS

GSC's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

INDEMNIFICATION

GSC and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

NO-HIRE; NO-SOLICITATION

Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

WARRANTY

GSC guarantees service work and all materials of GSC's manufacture against defects in workmanship for 365 days from date of completion of work and will repair or replace such products or components as GSC finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On

machinery and materials furnished by GSC, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

All claims, causes of action or legal proceedings against GSC arising from GSC performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. IN NO EVENT SHALL GSC'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GSC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GSC DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

DISPUTES & CHOICE OF LAWS

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgement upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discovery shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

ENTIRE AGREEMENT

These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between GSC and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GSC.

CONTRACT AMOUNT: \$ 3,041,203.00

CONTRACT AMOUNT: \$ 22,127.00 (1st year IS agreement)

ASSIGNMENT

Neither GSC nor Customer may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party.

CUSTOMER SIGNATURE OF ACCEPTANCE

DATE

GSC REPRESENTATIVE

DATE

ORDINANCE 2020-08

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 121, SECTION 121.02 OFFICERS AND STAFF (b) COUNCIL STAFF IN REFERENCE TO DELIVERY OF COUNCIL AGENDA AND DOCUMENTATION.

(Sponsored by: Councilman John Baryak, Ward 2)

WHEREAS, Newton Falls Codified Ordinance Chapter 121, Section 121.02 Officer and Staff (b) Council Staff requires agendas and documentation to be delivered to the Mayor and Council members by noon Saturday prior to the Monday Council meeting; and

WHEREAS, Council wishes to receive the agenda and documentation earlier to have more time to read and review the information.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: Newton Falls Codified Ordinance, Chapter 121, Section 121.02 Officers and Staff (b) Council Staff shall be amended as follows:

121.02 OFFICERS AND STAFF.

(b) Council Staff. The City Manager, the City Clerk, Director of Law, and the Director of Finance shall constitute the Council staff. The City Manager shall be the executive officer of the staff. The City Manager, with the help of the Council staff, the Mayor and Council, shall prepare the agenda for each regular and special Council meeting, together with necessary documentation. The agenda and such documentation shall be delivered to the Mayor and Council members, at their residence or place of business, by ~~noon Saturday~~ **4:00 p.m. Thursday** prior to the Monday Council meeting. Any addition to the prepared agenda governing the meeting shall be approved by a majority vote of Council members present, before it can be added to the agenda. (Res. 3865. Passed 1-21-85.)

SECTION II: Any ordinance or parts of ordinance in conflict with the context of this ordinance are hereby repealed.

PASSED IN COUNCIL THIS ____ DAY OF MARCH 2020.

MAYOR, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

ORDINANCE 2020-11

AN ORDINANCE AUTHORIZING A TRANSFER OF FUNDS FROM THE TREASURY INVESTMENT BOARD TO THE GENERAL FUND FOR CORONAVIRUS RELATED URGENT ACTIVITIES AND DECLARING AN EMERGENCY.

(Sponsored by Ward 3 Councilman Lyle Waddell, At-large Councilman Tarry Alberini and City Manager David Lynch)

WHEREAS, the President of the United States and the Governor of the State of Ohio have declared that all persons of this State are in a State of Emergency; and

WHEREAS, the City of Newton Falls wishes to be prepared to engage in urgent expenses to deal with Coronavirus related issues, in instances where there is not time to convene City Council for budget approval and;

WHEREAS, The President and Governor have extended the deadline for citizens to file their income tax to 15 June 2020 which will have a significant effect on the previous anticipated income of the City; and

WHEREAS, Council wishes to allow the City Manager to take immediate action in response to any necessity arising from the Coronavirus emergency.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: That there is a transfer from the Treasury Investment Board main Account with UBS Financial Services to the General Fund in the sum of \$462,000.00 (Four Hundred Sixty-two Thousand dollars) following the process of transferring funds per O.R.C. 5705-16 to be applied by the City Manager for Coronavirus related urgent activities or general fund income void.

SECTION II: That the City Manager is required to report to Council on the utilization of said funds within thirty days of use, and to Finance Director is authorized to determine the applicable amount numbers so that said transfer is made in a fashion most economically advantageous to the City.

SECTION III: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the citizens of the City of Newton Falls the reason for the emergency being the need to have this in effect by the earliest possible date and have funds available if needed as related to the Coronavirus expenses.

PASSED IN COUNCIL THIS 6TH DAY OF APRIL 2020.

Mayor Kenneth A. Kline

ATTEST: _____
Kathleen M. King, City Clerk

RESOLUTION 13-2020

**AN RESOLUTION AUTHORIZING ALL ACTIONS
NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC
ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY
GRANT.**

(Sponsored by Mayor Kline, Ward 1 Councilman Zachary Svette, Ward 3 Councilman Lyle Waddell, Ward 4 Councilman Sandra Breymaier, at-large Councilman Tarry Alberini and City Manager David Lynch)

WHEREAS, the City of Newton Falls, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant for 2020 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City of Newton Falls wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to Council to receive one or more NEC Grant(s); and

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY RESOLVES:

SECTION 1. This Council of the City of Newton Falls finds and determines that it is in the best interest of the City of Newton Falls to enter into the Grant Agreement to accept the NEC Grant(s) for 2020 and authorizes the City Manager to execute the grant Agreement to accept the NEC Grant(s) funds.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

PASSED IN COUNCIL THIS ____ DAY OF _____ 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

RESOLUTION 14-2020

A RESOLUTION DECLARING THE CITY OF NEWTON FALLS IN A STATE OF EMERGENCY IN ORDER FOR THE CITY MANAGER TO HAVE NECESSARY FLEXIBILITY TO ADDRESS THE OPERATIONAL IMPACT OF THE PUBLIC HEALTH EMERGENCY CREATED BY THE COVID-19 CORONAVIRUS.

(Sponsored by Mayor Kline, Ward 1 Councilman Zachary Svette, Ward 3 Councilman Lyle Waddell, Ward 4 Councilman Sandra Breymaier, at-large Councilman Tarry Alberini and City Manager David Lynch)

WHEREAS, The President of the United States and the Governor of Ohio have declared that all persons of this State are in a State of Emergency; and

WHEREAS, The Newton Falls City Council acknowledges the declaration and emergency situation; and

WHEREAS, In order to efficiently and effectively operate the City during this declaration Newton Falls City Council per Charter Article VIII, Section 3 hereby acknowledges that an emergency exists in relation to the health emergency created by the Covid-19 Coronavirus.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: The Newton Falls City Council per Charter, Article VIII, Section 3 hereby declares that an emergency exists in the City of Newton Falls in relation to the public health emergency created by the Covid-10 Coronavirus.

SECTION II: Newton Falls City Council authorizes the City Manager to take any necessary actions related to the emergency in order to operate the City and keep the citizens and employees safe during this health emergency.

PASSED IN COUNCIL THIS 6TH DAY OF APRIL 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Kathleen M. King, City Clerk

WAIVER OF CONFLICT OF INTEREST

The City of Newton Falls, Ohio waives any claim of conflict of interest by reason of David DeChristofaro's, and his various business entities, (hereafter David DeChistofaro) actions in his capacity to develop State Route 5. The City acknowledges that David DeChristofaro has represented the City this development and agrees that David DeChristofaro, may continue to represent the City in connection with the transactions contemplated by the attached email dated 24 March 2020 and acknowledges a waiver of any conflict of interest arising out of his business relationship with his private practice and the Cafaro Company and J.J. Cafaro Investment Trust, LLC..

DATE

DAVID M. LYNCH- CITY MANAGER
CITY OF NEWTON FALLS, OH