



Board of Trustees

William J. Fountain, Supervisor	Joseph W. Colaianne, Trustee
Larry N. Ciofu, Clerk	Matthew J. Germane, Trustee
Kathleen A. Horning, Treasurer	Glenn E. Harper, Trustee
	Joseph M. Petrucci, Trustee

Board of Trustees Regular Meeting Agenda Hartland Township Hall Wednesday, November 04, 2020 7:00 PM

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Call to the Public
 6. Approval of the Consent Agenda
 - [a.](#) Approve Payment of Bills
 - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
 - [c.](#) Hartland Schools Winter Maintenance Agreement
 7. Pending & New Business
 - [a.](#) Meter Reading Software Upgrade
 - [b.](#) Settlers Park - Mountain Bike Kids Loop
 8. Board Reports
- [BRIEF RECESS]
9. Information / Discussion
 - [a.](#) Manager's Report
 - [b.](#) Water System Update
 10. Closed Session
 - [a.](#) To consult with the Township Attorney regarding trial or settlement strategy
 11. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: October 27, 2020

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$61,572.69. The bills are available in the Finance office for review.

Notable invoices include:

\$20,182.30 – Foster, Swift, Collins & Smith – (September 2020 legal invoices)

\$10,418.75 – The Huntington National Bank – (Millpointe Subdivision Rd Special Assessment Bond, Series 2018)

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY21 budget.

Attachments

Bills for 11.04.2020

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 11/04/2020 - 11/04/2020
BOTH JOURNALIZED AND UNJOURNALIZED

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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

AIRDESIGN	AIR DESIGN HEATING & COOLING LLC	10/21/2020	102120	FOA	RELEASE OF DEVELOPER PERFORMANCE BON	
44240	P.O. BOX 1148	11/04/2020		N		2,250.00
10/21/2020	HIGHLAND MI, 48357	/ /	0.0000	N		0.00
		11/04/2020		N		2,250.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000-0010	JOHNSON POLE BARN PERF DEP	2,250.00

VENDOR TOTAL: 2,250.00

AMAZON.COM	AMAZON.COM	10/13/2020	111-2101365-7345	FOA	ANTI-FOG SAFETY GLASSES	
44265		11/04/2020		N		12.99
10/13/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		12.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	12.99

AMAZON.COM	AMAZON.COM	10/12/2020	111-3489317-2401	FOA	RETRACTABLE BADGE REELS	
44262		11/04/2020		N		17.90
10/12/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		17.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-727.000	SUPPLIES & POSTAGE	17.90

AMAZON.COM	AMAZON.COM	10/13/2020	111-4855882-9472	FOA	LATEX GLOVES	
44264		11/04/2020		N		52.00
10/13/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		52.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	52.00

AMAZON.COM	AMAZON.COM	10/13/2020	111-7327215-6879	FOA	ANTI-FOG SAFETY GLASSES	
44263		11/04/2020		N		20.00
10/13/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		20.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	20.00

AMAZON.COM	AMAZON.COM	09/29/2020	112-6381637-2051	FOA	NOISE CANCELLING HEADPHONES	
44259		11/04/2020		N		49.99
09/29/2020	,	/ /	0.0000	N		0.00

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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

		11/04/2020		N		49.99
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Open

GL NUMBER	DESCRIPTION	AMOUNT
101-192-727.000	SUPPLIES & POSTAGE	49.99

AMAZON.COM	AMAZON.COM	10/01/2020	112-7949600-7871	FOA	WINDOWS 10 PRO UPGRADE	
44261		11/04/2020		N		199.98
10/01/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		199.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.000	SOFTWARE MAINTENANCE	199.98

AMAZON.COM	AMAZON.COM	09/30/2020	113-1014337-0513	FOA	KEYCHAIN REMOTES FOR WTP	
44260		11/04/2020		N		56.37
09/30/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		56.37

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	56.37

AMAZON.COM	AMAZON.COM	09/24/2020	113-3142332-2858	FOA	COMPUTER MONITOR STAND	
44258		11/04/2020		N		31.75
09/24/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		31.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-740.000	OPERATING SUPPLIES	31.75

AMAZON.COM	AMAZON.COM	09/24/2020	113-7645171-4944	FOA	STYLUS FOR BOB'S TABLET	
44257		11/04/2020		N		30.88
09/24/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		30.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	30.88

VENDOR TOTAL: 471.86

APPLIED	APPLIED IMAGING	10/13/2020	1620706	FOA	7/21/20 - 10/20/20 OVERAGES FOR RICO	
44214	7718 SOLUTION CENTER	11/04/2020		N		395.53
10/13/2020	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		11/04/2020		N		395.53

