

\$5,289,403
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF JANUARY 8, 2014, BETWEEN
JOHNSON CONTROLS, INC., AS LESSOR, AND THE
CITY OF PETERSBURG, VIRGINIA, AS LESSEE

CLOSING DATE: JANUARY 8, 2014

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Equipment Lease Purchase Agreement, with the following Exhibits attached:
Exhibit A: Equipment Schedule.
Exhibit B: Payment Schedule.
2. Escrow Agreement, with the following Exhibit attached:
Exhibit A: Certificate of Acceptance and Payment Request.
3. Lessee's Closing Certificate, with evidence of authorization of Equipment Lease Purchase Agreement attached.
4. Essential Use Certificate.
5. Performance Contract, as amended.
6. Goods and Services Contract.
7. Payment and Performance Bonds, together with dual obligee rider.
8. Evidence of Insurance.
9. Non-Arbitrage Certificate and Tax Covenants, with the following Exhibit attached:
Exhibit A: IRS Form 8038-G.
10. Certificate of Capital One.
11. Receipt for Purchase Price.
12. Opinion of Lessee's Counsel.
13. Opinion of Special Tax Counsel.
14. UCC-1 Financing Statements:
 - A. Respecting the Equipment.
 - B. Respecting the Assignments.

**Document
Number**

15. Notices of Assignment:

- A. Relating to Assignment and Assumption from Johnson Controls, Inc. to Grant Capital Management, Inc.
- B. Relating to Assignment from Grant Capital Management, Inc. to Capital One Public Funding, LLC.

16. Assignments:

- A. Assignment and Assumption from Johnson Controls, Inc. to Grant Capital Management, Inc.
- B. Assignment from Grant Capital Management, Inc. to Capital One Public Funding, LLC.

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EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the "Agreement"), is dated as of January 8, 2014, between **JOHNSON CONTROLS, INC.**, a corporation organized and existing under the laws of the State of Wisconsin, as Lessor ("Lessor"), and the **CITY OF PETERSBURG, VIRGINIA**, a political subdivision existing under the laws of the Commonwealth of Virginia, as Lessee ("Lessee"), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

"Equipment" means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in **Section 35**.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease Term" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 6**.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Maximum Lease Term" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

"Purchase Price" means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"Rental Payment Dates" means the dates set forth on the Payment Schedule on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“State” means the Commonwealth of Virginia.

“Vendor” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of,

substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Maximum Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, if any, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements through June 30, 2012. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under the Agreement since June 30, 2012.

(s) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 6** or **Section 31**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 8**;
- (b) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or
- (d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 7. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 8** and **Section 12**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 9. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Except as provided in Section 8, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under

this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also provide to Lessor a payment and performance bond naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor

at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Within 180 days after the end of each fiscal year, Lessee will provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. **LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL**

DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option. Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until Lessee has received written notice of the name and address of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or

assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Subject to the provisions of **Section 8**, any of the following will be "Events of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;
- (e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

JOHNSON CONTROLS, INC.

By: Charles F. Favina
Name: Charles F. Favina
Title: Regional G.M.

Address: 60 Loveton Circle
Sparks, MD 21152

CITY OF PETERSBURG, VIRGINIA

By: _____
Name: William E. Johnson, III
Title: City Manager
Address: 135 N. Union Street
Petersburg, VA 23803

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

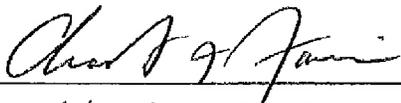
I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from July 1 to June 30.

DATED: January 8, 2014.

By: _____
Name: Nykesha Jackson
Title: Clerk of Council

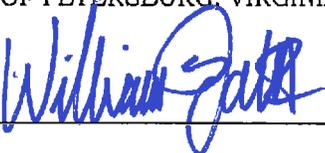
IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

JOHNSON CONTROLS, INC.

By: 
Name: Charles F. Favina
Title: Regional G.M.

Address: 60 Loveton Circle
Sparks, MD 21152

CITY OF PETERSBURG, VIRGINIA

By: 
Name: William E. Johnson, III
Title: City Manager

Address: 135 N. Union Street
Petersburg, VA 23803

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from July 1 to June 30.

DATED: January 8, 2014.

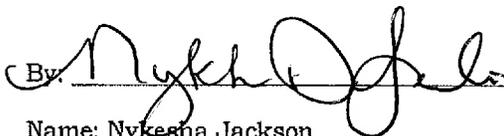
By: 
Name: Nykesha Jackson
Title: Clerk of Council

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Energy savings improvements set forth in the Performance Contract dated October 28, 2013, as amended, between Lessee and Lessor, as described in "Schedule 1 - Scope of Work" attached hereto, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof.

The Equipment will be located at the following locations:

- Water meter improvements - City Wide
Petersburg, VA
- Public Utilities Division
424 St. Andrew Street
Petersburg, VA

and such other locations as are described in "Schedule 1 - Scope of Work" attached hereto.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Deutsche Bank Trust Company Americas, as escrow agent, pursuant to the Escrow Agreement dated as of January 8, 2014, among Grant Capital Management, Inc., as assignee of Lessor, Lessee and Deutsche Bank Trust Company Americas, as escrow agent, which descriptions shall be deemed to be incorporated herein.

ATTACHMENT TO EXHIBIT A
SCHEDULE 1 – SCOPE OF WORK

[See attached.]

SCOPE OF WORK

SUMMARY OF WORK: The following summarizes the Work to be provided by JCI under this Agreement, as further defined below:

Table 1

BIM ID #	Business Improvement Measures (BIM) Description
BIM 1	Water Meter Improvements and Automated Meter Reading (AMR) System with Leak Detection

This Business Improvement Measure will include the following as defined by the scope of work to follow:

- Replacement of small water meters and intermediate water meters..
- Removal of the direct read register from certain large water meters. An absolute encoder register from the original water meter manufacturer will be installed in its place.
- Replacement of select large water meters.
- Installation of an Itron ChoiceConnect Automated Meter Reading (AMR) system to water meters in the distribution system.
- Installation of Itron Leak Sensors at select small and intermediate water meter locations for a leak detection system.

All Meters – Miscellaneous Scope of Work:

- JCI shall document existing meter information including end user account number, service address, existing serial number and size, and the final reading from the existing register.
- For all new meters, JCI shall document the following information: service address, serial number, meter size, initial register reading, and radio transmitter serial number.
- JCI shall document the latitude and longitude of each meter to within a three (3) meter radius using a GPS device.
- JCI shall provide and install strainers, water meters, encoder register, couplings, connectors, gaskets, stainless steel fasteners, and accessories as required.
- JCI shall provide commissioning of all meters and the AMR system.
- System performance measure for route sign-off: a minimum of 98% of the billing reads shall be obtained for all installed meters, within a route and within a 3-day read window and containing all of the billing determinants needed to generate a bill.
- Per Customer direction, the water meters to be used are manufactured by Neptune while the AMR and Leak Detection systems are manufactured by Itron.
- JCI shall be responsible for coordinating installation activities with both the end user and the Customer. JCI shall also provide digital photographs of all meter installations included in this improvement measure. The photographs shall include the final register readings on all meters immediately prior to them being retrofitted.
- JCI will provide all necessary data and support for the data integration into the Customer's existing utility billing system.
- JCI shall provide an interface to the existing billing system and shall be responsible for all new data entry included with this project into the existing billing system. The interface will be in the form of a Microsoft Excel "flat data" file. JCI shall provide and install couplings, connectors, gaskets, stainless steel fasteners, and accessories as required.
- All removed meters shall become property of the Customer and will be placed in the Walnut Hill Water Tank parking lot.

Additional Warranty:

Project Warranty shall be sixty (60) days labor only from date of acceptance of each route.

BIM 1 - Water Meter Improvements and Automated Meter Reading (AMR) System Installation with Leak Detection

- A. Small and Intermediate Water Meter Improvements and AMR system with Leak Detection Installation – Active Accounts

Schedule 1

1. JCI shall remove eight-thousand one-hundred twelve (8,112*) existing 0.625" x 0. 50" positive displacement water meters from service and install new 0.625" x 0. 50" Neptune T-10 positive displacement water meters with synthetic polymer bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
2. JCI shall remove one-hundred twenty-eight (128*) existing 0.75" positive displacement water meters from service and install new 0.75" Neptune T-10 positive displacement water meters with high copper alloy bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
3. JCI shall remove two-thousand two-hundred forty-nine (2,249*) existing 1" positive displacement water meters from service and install new 1" Neptune T-10 positive displacement water meters with high copper alloy bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
4. JCI shall remove one-hundred ninety-seven (197*) existing 1.5" positive displacement water meters from service and install new 1.5" Neptune T-10 positive displacement water meters with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors.
5. JCI shall remove one-hundred ninety-seven (197*) existing 2" positive displacement water meters from service and install new 2" Neptune T-10 positive displacement water meters with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors.

*Quantities are based on the Data Extract provided by Customer during development.

At approximately one-sixth of these services, or not more than one-thousand eight-hundred forty-three (1,843), JCI shall also install a new Itron 100W+ ERT, and a new Itron Leak Sensor. For 1.5" and 2" services that shall receive an Itron Leak Sensor, JCI shall provide special mounting brackets. These particular 100W+ ERT units will have the integral connector for the water meter encoder register and the integral connector for Leak Sensor.

JCI shall connect the Neptune ProRead encoder register from the new water meter to the Itron 100W+ ERT and shall connect the Itron Leak Sensor to the Itron 100W+ ERT

At all remaining services that are to receive a new Neptune T-10 water meter with a ProRead encoder register, which is approximately nine-thousand sixty-nine (9,069) locations, JCI shall install a new Itron 100W+ ERT.

JCI shall be responsible for cutting, drilling, boring, or burning a 0.75" diameter hole into the meter box lid for the Itron remote antenna if said meter will not read during normal drive by activity during system commissioning.

JCI shall provide new Itron 100W+ ERT units, Itron Leak Sensors, Itron Leak Sensor mounting brackets for use on 1.5" and 2" lines, Neptune T-10 water meters with ProRead encoder registers, mounting rods for 100W+ ERT units, gaskets, and stainless steel fasteners for intermediate size water meters with flanged connections.

B. Large Water Meter Improvements and AMR System with Leak Detection Installation

1. Account Number: 7689832
Customer Name: Dunlop St. Apartments
Service Address: 222 N. Dunlop St.
Existing Meter: 3" Neptune TruFlo Compound, S/N 74094109
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.
JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

2. Account Number: 5802851
Customer Name: Golden Living Center – Battlefield Park
Service Address: 250 Flank Rd
Existing Meter: 3" Neptune TruFlo Compound, S/N 31857551
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

3. Account Number: 7694896
Customer Name: New Transit Bus station
Service Address: 100 W. Washington St
Existing Meter: 3" Neptune TruFlo Compound, S/N 70213554
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

4. Account Number: 7690622
Customer Name: Addison Apartments
Service Address: 6 Willow Way
Existing Meter: 4" Neptune TruFlo Compound, S/N 70198225
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

5. Account Number: Unknown
Customer Name: Bleachtech
Service Address: 2020 Bessemer Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 45869942
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

6. Account Number: 2010700
Customer Name: Brenco
Service Address: Frontage Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 70057383
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in

cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

7. Account Number: 3417210
Customer Name: Gillhaven Manor
Service Address: 500 Farmer St
Existing Meter: 4" Neptune TruFlo Compound, S/N 70198229
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

8. Account Number: 2085000
Customer Name: Industrial Galvanized
Service Address: 3535 Halifax Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 70049888
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

9. Account Number: 2004000
Customer Name: Pepsi Distributor
Service Address: 1501 W. Washington St
Existing Meter: 4" Neptune TruFlo Compound, S/N 45889914
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

10. Account Number: Unknown
Customer Name: Pin Oaks Estates
Service Address: 2530 Pin Oak St.
Existing Meter: 4" Neptune TruFlo Compound; S/N 70197094
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

11. Account Number: 2004450
Customer Name: PreCon
Service Address: 220 S. Perry St
Existing Meter: 4" Rockwell W-1000 Turbine, S/N Unknown
Scope of Work: JCI shall remove the existing meter from service and burn one (1) ¾" hole into the existing meter vault lid. JCI shall install a new 4" Neptune HP Turbine water meter with ProRead encoder register that reads in cubic feet and Itron ERT@/Endpoint inline connector. JCI shall connect the new meter register to one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and shall connect one (1) Itron TTL antenna to the Itron 100W+ Pit ERT endpoint.
- JCI shall provide one (1) 4" Neptune HP Turbine water meter with ProRead encoder register and Itron ERT@/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, and one (1) Itron TTL antenna along with all fittings, flanges, couplers, gaskets, and stainless steel fasteners.
12. Account Number: 7698089
Customer Name: 14 Apartments
Service Address: 319 Brown St
Existing Meter: 6" Neptune TruFlo Compound, S/N 70252901
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT@/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.
- JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT@/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
13. Account Number: 7675689
Customer Name: Boars Head
Service Address: 1950 Industry Pl
Existing Meter: 6" Neptune TruFlo Compound, S/N 31978830
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT@/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.
- JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT@/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
14. Account Number: Unknown
Customer Name: Fort Haynes
Service Address: Fort Haynes Ct
Existing Meter: 6" Neptune TruFlo T-8 Compound, S/N 31964196
Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into the existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and Itron Pit ERT@/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.
- JCI shall provide one (1) 6" Neptune TruFlo Compound water meter with ProRead encoder registers and Itron Pit ERT@/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron TTL antennas along with all fittings, flanges, couplers, gaskets, and stainless steel fasteners.
15. Account Number: Unknown
Customer Name: Fort Lee
Service Address:
Existing Meter: 6" Neptune TruFlo Compound, S/N 31964196

Schedule 1

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

16. Account Number: Unknown
Customer Name: Fort Lee
Service Address:

Existing Meter: 6" Neptune TruFlo Compound, S/N 60305461

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

17. Account Number: 2090000
Customer Name: New Millennium Studios
Service Address: 1 Millennium Dr

Existing Meter: 6" Neptune TruFlo Compound, S/N 70027721

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

18. Account Number: 2005910
Customer Name: Prince George
Service Address: Flank Rd & Johnson Rd
Existing Meter: 6" Neptune TruFlo Compound, S/N 30786308

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

19. Account Number: 7690599
Customer Name: Southside Regional Hospital
Service Address: 200 Medical Park Blvd
Existing Meter: 6" Neptune TruFlo Compound, S/N 60305375

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

Schedule 1

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

20. Account Number: 7677588

Customer Name: Sports Complex

Service Address:

Existing Meter: 6" Neptune TruFlo T-8 Compound, S/N 31964194

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect the new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) 6" Neptune TruFlo Compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

21. Account Number: 7692147

Customer Name: Vision Systems of Virginia

Service Address: 1015 Commerce St

Existing Meter: 6" Neptune TruFlo Compound, S/N 31958823

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) Neptune 6" compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

22. Account Number: Unknown

Customer Name: Wastewater Treatment Plant

Service Address:

Existing Meter: 6" Neptune TruFlo Compound, S/N 31964157

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect the new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) Neptune 6" compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

23. Account Number: 2010850

Customer Name: B.I. Chemical

Service Address: 2975 Frontage Rd

Existing Meter: 10" Sensus W-5500 Turbine, S/N Unknown

Scope of Work: JCI shall burn one (1) ¾" hole into the existing meter vault lid. JCI shall connect the existing Sensus ICE-Opto encoder register to one (1) Itron Pit ERT®/Endpoint inline connector using a manufacturer approved splicing kit. JCI shall connect one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to the 100W+ ERT.

JCI shall provide one (1) Itron Pit ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, one (1) Itron TTL antenna, and one (1) manufacturer approved splicing kit.

24. Account Number: 7693791

Customer Name: Harrison Creek Apartments

Service Address: 1200 Harrison Creek Blvd

Existing Meter: 8x2" Neptune Protectus II with T-10, S/N 70218204

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) 3/4" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

For all accounts listed above, JCI shall mount the 100W+ ERT on top of a sturdy rod of suitable diameter (i.e., steel rebar, PVC pipe, fiberglass rod, etc...). JCI shall provide mounting rods for 100W+ ERT units and gaskets.

C. New Meter Installations with AMR System and Leak Detection Installation

1. Account Number: 7694896

Customer Name: New Transit Bus station

Service Address: 100 W. Washington St

Existing Meter:

Scope of Work: JCI shall replumb existing 2" tap before main meter to accommodate a new 2" Neptune T-10 water meter (17" lay length) and burn one (1) 3/4" hole into the existing meter vault lid. JCI shall install one (1) new 2" Neptune T-10 water meter with a ProRead encoder register that reads in cubic feet and an Itron Pit ERT®/Endpoint inline connector. JCI shall connect the new meter to one (1) Itron 100W+ ERT endpoint with 25' of cable and connect one (1) Itron TTL antenna to the 100W+ ERT.

JCI shall provide one (1) 2" Neptune T-10 water meter with ProRead encoder register and Itron Pit ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, and one (1) Itron TTL antenna along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

D. AMR System Installation

JCI shall provide and install an Itron ChoiceConnect Mobile Reading AMR system. JCI shall provide the following items:

- One (2) CF-53 Toughbook Laptop with Power Adapter and MC Software
- One (2) Itron Mobile Collector 3 (MC3) RF Unit
- One (1) MCLite Mobile Collector Lite
- One (2) Itron FC300 SRead Radio with Imager, GPS, and Bluetooth
- One (2) Itron FC300 single dock with power supply and power cable
- One (1) Itron MVRS Software License for between 10,001 and 25,000 Endpoints Serviced
- MVRS Software Implementation
- Utility Billing System Interface Development
- Customer support and Itron ChoiceConnect mobile AMR system maintenance for one (1) year
- Itron Analytics Software Install, Set-up & Training

E. Leak Detection System Installation

In order to reduce real water losses, JCI will install an automated leak detection system (manufactured by Itron) throughout the Customer service area as described in the business improvement measures above. The leak system will interface with the water meter Itron AMR system for remote monitoring and alarming.

Schedule 1

JCI shall provide a minimum of one (1) day of onsite training in the installation and operation of the automated leak detection hardware and software. JCI shall also provide the services of an experienced field engineer on a quarterly basis in Year 1 to analyze the results of the leak detection system, provide quality assurance in collecting data, and to provide advance training as needed.

JCI shall provide the following:

- Provide and install up to one-thousand eight-hundred forty-three (1,843) Itron Leak Sensors
- Provide and install Leak Sensor Mounting Brackets for 1.5" and 2" pipes as necessary
- Provide one (1) Itron Complete Digital Leak Detector (DLD) System that shall consist of a DLD Audio Processor, DLD Ground Listening Stick Assembly, DLD Accelerometer, DLD Audio Processor Bag, DLD Equipment Case, DLD Accessories Kit, and DLD Sennheiser Headphones
- Provide one (1) Itron ZCorr noise correlating logger kit with four (4) ZCorr noise correlating loggers, ZCorr Docking Station, ZCorr Set Up Kit, and ZCorr data cable.
- Provide mlogonline hosting services for up to two-thousand three-hundred thirty-six (2,336) Itron Leak Sensors for one (1) year.
- Itron Project Services – Leak Sensor
- Itron Water Loss Management Training (one day)
- One (1) year of annual maintenance for the ZCorr 3 Logger System and for the Complete Digital Leak Detector system.

F. Change Order Process:

- JCI shall present to Customer (for review and approval) all additional and/or unforeseen work scope items and related pricing. JCI shall not proceed with any work until scoping/pricing has been approved by Customer.

CITY OF PETERSBURG, VA

Signature:

William E. Johnson

Printed Name:

William E. Johnson

Title:

City Manager

Date:

10/28/13

JOHNSON CONTROLS, INC.

Signature:

Douglas T. Eugel

Printed Name:

Douglas T. Eugel

Title:

Regional VP+GM

Date:

11/5/13

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: \$5,289,403

Interest Rate: 3.40%

Rental payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Cumulative Compounded Interest	Principal Balance	Sum of Principal & Unpaid Interest	Purchase Price
			Current Interest	Compounded Interest	Principal	Interest				
1/8/2014								5,289,403.00	5,289,403.00	
1/8/2015	37,356.08	182,668.84	37,356.08	-	-	145,312.76	5,289,403.00	5,434,715.76	5,706,451.55	
2/8/2015	37,356.08	15,398.36	15,398.36	21,957.72	-	123,355.04	5,289,403.00	5,412,758.04	5,683,395.94	
3/8/2015	37,356.08	15,336.15	15,336.15	22,019.93	-	101,335.11	5,289,403.00	5,390,738.11	5,660,275.02	
4/8/2015	37,356.08	15,273.76	15,273.76	22,082.32	-	79,252.79	5,289,403.00	5,368,655.79	5,637,088.58	
5/8/2015	37,356.08	15,211.19	15,211.19	22,144.89	-	57,107.90	5,289,403.00	5,346,510.90	5,613,836.45	
6/8/2015	37,356.08	15,148.45	15,148.45	22,207.63	-	34,900.27	5,289,403.00	5,324,303.27	5,590,518.43	
7/8/2015	37,356.08	15,085.53	15,085.53	22,270.55	-	12,629.72	5,289,403.00	5,302,032.72	5,567,134.36	
8/8/2015	37,356.08	15,022.43	15,022.43	12,629.72	9,703.93	-	5,279,699.07	5,279,699.07	5,543,684.02	
9/8/2015	37,356.08	14,959.15	14,959.15	-	22,396.93	-	5,257,302.14	5,257,302.14	5,520,167.25	
10/8/2015	37,356.08	14,895.69	14,895.69	-	22,460.39	-	5,234,841.75	5,234,841.75	5,496,583.84	
11/8/2015	37,356.08	14,832.05	14,832.05	-	22,524.03	-	5,212,317.72	5,212,317.72	5,472,933.61	
12/8/2015	37,356.08	14,768.23	14,768.23	-	22,587.85	-	5,189,729.87	5,189,729.87	5,449,216.36	
1/8/2016	37,327.17	14,704.23	14,704.23	-	22,622.94	-	5,167,106.93	5,167,106.93	5,425,462.28	
2/8/2016	37,327.17	14,640.14	14,640.14	-	22,687.03	-	5,144,419.90	5,144,419.90	5,401,640.90	
3/8/2016	37,327.17	14,575.86	14,575.86	-	22,751.31	-	5,121,668.59	5,121,668.59	5,377,752.02	
4/8/2016	37,327.17	14,511.39	14,511.39	-	22,815.78	-	5,098,852.81	5,098,852.81	5,353,795.45	
5/8/2016	37,327.17	14,446.75	14,446.75	-	22,880.42	-	5,075,972.39	5,075,972.39	5,329,771.01	
6/8/2016	37,327.17	14,381.92	14,381.92	-	22,945.25	-	5,053,027.14	5,053,027.14	5,305,678.50	
7/8/2016	37,327.17	14,316.91	14,316.91	-	23,010.26	-	5,030,016.88	5,030,016.88	5,281,517.72	

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Cumulative Compounded Interest	Sum of Principal & Unpaid Interest		Purchase Price
			Current Interest	Compounded Interest	Principal	Compounded Interest		Principal Balance	Interest	
8/8/2016	37,327.17	14,251.71	14,251.71	-	23,075.46	-	5,006,941.42	5,006,941.42	5,257,288.49	
9/8/2016	37,327.17	14,186.33	14,186.33	-	23,140.84	-	4,983,800.58	4,983,800.58	5,232,990.61	
10/8/2016	37,327.17	14,120.77	14,120.77	-	23,206.40	-	4,960,594.18	4,960,594.18	5,208,623.89	
11/8/2016	37,327.17	14,055.02	14,055.02	-	23,272.15	-	4,937,322.03	4,937,322.03	5,184,188.13	
12/8/2016	37,327.17	13,989.08	13,989.08	-	23,338.09	-	4,913,983.94	4,913,983.94	5,159,683.14	
1/8/2017	37,297.33	13,922.95	13,922.95	-	23,374.38	-	4,890,609.56	4,890,609.56	5,135,140.04	
2/8/2017	37,297.33	13,856.73	13,856.73	-	23,440.60	-	4,867,168.96	4,867,168.96	5,110,527.41	
3/8/2017	37,297.33	13,790.31	13,790.31	-	23,507.02	-	4,843,661.94	4,843,661.94	5,085,845.04	
4/8/2017	37,297.33	13,723.71	13,723.71	-	23,573.62	-	4,820,088.32	4,820,088.32	5,061,092.74	
5/8/2017	37,297.33	13,656.92	13,656.92	-	23,640.41	-	4,796,447.91	4,796,447.91	5,036,270.31	
6/8/2017	37,297.33	13,589.94	13,589.94	-	23,707.39	-	4,772,740.52	4,772,740.52	5,011,377.55	
7/8/2017	37,297.33	13,522.76	13,522.76	-	23,774.57	-	4,748,965.95	4,748,965.95	4,986,414.25	
8/8/2017	37,297.33	13,455.40	13,455.40	-	23,841.93	-	4,725,124.02	4,725,124.02	4,961,380.22	
9/8/2017	37,297.33	13,387.85	13,387.85	-	23,909.48	-	4,701,214.54	4,701,214.54	4,936,275.27	
10/8/2017	37,297.33	13,320.11	13,320.11	-	23,977.22	-	4,677,237.32	4,677,237.32	4,911,099.19	
11/8/2017	37,297.33	13,252.17	13,252.17	-	24,045.16	-	4,653,192.16	4,653,192.16	4,885,851.77	
12/8/2017	37,297.33	13,184.04	13,184.04	-	24,113.29	-	4,629,078.87	4,629,078.87	4,860,532.81	
1/8/2018	38,294.58	13,115.72	13,115.72	-	25,178.86	-	4,603,900.01	4,603,900.01	4,834,095.01	
2/8/2018	38,294.58	13,044.38	13,044.38	-	25,250.20	-	4,578,649.81	4,578,649.81	4,807,582.30	
3/8/2018	38,294.58	12,972.84	12,972.84	-	25,321.74	-	4,553,328.07	4,553,328.07	4,780,994.47	
4/8/2018	38,294.58	12,901.10	12,901.10	-	25,393.48	-	4,527,934.59	4,527,934.59	4,754,331.32	
5/8/2018	38,294.58	12,829.15	12,829.15	-	25,465.43	-	4,502,469.16	4,502,469.16	4,727,592.62	
6/8/2018	38,294.58	12,757.00	12,757.00	-	25,537.58	-	4,476,931.58	4,476,931.58	4,700,778.16	
7/8/2018	38,294.58	12,684.64	12,684.64	-	25,609.94	-	4,451,321.64	4,451,321.64	4,673,887.72	
8/8/2018	38,294.58	12,612.08	12,612.08	-	25,682.50	-	4,425,639.14	4,425,639.14	4,646,921.10	
9/8/2018	38,294.58	12,539.31	12,539.31	-	25,755.27	-	4,399,883.87	4,399,883.87	4,619,878.06	
10/8/2018	38,294.58	12,466.34	12,466.34	-	25,828.24	-	4,374,055.63	4,374,055.63	4,592,758.41	

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Cumulative		Sum of	
			Current Interest	Compounded Interest	Principal	Compounded Interest	Principal Balance	& Unpaid Interest	Purchase Price	
11/8/2018	38,294.58	12,393.16	12,393.16	-	25,901.42	-	4,348,154.21	4,348,154.21	4,565,561.92	
12/8/2018	38,294.58	12,319.77	12,319.77	-	25,974.81	-	4,322,179.40	4,322,179.40	4,538,288.37	
1/8/2019	24,737.08	12,246.17	12,246.17	-	12,490.91	-	4,309,688.49	4,309,688.49	4,525,172.91	
2/8/2019	24,737.08	12,210.78	12,210.78	-	12,526.30	-	4,297,162.19	4,297,162.19	4,512,020.30	
3/8/2019	24,737.08	12,175.29	12,175.29	-	12,561.79	-	4,284,600.40	4,284,600.40	4,498,830.42	
4/8/2019	24,737.08	12,139.70	12,139.70	-	12,597.38	-	4,272,003.02	4,272,003.02	4,485,603.17	
5/8/2019	24,737.08	12,104.01	12,104.01	-	12,633.07	-	4,259,369.95	4,259,369.95	4,472,338.45	
6/8/2019	24,737.08	12,068.21	12,068.21	-	12,668.87	-	4,246,701.08	4,246,701.08	4,459,036.13	
7/8/2019	24,737.08	12,032.32	12,032.32	-	12,704.76	-	4,233,996.32	4,233,996.32	4,445,696.14	
8/8/2019	24,737.08	11,996.32	11,996.32	-	12,740.76	-	4,221,255.56	4,221,255.56	4,432,318.34	
9/8/2019	24,737.08	11,960.22	11,960.22	-	12,776.86	-	4,208,478.70	4,208,478.70	4,418,902.64	
10/8/2019	24,737.08	11,924.02	11,924.02	-	12,813.06	-	4,195,665.64	4,195,665.64	4,405,448.92	
11/8/2019	24,737.08	11,887.72	11,887.72	-	12,849.36	-	4,182,816.28	4,182,816.28	4,391,957.09	
12/8/2019	24,737.08	11,851.31	11,851.31	-	12,885.77	-	4,169,930.51	4,169,930.51	4,378,427.04	
1/8/2020	41,077.25	11,814.80	11,814.80	-	29,262.45	-	4,140,668.06	4,140,668.06	4,306,294.78	
2/8/2020	41,077.25	11,731.89	11,731.89	-	29,345.36	-	4,111,322.70	4,111,322.70	4,275,775.61	
3/8/2020	41,077.25	11,648.75	11,648.75	-	29,428.50	-	4,081,894.20	4,081,894.20	4,245,169.97	
4/8/2020	41,077.25	11,565.37	11,565.37	-	29,511.88	-	4,052,382.32	4,052,382.32	4,214,477.61	
5/8/2020	41,077.25	11,481.75	11,481.75	-	29,595.50	-	4,022,786.82	4,022,786.82	4,183,698.29	
6/8/2020	41,077.25	11,397.90	11,397.90	-	29,679.35	-	3,993,107.47	3,993,107.47	4,152,831.77	
7/8/2020	41,077.25	11,313.80	11,313.80	-	29,763.45	-	3,963,344.02	3,963,344.02	4,121,877.78	
8/8/2020	41,077.25	11,229.47	11,229.47	-	29,847.78	-	3,933,496.24	3,933,496.24	4,090,836.09	
9/8/2020	41,077.25	11,144.91	11,144.91	-	29,932.34	-	3,903,563.90	3,903,563.90	4,059,706.46	
10/8/2020	41,077.25	11,060.10	11,060.10	-	30,017.15	-	3,873,546.75	3,873,546.75	4,028,488.62	
11/8/2020	41,077.25	10,975.05	10,975.05	-	30,102.20	-	3,843,444.55	3,843,444.55	3,997,182.33	
12/8/2020	41,077.25	10,889.76	10,889.76	-	30,187.49	-	3,813,257.06	3,813,257.06	3,965,787.34	
1/8/2021	41,077.25	10,804.23	10,804.23	-	30,273.02	-	3,782,984.04	3,782,984.04	3,934,303.40	

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Cumulative		Sum of	
			Current Interest	Compounded Interest	Principal	Compounded Interest	Principal Balance	& Unpaid Interest	Purchase Price	
2/8/2021	41,077.25	10,718.45	10,718.45	-	30,358.80	-	3,752,625.24	3,752,625.24	3,902,730.25	
3/8/2021	41,077.25	10,632.44	10,632.44	-	30,444.81	-	3,722,180.43	3,722,180.43	3,871,067.65	
4/8/2021	41,077.25	10,546.18	10,546.18	-	30,531.07	-	3,691,649.36	3,691,649.36	3,839,315.33	
5/8/2021	41,077.25	10,459.67	10,459.67	-	30,617.58	-	3,661,031.78	3,661,031.78	3,807,473.05	
6/8/2021	41,077.25	10,372.92	10,372.92	-	30,704.33	-	3,630,327.45	3,630,327.45	3,775,540.55	
7/8/2021	41,077.25	10,285.93	10,285.93	-	30,791.32	-	3,599,536.13	3,599,536.13	3,743,517.58	
8/8/2021	41,077.25	10,198.69	10,198.69	-	30,878.56	-	3,568,657.57	3,568,657.57	3,711,403.87	
9/8/2021	41,077.25	10,111.20	10,111.20	-	30,966.05	-	3,537,691.52	3,537,691.52	3,679,199.18	
10/8/2021	41,077.25	10,023.46	10,023.46	-	31,053.79	-	3,506,637.73	3,506,637.73	3,646,903.24	
11/8/2021	41,077.25	9,935.47	9,935.47	-	31,141.78	-	3,475,495.95	3,475,495.95	3,614,515.79	
12/8/2021	41,077.25	9,847.24	9,847.24	-	31,230.01	-	3,444,265.94	3,444,265.94	3,582,036.58	
1/8/2022	41,077.25	9,758.75	9,758.75	-	31,318.50	-	3,412,947.44	3,412,947.44	3,515,335.86	
2/8/2022	41,077.25	9,670.02	9,670.02	-	31,407.23	-	3,381,540.21	3,381,540.21	3,482,986.42	
3/8/2022	41,077.25	9,581.03	9,581.03	-	31,496.22	-	3,350,043.99	3,350,043.99	3,450,545.31	
4/8/2022	41,077.25	9,491.79	9,491.79	-	31,585.46	-	3,318,458.53	3,318,458.53	3,418,012.29	
5/8/2022	41,077.25	9,402.30	9,402.30	-	31,674.95	-	3,286,783.58	3,286,783.58	3,385,387.09	
6/8/2022	41,077.25	9,312.55	9,312.55	-	31,764.70	-	3,255,018.88	3,255,018.88	3,352,669.45	
7/8/2022	41,077.25	9,222.55	9,222.55	-	31,854.70	-	3,223,164.18	3,223,164.18	3,319,859.11	
8/8/2022	41,077.25	9,132.30	9,132.30	-	31,944.95	-	3,191,219.23	3,191,219.23	3,286,955.81	
9/8/2022	41,077.25	9,041.79	9,041.79	-	32,035.46	-	3,159,183.77	3,159,183.77	3,253,959.28	
10/8/2022	41,077.25	8,951.02	8,951.02	-	32,126.23	-	3,127,057.54	3,127,057.54	3,220,869.27	
11/8/2022	41,077.25	8,860.00	8,860.00	-	32,217.25	-	3,094,840.29	3,094,840.29	3,187,685.50	
12/8/2022	41,077.25	8,768.71	8,768.71	-	32,308.54	-	3,062,531.75	3,062,531.75	3,154,407.70	
1/8/2023	41,077.25	8,677.17	8,677.17	-	32,400.08	-	3,030,131.67	3,030,131.67	3,121,035.62	
2/8/2023	41,077.25	8,585.37	8,585.37	-	32,491.88	-	2,997,639.79	2,997,639.79	3,087,568.98	
3/8/2023	41,077.25	8,493.31	8,493.31	-	32,583.94	-	2,965,055.85	2,965,055.85	3,054,007.53	
4/8/2023	41,077.25	8,400.99	8,400.99	-	32,676.26	-	2,932,379.59	2,932,379.59	3,020,350.98	

