



CITY OF PETERSBURG

PURCHASING OFFICE

CITY HALL ANNEX, 103 W. TABB STREET

PETERSBURG, VIRGINIA 23803

(804) 733-2345 FAX (804) 733-2434

www.petersburgva.gov

CONTRACT AWARD

CONTRACT TITLE: System-Wide Performance Contracting Water Meter Improvement Program

CONTRACT NUMBER: 13-0012 RFP NO: P13-0012

CONTRACT PERIOD: October 28, 2013 – June 30, 2014

RENEWALS: Option to renew for twenty (20) - one (1) year terms beginning July 1, 2014

CONTRACTOR: Johnson Controls, Inc.
Attn: Whitley Blake, Account Executive
Whitley.b.blake@jci.com
4232 Park Place Court
Glen Allen, VA 23060

Telephone: 804-931-7996 Fax: 804-270-1364

DELIVERY: As specified

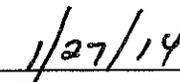
TERMS: Net 30

FOB: Destination

PRICE(S): Per attached contract #13-0012

DEPARTMENT: Public Works Department
Project Manager: Steven Hicks, Director


Tangelia Annis, Purchasing Agent


Date



CITY OF PETERSBURG
GOODS AND SERVICES CONTRACT (Modification)

This Contract, dated this 08th day of January 2014 (the "Commencement Date") between the City of Petersburg, Virginia (the "City") and Johnson Controls, Inc. (the "Contractor"), is binding among and between these parties as the date of the City's final signature.

WHEREAS, on October 28, 2013, the City and Johnson Controls, Inc., entered into Contract No. 13-0012 (the "Contract"), for System-Wide Performance Contracting Water Meter Improvement Program, and

WHEREAS, the parties deem it to be to their mutual benefits to modify the aforementioned contract;

NOW, THEREFORE,

WITNESSETH:

That for and in consideration of the mutual benefits to be derived by the City and Johnson Controls, Inc., Contract No. 13-0012 is hereby modified as follows:

- 1. The Original term of this agreement commenced on October 28, 2013 and will terminate on the last day of the City's fiscal year. This agreement may be continued, solely at the option of the City, at the end of the Original Term or any Renewal Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Term has been completed, the City will be deemed to have exercised its option to renew this Agreement for the next Renewal Term unless the City has terminated this Agreement.

In further consideration of the premises, the City and the Vendor covenant and agree each with the other that Contract No 13-0012, between the parties, except as modified herein, shall be and remain in full force and effect and shall be binding upon the City and Contractors Signature.

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 of accountancy for the other counterparts, be deemed an original thereof.

For the CONTRACTOR:

By: [Signature] 1/16/14
(Signature in ink) Date

Charles F. Farina - RGM - JCI
(Typed Name)

By: _____
(Signature in ink) Date

For the CITY:

By: [Signature] 1/22/14
Williams E. Johnson, III Date
City Manager

By: [Signature] 1/21/14
Tangela Innis Date
Purchasing Agent

Approved as to form:

[Signature] 1/21/14
Brian K. Telfair Date
City Attorney



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CONTRACT AWARD

CONTRACT TITLE: System-Wide Performance Contracting Water Meter Improvement Program

CONTRACT NUMBER: 13-0012 RFP NO: P13-0012

CONTRACT PERIOD: October 28, 2013 - October 27, 2014

RENEWALS: Option to renew for twenty (20) - one (1) year terms

CONTRACTOR: Johnson Controls, Inc.
Attn: Whitley Blake, Account Executive
Whitley.b.blake@jci.com
4232 Park Place Court
Glen Allen, VA 23060

Telephone: 804-931-7996 Fax: 804-270-1364

DELIVERY: As specified

TERMS: Net 30

FOB: Destination

PRICE(S): Per attached contract #13-0012

DEPARTMENT: Public Works Department
Project Manager: Steven Hicks, Director


Tangela Innis, Purchasing Agent


Date



**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.

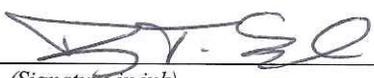
THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

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. Eysel 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 Inhis
Purchasing Agent

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

APPROVED AS TO FORM:

 11/28/13
(Signature in ink) Date
Brian K. Telfair
City Attorney

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: Douglas T. Eysel

Printed Name: Douglas T. Eysel

Title: Regional VP + GM

Date: 11/5/13

SCOPE OF WORK

4 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

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

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.

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 to 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 ME 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 ME 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	ARBY'S 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	PEPSICOLA	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 FERNDALE 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 PROPRTI	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

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

Schedule 2A

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	Winnger 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.

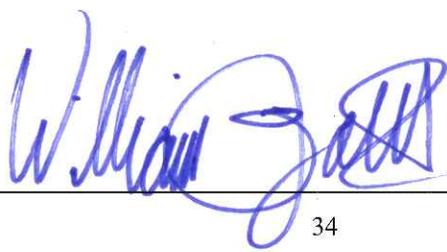
2. Non-Measured Leak Detection System Benefits

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		Effective	Water Capacity	Rate1	Min	Rate2	Min	Rate3	Min
Service	Rate Code	Type	Desc	Frequency	Date	Fee	ccf	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	9999 9999 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	9999 9999 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

- 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 of 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.

- 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.

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

Signature: *Douglas T. Engel*
 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: 10/28/2013

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature: D. T. Engel

Printed Name: Douglas T. Engel

Title: Regional VP + GM

Date: 11/5/13



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: _____



CITY OF PETERSBURG
PURCHASING OFFICE CONTRACT AMENDMENT NO. 1
CONTRACT MODIFICATION

THIS CONTRACT MODIFICATION entered into this day, December 3, 2014, by and between the CITY OF PETERSBURG, hereinafter referred to as the "City," and Johnson Controls, Inc., hereafter referred to as the "Vendor."

WHEREAS, on October 13, 2013, the City and Johnson Controls, Inc. entered into Contract No. 13-0012 (the "Contract"), for System-Wide Performance Contracting and Water Meter Improvement Program and

WHEREAS, the parties deem it to be to their mutual benefits to modify the aforementioned contract;

NOW, THEREFORE,

WITNESSETH:

That for and in consideration of the mutual benefits to be derived by the City and Johnson Controls, Inc. Contract No. 13-0012 is hereby modified as follows:

- 1. The contractor shall furnish and install eight hundred (800) additional meters and tie them into the ITron AMR System being installed.
2. The total calendar/work days increase from 270 to 510. The new completion date shall be March 30, 2015.

In further consideration of the premises, the City and the Vendor covenant and agree each with the other that Contract No. 13-0012, between the parties, except as modified herein, shall be and remain in full force and effect and shall be binding upon the City and Contractors Signature.

IN TESTIMONY WHEREOF, the City and the Contractor have executed this instrument as of the respective dates written below:

JOHNSON CONTROLS, INC.

CITY OF PETERSBURG, VA:

By: [Signature] 1/29/15
(Signature in ink) Date
Allison M. Dunn
(Typed name)

By: [Signature] 5/15/15
Tangela Inyis Date
Purchasing Agent
(Typed name)

Attest: _____
(Signature in ink)

[Signature] 5/19/15
William E. Johnson, III Date
City Manager

APPROVED AS TO FORM:
[Signature] 5/18/15
Brian K. Telfair Date
City Attorney

CONSTRUCTION CHANGE ORDER
 CITY OF PETERSBURG, VA. 23803
 DIVISION OF GENERAL SERVICES
 PURCHASING OFFICE

CONSTRUCTION CHANGE ORDER
 NO. 1 DATE 11-4-14

PROJECT: City of Petersburg AMR & ITron
Control System
 CONTRACT NO. 13-0012 CONTRACT DELIVERY
 ORDER NO. _____
 CONSULTANT'S JOB NO. _____

TO: Johnson Controls, Inc., Contractor
2315 Commerce Ctr. Dr., Suite D
Rockville, Virginia 23146

You are authorized to make the following changes to subject contract:

Furnish and install eight hundred (800) additional water meters and tie them into the ITron AMR System being installed. Attached list includes 800 addresses and breakdown regarding exact sizes of meters.

Attachments: 800 addresses and meter size/quantity breakdown

SUMMARY:	
Original Contract Total	\$ <u>4,898,403.00</u>
Additions to Date-Amount Change order Nos.	<u>- 0 -</u>
Deductions to Date-Amount Change Order Nos.	<u>- 0 -</u>
Total to Date	<u>4,989,403.00</u>
Increase/ XXXXXXXX this Change Order #1	<u>300,000.00</u>
New Contract Price	<u>5,289,403.00</u>

Increase/ XXXXXXXX Contract Time	<u>270</u>
Total Calendar/Work Days	<u>510</u>
New Completion Date	<u>3/30/15</u>

FUNDS CERTIFIED BY FINANCE FOR INCREASE ONLY:

Dist.: White - Vendor
 Yellow - Finance
 Pink - Dept.
 Goldenrod - Purchasing

VC 11/21/14

CONTRACTOR APPROVAL:

Firm: Johnson Controls
 BY: [Signature] 6 NOV 14
 Signature Date

CONSULTANT APPROVAL:

Firm: N/A
 BY: _____
 Signature Date

RECOMMENDED:

[Signature] 11/4/14
 Project Coordinator Date

APPROVED:

[Signature] 11/21/14
 Purchasing Agent Date

APPROVED AND AUTHORIZED:

[Signature] 11/24/14
 City Manager Date



CITY OF PETERSBURG
DEPARTMENT OF PUBLIC WORKS
DIVISION OF PUBLIC UTILITIES
424 ST ANDREWS ST , PETERSBURG, VIRGINIA 23803
PHONE (804) 733-2407 FAX (804) 732-8892

November 4, 2014

To: Tangela Innis, Purchasing Agent
Through: Steven W. Hicks, Director of Public Works *[Signature]*
From: Gary A. DuVal, General Manager – Utilities Division *[Signature]*
Re: City of Petersburg AMR & ITron Control System
City Contract # 13-0012 ; Change Order # 1

Ms. Innis,

Approval is recommended for the Attached Change Order # 1 to allow for the addition of eight hundred water meters to the original contract to account for the inactive accounts as stated in the agreement. The original Contract pricing established \$400 per meter installed. This was negotiated down to \$375 per meter installed due to the quantity addition.

The Total Calendar / Work Days are extended to allow time for this Change Order to be approved and for the Contractor, JCI, to proceed with production of these new meters. In addition to this, the original funding for this project was substantially delayed. The actual installation of the new meters did not start until early April, 2014 while it was anticipated much earlier with the actual award issued October 28, 2013.

Your approval is appreciated.

Attachment: Change Order # 1; with list of eight hundred addresses and list of quantity / size for eight hundred new water meters



Attachment 2

CHANGE ORDER

Performance Contract dated October 17, 2013 between Johnson Controls, Inc. and CITY OF PETERSBURG, VA	Change Order No. 001	Date (mo/day/yr) 10/1/2014
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:		
Furnish and install up to Eight Hundred (800) additional residential water meters and tie them into the ITron AMR system being installed. The City shall provide a list of locations for installation of these additional water meters.		
Total amount of this Change Order	\$	\$300,000.00
Total Performance Contract amount as revised by this Change Order	\$	\$5,289,403.00
The time for completion is: <input checked="" type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr) March, 30 2015	
[check if applicable] Assured Performance Guarantee changed as follows:		
No change		
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: William E. Johnson, III	Printed Name: ALLISON M. DUNN	
Title: City Manager	Title: AREA GENERAL MANAGER	

400710-1212

						Meter	
Service	Route	Meter	Address	Date	Note	Size	Field/Note
1024700	10	315	1 S SYCAMORE	05/14/2014	Vacant	1"	
1025002	10	0	17 S SYCAMORE	05/14/2014	Vacant	1"	
1025703	10	7777777777	31 S SYCAMORE	05/13/2014	Vacant	1"	
1036802	10	553	134 E WYTHE ST	05/21/2014	Vacant	1"	
1134804	11	0	606 S SYCAMORE	05/22/2014	Vacant	1"	
1119802	11	573	600 LOGAN ST	05/20/2014	Vacant	1"	
1221501	12	570	19 N SYCAMORE	05/23/2014	Vacant	1"	
1221100	12	998	15 N SYCAMORE	05/23/2014	Vacant	1"	
1220301	12	0	7 N SYCAMORE(UP)	05/23/2014	Vacant	1"	
1223402	12	0	122 N SYCAMORE	05/24/2014	Vacant	1"	
1224001	12	977	126 N SYCAMORE	05/24/2014	Vacant	1"	
1228000	12	0	254 N SYCAMORE-IRRIGATION	05/28/2014	Vacant	1"	
1228600	12	0	309 N SYCAMORE	05/28/2014	Vacant	1"	
1226300	12	0	229 N SYCAMORE (UP)		Vacant	1"	
1209553	12	7777777777	0 COCKADE ALLEY	05/24/2014	Vacant	1"	
1218010	12	966	9 RIVER ST	05/24/2014	Vacant	1"	
1203312	12	405	262 E BANK ST	05/24/2014	Vacant	1"	
1203903	12	0	319 E BANK ST	05/24/2014	Vacant	1"	
1210600	12	7777777777	109 FRANKLIN ST	05/23/2014	Vacant	1"	
1304200	13	102	852 E BANK ST	05/27/2014	Vacant	1"	
1304305	13	304	855 E BANK ST (DN)	05/27/2014	Vacant	1"	
1342503	13	251	610 E WASHINGTON	05/28/2014	Vacant	1"	
1312701	13	52085728	712 CAMERON ST	05/28/2014	Vacant	1"	
1485000	14	167	318 E WYTHE ST	05/28/2014	Vacant	1"	
1446506	14	616	315 E WYTHE ST	05/28/2014	Vacant	1"	
1436106	14	607	1102 SIXTH ST	6/3/2014	Vacant	1"	
1435206	14	12011224	1044 SIXTH ST	6/4/2014	Vacant	1"	
1435900	14	52630316	1059 SIXTH ST	6/4/2014	Vacant	1"	
1436004	14	152	1061 SIXTH ST	6/4/2014	Vacant	1"	
1417106	14	664	1016 EIGHTH ST	6/5/2014	Vacant	1"	
5799020	57D	40674984	3830 CORPORATE RD	9/9/2014	Vacant	1.5"	
5798181	57D	4205601	3335 S CRATER RD	9/7/2014	Vacant	1.5"	
6003500	6	7777777777	545 JAMES RD	05/13/2014	Vacant	1.5"	
6002800	6	48040478	2306 DUPUY RD	05/13/2014	Vacant	1.5"	
6005200	6	19267492	10 HICKORY CT	05/13/2014	Vacant	1.5"	
6004600	6	16126277	609 DAKAR DR	05/13/2014	Vacant	1.5"	
7233100	72	341	24 N MARKET ST	09/24/2014	Vacant	1.5"	
7232900	72	708	10 N MARKET ST	09/24/2014	Vacant	1.5"	
7240150	72	60677483	109 W WASHINGTON	10/01/2014	Vacant	1.5"	
7300802	73	556	23 W BANK ST	10/01/2014	Vacant	1.5"	
7302420	73	625	308 CANAL ST	10/01/2014	Vacant	1.5"	