Open

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Vendor Code	Vendor name	BOTH OPEN AND PAID	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address		CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip		Disc. Date	Disc. %	Sep CK		Net Amount
			Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
101-299-930.000	REPAIRS & MAINTENANCE	395.53

VENDOR TOTAL: 395.53

1400	BS&A SOFTWARE	11/01/2020	131825	FOA	11/1/20 - 11/1/21 PRE AUDIT/TAX SYST	
44255	14965 ABBEY LANE	11/04/2020		N		1,726.00
11/01/2020	BATH MI, 48808	/ /	0.0000	N		0.00
		11/04/2020		N		1,726.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-930.000	REPAIRS & MAINTENANCE	1,726.00

VENDOR TOTAL: 1,726.00

CINTAS	CINTAS CORPORATION	10/19/2020	4064682960	FOA	MATS	
44229	P.O. BOX 630910	11/04/2020		N		40.29
10/19/2020	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		11/04/2020		N		40.29

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	40.29

VENDOR TOTAL: 40.29

CISCO	CISCO SYSTEMS, INC	10/15/2020	161-00059886	FOA	WEBEX FROM 10/15 - 11/14/20	
44272		11/04/2020		N		15.85
10/15/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		15.85

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	15.85

VENDOR TOTAL: 15.85

CMP	CONSTANT MOTION PRODUCTIONS LLC	10/15/2020	23	FOA	STATE OF COMMUNITY 2020 VIDEO	
44231	1016 BALDWIN AVE	11/04/2020		N		5,000.00
10/15/2020	ANN ARBOR MI, 48104	/ /	0.0000	N		0.00
		11/04/2020		Y		5,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-801.000	CONTRACTED SERVICES & RENTALS	5,000.00

VENDOR TOTAL: 5,000.00

ELECSOU	ELECTION SOURCE	10/26/2020	20-55924	FOA	NAME BADGES	
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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
44268	4615 DANVERS DRIVE SE	11/04/2020		N		23.34
10/26/2020	GRAND RAPIDS MI, 49512	/ /	0.0000	N		0.00
		11/04/2020		N		23.34

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-727.000	SUPPLIES & POSTAGE	23.34

VENDOR TOTAL: 23.34

5888	FOSTER, SWIFT, COLLINS & SMITH	09/30/2020	795484	FOA	SEPTEMBER 2020	
44241	313 S. WASHINGTON SQUARE	11/04/2020		N		20,182.30
10/20/2020	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		11/04/2020		Y		20,182.30

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-826.000	LEGAL FEES	2,688.12
401-444-826.000	LEGAL FEES	12,746.68
539-000-826.000	LEGAL FEES	562.50
590-595-826.000	LEGAL FEES	3,802.50
101-101-826.000	LEGAL FEES	315.00
101-400-826.000	LEGAL FEES	67.50
		20,182.30

VENDOR TOTAL: 20,182.30

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/25/2020	182202	FOA	PANDA EXPRESS THRU 9/5/20	
44273	PO BOX 824	11/04/2020		N		507.50
09/25/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/04/2020		Y		507.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
702-000-290.102	PANDA EXPRESS ESCROW	507.50

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	10/20/2020	182829	FOA	M59 EAST WATER MAIN EXT THRU 10/3/20	
44269	PO BOX 824	11/04/2020		N		4,203.60
10/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/04/2020		Y		4,203.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-150.000	WATER CONSTRUCT IN PROGRESS	4,203.60

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	10/20/2020	182831	FOA	M59 SAFETY PATH THRU 10/3/20	
44270	PO BOX 824	11/04/2020		N		390.00
10/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/04/2020		Y		390.00

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GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	390.00
HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	10/20/2020 182834
44271	PO BOX 824	11/04/2020
10/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ / 0.0000
		11/04/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	187.50

VENDOR TOTAL: 5,288.60

0678	HURON CEMETERY MAINTENANCE INC	10/15/2020 2379
44216	P.O. BOX 112	11/04/2020
08/01/2020	HIGHLAND MI, 48357	/ / 0.0000
		11/04/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
209-000-802.000	LAWN/SNOW MAINTENANCE	5,755.00

VENDOR TOTAL: 5,755.00

LOWES	LOWES BUSINESS ACCT/SYNCB	10/13/2020 08524
44245	P.O. BOX 530970	11/04/2020
10/13/2020	ATLANTA GA, 30353-0970	/ / 0.0000
		11/04/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	31.77

LOWES	LOWES BUSINESS ACCT/SYNCB	10/05/2020 09473
44244	P.O. BOX 530970	11/04/2020
10/05/2020	ATLANTA GA, 30353-0970	/ / 0.0000
		11/04/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	63.03

LOWES	LOWES BUSINESS ACCT/SYNCB	09/24/2020 09958
44243	P.O. BOX 530970	11/04/2020
09/24/2020	ATLANTA GA, 30353-0970	/ / 0.0000
		11/04/2020