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Cumulative Compounded Interest	Principal		Sum of Principal & Unpaid Interest	Purchase Price
			Current Interest	Compounded Interest	Principal	Compounded Interest		Balance	Interest		
5/8/2023	41,077.25	8,308.41	8,308.41	-	32,768.84	-	2,899,610.75	2,899,610.75	2,899,610.75	2,986,599.07	
6/8/2023	41,077.25	8,215.56	8,215.56	-	32,861.69	-	2,866,749.06	2,866,749.06	2,866,749.06	2,952,751.53	
7/8/2023	41,077.25	8,122.46	8,122.46	-	32,954.79	-	2,833,794.27	2,833,794.27	2,833,794.27	2,918,808.10	
8/8/2023	41,077.25	8,029.08	8,029.08	-	33,048.17	-	2,800,746.10	2,800,746.10	2,800,746.10	2,884,768.48	
9/8/2023	41,077.25	7,935.45	7,935.45	-	33,141.80	-	2,767,604.30	2,767,604.30	2,767,604.30	2,850,632.43	
10/8/2023	41,077.25	7,841.55	7,841.55	-	33,235.70	-	2,734,368.60	2,734,368.60	2,734,368.60	2,816,399.66	
11/8/2023	41,077.25	7,747.38	7,747.38	-	33,329.87	-	2,701,038.73	2,701,038.73	2,701,038.73	2,782,069.89	
12/8/2023	41,077.25	7,652.94	7,652.94	-	33,424.31	-	2,667,614.42	2,667,614.42	2,667,614.42	2,747,642.85	
1/8/2024	41,077.25	7,558.24	7,558.24	-	33,519.01	-	2,634,095.41	2,634,095.41	2,634,095.41	2,686,777.32	
2/8/2024	41,077.25	7,463.27	7,463.27	-	33,613.98	-	2,600,481.43	2,600,481.43	2,600,481.43	2,652,491.06	
3/8/2024	41,077.25	7,368.03	7,368.03	-	33,709.22	-	2,566,772.21	2,566,772.21	2,566,772.21	2,618,107.65	
4/8/2024	41,077.25	7,272.52	7,272.52	-	33,804.73	-	2,532,967.48	2,532,967.48	2,532,967.48	2,583,626.83	
5/8/2024	41,077.25	7,176.74	7,176.74	-	33,900.51	-	2,499,066.97	2,499,066.97	2,499,066.97	2,549,048.31	
6/8/2024	41,077.25	7,080.69	7,080.69	-	33,996.56	-	2,465,070.41	2,465,070.41	2,465,070.41	2,514,371.82	
7/8/2024	41,077.25	6,984.37	6,984.37	-	34,092.88	-	2,430,977.53	2,430,977.53	2,430,977.53	2,479,597.08	
8/8/2024	41,077.25	6,887.77	6,887.77	-	34,189.48	-	2,396,788.05	2,396,788.05	2,396,788.05	2,444,723.81	
9/8/2024	41,077.25	6,790.90	6,790.90	-	34,286.35	-	2,362,501.70	2,362,501.70	2,362,501.70	2,409,751.73	
10/8/2024	41,077.25	6,693.75	6,693.75	-	34,383.50	-	2,328,118.20	2,328,118.20	2,328,118.20	2,374,680.56	
11/8/2024	41,077.25	6,596.33	6,596.33	-	34,480.92	-	2,293,637.28	2,293,637.28	2,293,637.28	2,339,510.03	
12/8/2024	41,077.25	6,498.64	6,498.64	-	34,578.61	-	2,259,058.67	2,259,058.67	2,259,058.67	2,304,239.84	
1/8/2025	41,077.25	6,400.67	6,400.67	-	34,676.58	-	2,224,382.09	2,224,382.09	2,224,382.09	2,268,869.73	
2/8/2025	41,077.25	6,302.42	6,302.42	-	34,774.83	-	2,189,607.26	2,189,607.26	2,189,607.26	2,233,399.41	
3/8/2025	41,077.25	6,203.89	6,203.89	-	34,873.36	-	2,154,733.90	2,154,733.90	2,154,733.90	2,197,828.58	
4/8/2025	41,077.25	6,105.08	6,105.08	-	34,972.17	-	2,119,761.73	2,119,761.73	2,119,761.73	2,162,156.96	
5/8/2025	41,077.25	6,005.99	6,005.99	-	35,071.26	-	2,084,690.47	2,084,690.47	2,084,690.47	2,126,384.28	
6/8/2025	41,077.25	5,906.62	5,906.62	-	35,170.63	-	2,049,519.84	2,049,519.84	2,049,519.84	2,090,510.24	
7/8/2025	41,077.25	5,806.97	5,806.97	-	35,270.28	-	2,014,249.56	2,014,249.56	2,014,249.56	2,054,534.55	

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Cumulative Compounded Interest	Principal Balance	Sum of Principal & Unpaid Interest	Purchase Price
			Current Interest	Compounded Interest	Principal	Interest				
8/8/2025	41,077.25	5,707.04	5,707.04	-	35,370.21	-	1,978,879.35	1,978,879.35	2,018,456.94	
9/8/2025	41,077.25	5,606.82	5,606.82	-	35,470.43	-	1,943,408.92	1,943,408.92	1,982,277.10	
10/8/2025	41,077.25	5,506.33	5,506.33	-	35,570.92	-	1,907,838.00	1,907,838.00	1,945,994.76	
11/8/2025	41,077.25	5,405.54	5,405.54	-	35,671.71	-	1,872,166.29	1,872,166.29	1,909,609.62	
12/8/2025	41,077.25	5,304.47	5,304.47	-	35,772.78	-	1,836,393.51	1,836,393.51	1,873,121.38	
1/8/2026	41,077.25	5,203.11	5,203.11	-	35,874.14	-	1,800,519.37	1,800,519.37	1,836,529.76	
2/8/2026	41,077.25	5,101.47	5,101.47	-	35,975.78	-	1,764,543.59	1,764,543.59	1,799,834.46	
3/8/2026	41,077.25	4,999.54	4,999.54	-	36,077.71	-	1,728,465.88	1,728,465.88	1,763,035.20	
4/8/2026	41,077.25	4,897.32	4,897.32	-	36,179.93	-	1,692,285.95	1,692,285.95	1,726,131.67	
5/8/2026	41,077.25	4,794.81	4,794.81	-	36,282.44	-	1,656,003.51	1,656,003.51	1,689,123.58	
6/8/2026	41,077.25	4,692.01	4,692.01	-	36,385.24	-	1,619,618.27	1,619,618.27	1,652,010.64	
7/8/2026	41,077.25	4,588.92	4,588.92	-	36,488.33	-	1,583,129.94	1,583,129.94	1,614,792.54	
8/8/2026	41,077.25	4,485.53	4,485.53	-	36,591.72	-	1,546,538.22	1,546,538.22	1,577,468.98	
9/8/2026	41,077.25	4,381.86	4,381.86	-	36,695.39	-	1,509,842.83	1,509,842.83	1,540,039.69	
10/8/2026	41,077.25	4,277.89	4,277.89	-	36,799.36	-	1,473,043.47	1,473,043.47	1,502,504.34	
11/8/2026	41,077.25	4,173.62	4,173.62	-	36,903.63	-	1,436,139.84	1,436,139.84	1,464,862.64	
12/8/2026	41,077.25	4,069.06	4,069.06	-	37,008.19	-	1,399,131.65	1,399,131.65	1,427,114.28	
1/8/2027	41,077.25	3,964.21	3,964.21	-	37,113.04	-	1,362,018.61	1,362,018.61	1,389,258.98	
2/8/2027	41,077.25	3,859.05	3,859.05	-	37,218.20	-	1,324,800.41	1,324,800.41	1,351,296.42	
3/8/2027	41,077.25	3,753.60	3,753.60	-	37,323.65	-	1,287,476.76	1,287,476.76	1,313,226.30	
4/8/2027	41,077.25	3,647.85	3,647.85	-	37,429.40	-	1,250,047.36	1,250,047.36	1,275,048.31	
5/8/2027	41,077.25	3,541.80	3,541.80	-	37,535.45	-	1,212,511.91	1,212,511.91	1,236,762.15	
6/8/2027	41,077.25	3,435.45	3,435.45	-	37,641.80	-	1,174,870.11	1,174,870.11	1,198,367.51	
7/8/2027	41,077.25	3,328.80	3,328.80	-	37,748.45	-	1,137,121.66	1,137,121.66	1,159,864.09	
8/8/2027	41,077.25	3,221.84	3,221.84	-	37,855.41	-	1,099,266.25	1,099,266.25	1,121,251.58	
9/8/2027	41,077.25	3,114.59	3,114.59	-	37,962.66	-	1,061,303.59	1,061,303.59	1,082,529.66	
10/8/2027	41,077.25	3,007.03	3,007.03	-	38,070.22	-	1,023,233.37	1,023,233.37	1,043,698.04	

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Cumulative Compounded Interest	Sum of Principal & Unpaid Interest		Purchase Price
			Current Interest	Compounded Interest	Principal	Compounded Interest		Principal Balance	Interest	
11/8/2027	41,077.25	2,899.16	2,899.16	-	38,178.09	-	985,055.28	985,055.28	1,004,756.39	
12/8/2027	41,077.25	2,790.99	2,790.99	-	38,286.26	-	946,769.02	946,769.02	965,704.40	
1/8/2028	41,077.25	2,682.51	2,682.51	-	38,394.74	-	908,374.28	908,374.28	926,541.77	
2/8/2028	41,077.25	2,573.73	2,573.73	-	38,503.52	-	869,870.76	869,870.76	887,268.18	
3/8/2028	41,077.25	2,464.63	2,464.63	-	38,612.62	-	831,258.14	831,258.14	847,883.30	
4/8/2028	41,077.25	2,355.23	2,355.23	-	38,722.02	-	792,536.12	792,536.12	808,386.84	
5/8/2028	41,077.25	2,245.52	2,245.52	-	38,831.73	-	753,704.39	753,704.39	768,778.48	
6/8/2028	41,077.25	2,135.50	2,135.50	-	38,941.75	-	714,762.64	714,762.64	729,057.89	
7/8/2028	41,077.25	2,025.16	2,025.16	-	39,052.09	-	675,710.55	675,710.55	689,224.76	
8/8/2028	41,077.25	1,914.51	1,914.51	-	39,162.74	-	636,547.81	636,547.81	649,278.77	
9/8/2028	41,077.25	1,803.55	1,803.55	-	39,273.70	-	597,274.11	597,274.11	609,219.59	
10/8/2028	41,077.25	1,692.28	1,692.28	-	39,384.97	-	557,889.14	557,889.14	569,046.92	
11/8/2028	41,077.25	1,580.69	1,580.69	-	39,496.56	-	518,392.58	518,392.58	528,760.43	
12/8/2028	41,077.25	1,468.78	1,468.78	-	39,608.47	-	478,784.11	478,784.11	488,359.79	
1/8/2029	40,637.29	1,356.55	1,356.55	-	39,280.74	-	439,503.37	439,503.37	448,293.44	
2/8/2029	40,637.29	1,245.26	1,245.26	-	39,392.03	-	400,111.34	400,111.34	408,113.57	
3/8/2029	40,637.29	1,133.65	1,133.65	-	39,503.64	-	360,607.70	360,607.70	367,819.85	
4/8/2029	40,637.29	1,021.72	1,021.72	-	39,615.57	-	320,992.13	320,992.13	327,411.97	
5/8/2029	40,637.29	909.48	909.48	-	39,727.81	-	281,264.32	281,264.32	286,889.61	
6/8/2029	40,637.29	796.92	796.92	-	39,840.37	-	241,423.95	241,423.95	246,252.43	
7/8/2029	40,637.29	684.03	684.03	-	39,953.26	-	201,470.69	201,470.69	205,500.10	
8/8/2029	40,637.29	570.83	570.83	-	40,066.46	-	161,404.23	161,404.23	164,632.31	
9/8/2029	40,637.29	457.31	457.31	-	40,179.98	-	121,224.25	121,224.25	123,648.74	
10/8/2029	40,637.29	343.47	343.47	-	40,293.82	-	80,930.43	80,930.43	82,549.04	

Rental Payment Date	Total Rental Payment	Interest Accrued 3.40%	Payment of		Payment of		Principal Balance	Cumulative Compounded Interest	Sum of Principal & Unpaid Interest		Purchase Price
			Current Interest	Interest	Compounded Interest	Principal			Interest	Interest	
11/8/2029	40,637.29	229.30	229.30	-	40,407.99	-	40,522.44	-	40,522.44	41,332.89	
12/8/2029	40,637.29	114.85	114.85	-	40,522.44	-	0.00	-	0.00	0.00	
Totals	\$7,024,137.36	\$1,734,734.36	\$1,589,421.60	\$145,312.76	\$5,289,403.00	\$553,893.59					

CITY OF PETERSBURG, VIRGINIA

By: 
Name: William F. Johnson, III
Title: City Manager

ESCROW AGREEMENT

LESSOR:
Grant Capital Management, Inc.,
as assignee of Johnson Controls, Inc.
8894 Stanford Boulevard, Suite 203
Columbia, MD 21045

ESCROW AGENT:
Deutsche Bank Trust Company Americas
60 Wall Street, 27th Floor
New York, NY 10005

LESSEE:
City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated January 8, 2014, is entered into by and among Grant Capital Management, Inc., as assignee of Johnson Controls, Inc. ("Lessor"), the City of Petersburg, Virginia ("Lessee"), and Deutsche Bank Trust Company Americas (the "Escrow Agent").

Johnson Controls, Inc. ("JCI") and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated January 8, 2014 (the "Agreement"). The rights, title and interests of JCI as lessor were assigned to and assumed by Grant Capital Management, Inc. pursuant to an Assignment and Assumption dated January 8, 2014. The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from JCI pursuant to that certain Performance Contract dated as of October 28, 2013, as amended (the "Performance Contract"), between JCI and Lessee. The Equipment will be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement and the parties obligations thereunder are to commence on a date that is the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in **Section 13** of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$5,289,403, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee).

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On January 8, 2014 (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of \$5,289,403 to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. Lessee hereby directs the Escrow Agent to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended. For the purpose of this paragraph 4, the term "Qualified Investments" means the Federated Municipal Obligations Fund #855 or, in the event such fund is not at the time available, such other investments as Lessee may specify in writing, to the extent the same are at the time legal for investment of the funds being invested.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment or Lessee upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as **Exhibit A** to this Escrow Agreement approved for payment by Lessor, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, and (c) any additional documentation required by Lessor.

b. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or a nonappropriation by Lessee under the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.

c. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee; and, *second* be paid to Lessor, for application against the outstanding principal components of Rental Payments (as defined in the Agreement) under the Agreement, as provided therein, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessor and are herein defined as the sum of \$1,000, for escrow services as described herein; plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee.

7. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, Qualified Investments at the direction of Lessee.

8. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.

9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

10. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

11. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.

12. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

13. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

14. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

15. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of New York. In addition, the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

16. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

LESSOR:

GRANT CAPITAL MANAGEMENT, INC.

By: [Signature]
Name: JP Grant
Title: PRESIDENT

LESSEE:

CITY OF PETERSBURG, VIRGINIA

By: _____
Name: William E. Johnson, III
Title: City Manager

ESCROW AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

LESSOR:

GRANT CAPITAL MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

LESSEE:

CITY OF PETERSBURG, VIRGINIA

By:  _____

Name: William E. Johnson, III

Title: City Manager

ESCROW AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

LESSOR:

GRANT CAPITAL MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

LESSEE:

CITY OF PETERSBURG, VIRGINIA

By: _____

Name: William E. Johnson, III

Title: City Manager

ESCROW AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____


Name: **Kyshawn White**

Vice President

Title: _____

By: _____


Name: Tony Gomez

Assistant Vice President

Title: _____

EXHIBIT A

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

Deutsche Bank Trust Company Americas (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated January 8, 2014 (the "Escrow Agreement"), by and among the City of Petersburg, Virginia ("Lessee"), Grant Capital Management, Inc. ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated January 8, 2014 (the "Agreement"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Agreement; (vii) no Event of Default or nonappropriation, as such terms are defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed by Lessee to fund the acquisition of the Equipment set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE . Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Equipment subject to the Equipment Schedule.

Date: _____, 20__.

Approved:

GRANT CAPITAL MANAGEMENT, INC.,
as Lessor

CITY OF PETERSBURG, VIRGINIA,
as Lessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of January 8, 2014, between the City of Petersburg, Virginia, as lessee ("Lessee"), and Johnson Controls, Inc., as lessor ("Lessor") (the "Agreement")

I, the undersigned, the duly appointed, qualified and acting Clerk of Council of the above-captioned Lessee do hereby certify as of January 8, 2014, as follows:

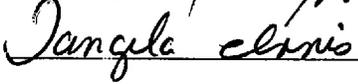
(1) Lessee did, at a regular meeting of the governing body of Lessee held April 16, 2013, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representative of Lessee:

<u>William E. Johnson, III</u>	<u>City Manager</u>	
Printed Name	Title	Signature

[This signature line to be signed by person who executed the Agreement and the escrow agreement, if any, on behalf of Lessee.]

(2) The above-named representative of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) At the meeting described in (1) above, the representative of Lessee named in (1) above and the officers or employees of Lessee from time to time holding the offices or titles set forth below were designated as authorized representatives of Lessee for the Agreement and the escrow agreement, if any (any of them acting alone), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite name of each of them is the true and correct specimen of his or her genuine signature:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
<u>Director of Finance</u>	<u>Irvin M. Carter, Jr.</u>	
<u>Assistant Director of Finance</u>	<u>Curtis S. Finney, Jr.</u>	
<u>Purchasing Agent</u>	<u>Tangela Innis</u>	

(4) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded. Attached hereto is a true and correct copy of the resolution, ordinance or other documents constituting such official action.

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(6) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(7) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(8) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(9) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(10) [Lessee initial here if the following provision is applicable: _____]

[Lessee initial here if the following provision is NOT applicable: WGA]

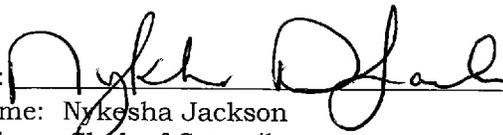
Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(11) The correct billing address for Rental Payments is as follows:

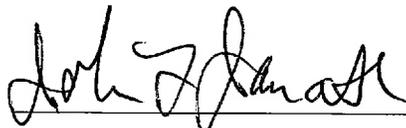
City of Petersburg, Virginia
103 W. Tabb Street
Petersburg, VA 23803
Attention: Finance Department

(12) In accordance with Va. Code §11-34.3(D), the Lessee finds that: (i) the amount Lessee would spend on the energy conservation measures and facility and technology infrastructure upgrades and modernization measures recommended in the Performance Contract dated October 28, 2013, as amended, between Lessee and Johnson Controls, Inc. (the "Performance Contract") will not exceed the amount to be saved in energy and operation costs more than 20 years from the date of installation, based on life-cycle costing calculations, assuming the recommendations in the Performance Contract were followed, and (ii) Johnson Controls, Inc. provided a written guarantee that the energy and operating cost savings will meet or exceed the costs of the system.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

By: 
Name: Nykesh Jackson
Title: Clerk of Council

Subscribed and affirmed before me this 7 day of January, 2014.

Signed: 
My commission expires: 3-31-2016

(NOTARY SEAL)

Notary License #
215840

ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE
COPY OF AUTHORIZATION DOCUMENT
(per Section 4)

(See attached.)

I, the undersigned, Clerk of the Council of the City of Petersburg, Virginia, do certify that the foregoing ordinance is a true and exact copy of an ordinance passed by the said Council at its meeting held on 4/16/2013.


Clerk

13-Ord-26
Adopted: 04/16/13

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOHNSON CONTROLS PROJECT DEVELOPMENT AGREEMENT (PDA) AND THE PERFORMANCE CONTRACTING PROJECT AGREEMENT, UPON AN ACCEPTABLE PROPOSAL, TO IMPROVE THE CITY'S WATER METER INFRASTRUCTURE, OPERATIONS, AND BILLING SYSTEMS.

WHEREAS, water meters are mechanical devices with moving parts that are affected by water minerals and impurities over time. As a result many of the City's water meters do not fully register the total amount of water flowing through them which costs the City revenue and means that billing across the population is not equitable; and

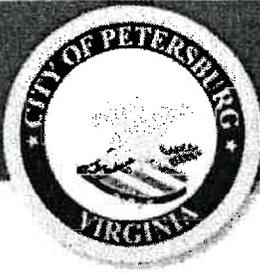
WHEREAS, the current method of reading the older meters is a labor intensive process that requires meter readers to physically walk house to house to record meter data which will later be entered into the billing system via data entry leaving the potential for entry errors which would impact the cost of operations; and

WHEREAS, the new system would replace existing meters with units capable of transmitting the data to a receiver that will be carried in a vehicle. The meter reader will be able to collect the data remotely and safely from a vehicle driving through a neighborhood; and

WHEREAS, the data will be transferred directly to the billing system eliminating potential human error when entering the data; and

WHEREAS, the new billing system will be capable of running a variety of reports that will enable the staff to identify abnormal consumption by meter, trends in system usage, and use in accounts that have been deactivated.

BE IT ORDAINED, by the City Council of the City of Petersburg, that it hereby authorizes the City Manager, William E. Johnson, III, to execute the Johnson Controls Project Development Agreement (PDA) and the Performance Contracting Project Agreement, upon an acceptable proposal, to improve the City's water meter infrastructure, operations, and billing systems.



COUNCIL

Communicates

City Council Members

Brian A. Moore
Mayor
bmoores@petersburg-va.org
(804) 733-2323
Ward 4

Horace P. Webb
Vice Mayor
hwebb@petersburg-va.org
(804) 733-2323
Ward 7

Treska Wilson-Smith
treskawilsonsmith@petersburg-va.org
(804) 733-2323
Ward 1

Carl (Mike) Ross
mross@petersburg-va.org
(804) 733-2323
Ward 2

Ken Pritchett
kprichett@petersburg-va.org
(804) 733-3675 (home)
(804) 733-2323
Ward 3

W. Howard Myers
whowardmyers@petersburg-va.org
(804) 733-2323
Ward 5

David Ray Coleman
dcoleman@petersburg-va.org
(804) 733-2323
Ward 6

City Manager
William E. Johnson, III
w.johnson@petersburg-va.org
(804) 733-2301

Please Note:

These are not the official minutes of the City Council meeting. The official minutes and agendas can be viewed on the City website: www.petersburg-va.org

Highlights from April 16, 2013 City Council Meeting

4. Presentations/Proclamations/Recognitions

Clerk of Council announced that presentations must be no longer than ten minutes.

- a. Proclamation recognizing April 14-20, 2013, as National Library Week presented by Mayor Moore to Wayne Crocker, Director, Petersburg Libraries.
- b. Presentation by Dr. Anne Atkinson regarding the Petersburg Archives Needs Assessment Study. Approved motion to support Needs Assessment.

5. Consent Agenda

- a. Minutes from the City Council meetings held on February 19, March 5, and March 19, 2013. Approved.

6. Public Hearings

- a. As required by the Code of Virginia, as amended, a public hearing on an amendment to Article 31 §1- Approved.
- b. As required by the Code of Virginia, as amended, a public hearing on amendments of the Zoning Ordinance - Approved.
- c. As required by the Code of Virginia, as amended, a public hearing on the proposed uses of Community Development Block Grant funds for the 2013-2014 Program Year. Tabled until May 7, 2013 meeting.

8. Business or reports for / from the Mayor or other members of City Council

- a. Consideration of authorizing the City Manager to execute a Project Development Agreement and the Performance Contracting Project Agreement with Johnson Controls. Approved.
- b. Consideration of authorizing the City Manager to execute a change order to the contract for the Western Hills Road and Drainage Improvements Project - Approved.
- c. Consideration of scheduling a public hearing on potential revisions to the Rules and Regulations that govern Blandford Cemetery. Approved.

the schedule. She stated that she did want to take the opportunity to invite everyone to the next Arts & Cultural District Forum on May 4th at the Petersburg Area Art League. She stated that they are trying to bring all the arts organization, civic organization and the businesses together to formalize their strategy and to develop in the next years for Friday for the Arts. She stated that it is now the 10th Anniversary for Friday for the Arts and that they need to move forward in making sure that Petersburg becomes the destination of choice. She stated that she wanted to thank the city manager and the department of cultural affairs. She stated that on April 1st they were able to submit the local challenge grant to the Virginia Commission for the Arts. She stated that with this local grant challenge they will be asking City Council for the match grants for the arts council.

Xavier Stokes, 135 Slagle Avenue, stated that he is an employee of Petersburg as a bus driver. He stated that last weekend he was at Jefferson South of the James to visit friends. He stated that where he parked there was no signage or any indication stating that it was restricted for residential only or private parking. He stated that being that he had visited in the past he never had any problem with parking. He stated that he stayed for about an hour and that when he went to return to his car his vehicle was gone. He stated that he filed a police report that the vehicle had been stolen. He stated that a bystander stated to him that the vehicle had been stolen. He stated that upon receiving this information he went to the security office and they gave him the number to the towing company. He stated that he tried to contact the towing company and there was no one available to answer the phone. He stated that they got in a vehicle and rode to the towing place. He stated that that they are asking that they consider a predatory towing ordinance.

Robert Diggs, 1970 North Westchester, stated that Mr. John Young stated that there was no plan for infrastructure. He stated that in 2009 a Community Development Block Grant was written for \$75,000. He stated that they would only be able to use this through public works through the City in order to implement the plan. He stated that PCDC also did a Community Development Block Grant plan for the same area. He stated that this was for Mistletoe Street, Hartley Street, Gresset Street and Porterville Street. He stated that about three months ago he was scheduled to come in and reallocate money for the \$75,000 that they had for the plan. He stated that there is a plan that is already in existence. He stated that this is why the Community Development Block Grant request is in the amount of \$347,000 to support the infrastructure of the plan. He stated that this year is the first time that the applicants were not allowed to make a presentation for the advisory committee. He stated that there is a plan that is in place and this is how they came up with their amount of \$347,000.

Dana Ballenger, 501 High Street, stated that she is present again. She stated that she wanted to let everyone know that because of everything that is happening she has put 24 hour surveillance on her property. She stated that this is for the safety of her animals as well as her own. She stated that she has received threats from her neighbors. She stated if anyone has pets then they should be able to relate to this situation. She stated that at the last City Council meeting she stated to each one to come visit her property. She stated out of everyone that she invited only one person, a council member, showed up. She asked why Petersburg has to be little Detroit and not little Williamsburg. She stated that they should look at all the problems that City has. She stated that the zoning office and city attorney are using tax payer dollars and time to pursue her and her pets. She stated that she has not violated any City Code or ordinance. She stated that this money and time can be spent on other issues in Petersburg. She stated that there are a lot of things that are going on in the City can be looked at other than her pets. She stated that she welcomes anyone to her property and that they will see what an asset her property is to the City.

8. **BUSINESS OR REPORTS FOR/FROM THE MAYOR OR OTHER MEMBERS OF CITY COUNCIL:**

- a. Consideration of authorizing the City Manager to execute a Project Development Agreement and the Performance Contracting Project Agreement with Johnson Controls.

BACKGROUND: Aging water meters are inaccurate and directly impact the City's water revenue. The water meters are mechanical devices with moving parts that are affected by water minerals and impurities over time. As a result, many of the meters do not fully register the total amount of water flowing through them

which costs the City revenue and means that billing across the population is not equitable. The current method of reading the older meters is a labor intensive process that requires meter readers to physically walk house to house to record meter data which will later be entered into the billing system via data entry. The inefficiencies and potential for entry errors is impacting the cost of operations. The new system will replace the existing meters with units capable of transmitting the data to a receiver that will be carried in a vehicle. The meter reader will be able to collect the data remotely and safely from a vehicle that drives through a neighborhood. In addition, the data will be transferred directly to the billing system which will eliminate common entry errors. The new billing system will be capable of running a variety of reports that will enable the staff to identify abnormal consumption by meter, trends in system usage, and use in accounts that have been deactivated.

RECOMMENDATION: Recommend Council authorize the City Manager to execute the Johnson Controls Project Development Agreement (PDA) and the Performance Contracting Project Agreement, upon an acceptable proposal, to improve the City's water meter infrastructure, operations, and billing systems.

Steven Hicks, Director of Public Works, gave a brief overview of the Project Development Agreement and the Performance Contracting Project Agreement with Johnson Controls.

Russ Dixon, representative from Johnson Controls, gave information on the agreement as well.

There was discussion among City Council Members.

Council Member Myers made a motion to authorize the City Manager to execute the Johnson Controls Project Development Agreement (PDA) and the Performance Contracting Project Agreement, upon an acceptable proposal, to improve the City's water meter infrastructure, operations, and billing systems. The motion was seconded by Vice Mayor Webb. The motion was approved on roll call. On roll call vote, voting yes: Coleman, Myers, Pritchett, Ross, Wilson-Smith, Webb, Moore

~~13-ORD-26 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOHNSON CONTROLS PROJECT DEVELOPMENT AGREEMENT (PDA) AND THE PERFORMANCE CONTRACTING PROJECT AGREEMENT, UPON AN ACCEPTABLE PROPOSAL, TO IMPROVE THE CITY'S WATER METER INFRASTRUCTURE, OPERATIONS, AND BILLING SYSTEMS.~~

- ~~b. Consideration of authorizing the City Manager to execute a change order to the contract for the Western Hills Road and Drainage Improvements Project.~~

~~**BACKGROUND:** This project is a Community Development Block Grant funded road and drainage improvement project and has a project allocation of \$250,000.~~

~~Due to inaccurate survey data, the driveway in the plan was shown as terminating at the edge of the pavement when it is actually five feet (5') behind the new curb. The connection of the existing driveway to the new curb is required.~~

~~This is change order #2 to this contract. Council previously approved change order #1, which increased the contract by \$44,260 for a contract amount of \$182,710. Approval of change order #2 will increase the contract by \$2,500 for a contract amount of \$185,210. The new contract is \$64,790 below the project allocation.~~

~~**RECOMMENDATION:** Recommend Council authorize the City Manager to execute the subject change order in the amount of \$2,500.~~

~~There was discussion from City Council Members.~~

ESSENTIAL USE CERTIFICATE

January 8, 2014

Johnson Controls, Inc.
60 Loveton Circle
Sparks, MD 21152

Re: Equipment Lease Purchase Agreement dated as of January 8, 2014, between the City of Petersburg, Virginia, as lessee ("Lessee"), and Johnson Controls, Inc., as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

I, William E. Johnson, III, a duly elected, appointed, or designated representative of the City of Petersburg, Virginia ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

New water meters for customers Automated Meter Reading System (AMR) and leak detection.

2. *What increased capabilities will the Equipment provide?*

Allow the City of Petersburg to accurately measure water usage and bill accordingly. It includes an advanced leak detection system.

3. *Why is the Equipment essential to your ability to deliver governmental services?*

It allows us to minimize water losses accurately, bill services and locate water leaks quicker.

4. *Does the Equipment replace existing equipment?*

(If so, please explain why you are replacing the existing equipment)

Existing meters are 20-30 years old and at an end to projected life. They are being replaced with new high accuracy meters, adding Automated Meter Reading and Leak Detection.

5. *Why did you choose this specific Equipment?*

The high accuracy of these meters with a history of reliability.

6. *For how many years do you expect to utilize the Equipment?*

At least 20 years.

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Increased revenue from replacement of inaccurate meters and savings from converting to an Automated Meter Reading System.

Very truly yours,

CITY OF PETERSBURG, VIRGINIA



By: _____
Name: William E. Johnson
Title: City Manager

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 28th, day of October, 2013 between:

PARTIES

JOHNSON CONTROLS, INC. (JCI)
4232 Park Place Ct.
Glen Allen, VA 23060

and

CITY OF PETERSBURG (CUSTOMER)
103 W. Tabb St
Petersburg VA 23803

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Business Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. SCOPE OF THE AGREEMENT. JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. AGREEMENT DOCUMENTS: In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work
Schedule 2A – Assured Performance Guarantee – Utility Meters
Schedule 3 – Customer Responsibilities
Schedule 4 – Price and Payment Terms

Attachments:

- #1 Notice to Proceed
- #2 Change Order
- #3 Certificate of Substantial Completion
- #4 Certificate of Final Completion
- #5 Equipment Lease Purchase Agreement

3. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES. This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the earlier of:

- (a) the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3;

or

- (b) twelve (12) months after JCI's receipt of Customer's Notice to Proceed, subject to adjustments set forth in Section 4 and Section 5 below.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Business Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder, as set forth in further detail in Schedule 2A.

4. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.
5. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.
6. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.
7. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. **NO OTHER EXPRESS IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI.** This warranty does not extend to any Work that has been abused,

altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.
10. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. Except as otherwise specified herein, as between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnities: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless

of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

- 11. CHANGE ORDERS.** The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.
- 12. CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:
- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
 - (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
 - (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

As an accommodation to Customer, JCI will initially enter into an Equipment Lease Purchase Agreement in the form attached hereto as Attachment 5 (the "Lease") with the Customer for the financing of the purchase price by a third party, provided, JCI will assign and the third party will assume, all of JCI's right, title and interest in and to the Lease, as well as JCI duties and obligations arising under or relating to the Lease, concurrent with the execution of this Agreement.

- 13. INSURANCE.** JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

- 14. INDEMNIFICATION.** JCI and the City agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. Neither JCI nor the City will be responsible to the

other for any special, indirect, or consequential damages.

15. **LIMITATION OF LIABILITY.** Neither JCI nor Customer will be responsible to the other for any special, indirect, consequential, remote, punitive, exemplary, loss of profits or revenue, loss of use, or similar damages, regardless of how characterized and regardless of a party having been advised of the possibility of such potential losses or relief, arising in any manner from this Agreement, the Work, the Improvement Measures, the premises, the M&V Services, or otherwise. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S liability under this agreement, regardless of the form of action, shall in no event exceed the amount of the payments actually received by jci under schedule 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.
16. **FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.
17. **JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.
18. **DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.
19. **GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.
20. **MODIFICATIONS.** Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing. The parties contemplate that such modifications may include, but are not limited to, the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Customer. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services.
21. **CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement.

Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

22. **FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
23. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.
24. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
25. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
26. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.
27. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
28. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
29. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202; and to Customer at the address listed on the first page of this Agreement.
30. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

CITY OF PETERSBURG

Signature: William E. Johnson
Printed Name: William E. Johnson
Title: City Manager
Date: 10/28/2013

JOHNSON CONTROLS, INC.