7322105	73	7777777777	721 GROVE AVE	10/01/2014	Vacant	1.5"
1231304	12	4	320 E WASHINGTON (D)	05/23/2014	Vacant	2"
1221001	12	589	14 N SYCAMORE	05/23/2014	Vacant	2"
1218702	12	60827676	136 RIVER ST	08/07/2014	Large Meter	2"
1224210	12	633	132 N SYCAMORE		Large Meter	2"
1214001	12	640	10 N JEFFERSON ST	05/23/2014	Vacant	2"
1303900	13	7777777777	851 E BANK ST	05/27/2014	Vacant	5/8"
1303002	13	968	825 E BANK ST	05/27/2014	Vacant	5/8"
1302504	13	975	801 E BANK ST	05/27/2014	Vacant	5/8"
1344500	13	2	723 E WYTHE ST	05/28/2014	CNF	5/8"
1334504	13	933	203 N OLD CHURCH	05/27/2014	Vacant	5/8"
1329104	13	599	818 MILLER ST	05/27/2014	Vacant	5/8"
1330506	13	576	846 MILLER ST	05/27/2014	Vacant	5/8"
1344607	13	866	724 E WYTHE ST	05/28/2014	No Meter	5/8"
1331304	13	857	858 MILLER ST	05/27/2014	Vacant	5/8"
1325009	13	769	311 IRVING ST	05/27/2014	Vacant	5/8"
1329500	13	366	829 MILLER ST	05/27/2014	Vacant	5/8"
1308203	13	947	838 BOLLINGBROOK	05/27/2014	Vacant	5/8"
1335200	13	0	304 N OLD CHURCH	05/27/2014	Vacant	5/8"
1335105	13	944	302 N OLD CHURCH	05/27/2014	Vacant	5/8"
1327603	13	45	711 MILLER ST	05/27/2014	Vacant	5/8"
1302205	13	359	727 E BANK ST	05/28/2014	Vacant	5/8"
1339300	13	0	128 S OLD CHURCH	05/28/2014	Vacant	5/8"
1307303	13	185	724 BOLLINGBROOK	05/28/2014	Vacant	5/8"
1306501	13	197	713 BOLLINGBROOK	05/28/2014	Vacant	5/8"
1315302	13	0	10 S CRATER RD	05/28/2014	Vacant	5/8"
1341501	13	58	613 TAYLOR ST	05/28/2014	Vacant	5/8"
1341003	13	224	547 TAYLOR ST	05/28/2014	Vacant	5/8"
1313000	13	18044318	715 CAMERON ST	05/28/2014	Vacant	5/8"
1305901	13	0	139 BLANK ALLEY	05/28/2014	Vacant	5/8"
1305800	13	0	129 BLANK ALLEY	05/28/2014	Vacant	5/8"
1312302	13	45978226	705 CAMERON ST	05/28/2014	CNF	5/8"
1315202	13	0	6 S CRATER RD	05/28/2014	Vacant	5/8"
1338905	13	85407793	123 S OLD CHURCH	05/26/2014	CNF	5/8"
1345407	13	18087657	835 E WYTHE ST	05/26/2014	Vacant	5/8"
1345908	13	92557243	841 E WYTHE ST	05/26/2014	Vacant	5/8"
1312101	13	214	28 S BURCH ST	05/26/2014	Vacant	5/8"
1322600	13	12022058	24 S FOLEY ST	05/27/2014	Vacant	5/8"
1442011	14	0	201 TERRACE AVE	05/29/2014	Vacant	5/8"
1442032	14	85	201 TERRACE AVE	05/29/2014	Vacant	5/8"
1409100	14	496	103 CENTER ST	06/03/2014	Vacant	5/8"
1410200	14	601	125 CENTER ST	06/03/2014	Vacant	5/8"

1408702	14	75736562	931 CAMERON ST	06/03/2014	Vacant	5/8"
1408904	14	254	933 CAMERON ST	06/03/2014	Vacant	5/8"
1422205	14	257	113 MCKEEVER ST	05/28/2014	Vacant	5/8"
1408606	14	777777777	928 CAMERON ST	06/03/2014	Vacant	5/8"
1408408	14	15	926 CAMERON ST	06/03/2014	Vacant	5/8"
1430803	14	543	923 PRIAM ST	06/03/2014	Vacant	5/8"
1430708	14	855	921 PRIAM ST	06/03/2014	Vacant	5/8"
1422409	14	308	119 MCKEEVER ST	05/28/2014	Vacant	5/8"
1431604	14	667	941 PRIAM ST	06/03/2014	Vacant	5/8"
1431201	14	18351779	934 PRIAM ST	06/03/2014	Vacant	5/8"
1431002	14	4457040	932 PRIAM ST	06/03/2014	Vacant	5/8"
1422507	14	339	121 MCKEEVER ST	05/28/2014	Vacant	5/8"
1430304	14	80168356	915 PRIAM ST	06/03/2014	Vacant	5/8"
1430200	14	891	913 PRIAM ST	06/03/2014	Vacant	5/8"
1444605	14	84127679	929 WILLS RD	06/03/2014	Vacant	5/8"
1444308	14	241	917 WILLS RD	06/03/2014	Vacant	5/8"
1422600	14	892	123 MCKEEVER ST	05/28/2014	Vacant	5/8"
1422705	14	138	125 MCKEEVER ST	05/28/2014	Vacant	5/8"
1450706	14	74769985	1018 OLD WYTHE ST	06/03/2014	Vacant	5/8"
1451104	14	80168456	1039 OLD WYTHE ST	06/03/2014	Vacant	5/8"
1423107	14	1	131 MCKEEVER ST	05/28/2014	Vacant	5/8"
1429951	14	42921160	105 N PATRICK ST	06/03/2014	Vacant	5/8"
1423405	14	282	137 MCKEEVER ST	05/28/2014	Vacant	5/8"
1437805	14	48782966	1107 SIXTH ST	06/03/2014	Vacant	5/8"
1425203	14	557	176 MCKEEVER ST (A)	05/28/2014	Vacant	5/8"
1417805	14	555	1056 EIGHTH ST	06/04/2014	Vacant	5/8"
1417753	14	926	1049 EIGHTH ST	06/04/2014	Vacant	5/8"
1417200	14	325	1017 EIGHTH ST	06/04/2014	Vacant	5/8"
1423800	14	178	150 MCKEEVER ST		Vacant	5/8"
1429008	14	897	1048 NOTTOWAY ST	06/05/2014	Vacant	5/8"
1423603	14	770	146 MCKEEVER ST		Vacant	5/8"
1423504	14	267	142 MCKEEVER ST		Vacant	5/8"
1429832	14	119	1011 AMELIA (B) ST	06/05/2014	Vacant	5/8"
1440901	14	283	138 TERRACE AVE	05/29/2014	Vacant	5/8"
1441704	14	146	150 TERRACE AVE		Vacant	5/8"
1441902	14	97	154 TERRACE AVE (FRONT)		Vacant	5/8"
1427200	14	777777777	536 MINGEA ST	05/28/2014	Vacant	5/8"
1427901	14	639	555 MINGEA ST	05/28/2014	Vacant	5/8"
1427804	14	367	553 MINGEA ST	05/28/2014	Vacant	5/8"
1617206	16	777777777	2323 RICHMOND AVE	07/21/2014	Vacant	5/8"
1616002	16	768	2211 RICHMOND AVE	07/21/2014	Vacant	5/8"
1612102	16	322	2015 RICHMOND AVE	07/21/2014	Vacant	5/8"

1623702	16	2	2020 N WHITEHILL	07/21/2014	Vacant	5/8"
1627204	16	948	2225 N WHITEHILL	07/21/2014	Vacant	5/8"
1625201	16	78485938	2119 N WHITEHILL	07/21/2014	Vacant	5/8"
1630802	16	75736230	2123 S WHITEHILL	07/22/2014	Vacant	5/8"
1619001	16	9	2016 E WASHINGTON	07/22/2014	Vacant	5/8"
1622404	16	959	2334 E WASHINGTON (B)	07/22/2014	Vacant	5/8"
1622503	16	319	2334 E WASHINGTON (C)	07/22/2014	Vacant	5/8"
1607106	16	349	48 MONUMENT AVE	06/17/2014	Vacant	5/8"
1606104	16	959	207 MECKLENBURG ST	07/22/2014	Vacant	5/8"
1606401	16	754	215 MECKLENBURG ST	07/22/2014	Vacant	5/8"
1620700	16	93218297	2219 E WASHINGTON	07/22/2014	Vacant	5/8"
1620601	16	28235510	2217 E WASHINGTON	07/22/2014	Vacant	5/8"
1610200	16	88579653	227 NANSEMOND ST	07/22/2014	Vacant	5/8"
1619802	16	769	2101 E WASHINGTON	07/22/2014	Vacant	5/8"
1619402	16	179	2027 E WASHINGTON	07/22/2014	Vacant	5/8"
1617562	16	16	1515 E WASHINGTON	07/22/2014	Vacant	5/8"
1617470	16	232	1607 E WASHINGTON	07/22/2014	Vacant	5/8"
1617311	16	390	1945 PUDDLEDOK RD (B)	07/22/2014	Vacant	5/8"
1617342	16	578	2056 PUDDLEDOK RD	07/23/2014	Vacant	5/8"
1617306	16	373	2060 PUDDLEDOK RD	07/23/2014	Vacant	5/8"
1617350	16	93370688	2064 WHEELERS LN	07/23/2014	CNF	5/8"
1605604	16	87836873	1603 LOUISA DR	07/19/2014	Vacant	5/8"
1603560	16	181	0 GIBBONS AVE	07/19/2014	Vacant	5/8"
1600300	16	85407881	1608 CARRINGTON ST	07/19/2014	Vacant	5/8"
1602501	16	37133997	44 GIBBONS AVE	07/19/2014	Vacant	5/8"
1618204	16	174	1928 E WASHINGTON	07/19/2014	Vacant	5/8"
1605404	16	438	117 HENRICO ST	07/19/2014	Vacant	5/8"
1601208	16	92172073	103 COURTHOUSE ST	07/19/2014	Vacant	5/8"
3003800	30	329	3 JARRATT CT (3A)	07/23/2014	Vacant	5/8"
3003700	30	133	3 JARRATT CT (3B)	07/23/2014	Vacant	5/8"
3003600	30	134	3 JARRATT CT (3C)	07/23/2014	Vacant	5/8"
3003500	30	77777777	3 JARRATT CT (3D)	07/23/2014	Vacant	5/8"
3003400	30	322	13 JARRATT CT	07/23/2014	Vacant	5/8"
3002800	30	35518951	19 JARRATT CT	07/23/2014	Vacant	5/8"
3000900	30	349	14 KENNEDY CT	07/23/2014	Vacant	5/8"
3000300	30	30683307	20 KENNEDY CT	07/23/2014	Vacant	5/8"
3139400	31	193	133 HARRISON ST	07/24/2014	Vacant	5/8"
3136304	31	89845830	705 HARDING ST	07/23/2014	No Meter	5/8"
3142705	31	82	223 KENTUCKY AVE	07/23/2014	Vacant	5/8"
3142102	31	74005233	207 KENTUCKY AVE	07/23/2014	Vacant	5/8"
3141305	31	29	126 KENTUCKY AVE	07/23/2014	Vacant	5/8"
3142007	31	178	204 KENTUCKY AVE	07/23/2014	Vacant	5/8"

3142804	31	641	226 KENTUCKY AVE	07/23/2014	Vacant	5/8"
3142900	31	917	228 KENTUCKY AVE	07/23/2014	Vacant	5/8"
3143000	31	7777777777	232 KENTUCKY AVE	07/23/2014	Vacant	5/8"
3143100	31	433	236 KENTUCKY AVE	07/23/2014	Vacant	5/8"
3152101	31	91625238	128 SOUTH AVE	07/24/2014	Vacant	5/8"
3137403	31	572	723 HARDING ST	07/26/2014	Vacant	5/8"
3137600	31	7777777777	726 HARDING ST	07/24/2014	Vacant	5/8"
3137303	31	134	722 HARDING ST	07/24/2014	Vacant	5/8"
3151401	31	709	124 SOUTH AVE	07/24/2014	Vacant	5/8"
3136804	31	190	712 HARDING ST	07/24/2014	Vacant	5/8"
3136601	31	541	710 HARDING ST	07/24/2014	Vacant	5/8"
3135404	31	323	626 HARDING ST	07/24/2014	Vacant	5/8"
3135305	31	355	624 HARDING ST	07/24/2014	Vacant	5/8"
3134800	31	562	614 HARDING ST	07/24/2014	Vacant	5/8"
3134403	31	528	558 HARDING ST	07/24/2014	Vacant	5/8"
3134307	31	281	556 HARDING ST	07/24/2014	Vacant	5/8"
3151200	31	629	108 SOUTH AVE	07/24/2014	Vacant	5/8"
3134003	31	941	542 HARDING ST	07/24/2014	Vacant	5/8"
3133907	31	160	538 HARDING ST	07/24/2014	Vacant	5/8"
3133700	31	90033633	532 HARDING ST	07/24/2014	Vacant	5/8"
3132707	31	163	510 HARDING ST	07/24/2014	Vacant	5/8"
3131708	31	144	448 HARDING ST	07/24/2014	Vacant	5/8"
3131613	31	541	446 HARDING ST	07/24/2014	Vacant	5/8"
3131602	31	307	446 HARDING ST	07/24/2014	Vacant	5/8"
3130400	31	7777777777	430 HARDING ST	07/24/2014	Vacant	5/8"
3129901	31	195	424 HARDING ST	07/24/2014	Vacant	5/8"
3129707	31	186	422 HARDING ST	07/24/2014	Vacant	5/8"
3129605	31	709	420 HARDING ST	07/24/2014	Vacant	5/8"
3129408	31	7777777777	418 HARDING ST	07/24/2014	Vacant	5/8"
3140200	31	934	203 HARRISON ST	07/24/2014	Vacant	5/8"
3108004	31	865	15 W WYTHE ST	07/25/2014	Vacant	5/8"
3107800	31	240	7 W WYTHE ST	07/25/2014	Vacant	5/8"
3107830	31	519	0 WYTHE & UNION	07/25/2014	Vacant	5/8"
3110100	31	204	101 HALIFAX ST	07/25/2014	City Installed	5/8" bad curb stop
3110201	31	7777777777	103 HALIFAX ST (UP)	07/25/2014	Vacant	5/8"
3110392	31	818	105 HALIFAX ST	07/25/2014	Vacant	5/8"
3110401	31	11	107 HALIFAX ST	07/25/2014	Vacant	5/8"
3110701	31	51	113 HALIFAX ST APT A	07/25/2014	Vacant	5/8"
3110905	31	24	116 HALIFAX ST	07/25/2014	Vacant	5/8"
3140301	31	931	219 HARRISON ST	07/24/2014	Vacant	5/8"
3111001	31	194	117 HALIFAX ST	07/25/2014	Vacant	5/8"
3111100	31	380	121 HALIFAX ST	07/25/2014	Vacant	5/8"