Open

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		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	66.46

VENDOR TOTAL: 161.26

6645	MICHIGAN MUNICIPAL LEAGUE	10/12/2020	21658	FOA	ZONING ENFORCEMENT OFFICER WEBSITE A	
44238	P.O. BOX 7409	11/04/2020		N		125.76
10/12/2020	ANN ARBOR MI, 48107-7409	/ /	0.0000	N		0.00
		11/04/2020		N		125.76

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-722-900.000	PRINTING & PUBLICATIONS	125.76

6645	MICHIGAN MUNICIPAL LEAGUE	10/12/2020	21669	FOA	PUBLIC WORKS DIRECTOR WEBSITE AD	
44239	P.O. BOX 7409	11/04/2020		N		156.00
10/12/2020	ANN ARBOR MI, 48107-7409	/ /	0.0000	N		0.00
		11/04/2020		N		156.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-900.000	PRINTING & PUBLICATIONS	156.00

VENDOR TOTAL: 281.76

MRWA	MICHIGAN RURAL WATER ASSOCIATION	10/07/2020	OIC-10-26	FOA	TRAINING REGISTRATION - T. BROOKS	
44254	2127 UNIVERSITY PARK DR, STE 340	11/04/2020		N		410.00
10/07/2020	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		11/04/2020		N		410.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-957.000	EDUCATION/TRAINING/CONVENTION	410.00

VENDOR TOTAL: 410.00

MUNICODE	MUNICODE	10/19/2020	349782	FOA	10/1/20 - 9/30/21 MEETINGS SUBSCRIPT	
44228	P.O. BOX 2235	11/04/2020		N		4,600.00
10/19/2020	TALLAHASSEE FL, 32316	/ /	0.0000	N		0.00
		11/04/2020		N		4,600.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	4,600.00

VENDOR TOTAL: 4,600.00

MYWHITEBOA	MY WHITEBOARDS.COM	09/28/2020	114486	FOA	2X3 LINED MARKER BOARD	
44267		11/04/2020		N		123.06
09/28/2020	,	/ /	0.0000	N		0.00

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		Due Date		1099		

Open		11/04/2020		N		123.06
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GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	123.06

VENDOR TOTAL: 123.06

PB PLUMBING	PB PLUMBING	10/19/2020	4986	FOA	50 GALLON WATER HEATER	
44230	2440 W HIGHLAND RD, STE 104	11/04/2020		N		1,300.00
10/19/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/04/2020		Y		1,300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.001	REPAIRS & MAINT - HERO TEEN CTR	1,300.00

VENDOR TOTAL: 1,300.00

1180	PETER'S TRUE VALUE HARDWARE	10/26/2020	55250	FOA	PAINTERS TAPE	
44253	3455 W. HIGHLAND ROAD	11/04/2020		N		7.49
10/26/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		7.49

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	7.49

1180	PETER'S TRUE VALUE HARDWARE	10/14/2020	K55097	FOA	TRASH BAGS	
44213	3455 W. HIGHLAND ROAD	11/04/2020		N		11.99
10/14/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		11.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-740.000	OPERATING SUPPLIES	11.99

1180	PETER'S TRUE VALUE HARDWARE	10/14/2020	K55100	FOA	WINDEX CLEANER & BATHROOM FOAMER	
44215	3455 W. HIGHLAND ROAD	11/04/2020		N		16.56
10/14/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		16.56

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-740.000	OPERATING SUPPLIES	16.56

1180	PETER'S TRUE VALUE HARDWARE	10/19/2020	K55154	FOA	WATER SOFTENER SALT	
44220	3455 W. HIGHLAND ROAD	11/04/2020		N		21.99
10/19/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		21.99

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		Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-740.000	OPERATING SUPPLIES	21.99
1180	PETER'S TRUE VALUE HARDWARE	10/26/2020
44252	3455 W. HIGHLAND ROAD	11/04/2020
10/26/2020	MILFORD MI, 48380	/ / 0.0000
		11/04/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	10.99
VENDOR TOTAL:		69.02

SANMARINO	SAN MARINO EXCAVATING, INC.	10/15/2020	139322	FOA	30 YD DUMPSTER RENTAL	
44223	5550 MITCHEL WAY	11/04/2020		N		475.00
10/15/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/04/2020		Y		475.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	475.00
VENDOR TOTAL:		475.00

STANLEY	STANLEY ACCESS TECH LLC	10/16/2020	906019698	FOA	REPAIR HANDICAP DOOR BUTTON	
44242	P.O. BOX 0371595	11/04/2020		N		1,834.38
10/16/2020	PITTSBURGH PA, 15251-7595	/ /	0.0000	N		0.00
		11/04/2020		N		1,834.38