Signature: D. T. Engel
Printed Name: Douglas T. Engel
Title: Regional VP + GM
Date: 11/5/13

SCOPE OF WORK

SUMMARY OF WORK: The following summarizes the Work to be provided by JCI under this Agreement, as further defined below:

Table 1

BIM ID #	Business Improvement Measures (BIM) Description
BIM 1	Water Meter Improvements and Automated Meter Reading (AMR) System with Leak Detection

This Business Improvement Measure will include the following as defined by the scope of work to follow:

- Replacement of small water meters and intermediate water meters..
- Removal of the direct read register from certain large water meters. An absolute encoder register from the original water meter manufacturer will be installed in its place.
- Replacement of select large water meters.
- Installation of an Itron ChoiceConnect Automated Meter Reading (AMR) system to water meters in the distribution system.
- Installation of Itron Leak Sensors at select small and intermediate water meter locations for a leak detection system.

All Meters – Miscellaneous Scope of Work:

- JCI shall document existing meter information including end user account number, service address, existing serial number and size, and the final reading from the existing register.
- For all new meters, JCI shall document the following information: service address, serial number, meter size, initial register reading, and radio transmitter serial number.
- JCI shall document the latitude and longitude of each meter to within a three (3) meter radius using a GPS device.
- JCI shall provide and install strainers, water meters, encoder register, couplings, connectors, gaskets, stainless steel fasteners, and accessories as required.
- JCI shall provide commissioning of all meters and the AMR system.
- System performance measure for route sign-off: a minimum of 98% of the billing reads shall be obtained for all installed meters, within a route and within a 3-day read window and containing all of the billing determinants needed to generate a bill.
- Per Customer direction, the water meters to be used are manufactured by Neptune while the AMR and Leak Detection systems are manufactured by Itron.
- JCI shall be responsible for coordinating installation activities with both the end user and the Customer. JCI shall also provide digital photographs of all meter installations included in this improvement measure. The photographs shall include the final register readings on all meters immediately prior to them being retrofitted.
- JCI will provide all necessary data and support for the data integration into the Customer's existing utility billing system.
- JCI shall provide an interface to the existing billing system and shall be responsible for all new data entry included with this project into the existing billing system. The interface will be in the form of a Microsoft Excel "flat data" file. JCI shall provide and install couplings, connectors, gaskets, stainless steel fasteners, and accessories as required
- All removed meters shall become property of the Customer and will be placed in the Walnut Hill Water Tank parking lot.

Additional Warranty:

Project Warranty shall be sixty (60) days labor only from date of acceptance of each route.

BIM 1 - Water Meter Improvements and Automated Meter Reading (AMR) System Installation with Leak Detection

- A. Small and Intermediate Water Meter Improvements and AMR system with Leak Detection Installation – Active Accounts

Schedule 1

1. JCI shall remove eight-thousand one-hundred twelve (8,112*) existing 0.625" x 0.50" positive displacement water meters from service and install new 0.625" x 0.50" Neptune T-10 positive displacement water meters with synthetic polymer bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
2. JCI shall remove one-hundred twenty-eight (128*) existing 0.75" positive displacement water meters from service and install new 0.75" Neptune T-10 positive displacement water meters with high copper alloy bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
3. JCI shall remove two-thousand two-hundred forty-nine (2,249*) existing 1" positive displacement water meters from service and install new 1" Neptune T-10 positive displacement water meters with high copper alloy bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
4. JCI shall remove one-hundred ninety-seven (197*) existing 1.5" positive displacement water meters from service and install new 1.5" Neptune T-10 positive displacement water meters with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors.
5. JCI shall remove one-hundred ninety-seven (197*) existing 2" positive displacement water meters from service and install new 2" Neptune T-10 positive displacement water meters with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors.

*Quantities are based on the Data Extract provided by Customer during development.

At approximately one-sixth of these services, or not more than one-thousand eight-hundred forty-three (1,843), JCI shall also install a new Itron 100W+ ERT, and a new Itron Leak Sensor. For 1.5" and 2" services that shall receive an Itron Leak Sensor, JCI shall provide special mounting brackets. These particular 100W+ ERT units will have an integral connector for the water meter encoder register and the integral connector for Leak Sensor.

JCI shall connect the Neptune ProRead encoder register from the new water meter to the Itron 100W+ ERT and shall connect the Itron Leak Sensor to the Itron 100W+ ERT

At all remaining services that are to receive a new Neptune T-10 water meter with a ProRead encoder register, which is approximately nine-thousand sixty-nine (9,069) locations, JCI shall install a new Itron 100W+ ERT.

JCI shall be responsible for cutting, drilling, boring, or burning a 0.75" diameter hole into the meter box lid for the Itron remote antenna if said meter will not read during normal drive by activity during system commissioning.

JCI shall provide new Itron 100W+ ERT units, Itron Leak Sensors, Itron Leak Sensor mounting brackets for use on 1.5" and 2" lines, Neptune T-10 water meters with ProRead encoder registers, mounting rods for 100W+ ERT units, gaskets, and stainless steel fasteners for intermediate size water meters with flanged connections.

B. Large Water Meter Improvements and AMR System with Leak Detection Installation

1. Account Number: 7689832
Customer Name: Dunlop St. Apartments
Service Address: 222 N. Dunlop St.
Existing Meter: 3" Neptune TruFlo Compound, S/N 74094109
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) 3/4" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.
JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

2. Account Number: 5802851
Customer Name: Golden Living Center – Battlefield Park
Service Address: 250 Flank Rd
Existing Meter: 3" Neptune TruFlo Compound, S/N 31857551
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
3. Account Number: 7694896
Customer Name: New Transit Bus station
Service Address: 100 W. Washington St
Existing Meter: 3" Neptune TruFlo Compound, S/N 70213554
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
4. Account Number: 7690622
Customer Name: Addison Apartments
Service Address: 6 Willow Way
Existing Meter: 4" Neptune TruFlo Compound, S/N 70198225
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
5. Account Number: Unknown
Customer Name: Bleachtech
Service Address: 2020 Bessemer Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 45869942
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
6. Account Number: 2010700
Customer Name: Brenco
Service Address: Frontage Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 70057383
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in

cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

7. Account Number: 3417210
Customer Name: Gillhaven Manor
Service Address: 500 Farmer St
Existing Meter: 4" Neptune TruFlo Compound, S/N 70198229
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

8. Account Number: 2085000
Customer Name: Industrial Galvanized
Service Address: 3535 Halifax Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 70049888
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

9. Account Number: 2004000
Customer Name: Pepsi Distributor
Service Address: 1501 W. Washington St
Existing Meter: 4" Neptune TruFlo Compound, S/N 45889914
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

10. Account Number: Unknown
Customer Name: Pin Oaks Estates
Service Address: 2530 Pin Oak St.
Existing Meter: 4" Neptune TruFlo Compound; S/N 70197094
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

11. Account Number: 2004450
Customer Name: PreCon
Service Address: 220 S. Perry St
Existing Meter: 4" Rockwell W-1000 Turbine, S/N Unknown
Scope of Work: JCI shall remove the existing meter from service and burn one (1) ¾" hole into the existing meter vault lid. JCI shall install a new 4" Neptune HP Turbine water meter with ProRead encoder register that reads in cubic feet and Itron ERT®/Endpoint inline connector. JCI shall connect the new meter register to one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and shall connect one (1) Itron TTL antenna to the Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) 4" Neptune HP Turbine water meter with ProRead encoder register and Itron ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, and one (1) Itron TTL antenna along with all fittings, flanges, couplers, gaskets, and stainless steel fasteners.

12. Account Number: 7698089
Customer Name: 14 Apartments
Service Address: 319 Brown St
Existing Meter: 6" Neptune TruFlo Compound, S/N 70252901
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

13. Account Number: 7675689
Customer Name: Boars Head
Service Address: 1950 Industry Pl
Existing Meter: 6" Neptune TruFlo Compound, S/N 31978830
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

14. Account Number: Unknown
Customer Name: Fort Haynes
Service Address: Fort Haynes Ct
Existing Meter: 6" Neptune TruFlo T-8 Compound, S/N 31964196
Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into the existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) 6" Neptune TruFlo Compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron TTL antennas along with all fittings, flanges, couplers, gaskets, and stainless steel fasteners.

15. Account Number: Unknown
Customer Name: Fort Lee
Service Address:
Existing Meter: 6" Neptune TruFlo Compound, S/N 31964196

Schedule 1

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

16. Account Number: Unknown
Customer Name: Fort Lee
Service Address:

Existing Meter: 6" Neptune TruFlo Compound, S/N 60305461

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

17. Account Number: 2090000
Customer Name: New Millennium Studios
Service Address: 1 Millennium Dr

Existing Meter: 6" Neptune TruFlo Compound, S/N 70027721

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

18. Account Number: 2005910
Customer Name: Prince George
Service Address: Flank Rd & Johnson Rd
Existing Meter: 6" Neptune TruFlo Compound, S/N 30786308

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

19. Account Number: 7690599
Customer Name: Southside Regional Hospital
Service Address: 200 Medical Park Blvd
Existing Meter: 6" Neptune TruFlo Compound, S/N 60305375

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

Schedule 1

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

20. Account Number: 7677588

Customer Name: Sports Complex

Service Address:

Existing Meter: 6" Neptune TruFlo T-8 Compound, S/N 31964194

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect the new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) 6" Neptune TruFlo Compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

21. Account Number: 7692147

Customer Name: Vision Systems of Virginia

Service Address: 1015 Commerce St

Existing Meter: 6" Neptune TruFlo Compound, S/N 31958823

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) Neptune 6" compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

22. Account Number: Unknown

Customer Name: Wastewater Treatment Plant

Service Address:

Existing Meter: 6" Neptune TruFlo Compound, S/N 31964157

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect the new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) Neptune 6" compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

23. Account Number: 2010850

Customer Name: B.I. Chemical

Service Address: 2975 Frontage Rd

Existing Meter: 10" Sensus W-5500 Turbine, S/N Unknown

Scope of Work: JCI shall burn one (1) ¾" hole into the existing meter vault lid. JCI shall connect the existing Sensus ICE-Opto encoder register to one (1) Itron Pit ERT®/Endpoint inline connector using a manufacturer approved splicing kit. JCI shall connect one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to the 100W+ ERT.

JCI shall provide one (1) Itron Pit ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, one (1) Itron TTL antenna, and one (1) manufacturer approved splicing kit.

24. Account Number: 7693791

Customer Name: Harrison Creek Apartments

Service Address: 1200 Harrison Creek Blvd

Existing Meter: 8x2" Neptune Protectus II with T-10, S/N 70218204

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) 3/4" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

For all accounts listed above, JCI shall mount the 100W+ ERT on top of a sturdy rod of suitable diameter (i.e., steel rebar, PVC pipe, fiberglass rod, etc...). JCI shall provide mounting rods for 100W+ ERT units and gaskets.

C. New Meter Installations with AMR System and Leak Detection Installation

1. Account Number: 7694896

Customer Name: New Transit Bus station

Service Address: 100 W. Washington St

Existing Meter:

Scope of Work: JCI shall replumb existing 2" tap before main meter to accommodate a new 2" Neptune T-10 water meter (17" lay length) and burn one (1) 3/4" hole into the existing meter vault lid. JCI shall install one (1) new 2" Neptune T-10 water meter with a ProRead encoder register that reads in cubic feet and an Itron Pit ERT®/Endpoint inline connector. JCI shall connect the new meter to one (1) Itron 100W+ ERT endpoint with 25' of cable and connect one (1) Itron TTL antenna to the 100W+ ERT.

JCI shall provide one (1) 2" Neptune T-10 water meter with ProRead encoder register and Itron Pit ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, and one (1) Itron TTL antenna along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

D. AMR System Installation

JCI shall provide and install an Itron ChoiceConnect Mobile Reading AMR system. JCI shall provide the following items:

- One (2) CF-53 Toughbook Laptop with Power Adapter and MC Software
- One (2) Itron Mobile Collector 3 (MC3) RF Unit
- One (1) MCLite Mobile Collector Lite
- One (2) Itron FC300 SRead Radio with Imager, GPS, and Bluetooth
- One (2) Itron FC300 single dock with power supply and power cable
- One (1) Itron MVRS Software License for between 10,001 and 25,000 Endpoints Serviced
- MVRS Software Implementation
- Utility Billing System Interface Development
- Customer support and Itron ChoiceConnect mobile AMR system maintenance for one (1) year
- Itron Analytics Software Install, Set-up & Training

E. Leak Detection System Installation

In order to reduce real water losses, JCI will install an automated leak detection system (manufactured by Itron) throughout the Customer service area as described in the business improvement measures above. The leak system will interface with the water meter Itron AMR system for remote monitoring and alarming.

Schedule 1

JCI shall provide a minimum of one (1) day of onsite training in the installation and operation of the automated leak detection hardware and software. JCI shall also provide the services of an experienced field engineer on a quarterly basis in Year 1 to analyze the results of the leak detection system, provide quality assurance in collecting data, and to provide advance training as needed.

JCI shall provide the following:

- Provide and install up to one-thousand eight-hundred forty-three (1,843) Itron Leak Sensors
- Provide and install Leak Sensor Mounting Brackets for 1.5" and 2" pipes as necessary
- Provide one (1) Itron Complete Digital Leak Detector (DLD) System that shall consist of a DLD Audio Processor, DLD Ground Listening Stick Assembly, DLD Accelerometer, DLD Audio Processor Bag, DLD Equipment Case, DLD Accessories Kit, and DLD Sennheiser Headphones
- Provide one (1) Itron ZCorr noise correlating logger kit with four (4) ZCorr noise correlating loggers, ZCorr Docking Station, ZCorr Set Up Kit, and ZCorr data cable.
- Provide mlogonline hosting services for up to two-thousand three-hundred thirty-six (2,336) Itron Leak Sensors for one (1) year.
- Itron Project Services – Leak Sensor
- Itron Water Loss Management Training (one day)
- One (1) year of annual maintenance for the ZCorr 3 Logger System and for the Complete Digital Leak Detector system.

F. Change Order Process:

- JCI shall present to Customer (for review and approval) all additional and/or unforeseen work scope items and related pricing. JCI shall not proceed with any work until scoping/pricing has been approved by Customer.

CITY OF PETERSBURG, VA

Signature:

William E. Johnson

Printed Name:

William E. Johnson

Title:

City Manager

Date:

10/28/13

JOHNSON CONTROLS, INC.

Signature:

Douglas T. Eugel

Printed Name:

Douglas T. Eugel

Title:

Regional VP + GM

Date:

11/5/13

ASSURED PERFORMANCE GUARANTEE – UTILITY METERS

Section I. PROJECT BENEFITS

A. **Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services for 15 years, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the increased meter accuracy benefits calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Projected but Not Guaranteed Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. **Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$2,217,705 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$6,290,362 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$8,508,067 as set forth in the Total Project Benefits table below.

Total Project Benefits

Table 2

Year	Measured Increased Accuracy Benefit	Non-Measured Billing Rate Verification Benefit	Non-Measured Leak Detection System Benefit	Non-Measured Operation & Maintenance Cost Avoidance	Annual Project Benefits
1	\$357,046	\$12,433	\$54,110	\$69,691	\$493,280
2	\$357,046	\$12,433	\$54,110	\$69,691	\$493,280
3	\$357,046	\$12,433	\$54,110	\$69,691	\$493,280
4	\$367,757	\$12,806	\$55,733	\$69,691	\$505,988
5	\$378,790	\$13,190	\$57,405	\$69,691	\$519,077
6	\$390,154	\$13,586	\$59,127	\$69,691	\$532,558
7	\$401,858	\$13,993	\$60,901	\$69,691	\$546,444
8	\$413,914	\$14,413	\$62,728	\$69,691	\$560,747
9	\$426,332	\$14,846	\$64,610	\$69,691	\$575,478
10	\$439,122	\$15,291	\$66,548	\$69,691	\$590,652
11	\$452,295	\$15,750	\$68,545	\$69,691	\$606,281
12	\$465,864	\$16,222	\$70,601	\$69,691	\$622,379
13	\$479,840	\$16,709	\$72,719	\$69,691	\$638,959
14	\$494,235	\$17,210	\$74,901	\$69,691	\$656,037
15	\$509,062	\$17,726	\$77,148	\$69,691	\$673,628
Total	\$6,290,362	\$219,042	\$953,299	\$1,045,365	\$8,508,067

*Mutually agreed upon fixed annual escalation of 3% is included for all measures less O&M beginning in Y4.

*O&M is not escalated at all during the term of the contract

Within ninety (90) days of the commencement of the Performance Period, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Performance Period. Within ninety (90) days of each anniversary of the commencement of the Performance Period, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels, or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

- (i) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

- (ii) Project Benefits Surpluses. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term,
- (iii) Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

Section II MEASURED PROJECT BENEFITS

The Project Benefits identified below shall be Measured Project Benefits (as defined above and described below) under this Schedule.

Table 3

Year	Measured Increased Accuracy Benefit
1	\$357,046
2	\$357,046
3	\$357,046
4	\$367,757
5	\$378,790
6	\$390,154
7	\$401,858
8	\$413,914
9	\$426,332
10	\$439,122
11	\$452,295
12	\$465,864
13	\$479,840
14	\$494,235
15	\$509,062
Total	\$6,290,362

*Measured meter accuracy benefit includes a mutually agreed upon fixed annual escalation rate of 3% beginning in Year 4.

1. Measured Increased Water Meter Accuracy Benefit

During project development, JCI performed meter testing on individual large meters and individual 1.5" meters while taking statistical samples of 5/8" and 2" water meters from the system. The 5/8" and 2" sample set were pulled from service and replaced with new meters. These meters were then shipped to the JCI meter testing facility in Louisville KY for accuracy testing. Large meters were tested on location and were not removed from service. The total Year 1 project benefits result from the replacement of these meters amounts to \$278,616.97. Below is a summary of the meters being replaced along with a description of the benefit categorized by size and application:

Table 4

Accounts	Account #	Name	Meters	Meter Size	Rate Code	Revenue	Base	Rev. Above Base (Actual)	Actual Accuracy	Guarantee Accuracy	Projected Revenue	Projected Benefit	Projected Benefit
1	null	null	1	0.625	0	\$237.43	\$128.10	\$109.33	0.88	0.985	\$122.37	\$13.04	\$ 13.04
16	null	null	16	0.625	20	\$2,246.23	\$989.90	\$1,256.33	0.88	0.985	\$1,406.23	\$149.90	\$ 149.90
6995	null	null	6987	0.625	25	\$759,173.84	\$408,693.24	\$350,480.60	0.88	0.985	\$392,299.30	\$41,818.70	\$ 41,818.70
7	null	null	7	0.625	26	\$595.84	\$437.64	\$158.20	0.88	0.985	\$177.07	\$18.87	\$ 18.87
1	null	null	1	0.625	27	\$40.71	\$41.68	(\$0.97)	0.88	0.985	(\$1.08)	(\$0.11)	\$ -
51	null	null	51	0.625	28	\$10,256.88	\$3,021.80	\$7,235.08	0.88	0.985	\$8,098.35	\$863.27	\$ 863.27
2	null	null	2	0.625	29	\$395.82	\$313.08	\$82.74	0.88	0.985	\$92.61	\$9.87	\$ 9.87
450	null	null	448	0.625	34	\$62,892.32	\$27,112.84	\$35,779.48	0.88	0.985	\$40,048.62	\$4,269.14	\$ 4,269.14
1	null	null	1	0.625	35	\$82.95	\$41.68	\$41.27	0.88	0.985	\$46.19	\$4.92	\$ 4.92
1	null	null	1	0.625	36	\$414.94	\$273.66	\$141.28	0.88	0.985	\$158.13	\$16.85	\$ 16.85
1	null	null	1	0.625	37	\$106.45	\$62.52	\$43.93	0.88	0.985	\$49.17	\$5.24	\$ 5.24
4	null	null	4	0.625	39	\$583.21	\$250.08	\$333.13	0.88	0.985	\$372.87	\$39.74	\$ 39.74
39	null	null	37	0.625	45	\$5,585.97	\$2,438.28	\$3,147.69	0.88	0.985	\$3,523.26	\$375.57	\$ 375.57
2	null	null	2	0.625	61	\$114.10	\$93.78	\$20.32	0.88	0.985	\$22.74	\$2.42	\$ 2.42
1	null	null	1	0.625	252	\$469.38	\$341.52	\$127.86	0.88	0.985	\$143.11	\$15.25	\$ 15.25
2	null	null	2	0.625	261	\$230.05	\$192.24	\$37.81	0.88	0.985	\$42.32	\$4.51	\$ 4.51
13	null	null	13	0.625	520	\$3,479.56	\$1,643.95	\$1,835.61	0.88	0.985	\$2,054.63	\$219.02	\$ 219.02
6980	null	null	6972	0.625	525	\$1,519,558.88	\$835,617.65	\$683,941.23	0.88	0.985	\$765,547.85	\$81,606.62	\$ 81,606.62
7	null	null	7	0.625	526	\$1,191.48	\$896.70	\$294.78	0.88	0.985	\$329.95	\$35.17	\$ 35.17
1	null	null	1	0.625	527	\$82.39	\$85.40	(\$3.01)	0.88	0.985	(\$3.36)	(\$0.35)	\$ -
51	null	null	51	0.625	528	\$20,726.52	\$6,191.50	\$14,535.02	0.88	0.985	\$16,269.31	\$1,734.29	\$ 1,734.29
2	null	null	2	0.625	529	\$796.41	\$640.44	\$155.97	0.88	0.985	\$174.58	\$18.61	\$ 18.61
464	null	null	461	0.625	534	\$129,753.63	\$57,388.80	\$72,364.83	0.88	0.985	\$80,999.26	\$8,634.43	\$ 8,634.43
1	null	null	1	0.625	535	\$169.98	\$85.40	\$84.58	0.88	0.985	\$94.67	\$10.09	\$ 10.09
1	null	null	1	0.625	537	\$215.60	\$128.10	\$87.50	0.88	0.985	\$97.94	\$10.44	\$ 10.44
3	null	null	3	0.625	539	\$1,048.52	\$384.30	\$664.22	0.88	0.985	\$743.47	\$79.25	\$ 79.25
4	null	null	4	0.75	25	\$240.65	\$187.56	\$53.09	0.88	0.985	\$59.42	\$6.33	\$ 6.33
92	null	null	92	0.75	26	\$10,291.09	\$5,605.96	\$4,685.13	0.88	0.985	\$5,244.15	\$559.02	\$ 559.02
1	null	null	1	0.75	28	\$1,837.92	\$62.52	\$1,775.40	0.88	0.985	\$1,987.23	\$211.83	\$ 211.83
18	null	null	18	0.75	35	\$4,252.84	\$1,125.36	\$3,127.48	0.88	0.985	\$3,500.64	\$373.16	\$ 373.16
2	null	null	2	0.75	45	\$996.84	\$125.04	\$871.80	0.88	0.985	\$975.82	\$104.02	\$ 104.02
4	null	null	4	0.75	525	\$481.62	\$384.30	\$97.32	0.88	0.985	\$108.93	\$11.61	\$ 11.61
92	null	null	92	0.75	526	\$20,609.22	\$11,486.30	\$9,122.92	0.88	0.985	\$10,211.45	\$1,088.53	\$ 1,088.53
1	null	null	1	0.75	528	\$3,688.08	\$128.10	\$3,559.98	0.88	0.985	\$3,984.75	\$424.77	\$ 424.77
2	null	null	2	0.75	534	\$2,000.30	\$256.20	\$1,744.10	0.88	0.985	\$1,952.20	\$208.10	\$ 208.10
18	null	null	18	0.75	535	\$8,554.52	\$2,305.80	\$6,248.72	0.88	0.985	\$6,994.30	\$745.58	\$ 745.58
1	1032200	WASH ST M E CHURCH	1	1	29	\$13,502.45	\$182.63	\$13,319.82	0.985	0.985	\$13,319.82	\$0.00	\$ -
1	1032200	WASH ST M E CHURCH	1	1	529	\$27,567.49	\$373.59	\$27,193.90	0.985	0.985	\$27,193.90	\$0.00	\$ -
1	2004300	VA TEXTILE SERVICE INC	1	1.5	1	\$27,109.14	\$536.25	\$26,572.89	0.861	0.985	\$30,389.29	\$3,816.40	\$ 3,816.40
1	1507804	RAVI INC	1	1.5	36	\$7,224.15	\$273.66	\$6,950.49	0.507	0.985	\$13,482.14	\$6,531.65	\$ 6,531.65
1	5240500	LAUNDERAMA	1	1.5	36	\$3,056.16	\$273.66	\$2,782.50	0.985	0.985	\$2,782.50	\$0.00	\$ -
1	5798181	SOUTHSIDE REG MEDICAL CENTER	1	1.5	36	\$3,475.89	\$273.66	\$3,202.23	0.985	0.985	\$3,202.23	\$0.00	\$ -
1	5798250	ARBYS RESTAURANT	1	1.5	36	\$2,383.15	\$273.66	\$2,109.49	0.854	0.985	\$2,432.50	\$323.01	\$ 323.01
1	7688327	BHAGAT PARKASH LLC	1	1.5	36	\$2,619.70	\$273.66	\$2,346.04	0.55	0.985	\$4,194.68	\$1,848.64	\$ 1,848.64
1	7678332	PETERSBURG SCHOOL BOARD	1	1.5	47	\$3,044.58	\$273.66	\$2,770.92	0.853	0.985	\$3,199.71	\$428.79	\$ 428.79
1	2004300	VA TEXTILE SERVICE INC	1	1.5	201	\$60,302.81	\$1,215.11	\$59,087.70	0.861	0.985	\$67,573.88	\$8,486.18	\$ 8,486.18

Table 4 (continued)

1	1507804	RAVI INC	1	1.5	536	\$14,535.88	\$560.82	\$13,975.06	0.507	0.985	\$27,107.98	\$13,132.92	\$ 13,132.92
1	5240500	LAUNDERAMA	1	1.5	536	\$6,089.51	\$560.82	\$5,528.69	0.985	0.985	\$5,528.69	\$0.00	\$ -
1	5798181	SOUTHSIDE REG MEDICAL CENTER	1	1.5	536	\$6,951.27	\$560.82	\$6,390.45	0.985	0.985	\$6,390.45	\$0.00	\$ -
1	5798250	ARBYS RESTAURANT	1	1.5	536	\$4,766.87	\$560.82	\$4,206.05	0.854	0.985	\$4,850.10	\$644.05	\$ 644.05
1	7678332	PETERSBURG SCHOOL BOARD	1	1.5	536	\$6,083.32	\$560.82	\$5,522.50	0.853	0.985	\$6,377.09	\$854.59	\$ 854.59
1	7688327	BHAGAT PARKASH LLC	1	1.5	536	\$5,294.88	\$560.82	\$4,734.06	0.55	0.985	\$8,464.42	\$3,730.36	\$ 3,730.36
1	null	null	1	2	0	\$208.68	\$170.76	\$37.92	0.849	0.985	\$43.97	\$6.05	\$ 6.05
1	null	null	1	2	4	\$8,668.98	\$2,564.16	\$6,104.82	0.849	0.985	\$7,080.23	\$975.41	\$ 975.41
3	null	null	3	2	21	\$2,513.85	\$187.56	\$2,326.29	0.849	0.985	\$2,697.98	\$371.69	\$ 371.69
2	null	null	2	2	25	\$354.56	\$125.04	\$229.52	0.849	0.985	\$266.19	\$36.67	\$ 36.67
5	null	null	5	2	28	\$5,647.88	\$312.60	\$5,335.28	0.849	0.985	\$6,187.74	\$852.46	\$ 852.46
2	null	null	2	2	29	\$302.40	\$313.08	(\$10.68)	0.849	0.985	(\$12.38)	(\$1.70)	\$ -
89	null	null	86	2	30	\$140,593.54	\$42,612.29	\$97,981.25	0.849	0.985	\$113,636.56	\$15,655.31	\$ 15,655.31
1	null	null	1	2	34	\$533.85	\$62.52	\$471.33	0.849	0.985	\$546.63	\$75.30	\$ 75.30
2	null	null	2	2	36	\$5,518.05	\$547.32	\$4,970.73	0.849	0.985	\$5,764.94	\$794.21	\$ 794.21
33	null	null	30	2	41	\$33,918.50	\$16,511.22	\$17,407.28	0.849	0.985	\$20,188.59	\$2,781.31	\$ 2,781.31
2	null	null	2	2	45	\$121.56	\$125.04	(\$3.48)	0.849	0.985	(\$4.03)	(\$0.55)	\$ -
13	null	null	13	2	52	\$18,712.13	\$6,421.80	\$12,290.33	0.849	0.985	\$14,254.06	\$1,963.73	\$ 1,963.73
1	null	null	1	2	54	\$40,860.43	\$1,302.90	\$39,557.53	0.849	0.985	\$45,877.97	\$6,320.44	\$ 6,320.44
1	null	null	1	2	204	\$17,507.67	\$5,251.32	\$12,256.35	0.849	0.985	\$14,214.65	\$1,958.30	\$ 1,958.30
13	null	null	13	2	252	\$38,051.23	\$13,148.52	\$24,902.71	0.849	0.985	\$28,881.63	\$3,978.92	\$ 3,978.92
1	null	null	1	2	254	\$82,973.73	\$2,668.50	\$80,305.23	0.849	0.985	\$93,136.29	\$12,831.06	\$ 12,831.06
3	null	null	3	2	521	\$5,070.53	\$384.30	\$4,686.23	0.849	0.985	\$5,434.98	\$748.75	\$ 748.75
5	null	null	5	2	528	\$11,456.55	\$640.50	\$10,816.05	0.849	0.985	\$12,544.22	\$1,728.17	\$ 1,728.17
2	null	null	2	2	529	\$603.04	\$640.44	(\$37.40)	0.849	0.985	(\$43.37)	(\$5.97)	\$ -
115	null	null	109	2	530	\$310,060.57	\$114,750.72	\$195,309.85	0.849	0.985	\$226,516.19	\$31,206.34	\$ 31,206.34
2	null	null	2	2	534	\$1,190.13	\$256.20	\$933.93	0.849	0.985	\$1,083.15	\$149.22	\$ 149.22
2	null	null	2	2	536	\$11,018.82	\$1,121.64	\$9,897.18	0.849	0.985	\$11,478.53	\$1,581.35	\$ 1,581.35
1	7698089	ADC III PBG LLC	1	3	16	\$1,159.73	\$62.52	\$1,097.21	0.985	0.985	\$1,097.21	\$0.00	\$ -
1	5802851	BATTLEFIELD PARK	1	3	53	\$5,363.97	\$1,000.68	\$4,363.29	0.535	0.985	\$8,028.84	\$3,665.55	\$ 3,665.55
2	7699340	EDC	1	3	53	\$917.29	\$917.29	\$0.00	0.985	0.985	\$0.00	\$0.00	\$ -
1	2010700	BRENCO INC-3 REGISTERS COMB.	1	4	3	\$37,006.35	\$1,837.20	\$35,169.15	0.985	0.985	\$35,169.15	\$0.00	\$ -
1	1530100	N & W RAILROAD, MAIL STOP #8	1	4	32	\$1,558.54	\$1,563.48	(\$4.94)	0.985	0.985	(\$4.94)	\$0.00	\$ -
1	1214050	CITY JAIL	1	4	43	\$12,294.05	\$1,563.48	\$10,730.57	0.985	0.985	\$10,730.57	\$0.00	\$ -
1	7675665	APPOMATTOX REG. GOV.'S SCHOOL	1	4	43	\$1,348.27	\$1,563.48	(\$215.21)	0.985	0.985	(\$215.21)	\$0.00	\$ -

Table 4 (continued)

1	2004000	PEPSI COLA	1	4	54	\$1,857.77	\$1,563.48	\$294.29	0.985	0.985	\$294.29	\$0.00	\$ -
1	2085000	INDUSTRIAL GALVANIZERS	1	4	54	\$2,993.33	\$1,563.48	\$1,429.85	0.288	0.985	\$4,886.89	\$3,457.04	\$ 3,457.04
1	7691266	BLEACHTECH LLC	1	4	54	\$100,398.00	\$1,563.48	\$98,834.52	0.985	0.985	\$98,834.52	\$0.00	\$ -
1	7693901	KHAN ILYAS MUHAMMAD*	1	4	54	\$2,719.70	\$1,563.48	\$1,156.22	0.985	0.985	\$1,156.22	\$0.00	\$ -
1	7694896	CITY OF PETERSBURG NEW TRANSIT	1	4	55	\$1,547.83	\$1,563.48	(\$15.65)	0.985	0.985	(\$15.65)	\$0.00	\$ -
1	1530021	RSI LEASING, INC.	1	6	33	\$3,072.09	\$3,127.02	(\$54.93)	0.985	0.985	(\$54.93)	\$0.00	\$ -
1	5777580	POPLAR SPRINGS HOSPITAL	1	6	33	\$5,737.47	\$3,127.02	\$2,610.45	0.985	0.985	\$2,610.45	\$0.00	\$ -
1	7675689	FRANK BRUNCKHORST CO SITE #06	1	6	56	\$40,979.31	\$3,127.08	\$37,852.23	0.985	0.985	\$37,852.23	\$0.00	\$ -
1	7690599	PETERSBURG HOSPITAL LLC	1	6	56	\$35,945.67	\$3,127.08	\$32,818.59	0.985	0.985	\$32,818.59	\$0.00	\$ -
1	2000000	SOUTH CENTRAL WASTEWATER	1	6	57	\$4,470.25	\$3,127.08	\$1,343.17	0.985	0.985	\$1,343.17	\$0.00	\$ -
1	7677588	PROPERTY MAINTENANCE	1	6	57	\$5,229.16	\$3,127.08	\$2,102.08	0.339	0.985	\$6,097.02	\$3,994.94	\$ 3,994.94
1	7692147	CITY OF PETERSBURG	1	6	57	\$3,054.06	\$3,127.08	(\$73.02)	0.985	0.985	(\$73.02)	\$0.00	\$ -
1	2010850	BOEHRINGER INGELHEIM CHEMICALS	1	10	2	\$104,430.06	\$9,693.72	\$94,736.34	0.985	0.985	\$94,736.34	\$0.00	\$ -
Totals						\$3,875,379.00	\$1,634,503.00	\$2,240,876.00			\$2,519,484.29	\$278,608.29	\$278,616.97

Note: "Null" is a placeholder for multiple accounts or incomplete data from the data extract)

2. Measured Increased Water Meter Accuracy Benefit from Manual Calculations

The meters listed below in table 5 were calculated manually on an individual basis due to various complexities in the billing of these accounts. The base year projected water and sewer benefit resulting from the replacement of these meters amounts to **\$32,610.61**.