3111206	31	77042263	122 HALIFAX ST	07/25/2014	Vacant	5/8"
3111400	31	416	127 HALIFAX ST	07/25/2014	Vacant	5/8"
3111601	31	116	131 HALIFAX ST	07/25/2014	Vacant	5/8"
3112000	31	77777777	139 HALIFAX ST	07/25/2014	Vacant	5/8"
3112100	31	903	143 HALIFAX ST(D)	07/25/2014	Vacant	5/8"
3112501	31	106	149 HALIFAX ST	07/25/2014	Vacant	5/8"
3112801	31	232	156 HALIFAX ST	07/25/2014	Vacant	5/8"
3140401	31	213	223 HARRISON ST	07/24/2014	Vacant	5/8"
3113301	31	77777777	209 HALIFAX ST	07/25/2014	Vacant	5/8"
3113200	31	876	208 HALIFAX ST	07/25/2014	Vacant	5/8"
3152500	31	34709558	29 S UNION ST	07/23/2014	Vacant	5/8"
3117500	31	90916622	415 HALIFAX ST	07/25/2014	CNF	5/8"
3119707	31	148	505 HALIFAX ST	07/25/2014	Vacant	5/8"
3120702	31	77042140	521 HALIFAX ST	07/25/2014	Vacant	5/8"
3125701	31	936	725 HALIFAX ST	07/25/2014	Vacant	5/8"
3126008	31	563	735 HALIFAX ST	07/25/2014	Vacant	5/8"
3126401	31	89	739 HALIFAX ST	07/25/2014	Vacant	5/8"
3127102	31	348	803 HALIFAX ST	07/25/2014	Vacant	5/8"
3127800	31	186	815 HALIFAX ST	07/25/2014	Vacant	5/8"
3144503	31	420	102 LIBERTY (A) ST	07/24/2014	Vacant	5/8"
3128501	31	690	831 HALIFAX ST	07/25/2014	Vacant	5/8"
3128401	31	930	826 HALIFAX ST	07/25/2014	Vacant	5/8"
3128301	31	183	824 HALIFAX ST	07/25/2014	Vacant	5/8"
3127402	31	982	808 HALIFAX ST	07/25/2014	Vacant	5/8"
3127211	31	236	802 HALIFAX ST	07/25/2014	Vacant	5/8"
3126102	31	734	736 HALIFAX ST	07/25/2014	Vacant	5/8"
3125500	31	22	722 HALIFAX ST	07/25/2014	Vacant	5/8"
3125300	31	991	720 HALIFAX ST	07/25/2014	Vacant	5/8"
3125200	31	77777777	718 HALIFAX ST	07/25/2014	Vacant	5/8"
3124504	31	890	710 HALIFAX ST	07/25/2014	Vacant	5/8"
3123500	31	264	612 HALIFAX ST	07/25/2014	Vacant	5/8"
3123002	31	770	554 HALIFAX ST	07/25/2014	Vacant	5/8"
3121400	31	222	540 HALIFAX ST	07/25/2014	Vacant	5/8"
3233051	32	76	222 SHORE ST	07/25/2014	Vacant	5/8"
3234005	32	630	243 SHORE ST	07/25/2014	Vacant	5/8"
3234104	32	77777777	245 SHORE ST	07/25/2014	Vacant	5/8"
3232715	32	117	206 SHORE ST	07/25/2014	Vacant	5/8"
3237601	32	317	604 SHORE ST	07/25/2014	Vacant	5/8"
3234702	32	929	320 SHORE ST	07/25/2014	Vacant	5/8"
3237302	32	77777777	530 SHORE ST	07/25/2014	Vacant	5/8"
3209900	32	205	431 HARRISON ST	07/26/2014	Vacant	5/8"
3237101	32	151	526 SHORE ST	07/25/2014	Vacant	5/8"

3236802	32	502	524 SHORE ST	07/25/2014	Vacant	5/8"
3236322	32	114	518 SHORE ST	07/25/2014	Vacant	5/8"
3235601	32	697	408 SHORE ST	07/25/2014	Vacant	5/8"
3235000	32	135	332 SHORE ST	07/25/2014	Vacant	5/8"
3210200	32	777777777	437 HARRISON ST (B)	07/26/2014	Vacant	5/8"
3234408	32	581	322 SHORE ST	07/25/2014	Vacant	5/8"
3234901	32	18313415	331 SHORE ST	07/25/2014	Vacant	5/8"
3235405	32	683	405 SHORE ST	07/25/2014	Vacant	5/8"
3241104	32	952	741 WILSON ST	07/25/2014	Vacant	5/8"
3240301	32	285	731 WILSON ST	07/25/2014	Vacant	5/8"
3240107	32	288	729 WILSON ST	07/25/2014	Vacant	5/8"
3239513	32	975	721 WILSON ST	07/25/2014	Vacant	5/8"
3210304	32	93	437 HARRISON ST (A)	07/26/2014	Vacant	5/8"
3239508	32	776	717 WILSON ST	07/25/2014	Vacant	5/8"
3240104	32	93828360	716 WILSON ST	07/25/2014	Vacant	5/8"
3239006	32	19	720 WILSON ST	07/25/2014	Vacant	5/8"
3240409	32	486	732 WILSON ST	07/26/2014	Vacant	5/8"
3240210	32	444	730 WILSON ST(B)*DO NOT USE	07/26/2014	Vacant	5/8"
3240504	32	961	734 WILSON ST	07/26/2014	Vacant	5/8"
3240704	32	976	736 WILSON ST	07/26/2014	Vacant	5/8"
3240901	32	777777777	738 WILSON ST	07/26/2014	Vacant	5/8"
3241407	32	227	742 WILSON ST	07/26/2014	Vacant	5/8"
3241204	32	300	744 WILSON ST	07/26/2014	Vacant	5/8"
3200504	32	117	721 BLICK ST	07/26/2014	Vacant	5/8"
3200102	32	328	715 BLICK ST	07/26/2014	Vacant	5/8"
3236602	32	371	519 SHORE ST	07/26/2014	Vacant	5/8"
3211004	32	94	450 HARRISON ST	07/26/2014	Vacant	5/8"
3237005	32	90483352	527 SHORE ST	07/26/2014	Vacant	5/8"
3237203	32	46984767	529 SHORE ST	07/25/2014	Vacant	5/8"
3236700	32	777777777	523 SHORE ST	07/25/2014	Vacant	5/8"
3221901	32	70	516 MISTLETOE ST	07/26/2014	Vacant	5/8"
3221400	32	239	507 MISTLETOE ST (UP)	07/26/2014	Vacant	5/8"
3221705	32	292	509 MISTLETOE ST	07/26/2014	Vacant	5/8"
3203701	32	240	41 DARCY ST	07/26/2014	Vacant	5/8"
3220800	32	262	423 MISTLETOE ST	07/26/2014	Vacant	5/8"
3220402	32	41669190	415 MISTLETOE ST	07/26/2014	Vacant	5/8"
3220100	32	268	409 MISTLETOE ST	07/26/2014	Vacant	5/8"
3207401	32	383	632 GRESSETT ST	07/26/2014	Vacant	5/8"
3219800	32	19	354 MISTLETOE ST	07/26/2014	Vacant	5/8"
3211401	32	149	454 HARRISON ST	07/26/2014	Vacant	5/8"
3220506	32	588	416 MISTLETOE ST	07/26/2014	Vacant	5/8"
3220700	32	89077989	420 MISTLETOE ST	07/26/2014	Vacant	5/8"

3219609	32	350	340 MISTLETOE ST	07/26/2014	Vacant	5/8"
3218900	32	89103848	324 MISTLETOE ST	07/26/2014	Vacant	5/8"
3218502	32	92616014	316 MISTLETOE ST	07/26/2014	Vacant	5/8"
3218200	32	232	310 MISTLETOE ST	07/26/2014	Vacant	5/8"
3218002	32	456	308 MISTLETOE ST	07/26/2014	Vacant	5/8"
3217707	32	512	305 MISTLETOE ST	07/26/2014	Vacant	5/8"
3217804	32	502	307 MISTLETOE ST	07/26/2014	Vacant	5/8"
3219200	32	256	333 MISTLETOE ST	07/26/2014	Vacant	5/8"
3206902	32	82446130	627 GRESSETT ST	07/26/2014	Vacant	5/8"
3207304	32	95	630 GRESSETT ST (A)	07/26/2014		5/8"
3207207	32	764	630 GRESSETT ST (B)	07/26/2014	Vacant	5/8"
3206603	32	736	623 GRESSETT ST	07/26/2014	Vacant	5/8"
3206702	32	663	624 GRESSETT ST	07/26/2014	Vacant	5/8"
3206400	32	162	617 GRESSETT ST	07/26/2014	Vacant	5/8"
3205904	32	113	606 GRESSETT ST	07/26/2014	Vacant	5/8"
3205911	32	747	606 GRESSETT ST	07/26/2014	Vacant	5/8"
3205603	32	63	601 GRESSETT ST	07/26/2014	Vacant	5/8"
3227502	32	626	419 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3227004	32	439	413 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3226702	32	142	405 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3225709	32	373	325 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3225808	32	709	327 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3205506	32	733	554 GRESSETT ST	07/26/2014	Vacant	5/8"
3205306	32	581	552 GRESSETT ST	07/26/2014	Vacant	5/8"
3205100	32	777777777	548 GRESSETT ST	07/26/2014	Vacant	5/8"
3211702	32	818	501 HARRISON ST (A)	07/26/2014	Vacant	5/8"
3204905	32	197	546 GRESSETT ST	07/26/2014	Vacant	5/8"
3204808	32	727	544 GRESSETT ST	07/26/2014	Vacant	5/8"
3204706	32	986	542 GRESSETT ST	07/26/2014	Vacant	5/8"
3204602	32	103	540 GRESSETT ST	07/26/2014	Vacant	5/8"
3204502	32	941	536 GRESSETT ST	07/26/2014	Vacant	5/8"
3207701	32	777777777	335 HARTLEY ST	07/26/2014	Vacant	5/8"
3207905	32	545	337 HARTLEY ST	07/26/2014	Vacant	5/8"
3207804	32	876	332 HARTLEY ST	07/26/2014	Vacant	5/8"
3205001	32	202	547 GRESSETT ST (A)	07/26/2014	Vacant	5/8"
3211805	32	221	501 HARRISON ST (B)	07/26/2014	Vacant	5/8"
3205401	32	971	553 GRESSETT ST	07/26/2014	Vacant	5/8"
3205701	32	629	604 GRESSETT ST	07/26/2014	Vacant	5/8"
3226301	32	855	335 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3226400	32	273	336 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3226200	32	777777777	334 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3226101	32	575	332 PORTERVILLE ST	07/26/2014	Vacant	5/8"

3225602	32	296	323 PORTERVILLE ST (DWN)	07/26/2014	Vacant	5/8"
3225204	32	288	313 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3225307	32	302	315 PORTERVILLE ST	07/26/2014	Vacant	5/8"
3211903	32	457	503 HARRISON ST	07/26/2014	Vacant	5/8"
3223700	32	84127678	217 NEW ST	07/26/2014	Vacant	5/8"
3213407	32	258	602 HARRISON ST	07/28/2014	Vacant	5/8"
3224900	32	153	242 NEW ST	07/28/2014	Vacant	5/8"
3225015	32	897	246 NEW ST	07/28/2014	Vacant	5/8"
3222100	32	7777777777	108 NEW ST	07/28/2014	Vacant	5/8"
3238550	32	565	39 WALNUT LANE	07/26/2014	Vacant	5/8"
3237906	32	856	16 WALNUT LANE	07/26/2014	Vacant	5/8"
3212801	32	7777777777	523 HARRISON ST	07/26/2014	Vacant	5/8"
3208503	32	7777777777	330 HARRISON ST	07/26/2014	Vacant	5/8"
3201903	32	92557322	22 CORLING ST	07/28/2014	Vacant	5/8"
3202001	32	916	26 CORLING ST	07/28/2014	Vacant	5/8"
3208604	32	39	334 HARRISON ST	07/26/2014	Vacant	5/8"
3214002	32	771	623 HARRISON ST	07/28/2014	Vacant	5/8"
3214305	32	778	625 HARRISON ST	07/28/2014	Vacant	5/8"
3214312	32	282	627 HARRISON ST	07/28/2014	Vacant	5/8"
3215207	32	65	702 HARRISON ST	07/28/2014	Vacant	5/8"
3215308	32	457	704 HARRISON ST	07/28/2014	Vacant	5/8"
3215402	32	209	706 HARRISON ST	07/28/2014	Vacant	5/8"
3215608	32	886	708 HARRISON ST	07/28/2014	Vacant	5/8"
3215904	32	458	712 HARRISON ST (A)	07/28/2014	Vacant	5/8"
3215959	32	334	712 HARRISON ST (B)	07/28/2014	Vacant	5/8"
3216501	32	930	724 HARRISON ST	07/28/2014	Vacant	5/8"
3217201	32	32	738 HARRISON ST	07/28/2014	Vacant	5/8"
3217101	32	657	739 HARRISON ST	07/28/2014	Vacant	5/8"
3216401	32	989	723 HARRISON ST	07/28/2014	Vacant	5/8"
3216101	32	7777777777	717 HARRISON ST	07/28/2014	Vacant	5/8"
3203807	32	926	19 EARLY ST	07/28/2014	Vacant	5/8"
3208901	32	917	406 HARRISON ST	07/26/2014	Vacant	5/8"
3231001	32	149	30 SHORE ST	07/28/2014	Vacant	5/8"
3330000	33	7777777777	1201 HILTON PLACE	07/28/2014	Vacant	5/8"
3332200	33	34709372	1255 HILTON PLACE	07/28/2014	Vacant	5/8"
3311000	33	937	910 HAMILTON ST	07/28/2014	Vacant	5/8"
3317701	33	746	1225 HALIFAX ST	07/28/2014	Vacant	5/8"
3312701	33	93131146	1227 HAMILTON ST	07/28/2014	Vacant	5/8"
3343284	33	92615980	1008 SAVAGE ST	07/29/2014	Vacant	5/8"
3309600	33	752	1408 CUSTER ST	07/29/2014	Vacant	5/8"
3324403	33	82446067	1517 HALIFAX ST 9	07/30/2014	Vacant	5/8"
3319800	33	393	1343 HALIFAX ST	07/28/2014	Vacant	5/8"

3319704	33	87012905	1338 HALIFAX ST	07/30/2014	Vacant	5/8"
3327004	33	985	1127 HAWK ST	07/28/2014	Vacant	5/8"
3319302	33	948	1330 HALIFAX ST	07/29/2014	Vacant	5/8"
3318508	33	62	1312 HALIFAX ST	07/29/2014	Vacant	5/8"
3317400	33	90916611	1218 HALIFAX ST	07/29/2014	CNF	5/8"
3327402	33	588	1133 HAWK ST	07/28/2014	Vacant	5/8"
3329230	33	93256389	1030 HALIFAX ST	07/30/2014	Vacant	5/8"
3337500	33	582	911 MELVILLE ST	07/30/2014	Vacant	5/8"
3337601	33	948	915 MELVILLE ST	07/30/2014	Vacant	5/8"
3338002	33	958	1009 MELVILLE ST	07/30/2014	Vacant	5/8"
3344102	33	474	103 WALKOVER AVE	07/28/2014	Vacant	5/8"
3338300	33	777777777	1015 MELVILLE ST	07/30/2014	Vacant	5/8"
3338900	33	92615969	1109 MELVILLE ST	07/30/2014	Vacant	5/8"
3339602	33	183	1192 MELVILLE ST	07/30/2014	Vacant	5/8"
3313802	33	561	1003 HALIFAX ST	07/28/2014	Vacant	5/8"
3344500	33	157	107 WALKOVER AVE	07/28/2014	Vacant	5/8"
3305000	33	90935818	736 COURT ST	07/30/2014	Vacant	5/8"
3339906	33	95519001	1200 MELVILLE ST	07/30/2014	Vacant	5/8"
3344701	33	705	109 WALKOVER AVE	07/28/2014	Vacant	5/8"
3332503	33	424	708 KIRKHAM ST	07/30/2014	Vacant	5/8"
3332515	33	139	710 KIRKHAM ST	07/30/2014	Vacant	5/8"
3332530	33	298	712 KIRKHAM ST	07/30/2014	Vacant	5/8"
3332525	33	457	714 KIRKHAM ST	07/30/2014	Vacant	5/8"
3332615	33	46984783	709 KIRKHAM ST (B)	07/30/2014	Vacant	5/8"
3332868	33	777777777	718 KIRKHAM ST	07/30/2014	Vacant	5/8"
3345009	33	479	112 WALKOVER AVE	07/28/2014	Vacant	5/8"
3333307	33	92615936	731 KIRKHAM ST	07/30/2014	Vacant	5/8"
3334400	33	93498625	760 KIRKHAM ST	07/30/2014	Vacant	5/8"
3334906	33	798	766 KIRKHAM ST	07/30/2014	Vacant	5/8"
3334302	33	45978203	759 KIRKHAM ST	07/30/2014	Vacant	5/8"
3344608	33	93218457	108 WALKOVER AVE	07/28/2014	Vacant	5/8"
3336100	33	840	1038 MAGNOLIA ST	07/30/2014	Vacant	5/8"
3335700	33	20110317	1030 MAGNOLIA ST	07/30/2014	Vacant	5/8"
3335303	33	369	1024 MAGNOLIA ST	07/30/2014	Vacant	5/8"
3336202	33	219	1039 MAGNOLIA ST	07/30/2014	Vacant	5/8"
3342200	33	428	910 PRINCE AVE	07/30/2014	Vacant	5/8"
3327505	33	308	1137 HAWK ST	07/28/2014	Vacant	5/8"
3345700	33	630	823 YOUNG AVE	07/30/2014	Vacant	5/8"
3327709	33	397	1139 HAWK ST	07/28/2014	Vacant	5/8"
3314001	33	317	1009 HALIFAX ST	07/28/2014	Vacant	5/8"
3328003	33	425	1143 HAWK ST	07/28/2014	Vacant	5/8"
3302400	33	108	1198 ARLINGTON ST	07/31/2014	Vacant	5/8"