Table 5

Acct.	Name	Address	Meter Size	Tested Accuracy	Post-Retrofit Accuracy	Water Benefit	Sewer Benefit	Total Benefit	Note
7681791	BDM CRATER LLC/FIRST COL TOWN	1655 S CRATER RD	1.5"	70.5%	98.5%	\$589.27	\$1,184.92	\$ 1,774.19	Multi Unit
7680159	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (15)	1.5"	85.9%	98.5%	\$102.96	\$204.98	\$ 307.95	Multi Unit
7675930	JEFFERSON SOUTH OF THE JAMES	6 BOYDTON PLANK RD	1.5"	84.3%	98.5%	\$381.98	\$756.28	\$ 1,138.26	Multi Unit
7676811	WOODMERE PINTS ASSOC	200 WALNUT BLVD	1.5"	50.0%	98.5%	\$1,716.47	\$3,479.23	\$ 5,195.70	Multi Unit
1550901	PRODUCE CENTER #2	1500 BAXTER RD	1.5"	83.6%	98.5%	\$283.39	\$572.03	\$ 855.42	Multi Unit
5802851	Golden Living Center - Battlefield Pk	250 Flank Rd	3"	53.5%	98.5%	In Revenue Model	\$7,361.24	\$ 7,361.24	
2085000	Industrial Galvanized	3535 Halifax Rd	4"	28.8%	98.5%	In Revenue Model	\$7,201.87	\$ 7,201.87	
7690622	Addison Apts	6 Willow Way	4"	95.2%	98.5%	\$159.56	\$326.77	\$ 486.33	Multi Unit
7677588	Sports Complex	100 BALLPARK RD	6"	34.0%	98.5%	In Revenue Model	\$8,289.67	\$ 8,289.67	
Totals						\$3,233.63	\$29,376.99	\$ 32,610.61	

Table 6 below shows manually calculated water and sewer benefits per rate code for multi-unit accounts not included in the revenue model (Table 4) detailed above. The base year projected water and sewer benefit resulting from the replacement of meters amounts to **\$45,817.61**.

Table 6

Rate Code	Meter Size	Tested Accuracy	Projected Benefit Increase
011	.625	88.00%	\$ 574.66
016	2.000	84.93%	\$ 1,359.58
028	.625	88.00%	\$ 1,843.80
	.750	88.00%	\$ 3.48
	2.000	84.93%	\$ 3,535.77
211	.625	88.00%	\$ 1,170.26
216	2.000	84.93%	\$ 2,760.44
528	.625	88.00%	\$ 3,735.43
	.750	88.00%	\$ 6.97
	2.000	84.93%	\$ 30,827.23
Totals			\$ 45,817.61

Table 7 below shows the accounts associated with the benefit in table 6 above.

Table 7

Acct #	Customer Name	Address	Rate Code	Meter Size
1001200	BROWN D M	138 S ADAMS ST	028	.625
1002006	JONES ROBERT L	232 S ADAMS ST	028	.625
1002300	JONES ROBERT L	236 S ADAMS ST	028	.625
1008803	CARSON ELESTER E	102 FILLMORE ST	028	.625
1009900	BURGESS DORIS H	218 FILLMORE ST	028	.625
1012702	P & S/WILLIAM A PATTON	31 S JEFFERSON ST	028	.625
1013101	KELLY JOHN	111 S JEFFERSON ST	028	.625
1204801	OLD MANSION FOODS	37 BOLLINGBROOK	028	.625
1204901	OLD MANSION FOODS	39 BOLLINGBROOK	028	.625
1208102	KELLY STANLEY M	14 CENTRE HILL CT	028	.625
1208207	SMITH ALFRED K	15 CENTRE HILL CT (BOX	028	.625
1216501	BRISSETTE HORACE	215 N JEFFERSON ST	028	.625
1329803	WHITTLE & ROPER	837 MILLER ST	028	.625
1506001	WHITING ROBERT G	607 S CRATER RD	028	.625
1547106	RUSSELL JAMES E	2325 COUNTY DR	028	.625
1549301	MARKS JOE	2617 COUNTY DR	028	.625
1553700	NETTIE M DEADMON	1648 HICKORY HILL RD	028	.625
1570010	PINETREE APTS	3100 PINETREE (A) DR	028	.625
1570030	PINETREE APTS	3100 PINETREE (C) DR	028	.625
1570040	PINETREE APTS	3100 PINETREE (D) DR	028	.625
1570050	PINETREE APTS	3100 PINETREE (E) DR	028	.625
1570060	PINETREE APTS	3100 PINETREE (F) DR	028	.625
1570080	PINETREE APTS	3100 PINETREE (H) DR	028	.625
1580010	PINETREE APTS	3100 PINETREE (K) DR	028	.625

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Acct #	Customer Name	Address	Rate Code	Meter Size
1580050	PINETREE APTS	3100 PINETREE (O) DR	028	.625
1580060	PINETREE APTS	3100 PINETREE (P) DR	028	.625
2005920	PRINCE GEORGE COUNTY	FORT HAYE	011	.625
3128104	WALKER LAWRENCE E	823 HALIFAX ST	028	.625
3136101	SHORTTS GROCERY	702 HARDING ST	028	.625
3145900	GOODSON CLAUDIS	130 LIBERTY ST	028	.625
3212901	TAYLOR SHIRLEY P	524 HARRISON ST	028	.625
3225307	JOHNSON DIANE	452 HARDING ST	028	.625
3227301	WHITE TYRONE U	418 PORTERVILLE ST	028	.625
3231900	STEVENS RONALD & ELAINE	116 SHORE ST	028	.625
3429201	WAYNER JOSEPH R JR-DAVID E	624 W WYTHE ST	028	.625
3438100	LEE GARFIELD	15 PINE ST	028	.625
3441203	HINES RICHARD C	13 S SOUTH ST	028	.625
3943200	CHAMBERS CHARLES(DECEASED)	201 ST MATTHEW ST	028	.625
5102501	WHITTLE JOE	1864 ARCH ST(A.B.C)	028	.625
5103000	PACKER BETTY	1904 ARCH ST	028	.625
5104203	PRESTON JOSEPH E	1551 BERKELEY AVE	028	.625
5120300	DANCE WALTER	1810 BRANDON AVE	028	.625
5324201	ROPER WILLIAM N	1934 OAKLAND ST	028	.625
7101603	KIM YUN H	853 COMMERCE ST	028	.625
7131200	TAYLOR CALVIN	1134 W WASHINGTON	028	.625
7216600	CROCKER GEORGE	908 W HIGH ST	028	.625
7247701	HINES RICHARD C	716 W WASHINGTON	028	.625
7319008	DUBOIS JOANN H	521 GROVE AVE	028	.625
7326001	HAUCK & FEUERBACHER	310 HIGH ST	028	.625
7326202	HAUCK & FEUERBACHER	312 HIGH ST	028	.625
7516604	VAUGHAN CLARENCE R	226 GRIGG ST	028	.625
7518003	SHEFFIELD MAJOR J	322 GRIGG ST	028	.625
7673219	JONES I A	634 GROVE AVE (634-36)	028	.625
7673232	DUBOIS JOANNE	424 N MARKET ST	028	.625
7673606	WOODARD TONY L & MONIQUE**PP	216 S JEFFERSON ST	028	.625
7676662	AVERY VIRGINIA C	1336 HINTON ST	028	.625
7677636	MCKENZIE CAROL EDWARD*	38 PERRY ST	028	.625
7677673	SLOAN & ASSOCIATES	137 CLAYTON ST	028	.625
7678251	COLLIER CHRISTOPHER MASON	927 FARMER ST	028	.625
7678401	GIBBS DARLENE JONES	335 N CRATER RD	028	.625
7679101	MOSS-BRIGGS SHELIA DARLENE	119 LIBERTY ST	028	.625
7679124	GRISWOLD SUSAN WHITE	140 S ADAMS ST	028	.625
7679571	HOLGUIN GERALD	104 FILLMORE ST	028	.625
7680392	WAPNIARZ MIREK A & BUDYCH DAVI	1233 W HIGH ST	028	.625
7680844	MCKENZIE CAROL E & DAWN N	8 CENTRE HILL CT	028	.625
7681223	DAWSON JAVANTA R	1940 WESTOVER AVE	028	.625

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Acct #	Customer Name	Address	Rate Code	Meter Size
7681777	MORTON & MORTON, LLC.	528 HARRISON ST	028	.625
7682455	SMITH PATRICIA E	1138 W WASHINGTON	028	.625
7685181	POTTS JUAN SAN TARIGO/KIM A	117 BOLLINGBROOK	028	.625
7685500	HATCHETT JR LOUIS K/LILLIAN M	1848 COGGIN ST	028	.625
7685576	ART HOUSE LLC	27 BOLLINGBROOK (A)	028	.625
7685685	ANAND MANINDER PAL SINGH	251 S JEFFERSON ST	028	.625
7685687	ANAND MANINDER PAL SINGH	215 ST ANDREW ST	028	.625
7685919	SMITH DEBORAH OGBURN	32 PINE ST	028	.625
7686239	POPE PAMELA A & DAVIS CHARISE	219 ST ANDREW ST	028	.625
7686599	MOORE & MORE	914 W HIGH ST	028	.625
7686695	THOMPSON CARLISLE O	120 NEW ST	028	.625
7686928	KING RONNIE LEROY	929 HINTON ST	028	.625
7686941	JOHNSON V MCARTHUR	436 W WASHINGTON	028	.625
7687082	YOUR HOME LLC	408 ST MARK ST	028	.625
7687344	DUNOVANT JOSEPH WRAYTHE	531 GROVE AVE	028	.625
7687801	THORPE CRISS LEROY	502 S SOUTH ST	028	.625
7688043	MCGEEVER THOMAS G/TERESA G	2102 FERNDAL AVE	028	.625
7688499	FINNEGAN CHRISTINE-MAURICE JR	219 HIGH ST	028	.625
7689206	VAUGHAN BOBBY G II	304 S DUNLOP ST	028	.625
7689439	THOMAS DAVID N	548 HARDING ST	028	.625
7689568	SUTHERLAND DONALD & MARCIA	328 ST ANDREW ST	028	.625
7689629	BEASLEY LESTER D*	214 S DUNLOP ST	028	.625
7689750	WILLIAMS INTERNATIONAL EXE LLC	632 PEGRAM ST	028	.625
7690155	WALDEN JOHN JR	221 GRAHAM RD	028	.625
7690156	HAASE JASON R-REBECCA	1725 FAIRFAX ST	028	.625
7690309	KEESEE RUSSELL & REYNA DIAZ-KE	405 FILLMORE ST	028	.625
7690396	AIR KENTUCKY LLC	225 HENRY ST (2&3)	028	.625
7690546	ANGEL HOLDINGS LLC	203 E BANK ST	028	.625
7690915	PETERSBURG RENOVATION PROP LLC	465 BYRNE ST	028	.625
7691088	FIOL RAMON L	25 S JEFFERSON ST	028	.625
7691308	ADVENTURE CORP	123 S OLD CHURCH	028	.625
7692408	HARRISON LYLE C-FRANKIE J	610 HARRISON ST	028	.625
7693006	MINGLOSKI C W/KAREN/SCOTT/BETH	1711 LAMAR AVE	028	.625
7693494	ISLAND MAN & SON INVESTMENT LL	610 GRESSETT ST	028	.625
7693798	CENTRAL VIRGINIA HOME BUILDERS	1342 ROME ST	028	.625
7694977	LWM LLC	37 GUARANTEE ST	028	.625
7695410	FIOL RAMON I	1138 STAINBACK ST (A)	028	.625
7696131	PETERSBURG RENOVATION PROP LLC	605 W WASHINGTON	028	.625
7696345	DAWSON CHARLIE HENRY	317 S WEST ST	028	.625
7697093	HINES RICHARD C	29 S SOUTH ST	028	.625
7697396	NICHOLSON WILLIAM DAVID	404 W WASHINGTON	028	.625
7697865	MITCHELL ROW LLC	224 S ADAMS ST	028	.625

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Acct #	Customer Name	Address	Rate Code	Meter Size
7698243	GARLAND MOLLY A-REID WARREN	1006 W WASHINGTON	028	.625
7698542	OLD TOWN RA LP	712 GROVE AVE	028	.625
7699351	PARK STREET CONSULTANTS LLC	345 CANAL ST	028	.625
7699402	PARK ST CONSULTANT LLC	209 N JEFFERSON (A&C)	028	.625
7699596	PETERSBURG RENOVATION PROPERTI	1206 MELVILLE ST	028	.625
7699680	BOB-AUSTIN LLC	487 BYRNE ST	028	.625
7700020	MARRONE KEVIN	308 FILLMORE ST	028	.625
1019201	MCLAUGHLIN LAWRENCE	115 MARSHALL ST	028	.750
7699649	WILSON THOMILA	708 CAMERON ST	028	.750
1028102	FREEMAN JAY E	225 S SYCAMORE	028	1.000
1520302	CROSS PROPERTIES PARTNER	439 ROUND TOP AVE	028	1.000
1520402	CROSS PROPERTIES PARTNER	441 ROUND TOP AVE	028	1.000
1520502	CROSS PROPERTIES PARTNER	443 ROUND TOP AVE	028	1.000
1529702	HENSHAW AUTO	1020 E WASHINGTON	028	1.000
1541372	DIMIRACK WILLIAM	2240 JAMESTOWN DR	028	1.000
1542700	NEWBOLD PATRICIA	2654 N STEDMAN DR	028	1.000
1549701	LEFTWICH THOMAS F JR & MARY F	2716 COUNTY DR	028	1.000
1549711	LEFTWICH THOMAS F JR & MARY F	2716 COUNTY DR	028	1.000
1550021	JABRI ABE	2784 COUNTY DR	028	1.000
1555380	CUNNINGHAM DALE P	1128 E NORMANDALE	028	1.000
1556200	BROWN WILL	1134 W NORMANDALE	028	1.000
1570070	PINETREE APTS	3100 PINETREE (G) DR	028	1.000
1580040	PINETREE APTS	3100 PINETREE (N) DR	028	1.000
3147800	PATTON SUYO	228 LIBERTY ST	028	1.000
3430701	STILL ROBERT I	43 S MARKET ST	028	1.000
5229700	IVY GATES APT BYLER ENT	1550 S SYCAMORE (123)	028	1.000
5230000	IVY GATES APT BYLER ENT	1550 S SYCAMORE (1-4)	028	1.000
5230500	IVY GATES APT BYLER ENT	1550 S SYCAMORE (106)	028	1.000
5230700	IVY GATES APT BYLER ENT	1550 S SYCAMORE (2)	028	1.000
5631900	GEORGETOWN INVESTMENT	1 JOHNSON RD	028	1.000
5632000	GEORGETOWN INVESTMENT	5 JOHNSON RD	028	1.000
5632200	GEORGETOWN INVESTMENT	11 JOHNSON RD	028	1.000
5632300	GEORGETOWN INVESTMENT	39 JOHNSON RD	028	1.000
5632500	GEORGETOWN INVESTMENT	25 JOHNSON RD	028	1.000
5632700	GEORGETOWN INVESTMENT	29 JOHNSON RD	028	1.000
5633200	GEORGETOWN INVESTMENT	51 JOHNSON RD	028	1.000
5633400	GEORGETOWN INVESTMENT	10 JOHNSON RD	028	1.000
5633800	GEORGETOWN INVESTMENT	30 JOHNSON RD	028	1.000
5634200	GEORGETOWN INVESTMENT	34 JOHNSON RD	028	1.000
5703101	ALPENE LAND LLC	2546 S CRATER RD	028	1.000
5778000	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778010	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000

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Acct #	Customer Name	Address	Rate Code	Meter Size
5778020	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778030	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778040	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778050	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778060	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778070	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778080	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778090	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778110	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778120	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778130	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778140	CRATER WOODS ASSOC I	99 CRATER WOODS CT	028	1.000
5778160	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778170	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778180	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778190	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778210	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778220	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778230	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778240	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778720	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778730	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778780	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5778790	CRATER WOODS ASSOC II	99 CRATER WOODS CT	028	1.000
5809301	HAMILTON JEFFREY	523 HOKE DR	028	1.000
5829802	FAGAN JAMES W	2962 W PARK DR	028	1.000
7211401	SHELTMAN CHARLES W	801 FORT HENRY ST	028	1.000
7331900	MCLAUGHLIN LAWRENCE	709 HIGH ST	028	1.000
7674890	HEDGES WADE	110 N PARK DR	028	1.000
7676912	ANDREWS KIRSTIN K	500 SOUTH BLVD W	028	1.000
7678283	HOLGUIN GERALD	2900 TRARICH RD	028	1.000
7679427	INGARGIOLA GIUSEPPE M-JOHNNY E	2439 COUNTY DR (B-D)	028	1.000
7680151	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (1&2)	028	1.000
7680153	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (5&6)	028	1.000
7680154	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (7&8)	028	1.000
7680155	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (9&10)	028	1.000
7680156	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (11)	028	1.000
7680157	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (13)	028	1.000
7682331	WAUGAMAN CHRIS LEE	1706 WESTOVER AVE	028	1.000
7682636	QUAIL OAK APTS.	2711 S CRATER RD (B-BLDG)	028	1.000
7682637	QUAIL OAK APTS.	2711 S CRATER RD (CTR-BLDG)	028	1.000
7683920	PETERSBURG LAND COMPANY LLC	2129 OAK LANE	028	1.000

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Acct #	Customer Name	Address	Rate Code	Meter Size
7683921	PETERSBURG LAND COMPANY LLC	603 SUMMIT ST	028	1.000
7683922	PETERSBURG LAND COMPANY LLC	605 SUMMIT ST	028	1.000
7683924	PETERSBURG LAND COMPANY LLC	623 SUMMIT ST	028	1.000
7683925	PETERSBURG LAND COMPANY LLC	621 SUMMIT ST	028	1.000
7683927	PETERSBURG LAND COMPANY LLC	635 SUMMIT ST	028	1.000
7683930	PETERSBURG LAND COMPANY LLC	653 SUMMIT ST	028	1.000
7683932	PETERSBURG LAND COMPANY LLC	640 SUMMIT ST	028	1.000
7683934	PETERSBURG LAND COMPANY LLC	616 SUMMIT ST	028	1.000
7683935	PETERSBURG LAND COMPANY LLC	602 SUMMIT ST	028	1.000
7683937	PETERSBURG LAND COMPANY LLC	540 SUMMIT ST	028	1.000
7683949	PETERSBURG LAND COMPANY LLC	507 CHRIS RD	028	1.000
7683952	PETERSBURG LAND COMPANY LLC	2330 DUPUY RD	028	1.000
7683968	PETERSBURG LAND COMPANY LLC	2320 DUNEDIN DR	028	1.000
7685301	ROEBUCK BARRY EUGENE	217 HIGH ST	028	1.000
7686628	RHODES JOHN JR/ VIRGINIA F	2733 HOMESTEAD DR	028	1.000
7687263	THE "T'S" ARE "IN" LLC	2219 RICHMOND AVE	028	1.000
7687521	CRANEY DANIEL F	620 S SYCAMORE	028	1.000
7687531	HORNING J, PFAUTZ M, BESNIER J	26 FLANK RD	028	1.000
7688240	PRATSINAK GEORGE J & JANE E	1670 BERKELEY AVE	028	1.000
7690089	INGERSOLL JAMES ARTHUR	734 S SYCAMORE	028	1.000
7690615	RUFFIN ENTERPRISES LLC	926 FARMER ST	028	1.000
7692893	OLD STREET PROPERTY LP	8 W OLD ST (UP)	028	1.000
7694925	L BLU ESTATES LLC	107 N JEFFERSON ST	028	1.000
7696317	COOPER MICHAEL EDWARD	201 LIBERTY ST	028	1.000
7696805	UNION PEN LLC	15 N UNION ST	028	1.000
7698270	FRENCH CHRISTOPHER JOHN	424 W WASHINGTON	028	1.000
7699023	THE MONROE BUILDING, LLC	139 MONROE ST	028	1.000
1027402	HAUCK & FEUERBACHER	129 S SYCAMORE	028	1.500
1227603	WHITT LENA M	244 N SYCAMORE	028	1.500
1550700	PRODUCE CENTER #2>	2852 COUNTY DR	028	1.500
1550901	PRODUCE CENTER #2	1500 BAXTER RD	028	1.500
1570020	PINETREE APTS	3100 PINETREE (B) DR	028	1.500
1570090	PINETREE APTS	3100 PINETREE (I) DR	028	1.500
1580000	PINETREE APTS	3100 PINETREE (J) DR	028	1.500
1580020	PINETREE APTS	3100 PINETREE (L) DR	028	1.500
1580030	PINETREE APTS	3100 PINETREE (M) DR	028	1.500
3321900	PERKINS HUBERT S	1460 HALIFAX ST	028	1.500
3535400	PIERCE M I (APARTMENTS)	1111 STAINBACK ST	028	1.500
3537900	PIERCE M I	418 S WEST ST	028	1.500
5230100	IVY GATES APT BYLER ENT	1550 S SYCAMORE (19)	028	1.500
5230200	IVY GATES APT BYLER ENT	1550 S SYCAMORE (47)	028	1.500
5230300	IVY GATES APT BYLER ENT	1550 S SYCAMORE (102)	028	1.500

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Acct #	Customer Name	Address	Rate Code	Meter Size
5230400	IVY GATES APT BYLER ENT	1550 S SYCAMORE (34)	028	1.500
5230800	IVY GATES APT BYLER ENT	1550 S SYCAMORE (71)	028	1.500
5230900	IVY GATES APT BYLER ENT	1550 S SYCAMORE (97)	028	1.500
5630301	THE WOODMERE GROUP	2101 WOODMERE DR	028	1.500
5630501	THE WOODMERE GROUP	2101 WOODMERE DR	028	1.500
5632400	GEORGETOWN INVESTMENT	17 JOHNSON RD	028	1.500
5632800	GEORGETOWN INVESTMENT	33 JOHNSON RD	028	1.500
5633000	GEORGETOWN INVESTMENT	43 JOHNSON RD	028	1.500
5633300	GEORGETOWN INVESTMENT	2 JOHNSON RD	028	1.500
5633500	GEORGETOWN INVESTMENT	14 JOHNSON RD	028	1.500
5633600	GEORGETOWN INVESTMENT	22 JOHNSON RD	028	1.500
5635300	GEORGETOWN INVESTMENT	153 JOHNSON RD	028	1.500
7674970	WESTOVER COMMONS APARTMENTS	1925 CHUCKATUCK AVE	028	1.500
7674973	WESTOVER COMMONS APARTMENTS	1015 JOHNSON AVE	028	1.500
7674974	WESTOVER COMMONS APARTMENTS	1909 VARINA AVE	028	1.500
7674976	WESTOVER COMMONS APARTMENTS	1917 VARINA AVE	028	1.500
7674977	WESTOVER COMMONS APARTMENTS	1113 JOHNSON AVE	028	1.500
7674979	WESTOVER COMMONS APARTMENTS	1924 VARINA AVE	028	1.500
7675393	PIERCY MICHAEL ANTHONY	FAIRFAX ST (1)	028	1.500
7675394	PIERCY MICHAEL ANTHONY	FAIRFAX ST (2)	028	1.500
7675395	PIERCY MICHAEL ANTHONY	FAIRFAX ST (3)	028	1.500
7675396	PIERCY MICHAEL ANTHONY	FAIRFAX ST (4)	028	1.500
7675397	PIERCY MICHAEL ANTHONY	FAIRFAX ST (5)	028	1.500
7675928	JEFFERSON SOUTH OF THE JAMES	4 BOYDTON PLANK RD	028	1.500
7675929	JEFFERSON SOUTH OF THE JAMES	5 BOYDTON PLANK RD	028	1.500
7675930	JEFFERSON SOUTH OF THE JAMES	6 BOYDTON PLANK RD	028	1.500
7675932	JEFFERSON SOUTH OF THE JAMES	8 BOYDTON PLANK RD	028	1.500
7675933	JEFFERSON SOUTH OF THE JAMES	10 BOYDTON PLANK RD	028	1.500
7675934	JEFFERSON SOUTH OF THE JAMES	11 BOYDTON PLANK RD	028	1.500
7675936	JEFFERSON SOUTH OF THE JAMES	13 BOYDTON PLANK RD	028	1.500
7676811	WOODMERE PINTS ASSOC	200 WALNUT BLVD	028	1.500
7676812	WOODMERE POINT ASSOC	210 WALNUT BLVD	028	1.500
7679113	FORT SEDGWICK, L.L.C	2241 SEDGWICK ST	028	1.500
7680152	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (3&4)	028	1.500
7680159	S CRATER LLC T/A CRATER SQ APT	1025 S CRATER RD (15)	028	1.500
7681789	BDM CRATER LLC/FIRST COL TOWN	1655 S CRATER RD	028	1.500
7681790	BDM CRATER LLC/FIRST COL TOWN	1655 S CRATER RD	028	1.500
7681791	BDM CRATER LLC/FIRST COL TOWN	1655 S CRATER RD	028	1.500
7681792	BDM CRATER LLC/FIRST COL TOWN	1655 S CRATER RD	028	1.500
7682975	TUDOR WILLIAM/ SPAIN RICHARD	1693 S SYCAMORE	028	1.500
7683931	PETERSBURG LAND COMPANY LLC	565 NORMAN ST	028	1.500
7683936	PETERSBURG LAND COMPANY LLC	548 SUMMIT ST	028	1.500

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Acct #	Customer Name	Address	Rate Code	Meter Size
7683938	PETERSBURG LAND COMPANY LLC	553 NORMAN ST	028	1.500
7683939	PETERSBURG LAND COMPANY LLC	538 SUMMIT ST	028	1.500
7683945	PETERSBURG LAND COMPANY LLC	516 JAMES RD	028	1.500
7683946	PETERSBURG LAND COMPANY LLC	507 FORT LEE RD	028	1.500
7683953	PETERSBURG LAND COMPANY LLC	3 MARIA CT	028	1.500
7683954	PETERSBURG LAND COMPANY LLC	4 MARIA CT	028	1.500
7683955	PETERSBURG LAND COMPANY LLC	2 BETTY CT	028	1.500
7683969	PETERSBURG LAND COMPANY LLC	2325 DUNEDIN DR	028	1.500
7683970	PETERSBURG LAND COMPANY LLC	2330 DUNEDIN DR	028	1.500
7683982	PETERSBURG LAND COMPANY LLC	744 NANCE DR	028	1.500
7683983	PETERSBURG LAND COMPANY LLC	745 NANCE DR	028	1.500
7683985	PETERSBURG LAND COMPANY LLC	2 ISABELLA CT	028	1.500
7683986	PETERSBURG LAND COMPANY LLC	2311 SANDY DR	028	1.500
7683987	PETERSBURG LAND COMPANY LLC	2310 SANDY DR	028	1.500
7683990	PETERSBURG LAND COMPANY LLC	2 TERRELL CT	028	1.500
7685034	LIEUTENANTS RUN LP	101 LIEUTENANTS RUN DR	028	1.500
7685036	LIEUTENANTS RUN LP	103 LIEUTENANTS RUN DR	028	1.500
7685037	LIEUTENANTS RUN LP	105 LIEUTENANTS RUN DR	028	1.500
7685038	LIEUTENANTS RUN LP	201 PEAKSIDE WAY	028	1.500
7685039	LIEUTENANTS RUN LP	203 PEAKSIDE WAY	028	1.500
7685040	LIEUTENANTS RUN LP	501 HILLTOP WAY	028	1.500
7685259	LIEUTENANTS RUN LP	104 LIEUTENANTS RUN DR	028	1.500
7685260	LIEUTENANTS RUN LP	204 PEAKSIDE WAY	028	1.500
7685261	LIEUTENANTS RUN LP	202 PEAKSIDE WAY	028	1.500
7685262	LIEUTENANTS RUN LP	304 CRESTFALL CT	028	1.500
7685263	LIEUTENANTS RUN LP	302 CRESTFALL CT	028	1.500
7685264	LIEUTENANTS RUN LP	301 CRESTFALL CT	028	1.500
7685265	LIEUTENANTS RUN LP	303 CRESTFALL CT	028	1.500
7685266	LIEUTENANTS RUN LP	402 RIDGEVIEW LN	028	1.500
7685713	COTCAMP THEODORE	1925 PENDER AVE	028	1.500
7686581	MATHEWS ANDREA MAE	250 N SYCAMORE	028	1.500
7688847	COMMERCE STREET PROPERTY CO.LL	633 COMMERCE ST	028	1.500
7690522	EAST BANK STREET PROPERTIES	250 E BANK ST (2)	028	1.500
7692994	EAST BANK STREET PROPERTIES	260 E BANK ST	028	1.500
7696521	RIVER ST LOFTS ASSOCIATES LP*	39 RIVER ST (LOFTS)	028	1.500
1015400	PETERSBURG HOME FOR LADIES	311 S JEFFERSON ST	028	2.000
1026901	CROCKER JACK	123 S SYCAMORE	028	2.000
1520602	CROSS PROPERTIES PARTNER	445 ROUND TOP AVE	028	2.000
1540400	EVERGREEN TRAILER PARK	1375 BAXTER RD	028	2.000
1542107	INGRAM & ASSOCIATES	2609 N STEDMAN DR	028	2.000
1542200	BANDAS WILLIAM I	2619 N STEDMAN DR	028	2.000
1545801	UNIVERSAL SHODON	2074 COUNTY DR	028	2.000

Schedule 2A

Acct #	Customer Name	Address	Rate Code	Meter Size
1546402	UNIVERSAL SHODON	2178 COUNTY DR	028	2.000
2007000	LANDMARK APTS	450 VAN BUREN DR	016	2.000
2008000	LANDMARK APTS/GILLFIELD	450 VAN BUREN DR	016	2.000
2027300	PETERSBURG HOUSING	128 S SYCAMORE	016	2.000
2029800	PETERSBURG HOUSING	PECAN ACRE	016	2.000
5230600	IVY GATES APT BYLER ENT	1550 S SYCAMORE (56)	028	2.000
5630101	THE WOODMERE GROUP	2101 WOODMERE DR	028	2.000
5630201	THE WOODMERE GROUP	2101 WOODMERE DR	028	2.000
5630401	THE WOODMERE GROUP	2101 WOODMERE DR	028	2.000
5630601	THE WOODMERE GROUP	2101 WOODMERE DR	028	2.000
5630701	THE WOODMERE GROUP	14 WOODMERE DR	028	2.000
5630901	THE WOODMERE GROUP	2100 WOODMERE DR	028	2.000
5631001	THE WOODMERE GROUP	2100 WOODMERE DR	028	2.000
5631101	THE WOODMERE GROUP	2100 WOODMERE DR	028	2.000
5632100	GEORGETOWN INVESTMENT	120 JOHNSON RD	028	2.000
5632900	GEORGETOWN INVESTMENT	125 JOHNSON RD	028	2.000
5633700	GEORGETOWN INVESTMENT	115 JOHNSON RD	028	2.000
5634800	GEORGETOWN INVESTMENT	101 JOHNSON RD	028	2.000
5634900	GEORGETOWN INVESTMENT	102 JOHNSON RD	028	2.000
5635000	GEORGETOWN INVESTMENT	130 JOHNSON RD	028	2.000
5635100	GEORGETOWN INVESTMENT	154 JOHNSON RD	028	2.000
5635200	GEORGETOWN INVESTMENT	140 JOHNSON RD	028	2.000
5819950	MILL CREEK APTS	2732 PARK AVE	028	2.000
7237902	BRIGHTON MANOR APTS	36 N UNION ST	028	2.000
7673917	RIVER STREET ASSOCIATES, L.C.	22 BOLLINGBROOK ST(APT)	028	2.000
7674968	WESTOVER COMMONS APARTMENTS	1913 CHUCKATUCK AVE	028	2.000
7674969	WESTOVER COMMONS APARTMENTS	1919 CHUCKATUCK AVE	028	2.000
7674975	WESTOVER COMMONS APRTMENTS	1913 VARINA AVE	028	2.000
7674978	WESTOVER COMMONS APARTMENTS	1920 VARINA AVE	028	2.000
7675927	JEFFERSON SOUTH OF THE JAMES	2 BOYDTON PLANK RD	028	2.000
7675931	JEFFERSON SOUTH OF THE JAMES	7 BOYDTON PLANK RD	028	2.000
7675938	JEFFERSON SOUTH OF THE JAMES	20 BOYDTON PLANK RD	028	2.000
7675939	JEFFERSON SOUTH OF THE JAMES	16 BOYDTON PLANK RD	028	2.000
7675940	JEFFERSON SOUTH OF THE JAMES	1 BOYDTON PLANK RD	028	2.000
7676200	BOLLING PARK APARTMENTS LLC	35 W FILLMORE ST	028	2.000
7677827	400 SYCAMORE LP	400 N SYCAMORE	028	2.000
7679112	FORT SEDGWICK, L.L.C	2217 SEDGWICK ST	028	2.000
7680283	WASHINGTON COLUMNS LIMITED PAR	633 W WASHINGTON	028	2.000
7682634	QUAIL OAK APTS.	2711 S CRATER RD	028	2.000
7682635	QUAIL OAK APTS.	2711 S CRATER RD	028	2.000
7683943	PETERSBURG LAND COMPANY LLC	530 JAMES RD	028	2.000
7683950	PETERSBURG LAND COMPANY LLC	2214 DUPUY RD	028	2.000

Schedule 2A

Acct #	Customer Name	Address	Rate Code	Meter Size
7683956	PETERSBURG LAND COMPANY LLC	2307 WILLIAMS ST	028	2.000
7683962	PETERSBURG LAND COMPANY LLC	10 PRINCESS CT	028	2.000
7683966	PETERSBURG LAND COMPANY LLC	2 JEAN CT	028	2.000
7683973	PETERSBURG LAND COMPANY LLC	6 SALEM CT	028	2.000
7683975	PETERSBURG LAND COMPANY LLC	615 NANCE DR	028	2.000
7683976	PETERSBURG LAND COMPANY LLC	2231 LINDA LANE	028	2.000
7683979	PETERSBURG LAND COMPANY LLC	6 HICKORY ST	028	2.000
7683988	PETERSBURG LAND COMPANY LLC	2330 SANDY DR	028	2.000
7683989	PETERSBURG LAND COMPANY LLC	6 JEAN CT	028	2.000
7683991	PETERSBURG LAND COMPANY LLC	6 TERRELL CT	028	2.000
7686888	SOUTH STREET LOFTS LP	803 HINTON ST	028	2.000
7690179	WAYNER PROPERTIES LLC	30 PARK AVE	028	2.000
7692808	HIGH STREET LOFTS LLC	422 HIGH ST	028	2.000
7694945	ADDISON AT CRATER WOODS II LLC	300 ADDISON WAY (2&4)	028	2.000
7694946	ADDISON AT CRATER WOODS II LLC	300 ADDISON WAY (5&7)	028	2.000
7694951	A W PETERSBURG LLC	32 S ADAMS (APARTMENTS)	028	2.000
7695364	UPADHYAY JANESHWAR/SUNITA	620 WINDHAM ST	028	2.000
7695432	ADDISON AT CRATER WOODS LLC	300 ADDISON WAY (11)	028	2.000
7695433	ADDISON AT CRATER WOODS LLC	300 ADDISON WAY (8)	028	2.000
7695447	LOFTS ON MARKET THE LLC	9 S MARKET ST	028	2.000
7695511	133-39 NORTH SYCAMORE ST LLC	133 N SYCAMORE (APARTMENTS)	028	2.000
7695571	ADDISON AT CRATER WOODS BLD6	300 ADDISON WAY (12)	028	2.000
7695572	ADDISON AT CRATER WOODS LLC	300 ADDISON WAY (14)	028	2.000
7695573	ADDISON AT CRATER WOODS BLD 9	300 ADDISON WAY (15)	028	2.000
7695631	WAYNER PROPERTIES LLC	2701 PARK AVE	028	2.000
7696240	WEBSTER COURT VILLAGE LLC	400 MARS ST	028	2.000
7696241	WEBSTER COURT VILLAGE LLC	400 MARS ST	028	2.000
7696242	WEBSTER COURT VILLAGE LLC	400 MARS ST	028	2.000
7696908	WHITEHILL ESTATES II LP	210 CROATAN DR	028	2.000
7696909	WHITEHILL ESTATES II LP	200 CROATAN DR	028	2.000
7696910	WHITEHILL ESTATES II LP	101 CROATAN DR	028	2.000
7696912	WHITEHILL ESTATES II LP	107 CROATAN DR	028	2.000
7696913	WHITEHILL ESTATES II LP	119 CROATAN DR	028	2.000
7696914	WHITEHILL ESTATES II LP	2334 NAVAJO DR	028	2.000
7696915	WHITEHILL ESTATES II LP	2335 NAVAJO DR	028	2.000
7696916	WHITEHILL ESTATES II LP	2342 NAVAJO DR	028	2.000
7696917	WHITEHILL ESTATES II LP	2343 NAVAJO DR	028	2.000
7696918	WHITEHILL ESTATES II LP	2348 NAVAJO DR	028	2.000
7696919	WHITEHILL ESTATES II LP	2355 NAVAJO DR	028	2.000
7696920	WHITEHILL ESTATES II LP	2356 NAVAJO DR	028	2.000
7696922	WHITEHILL ESTATES II LP	2372 NAVAJO DR	028	2.000

Schedule 2A.

Acct #	Customer Name	Address	Rate Code	Meter Size
7696923	WHITEHILL ESTATES II LP	2373 NAVAJO DR	028	2.000
7696924	WHITEHILL ESTATES II LP	2376 NAVAJO DR	028	2.000
7696925	WHITEHILL ESTATES II LP	2381 NAVAJO DR	028	2.000
7696926	WHITEHILL ESTATES II LP	2385 NAVAJO DR	028	2.000
7697053	RESTORATION PETERSBURG COMMUNI	518 HALIFAX ST	028	2.000
7697548	230 N SYCAMORE STREET LLC	230 N SYCAMORE (APARTMENT)	028	2.000
7689837	DUNLOP STREET LOFTS LLC	222 N DUNLOP ST	016	3.000
7700056	STAR LOFTS LLC	16 S MARKET ST	028	3.000
1028400	BELTWAY MANAGEMENT	214 S SYCAMORE	028	4.000
2025800	PETERSBURG HOUSING	SLAGLE AVE	016	4.000
3417210	GILLHAVEN MANOR UNITED	514 FARMER ST	016	4.000
7338360	CARRIAGE HOUSE APTS	135 W OLD ST	028	4.000
7690622	ADDISON AT CRATER WOODS LLC	6 WILLOW WAY	016	4.000
7698087	109 PERRY ST LLC	109 PERRY ST	028	4.000
2005910	PRINCE GEORGE COUNTY	JOHNSON RD	011	6.000
7693791	HARRISON CREEK APARTMENTS	1200 HARRISON CREEK BLVD	016	8.000

JCI expects the City to realize project benefit during the installation period however this value will not be documented until the end of the installation period. This value is not guaranteed by JCI but will be shown for the City's informational purposes.

Section III. NON-MEASURED PROJECT BENEFITS

The Project Benefits identified below shall be Non-Measured Project Benefits and are not guaranteed (as defined above and described below) under this Schedule.

Table 8

Year	Non-Measured Billing Rate Verification Benefit	Non-Measured Leak Detection System Benefit	Non-Measured Operation & Maintenance Cost Avoidance
1	\$12,433	\$54,110	\$69,691
2	\$12,433	\$54,110	\$69,691
3	\$12,433	\$54,110	\$69,691
4	\$12,806	\$55,733	\$69,691
5	\$13,190	\$57,405	\$69,691
6	\$13,586	\$59,127	\$69,691
7	\$13,993	\$60,901	\$69,691
8	\$14,413	\$62,728	\$69,691
9	\$14,846	\$64,610	\$69,691
10	\$15,291	\$66,548	\$69,691
11	\$15,750	\$68,545	\$69,691
12	\$16,222	\$70,601	\$69,691
13	\$16,709	\$72,719	\$69,691
14	\$17,210	\$74,901	\$69,691
15	\$17,726	\$77,148	\$69,691
Total	\$219,042	\$953,299	\$1,045,365

All benefits – with exception of O&M benefit - shown in table 8 include a mutually agreed upon fixed annual escalation rate of 3% beginning in Year 4.

The following project benefits have been calculated from inputs provided by the City of Petersburg, VA to Johnson Controls, Inc. (JCI) at the Operations and Maintenance Workshop conducted June 21, 2013 and will be mutually agreed to for the entire term of the guarantee contract. These benefits will not be measured or tracked during the term of this guarantee. It is the responsibility of the City to take the appropriate action(s) related to each of the items below to ensure the ongoing financial benefit.

1. Non-Measured Rate Verification Benefits

During project development, certain accounts were discovered to have improper rate codes associated with them in the City's billing system which resulted in the City losing billable revenue related to base charges. The total Year 1 project benefits resulting from the correction of rate codes in the billing system amounts to \$12,432.66. Table 9 is a summary of the accounts that were identified under this criteria along with the benefit associated with each account:

For the City of Petersburg (Sign) William J. [Signature] Date: 10/28/13

Table 9

Account #	Name	Meter Size	Water Rate Code				Bi-Monthly Benefit from Difference in Rate Code Base Charges	Total An. Benefit
			Corrected Billing		Apparent Billing			
			Rate Code	Base Charges	Rate Code	Base Charges		
7675665	Appomattox Reg gov School	4	43	\$1,514.82	41	\$484.76	\$1,030.06	\$6,180.36
1633650	Petersburg National Battlefield	2	41	\$484.76	21	\$60.58	\$424.18	\$2,545.08
1554310	Dept of Interior	2	41	\$484.76	36	\$229.74	\$255.02	\$1,530.12
1035401	Newcom Justice	1	29	\$151.66	20	\$60.58	\$91.08	\$546.48
1227504	Whitt Lena	1	29	\$151.66	20	\$60.58	\$91.08	\$546.48
7681405	VSF, LLC	1	29	\$151.66	20	\$60.58	\$91.08	\$546.48
7689088	Winger John	1	29	\$149.22	20	\$59.61	\$89.61	\$537.66
								\$12,432.66

The rate codes were corrected by the City after JCI reported them on August 7, 2013. These benefits shall not be measured and shall be deemed achieved during the Year 1 performance period and escalated at a rate of 3.0% per year in each subsequent year beginning in Year 4.

2. Non-Measured Leak Detection System Benefits

Leak detection system benefits have been derived from the AWWA Water Audit information provided to JCI and adjusted to reflect the testing of the water meters. A total water production cost savings of \$54,110 is anticipated as a result of the capability the system will provide to the City to locate and fix water leaks in the piping system. This benefit will be non-measured and will be deemed achieved during the Year 1 performance period of the project, and escalated at a rate of 3% per year in each subsequent year beginning in Year 4. The customer is aware that the benefit from the leak detection system will only be realized by the customer committing resources to repair the leaks in the distribution system once they are identified and located.

Table 10

Amount of Water to be Recovered	Qty
Total Annual Real Losses (from Water Balance Tab on AWWA Water Audit)	243.08
75% of that is economically recoverable	182.31
80% of that is traceable	145.85
Total Leakage Recovered (MG)	145.85
Cost per Million Gallons	742.00
Total Benefit from Automated Leak Detection System	\$108,218
50% of Benefit	\$54,109
Non-Measured Benefit	\$54,110

Savings derive from customer supplied water usage data which is then adjusted per table 10 above. These benefits have been classified as Non-Measured. These benefits will not be measured and shall be deemed achieved during the Year 1 performance period. The benefits will be escalated at a rate of 3.0% per year beginning in Year 4 and continuing for each subsequent year.

For the City of Petersburg (Sign)



Date: 10/28/2013

3. Non-Measured Operations and Maintenance Cost Avoidance

Non-Measured Operations and Maintenance Cost Avoidance benefit is determined to be \$69,691 per year. The inputs that have been used to calculate savings were provided by the City of Petersburg during the Construction Workshop on June 5, 2013. This value is comprised of several cost savings benefits derived from the project, as outlined below.

Table 11

Meter Reading Cost Benefit		
2		# of Meter Readers reallocated by implementing AMI
\$11.67		Hourly Pay per Meter Reader
8		Number of Hours per Day to read meters
7		Number of Days required to read all meters per cycle
12		Number of Meter Reading Cycles per year
	\$15,684.48	Direct Labor Savings
30%		Annual Fringes & Benefits as percent of Payroll
	\$4,705.34	Total Labor and OH Savings
Vehicle Cost Benefit		
2		Number of vehicles by implementing AMI
17,000		Mileage saved per vehicle with AMI
\$0.55		Current IRS mileage allowance
	\$18,700.00	Vehicle Operating Costs Savings***
Repair Parts Cost Benefit		
480		Annual Number of Meters Replaced
\$50.00		Unit Cost per Meter Replaced
	\$24,000.00	Annual Meter Replacement Equipment Costs***
Maintenance Labor Cost Benefit		
1		Unit Labor hours to replace/repair meters
\$11.67		Hourly Pay per maintenance worker
	\$5,601.60	Annual Meter Replacement Labor Costs ***
Other O & M Costs		
\$1,000.00		Other Costs not included above (Data entry clerk labor reduction, Reduction in rereads, Uniforms, Cell Phones, Walkie Talkies, Liability and Workers Compensation Insurance for Meter Readers & Workman's comp claims)
Total	\$69,691.42	

These benefits have been classified as Non-Measured due to the fact that there is no practical or feasible way of demonstrating the realization of these savings through measurements. These benefits will not be measured and shall be deemed achieved during the Year 1 performance period.

For the City of Petersburg (Sign)



Date:

10/28/13

III. MEASUREMENT AND VERIFICATION METHODOLOGY

Based upon JCI's and Customer's investigation of the existing condition of Customer's water meters, Customer has concluded that a significant percentage of such meters do not accurately measure billable consumption, and Customer is losing potential billable consumption revenue due to this inaccuracy. By replacing inaccurate meters with more accurate meters, it is expected that Customer will increase the volume of water registered by such meters and thereby increase measured billable consumption, assuming the same consumption levels prior to and after the Work has been performed. By applying accuracy increases to the Baseline water billing amounts supplied to JCI by Customer and set forth in Section IV below, it is expected that the impact of billing for the additional billable consumption will result in increased billable consumption revenue in the first year of the Guarantee Term as compared to the Baseline year. Customer recognizes, however, that actual revenues may differ from billable revenues and that the amount of actual revenues achieved in future periods will depend on other factors besides improved meter accuracy, such as, by way of example, collections ratio, consumption, and water utility rates, among others.

The pre-retrofit weighted average accuracy of meter sizes smaller than 3" has been calculated by testing a representative sample of the meter population as set forth in Schedule 1 (Scope of Work). The pre-retrofit accuracy of meter sizes 3" and larger has been calculated by testing the accuracy of the meter population set forth in Schedule 1 (Scope of Work). Weighted average accuracy is based on the American Water Works Association (AWWA) guidelines as set forth in the Manual of Water Supply Practices - M6, Fifth Edition, Water Meters - Selection, Installation, Testing and Maintenance. ©2012 American Water Works Association, ISBN 9781583218624, as may be updated or revised from time to time by AWWA. The post-retrofit accuracy of new meters will be tested using the same AWWA guidelines.

The formulas used to calculate the baseline benefits are:

Projected Volume Revenue = (Post-Retrofit Overall Weighted Average Accuracy/Pre-Retrofit Overall Weighted Average Accuracy) * Pre-Retrofit Volume Revenue

Projected Accuracy Benefit = Projected Volume Revenue – Pre-Retrofit Volume Revenue

JCI's guarantee relating to meters is limited solely to the accuracy of the meters, operating under normal conditions, which have been replaced pursuant to this Agreement and are set forth in the table of meter sizes and quantities in Section II above. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- ***water system revenue***
- ***water usage/consumption trends***
- ***water rationing programs***
- ***demographic and/or population shifts***
- ***changes in the industrial or commercial base***
- ***regulatory changes***
- ***droughts, floods, rainfall, or other weather or climactic conditions***
- ***water system pressure variations***
- ***non-metered water usage***
- ***failure to collect amounts due for billable consumption***
- ***changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges***
- ***changes to water and sewer rate schedules***
- ***water quality or changes in the water treatment process that may adversely affect water hardness***
- ***failure of the water system to meet governmental requirements***
- ***improper maintenance or unsound usage of the Improvement Measures or any related equipment***
- ***performance of automatic meter reading equipment***

IV. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Periods, to Customer within 60 days of the commencement of the Guarantee Term.
2. In Year 5 following the commencement of the Guarantee Term, a JCI Performance Assurance Specialist will undertake the following testing activities to verify the accuracy of the meters set forth in the table below:
 - A. clean meter location/setting;
 - B. visually inspect location/setting for indications of water leakage;
 - C. replace meters with new or refurbished meters that have been tested in accordance with AWWA M6 Manual guidelines;
 - D. send removed meters to the JCI Metrology Laboratory for accuracy bench testing;
 - E. rebuild and clean removed meters and return to the City ; and
 - F. replace any damaged and/or inaccurate meters in the test set if damage and/or inaccuracy were caused by normal wear and tear (Customer shall be responsible to replace any damaged and/or inaccurate meters not in the test set, as set forth in Schedule 3 below, as well as those in the test set to the extent damage and/or inaccuracy is caused by factors other than normal wear and tear).

Size	Quantity	Year
0.625"	66	5
0.75"	0	Not Tested
1"	0	Not Tested
1.5"	17	5
2"	58	5

The test set shall be randomly selected from only those 0.625" x 0.75" meters that were replaced per the Scope of Work described in Schedule 1. With respect to meters smaller than 3", the average (central tendency) and variance (spread) will be calculated to estimate the population characteristics. The 0.625" meter testing results will also be used to calculate the 0.75" and 1" population accuracy due to similar usage patterns and operational similarities. Additional samples may be required if the variability in the sample test shows that the sample size is not sufficient to draw valid conclusions about the population. A complete retest will be conducted if the sample average is lower than the required weighted average accuracy. If these two samples are significantly different, another retest will be conducted.

3. In Year 5 following the commencement of the Guarantee Term, a JCI Performance Assurance Specialist will undertake the following testing activities on meters 3" and above to verify the accuracy of the meters set forth in the table below:
 - A. clean meter location/setting;
 - B. visually inspect location/setting for indications of water leakage;
 - C. Conduct a field test according to AWWA M6 Manual guidelines of the large water meters as listed in the table below;
 - D. If a large meter is found to be inaccurate, JCI shall repair that meter and then re-test that meter to verify that the repairs were made correctly. If a meter cannot be repaired because the necessary parts cannot be obtained, JCI shall replace that meter with a comparable meter.

Account #	Customer Name	Size	Type
5802851	Golden Living Center - Battlefield Park	3"	Compound
2085000	Industrial Galvanizers	4"	Compound
7677588	Sports Complex	6"	Compound
7690622	Addison Apartments	4"	Compound

4. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
- A. an executive overview of the project's performance and Project Benefits achieved to date;
 - B. a summary analysis of the Measured Project Benefits accounting; and
 - C. a detailed analysis of the Measured Project Benefits calculations.

WATER METER PERFORMANCE CONSULTING SERVICES

For the additional fee set forth in Schedule 4, JCI will provide the performance consulting services set forth below.*

1. Site visits as necessary to review status and operation of Improvement Measures.
2. Monthly review of the water pumped and billable water and sewer usage with performance period comparison to that of target values derived from Baseline year performance. Based upon trending results, a billable consumption evaluation and recommended corrective actions plan will be provided as required. Customer will be responsible for implementing any corrective actions.
3. Monthly evaluations of the billed data to assess the metering system and recommend a benefit optimization strategy to maximize value. The report will include:
 - A. accounts that failed to register any consumption;
 - B. accounts with minimal consumption as compared to past periods;
 - C. accounts with abnormally high consumption as compared to past periods;
 - D. accounts whose registered consumption is approaching the manufacturer's warranted usage limits;
 - E. a review of the billed consumption and revenue of up to one hundred (100) accounts that have historically generated the highest billable consumption for Customer; and
 - F. verification that the water and sewer rate structures are being applied correctly.
4. Reporting frequency: During the first year of the term, the report shall be delivered on a quarterly basis. The report shall be delivered semi-annually during the second and third years of the term.

*In order for JCI to provide the consulting services, Customer must have a billing system that is capable of providing billing data extracts to JCI with all billing information in a file format that will permit performance analysis of the water system. Such billing information must be suitable for use in a Microsoft Access database and be available on a monthly basis in an ASCII Comma or Tab delimited format with the first line of the file being a header line to denote the data in each column. Monthly information with respect to each account includes the following

<ul style="list-style-type: none"> • Account Number • Account Sequence – (if applicable) • Meter Sequence – (if applicable) • Cycle Code – (if applicable) • Route Code – (if applicable) • Sequence – (if applicable) • Customer Name • Customer Address • Rate Code – Water, Sewer, Irrigation (please provide one line of data per rate code) 	<ul style="list-style-type: none"> • Account Status • Serial Number • Meter Size • Meter Manufacturer • Meter Location Information • Billing Date • Current odometer reading • Usage / consumption • Bill Amount (for each rate code item)
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V. BASELINE CALCULATIONS & POST-RETROFIT INCREASED METER ACCURACY BENEFIT

Utility Rates

The unit utility costs for the Baseline period are set forth below as "Utility Rates" and shall be used for all calculations made under this Schedule. The Utility Rates shall be escalated annually by the actual utility rate escalation beginning in Year 4 but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3.0%).

Table 12

7/1/2012	Rate Code	Type	Rate Code	Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	ccf	ccf	ccf	ccf
WA	1	C	2-1-1/2"	Monthly	7/1/2012	\$ 41.25	\$ 0.32	3	\$ 1.35	122	\$ 0.87 >122
WA	2	C	10"	Monthly	7/1/2012	\$ 807.81	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	3	C	4 & 1 1/2"	Monthly	7/1/2012	\$ 153.10	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	4	C	1-4 & 2-2"	Monthly	7/1/2012	\$ 213.68	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	6	COM	4-2"	Monthly	7/1/2012	\$ 166.78	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	7	COM	6 & 1"	Monthly	7/1/2012	\$ 273.63	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	8	C	6"	Monthly	7/1/2012	\$ 521.17	\$ 0.70	3	\$ 2.98	122	\$ 1.92 >122
WA	9	Experiment	5/8"		7/1/2012	\$ 9.45	\$ 0.32	6	\$ 1.35	244	\$ 0.87 >244
WA	11	WA Mon or M/T	5/8"	Monthly	7/1/2012	\$ 10.42	\$ 0.70	3	\$ 2.98	122	\$ 1.92 >122
WA	12	R	3/4"	Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	15	R	1 1/2"	Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	16	R	Multi Unit	Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96 >122
WA	20	Res	1"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	21	Res	2"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	22	Res	3"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	23	Res	4"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	24	Res	6"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	25	Res	5/8"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	26	Res	3/4"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	27	Res	1 1/2"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244
WA	28	Res	Multi Unit	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96 >244

Schedule 2A

7/1/2012			Rate Code		Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	ccf	ccf	ccf	ccf	ccf
WA	29	Com	1"	Bi Monthly	7/1/2012	\$ 26.09	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	30	Com	2"	Bi Monthly	7/1/2012	\$ 83.39	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	31	Com	3"	Bi Monthly	7/1/2012	\$ 166.77	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	32	Com	4"	Bi Monthly	7/1/2012	\$ 260.58	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	33	Com	6"	Bi Monthly	7/1/2012	\$ 521.17	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	34	Com	5/8"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	35	Com	3/4"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	36	Com	1-1/2"	Bi Monthly	7/1/2012	\$ 45.61	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	37	Com	MU	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	38	Com/IN D		Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	39	C	5/8"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	40	Com Tax Ex	1"	Bi Monthly	7/1/2012	\$ 45.61	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	41	Com Tax Ex	2"	Bi Monthly	7/1/2012	\$ 83.39	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	42	Com Tax Ex	3"	Bi Monthly	7/1/2012	\$ 166.77	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	43	Com Tax Ex	4"	Bi Monthly	7/1/2012	\$ 260.58	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	44	Com Tax Ex	6"	Bi Monthly	7/1/2012	\$ 521.17	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	45	Com Tax Ex	5/8"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	46	Com Tax Ex	3/4"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	47	Com Tax Ex	1-1/2"	Bi Monthly	7/1/2012	\$ 45.61	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	48	Res Tax Ex	5/8"	Bi Monthly	7/1/2012	\$ 10.42	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	49	C	8"	Bi Monthly	7/1/2012	\$ 1,042.34	\$ 0.35	6	\$ 1.49	244	\$ 0.96	>244
WA	50	Com Tax Ex	2"	Monthly	7/1/2012	\$ 41.70	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	51	C	1"	Monthly	7/1/2012	\$ 13.05	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	52	C	2"	Monthly	7/1/2012	\$ 41.70	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	53	C	3"	Monthly	7/1/2012	\$ 83.39	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	54	C	4"	Monthly	7/1/2012	\$ 130.29	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	55	C Tax Ex	4"	Monthly	7/1/2012	\$ 130.29	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	56	C	6"	Monthly	7/1/2012	\$ 260.59	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	57	C Tax Ex	6"	Monthly	7/1/2012	\$ 260.59	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	58	Com Tax Ex	5/8"	Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	59	Com Tax Ex	1"	Monthly	7/1/2012	\$ 13.05	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	61	C	5/8"	Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122

Schedule 2A

7/1/2012			Rate Code		Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	ccf	ccf	ccf	ccf	ccf
WA	62	C	3/4"	Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	65	C	1 1/2"	Monthly	7/1/2012	\$ 22.81	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	66	C	Multi Unit	Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	67		Fort Lee		7/1/2012		\$ 0.62	9	\$ -		\$ -	
WA	101	C/I		Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
WA	102	Com		Monthly	7/1/2012	\$ 5.21	\$ 0.35	3	\$ 1.49	122	\$ 0.96	>122
SW	201	C	2-1-1/2"	Monthly	7/1/2012	\$ 93.47	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	202	C	10"	Monthly	7/1/2012	\$ 1,654.45	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	203	C	4 & 1-1/2"	Monthly	7/1/2012	\$ 313.58	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	204	C	1-4" 2-2"	Monthly	7/1/2012	\$ 437.61	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	206	C	4-2"	Monthly	7/1/2012	\$ 341.52	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	211	R	5/8"	Monthly	7/1/2012	\$ 21.35	\$ 1.42	3	\$ 6.12	122	\$ 3.92	>122
SW	212	C	6 & 1"	Monthly	7/1/2012	\$ 560.38	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	215	R	1 1/2"	Monthly	7/1/2012	\$ 10.68	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	216	R	Multi Unit	Monthly	7/1/2012	\$ 10.68	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	251	C	1"	Monthly	7/1/2012	\$ 26.69	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	252	C	2"	Monthly	7/1/2012	\$ 85.38	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	253	C	3"	Monthly	7/1/2012	\$ 173.29	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	254	C	4"	Monthly	7/1/2012	\$ 266.85	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	256	C	6"	Monthly	7/1/2012	\$ 533.70	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	261	C	5/8"	Monthly	7/1/2012	\$ 10.68	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	262	C	3/4"	Monthly	7/1/2012	\$ 10.68	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	265	C	1 1/2"	Monthly	7/1/2012	\$ 46.74	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	266	C	Multi Unit	Monthly	7/1/2012	\$ 10.68	\$ 0.71	3	\$ 3.06	122	\$ 1.96	>122
SW	267	3 CCF	Flat	Monthly	7/1/2012	\$ 12.81						
SW	268	20	Flat	Monthly	7/1/2012	\$ 64.83						
SW	269	10 CCF	Flat	Monthly	7/1/2012	\$ 34.23						
SW	520	Res	1"	Bi Monthly	7/1/2012	\$ 21.35	\$ 0.71	6	\$ 3.06	244	\$ 1.96	>244
SW	521	Res	2"	Bi Monthly	7/1/2012	\$ 21.35	\$ 0.71	6	\$ 3.06	244	\$ 1.96	>244
SW	522	Res	3"	Bi Monthly	7/1/2012	\$ 21.35	\$ 0.71	6	\$ 3.06	244	\$ 1.96	>244
SW	523	Res	4"	Bi Monthly	7/1/2012	\$ 21.35	\$ 0.71	6	\$ 3.06	244	\$ 1.96	>244

Schedule 2A

7/1/2012			Rate Code		Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	ccf	ccf	ccf	ccf	ccf
SW	524	Res	6"	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	525	Res	5/8"	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	526	Res	3/4"	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	527	Res	1 1/2"	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	528	Res	Multi Unit	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	529	Com	1"	Bi Monthly	7/1/2012	\$ 53.37	0.71	6	\$ 3.06	244	1.96	>244
SW	530	Com	2"	Bi Monthly	7/1/2012	\$ 170.76	0.71	6	\$ 3.06	244	1.96	>244
SW	531	Com	3"	Bi Monthly	7/1/2012	\$ 346.58	0.71	6	\$ 3.06	244	1.96	>244
SW	532	Com	4"	Bi Monthly	7/1/2012	\$ 533.69	0.71	6	\$ 3.06	244	1.96	>244
SW	533	Com	6"	Bi Monthly	7/1/2012	\$ 1,067.39	0.71	6	\$ 3.06	244	1.96	>244
SW	534	Com	5/8"	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	535	Com	3/4"	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	536	Com	1 1/2"	Bi Monthly	7/1/2012	\$ 93.47	0.71	6	\$ 3.06	244	1.96	>244
SW	537	Com	Multi Unit	Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	538	Com-Ind		Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	539	Com		Bi Monthly	7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	540	Exp	5/8"		7/1/2012	\$ 21.35	0.71	6	\$ 3.06	244	1.96	>244
SW	549	Com	8"	Bi Monthly	7/1/2012	\$ 2,134.00	0.71	6	\$ 3.06	244	1.96	>244
WA	1	C	2-1-1/2"	Monthly	7/1/2011	\$ 41.25	0.32	3	\$ 1.35	122	0.87	>122
WA	2	C	10"	Monthly	7/1/2011	\$ 732.87	0.32	3	\$ 1.35	122	0.87	>122
WA	3	C	4 & 1 1/2"	Monthly	7/1/2011	\$ 138.75	0.32	3	\$ 1.35	122	0.87	>122
WA	4	C	1-4 & 2-2"	Monthly	7/1/2011	\$ 193.72	0.32	3	\$ 1.35	122	0.87	>122
WA	6	COM	4-2"	Monthly	7/1/2011	\$ 189.00	0.32	3	\$ 1.35	122	0.87	>122
WA	7	COM	6 & 1"	Monthly	7/1/2011	\$ 248.07	0.32	3	\$ 1.35	122	0.87	>122
WA	8	C	6"	Monthly	7/1/2011	\$ 472.50	0.64	3	\$ 2.70	122	3.30	>122
WA	9	Experiment	5/8"		7/1/2011	\$ 9.45	0.32	3	\$ 1.35	122	0.87	>122
WA	11	WA Mon or M/T	5/8"	Monthly	7/1/2011	\$ 9.45	0.64	3	\$ 2.70	122	3.30	>122
WA	12	R	3/4"	Monthly	7/1/2011	\$ 4.72	0.32	3	\$ 1.35	122	0.87	>122
WA	15	R	1 1/2"	Monthly	7/1/2011	\$ 4.72	0.32	3	\$ 1.35	122	0.87	>122
WA	16	R	Multi Unit	Monthly	7/1/2011	\$ 4.72	0.32	3	\$ 1.35	122	0.87	>122
WA	20	Res	1"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	21	Res	2"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244

Schedule 2A

7/1/2012			Rate Code		Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	ccf	ccf	ccf	ccf	ccf
WA	22	Res	3"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	23	Res	4"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	24	Res	6"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	25	Res	5/8"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	26	Res	3/4"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	27	Res	1 1/2"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	28	Res	Multi Unit	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	29	Com	1"	Bi Monthly	7/1/2011	\$ 23.65	0.32	6	\$ 1.35	244	0.87	>244
WA	30	Com	2"	Bi Monthly	7/1/2011	\$ 75.60	0.32	6	\$ 1.35	244	0.87	>244
WA	31	Com	3"	Bi Monthly	7/1/2011	\$ 151.20	0.32	6	\$ 1.35	244	0.87	>244
WA	32	Com	4"	Bi Monthly	7/1/2011	\$ 236.25	0.32	6	\$ 1.35	244	0.87	>244
WA	33	Com	6"	Bi Monthly	7/1/2011	\$ 472.50	0.32	6	\$ 1.35	244	0.87	>244
WA	34	Com	5/8"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	35	Com	3/4"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	36	Com	1-1/2"	Bi Monthly	7/1/2011	\$ 41.25	0.32	6	\$ 1.35	244	0.87	>244
WA	37	Com	MU	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	38	Com/IN D		Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	39	C	5/8"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	40	Com Tax Ex	1"	Bi Monthly	7/1/2011	\$ 23.65	0.32	6	\$ 1.35	244	0.87	>244
WA	41	Com Tax Ex	2"	Bi Monthly	7/1/2011	\$ 75.60	0.32	6	\$ 1.35	244	0.87	>244
WA	42	Com Tax Ex	3"	Bi Monthly	7/1/2011	\$ 151.20	0.32	6	\$ 1.35	244	0.87	>244
WA	43	Com Tax Ex	4"	Bi Monthly	7/1/2011	\$ 236.25	0.32	6	\$ 1.35	244	0.87	>244
WA	44	Com Tax Ex	6"	Bi Monthly	7/1/2011	\$ 472.50	0.32	6	\$ 1.35	244	0.87	>244
WA	45	Com Tax Ex	5/8"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	46	Com Tax Ex	3/4"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	47	Com Tax Ex	1-1/2"	Bi Monthly	7/1/2011	\$ 41.25	0.32	6	\$ 1.35	244	0.87	>244
WA	48	Res Tax Ex	5/8"	Bi Monthly	7/1/2011	\$ 9.45	0.32	6	\$ 1.35	244	0.87	>244
WA	49	C	8"	Bi Monthly	7/1/2011	\$ 945.00	0.32	6	\$ 1.35	244	0.87	>244
WA	50	Com Tax Ex	2"	Monthly	7/1/2011	\$ 37.80	0.32	6	\$ 1.35	244	0.87	>244
WA	51	C	1"	Monthly	7/1/2011	\$ 11.82	0.32	6	\$ 1.35	244	0.87	>244
WA	52	C	2"	Monthly	7/1/2011	\$ 37.80	0.32	6	\$ 1.35	244	0.87	>244
WA	53	C	3"	Monthly	7/1/2011	\$ 75.60	0.32	6	\$ 1.35	244	0.87	>244

Schedule 2A

7/1/2012			Rate Code		Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	ccf	ccf	ccf	ccf	ccf
WA	54	C	4"	Monthly	7/1/2011	\$ 118.12	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	55	C Tax Ex	4"	Monthly	7/1/2011	\$ 118.12	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	56	C	6"	Monthly	7/1/2011	\$ 236.25	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	57	C Tax Ex	6"	Monthly	7/1/2011	\$ 236.25	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	58	Com Tax Ex	5/8"	Monthly	7/1/2011	\$ 4.72	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	59	Com Tax Ex	1"	Monthly	7/1/2011	\$ 11.82	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	61	C	5/8"	Monthly	7/1/2011	\$ 4.72	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	62	C	3/4"	Monthly	7/1/2011	\$ 4.72	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	65	C	1 1/2"	Monthly	7/1/2011	\$ 20.62	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	66	C	Multi Unit	Monthly	7/1/2011	\$ 4.72	\$ 0.32	6	\$ 1.35	244	\$ 0.87	>244
WA	67		Fort Lee		7/1/2011		\$ 0.62	9	\$ -		\$ -	
WA	101	C/I		Monthly	7/1/2011	\$ 4.72	\$ 0.32	3	\$ 1.35	122	\$ 0.87	>122
WA	102	Com		Monthly	7/1/2011	\$ 4.72	\$ 0.32	3	\$ 1.35	122	\$ 0.87	>122
SW	201	C	2-1-1/2"	Monthly	7/1/2011	\$ 80.30	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	202	C	10"	Monthly	7/1/2011	\$ 1,421.35	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	203	C	4 & 1-1/2"	Monthly	7/1/2011	\$ 269.40	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	204	C	1-4" 2-2"	Monthly	7/1/2011	\$ 375.95	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	206	C	4-2"	Monthly	7/1/2011	\$ 366.75	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	211	R	5/8"	Monthly	7/1/2011	\$ 18.34	\$ 1.22	3	\$ 5.26	122	\$ 3.36	>122
SW	212	C	6 & 1"	Monthly	7/1/2011	\$ 481.42	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	215	R	1 1/2"	Monthly	7/1/2011	\$ 9.17	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	216	R	Multi Unit	Monthly	7/1/2011	\$ 9.17	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	251	C	1"	Monthly	7/1/2011	\$ 22.92	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	252	C	2"	Monthly	7/1/2011	\$ 73.35	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	253	C	3"	Monthly	7/1/2011	\$ 148.87	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	254	C	4"	Monthly	7/1/2011	\$ 229.25	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	256	C	6"	Monthly	7/1/2011	\$ 458.50	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	261	C	5/8"	Monthly	7/1/2011	\$ 9.17	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	262	C	3/4"	Monthly	7/1/2011	\$ 9.17	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	265	C	1 1/2"	Monthly	7/1/2011	\$ 40.15	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122
SW	266	C	Multi Unit	Monthly	7/1/2011	\$ 9.17	\$ 0.61	3	\$ 2.63	122	\$ 1.68	>122

Schedule 2A

7/1/2012			Rate Code		Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	ccf	ccf	ccf	ccf	ccf
							0.61				1.68	
SW	267	3 CCF	Flat	Monthly	7/1/2011	\$ 11.00						
SW	268	20	Flat	Monthly	7/1/2011	\$ 55.71						
SW	269	10 CCF	Flat	Monthly	7/1/2011	\$ 29.41						
SW	520	Res	1"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	521	Res	2"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	522	Res	3"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	523	Res	4"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	524	Res	6"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	525	Res	5/8"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	526	Res	3/4"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	527	Res	1 1/2"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	528	Res	Multi Unit	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	529	Com	1"	Bi Monthly	7/1/2011	\$ 45.85	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	530	Com	2"	Bi Monthly	7/1/2011	\$ 146.70	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	531	Com	3"	Bi Monthly	7/1/2011	\$ 297.75	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	532	Com	4"	Bi Monthly	7/1/2011	\$ 458.50	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	533	Com	6"	Bi Monthly	7/1/2011	\$ 917.00	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	534	Com	5/8"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	535	Com	3/4"	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	536	Com	1 1/2"	Bi Monthly	7/1/2011	\$ 80.30	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	537	Com	Multi Unit	Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	538	Com-Ind		Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	539	Com		Bi Monthly	7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	540	Exp	5/8"		7/1/2011	\$ 18.34	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244
SW	549	Com	8"	Bi Monthly	7/1/2011	\$ 1,828.00	\$ 0.61	6	\$ 2.63	244	\$ 1.68	>244

Water Meter Degradation

In accordance to AWWA M6 Manual guidelines, meter accuracies shall be decreased at a rate of 0.3% per annum as shown in the following table for the new 0.625" x 0.50" meters. As stated on page 40 of this contract, City acknowledges that excessive meter degradation related to poor water quality is not the responsibility of JCI and accepts responsibility for any meters that underperform due to a change in water hardness or particulates contained in the water. The table below provides the guaranteed 0.625" x 0.50" meter accuracy for the term.