3300803	33	980	1123 ARLINGTON ST	07/31/2014	Vacant	5/8"
3327901	33	466	1142 HAWK ST	07/28/2014	Vacant	5/8"
3301000	33	91625255	1127 ARLINGTON ST	07/31/2014	Vacant	5/8"
3327609	33	162	1138 HAWK ST	07/29/2014	CNF	5/8"
3320303	33	3	1407 HALIFAX ST	07/28/2014	Vacant	5/8"
3320402	33	106	1411 HALIFAX ST	07/28/2014	Vacant	5/8"
3321401	33	932256393	1439 HALIFAX ST	07/28/2014	Vacant	5/8"
3310501	33	74770047	1427 CUSTER ST	07/28/2014	Vacant	5/8"
3308300	33	23150755	1333 CUSTER ST	07/29/2014	Vacant	5/8"
3315105	33	750	1047 HALIFAX ST	07/28/2014	Vacant	5/8"
3305503	33	54	941 CUSTER ST	07/28/2014	Vacant	5/8"
3315902	33	6	1111 HALIFAX ST	07/28/2014	Vacant	5/8"
3443100	34	93820576	125 S SOUTH ST	08/02/2014	no inventory	5/8"
3431400	34	777777777	105 S MARKET ST	08/04/2014	Vacant	5/8"
3431600	34	44	109 S MARKET ST	08/04/2014	Vacant	5/8"
3431700	34	777777777	111 S MARKET ST	08/04/2014	Vacant	5/8"
3431901	34	777777777	117 S MARKET ST	08/05/2014	Vacant	5/8"
3413010	34	0	127 S MARKET ST (B)	08/05/2014	Vacant	5/8"
3432401	34	73760259	131 S MARKET ST	08/05/2014	no inventory	5/8"
3441600	34	321	24 S SOUTH ST	08/02/2014	Vacant	5/8"
3445810	34	89845889	620 WESLEY ST	08/05/2014	Vacant	5/8"
3446401	34	671	706 WESLEY ST	08/05/2014	Vacant	5/8"
3446502	34	978	708 WESLEY ST	08/05/2014	Vacant	5/8"
3447008	34	63	724 WESLEY ST	08/05/2014	Vacant	5/8"
3447200	34	777777777	819 WESLEY ST	08/05/2014	Vacant	5/8"
3447303	34	624	823 WESLEY ST	08/05/2014	Vacant	5/8"
3447601	34	930	831 WESLEY ST	08/05/2014	Vacant	5/8"
3447800	34	93498624	836 WESLEY ST	08/05/2014	Vacant	5/8"
3447906	34	1	840 WESLEY ST	08/05/2014	Vacant	5/8"
3435700	34	724	730 MOUNT AIRY ST	08/05/2014	Vacant	5/8"
3442806	34	234	118 S SOUTH ST	08/02/2014	Vacant	5/8"
3415900	34	123	844 GLADSTONE ST	08/05/2014	Vacant	5/8"
3415800	34	659	840 GLADSTONE ST	08/05/2014	Vacant	5/8"
3436506	34	90033621	749 MOUNT AIRY ST (A)	08/05/2014	Vacant	5/8"
3443204	34	44022229	706 ROME ST	08/02/2014	Vacant	5/8"
3414800	34	0	824 GLADSTONE ST	08/05/2014	Vacant	5/8"
3415203	34	211	829 GLADSTONE ST	08/05/2014	Vacant	5/8"
3415009	34	367	827 GLADSTONE ST	08/05/2014	Vacant	5/8"
3425906	34	119	749 S JONES ST	08/05/2014	Vacant	5/8"
3426002	34	471	751 S JONES ST	08/05/2014	Vacant	5/8"
3426101	34	433	803 S JONES ST	08/05/2014	Vacant	5/8"
3428000	34	67	839 S JONES ST	08/06/2014	Vacant	5/8"

3428301	34	905	844 S JONES ST (B)	08/05/2014	Vacant	5/8"
3427800	34	78486024	840 S JONES ST (A)	08/05/2014	Vacant	5/8"
3427909	34	173	840 S JONES ST (B)	08/05/2014	Vacant	5/8"
3427500	34	7	834 S JONES ST	08/05/2014	Vacant	5/8"
3442903	34	683	119 S SOUTH ST	08/02/2014	Vacant	5/8"
3426304	34	970	808 S JONES ST	08/05/2014	Vacant	5/8"
3426200	34	851	804 S JONES ST	08/05/2014	Vacant	5/8"
3425205	34	77777777	725 S JONES ST	08/05/2014	Vacant	5/8"
3424902	34	632	720 S JONES ST	08/05/2014	Vacant	5/8"
3420801	34	674	210 S JONES ST	08/02/2014	Vacant	5/8"
3400601	34	196	717 ANN ST(1/2)	08/05/2014	Vacant	5/8"
3400501	34	196	717 ANN ST	08/05/2014	Vacant	5/8"
3400402	34	283	715 ANN ST	08/05/2014	Vacant	5/8"
3400303	34	121	711 ANN ST	08/05/2014	Vacant	5/8"
3400103	34	338	708 FEDERAL ST	08/05/2014	Vacant	5/8"
3421600	34	118	226 S JONES ST	08/02/2014	Vacant	5/8"
3413302	34	90483362	719 FEDERAL ST	08/05/2014	Vacant	5/8"
3413401	34	438	722 FEDERAL ST	08/05/2014	Vacant	5/8"
3418106	34	361	702 INDEPENDENCE	08/05/2014	Vacant	5/8"
3417655	34	101	624 INDEPENDENCE	08/05/2014	Vacant	5/8"
3421802	34	232	232 S JONES ST	08/02/2014	Vacant	5/8"
3417601	34	26	622 INDEPENDENCE	08/05/2014	Vacant	5/8"
3417602	34	26	622 INDEPENDENCE	08/06/2014	Vacant	5/8"
3417406	34	475	620 INDEPENDENCE	08/06/2014	Vacant	5/8"
3417353	34	89845832	618 INDEPENDENCE	08/06/2014	Vacant	5/8"
3424000	34	77777777	668 S JONES ST	08/06/2014	Vacant	5/8"
3423625	34	233	626 S JONES ST	08/06/2014	Vacant	5/8"
3422222	34	223	618 S JONES ST	08/06/2014	Vacant	5/8"
3426609	34	156	622 S JONES ST	08/06/2014	Vacant	5/8"
3422235	34	77777777	618 S JONES ST	08/06/2014	Vacant	5/8"
3423360	34	830	0 S JONES ST	08/06/2014	Vacant	5/8"
3421705	34	380	227 S JONES ST	08/02/2014	Vacant	5/8"
3421401	34	83	221 S JONES ST	08/02/2014	Vacant	5/8"
3421306	34	45	219 S JONES ST	08/02/2014	Vacant	5/8"
3421203	34	155	217 S JONES ST	08/02/2014	Vacant	5/8"
3421102	34	132	215 S JONES ST	08/02/2014	Vacant	5/8"
3429401	34	694	650 LAWRENCE ST	08/02/2014	Vacant	5/8"
3439500	34	110	102 PINE ST	08/02/2014	Vacant	5/8"
3430000	34	120	640 LUMSDEN ST	08/02/2014	Vacant	5/8"
3419303	34	223	28 S JONES ST	08/02/2014	Vacant	5/8"
3419307	34	962	27 S JONES ST	08/02/2014	Vacant	5/8"
3418802	34	241	16 S JONES ST	08/02/2014	Vacant	5/8"

3438601	34	538	28 PINE ST	08/02/2014	Vacant	5/8"
3439700	34	777777777	108 PINE ST	08/02/2014	Vacant	5/8"
3439900	34	891	112 PINE ST	08/02/2014	Vacant	5/8"
3440101	34	777777777	116 PINE ST	08/02/2014	Vacant	5/8"
3440500	34	83	124 PINE (UP) ST	08/02/2014	Vacant	5/8"
3442103	34	106	101 S SOUTH ST	08/02/2014	Vacant	5/8"
3440403	34	683	124 PINE (1D) ST	08/02/2014	Vacant	5/8"
3440606	34	105	126 PINE ST	08/02/2014	Vacant	5/8"
3440707	34	432	128 PINE ST	08/02/2014	Vacant	5/8"
3440908	34	777777777	134 PINE ST*****	08/02/2014	Vacant	5/8"
3429300	34	241	628 W WYTHE ST	08/02/2014	Vacant	5/8"
3416540	34	167	40 GUARANTEE ST	08/02/2014	Vacant	5/8"
3416530	34	93828395	38 GUARANTEE ST	08/04/2014	Vacant	5/8"
3416222	34	890	30 GUARANTEE ST	08/04/2014	Vacant	5/8"
3416103	34	556	19 GUARANTEE ST	08/04/2014	Vacant	5/8"
3416407	34	878	25 GUARANTEE ST	08/04/2014	Vacant	5/8"
3416457	34	228	27 GUARANTEE ST (B)	08/04/2014	Vacant	5/8"
3416461	34	409	27 GUARANTEE ST (A)	08/04/2014	Vacant	5/8"
3416472	34	315	27 GUARANTEE ST (C)	08/04/2014	Vacant	5/8"
3416502	34	195	31 GUARANTEE ST	08/04/2014	Vacant	5/8"
3416604	34	334	33 GUARANTEE ST	08/04/2014	Vacant	5/8"
3416803	34	948	37 GUARANTEE ST	08/04/2014	Vacant	5/8"
3417101	34	258	109 GUARANTEE ST	08/04/2014	Vacant	5/8"
3417205	34	95	111 GUARANTEE ST	08/04/2014	Vacant	5/8"
3438000	34	874	222 PERRY ST	08/04/2014	Vacant	5/8"
3436900	34	665	18 PERRY ST	08/04/2014	Vacant	5/8"
3506501	35	412	412 S DUNLOP ST	08/06/2014	Vacant	5/8"
3506700	35	324	416 S DUNLOP ST (A)UP	08/06/2014	Vacant	5/8"
3506800	35	10	416 S DUNLOP ST (B)DN	08/06/2014	Vacant	5/8"
3507000	35	224	424 S DUNLOP ST	08/06/2014	Vacant	5/8"
3507500	35	81427185	508 S DUNLOP ST	08/06/2014	Vacant	5/8"
3508110	35	74005385	524 S DUNLOP ST	08/06/2014	Vacant	5/8"
3508131	35	90935830	528 S DUNLOP ST	08/06/2014	Vacant	5/8"
3508606	35	594	534 S DUNLOP ST	08/06/2014	Vacant	5/8"
3521709	35	493	917 LEE AVE	08/06/2014	Vacant	5/8"
3521806	35	270	921 LEE AVE	08/06/2014	Vacant	5/8"
3526403	35	260	612 PEGRAM ST	08/06/2014	Vacant	5/8"
3565000	35	82446243	555 S SOUTH ST (6D)	08/05/2014	Vacant	5/8"
3528709	35	971	652 PEGRAM ST	08/06/2014	Vacant	5/8"
3529200	35	88579643	662 PEGRAM ST	08/06/2014	Vacant	5/8"
3529503	35	917	664 PEGRAM ST	08/06/2014	Vacant	5/8"
3529602	35	93256363	672 PEGRAM ST	08/06/2014	Vacant	5/8"

3529804	35	830	674 PEGRAM ST	08/06/2014	Vacant	5/8"
3530500	35	43	692 PEGRAM ST	08/06/2014	Vacant	5/8"
3529304	35	37133960	663 PEGRAM ST	08/06/2014	Vacant	5/8"
3529108	35	93256381	661 PEGRAM ST	08/06/2014	Vacant	5/8"
3528602	35	93498629	655 PEGRAM ST	08/06/2014	Vacant	5/8"
3528000	35	165	637 PEGRAM ST	08/06/2014	Vacant	5/8"
3522802	35	229	1023 LEE AVE	08/06/2014	Vacant	5/8"
3523005	35	838	1025 LEE AVE	08/06/2014	Vacant	5/8"
3522501	35	626	935 LEE AVE	08/06/2014	Vacant	5/8"
3526003	35	830	532 PEGRAM ST	08/06/2014	Vacant	5/8"
3525508	35	777777777	524 PEGRAM ST	08/07/2014	Vacant	5/8"
3525203	35	231	522 PEGRAM ST	08/07/2014	Vacant	5/8"
3533609	35	85407918	929 STAINBACK ST	08/07/2014	Vacant	5/8"
3533900	35	158	935 STAINBACK ST	08/07/2014	Vacant	5/8"
3534301	35	777777777	1010 STAINBACK ST	08/07/2014	Vacant	5/8"
3535109	35	950	1024 STAINBACK ST	08/07/2014	Vacant	5/8"
3535204	35	7848616	1026 STAINBACK ST	08/07/2014	Vacant	5/8"
3538709	35	206	505 S WEST ST	08/07/2014	Vacant	5/8"
3538804	35	621	509 S WEST ST	08/07/2014	Vacant	5/8"
3537007	35	750	1154 STAINBACK ST	08/07/2014	Vacant	5/8"
3536907	35	580	1150 STAINBACK ST	08/07/2014	Vacant	5/8"
3535901	35	165	1128 STAINBACK ST	08/07/2014	Vacant	5/8"
3535300	35	406	1110 STAINBACK ST	08/07/2014	Vacant	5/8"
3538309	35	151	425 S WEST ST	08/07/2014	Vacant	5/8"
3538209	35	74	423 S WEST ST	08/07/2014	Vacant	5/8"
3538101	35	43278050	421 S WEST ST	08/07/2014	Vacant	5/8"
3538005	35	82446182	419 S WEST ST	08/07/2014	Vacant	5/8"
3573000	35	82446246	555 S SOUTH ST (4C)	08/05/2014	Vacant	5/8"
3537802	35	852	411 S WEST ST	08/06/2014	Vacant	5/8"
3537600	35	558	408 S WEST ST	08/06/2014	Vacant	5/8"
3545205	35	126	1109 WILLCOX ST	08/06/2014	Vacant	5/8"
3545404	35	976	1113 WILLCOX ST	08/06/2014	Vacant	5/8"
3546100	35	778	1135 WILLCOX ST	08/06/2014	Vacant	5/8"
3546201	35	386	1137 WILLCOX ST	08/06/2014	Vacant	5/8"
3547204	35	86300315	1153 WILLCOX ST	08/06/2014	Vacant	5/8"
3547300	35	35	1202 WILLCOX ST	08/06/2014	Vacant	5/8"
3547106	35	451	1152 WILLCOX ST	08/06/2014	Vacant	5/8"
3546300	35	777777777	1140 WILLCOX ST	08/06/2014	Vacant	5/8"
3545307	35	36	1110 WILLCOX ST	08/06/2014	Vacant	5/8"
3543900	35	273	1004 WILLCOX ST	08/06/2014	Vacant	5/8"
3542302	35	44675582	918 WILLCOX ST	08/06/2014	Vacant	5/8"
3541801	35	456	912 WILLCOX ST	08/06/2014	Vacant	5/8"