Year	Small Meter Accuracy	Year	Small Meter Accuracy
1	98.50%	11	95.80%
2	98.50%	12	95.50%
3	98.20%	13	95.20%
4	97.90%	14	94.90%
5	97.60%	15	94.60%
6	97.30%		
7	97.00%		
8	96.70%		
9	96.40%		
10	96.10%		

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee (APG), and the M&V Services, Customer shall be responsible for:

1. General Requirements

- a. Existing code violations that may be found.
- b. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;
- c. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;
- d. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;
- e. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the APG within five (5) days of Customer receipt and/or generation or JCI's request;
- f. Customer is responsible for making efforts to repair leaks identified in the system in order to achieve optimal benefit associated with the leak detection system.
- g. Customer is responsible for water line repairs further than 24" away from the meter, unless otherwise noted herein. JCI is not liable for damages outside of this 24" zone, either on the water distribution side or on the resident/business side, incurred from the meter replacement process (i.e., shutoff, temporary outage, and restart of water service, etc...).
- h. Adequate personnel to assist in the shutting off service to any meters where isolation valves are not functioning properly will be provided by the Customer.
- i. Unless specified in the Scope of Work, any non-operational isolation valves that require either repair or replacement will be the responsibility of Customer.
- j. Locking meter box covers have not been included in this project. Any requirements for locking lids will be the responsibility of Customer. In areas that are prone to flooding, a utility should consider the use of locking meter box lids to avoid the possibility of the lids floating, which creates a potential trip hazard and also may damage the AMR system antennas. JCI shall not be held responsible for any meter box lids that may float away.
- k. Reasonable assistance in locating meters as required will be provided by the Customer.
- l. Customer shall provide guidance and support in either the repair or replacement of sidewalks, curb stops, and roadways damaged by JCI during the project. Any damage by JCI will be repaired by JCI at no cost to Customer.
- m. Customer shall operate curb stops and shut-off valves and supply personnel to either repair or to replace isolation valves if any are found to be inoperable.
- n. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI

Schedule 3

- o. Assurance that water fixtures are running properly after the replacement of corresponding water meter will be coordinated responsibility of JCI, Customer, and said End User.
- p. It is the Customer's responsibility to bill and collect for all increased meter accuracies. Should the Customer decide to forgive any increased accuracy impact outlined in this contract, it is at their sole discretion and shall not impact the benefit described herein. Customer will be responsible to provide communication from the AMR system to the Customer network for billing and data purposes.
- q. Customer will provide a secure storage staging area for all water meter project materials at the Walnut Hill Tank parking lot as noted in the Construction Workshop Meeting Minutes dated June 5, 2013.
- r. All water meters will be installed at the depth dictated by current water service line depth. Any change in water service line depth is the responsibility of the district.
- s. All new valves shall be approved by Customer prior to installation. If the valves are not approved after 10 business days JCI will consider them approved and place order for the material. JCI reserves the right to adjust the schedule and/or request a change order for any impact that may occur.
- t. All existing meters to be retrofitted with a new register are presumed to be able to accept a new register. If the meter cannot accept a new register then customer is responsible for additional costs associated with the new meter.
- u. The owner shall continue to be responsible for reading meters until all commissioning and acceptance plan steps are completed for the AMR system route.
- v. Faulty plumbing or abnormal conditions – If the JCI installer identifies a condition in a residence or business that would prevent the meter from being replaced, that account will be submitted by JCI in a list or accounts to return to the Customer, who then will be responsible for correcting the problem within 15 days. The JCI installer will replace the meter once the condition has been corrected by the City. If the City does not make the needed repair within 10 days of the anticipated Substantial Completion date, JCI will furnish the meter to the City for installation by the City.
 - i. Examples of abnormal conditions for water meters include but not limited to:
 - ii. Faulty curb stop
 - iii. Broken isolation valve or isolation valve that will not close
 - iv. Broken crocks
 - v. Broken meter box or vault lids
 - vi. Corroded plumbing

2. Installation Period

- a. Traffic safety during installation.
- b. Providing assistance to JCI in locating meters (as required).
- c. Providing Meter or Vault work required to allow JCI to accomplish their work at the meter location.
- d. during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the APG as a result of the new construction;

- e. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2A or any other matter that may impact the APG.
- f. Provide JCI relevant account and meter data (i.e. account number, service address, customer name, etc.) where meters are missing from pits/vaults.
- g. Isolating the utility system to allow for meter/valve change out, including identification of all shut-off valves.
- h. Scheduling shutdowns, downtimes, and relocation of new commercial vaults.
- i. Providing a list of inactive accounts at the time of construction.
- j. Meter Location and Rework - It is understood by JCI that the components of the new AMR system will properly fit inside of the Customer's existing meter box and vaults. If a water meter, meter box, service line, or any other existing component is set in a manner that requires rework for installation (other than those accounts specified herein), Customer is responsible for any re-work including but not limited to work accommodate the new water meter, encoder register(s), through the lid antenna and endpoint.
- k. Weekly Utility Database Refresh - Customer shall provide a weekly refresh file of the entire water utility database. The refresh file should be provided in electronic format and posted to the Customer's FTP server for access by JCI on a weekly basis. If the Customer does not have a FTP server, a FTP location will be provided to the Customer for uploads. The file should be either comma delimited or fixed-width and contain (at minimum) the following fields:
 - i. Service Type (i.e., water)
 - ii. Account ID (Location ID)
 - iii. Address
 - iv. Cycle/Zone (if applicable)
 - v. Route/Book
 - vi. Reading Sequence
 - vii. Radio ID (ERT ID number)
 - viii. Register ID (a.k.a. register ID, MIU ID)
 - ix. Meter Number (a.k.a. meter serial number)
 - x. Meter Make (i.e., Neptune)
 - xi. Meter Model (i.e., T-10, TruFlo, HPT, etc...)
 - xii. Size (5/8 x 3/4, 1, 2, etc...)
 - xiii. Latitude (degree.decimal)
 - xiv. Longitude (degree.decimal)
- l. Billing System Interruptions - JCI recognizes the complexities involved in billing system upgrades, transitions, and modifications. In the event of project delays resulting from unexpected functionality, implementation issues, conversion problems or the like of billing system, JCI shall not be held responsible for such delays. It is agreed that no major utility billing system modifications will take place for the duration of this project. Customer agrees to make mutually agreeable adjustments to any affected facets of project including material warranties, installation schedule, and potential material price increases as a result of billing system modifications during the project.

Schedule 3.

- m. Utility Interruptions and Customer Support - JCI shall be responsible for adequate management, notification, and coordination of installation efforts related to this project. Customer involvement and support will also be required during implementation of this improvement measure. JCI will be the first point of contact and response for meter and leak detection installation issues. Any staff overtime or water fees that are a result of this project are the responsibility of the Customer.
- n. Customer support will be required during implementation to obtain access to meters and to coordinate utility interruptions JCI personnel will be responsible for adequate notification and coordination with appropriate Customer personnel and end users to facilitate access and minimal disruption. JCI shall follow the following Access Program:
- ii) **Written attempt one.** JCI will proceed with meter replacement per a scheduled implementation plan. If the installer cannot gain access to the meter (inaccessible), the installer will leave behind a door hanger with detailed instructions in both English and Spanish for the end user to contact JCI and schedule an appointment. Customer will have final approval of the door hanger.
 - iii) **Written attempt two.** On a second occasion, JCI will attempt to reschedule and access the meter in an attempt to complete the work. If JCI still cannot gain access to the meter, another door hanger will be left behind.
 - iv) If access cannot be obtained via these two attempts, JCI will next attempt to contact the end user via telephone to schedule access to the meter. A valid telephone attempt is defined as either a.) The end user can be reached; or b) A message is left on an answering machine or voice mail. JCI will make a minimum of three (3) telephone attempts utilizing the telephone number supplied by the Customer via the work order data and any other reasonable means available to JCI. A minimum of one (1) telephone call shall be attempted on Saturday or on a weekday after 5:00 PM.
 - v) **Written attempt three.** On a third occasion, JCI will call the end user to schedule an appointment. JCI shall then visit the premise in an attempt to complete the work. If JCI still cannot gain access to the meter, another door hanger will be left.
 - vi) If the work order has not been completed and an appointment has not been established within ten (10) business days after JCI has delivered the third written attempt, the work order will be returned to the Customer as a "Cannot Complete" order. For project tracking purposes, such orders will be considered complete.
 - vii) Hard to access accounts – Accounts that do not respond to the above attempts process shall be listed by JCI on a weekly basis and submitted back to the Customer, who will then be responsible for gaining access to these accounts; JCI may participate in the scheduling (with the Customer) and meter change-out of these accounts.

1. Closeout/Warranty

- a. Route Acceptance - Upon Substantial Completion of each route in Customer's system, JCI shall notify Customer in writing and request a Certificate of Substantial Completion. Customer shall, within 15 days, review submitted route acceptance documentation to determine its status of completion. If Customer does not consider Work to be substantially complete it shall notify JCI in writing, giving the reasons therefore. If the Customer doesn't respond, a second request will be made. If the Customer does not respond within 3

days of the second notice, the Route will be considered accepted. If Customer considers the Work to be substantially complete, Customer shall develop a list of items to be completed or corrected ('punch list') and execute a Certificate of Substantial Completion provided by JCI.

- b. "Substantial Completion" is the point at which a minimum 90% of the meters are installed in a given route and associated data is transferred into the Customer's billing database. Until the point at which an executed substantial completion route document is returned from the Customer, JCI does not support total reliance on the AMR system for billing purposes. Customer is responsible for reading meters not yet retrofitted or installed by JCI. Upon issuance of the Certificate of Substantial Completion, the installation labor warranty begins, system benefits may be realized, and the use of the AMR system for the specified route can be utilized for billing purposes.
- c. "Final Completion" is the time at which all punch list items (in a given route) from Substantial Completion are corrected (or 98% of all scoped meters are installed and functioning through the AMR system per manufacturer's specifications, whichever comes first). At this point, the Final Completion document is executed, the installation labor warranty begins, system benefits may be realized, and the use of the AMR system for the specified route can be utilized for billing purposes. Any items remaining on the Substantial Completion punch list at this point will have a mutually determined and documented resolution between the Customer and JCI.
- d. System performance measure for route sign-off: a minimum of 98% of the billing reads shall be obtained for all installed meters, within a route and within a 3-day read window and containing all of the billing determinants needed to generate a bill.
- e. JCI will respond to 100% of initial service calls on any meter not signed off/accepted, where the route was entered (opened). Once the meter has been installed properly per the contract and route acceptance has been completed, the Customer will be the initial responder to the call. JCI will only be called out to a meter if a problem if the problem has anything to do with workmanship from an installation (during the warranty period), the problem is the responsibility of JCI. Workmanship examples include anything that has not been completed per the contract (i.e., the water meter was not installed per AWWA M6 Manual or manufacturer's guidelines or the meter box lids were not punctured properly).
- f. Customer warranty responsibilities include faulty meters or dead meters, regardless of acceptance status. A faulty meter would include a broken freeze plate ("bottom cap"), register failures, and/or any damages caused by the end user. A dead meter is defined as any meter that stops registering usage after final route acceptance. If either one of these problems are encountered by JCI during their initial response, JCI will notify the Customer to make the necessary repairs.

2. Post-Installation Period and Maintenance

- g. Providing and maintaining an account for JCI to facilitate remote monitoring of relevant equipment and the new utility system;
- h. Ongoing care and maintenance of the utility system, including all meters, AMR equipment and systems, meter boxes, and meter vaults at or above manufacturers' specifications and recommendations.

Schedule 3.

- i. In subsequent years from the Substantial Completion Date, the Customer shall be responsible for purchasing any annual maintenance agreements for AMR system components and software
- j. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2A or any other matter that may impact the APG;
- k. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits.
- l. Involvement and support to JCI for adequate management, notification, and coordination of installation efforts related to this project. It is the Customer's responsibility to bill and collect for all increased meter accuracies. Should the Customer decide to forgive any increased accuracy impact outlined in this contract, it is at their sole discretion and shall not impact the benefit described herein.

3. Exclusions

- m. The quantities of existing water meters with "Active" accounts are based upon data provided to JCI by the City. Any "Inactive" account water meters will be replaced if specifically noted in Schedule 1, the Scope of Work. If JCI is requested to install additional quantities of water meters or leak detection sensors, the total installed pricing will be negotiated at that time and added to the project through the Change-Order process.
- n. JCI does not guarantee the performance of radio reads on meters that are under water. If JCI is requested to install additional transmitter equipment for meters in flooded pits, the total installed price for the meter installation will be negotiated at that time and added to the project through the Change-Order process.
- o. JCI does not accept responsibility for existing conditions of the water distribution system that affects JCI's ability to complete the Scope of Work.

PRICE & PAYMENT TERMS

Customer shall make payments to JCI as follows:

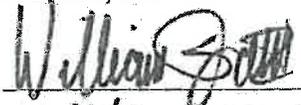
1. Installation Period Pricing. The price to be paid by Customer for the Work shall be \$4,989,403.00 (the "Agreement Price"). Progress payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:
 - i. An invoice for an Initial Payment of \$1,247,350.00 will be submitted by JCI to Customer within five (5) business days of securing project financing for project development, start up, other costs incurred by JCI and not previously reimbursed by Customer, and initial project mobilization. This invoice shall be paid to JCI within five (5) business days after closing on financing.
 - ii. The remainder of the Agreement Price will be invoiced via monthly progress invoices using standard AIA G702/703 or equivalent forms. The Customer shall make progress payments promptly within thirty (30) days of its receipt of an invoice. Payments that remain unpaid after sixty (60) days shall be subject to a monthly service charge of one and one-half percent (1 1/2%) per month or the maximum allowed by law, whichever is lower.
 - iii. Final payment, constituting the entire unpaid balance for the Work, shall be made to JCI within thirty (30) days after the Substantial Completion Date.
 - iv. With respect to all invoices submitted by JCI during the Installation Period, including the final payment, Customer acknowledges that such payments will be made on Customer's behalf by an escrow agent established in connection with that Equipment Lease Purchase Agreement initially between JCI and Customer of even date with this Agreement (the "Lease"), as assigned to and assumed by Grant Capital. At the time JCI submits an invoice for payment hereunder, JCI will also include a form of Certificate of Acceptance and Payment Request as required under the escrow agreement, and Customer will execute and deliver such Certificate of Acceptance and Payment Request to the escrow agent in sufficient time for the escrow agent to release the funds from escrow and pay the related invoice within the time frame set forth therein.

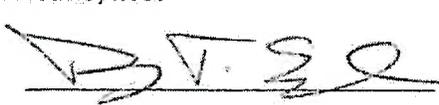
2. Performance Period Pricing: The total price to be paid by Customer for the Work shall be \$390,272.00. Annual payments shall be made to JCI as follows:

Year	Performance Management	Year	Performance Management	Year	Performance Management
Year 1	\$ 11,574	Year 6	\$ 13,417	Year 11	\$ 15,554
Year 2	\$ 11,921	Year 7	\$ 13,819	Year 12	\$ 16,021
Year 3	\$ 12,279	Year 8	\$ 14,234	Year 13	\$ 16,501
Year 4	\$ 12,647	Year 9	\$ 14,661	Year 14	\$ 16,996
Year 5	\$ 188,042	Year 10	\$ 15,101	Year 15	\$ 17,506

CITY OF PETERSBURG, VA

JOHNSON CONTROLS, INC.

Signature: 
 Printed Name: William R. Johnson
 Title: City Manager
 Date: 10/28/13

Signature: 
 Printed Name: Douglas T. Engel
 Title: Regional VP + GM
 Date: 11/5/13

NOTICE TO PROCEED

Johnson Controls, Inc.
4232 Park Place Court
Glen Allen, VA 23060
ATTN: Lou Sterlacci

Re: Notice to Proceed for the City of Petersburg System-wide Performance Contracting Water Meter Project

Dear Mr. Sterlacci:

This Notice to Proceed is being issued by the City of Petersburg, VA ("Customer"), by and through the undersigned, to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, or prior to Customer closing on its project financing, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties or project financing is not closed, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed and project financing is closed. Once the Performance Contract is executed and project financing is closed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price. If the Performance Contract is not signed by the parties or project financing is not closed within 30 days of the date hereof, JCI will have the right, at its option, to discontinue Work on the project and invoice Customer for all costs and expenses incurred through the date Work is discontinued.

By signing and dating this Notice to Proceed, the undersigned, on behalf of Customer, agrees to these terms and represent and warrant he has the authority to execute this Notice to Proceed on behalf of Customer.

CITY OF PETERSBURG, VA

By: Signature: William E. Johnson

Printed Name: William E. Johnson

Title: City Manager

Date: 10/29/2013

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: Douglas T. Engal

Printed Name: Douglas T. Engal

Title: Regional VP + GM

Date: 11/5/13



Attachment 2

CHANGE ORDER

Performance Contract dated October 17, 2013 between Johnson Controls, Inc. and CITY OF PETERSBURG, VA	Change Order No.	Date (mo/day/yr)
Customer CITY OF PETERSBURG, VA		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
Total amount of this Change Order.....	\$	
Total Performance Contract amount as revised by this Change Order.....	\$	
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)	
[check if applicable] Assured Performance Guarantee changed as follows:		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
CITY OF PETERSBURG, VA	JOHNSON CONTROLS, INC.	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
4232 Park Place Ct.
Glen Allen, VA 23060

CITY OF PETERSBURG ("Customer")
103 W. Tabb St
Petersburg VA 23803

PROJECT: City of Petersburg Performance Contract; Performance Contract dated October 17, 2013
between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
 - punch list attached
 - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 201__.

ON BEHALF OF THE CITY OF PETERSBURG, VA (CUSTOMER)

By: Signature: _____

Printed Name: _____

Title: _____

Date: _____

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
4232 Park Place Ct.
Glen Allen, VA 23060

CITY OF PETERSBURG ("Customer")
103 W. Tabb St
Petersburg VA 23803

PROJECT: City of Petersburg Performance Contract;
Performance Contract dated October 17, 2013 between JCI and Customer

By executing this Certificate of Final Completion (as defined in Schedule 1), Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated _____, 2013.

CITY OF PETERSBURG, VA

JOHNSON CONTROLS, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EQUIPMENT LEASE PURCHASE AGREEMENT

[On file with JCI.]

**AMENDMENT NUMBER ONE
TO PERFORMANCE CONTRACT
BETWEEN JOHNSON CONTROLS, INC. AND THE CITY OF PETERSBURG**

This Amendment Number One (the "First Amendment") dated January 8, 2014 ("Effective Date") by and between Johnson Controls, Inc. ("JCI") and the City of Petersburg ("Customer").

WHEREAS, JCI and Customer have executed the Performance Contract dated October 28, 2013 (collectively, along with the First Amendment, the "Agreement"); and

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Section 1 Scope of the Agreement is hereby amended by adding the following after the first paragraph of the Section:

The Original Term of this Agreement commenced on October 28, 2013 and will terminate on the last day of the Customer's current fiscal year. The Agreement may be continued, solely at the option of the Customer, at the end of the Original Term or any Renewal Term, as hereinafter defined, for an additional term of one year ending on the last day of the Customer's next fiscal year (each such term a "Renewal Term") up to the maximum term of 15 years (the "Maximum Term"). At the end of the Original Term and at the end of each Renewal Term until the Maximum Term has been completed, the Customer will be deemed to have exercised its option to renew this Agreement for the next Renewal Term unless the Customer has terminated this Agreement. The Customer will be deemed to have terminated this Agreement if the Customer terminates the Equipment Lease Purchase Agreement dated as of January 8, 2014, by and between JCI and the Customer.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

CITY OF PETERSBURG

Signature: _____

Printed Name: William E. Johnson, III

Title: City Manager

Date: _____

1/8/2014

JOHNSON CONTROLS, INC.

Signature: _____

Printed Name: Charles F. Farnum

Title: _____

Date: _____

Regional General Manager

1/8/14

**AMENDMENT NUMBER ONE
TO PERFORMANCE CONTRACT
BETWEEN JOHNSON CONTROLS, INC. AND THE CITY OF PETERSBURG**

This Amendment Number One (the "First Amendment") dated January 8, 2014 ("**Effective Date**") by and between Johnson Controls, Inc. ("JCI") and the City of Petersburg ("Customer").

WHEREAS, JCI and Customer have executed the Performance Contract dated October 28, 2013 (collectively, along with the First Amendment, the "Agreement"); and

NOW THEREFORE, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Section 1 Scope of the Agreement is hereby amended by adding the following after the first paragraph of the Section:

The Original Term of this Agreement commenced on October 28, 2013 and will terminate on the last day of the Customer's current fiscal year. The Agreement may be continued, solely at the option of the Customer, at the end of the Original Term or any Renewal Term, as hereinafter defined, for an additional term of one year ending on the last day of the Customer's next fiscal year (each such term a "Renewal Term") up to the maximum term of 15 years (the "Maximum Term"). At the end of the Original Term and at the end of each Renewal Term until the Maximum Term has been completed, the Customer will be deemed to have exercised its option to renew this Agreement for the next Renewal Term unless the Customer has terminated this Agreement. The Customer will be deemed to have terminated this Agreement if the Customer terminates the Equipment Lease Purchase Agreement dated as of January 8, 2014, by and between JCI and the Customer.

Unless otherwise expressly defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

The Agreement remains in full force and effect except as expressly amended hereby to give effect to this Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date set forth below, to be effective as of the Effective Date.

CITY OF PETERSBURG

Signature: _____

Printed Name: _____

Title: _____

Date: _____

JOHNSON CONTROLS, INC.

Signature: Charles F. Fanning

Printed Name: Charles F. Fanning

Title: Regional General Manager

Date: 1/8/14



**CITY OF PETERSBURG
GOODS AND SERVICES CONTRACT**

This Contract, dated this 28th day of October 2013 (the "Commencement Date") between the City of Petersburg, Virginia (the "City") and Johnson Controls, Inc., LLC. (the "Contractor"), is binding among and between these parties as the date of the City's final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. 13-0012 (the "Request for Proposals") for System-Wide Performance Contracting Water Meter Improvement Program.

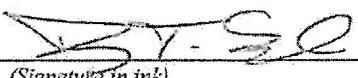
THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 2 below.
2. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from first to last:
 - A. This Goods and Services Contract between the City and the Contractor.
 - B. The Terms and Conditions attached to the Request for Proposals (as modified by any addenda).
 - C. The Performance Contract.
 - D. The Final Equipment Lease Purchase Agreement.
 - E. The Contractor's Best and Final Offer dated, February 22, 2013 and negotiated modification.
 - F. The Scope of Work attached to the Request for Proposals (as modified by any addenda).
 - G. The Proposal Preparation and Submission Instructions attached to the Request for Proposals (as modified by any addenda).
 - H. The Johnson Controls Inc., proposal in response to Request for Proposal no. 13-0012 dated, October 29, 2012.
 - I. Contract Renewal- the City, at its sole option may renew this contract for up to twenty (20) – one (1) year renewal term by furnishing the contractor notice of its decision to renew at least 60 calendar days before the expiration of the then current term.

All of these documents are incorporated herein by reference.

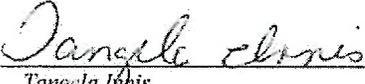
IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract in three counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

For the CONTRACTOR:

By:  11/5/13
(Signature in ink) Date
Douglas T. Egan RVP-GM
(Typed name)

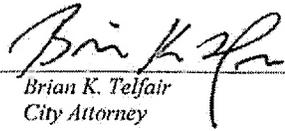
Attest:  11/5/13
(Signature in ink) Date
Raymond Johnson Area GM
(Typed title)

For the CITY:

By:  10/28/13
(Signature in ink) Date
Tangela Iffis
Purchasing Agent

 10/28/13
(Signature in ink) Date
William E. Johnson, III
City Manager

APPROVED AS TO FORM:

 10/28/13
(Signature in ink) Date
Brian K. Telfair
City Attorney



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY

AIA DOCUMENT A311 PERFORMANCE BOND

Bond No. 8233-22-12

KNOW ALL MEN BY THESE PRESENTS: that

Johnson Controls, Inc.

(Here insert full name address or legal title of Contractor)

5757 North Green Bay Road, Milwaukee, WI 53209
as Principal, hereinafter called Contractor, and

FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW ROAD
WARREN, N.J. 07059

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Petersburg

(Here insert full name and address or legal title of Owner)

103 West Tabb Street, Petersburg, VA 23803

as Oblige, hereinafter called Owner, in the amount of Four Million Nine Hundred Eighty Nine Thousand Four
Hundred Three Dollars and 00/100

Dollars (\$4,989,403.00),

for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated October 28, 2013, entered into a contract with Owner for
Automatic Meter Reading and Leak Detection; City of Petersburg, VA

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

*Printed in cooperation with the American Institute of Architects (AIA) by the Chubb Group of Insurance Companies. The language in this document
conforms exactly to the language used in AIA Document A311 December 1984 edition, Third Printing, March 1987*

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract

or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

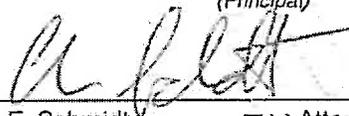
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

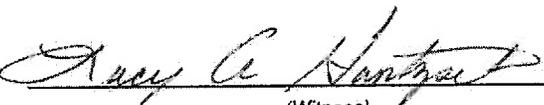
Signed and sealed this 6th day of November, 2013



(Witness)

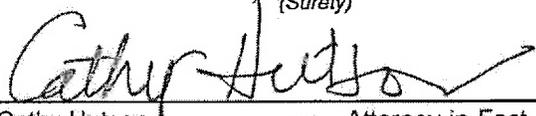
Johnson Controls, Inc.

(Principal) (Seal)

Chris E. Schmidt (Title) Attorney-In-Fact



(Witness)

FEDERAL INSURANCE COMPANY

(Surety) (Seal)

Cathy Hutson (Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the Chubb Group of Insurance Companies. The language in this document conforms exactly to the language used in AIA Document A311 December 1984 edition, Third Printing, March 1987

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Johnson Controls, Inc.
5757 N. Green Bay Avenue
Milwaukee, WI 53209



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Chris E. Schmidt
Treasury Director

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company.

This authority does not extend to:

- a. the execution of contracts for the performance of work, sale of goods, and furnishing of services;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company; and
- d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase, or any other instruments pertaining to the purchase or sale of real property.

This authority shall remain in full force and effect for six (6) months from the date of issue.

Signed at Milwaukee, Wisconsin, this 6th day of November 2013.



Alex A. Molinaroli, President

Attest:



Jerome D. Okarma, Secretary
(SEAL)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Kathleen A. Crary, Cathy Hutson, Daniel J. Kwiecinski, Tracy K. Matthews, Wendy S. Miller, Daniel J. Sapiro and Lisa M. Slakes of Milwaukee, Wisconsin

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **24th** day of **July, 2007**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

On this **24th** day of **July, 2007**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

November 6, 2013



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

Bond No. 8233-22-12

**AIA DOCUMENT A311
LABOR AND MATERIAL PAYMENT BOND**

This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS: that
Johnson Controls, Inc.
5757 North Green Bay Road, Milwaukee, WI 53209
as Principal, hereinafter called Principal, and

(Here insert full name and address or legal title of Contractor)

**FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW ROAD
WARREN, N.J. 07059**

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Petersburg
103 West Tabb Street, Petersburg, VA 23803

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Four Million Nine Hundred Eighty Nine Thousand Four Hundred Three Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$4,989,403.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated October 28, 2013, entered into a contract with Owner for Automatic Meter Reading and Leak Detection; City of Petersburg, VA

in accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Printed in cooperation with the American Institute of Architects (AIA) by the Chubb Group of Insurance Companies. The language in this document conforms exactly to the language used in AIA Document A311 December 1984 edition, Third Printing, March 1987

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or

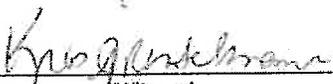
labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

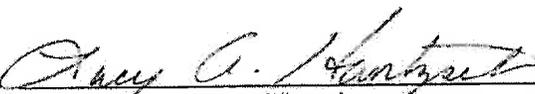
Signed and sealed this 6th day of November, 2013



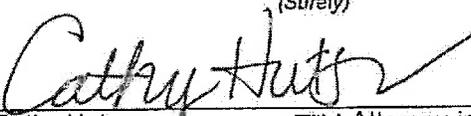
(Witness)

Johnson Controls, Inc.
(Principal) (Seal)


Chris E. Schmidt (Title) Attorney-in-Fact



(Witness)

FEDERAL INSURANCE COMPANY
(Surely) (Seal)


Cathy Hutson (Title) Attorney-in-Fact

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Johnson Controls, Inc.
5757 N. Green Bay Avenue
Milwaukee, WI 53209



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Chris E. Schmidt
Treasury Director

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

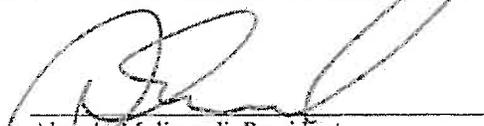
To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company.

This authority does not extend to:

- a. the execution of contracts for the performance of work, sale of goods, and furnishing of services;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company; and
- d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase, or any other instruments pertaining to the purchase or sale of real property.

This authority shall remain in full force and effect for six (6) months from the date of issue.

Signed at Milwaukee, Wisconsin, this 6th day of November 2015.



Alex A. Molinaroli, President

Attest:



Jerome D. Okarma, Secretary

(SEAL)





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Kathleen A. Crary, Cathy Hutson, Daniel J. Kwiecinski, Tracy K. Matthews, Wendy S. Miller, Daniel J. Sapiro and Lisa M. Slakes of Milwaukee, Wisconsin

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of July, 2007

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 24th day of July, 2007 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

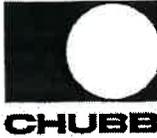
- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this November 6, 2007



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department
15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

FEDERAL INSURANCE COMPANY

RIDER NAMING ADDITIONAL OBLIGEE

To be attached to and form a part of Bond No. 8233-22-12 (the "Bond") on behalf of

Johnson Controls, Inc. , as Principal, and FEDERAL INSURANCE COMPANY,

as Surety, and in favor of City of Petersburg , as Obligee,

WHEREAS, when this Bond was originally executed,

City of Petersburg was named as Obligee, and

WHEREAS, it is now desired that the Bond be amended to include additional Obligee(s).

NOW, THEREFORE, SUBJECT TO THE WRITTEN CONSENT OF THE ORIGINAL NAMED OBLIGEE, it is hereby understood and agreed that the following be named as additional Obligee(s) under this Bond:

Grant Capital Management Inc. and Its Assigns
8849 Stanford Blvd., Suite 203
Columbia, MD 21045

This RIDER, however, is subject to the following provisions:

1. Neither the Principal nor the Surety shall be liable to the Obligee(s), or any of them, unless the Obligee(s), or any of them, make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and perform all other obligations in accordance with the terms of the said Contract at the time and in the manner therein set forth.

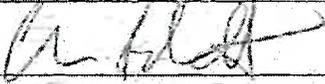
2. In no event shall the liability of the Principal and the Surety to the Obligee(s), or any of them, in the aggregate, exceed the penal sum stated in the Bond, and the rights of the additional Obligee(s), or any of them, under the Bond are subject to any and all defenses the Principal and/or Surety has or may acquire against the original named Obligee.

3. The additional named Obligee(s) shall not be deemed an Obligee(s) under this Bond until the original named Obligee(s) has consented by the execution of this Rider.

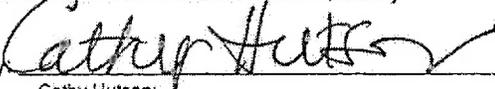
4. Except as expressly set forth in this Rider, nothing contained herein shall be held to alter or amend the terms of the Bond. In the event of a conflict between the Bond and this Rider, the parties agree that this Rider shall govern and control. All references to the Bond, either in the Bond or this Rider, shall include and refer to the Bond as supplemented and amended by this Rider. Except as provided by this Rider, all other terms and conditions of the Bond remain in full force and effect.

Signed and Sealed this 6th day of November, 2013.

JOHNSON CONTROLS, INC., Principal

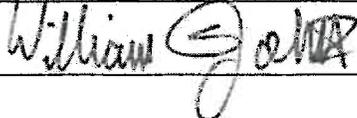
By: 
Chris E. Schmidt; Attorney-In-Fact, Authorized Representative

FEDERAL INSURANCE COMPANY, Surety

By: 
Cathy Hutson; Attorney In Fact

Consented to:

CITY OF PETERSBURG, Original Obligee

By: , Authorized Representative

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.



Signature line 1

Signature line 2

Signature line 3 (Handwritten signature)

Signature line 4

Signature line 5

Signature line 6

Johnson Controls, Inc.
5757 N. Green Bay Avenue
Milwaukee, WI 53209



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Chris E. Schmidt
Treasury Director

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company.

This authority does not extend to:

- a. the execution of contracts for the performance of work, sale of goods, and furnishing of services;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company; and
- d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase, or any other instruments pertaining to the purchase or sale of real property.

This authority shall remain in full force and effect for six (6) months from the date of issue.

Signed at Milwaukee, Wisconsin, this 6th day of November 2013.



Alex A. Molinaroli, President

Attest:



Jerome D. Okarma, Secretary
(SEAL)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Kathleen A. Crary, Cathy Hutson, Daniel J. Kwiecinski, Tracy K. Matthews, Wendy S. Miller, Daniel J. Sapiro and Lisa M. Slakes of Milwaukee, Wisconsin

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **24th** day of **July, 2007**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this **24th** day of **July, 2007**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

November 6, 2013



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

CERTIFICATE OF COVERAGE

Rev. 07/07/06



Producer:
VML INSURANCE PROGRAMS
 P.O. Box 3239, Glen Allen, VA 23058
 1-800-963-6800 (Phone); 1-804-968-4662 (Fax)
 www.vmlins.org

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the Membership Agreement afforded by the policies below, nor guarantees the solvency of VML Insurance Programs.

COMPANIES AFFORDING COVERAGE

Named Insured:
 City of Petersburg
 135 N. Union Street, Room 208
 Petersburg, VA 23803

VML Insurance Programs

COVERAGES

This is to certify that the coverage listed below has been issued to the Member named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the coverage afforded by the policies described herein is subject to all the terms, exclusions and conditions of the Member Agreement and the policy forms. Limits shown may have been reduced by paid claims.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits	
General Liability Damage to Premises Rented to You Medical Payments	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Each Occurrence	\$1,000,000
				Any One Fire	\$100,000
				Any One Person	\$0
Excess Liability	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Per Occurrence	\$3,000,000
Automobile Liability Any Auto	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Combined Single Limit	\$1,000,000
Crime	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Form O	\$200,000
Auto Physical Damage Collision Comprehensive	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Symbol	2, 8
				Deductible	\$10,000
				Deductible	\$10,000
Property Special Form	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Blanket Building & Contents	
				Limit	\$141,577,643.85
				Deductible	\$10,000
Boiler & Machinery	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Limit	\$5,000,000
				Deductible	\$1,000
Worker's Compensation	P-2013-2014-VML-0500-1	07/01/2013	07/01/2014	Per Virginia Statute	

Description of Operations/Locations/Vehicles/Special Items
 Provision of funding/lease for Performance City Water Meter Project

CERTIFICATE HOLDER
 Grant Capital Management Inc. and Assigns
 8894 Standord Blvd., suite 203
 Columbia, MD 21045

CANCELLATION: Should the above described Member Agreement be cancelled before the expiration date thereof, VML Insurance Programs will endeavor to mail written notice within 30 days to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation of any kind upon VML Insurance Programs, its agents or representatives.

By: *Karen Nuckols*

Date: 11/04/2013

THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT.
PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE FORM (OCCURRENCE VERSION)

It is agreed that:

The "Who Is A Covered Person" provision is amended to include as a covered person

1. The person or organization named below but only with respect to liability arising out of operations performed by or on behalf of the named member or entity.
2. The applicable limit of the Pool's liability for the coverage afforded under this endorsement forming a part of this coverage document shall be reduced by any amount paid as damages, or any attorney' fees or other expenses associated herewith, under this endorsement on behalf of the person or organization named below.

Grant Capital Management, Inc. and Assigns

City of Petersburg
11/4/13

ENDORSEMENT NO. 9 I

**CITY OF PETERSBURG, VIRGINIA
NON-ARBITRAGE CERTIFICATE AND TAX COVENANTS**

As of January 8, 2014 (the "Closing Date"), the undersigned officer of the City of Petersburg, Virginia (the "City"), being a person charged by resolution of the City Council of the City (the "City Council") with the responsibility for issuing and delivering the Equipment Lease Purchase Agreement dated January 8, 2014 (collectively, the "Lease"), with Johnson Controls, Inc., (the "Lessor") covenants on behalf of the City as follows and certifies in good faith that pursuant to Treasury Regulations § 1.148-2(b)(2)(i) (hereinafter Treasury Regulations Sections shall be referred to as "Treas. Reg."), that with respect to the execution and delivery by the City of the Lease, the reasonable expectations of the City are:

1. Authorization and Purpose. The City is executing and delivering the Lease to provide funds to finance the costs of the acquisition and installation of equipment as more particularly described in Lease (the "Equipment").

2. Definitions. Unless otherwise defined, each capitalized term used in this Certificate has the meaning given it in the Lease. The following capitalized terms used throughout this document have the meanings set forth below:

(a) "AMT Bond" means a "specified private activity bond" as defined in Section 57(a)(5)(C) of the Code, the interest on which is a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

(b) "Code" means the Internal Revenue Code of 1986, as amended, and any successor statute. Each citation to a Code section shall include the applicable Treasury Regulations, revenue procedures and revenue rulings.

(c) "General Public Use" means use of the Equipment by a Nongovernmental Person as a member of the general public. Use of the Equipment by a Nongovernmental Person in a Trade or Business is treated as General Public Use only if the Equipment is intended to be available and in fact is reasonably available for use on the same basis by natural persons not engaged in a Trade or Business. Use under arrangements that convey priority rights or other preferential benefits is not use on the same basis as the general public.

(d) "Interest Component" means the interest component of the City's payment obligations under the Lease.

(e) "Nongovernmental Person" means any individual, business entity, local government, political subdivision or trust that is not a state or local governmental unit within the meaning of Section 141 of the Code (or any instrumentality thereof), and includes the federal government.

(f) "Private Business Use" means a use of the Lease Proceeds (as defined in Section 7) or the Equipment directly or indirectly in a Trade or Business carried on by a Nongovernmental Person other than General Public Use. For all purposes hereof, a Private Business Use of any Equipment is treated as a Private Business Use of Lease Proceeds. Both actual and beneficial use by a Nongovernmental Person may be treated as Private Business Use under Section 141 of the Code. In determining whether special economic benefit gives rise to Private Business Use, it is necessary to consider all of the facts and circumstances, including one or more of the following factors: (i) whether the Equipment is functionally related or physically proximate to property used in the Trade or Business of a Nongovernmental Person, (ii) whether only a small number of Nongovernmental Persons receive the economic benefit, and (iii) whether the cost of the Equipment is treated as depreciable by the Nongovernmental Person.

(g) "Service Contract" means a contract under which a Nongovernmental Person will provide services involving all, a portion or any function of the Equipment.

(h) "Trade or Business" means any activity carried on by a Person, except for a natural person. "Trade or Business" for a natural person means any activity carried on by such natural person that constitutes a "trade or business" within the meaning of Section 162 of the Code.

3. Execution of Lease. The City will this day deliver the Lease, under the terms of which the City is obligated, to pay to the Lessor lease payments in the aggregate principal amount of \$5,289,403.00, together with interest components thereon.

4. Security for the Lease. The Lease requires the City to pay to the Lessor rent for the Equipment monthly in the amounts and on the dates shown in the schedule of payments attached to the Lease.

5. Hedge Contract. The City has not entered into any Hedge Contract (as defined below) with respect to Lease. A "Hedge Contract" is a contract entered into primarily to reduce a tax-exempt bond issuer's risk of interest rate changes with respect to a borrowing. For example, a Hedge Contract may be an interest rate swap, an interest rate cap, a futures contract, a forward contract (with respect to the interest component of Rental Payments), or an option.

6. Separate Issue. There have been and will be issued no obligations that would be deemed to be (i) sold within 15 days before or after January 8, 2014 (the "Sale Date"), (ii) sold pursuant to the same plan of financing with the Lease and (iii) paid out of substantially the same source of funds as the Lease. Therefore, there are no other obligations that would be treated as part of the same issue of obligations as the Lease.

7. Use of Proceeds. On the date hereof (the "Issue Date"), the Lessor will pay the purchase price of the Equipment in the amount of \$5,425,857 (the "Lease Proceeds"). Such amount, net of certain costs of issuance, will be placed into an escrow account and held and disbursed in accordance with the terms of an Escrow Agreement dated as of the Closing Date (the "Escrow Agreement") by and among the City, Grant Capital Management, Inc., as assignee

of the Lessor and Deutsche Bank Trust Company Americas, as escrow agent. The moneys in the escrow account will be invested in accordance with the terms of the Escrow Agreement.

8. No Funds. Other than the Equipment, no money, securities, obligations, annuity contracts, residential rental property, specified private activity bonds (as defined in Section 57(a)(5)(C) of the Code) or other investment-type property is expected to be accumulated or held and pledged as security for the payment of Rental Payments due under the Lease.

9. Yield on the Lease. The "yield" on the Lease Proceeds as calculated under Section 148(h) of the Code and Treas. Reg. § 1.148-4 is not less than 3.103290%. There is no bond insurance, letter of credit or any other "qualified guarantee" securing the City's obligation under the Lease.

10. No Replacement; No Other Funds. (a) The weighted average maturity of the Lease (9.6194 years) does not exceed 120% of the average reasonably expected economic life of Equipment.

(b) The City has on hand no funds that are restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, for the purposes for which the Lease is being entered into. The Lease Proceeds will not exceed the amount necessary for the governmental purposes for which the Lease is being entered into.

(c) Other than those amounts described in this Article, the City reasonably expects that no moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property or sinking funds, pledged funds, reserve funds, funds subject to negative pledge or other funds will be accumulated or held and pledged as security by the City or any other substantial beneficiary of the Lease (within the meaning of Treas. Reg. § 1.148-1(c)(1)) for the payment of the principal of or interest on the Lease or will be available to pay, directly or indirectly, the payments required under the Lease. The City will not create or establish any sinking fund, pledged fund or similar fund or account with respect to the Lease, unless the amounts in it are invested at a yield not in excess of the yield calculated in Section (9) above or in tax-exempt investments.

11. No Excess Yield. Under the terms of the Escrow Agreement, the City does not reasonably anticipate that it will invest any of the Lease Proceeds at a yield in excess of the yield calculated in Section (9) above or in tax-exempt investments or in violation of any provisions of the Code.

12. Qualification for Three-Year Temporary Period. An amount equal to 85% of the "net sale proceeds" of the Lease will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the Commencement Date. The City has incurred or will incur within six months after the Commencement Date obligations to pay an amount equal to at least 5% of the net sale proceeds of the Lease on costs of the Equipment.

Proceeds of the Lease, including investment proceeds of the Lease, are eligible for investment without yield restriction for a period of three years after the Commencement Date under Treas. Reg. § 1.148-2(e)(2).

13. Reimbursement. The City does not intend to reimburse itself for any previously incurred expenses from the Lease Proceeds. However, if any Lease Proceeds are used to reimburse the City for expenditures incurred with respect to the Equipment in anticipation of the execution and delivery of the Lease, such reimbursement will comply with the requirements of Treas. Reg. § 1-150-2.

14. No Overburdening. The amount received by the City as proceeds of the Lease does not exceed the amount necessary for the governmental purpose of the Lease.

15. No Refunding or Refinancing. The proceeds of the Lease will not be used to provide for the payment of any principal of or interest on any obligation of the City incurred in the exercise of its borrowing power. No portion of the proceeds of the Lease will be used as a substitute for other funds which prior to the City's resolving to proceed with the execution and delivery of the Lease were used or are to be used to pay for any cost of the Equipment.

16. Private Activity Bond Limitations. (a) The City will not exceed the private use restrictions set forth in Section 141 of the Code with respect to any of the Equipment.

(b) The City covenants that it will take such action as may be advised by Bond Counsel, as hereinafter defined, so that the Private Business Use of the Facility does not exceed 10% during the term of the Lease and that the tax status of the Interest Component is otherwise preserved.

(c) The City agrees not to enter into or to permit any other entity to enter into any Service Contract with a Nongovernmental Person except in compliance with Revenue Procedure 97-13, 1997-1 C.B. 632, as modified by Revenue Procedure 2001-39, I.R.B. 2001-28. The City will not enter into any agreement for the use of the Equipment with a Nongovernmental Person without first obtaining an opinion of a nationally-recognized bond counsel that such agreement will not result in an aggregate Private Business Use of the Equipment in excess of 5%.

(d) Not more than 5% of the Lease Proceeds will be used, directly or indirectly, to make or finance loans to Nongovernmental Persons.

17. Rebate Exception. (a) Pursuant to Treas. Reg. § 1.148-7(d) the City expects to qualify for the 18 month spending exception from the rebate requirement. Specifically, the City will use proceeds of the Lease, including any investment earnings, to pay costs of the acquisition and installation of the Equipment and costs of the financing in the percentages and within the applicable period of months after the Commencement Date as indicated in the following table:

<u>Percentage of Proceeds Spent</u>	<u>Period of Time After Date of Issuance</u>
15%	Within 6 months
60%	Within 12 months
100%	Within 18 months

For purposes of the third spending period the City may retain a reasonable retainage within the meaning of Treas. Reg. § 1.148-7(d)(2). Additionally, the City may qualify for exemption from the rebate requirement under Section 148(f)(4)(B)(i) by expending all gross proceeds from the Lease for governmental purposes for which the City entered into the Lease no later than the day that is six months after the Closing Date.

(b) The City agrees to take all steps necessary to comply with the requirements of Section 148(f) of the Code, including but not limited to all reporting and rebate requirements.

18. No Federal Guaranty. The City shall not take or permit any action which would cause (a) the payment of Rental Payments due under the Lease to be guaranteed, directly or indirectly, in whole or in part by the United States or any agency or instrumentality thereof or (b) five percent or more of the proceeds of the issue to be (i) used in making loans the payment of, principal of or interest on which are guaranteed in whole or in part by the United States or any agency or instrumentality thereof or (ii) invested directly or indirectly in federally insured deposits or accounts (except as permitted under Section 149(b) of the Code or the regulations promulgated thereunder).

19. No Hedge Bonds. The City reasonably expects that 85% of the spendable proceeds of the Lease will be used to pay the costs of the Equipment within three years of the date hereof. Furthermore, not more than fifty percent of the proceeds of the Lease will be invested in Nonpurpose Investments (as such term is defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

20. No Abusive Arbitrage Device. The City has not and will not use an "abusive arbitrage device" in connection with the Lease. Any action is an "abusive arbitrage device" if the action has the effect of (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and (ii) overburdening the tax-exempt bond market. Except as otherwise provided in Treas. Reg. § 1.148-10(c), any action that is expressly permitted by Section 148 of the Code and Treas. Reg. § 1.148-1 through Treas. Reg. § 1.148-11 is not an abusive arbitrage device (e.g., investment in higher yielding investments during a permitted temporary period under Section 148(c) of the Code).

21. Information Reporting. To the best of the knowledge of the undersigned officer, the information contained in the IRS Form 8038-G attached as an Exhibit A is true and correct.

22. Recordkeeping Requirement. (a) The City will maintain the following records (or to cause them to be maintained) (collectively, the "Material Records"):

- (1) The bound bond transcript for the Lease;
- (2) Documentation evidencing the expenditure of the proceeds of the Lease;
- (3) Documentation evidencing use of the property financed by the Lease, including use by any persons or entities other than by the City for governmental purposes; and
- (4) Documentation pertaining to all investments of proceeds of the Lease, including (i) purchase price; (ii) purchase date; (iii) type of investment; (iv) accrued interest paid; (v) interest rate; (vi) principal amount; (vii) maturity date; (viii) interest payment dates; (ix) date of disposition or liquidation; and (x) receipt upon disposition or liquidation.

(b) The City's Superintendent will keep the Material Records until three years after the final maturity or prepayment of the Lease and any tax-exempt financing issued to refinance the Lease.

23. Remediation. The City covenants that the ownership and use of the Equipment will not change unless an opinion of nationally-recognized bond counsel is obtained to the effect that such change will not adversely affect the excludability of the interest component of Rental Payments from gross income under Section 103 of the Code. The City acknowledges and agrees that in order to obtain such opinion of bond counsel it may be necessary to undertake a Voluntary Closing Agreement Program with respect to any nonqualified portion of the Lease pursuant to IRS Notice 2008-31.

24. Reasonable Expectations. To the best of my knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed in this Certificate.

25. Reliance by Bond Counsel. It is understood by the City that the certifications, representations, warranties and agreements contained in this Certificate will be relied upon by McGuireWoods LLP ("Bond Counsel") for the purpose of rendering its legal opinion in connection with the execution and delivery of the Lease. Such reliance for such purposes is authorized.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned City Manager of the City signed this Non-Arbitrage Certificate and Tax Covenants, as of the Closing Date.

CITY OF PETERSBURG, VIRGINIA

By: 
William E. Johnson, III, City Manager

[Signature Page to the Non-Arbitrage Certificate]

Exhibit:

A - IRS Form 8038-G

EXHIBIT A
IRS FORM 8038-G

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
 See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Petersburg, Virginia		2 Issuer's employer identification number (EIN) 54-6001520	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Arthur E. Anderson II, Bond Counsel		3b Telephone number of other person shown on 3a 804-775-4366	
4 Number and street (or P.O. box if mail is not delivered to street address) 135 Union Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Petersburg, Virginia 23803		7 Date of Issue January 8, 2014	
8 Name of Issue Equipment Lease Purchase Agreement with Johnson Controls, Inc.		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) William E. Johnson, III, City Manager		10b Telephone number of officer or other employee shown on 10a 804-733-2301	

Part II Type of issue (enter the issue price). See the instructions and attach schedule.

	11		
11 Education			
12 Health and hospital			
13 Transportation			
14 Public safety			
15 Environment (including sewage bonds)		5,425,857	00
16 Housing			
17 Utilities			
18 Other. Describe			
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/08/2029	\$ 5,425,857.00	\$ 5,289,403.00	9.619 years	3.1033 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

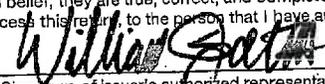
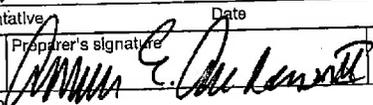
	24			22		
22 Proceeds used for accrued interest					0	00
23 Issue price of entire issue (enter amount from line 21, column (b))				23	5,425,857	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	136,454	00			
25 Proceeds used for credit enhancement	25	0	00			
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0	00			
27 Proceeds used to currently refund prior issues	27	0	00			
28 Proceeds used to advance refund prior issues	28	0	00			
29 Total (add lines 24 through 28)	29	136,454	00			
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	5,289,403	00			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	N/A	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	N/A	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		01/08/2014	William E. Johnson, III, City Manager	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Arthur E. Anderson II		01/08/2014	PTIN P01067412
	Firm's name ▶ McGuireWoods LLP	Firm's EIN ▶ 54-0505857		Phone no. 804-775-1000
	Firm's address ▶ One James Center, 901 East Cary Street, Richmond, Virginia 23219			

7196 9008 9115 5503 6782

US Postal Service®

Certified Mail™ Receipt

Domestic Mail Only
No Insurance
Coverage Provided

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees:	\$



Sent To:
Internal Revenue Service Center
Ogden, Utah 84201

PS Form 3800, January 2005

US Postal Service®

Certified Mail™ Receipt

C. Hendren 2nd Floor - Petersburg 2014 Equip. Lease

2

2. Article Number



7196 9008 9115 5503 6782

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:
Internal Revenue Service Center
Ogden, Utah 84201

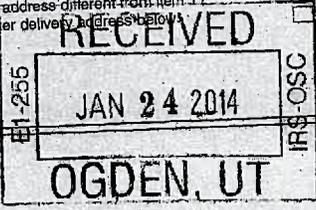
COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) _____ B. Date of Delivery _____

C. Signature _____ Agent Addressee

X

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below



PS Form 3811, January 2005

Domestic Return Receipt

C. Hendren 2nd Floor - Petersburg 2014 Equip. Lease

CERTIFICATE OF CAPITAL ONE

On January 8, 2014 (the "Closing Date"), the undersigned representative of Capital One Public Funding, LLC ("Capital One") hereby represents, certifies or covenants, in connection with the Equipment Lease Purchase Agreement dated as of January 8, 2014 (the "Lease") between the City of Petersburg, Virginia (the "City") and Johnson Controls, Inc. ("Johnson Controls"), as follows:

1. Johnson Controls assigned its interest as lessor in and to the Lease to Grant Capital Management, Inc., which in turn assigned such interest to Capital One (collectively, the "Assignments").

2. Capital One acknowledges that the City is entering into the Lease in reliance of, among other things, the certifications contained in this Certificate.

3. Capital One is capable of evaluating the merits and risks of entering into the Lease and related transactions.

4. No formal offering material has been provided to Capital One in connection with its execution and delivery of the Lease; however, the City has provided with such information concerning the operations and financial condition of the City as Capital One has requested. Capital One has had an opportunity to make inquiries of such officers, employees, agents and attorneys of the City as it considers appropriate in connection with its entering into the Lease.

5. Capital One is entering into the Lease for its account and has no present intention of reselling or disposing and will not sell or dispose of its interest in the Lease in transactions constituting a "distribution" thereof (as that term is used in the Securities Act of 1933, as amended, and the regulations of the Securities and Exchange Commission thereunder) that would require preparation of any offering material under rules and regulations of the Securities and Exchange Commission. Capital One acknowledges that the City shall not provide any continuing disclosure information on account of its execution and delivery of the Lease. Further, if Capital One sells or disposes of its interest in the Lease (i) it will be solely responsible for the compliance with all applicable federal and state securities laws and (ii) the sale or disposition shall not result in the City being required to comply with any federal or state securities laws, including without limitation any continuing disclosure obligations.

6. Capital One is either a bank, a registered investment company, an insurance company or another institution which is an "accredited investor" within the meaning of Section 2(15) of the Securities Act of 1933, as amended, and has experience and expertise in the transactions and obligations similar to those contemplated by the Lease. Capital One is duly and validly organized and operating under the laws of its jurisdiction of incorporation or organization and operation. Capital One understands fully the nature of this particular investment in the Lease and the risks associated with the investment, including the risk that no secondary market may exist with respect to the Lease. Capital One can bear the economic risk of entering into the Lease.

7. Capital One understands that the scope of engagement of McGuireWoods LLP as special counsel with respect to the Lease has been limited to matters set forth in their opinion based on their review of such proceedings and documents as they deem necessary to approve the matters set forth therein, and that they have not been engaged and have not undertaken to prepare or express an opinion as to the accuracy or completeness of any information that may have been furnished to us or relied upon by Capital One in making the decision to enter into the Lease.

8. Capital One has received the City's original counterpart to the Lease and all other documents required by Capital One in connection with Capital One's agreement to enter into the transactions contemplated by the Lease and the Assignments.

9. Capital One is acting solely for its own account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor. Capital One has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the Lease. Each of the City, its financial advisor and its placement agent shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Lease from its own financial, legal, tax and other advisors (and not from Capital One or its affiliates) to the extent that the City, its financial advisor or its placement agent desires, should or needs to obtain such advice. Capital One expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's financial advisor or placement agent, with respect to any such matters.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, Capital One has caused this Certificate to be duly executed and delivered as of the Closing Date.

CAPITAL ONE PUBLIC FUNDING, LLC

By: Catherine DeLuca
Name: CATHERINE DELUCA
Title: ASST VICE PRESIDENT

[Signature Page to Certificate of Capital One]

RECEIPT FOR PURCHASE PRICE

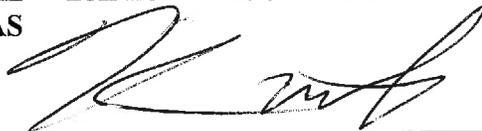
The undersigned acknowledges receipt as of January 8, 2014 (the "Closing Date"), from Johnson Controls, Inc. (the "Lessor") of the purchase price of the Equipment under the Equipment Lease Purchase Agreement dated as of January 8, 2014 (collectively, the "Lease"), between the City of Petersburg, Virginia (the "City") and the Lessor in the amount of \$5,289,403.00, which amount will be held, invested and disbursed in accordance with the Escrow Agreement dated the Closing Date, and by and among the City, Grant Capital Management, Inc., as assignee of the Lessor and the undersigned, as escrow agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned escrow agent has duly executed this Receipt for Purchase Price, as of the Closing Date.

DEUTSCHE BANK TRUST COMPANY
AMERICAS

By:



Its:

Kyshawn White
Vice President

By:



Its:

Tony Gomez
Assistant Vice President

[Signature page to Receipt for Purchase Price]



City Attorney
Brian K. Telfair

Assistant City Attorney
Danielle N. Powell

City of Petersburg

Office of the City Attorney

City Hall
135 North Union Street
Petersburg, Virginia 23803

Telephone: (804) 733-2305

TDD: (804) 733-8003

Fax: (804) 732-9212

E-mail:

btelfair@petersburg-va.org

dpowell@petersburg-va.org

January 8, 2014

Johnson Controls, Inc.
60 Loveton Circle
Sparks, MD 21142

Grant Capital Management, Inc.
8894 Stanford Boulevard, Suite 203
Columbia, MD 21045

Re: Equipment Lease Purchase Agreement dated as of January 8, 2014, between the City of Petersburg, Virginia, as lessee ("Lessee"), and Johnson Controls, Inc., as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by Lessee from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of January 8, 2014 (the "Escrow Agreement"), among Grant Capital Management, Inc., as assignee of Lessor, Lessee and Deutsche Bank Trust Company Americas, as Escrow Agent, (c) an executed counterpart of the Performance Contract dated October 28, 2013, as amended by Amendment Number One to Performance Contract dated January 8, 2014 (together, the "Energy Savings Agreement"), both between Lessee and Lessor, (d) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement, the Energy Savings Agreement and the Escrow Agreement, and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the Commonwealth of Virginia, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement, the Energy Savings Agreement and the Escrow Agreement and to perform its obligations under the agreement, the Energy Savings Agreement and the Escrow Agreement.

3. The Agreement, the Energy Savings Agreement and the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement, the Energy Savings Agreement and the Escrow Agreement are valid and binding obligations of the Lessee enforceable in accordance with their respective terms.

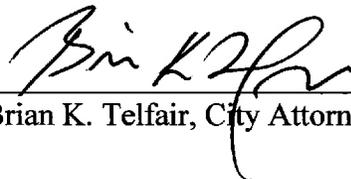
4. The authorization, approval and execution of the Agreement, the Energy Savings Agreement and the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation Va. Code Section 11-34.1 *et seq.*

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Energy Savings Agreement and the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

6. The Equipment is to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.

All capitalized terms herein will have the same meanings as in the Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,



Brian K. Telfair, City Attorney

McGUIREWOODS

January 8, 2014

City Council of the
City of Petersburg, Virginia
Petersburg, Virginia

Johnson Controls, Inc.
Glen Allen, Virginia

Grant Capital Management, Inc.
Columbia, Maryland

Capital One Public Funding, LLC
Melville, New York

City of Petersburg, Virginia
Equipment Lease Purchase Agreement with
Johnson Controls, Inc.

Ladies and Gentlemen:

We have served as special counsel to the City of Petersburg, Virginia (the "City") in connection with the Equipment Lease Purchase Agreement dated January 8, 2014, by and between Johnson Controls, Inc., as lessor (the "Lessor") and the City (the "Lease"), which Lease, among other things, provides for the lease of certain equipment more particularly described therein (the "Equipment").

In connection with this opinion, we have examined (i) the Constitution of Virginia (the "Constitution"), (ii) the applicable laws of (A) the Commonwealth of Virginia (the "Commonwealth"), including without limitation Article 3.1, Chapter 3, Title 53.1 of the Code of Virginia of 1950, as amended, and (B) the United States of America, including without limitation the Internal Revenue Code of 1986, as amended (the "Tax Code"), (iii) the Lease, and (iv) copies of proceedings and other documents relating to the Lease as we have deemed necessary to render the opinions contained herein.

As to questions of fact material to this opinion, we have relied upon (i) representations of the City, including the representations set forth in the Lease and with respect to the use of the Equipment, (ii) certifications of public officials furnished to us, and (iii) certifications and representations contained in instruments of the City delivered at closing, without undertaking to verify the same by independent investigation.

We have assumed that all signatures on documents, certificates, and instruments examined by us are genuine, all documents, certificates, and instruments submitted to us as originals are authentic, and all documents, certificates, and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates, and instruments relating to the Lease have been duly authorized, executed, and delivered by all parties to them including the City, and we have further assumed the due organization, existence, and powers of all parties other than the City. Further, we have reviewed and relied on the opinion of counsel to the City dated the date hereof as to the matters set forth therein.

Based on the foregoing, we are of the opinion that, under current law:

1. The City is a political subdivision of a state within the meaning of Section 103(c) of the Tax Code, and the obligations of the City under the Lease constitute an obligation of a political subdivision within the meaning of Section 103(c) of the Tax Code.

2. The interest component of the City's payment obligations under the Lease (the "Interest Component"), is (i) excludable from gross income for purposes of federal income taxation under Section 103 of the Tax Code and (ii) not a specific item of tax preference for purposes of the federal alternative minimum income tax imposed on individuals and corporations. The Interest Component must be included in adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes) under Section 56 of the Tax Code.

In delivering this opinion, we are (i) relying upon and assuming the accuracy of certifications and representations of representatives of the City as to facts material to the opinion, and (ii) assuming continuing compliance with the Covenants, as hereinafter defined, by the City, so that the Interest Component will remain excludable from gross income for federal income tax purposes. The Tax Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the execution of the Lease in order for the Interest Component to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, restrictions on the use, expenditure and investment of the proceeds of the Lease and the use of the Equipment, limitations on the source of the payment of and the security for the Lease, and the obligation to rebate certain excess earnings on the gross proceeds of the Lease to the United States Treasury. The tax certificate and related documents for the Lease (the "Tax Certificate") delivered at closing by the City contain covenants (the "Covenants") with which it has agreed to comply. Failure to comply with the Covenants could cause the Interest Component to become includable in gross income for federal income tax purposes retroactive to the date of execution of the Lease. In the event of noncompliance with the Covenants, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent the Interest Component from becoming includable in gross income for federal income tax purposes.

We have no responsibility to monitor compliance with the Covenants after the date of execution of the Lease.

Certain requirements and procedures contained, incorporated or referred to in the Tax Certificate, including the Covenants, may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such document. We express no opinion concerning any effect on the excludability of the Interest Component from gross income for federal income tax purposes of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than this firm.

3. Payments of the Interest Component are exempt from income taxation by the Commonwealth and any of its political subdivisions.

We express no opinion regarding (i) other Commonwealth tax consequences arising with respect to the Interest Component or (ii) any consequences arising with respect to the Interest Component under the tax laws of any state or local jurisdiction other than the Commonwealth and its political subdivisions.

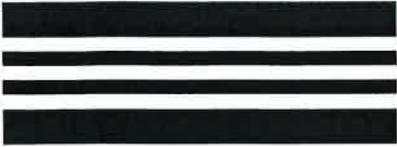
The enforceability of the obligations of the City under the Lease is subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws, now or hereafter in effect, relating to or affecting the enforcement of creditors' rights generally. The enforceability of these obligations is also subject to usual equitable principles, which may limit the specific enforcement of certain remedies, but which do not affect the validity of the obligations. Certain indemnity provisions of the Lease may be unenforceable as being beyond the power of the City to undertake such indemnification or unenforceable pursuant to court decisions invalidating such indemnity agreements on grounds of public policy. The City's obligations to pay the cost of performing its obligations under the Lease, including, without limitation, its obligations to pay all rental payments under the Lease, are also subject to and dependent upon annual appropriations being made from time to time by the City for such purpose.

Our services as special counsel to the City have been limited to rendering the foregoing opinion based on our review of such legal proceedings as we deem necessary. The foregoing opinion is in no respect an opinion as to the business or financial resources of the City or the City's ability to provide for the payment of its payment obligations under the Lease or the accuracy or completeness of any offering material or information that anyone may have relied upon in making the decision to enter into the Lease. You, your assigns and their assigns may rely on this opinion as if it were addressed to them.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

A handwritten signature in black ink that reads "McGuire Woods LLP". The signature is written in a cursive, professional style.



REGULATORY OFFICE
UCC

2014 JAN 27 A 10:57

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Janelle Jackson, 816-218-7541
B. E-MAIL CONTACT AT FILER (optional) jjackson@gilmorebell.com
C. SEND-ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Janelle Jackson Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, MO 64108 </div>

40127 3971-7

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME City of Petersburg, Virginia	OR			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 135 N. Union Street	CITY Petersburg	STATE VA	POSTAL CODE 23803	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	OR			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Capital One Public Funding, LLC	OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 275 Broadhollow Road, 4th Floor	CITY Melville	STATE NY	POSTAL CODE 11747	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Equipment and fixtures financed with proceeds of that certain Equipment Lease Purchase Agreement dated as of January 8, 2014, between Johnson Controls, Inc., as lessor, and the Debtor, as lessee, as amended from time to time, and products and proceeds thereof, as assigned to Secured Party pursuant to assignments dated January 8, 2014. The Equipment consists of energy savings improvements as set forth in that certain Performance Contract dated October 28, 2013, as amended, between Debtor and Johnson Controls, Inc., as described in "Schedule 1 - Scope of Work" attached hereto, together with all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
Commonwealth of VA

SCOPE OF WORK

SUMMARY OF WORK: The following summarizes the Work to be provided by JCI under this Agreement, as further defined below:

Table 1

BIM ID #	Business Improvement Measures (BIM) Description
BIM 1	Water Meter Improvements and Automated Meter Reading (AMR) System with Leak Detection

This Business Improvement Measure will include the following as defined by the scope of work to follow:

- Replacement of small water meters and intermediate water meters..
- Removal of the direct read register from certain large water meters. An absolute encoder register from the original water meter manufacturer will be installed in its place.
- Replacement of select large water meters.
- Installation of an Itron ChoiceConnect Automated Meter Reading (AMR) system to water meters in the distribution system.
- Installation of Itron Leak Sensors at select small and intermediate water meter locations for a leak detection system.

All Meters – Miscellaneous Scope of Work:

- JCI shall document existing meter information including end user account number, service address, existing serial number and size, and the final reading from the existing register.
- For all new meters, JCI shall document the following information: service address, serial number, meter size, initial register reading, and radio transmitter serial number.
- JCI shall document the latitude and longitude of each meter to within a three (3) meter radius using a GPS device.
- JCI shall provide and install strainers, water meters, encoder register, couplings, connectors, gaskets, stainless steel fasteners, and accessories as required.
- JCI shall provide commissioning of all meters and the AMR system.
- System performance measure for route sign-off: a minimum of 98% of the billing reads shall be obtained for all installed meters, within a route and within a 3-day read window and containing all of the billing determinants needed to generate a bill.
- Per Customer direction, the water meters to be used are manufactured by Neptune while the AMR and Leak Detection systems are manufactured by Itron.
- JCI shall be responsible for coordinating installation activities with both the end user and the Customer. JCI shall also provide digital photographs of all meter installations included in this improvement measure. The photographs shall include the final register readings on all meters immediately prior to them being retrofitted.
- JCI will provide all necessary data and support for the data integration into the Customer's existing utility billing system.
- JCI shall provide an interface to the existing billing system and shall be responsible for all new data entry included with this project into the existing billing system. The interface will be in the form of a Microsoft Excel "flat data" file. JCI shall provide and install couplings, connectors, gaskets, stainless steel fasteners, and accessories as required
- All removed meters shall become property of the Customer and will be placed in the Walnut Hill Water Tank parking lot.

Additional Warranty:

Project Warranty shall be sixty (60) days labor only from date of acceptance of each route.