3541602	35	5	908 WILLCOX ST	08/06/2014	Vacant	5/8"
3541000	35	86300319	846 WILLCOX ST	08/06/2014	Vacant	5/8"
3539800	35	177	827 WILLCOX ST	08/06/2014	Vacant	5/8"
3540308	35	101	835 WILLCOX ST (B)	08/06/2014	Vacant	5/8"
3541704	35	424	911 WILLCOX ST	08/06/2014	Vacant	5/8"
3541902	35	874	913 WILLCOX ST	08/06/2014	Vacant	5/8"
3542900	35	144	927 WILLCOX ST	08/06/2014	Vacant	5/8"
3543100	35	196	931 WILLCOX ST	08/06/2014	Vacant	5/8"
3543804	35	339	1003 WILLCOX ST	08/06/2014	Vacant	5/8"
3544200	35	364	1011 WILLCOX ST	08/06/2014	Vacant	5/8"
3537101	35	252	329 S WEST ST	08/06/2014	Vacant	5/8"
3532691	35	777777777	221 S SOUTH ST	08/06/2014	Vacant	5/8"
3532680	35	933	219 S SOUTH ST	08/06/2014	Vacant	5/8"
3532700	35	777777777	222 S SOUTH ST	08/07/2014	Vacant	5/8"
3605606	36	90935862	319 S DUNLOP ST	08/11/2014	Vacant	5/8"
3607708	36	164	842 FARMER ST	08/11/2014	Vacant	5/8"
3607401	36	83	838 FARMER ST	08/11/2014	Vacant	5/8"
3606503	36	325	817 FARMER ST	08/07/2014	Vacant	5/8"
3606210	36	545	812 FARMER ST	08/09/2014	Vacant	5/8"
3606204	36	134	810 FARMER ST	08/09/2014	Vacant	5/8"
3659906	36	489	1310 ROME ST	08/09/2014	Vacant	5/8"
3660001	36	237	1316 ROME ST	08/09/2014	Vacant	5/8"
3610025	36	248	1318 ROME ST	08/09/2014	Vacant	5/8"
3602404	36	345	16 S DUNLOP ST	08/07/2014	Vacant	5/8"
3660600	36	396	1340 ROME ST	08/09/2014	Vacant	5/8"
3660801	36	86300378	1342 ROME ST	08/09/2014	Vacant	5/8"
3661202	36	101	1348 ROME ST	08/09/2014	Vacant	5/8"
3602807	36	872711585	108 S DUNLOP ST	08/07/2014	Vacant	5/8"
3662300	36	815	1364 ROME ST	08/09/2014	Vacant	5/8"
3662800	36	92172071	1370 ROME ST	08/09/2014	Vacant	5/8"
3662500	36	777777777	1367 ROME ST	08/09/2014	Vacant	5/8"
3662103	36	166	1361 ROME ST	08/09/2014	Vacant	5/8"
3661700	36	201	1355 ROME ST	08/09/2014	Vacant	5/8"
3661000	36	92616010	1345 ROME ST	08/09/2014	Vacant	5/8"
3660704	36	6	1341 ROME ST	08/09/2014		5/8"
3646600	36	199	111 INDIANA LANE	08/09/2014	Vacant	5/8"
3646501	36	876	109 INDIANA LANE	08/09/2014	Vacant	5/8"
3674306	36	101	1342 OAKDALE AVE	08/09/2014	Vacant	5/8"
3673805	36	467	1334 OAKDALE AVE	08/09/2014	Vacant	5/8"
3673400	36	87836874	1322 W WYTHE ST	08/09/2014	CNF	5/8"
3673203	36	777777777	1316 W WYTHE ST	08/09/2014	Vacant	5/8"
3603900	36	450	200 S DUNLOP ST	08/07/2014	Vacant	5/8"

3646801	36	614	1405 OAKDALE AVE	08/09/2014	Vacant	5/8"
3647009	36	513	1409 OAKDALE (DN) AVE	08/09/2014	Vacant	5/8"
3647315	36	77777777	1415 OAKDALE (UP) AVE	08/09/2014	Vacant	5/8"
3647406	36	587	1417 OAKDALE AVE	08/09/2014	Vacant	5/8"
3648003	36	845	1425 OAKDALE AVE	08/09/2014	Vacant	5/8"
3649907	36	87271565	1514 OAKDALE AVE	08/09/2014	Vacant	5/8"
3604600	36	392	216 S DUNLOP ST	08/07/2014	Vacant	5/8"
3610751	36	137	1430 OAKDALE AVE (A)	08/09/2014	Vacant	5/8"
3610752	36	93	1430 OAKDALE AVE (B)	08/09/2014	Vacant	5/8"
3648205	36	544	1428 OAKDALE AVE (A)	08/09/2014	Vacant	5/8"
3647802	36	288	1422 OAKDALE AVE	08/09/2014	Vacant	5/8"
3604702	36	637	218 S DUNLOP ST	08/07/2014	Vacant	5/8"
3672006	36	4698477	1231 W WYTHE ST	08/07/2014		5/8" 67855152
5607203	56	150	2200 S CRATER RD (11)	06/24/2014	Vacant	5/8"
5607102	56	648	2200 S CRATER RD (12)	06/24/2014	Vacant	5/8"
5606903	56	491	2200 S CRATER RD (15)	06/24/2014	Vacant	5/8"
5610572	56	84127657	2130 S CRATER RD (A)	06/24/2014	Vacant	5/8"
5610573	56	658	2130 S CRATER RD (B)	06/24/2014	Vacant	5/8"
5610574	56	660	2130 S CRATER RD (C)	06/24/2014	Vacant	5/8"
5610580	56	659	2130 S CRATER RD (I)	06/24/2014	Vacant	5/8"
5610581	56	661	2130 S CRATER RD (J)	06/24/2014	Vacant	5/8"
5610582	56	666	2130 S CRATER RD (K)	06/24/2014	Vacant	5/8"
5629010	56	912	2011 WOODLAND RD (IRRIGA)	07/09/2014	Vacant	5/8"
5619307	56	37133868	2055 OVERBROOK RD	07/14/2014	CNF	5/8"
5603800	56	34709368	946 S CRATER RD	07/16/2014	CNF	5/8"
5625601	56	13	631 TOLL GATE LANE	07/16/2014	Vacant	5/8"
5624901	56	15	612 TOLL GATE LANE	07/16/2014	Vacant	5/8"
5626300	56	19	4 WHEELHOUSE CT	07/18/2014	Vacant	5/8"
5604500	56	78486072	1624 S CRATER RD	07/18/2014	CNF	5/8"
5604700	56	142	1640 S CRATER RD	07/18/2014	Vacant	5/8"
5603101	56	77042215	1661 BLAIR RD	07/18/2014	CNF	5/8"
5712450	57A	45978104	1940 S WESTCHESTER(IRRIGATION)	07/15/2014	Vacant	5/8"
5757006	57A	215	2519 NEWPORT AVE	07/15/2014	Vacant	5/8"
5700125	57A	288	929 S CRATER RD	07/15/2014	Vacant	5/8"
5736901	57A	253	2540 CRESTWOOD AVE	07/15/2014	Vacant	5/8"
5737203	57A	981	2552 CRESTWOOD AVE	07/15/2014	Vacant	5/8"
5749804	57A	93256388	438 HOLLY HILL DR	08/25/2014	Vacant	5/8"
5740901	57B	92172101	421 DEERFIELD DR	08/25/2014	Vacant	5/8"
5739501	57B	255	309 DEERFIELD DR	08/25/2014	Vacant	5/8"
5757703	57B	85001189	2506 PINEHURST DR	08/26/2014	Vacant	5/8"
5761200	57B	44022141	2539 WARNER RD	08/26/2014	Vacant	5/8"
5733100	57B	129	418 BLACKWATER DR	08/26/2014	Vacant	5/8"

5705264	57B	79	2787 S CRATER RD (E)	08/27/2014	Vacant	5/8"
5708190	57B	7777777777	2793 S CRATER RD (I)	08/27/2014	Vacant	5/8"
5705370	57B	173	2793 S CRATER RD (J2)	08/27/2014	Vacant	5/8"
5720405	57C	84127781	401 ROBERTS 309	09/03/2014	Vacant	5/8"
7215503	72	417	835 W HIGH ST	09/24/2014	Vacant	5/8"
7215701	72	0	839 W HIGH ST	09/24/2014	Vacant	5/8"
7210000	72	777	547 HINTON ST	09/24/2014	Vacant	5/8"
7209901	72	0	545 HINTON ST	09/24/2014	Vacant	5/8"
7209805	72	217	543 HINTON ST	09/24/2014	Vacant	5/8"
7209603	72	93820614	539 HINTON ST	09/24/2014	None	5/8" retro
7209502	72	244	533 HINTON ST	09/24/2014	Vacant	5/8"
7209405	72	952	529 HINTON ST	09/24/2014	Vacant	5/8"
7215711	72	0	839 W HIGH ST	09/24/2014	Vacant	5/8"
7206302	72	0	314 HINTON ST	09/24/2014	Vacant	5/8"
7205902	72	726	306 HINTON ST	09/24/2014	Vacant	5/8"
7206004	72	430	309 HINTON ST	09/24/2014	Vacant	5/8"
7207100	72	590	321 HINTON ST	09/24/2014	Vacant	5/8"
7207303	72	0	323 HINTON ST	09/24/2014	Vacant	5/8"
7205700	72	840	247 HINTON ST	09/24/2014	Vacant	5/8"
7205506	72	313	243 HINTON ST	09/24/2014	Vacant	5/8"
7205400	72	0	237 HINTON ST	09/24/2014	Vacant	5/8"
7205100	72	752	227 HINTON ST	09/24/2014	Vacant	5/8"
7205005	72	49452347	225 HINTON ST B	09/24/2014	Vacant	5/8"
7233300	72	897	29 N MARKET ST	09/24/2014	Vacant	5/8"
7233400	72	198	39 N MARKET ST	09/24/2014	Vacant	5/8"
7233500	72	693	101 N MARKET ST	09/24/2014	Vacant	5/8"
7216400	72	443	903 W HIGH ST	09/24/2014	Vacant	5/8"
7234100	72	786	201 N MARKET ST	09/30/2014	Vacant	5/8"
7235001	72	892	247 N MARKET ST	09/30/2014	Vacant	5/8"
7216702	72	92615965	909 W HIGH ST	09/24/2014	Vacant	5/8"
7236900	72	413	118 W TABB ST	09/30/2014	Vacant	5/8"
7236300	72	32934514	29 W TABB ST	09/30/2014	Vacant	5/8"
7216902	72	871	915 W HIGH ST	09/24/2014	Vacant	5/8"
7238550	72	972	20 N UNION ST (C)	09/30/2014	Vacant	5/8"
7237702	72	942	20 N UNION ST (B)	09/30/2014	Vacant	5/8"
7237600	72	28828546	19 N UNION ST	09/30/2014	Vacant	5/8"
7237401	72	90033619	10 N UNION ST	10/01/2014	Vacant	5/8"
7239605	72	46984768	25 W WASHINGTON	10/01/2014	Vacant	5/8"
7239500	72	44	23 W WASHINGTON	10/01/2014	Vacant	5/8"
7238906	72	77	13 W WASHINGTON	10/01/2014	Vacant	5/8"
7238505	72	983	7 W WASHINGTON	10/01/2014	Vacant	5/8"
7240201	72	755	110 W WASHINGTON	10/01/2014	Vacant	5/8"

7217601	72	276	929 W HIGH ST	09/24/2014	Vacant	5/8"
7217801	72	409	931 W HIGH ST (A)	09/24/2014	Vacant	5/8"
7243213	72	157	509 W WASHINGTON (UP)	10/02/2014	Vacant	5/8"
7243201	72	399	509 W WASHINGTON (DN)	10/02/2014	Vacant	5/8"
7243301	72	379	511 W WASHINGTON (DN)	10/02/2014	Vacant	5/8"
7217813	72	535	931 W HIGH ST (B)	09/24/2014	Vacant	5/8"
7243400	72	717	515 W WASHINGTON	10/02/2014	Vacant	5/8"
7243601	72	320	519 W WASHINGTON	10/02/2014	Vacant	5/8"
7217900	72	0	933 W HIGH ST	09/24/2014	Vacant	5/8"
7245901	72	881	618 W WASHINGTON	10/02/2014	Vacant	5/8"
7246001	72	157	618 W WASHINGTON	10/02/2014	Vacant	5/8"
7245501	72	42421113	612 W WASHINGTON	10/02/2014	Vacant	5/8"
7245306	72	105	610 W WASHINGTON	10/02/2014	Vacant	5/8"
7245200	72	261	608 W WASHINGTON	10/02/2014	Vacant	5/8"
7245000	72	463	606 W WASHINGTON	10/02/2014	Vacant	5/8"
7246603	72	924	646 W WASHINGTON	10/02/2014	Vacant	5/8"
7246708	72	836	647 W WASHINGTON (1)	10/02/2014	Vacant	5/8"
7246718	72	801	647 W WASHINGTON (2)	10/02/2014	Vacant	5/8"
7246723	72	803	647 W WASHINGTON (3)	10/02/2014	Vacant	5/8"
7246731	72	999	647 W WASHINGTON (4)	10/02/2014	Vacant	5/8"
7246744	72	321	647 W WASHINGTON (5)	10/02/2014	Vacant	5/8"
7246755	72	248	647 W WASHINGTON (6)	10/02/2014	Vacant	5/8"
7218903	72	564	1007 W HIGH ST	09/30/2014	Vacant	5/8"
7219405	72	726	1013 W HIGH ST	09/30/2014	Vacant	5/8"
7201603	72	360	1133 UPPER APPOMATTOX ST	09/30/2014	Vacant	5/8"
7219900	72	375	1021 W HIGH ST	09/30/2014	Vacant	5/8"
7249502	72	67	418 N WEST ST	09/30/2014	Vacant	5/8"
7220504	72	92	1111 W HIGH ST	09/30/2014	Vacant	5/8"
7220801	72	153	1115 W HIGH ST	09/30/2014	Vacant	5/8"
7221206	72	150	1127 W HIGH ST	09/30/2014	Vacant	5/8"
7201302	72	994	1123 UPPER APPOMATTOX ST-DEM	09/30/2014	Vacant	5/8"
7221500	72	20	1131 W HIGH ST	09/30/2014	Vacant	5/8"
7223000	72	36	1205 W HIGH ST	09/23/2014	Vacant	5/8"
7201102	72	393	1119 UPPER APPOMATTOX ST	09/30/2014	Vacant	5/8"
7225400	72	446	1242 W HIGH ST	09/23/2014	Vacant	5/8"
7225107	72	614	1238 W HIGH ST	09/23/2014	Vacant	5/8"
7224606	72	571	1230 W HIGH ST	09/23/2014	Vacant	5/8"
7224101	72	410	1222 W HIGH ST	09/23/2014	Vacant	5/8"
7201009	72	705	1117 UPPER APPOMATTOX ST	09/30/2014	Vacant	5/8"
7223602	72	306	1214 W HIGH ST	09/23/2014	Vacant	5/8"
7223206	72	0	1208 W HIGH ST	09/23/2014	Vacant	5/8"
7223104	72	842	1206 W HIGH ST	09/23/2014	Vacant	5/8"