BIM 1 - Water Meter Improvements and Automated Meter Reading (AMR) System Installation with Leak Detection

- A. Small and Intermediate Water Meter Improvements and AMR system with Leak Detection Installation – Active Accounts

Schedule 1

1. JCI shall remove eight-thousand one-hundred twelve (8,112*) existing 0.625" x 0.50" positive displacement water meters from service and install new 0.625" x 0.50" Neptune T-10 positive displacement water meters with synthetic polymer bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
2. JCI shall remove one-hundred twenty-eight (128*) existing 0.75" positive displacement water meters from service and install new 0.75" Neptune T-10 positive displacement water meters with high copper alloy bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
3. JCI shall remove two-thousand two-hundred forty-nine (2,249*) existing 1" positive displacement water meters from service and install new 1" Neptune T-10 positive displacement water meters with high copper alloy bottom plates and ProRead encoder registers that read in cubic feet with Itron Pit ERT®/Endpoint inline connectors.
4. JCI shall remove one-hundred ninety-seven (197*) existing 1.5" positive displacement water meters from service and install new 1.5" Neptune T-10 positive displacement water meters with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors.
5. JCI shall remove one-hundred ninety-seven (197*) existing 2" positive displacement water meters from service and install new 2" Neptune T-10 positive displacement water meters with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors.

*Quantities are based on the Data Extract provided by Customer during development.

At approximately one-sixth of these services, or not more than one-thousand eight-hundred forty-three (1,843), JCI shall also install a new Itron 100W+ ERT, and a new Itron Leak Sensor. For 1.5" and 2" services that shall receive an Itron Leak Sensor, JCI shall provide special mounting brackets. These particular 100W+ ERT units will have the integral connector for the water meter encoder register and the integral connector for Leak Sensor.

JCI shall connect the Neptune ProRead encoder register from the new water meter to the Itron 100W+ ERT and shall connect the Itron Leak Sensor to the Itron 100W+ ERT

At all remaining services that are to receive a new Neptune T-10 water meter with a ProRead encoder register, which is approximately nine-thousand sixty-nine (9,069) locations, JCI shall install a new Itron 100W+ ERT.

JCI shall be responsible for cutting, drilling, boring, or burning a 0.75" diameter hole into the meter box lid for the Itron remote antenna if said meter will not read during normal drive by activity during system commissioning.

JCI shall provide new Itron 100W+ ERT units, Itron Leak Sensors, Itron Leak Sensor mounting brackets for use on 1.5" and 2" lines, Neptune T-10 water meters with ProRead encoder registers, mounting rods for 100W+ ERT units, gaskets, and stainless steel fasteners for intermediate size water meters with flanged connections.

B. Large Water Meter Improvements and AMR System with Leak Detection Installation

1. Account Number: 7689832
Customer Name: Dunlop St. Apartments
Service Address: 222 N. Dunlop St.
Existing Meter: 3" Neptune TruFlo Compound, S/N 74094109
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) 3/4" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.
JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

2. Account Number: 5802851
Customer Name: Golden Living Center – Battlefield Park
Service Address: 250 Flank Rd
Existing Meter: 3" Neptune TruFlo Compound, S/N 31857551
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
3. Account Number: 7694896
Customer Name: New Transit Bus station
Service Address: 100 W. Washington St
Existing Meter: 3" Neptune TruFlo Compound, S/N 70213554
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
4. Account Number: 7690622
Customer Name: Addison Apartments
Service Address: 6 Willow Way
Existing Meter: 4" Neptune TruFlo Compound, S/N 70198225
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
5. Account Number: Unknown
Customer Name: Bleachtech
Service Address: 2020 Bessemer Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 45869942
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.
6. Account Number: 2010700
Customer Name: Brenco
Service Address: Frontage Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 70057383
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in

Schedule 1

cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

7. Account Number: 3417210
Customer Name: Gillhaven Manor
Service Address: 500 Farmer St
Existing Meter: 4" Neptune TruFlo Compound, S/N 70198229
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

8. Account Number: 2085000
Customer Name: Industrial Galvanized
Service Address: 3535 Halifax Rd
Existing Meter: 4" Neptune TruFlo Compound, S/N 70049888
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

9. Account Number: 2004000
Customer Name: Pepsi Distributor
Service Address: 1501 W. Washington St
Existing Meter: 4" Neptune TruFlo Compound, S/N 45889914
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

10. Account Number: Unknown
Customer Name: Pin Oaks Estates
Service Address: 2530 Pin Oak St.
Existing Meter: 4" Neptune TruFlo Compound; S/N 70197094
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

11. Account Number: 2004450
Customer Name: PreCon
Service Address: 220 S. Perry St
Existing Meter: 4" Rockwell W-1000 Turbine, S/N Unknown
Scope of Work: JCI shall remove the existing meter from service and burn one (1) ¾" hole into the existing meter vault lid. JCI shall install a new 4" Neptune HP Turbine water meter with ProRead encoder register that reads in cubic feet and Itron ERT®/Endpoint inline connector. JCI shall connect the new meter register to one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and shall connect one (1) Itron TTL antenna to the Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) 4" Neptune HP Turbine water meter with ProRead encoder register and Itron ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, and one (1) Itron TTL antenna along with all fittings, flanges, couplers, gaskets, and stainless steel fasteners.

12. Account Number: 7698089
Customer Name: 14 Apartments
Service Address: 319 Brown St
Existing Meter: 6" Neptune TruFlo Compound, S/N 70252901
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

13. Account Number: 7675689
Customer Name: Boars Head
Service Address: 1950 Industry Pl
Existing Meter: 6" Neptune TruFlo Compound, S/N 31978830
Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

14. Account Number: Unknown
Customer Name: Fort Haynes
Service Address: Fort Haynes Ct
Existing Meter: 6" Neptune TruFlo T-8 Compound, S/N 31964196
Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into the existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) 6" Neptune TruFlo Compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron TTL antennas along with all fittings, flanges, couplers, gaskets, and stainless steel fasteners.

15. Account Number: Unknown
Customer Name: Fort Lee
Service Address:
Existing Meter: 6" Neptune TruFlo Compound, S/N 31964196

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Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

16. Account Number: Unknown

Customer Name: Fort Lee

Service Address:

Existing Meter: 6" Neptune TruFlo Compound, S/N 60305461

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

17. Account Number: 2090000

Customer Name: New Millennium Studios

Service Address: 1 Millennium Dr

Existing Meter: 6" Neptune TruFlo Compound, S/N 70027721

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

18. Account Number: 2005910

Customer Name: Prince George

Service Address: Flank Rd & Johnson Rd

Existing Meter: 6" Neptune TruFlo Compound, S/N 30786308

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

19. Account Number: 7690599

Customer Name: Southside Regional Hospital

Service Address: 200 Medical Park Blvd

Existing Meter: 6" Neptune TruFlo Compound, S/N 60305375

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

Schedule 1

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

20. Account Number: 7677588

Customer Name: Sports Complex

Service Address:

Existing Meter: 6" Neptune TruFlo T-8 Compound, S/N 31964194

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect the new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) 6" Neptune TruFlo Compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

21. Account Number: 7692147

Customer Name: Vision Systems of Virginia

Service Address: 1015 Commerce St

Existing Meter: 6" Neptune TruFlo Compound, S/N 31958823

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) Neptune 6" compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

22. Account Number: Unknown

Customer Name: Wastewater Treatment Plant

Service Address:

Existing Meter: 6" Neptune TruFlo Compound, S/N 31964157

Scope of Work: JCI shall remove the existing meter from service and burn two (2) ¾" holes into existing meter vault lid. JCI shall install a new 6" Neptune TruFlo Compound water meter with ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect the new meter to two (2) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide one (1) Neptune 6" compound water meter with ProRead encoder registers and Itron Pit ERT®/Endpoint inline connectors, two (2) Itron 100W+ ERT endpoints, and two (2) Itron through-the-lid antennas along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

23. Account Number: 2010850

Customer Name: B.I. Chemical

Service Address: 2975 Frontage Rd

Existing Meter: 10" Sensus W-5500 Turbine, S/N Unknown

Scope of Work: JCI shall burn one (1) ¾" hole into the existing meter vault lid. JCI shall connect the existing Sensus ICE-Opto encoder register to one (1) Itron Pit ERT®/Endpoint inline connector using a manufacturer approved splicing kit. JCI shall connect one (1) Itron 100W+ ERT with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to the 100W+ ERT.

JCI shall provide one (1) Itron Pit ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, one (1) Itron TTL antenna, and one (1) manufacturer approved splicing kit.

24. Account Number: 7693791

Customer Name: Harrison Creek Apartments

Service Address: 1200 Harrison Creek Blvd

Existing Meter: 8x2" Neptune Protectus II with T-10, S/N 70218204

Scope of Work: JCI shall remove existing direct read registers from service and burn two (2) 3/4" holes into existing meter vault lid. JCI shall install two (2) new Neptune ProRead encoder registers that read in cubic feet and have Itron Pit ERT®/Endpoint inline connectors. JCI shall connect each new meter register to one (1) Itron 100W+ Pit ERT endpoint with twenty-five feet (25') of cable and connect one (1) Itron TTL antenna to each Itron 100W+ Pit ERT endpoint.

JCI shall provide two (2) Neptune ProRead encoder registers with Itron Pit ERT®/Endpoint inline connectors, two (2) 100W+ Pit ERT endpoints, and two (2) Itron TTL antennas.

For all accounts listed above, JCI shall mount the 100W+ ERT on top of a sturdy rod of suitable diameter (i.e., steel rebar, PVC pipe, fiberglass rod, etc...). JCI shall provide mounting rods for 100W+ ERT units and gaskets.

C. New Meter Installations with AMR System and Leak Detection Installation

1. Account Number: 7694896

Customer Name: New Transit Bus station

Service Address: 100 W. Washington St

Existing Meter:

Scope of Work: JCI shall replumb existing 2" tap before main meter to accommodate a new 2" Neptune T-10 water meter (17" lay length) and burn one (1) 3/4" hole into the existing meter vault lid. JCI shall install one (1) new 2" Neptune T-10 water meter with a ProRead encoder register that reads in cubic feet and an Itron Pit ERT®/Endpoint inline connector. JCI shall connect the new meter to one (1) Itron 100W+ ERT endpoint with 25' of cable and connect one (1) Itron TTL antenna to the 100W+ ERT.

JCI shall provide one (1) 2" Neptune T-10 water meter with ProRead encoder register and Itron Pit ERT®/Endpoint inline connector, one (1) Itron 100W+ ERT endpoint, and one (1) Itron TTL antenna along with all necessary fittings, flanges, couplers, gaskets, and stainless steel fasteners.

D. AMR System Installation

JCI shall provide and install an Itron ChoiceConnect Mobile Reading AMR system. JCI shall provide the following items:

- One (2) CF-53 Toughbook Laptop with Power Adapter and MC Software
- One (2) Itron Mobile Collector 3 (MC3) RF Unit
- One (1) MCLite Mobile Collector Lite
- One (2) Itron FC300 SRead Radio with Imager, GPS, and Bluetooth
- One (2) Itron FC300 single dock with power supply and power cable
- One (1) Itron MVRS Software License for between 10,001 and 25,000 Endpoints Serviced
- MVRS Software Implementation
- Utility Billing System Interface Development
- Customer support and Itron ChoiceConnect mobile AMR system maintenance for one (1) year
- Itron Analytics Software Install, Set-up & Training

E. Leak Detection System Installation

In order to reduce real water losses, JCI will install an automated leak detection system (manufactured by Itron) throughout the Customer service area as described in the business improvement measures above. The leak system will interface with the water meter Itron AMR system for remote monitoring and alarming.

Schedule 1

JCI shall provide a minimum of one (1) day of onsite training in the installation and operation of the automated leak detection hardware and software. JCI shall also provide the services of an experienced field engineer on a quarterly basis in Year 1 to analyze the results of the leak detection system, provide quality assurance in collecting data, and to provide advance training as needed.

JCI shall provide the following:

- Provide and install up to one-thousand eight-hundred forty-three (1,843) Itron Leak Sensors
- Provide and install Leak Sensor Mounting Brackets for 1.5" and 2" pipes as necessary
- Provide one (1) Itron Complete Digital Leak Detector (DLD) System that shall consist of a DLD Audio Processor, DLD Ground Listening Stick Assembly, DLD Accelerometer, DLD Audio Processor Bag, DLD Equipment Case, DLD Accessories Kit, and DLD Sennheiser Headphones
- Provide one (1) Itron ZCorr noise correlating logger kit with four (4) ZCorr noise correlating loggers, ZCorr Docking Station, ZCorr Set Up Kit, and ZCorr data cable.
- Provide mlogonline hosting services for up to two-thousand three-hundred thirty-six (2,336) Itron Leak Sensors for one (1) year.
- Itron Project Services – Leak Sensor
- Itron Water Loss Management Training (one day)
- One (1) year of annual maintenance for the ZCorr 3 Logger System and for the Complete Digital Leak Detector system.

F. Change Order Process:

- JCI shall present to Customer (for review and approval) all additional and/or unforeseen work scope items and related pricing. JCI shall not proceed with any work until scoping/pricing has been approved by Customer.

CITY OF PETERSBURG, VA

Signature:

William E. Johnson

Printed Name:

William E. Johnson

Title:

City Manager

Date:

10/28/13

JOHNSON CONTROLS, INC.

Signature:

Douglas T. Engel

Printed Name:

Douglas T. Engel

Title:

Regional VP+GM

Date:

11/5/13

UCC FINANCING STATEMENT

NAME & PHONE OF CONTACT Janelle Janelle Jackson Gilmore & Bell, P.C. jjackson@gilmorebell.com 816-218-7541
SEND ACKNOWLEDGMENT TO: Janelle Janelle Jackson Gilmore & Bell, P.C. jjackson@gilmorebell.com

Filing # - 140000420511
 Filed - 1/9/2014 12:52:38 PM
 Wisconsin Department of Financial Institutions

Debtor's Exact Full Legal Name

OR	Organization's Name Johnson Controls, Inc.				
	Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)		Suffix
Mailing Address 60 Loveton Circle		City Sparks	State MD	Postal Code 21152	Country UNITED STATES

Secured Party's Name (or name of Total Assignee or Assignor S/P)

OR	Organization's Name Grant Capital Management, Inc.				
	Individual's Surname	First Personal Name	Additional Name(s)/Initial(s)		Suffix
Mailing Address 8894 Stanford Blvd., Suite 203		City Columbia	State MD	Postal Code 21045	Country UNITED STATES

This financing statement covers the following collateral:

General intangibles, investment property, accounts, chattel paper and equipment covered by that certain Assignment and Assumption dated January 8, 2014, from Debtor to Secured Party, as the same may be amended from time to time, and products and proceeds thereof. Said Assignment and Assumption relates to that certain Equipment Lease Purchase Agreement dated as of January 8, 2014, between Debtor, as lessor, and the City of Petersburg, Virginia, as lessee.

Alternative Designation:

Not Applicable

Financing Statement Relates To:

Not Applicable

Optional Filer Reference Data:

Not filled in.

Miscellaneous:

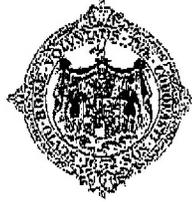
Not filled in.

Collateral is:

No Designation

Form Type:

UCC Financing Statement



Date: 02/11/2014

GILMORE & BELL PC
ATTN: JANELLE JACKSON
2405 GRAND BLVD., SUITE 1100
KANSAS CITY MO 64108

This letter is to confirm acceptance of the following filing:

FILE NUMBER : 0000000181492525
TYPE OF REQUEST : ORIG FIN STMT
DATE FILED : 02/07/2014
TIME FILED : 04:16 PM
BASE FEE : \$25.00
EXPEDITED FEE : \$50.00
ACKNOWLEDGEMENT : 1000362006004123
CUSTOMER ID : 0003040541
WORK ORDER NUMBER : 0004257121

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

UCC Division
Baltimore Metro Area (410) 767-1459
Outside Metro Area (888)246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395
Toll free in Maryland (888)246-5941
MRS (Maryland Relay Service) (800)735-2258 TT/Voice- Fax (410)333-7097
Website: www.dat.state.md.us

0008727238

UACCPY

DEBTOR ADDRESS: GRANT CAPITAL MANAGEMENT, INC.
8894 STANFORD BLVD., SUITE 203
COLUMBIA MD 21045

SECURED PTY ADDRESS: CAPITAL ONE PUBLIC FUNDING, LLC
275 BROADHOLLOW ROAD, 4TH FLOOR
MELVILLE NY 11747

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Janelle Jackson, 816-218-7541

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Janelle Jackson
 Gilmore & Bell, P.C.
 2405 Grand Blvd., Suite 1100
 Kansas City, MO 64108

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Grant Capital Management, Inc.					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 8894 Stanford Blvd., Suite 203		CITY Columbia	STATE MD	POSTAL CODE 21045	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION MD	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Capital One Public Funding, LLC					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 275 Broadhollow Road, 4th Floor		CITY Melville	STATE NY	POSTAL CODE 11747	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

General intangibles, investment property, accounts, chattel paper and equipment covered by that certain Assignment dated January 8, 2014, from Debtor to Secured Party, as the same may be amended from time to time, and products and proceeds thereof. Said Assignment relates to that certain Equipment Lease Purchase Agreement dated as of January 8, 2014, between Johnson Controls, Inc., as lessor, and the City of Petersburg, Virginia, as lessee.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] (ADDITIONAL FEE)			<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA MD Secretary of State						

NOTICE OF ASSIGNMENT AND ASSUMPTION

January 8, 2014

City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

Re: Equipment Lease Purchase Agreement dated as of January 8, 2014 (the "Agreement"), between the City of Petersburg, Virginia, as lessee ("Lessee"), and Johnson Controls, Inc., as lessor ("Lessor")

Ladies and Gentlemen:

Please be advised that the undersigned Lessor has assigned all of its right, title and interest in, to and under the Agreement, the Equipment leased thereunder, and the right to receive Rental Payments thereunder and the payment of the Purchase Price thereunder (the "Assigned Interests") to Grant Capital Management, Inc., a Maryland corporation ("Assignee"), whose mailing address is 8894 Stanford Blvd., Suite 203, Columbia, MD 21045, and whose tax identification number is 52-2237351, and that Assignee has assumed the transfer of the Assigned Interests including without limitation any and all of Lessor's obligations arising solely under the Agreement.

All Rental Payments and payment of the Purchase Price due under the Agreement should be made to the Assignee at the address below or as otherwise instructed by Assignee:

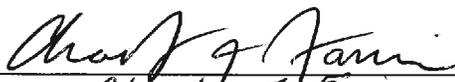
Grant Capital Management, Inc.
8894 Stanford Blvd.
Suite 203
Columbia, MD 21045

As of the date of such assignment and assumption, you hereby release Lessor from any and all of Lessor's obligations arising solely under the Agreement.

Please acknowledge your receipt of this notice, your release in full of Lessor from any and all of Lessor's obligations arising solely under the Agreement, and your agreement to make payments due under the Agreement to Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address set forth below.

Sincerely,

JOHNSON CONTROLS, INC.
LESSOR

By: 
Name: Charles F. Farnva
Title: Regional G.M.
Address: 60 Loveton Circle
Sparks, MD 21152

ACKNOWLEDGED AND AGREED TO:

CITY OF PETERSBURG, VIRGINIA
LESSEE

By: _____
Name: William E. Johnson, III
Title: City Manager

NOTICE OF ASSIGNMENT AND ASSUMPTION

January 8, 2014

City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

Re: Equipment Lease Purchase Agreement dated as of January 8, 2014 (the "Agreement"), between the City of Petersburg, Virginia, as lessee ("Lessee"), and Johnson Controls, Inc., as lessor ("Lessor")

Ladies and Gentlemen:

Please be advised that the undersigned Lessor has assigned all of its right, title and interest in, to and under the Agreement, the Equipment leased thereunder, and the right to receive Rental Payments thereunder and the payment of the Purchase Price thereunder (the "Assigned Interests") to Grant Capital Management, Inc., a Maryland corporation ("Assignee"), whose mailing address is 8894 Stanford Blvd., Suite 203, Columbia, MD 21045, and whose tax identification number is 52-2237351, and that Assignee has assumed the transfer of the Assigned Interests including without limitation any and all of Lessor's obligations arising solely under the Agreement.

All Rental Payments and payment of the Purchase Price due under the Agreement should be made to the Assignee at the address below or as otherwise instructed by Assignee:

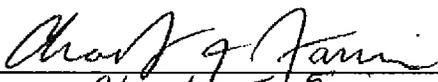
Grant Capital Management, Inc.
8894 Stanford Blvd.
Suite 203
Columbia, MD 21045

As of the date of such assignment and assumption, you hereby release Lessor from any and all of Lessor's obligations arising solely under the Agreement.

Please acknowledge your receipt of this notice, your release in full of Lessor from any and all of Lessor's obligations arising solely under the Agreement, and your agreement to make payments due under the Agreement to Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address set forth below.

Sincerely,

JOHNSON CONTROLS, INC.
LESSOR

By: 
Name: Charles F. Farniva
Title: Regional G.M.
Address: 60 Loveton Circle
Sparks, MD 21152

ACKNOWLEDGED AND AGREED TO:

CITY OF PETERSBURG, VIRGINIA
LESSEE

By: 
Name: William E. Johnson, III
Title: City Manager

NOTICE OF ASSIGNMENT

January 8, 2014

City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

Re: Equipment Lease Purchase Agreement dated as of January 8, 2014 (the "Agreement"), between the City of Petersburg, Virginia, as lessee ("Lessee"), and Johnson Controls, Inc., as lessor, as assigned to Grant Capital Management, Inc. ("Lessor")

Ladies and Gentlemen:

Please be advised that the undersigned Lessor has assigned all of its right, title and interest in, to and under the Agreement, the Equipment leased thereunder, and the right to receive Rental Payments thereunder and the payment of the Purchase Price thereunder to Capital One Public Funding, LLC, a New York limited liability company ("Assignee"), whose mailing address is 275 Broadhollow Road, 4th Floor, Melville, NY 11747, and whose tax identification number is 11-2209667.

All Rental Payments and payment of the Purchase Price due under the Agreement should be made to the Assignee at the address below or as otherwise instructed by Assignee:

CAPITAL ONE PUBLIC FUNDING, LLC
275 BROADHOLLOW ROAD, 4TH FLOOR
MELVILLE, NY 11747

Lessor is acting solely for its own loan account and not as a fiduciary for Lessee or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor. Lessor has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of Lessee (including to any financial advisor or any placement agent engaged by Lessee) with respect to this Agreement. Each of Lessee, its financial advisor and its placement agent shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to this Agreement from its own financial, legal, tax and other advisors (and not from Lessor or its affiliates) to the extent that Lessee, its financial advisor or its placement agent desires, should or needs to obtain such advice. Lessor expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to Lessee's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to Lessee's financial advisor or placement agent, with respect to any such matters.

Please acknowledge your receipt of this notice and your agreement to make payments due under the Agreement to Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address set forth below.

Sincerely,

GRANT CAPITAL MANAGEMENT, INC.
LESSOR

ACKNOWLEDGED AND AGREED TO:
CITY OF PETERSBURG, VIRGINIA
LESSEE

By: 
Name: William E. Johnson, III
Title: City Manager

By: _____
Name: _____
Title: _____
Address: 8894 Stanford Boulevard, Suite 203
Columbia, MD 21045

NOTICE OF ASSIGNMENT

January 8, 2014

City of Petersburg, Virginia
135 N. Union Street
Petersburg, VA 23803

Re: Equipment Lease Purchase Agreement dated as of January 8, 2014 (the "Agreement"), between the City of Petersburg, Virginia, as lessee ("Lessee"), and Johnson Controls, Inc., as lessor, as assigned to Grant Capital Management, Inc. ("Lessor")

Ladies and Gentlemen:

Please be advised that the undersigned Lessor has assigned all of its right, title and interest in, to and under the Agreement, the Equipment leased thereunder, and the right to receive Rental Payments thereunder and the payment of the Purchase Price thereunder to Capital One Public Funding, LLC, a New York limited liability company ("Assignee"), whose mailing address is 275 Broadhollow Road, 4th Floor, Melville, NY 11747, and whose tax identification number is 11-2209667.

All Rental Payments and payment of the Purchase Price due under the Agreement should be made to the Assignee at the address below or as otherwise instructed by Assignee:

CAPITAL ONE PUBLIC FUNDING, LLC
275 BROADHOLLOW ROAD, 4TH FLOOR
MELVILLE, NY 11747

Lessor is acting solely for its own loan account and not as a fiduciary for Lessee or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor. Lessor has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of Lessee (including to any financial advisor or any placement agent engaged by Lessee) with respect to this Agreement. Each of Lessee, its financial advisor and its placement agent shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to this Agreement from its own financial, legal, tax and other advisors (and not from Lessor or its affiliates) to the extent that Lessee, its financial advisor or its placement agent desires, should or needs to obtain such advice. Lessor expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to Lessee's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to Lessee's financial advisor or placement agent, with respect to any such matters.

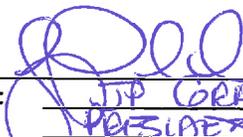
Please acknowledge your receipt of this notice and your agreement to make payments due under the Agreement to Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address set forth below.

Sincerely,

GRANT CAPITAL MANAGEMENT, INC.
LESSOR

ACKNOWLEDGED AND AGREED TO:
CITY OF PETERSBURG, VIRGINIA
LESSEE

By: _____
Name: William E. Johnson, III
Title: City Manager

By:  _____
Name: J.P. GRAPPO
Title: PRESIDENT
Address: 8894 Stanford Boulevard, Suite 203
Columbia, MD 21045

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption, dated January 8, 2014 (this "Assignment"), is hereby given by Johnson Controls, Inc. ("Assignor") to GRANT CAPITAL MANAGEMENT, INC. ("Assignee"), whose mailing address is 8894 Stanford Blvd., Suite 203, Columbia, MD 21045.

RECITALS:

1. Assignor has entered into that certain EQUIPMENT LEASE PURCHASE AGREEMENT dated as of January 8, 2014 (the "Agreement"), with the CITY OF PETERSBURG ("Lessee"), pursuant to which the equipment more particularly described therein (the "Equipment") is being leased with an option to purchase to Lessee under the terms stated in the Agreement.

2. Assignor desires to sell, assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Agreement and the Equipment upon the terms and conditions stated below.

3. Assignee desires to purchase, assume and acquire from Assignor all of Assignor's right, title and interest in, to and under the Agreement and the Equipment upon the terms and conditions stated below.

4. Assignor and Lessee have also entered into that Performance Contract dated as of October 28, 2013 (the "Performance Contract") pursuant to which Assignor will be installing the Equipment and providing various performance measurement and verification services with respect to the savings and project benefits to be achieved.

NOW, THEREFORE, in consideration of the premises, the representations, warranties and covenants contained herein, Assignee's promise to pay the Purchase Price as set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

A. Assignor hereby sells, transfers, delivers and assigns to Assignee, without recourse, all of its right, title and interest in, to and under the Agreement, including all rights, duties and obligations thereunder, together with all amendments, agreements, documents and writings relating thereto, and the Equipment (collectively, the "Assigned Interests"), including without limitation the right to receive any and all payments from Lessee arising from or relating to the Agreement, whether in the form of rents, indemnifications, damages or otherwise.

B. Assignee hereby (a) promises to pay to Assignor the purchase price for the Assigned Interests in the amount of \$5,289,403 (the "Purchase Price") on January 8, 2014, which amount shall be deposited with an escrow agent for the purpose of purchasing the Equipment as provided in the Agreement and the related escrow agreement, and (b) assumes all of the Assigned Interests, including without limitation any and all of Assignor's obligations to Lessee with respect to the Assigned Interests, provided, for the sake of clarification, Assignor is not assigning, and Assignee is not assuming, any of Assignor's rights, duties or obligations arising under or relating to (i) the Performance Contract (other than the Agreement, which is attached as Exhibit A to the Performance Contract), (ii) any other agreement or document to which Assignor is a party or (iii) any other relationship between Assignor and Lessee.

C. Assignor has advised Lessee of this Assignment and has authorized and directed Lessee, in writing, to pay to Assignee, all payments due or to become due under the Agreement from and after the date of this Assignment by forwarding such payments to the address set

forth above, a copy of which authorization and direction, acknowledged by Lessee, has been furnished to Assignee.

D. Assignor hereby represents and warrants to and with Assignee that:

(i) The Agreement and the Equipment are free and clear of all claims, liens, security interests, encumbrances of any kind or character except the rights of Lessee under the Agreement and the Performance Contract, and except as contemplated in the Agreement and the Performance Contract. Lessee has asserted no claims or defenses against Assignor relating to the Agreement or the Equipment. The Agreement and the Equipment are free of all claims, liens, security interests and encumbrances arising through any act or omission of Assignor.

(ii) Assignor has complied with and performed all obligations of Lessor under the Agreement and all related documents and instruments as of the date hereof.

(iii) The Agreement delivered to Assignee herewith is an original and, other than the Performance Contract, constitutes the entire writing, obligation and agreement between Assignor and the Lessee respecting the Equipment and the lease thereof and the payment therefor by Lessee.

E. Assignor will indemnify, defend and hold Assignee harmless from and against all claims, losses, costs and expenses arising from or growing out of a misrepresentation or breach of warranty by Assignor in this Assignment.

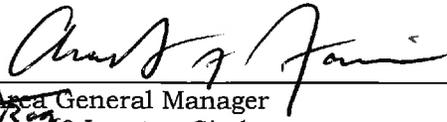
F. Assignor from time to time, at the request of the Assignee, shall execute and deliver such further acknowledgments, agreements and instruments of assignment, transfer and assurance, including bills of sale for the Equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof and to more perfectly confirm the rights, titles and interests hereby assigned and transferred to Assignee.

G. This Assignment shall be binding on Assignor, and will inure to the benefit of Assignee.

H. This Assignment will be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date first above written.

JOHNSON CONTROLS, INC.

By 
Title: ~~Area~~ General Manager
Address: ~~70~~ 60 Loveton Circle
Sparks, MD 21152

GRANT CAPITAL MANAGEMENT, INC.

By _____
Title: President
Address: 8894 Stanford Blvd., Suite 203
Columbia, MD 21045

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the date first above written.

JOHNSON CONTROLS, INC.

By _____
Title: Area General Manager
Address: 60 Loveton Circle
Sparks, MD 21152

GRANT CAPITAL MANAGEMENT, INC.

By  _____
Title: President
Address: 8894 Stanford Blvd., Suite 203
Columbia, MD 21045

ASSIGNMENT

This Assignment, dated January 8, 2014, is hereby given by Grant Capital Management, Inc. ("Assignee") as assignee of Johnson Controls, Inc. ("Assignor"), to Capital One Public Funding, LLC ("Assignee"), whose mailing address is 275 Broadhollow Road, 4th Floor, Melville, NY 11747.

RECITALS:

1. Johnson Controls, Inc. (the "Original Lessor") has entered into that certain EQUIPMENT LEASE PURCHASE AGREEMENT dated as of January 8, 2014 (the "Agreement"), with the CITY OF PETERSBURG, VIRGINIA ("Lessee"), pursuant to which the equipment more particularly described therein (the "Equipment") is being leased with an option to purchase to Lessee under the terms stated in the Agreement.

2. The Original Lessor has sold, assigned and transferred to Assignor all of its right, title and interest in, to and under the Agreement and the Equipment.

3. Assignor desires to sell, assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Agreement and the Equipment upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, transfers, delivers and assigns to Assignee, its successors and assigns, without recourse (except as otherwise set forth herein), the following items:

- (A) all of its right, title and interest in, to and under the Agreement, together with all amendments, agreements, documents and writings relating thereto, and the Equipment, including without limitation the right to receive any and all payments from Lessee arising from or relating to the Agreement, whether in the form of rents, indemnifications, damages or otherwise; and
- (B) all of its right, title and interest in, to and under (1) any Escrow Agreement under which a bank acts as escrow agent with respect to an escrow fund for the Equipment and (2) any escrow fund held under that Escrow Agreement.

Assignor is not assigning any of its obligations to Lessee under the foregoing to Assignee and Assignee shall not be deemed to have assumed any of those obligations by virtue of this Assignment. Assignor irrevocably constitutes and appoints Assignee and any present or future officer or agent of Assignee, or the successors or assigns of Assignee, as its lawful attorney with full power of substitution and re-substitution, and in the name of Assignor or otherwise, to collect and to sue in any court for payments due or to become due under the Agreement, or any part thereof, or for any payments related to the Agreement due or to become due thereunder, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Agreement upon such terms as Assignee in its discretion may deem to be in its best interest, all without notice to or assent of Assignor, and, further, to take possession and to endorse in the name of Assignor any instrument for the payment of money received on account of the payments due under the Agreement.

Assignor has authorized and directed Lessee, in writing, to pay to Assignee, its successors and assigns, all payments due or to become due under the Agreement from and after the date of this Assignment by forwarding such payments to the address set forth above,

a copy of which authorization and direction, acknowledged by Lessee, has been furnished to Assignee.

Assignor hereby represents, warrants and covenants to and with Assignee that:

(a) The Original Lessor has represented and warranted that the Agreement and the Equipment are free and clear of all claims, liens, security interests, encumbrances of any kind or character except the rights of Lessee under the Agreement and except as contemplated in the Agreement. Lessee has asserted no claims or defenses against Assignor relating to the Agreement or the Equipment. The Agreement and the Equipment are and shall remain free of all claims (including any defenses or offset rights claimed by Lessee), liens, security interests and encumbrances arising through any act or omission of Assignor.

(b) The Original Lessor has represented and warranted that it has complied with and performed all obligations of Lessor under the Agreement and all related documents and instruments.

(c) The Original Lessor has represented and warranted that the Agreement delivered to Assignee herewith is an original and constitutes the entire writing, obligation and agreement between Original Lessor and Lessee respecting the Equipment and the lease thereof and the payment therefor by Lessee.

(d) The representations and warranties referred to above inure to the benefit of Assignee.

Assignor will indemnify, defend and hold Assignee harmless from and against all claims (including any defenses or offset rights claimed by Lessee), losses, costs and expenses arising from or growing out of a misrepresentation by Assignor in this Assignment or the failure of Assignor to keep or perform any of its covenants or agreements contained in this Assignment.

Assignor from time to time, at the request of the Assignee, shall execute and deliver such further acknowledgments, agreements and instruments of assignment, transfer and assurance, including bills of sale for the Equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof and to more perfectly confirm the rights, titles and interests hereby assigned and transferred to Assignee.

This Assignment (including without limitation all representations, warranties and covenants) shall be binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns (including without limitation any subsequent assignees of any right, title or interest assigned hereby).

This Assignment will be governed by the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

GRANT CAPITAL MANAGEMENT, INC.

By 
Title: President
Address: 8894 Stanford Blvd., Suite 203
Columbia, MD 21045