7222304	72	21	1146 W HIGH ST	09/23/2014	Vacant	5/8"
7221903	72	378	1138 W HIGH ST	09/23/2014	Vacant	5/8"
7201808	72	322	1139 UPPER APPOMATTOX ST	09/23/2014	Vacant	5/8"
7317100	73	0	419 GROVE AVE	10/01/2014	Vacant	5/8"
7316900	73	0	415 GROVE AVE	10/01/2014	Vacant	5/8"
7314600	73	0	273 GROVE AVE	10/02/2014	Vacant	5/8"
7313402	73	996	249 GROVE AVE	10/02/2014	Vacant	5/8"
7312902	73	45978103	243 GROVE AVE	10/02/2014	Vacant	5/8"
7312756	73	827	239 GROVE AVE	10/02/2014	Vacant	5/8"
7313107	73	439	246 GROVE AVE(DN)	10/02/2014	Vacant	5/8"
7313800	73	368	256 GROVE AVE	10/02/2014	Vacant	5/8"
7317600	73	356	426 GROVE AVE	10/02/2014	Vacant	5/8"
7312882	73	60730712	712 GROVE AVE	10/02/2014		5/8"
7333500	73	0	411 HURT ST	10/02/2014	CNF	5/8"
7342252	73	93820594	703 PLUM ST (B)	10/02/2014		5/8"
7342102	73	602	702 PLUM ST	10/02/2014	Vacant	5/8"
7311507	73	233	623 GILLIAM ST	10/02/2014	Vacant	5/8"
7333202	73	86	335 HURT ST	10/02/2014	Vacant	5/8"
7332822	73	955	330 HURT ST	10/02/2014	Vacant	5/8"
7332810	73	100	328 HURT ST	10/02/2014	Vacant	5/8"
7332803	73	100	326 HURT ST	10/02/2014	Vacant	5/8"
7334608	73	454	223 N JONES ST	10/02/2014	Vacant	5/8"
7334504	73	993	221 N JONES ST	10/02/2014	Vacant	5/8"
7334425	73	112	217 N JONES ST	10/02/2014	Vacant	5/8"
7334407	73	962	215 N JONES ST	10/02/2014	Vacant	5/8"
7334234	73	874	211 N JONES ST (A)	10/02/2014	Vacant	5/8"
7307501	73	982	714 COMMERCE ST	10/02/2014	Vacant	5/8"
7307003	73	159	704 COMMERCE ST	10/02/2014	Vacant	5/8"
7307100	73	43399742	707 COMMERCE ST	10/02/2014	Vacant	5/8"
7305000	73	188	601 COMMERCE ST	10/02/2014	Vacant	5/8"
7304550	73	0	0 S COMMERCE ST	10/02/2014	Vacant	5/8"
7304507	73	80168275	535 COMMERCE ST	10/02/2014	Vacant	5/8"
7304513	73	113	305 COMMERCE ST	10/02/2014	Vacant	5/8"
7335151	73	311	263 LOW ST	10/02/2014	Vacant	5/8"
7335200	73	101	272 LOW ST	10/02/2014	CNF	5/8"
7336104	73	34763084	362 LOW ST	10/03/2014	Vacant	5/8"
7307900	73	0	403 CROSS ST	10/03/2014	Vacant	5/8"
7308401	73	0	417 CROSS ST	10/03/2014	Vacant	5/8"
7308600	73	973	423 CROSS ST	10/03/2014	Vacant	5/8"
7309104	73	473	434 CROSS ST	10/03/2014	Vacant	5/8"
7308301	73	699	418 CROSS ST	10/03/2014	Vacant	5/8"
7340600	73	913	612 PLUM ST	10/03/2014	Vacant	5/8"

7340802	73	484	619 PLUM ST	10/03/2014	Vacant	5/8"
7341200	73	337	626 PLUM ST	10/03/2014	Vacant	5/8"
7341400	73	0	635 PLUM ST	10/03/2014	Vacant	5/8"

SUMMARY	
SIZE	AMOUNT
1"	30
1.5"	12
2"	5
3"	0
4"	0
5/8"	753
6"	0

TOTAL: 800

INDIRECT SALES AGREEMENT

This Indirect Sales Agreement (the "*Agreement*") is entered into as of [] (the "Effective Date") by and between Itron, Inc. ("*Itron*") and [City of Petersburg] ("*Customer*"). Itron and Customer may each be referred to as a "*Party*" and together as the "*Parties*."

Customer shall execute this Agreement prior to its receipt of any Itron software, services or equipment by an authorized Itron distributor (each a "*Distributor*"). The terms of Customer's agreement with a Distributor shall govern Customer's purchase of Itron equipment or services from a Distributor (it being understood that Distributor will pass certain Itron warranties through to Customer). The terms of this Agreement shall govern (i) any software provided by Itron, regardless of whether the order for such software is placed with a Distributor or directly with Itron, and (ii) any order of equipment or services placed directly with Itron.

The Parties agree as follows:

1. Software Terms

a. Definitions.

"*Delivery*," with respect to Software, means that Itron has either made the Software available to Distributor via electronic means or has provided the Software to a carrier on physical media for delivery to Distributor.

"*Documentation*" means all printed or electronic materials published or otherwise that are provided to Customer and that describe or relate to the functional, operational or performance capabilities of the Software.

"*Endpoint*" means (i) a physical device (e.g., a meter, encoder-transmitter-receiver or other measuring or monitoring device) that is the source of data used in the Software application or (ii) a virtual device created in the Software application to simulate the existence of a physical device. An example of a virtual device that is an Endpoint would include a single electricity meter that serves 10 apartment units. If the consumption data from that electricity meter was divided between the 10 units (e.g., on the basis of square footage) and used in the Software application as if that single electricity meter was actually 10 electricity meters, it would count as 10 Endpoints. Further, each account, whether active or inactive, in the application that is associated with a single physical device counts as a separate Endpoint.

"*Object Code*" means the binary, machine-readable version of the Software.

"*Software*" means software identified on Attachment A that is owned by Itron and any modifications, corrections, improvements or enhancements thereto provided by Itron.

"*Source Code*" means human-readable computer programming code, associated procedural code and related documentation.

"*Specifications*" means the applicable published Itron functional specifications for an item of Software.

"*Third Party Software*" means software that is not owned by Itron but is identified on Attachment A as being provided by Itron.

"*Use*" means the ability to run, execute, display and, subject to the restrictions described below, duplicate and distribute internally.

"*Warranty Period*," with respect to a particular item of Software, means the warranty term beginning on the warranty start date, as set forth on Attachment A.

b. License Grant.

Subject to the terms of this Agreement, Itron grants to Customer a nonexclusive, nontransferable, perpetual Object Code license to Use the Software and Documentation for its internal business purposes only in connection with the number of Endpoints set forth in Attachment A.

c. Restrictions.

As a condition to the foregoing license grant, Customer shall not (i) violate any restriction set forth on Attachment A, (ii) modify or create any derivative work from the Software, (iii) include the Software in any other software, (iv) use the Software to provide processing services to third parties or on a service bureau basis, (v) reverse assemble, decompile, reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software, or (vi) use the Software to process business information concerning customers derived through merger, asset acquisition or other entity combination. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein. The Software and Documentation shall be considered the confidential information of Itron and, as such, shall be subject to the confidentiality provisions of this Agreement.

d. Invoicing.

Distributor will invoice Customer for the Software and Itron will invoice Distributor.

e. Limited Software Warranty

i. Warranty and Remedy.

For the Warranty Period, Itron warrants to Customer that the Software will perform substantially in accordance with the Specifications. Itron does not warrant that the Software will operate uninterrupted or error-free. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron to repair or replace the non-conforming Software. If Itron, in its sole discretion, is unable to repair or replace non-conforming Software, Itron will refund to Customer the amount paid for such Software. Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer's license to Software for which it has received a refund hereunder shall terminate upon its receipt of a refund.

ii. Exclusions.

The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the Software in combination with software, equipment or communications networks not provided by Itron, (ii) a change to the Software's operating environment not made or authorized by Itron, (iii) Customer's failure to install any correction or enhancement provided by Itron, (iv) viruses introduced through no fault of Itron, (v) any use of the Software not authorized by this Agreement. The warranty provided in this Section is valid only if Customer has complied with the terms of this Agreement (including paying the applicable Software license fees) and shall be void to the extent of any modification to the Software not authorized by Itron.

f. *Third Party Software and Documentation.*

Itron shall provide the Third Party Software, if any, identified on Attachment A and any related documentation. Any Third Party Software, and related documentation provided by Itron in connection with this Agreement shall be subject to a separate license agreement between the Customer and the third party software provider and will be subject to separate third party warranties, if any. Customer agrees that it will be bound by and will abide by all such third party software licensing arrangements. Customer is solely responsible for acquiring any software that is required to use the Software or Third Party Software.

g. *Audit.*

Customer will maintain accurate and detailed records as necessary to verify compliance with this Agreement. Itron may audit these records to verify compliance at any time during Customer's regular business hours after giving notice 5 business days in advance of the audit. Except as described below, Itron will bear all costs and expenses associated with the exercise of its audit rights. Any errors in payments identified will be corrected by Customer by appropriate adjustment. In the event of an underpayment of more than 5 percent, Customer will reimburse Itron the amount of the underpayment, reasonable costs associated with the audit, and interest on the overdue amount at the maximum allowable interest rate from the date the obligation accrued.

h. *Obligations Upon Termination for Cause.*

Upon a termination by Itron for cause, Customer's license to any Software and right to receive maintenance and support for such Software shall immediately terminate and Customer shall (i) delete any Software from all of its computers, (ii) immediately deliver to Itron or destroy all copies of such Software and any related Documentation and (iii) certify in writing to Itron within 10 days of any such termination that, to the best of Customer's knowledge, Customer has complied with this Section.

i. *Other Provisions.*

Customer shall not, directly or indirectly, export or transmit the Software to any country to which such export or transmission is prohibited by any applicable regulation or statute. The Parties agree that Software provided under this Agreement shall be deemed to be "goods" within the meaning of Article 2 of the Uniform Commercial Code, except when such a practice would cause an unreasonable result. The Parties agree that the Uniform Computer Information Transaction Act (or a version thereof or substantially similar law) shall not govern this Agreement.

2. **Equipment Terms**

SUB-ITEMS a., b. AND c. BELOW APPLY ONLY TO EQUIPMENT PURCHASED BY CUSTOMER DIRECTLY FROM ITRON:

a. *Equipment Purchase.*

Customer agrees to purchase the equipment, if any, identified on Attachment A (the "*Equipment*") from Itron at the price(s) and in the quantities set forth thereon pursuant to the terms of this Agreement. Prices set forth on Attachment A are valid for one year from the date of this Agreement.

b. *Ordering*

During the term of this Agreement, Customer shall order quantities of Equipment by issuing a purchase order, change order or release (each an "*Order*") to Itron, in each case specifying the type and quantity of Equipment, the shipment destination and the requested delivery date. Unless otherwise agreed in a separate writing signed by an authorized representative of each Party, the requested delivery date in an Order must be no earlier than ninety days following Itron's receipt of such Order.

c. *Firmware*

The purchase of Equipment manufactured by Itron will include a perpetual, irrevocable license to use and execute any software embedded in the Equipment. The license to any software embedded in third party Equipment provided by Itron shall be between Customer and the manufacturer of such third party Equipment.

d. *Invoicing.*

Itron will invoice Customer for the Equipment upon shipment.

e. *Delivery, Title and Risk of Loss.*

Unless otherwise agreed by the Parties, Itron will make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense. For Equipment delivered to Canada, title to the Equipment and risk of loss shall pass to Customer upon delivery to the Customer. For Equipment delivered to all other locations, title to the Equipment and risk of loss shall pass to Customer upon Itron's delivery to a carrier for shipment to Customer.

f. *Limited Equipment Warranty*

i. *Warranty and Remedy.*

Except as otherwise set forth on Attachment A, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment if purchased directly from Itron and 14 months if purchased through a Distributor. Except to the extent otherwise provided in Attachment A, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A shall be for Itron to repair non-conforming Equipment or provide Customer

with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer will pay the cost of returning non-conforming Equipment to the place of repair designated by Itron and Itron will pay the cost of delivering repaired or replacement Equipment to Customer.

ii. *Exclusions.*

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied by Itron. The warranty provided herein shall be void if the Equipment is modified in a way not authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer.

3. *Cloud Service Terms*

a. *Access to Cloud Service.*

Subject to the terms of this Agreement, Itron grants to Customer, for its internal business purposes only, the non-transferrable, non-exclusive right to access and use the service identified on Attachment A (the "*Cloud Service*") in accordance with the terms of service attached hereto as Attachment B (the "*Terms of Service*").

b. *Use Restrictions.*

Customer is responsible for maintaining the confidentiality of all information required to access the Cloud Service and for the activities of its employees or representatives that access the Cloud Service. Customer will not (i) access or use the Cloud Service other than in accordance with the Cloud Service documentation; (ii) reverse engineer the software underlying the Cloud Service; (iii) engage in any activity that interferes with or disrupts the Cloud Service or any servers or networks connected to the Cloud Service; (iv) allow a third party to access the Cloud Service or operate the Cloud Service for the benefit of a third party, including as a service bureau; (v) modify or create derivative works based on the Cloud Service; or (vi) use the Cloud Service in a manner that violates any law or regulation or the rights of any third party.

c. *Cloud Service Term.*

Itron will make the Cloud Service available to Customer for an initial one-year period beginning on the Effective Date. Thereafter, Itron shall provide the Cloud Service for successive one-year periods unless the Cloud Service is terminated in writing by either Party at least 90 days prior to the end of the then-current one-year period.

d. *Invoicing.*

Itron shall invoice Customer for the initial annual Cloud Service fee identified on Attachment A immediately following the Effective Date. Thereafter, Itron shall invoice Customer for each successive one-year period prior to the commencement of such period. Itron may elect to increase the annual fee for any successive annual period by providing Customer with written notice of such increase at least 90 days prior to the commencement of such period.

e. *Customer Data.*

Customer retains all right, title and interest in and to any electronic data or information contained in any database, table or similar file or document provided by Customer for use in connection with any Cloud Service (the "*Customer Data*"). Customer grants to Itron a license to use the Customer Data to the extent necessary for Itron to provide the Cloud Service, or as required by law. Customer is solely responsible for the Customer Data, including providing the Customer Data required for proper operation of the Cloud Service, and will not provide, post or transmit any Customer Data or any other information or material that: (i) infringes or violates the rights of any third party or any law or regulation or (ii) contains any virus or programming routine that has the effect of damaging, surreptitiously intercepting or expropriating any system, data or personal information. Itron may take any remedial action it deems advisable to address any violation of this Section but Itron is under no obligation to review Customer Data for accuracy or potential liability. Customer agrees to indemnify Itron for any loss or damage suffered by Itron in connection with Customer's breach of its obligations under this Section.

f. *Service Levels.*

Itron agrees to make commercially reasonable efforts to: (i) maintain Appropriate Security Measures (defined below); (ii) provide regular backups for the Customer Data as further described in the Terms of Service; and (iii) make the Cloud Service generally available 24 hours a day and 7 days a week except for (y) planned downtime in accordance with the Terms of Service and (z) downtime caused by circumstances beyond Itron's reasonable control, including telecommunications or network failures or delays, computer failures that could not reasonably have been prevented by Itron or acts of vandalism (e.g., network intrusions and denial of service attacks). Itron's sole obligation, and Customer's exclusive remedy, in connection with a breach of any obligation of Itron with respect to the performance or availability of the Cloud Service shall be for Itron, at its option, to correct the failure or to refund to Customer the amount paid for the Cloud Service for the period in which it was affected. Customer's subscription to the Cloud Service shall terminate upon its receipt of any such refund. "*Appropriate Security Measures*" means customary technical, physical and procedural controls to protect Customer Data against destruction, loss, alteration, or unauthorized disclosure to third parties. Customer acknowledges that, notwithstanding Appropriate Security Measures, use of or connection to the Cloud Service presents the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Cloud Service and Customer Data. Accordingly, Itron does not guarantee the privacy, security or authenticity of any information stored in connection with or transmitted to or from any Cloud Service.

g. *Federal Communications Commission ("FCC") Licensed Facilities.*

Customer acknowledges and agrees that Itron maintains the exclusive right to operate and control any Federal Communications Commission ("FCC") licensed facilities involved in the provision of services, including the transmitter and other components that produce RF energy (e.g. Itron Cell Control Units, Endpoints, etc.). Itron will make all decisions regarding any FCC licenses used to implement the Cloud Services provided for by this Agreement, including the preparation and filing of applications with the FCC.

4. Payment Terms and Taxes.

The following terms shall apply to any equipment, services or software purchased by Customer directly from Itron. For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement.

5. Changes.

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

6. Confidentiality.

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any software provided by Itron in connection with this Agreement shall be considered the confidential information of Itron.

7. IP Ownership

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

8. Indemnification

a. General Indemnity.

Itron will defend Customer from any third party claim for (i) wrongful death of or bodily injury, to the extent caused by Itron's gross negligence or intentional torts, or (ii) physical damage to tangible personal property, to the extent caused by Itron's gross negligence or intentional torts, and will pay costs and damages awarded against Customer in any such claim that are specifically attributable to Itron's gross negligence or intentional torts or those costs and damages agreed to by Itron in a monetary settlement of such claim.

b. Infringement Indemnity.

Itron will defend at its own expense any action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark, and Itron will pay those costs and damages awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to by Itron in a monetary settlement of such action. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

c. Conditions to Infringement Indemnity.

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service, becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

d. Exclusions.

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed

Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

e. Right to Defend.

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense or settlement of the claim and provide Itron with reasonable assistance in connection with such defense or settlement. Customer may employ counsel at its own expense to assist it with respect to any such claim.

f. Indemnity Disclaimer

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

9. Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

10. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

11. CAP ON LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE HEREUNDER. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

12. Term and Termination

a. Term of Agreement.

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through December 31st of the year in which any products or services to be provided hereunder have been provided. The term of this Agreement shall thereafter automatically renew for successive one year periods unless either Party provides the other with written notice of its intent not to renew at least 90 days prior to such termination; provided, however, that Customer shall be obligated to purchase and Itron shall be obligated to provide any product or service that is the subject of an unfulfilled order accepted by Itron prior to the time of any such termination. Notwithstanding the foregoing, the term of any license provided by Itron hereunder shall be as set forth in the provision granting such license.

b. Termination for Cause.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement, the Distributor/Customer agreement or the Distributor/Itron agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

c. Survival.

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

13. Miscellaneous

a. Entire Agreement.

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order

acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

b. Amendments and Waivers.

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

c. Governing Law; Jury Trial.

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Washington without reference to Washington conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

d. Assignment.

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment.

e. Publicity.

Unless otherwise provided in a separate confidentiality agreement between the Parties, each Party may issue a press release following the execution of this Agreement, subject to the other Party's written approval, which shall not be unreasonably withheld. Each Party hereby consents to the other Party's use of its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

f. Force Majeure.

Neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts (a "**Force Majeure Event**"). Notwithstanding the foregoing, no obligation to make any payment required under this Agreement is excused as a result of a Force Majeure Event.

g. Notices.

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron: Attn: General Counsel
Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

Customer:

h. Miscellaneous.

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and support for products will be provided pursuant to a separate maintenance agreement. Itron shall perform all work to be performed in connection with this Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

Agreed to and accepted:

Itron, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Tax Exempt: 54-6001502

Customer

Signature: Tangela Innis

Print Name: Tangela Innis

Title: Purchasing Agent

Date: 2/6/14

Yes/No (if Yes, attach copy of Tax Exemption Certificate)

ATTACHMENT A-1

Software	Units	Warranty Date	Start	Warranty Term
*MV-RS	Up to Endpoints	Delivery		14 months
Fixed Network as follows:				
Level 1, Data Collection (Network Software) Network Software Billing Gate Way Module	Up to _____ Endpoints	Delivery		5 months
Level 2, Data Analysis (Network Software, Customer Care) Network Software Billing Gate Way Module Customer Care Base System	Up to _____ Endpoints	Delivery		5 months
Level 3, Advanced Metering (Network Software, IEE Meter Data Management) Network Software Billing Gate Way Module Customer Care Base System IEE Meter Data Management	Up to _____ Endpoints	Delivery		5 months
ZCorr	Up to number of loggers purchased.	Shipment		14 months
DigiCorr	Up to number of loggers purchased.	Shipment		14 months

*Customer receives 5 months of Phone Support at no charge for the MV-RS Product.

Please check the type of Software being licensed and with respect to MV-RS and Fixed Network, enter the number of meters.

PRICING SUMMARY FOR PRODUCTS PURCHASED DIRECTLY FROM ITRON

ATTACHMENT A-2

Warranty Terms

Product	Warranty Terms
All Equipment (excluding the following)	14 months from shipment
Mobile Collector	3 years from shipment
Centron and Sentinel electricity meters	3 years from shipment
Repairs for out-of-warranty electricity meters	Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
200W series water endpoints (including battery)	<p>Standard Warranty: Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p> <p>Optional Extended Warranty (if purchased by Customer):</p> <p>For warranty claims in years 6 through 10, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 100 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
100W and 60W series water endpoints (including battery)	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
Leak Sensor	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p>
Upgraded handhelds or mobile collectors	90 days from shipment
MV-RS Software	14 months from Delivery
Fixed Network Software	5 months from Delivery
METRIS Meters	Itron warrants that eighty five percent (85%) or more of the METRIS Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter for which warranty coverage is sought, (ii) the measurement of more

	<p>than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</p>
	<p>Seller's sole obligation and Company's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Seller, at its option, to repair any non-conforming METRIS Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter, Itron will refund to Company the depreciated value of such non-conforming METRIS Meter. At the request of Itron, Company will provide evidence of a meter's service history to verify warranty coverage.</p>

ATTACHMENT B
Terms of Service

(TO BE ATTACHED IF MANAGED SERVICE IS PURCHASED)

COMMONWEALTH OF VIRGINIA SALES AND USE TAX CERTIFICATE OF EXEMPTION

(For use by the Commonwealth of Virginia, a political subdivision
of the Commonwealth of Virginia, or the United States)

To: Itron Date: 2/6/14
(Name of Dealer)

(Number and street or rural route) (City, town, or post office) (State) (Zip Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper box below.)

- 1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
- 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
- 3. Tangible personal property and taxable services for use or consumption by the United States.

City of Petersburg Purchasing Office

FED ID #54-6001502

(Name of governmental agency)

103 W Tabb Street, City Hall Annex

Petersburg

VA

23803

(Number and street or rural route)

(City, town, or post office)

(State)

(Zip Code)

I certify I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By:

Jorge elvira
(Signature)

Purchasing Agent
(Title)

Information for dealer: — A dealer is required to have on file only one Certificate of Exemption properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.

INDIRECT SALES AGREEMENT

This Indirect Sales Agreement (the "**Agreement**") is entered into as of [May 23, 2014] (the "Effective Date") by and between Itron, Inc. ("**Itron**") and [The City of Petersburg, Virginia] ("**Customer**"). Itron and Customer may each be referred to as a "**Party**" and together as the "**Parties**."

Customer shall execute this Agreement prior to its receipt of any Itron software, services or equipment by an authorized Itron distributor (each a "**Distributor**"). The terms of Customer's agreement with a Distributor shall govern Customer's purchase of Itron equipment or services from a Distributor (it being understood that Distributor will pass certain Itron warranties through to Customer). The terms of this Agreement shall govern (i) any software provided by Itron, regardless of whether the order for such software is placed with a Distributor or directly with Itron, and (ii) any order of equipment or services placed directly with Itron.

The Parties agree as follows:

1. Software Terms

a. Definitions.

"**Delivery**," with respect to Software, means that Itron has either made the Software available to Distributor via electronic means or has provided the Software to a carrier on physical media for delivery to Distributor.

"**Documentation**" means all printed or electronic materials published or otherwise that are provided to Customer and that describe or relate to the functional, operational or performance capabilities of the Software.

"**Endpoint**" means (i) a physical device (e.g., a meter, encoder-transmitter-receiver or other measuring or monitoring device) that is the source of data used in the Software application or (ii) a virtual device created in the Software application to simulate the existence of a physical device. An example of a virtual device that is an Endpoint would include a single electricity meter that serves 10 apartment units. If the consumption data from that electricity meter was divided between the 10 units (e.g., on the basis of square footage) and used in the Software application as if that single electricity meter was actually 10 electricity meters, it would count as 10 Endpoints. Further, each account, whether active or inactive, in the application that is associated with a single physical device counts as a separate Endpoint.

"**Object Code**" means the binary, machine-readable version of the Software.

"**Software**" means software identified on Attachment A that is owned by Itron and any modifications, corrections, improvements or enhancements thereto provided by Itron.

"**Source Code**" means human-readable computer programming code, associated procedural code and related documentation.

"**Specifications**" means the applicable published Itron functional specifications for an item of Software.

"**Third Party Software**" means software that is not owned by Itron but is identified on Attachment A as being provided by Itron.

"**Use**" means the ability to run, execute, display and, subject to the restrictions described below, duplicate and distribute internally.

"**Warranty Period**," with respect to a particular item of Software, means the warranty term beginning on the warranty start date, as set forth on Attachment A.

b. License Grant.

Subject to the terms of this Agreement, Itron grants to Customer a nonexclusive, nontransferable, perpetual Object Code license to Use the Software and Documentation for its internal business purposes only in connection with the number of Endpoints set forth in Attachment A.

c. Restrictions.

As a condition to the foregoing license grant, Customer shall not (i) violate any restriction set forth on Attachment A, (ii) modify or create any derivative work from the Software, (iii) include the Software in any other software, (iv) use the Software to provide processing services to third parties or on a service bureau basis, (v) reverse assemble, decompile, reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software, or (vi) use the Software to process business information concerning customers derived through merger, asset acquisition or other entity combination. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein. The Software and Documentation shall be considered the confidential information of Itron and, as such, shall be subject to the confidentiality provisions of this Agreement.

d. Invoicing.

Distributor will invoice Customer for the Software and Itron will invoice Distributor.

e. Limited Software Warranty

i. Warranty and Remedy.

For the Warranty Period, Itron warrants to Customer that the Software will perform substantially in accordance with the Specifications. Itron does not warrant that the Software will operate uninterrupted or error-free. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron to repair or replace the non-conforming Software. If Itron, in its sole discretion, is unable to repair or replace non-conforming Software, Itron will refund to Customer the amount paid for such Software. Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer's license to Software for which it has received a refund hereunder shall terminate upon its receipt of a refund.

ii. Exclusions.

The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the Software in combination with software, equipment or communications networks not provided by Itron, (ii) a change to the Software's operating environment not made or authorized by Itron, (iii) Customer's failure to install any correction or enhancement provided by Itron, (iv) viruses introduced through no fault of Itron, (v) any use of the Software not authorized by this Agreement. The warranty provided in this Section is valid only if Customer has complied with the terms of this Agreement (including paying the applicable Software license fees) and shall be void to the extent of any modification to the Software not authorized by Itron.

f. *Third Party Software and Documentation.*

Itron shall provide the Third Party Software, if any, identified on Attachment A and any related documentation. Any Third Party Software, and related documentation provided by Itron in connection with this Agreement shall be subject to a separate license agreement between the Customer and the third party software provider and will be subject to separate third party warranties, if any. Customer agrees that it will be bound by and will abide by all such third party software licensing arrangements. Customer is solely responsible for acquiring any software that is required to use the Software or Third Party Software.

g. *Audit.*

Customer will maintain accurate and detailed records as necessary to verify compliance with this Agreement. Itron may audit these records to verify compliance at any time during Customer's regular business hours after giving notice 5 business days in advance of the audit. Except as described below, Itron will bear all costs and expenses associated with the exercise of its audit rights. Any errors in payments identified will be corrected by Customer by appropriate adjustment. In the event of an underpayment of more than 5 percent, Customer will reimburse Itron the amount of the underpayment, reasonable costs associated with the audit, and interest on the overdue amount at the maximum allowable interest rate from the date the obligation accrued.

h. *Obligations Upon Termination for Cause.*

Upon a termination by Itron for cause, Customer's license to any Software and right to receive maintenance and support for such Software shall immediately terminate and Customer shall (i) delete any Software from all of its computers, (ii) immediately deliver to Itron or destroy all copies of such Software and any related Documentation and (iii) certify in writing to Itron within 10 days of any such termination that, to the best of Customer's knowledge, Customer has complied with this Section.

i. *Other Provisions.*

Customer shall not, directly or indirectly, export or transmit the Software to any country to which such export or transmission is prohibited by any applicable regulation or statute. The Parties agree that Software provided under this Agreement shall be deemed to be "goods" within the meaning of Article 2 of the Uniform Commercial Code, except when such a practice would cause an unreasonable result. The Parties agree that the Uniform Computer Information Transaction Act (or a version thereof or substantially similar law) shall not govern this Agreement.

2. Equipment Terms

SUB-ITEMS a., b. AND c. BELOW APPLY ONLY TO EQUIPMENT PURCHASED BY CUSTOMER DIRECTLY FROM ITRON:

a. *Equipment Purchase.*

Customer agrees to purchase the equipment, if any, identified on Attachment A (the "**Equipment**") from Itron at the price(s) and in the quantities set forth thereon pursuant to the terms of this Agreement. Prices set forth on Attachment A are valid for one year from the date of this Agreement.

b. *Ordering*

During the term of this Agreement, Customer shall order quantities of Equipment by issuing a purchase order, change order or release (each an "**Order**") to Itron, in each case specifying the type and quantity of Equipment, the shipment destination and the requested delivery date. Unless otherwise agreed in a separate writing signed by an authorized representative of each Party, the requested delivery date in an Order must be no earlier than ninety days following Itron's receipt of such Order.

c. *Firmware*

The purchase of Equipment manufactured by Itron will include a perpetual, irrevocable license to use and execute any software embedded in the Equipment. The license to any software embedded in third party Equipment provided by Itron shall be between Customer and the manufacturer of such third party Equipment.

d. *Invoicing.*

Itron will invoice Customer for the Equipment upon shipment.

e. *Delivery, Title and Risk of Loss.*

Unless otherwise agreed by the Parties, Itron will make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense. For Equipment delivered to Canada, title to the Equipment and risk of loss shall pass to Customer upon delivery to the Customer. For Equipment delivered to all other locations, title to the Equipment and risk of loss shall pass to Customer upon Itron's delivery to a carrier for shipment to Customer.

f. *Limited Equipment Warranty*

i. *Warranty and Remedy.*

Except as otherwise set forth on Attachment A, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment if purchased directly from Itron and 14 months if purchased through a Distributor. Except to the extent otherwise provided in Attachment A, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A shall be for Itron to repair non-conforming Equipment or provide Customer

with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer will pay the cost of returning non-conforming Equipment to the place of repair designated by Itron and Itron will pay the cost of delivering repaired or replacement Equipment to Customer.

ii. *Exclusions.*

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied by Itron. The warranty provided herein shall be void if the Equipment is modified in a way not authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer.

3. **Cloud Service Terms**

a. *Access to Cloud Service.*

Subject to the terms of this Agreement, Itron grants to Customer, for its internal business purposes only, the non-transferrable, non-exclusive right to access and use the service identified on Attachment A (the "**Cloud Service**") in accordance with the terms of service attached hereto as Attachment B (the "**Terms of Service**").

b. *Use Restrictions.*

Customer is responsible for maintaining the confidentiality of all information required to access the Cloud Service and for the activities of its employees or representatives that access the Cloud Service. Customer will not (i) access or use the Cloud Service other than in accordance with the Cloud Service documentation; (ii) reverse engineer the software underlying the Cloud Service; (iii) engage in any activity that interferes with or disrupts the Cloud Service or any servers or networks connected to the Cloud Service; (iv) allow a third party to access the Cloud Service or operate the Cloud Service for the benefit of a third party, including as a service bureau; (v) modify or create derivative works based on the Cloud Service; or (vi) use the Cloud Service in a manner that violates any law or regulation or the rights of any third party.

c. *Cloud Service Term.*

Itron will make the Cloud Service available to Customer for an initial one-year period beginning on the Effective Date. Thereafter, Itron shall provide the Cloud Service for successive one-year periods unless the Cloud Service is terminated in writing by either Party at least 90 days prior to the end of the then-current one-year period.

d. *Invoicing.*

Itron shall invoice Customer for the initial annual Cloud Service fee identified on Attachment A immediately following the Effective Date. Thereafter, Itron shall invoice Customer for each successive one-year period prior to the commencement of such period. Itron may elect to increase the annual fee for any successive annual period by providing Customer with written notice of such increase at least 90 days prior to the commencement of such period.

e. *Customer Data.*

Customer retains all right, title and interest in and to any electronic data or information contained in any database, table or similar file or document provided by Customer for use in connection with any Cloud Service (the "**Customer Data**"). Customer grants to Itron a license to use the Customer Data to the extent necessary for Itron to provide the Cloud Service, or as required by law. Customer is solely responsible for the Customer Data, including providing the Customer Data required for proper operation of the Cloud Service, and will not provide, post or transmit any Customer Data or any other information or material that: (i) infringes or violates the rights of any third party or any law or regulation or (ii) contains any virus or programming routine that has the effect of damaging, surreptitiously intercepting or expropriating any system, data or personal information. Itron may take any remedial action it deems advisable to address any violation of this Section but Itron is under no obligation to review Customer Data for accuracy or potential liability. Customer agrees to indemnify Itron for any loss or damage suffered by Itron in connection with Customer's breach of its obligations under this Section.

f. *Service Levels.*

Itron agrees to make commercially reasonable efforts to: (i) maintain Appropriate Security Measures (defined below); (ii) provide regular backups for the Customer Data as further described in the Terms of Service; and (iii) make the Cloud Service generally available 24 hours a day and 7 days a week except for (y) planned downtime in accordance with the Terms of Service and (z) downtime caused by circumstances beyond Itron's reasonable control, including telecommunications or network failures or delays, computer failures that could not reasonably have been prevented by Itron or acts of vandalism (e.g., network intrusions and denial of service attacks). Itron's sole obligation, and Customer's exclusive remedy, in connection with a breach of any obligation of Itron with respect to the performance or availability of the Cloud Service shall be for Itron, at its option, to correct the failure or to refund to Customer the amount paid for the Cloud Service for the period in which it was affected. Customer's subscription to the Cloud Service shall terminate upon its receipt of any such refund. "**Appropriate Security Measures**" means customary technical, physical and procedural controls to protect Customer Data against destruction, loss, alteration, or unauthorized disclosure to third parties. Customer acknowledges that, notwithstanding Appropriate Security Measures, use of or connection to the Cloud Service presents the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Cloud Service and Customer Data. Accordingly, Itron does not guarantee the privacy, security or authenticity of any information stored in connection with or transmitted to or from any Cloud Service.

g. *Federal Communications Commission ("FCC") Licensed Facilities.*

Customer acknowledges and agrees that Itron maintains the exclusive right to operate and control any Federal Communications Commission ("FCC") licensed facilities involved in the provision of services, including the transmitter and other components that produce RF energy (e.g. Itron Cell Control Units, Endpoints, etc.). Itron will make all decisions regarding any FCC licenses used to implement the Cloud Services provided for by this Agreement, including the preparation and filing of applications with the FCC.

4. Payment Terms and Taxes.

The following terms shall apply to any equipment, services or software purchased by Customer directly from Itron. For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement.

5. Changes.

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

6. Confidentiality.

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any software provided by Itron in connection with this Agreement shall be considered the confidential information of Itron.

7. IP Ownership

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

8. Indemnification

a. General Indemnity.

Itron will defend Customer from any third party claim for (i) wrongful death of or bodily injury, to the extent caused by Itron's gross negligence or intentional torts, or (ii) physical damage to tangible personal property, to the extent caused by Itron's gross negligence or intentional torts, and will pay costs and damages awarded against Customer in any such claim that are specifically attributable to Itron's gross negligence or intentional torts or those costs and damages agreed to by Itron in a monetary settlement of such claim.

b. Infringement Indemnity.

Itron will defend at its own expense any action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark, and Itron will pay those costs and damages awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to by Itron in a monetary settlement of such action. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

c. Conditions to Infringement Indemnity.

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service, becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

d. Exclusions.

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed

Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

e. Right to Defend.

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense or settlement of the claim and provide Itron with reasonable assistance in connection with such defense or settlement. Customer may employ counsel at its own expense to assist it with respect to any such claim.

f. Indemnity Disclaimer

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

9. Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

10. WAIVER OF CONSEQUENTIAL DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

11. CAP ON LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE HEREUNDER. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

12. Term and Termination

a. Term of Agreement.

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through December 31st of the year in which any products or services to be provided hereunder have been provided. The term of this Agreement shall thereafter automatically renew for successive one year periods unless either Party provides the other with written notice of its intent not to renew at least 90 days prior to such termination; provided, however, that Customer shall be obligated to purchase and Itron shall be obligated to provide any product or service that is the subject of an unfulfilled order accepted by Itron prior to the time of any such termination. Notwithstanding the foregoing, the term of any license provided by Itron hereunder shall be as set forth in the provision granting such license.

b. Termination for Cause.

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement, the Distributor/Customer agreement or the Distributor/Itron agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

c. Survival.

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

13. Miscellaneous

a. Entire Agreement.

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order

acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

b. Amendments and Waivers.

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

c. Governing Law; Jury Trial.

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Washington without reference to Washington conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

d. Assignment.

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment.

e. Publicity.

Unless otherwise provided in a separate confidentiality agreement between the Parties, each Party may issue a press release following the execution of this Agreement, subject to the other Party's written approval, which shall not be unreasonably withheld. Each Party hereby consents to the other Party's use of its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

f. Force Majeure.

Neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts (a "**Force Majeure Event**"). Notwithstanding the foregoing, no obligation to make any payment required under this Agreement is excused as a result of a Force Majeure Event.

g. Notices.

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron: Attn: General Counsel
Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019

Customer:

h. Miscellaneous.

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and support for products will be provided pursuant to a separate maintenance agreement. Itron shall perform all work to be performed in connection with this Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

Agreed to and accepted:

Itron, Inc.

Customer

Signature: _____

Signature: Tangela clavis

Print Name: _____

Print Name: Tangela Farris

Title: _____

Title: Purchasing Agent

Date: _____

Date: 5/23/14

Tax Exempt: _____ Yes/No (if Yes, attach copy of Tax Exemption Certificate)

ATTACHMENT A-1

Please check the type of Software being licensed or hosted (Itron Cloud Service) and enter the number of meters.

Software	Units	Warranty Start Date	Warranty Term	Itron Cloud Service
*MV-RS	Up to _____ Endpoints	Delivery	14 months	N/A
Field Collection System Software	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Network Software	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Network Software – Outage Notification	Up to _____ Endpoints	Delivery	5 months	N/A
Itron Analytics	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Itron Analytics Customer Portal	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Itron Security Manager (ISM)	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Field Deployment Manager (FDM)	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
FDM – Endpoint Tools Enhanced	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>
Mlogonline	Up to _____ Endpoints	Delivery	5 months	<input type="checkbox"/>

*Customer receives 5 months of Phone Support at no charge for the MV-RS Product.

PRICING SUMMARY FOR PRODUCTS AND SERVICES PURCHASED DIRECTLY FROM ITRON

ATTACHMENT A-2

Warranty Terms

Product	Warranty Terms
Mobile Collector	3 years from shipment
Centron and Sentinel electricity meters	3 years from shipment
Repairs for out-of-warranty electricity meters	Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.
200W series water endpoints (including battery)	<p>Standard Warranty: Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p> <p>Optional Extended Warranty (if purchased by Customer):</p> <p>For warranty claims in years 6 through 10, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 100 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
100W and 60W series water endpoints (including battery)	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>
Leak Sensor	<p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p>
Upgraded handhelds or mobile collectors	90 days from shipment
METRIS Meters and I-250 Meters	<p>Itron warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</p> <p>Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron, at its option, to repair any non-conforming METRIS Meters and I-250 Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter and I-250 Meter, Itron will refund to Customer the depreciated value of such non-conforming METRIS Meter and I-250 Meter. At the request of Itron, Customer will provide evidence of a meter's service history to verify warranty coverage.</p>

ATTACHMENT B
Terms of Service

(TO BE ATTACHED IF CLOUD SERVICE IS PURCHASED)



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.

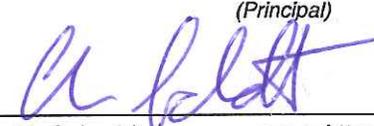
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 6th day of November, 2013



(Witness)

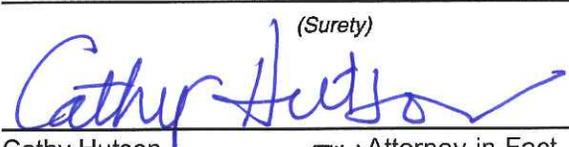
Johnson Controls, Inc.

(Principal) (Seal)

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



(Witness)

FEDERAL INSURANCE COMPANY

(Surety) (Seal)

Cathy Hutson (Title) Attorney-in-Fact

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:

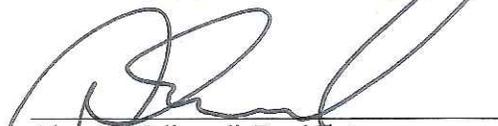
To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company.

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



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.

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

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

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

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

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

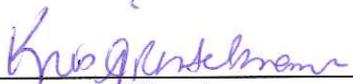
labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner 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.

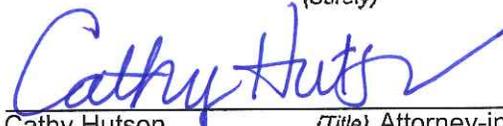
(Principal) (Seal)


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



(Witness)

FEDERAL INSURANCE COMPANY

(Surety) (Seal)


Cathy Hutson (Title) Attorney-in-Fact

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:

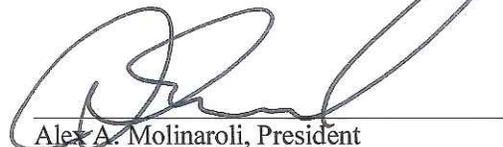
To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company.

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.

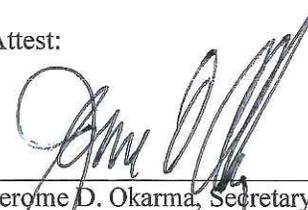
This authority shall remain in full force and effect for six (6) months from the date of issue.

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. Cray, 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



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.

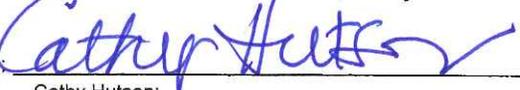
4. Except as expressly set forth in this Rider, nothing contained herein shall be held to alter or amend the terms of the Bond. In the event of a conflict between the Bond and this Rider, the parties agree that this Rider shall govern and control. All references to the Bond, either in the Bond or this 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

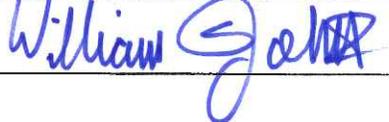
By: 
Chris E. Schmidt; Attorney-In-Fact, Authorized Representative

FEDERAL INSURANCE COMPANY, Surety

By: 
Cathy Hutson; Attorney In Fact

Consented to:

CITY OF PETERSBURG, Original Obligee

By: , Authorized Representative

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:

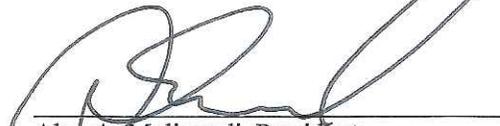
To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company.

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. Cray, Cathy Hutson, Daniel J. Kwiecinski, Tracy K. Matthews, Wendy S. Miller, Daniel J. Sapiro and Lisa M. Slakes of Milwaukee, Wisconsin-----

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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.

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Notary Public, State of New Jersey
No. 2321097
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Given under my hand and seals of said Companies at Warren, NJ this **November 6, 2013**



Kenneth C. Wendel, Assistant Secretary

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e-mail: surety@chubb.com

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 October 30, 2015 ~~2013~~

CITY OF PETERSBURG, VA

Signature: *Tangela Innis*
 Printed Name: Tangela Innis
 Title: Purchasing Agent
 Date: 11/3/15

JOHNSON CONTROLS, INC.

Signature: *Allison M. Dunn*
 Printed Name: ALLISON M. DUNN
 Title: AREA GENERAL MANAGER
 Date: 13 NOV 2015

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 July 14, 2015

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

By: Signature: Tangela Innis

Printed Name: Tangela Innis

Title: Purchasing Agent-City of Petersburg

Date: 7/22/15

JOHNSON CONTROLS, INC

Signature: Allison M. Dunn

Printed Name: ALLISON M. DUNN

Title: AREA GENERAL MANAGER

Date: 4 NOVEMBER 2015



City of Petersburg
Department of Public Works and Utilities

STEVEN W. HICKS
DIRECTOR

Public Utilities Division
424 St. Andrew Street
PETERSBURG, VA 23803
(804) 733-2407

MICHAEL A. MEE
GENERAL MANAGER

TO: Whitley Blake, Johnson Controls
FROM: Michael A. Mee *MAM*
SUBJECT: Substantial Completion Document
DATE: July 14, 2015

Attached please find a substantial completion form, as requested. The only punch list items that are remaining are as follows:

- Replacement of faulty registers
- Replacement of all ERT units

Thank you for your cooperation in this matter.

I AM
PETERSBURG
VIRGINIA