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	1,834.38
VENDOR TOTAL:		1,834.38

STAPLES	STAPLES	10/17/2020	8060035007	FOA	MISC SUPPLIES	
44221	PO BOX 660409	11/04/2020		N		122.25
10/17/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		11/04/2020		N		122.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	79.87
101-299-727.000	SUPPLIES & POSTAGE	42.38
		122.25

STAPLES	STAPLES	10/24/2020	8060105275	FOA	MISC SUPPLIES	
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Invoice Date	City/State/Zip	CK Run Date	Sep CK		Net Amount
		Disc. Date	Disc. %		
		Due Date	1099		

44251	PO BOX 660409	11/04/2020		N	113.44
10/24/2020	DALLAS TX, 75266-0409	/ /	0.0000	N	0.00
		11/04/2020		N	113.44

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	43.14
101-299-727.000	SUPPLIES & POSTAGE	2.05
101-191-727.000	SUPPLIES & POSTAGE	29.26
101-209-727.000	SUPPLIES & POSTAGE	53.11
101-209-727.000	SUPPLIES & POSTAGE	(14.12)
		113.44

VENDOR TOTAL: 235.69

HUNTINGBAN	THE HUNTINGTON NATIONAL BANK	10/19/2020	10/19/20	FOA	MILLPOINTE SUB RD SPEC ASSMT BOND, S	
44256	PO BOX 1558-GW4E64	11/04/2020		N		10,418.75
10/19/2020	COLUMBUS OH, 43216	/ /	0.0000	N		0.00
		11/04/2020		N		10,418.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
358-000-997.000	BOND INTEREST PAYMENT	10,418.75

VENDOR TOTAL: 10,418.75

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	10/20/2020	51933	FOA	LOGOS ON SHIRTS	
44246	3280 W GRAND RIVER	11/04/2020		N		40.00
10/20/2020	HOWELL MI, 48855	/ /	0.0000	N		0.00
		11/04/2020		Y		40.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-727.000	SUPPLIES & POSTAGE	20.00
101-253-727.000	SUPPLIES & POSTAGE	20.00
		40.00

VENDOR TOTAL: 40.00

W4	W4 SIGNS	10/09/2020	20892	FOA	5X7 POSTCARDS	
44266		11/04/2020		N		179.00
10/09/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		179.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-900.000	PRINTING & PUBLICATIONS	179.00

10/27/2020 05:37 PM
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 DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
 EXP CHECK RUN DATES 11/04/2020 - 11/04/2020
 BOTH JOURNALIZED AND UNJOURNALIZED

Page: 10/10

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

					VENDOR TOTAL:	179.00
WATERTECH	WATER TECH	10/11/2020	48687	FOA	SEPT 2020 SAMPLES	
44219	718 S MICHIGAN	11/04/2020		N		296.00
10/11/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/04/2020		Y		296.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	296.00

VENDOR TOTAL: 296.00

TOTAL - ALL VENDORS: 61,572.69

FUND TOTALS:

Fund 101 - GENERAL FUND	11,680.73
Fund 209 - CEMETERY	5,755.00
Fund 358 - MILLPOINTE ROAD DEBT SERVICE FUND	10,418.75
Fund 401 - CAPITAL PROJECTS FUND	13,390.64
Fund 536 - WATER SYSTEM FUND	1,635.62
Fund 539 - WATER REPLACEMENT FUND	4,766.10
Fund 577 - CABLE TV FUND	9,615.85
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	3,802.50
Fund 702 - TRUST & AGENCY - NEW	507.50

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: October 27, 2020

Recommended Action

Move to approve the presented disbursements under the post-audit resolution.

Discussion

The following disbursements have been made since the last board meeting:

Accounts Payable – \$17,232.48

October 29, 2020 Payroll - \$75,828.75

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY21 budget.

Attachments

Post Audit Bills List 10.26.2020

Payroll for 10.29.2020

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 10/26/2020 - 10/26/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/26/2020	FOA	40763	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,140.90
		40763		STREET LIGHTS	101-448-921.000	43.49
		40763		UTILITIES - ELECTRIC	101-751-920.002	78.86
		40763		UTILITIES	209-000-920.000	14.95
		40763		UTILITIES - ELECTRIC	536-000-920.002	3,061.37
						<hr/> 4,339.57
10/26/2020	FOA	40764	HARTLAND TOWNSHIP GENERAL FUND	MOBILE HOME FEES ESCROW	701-000-290.300	536.00
10/26/2020	FOA	40765	LIVINGSTON COUNTY TREASURER	MOBILE HOME FEES ESCROW	701-000-290.300	2,680.00
10/26/2020	FOA	40766	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	131.27
		40766		EMPLOYMENT EXPENSE	101-172-716.000	37.11
		40766		EMPLOYMENT EXPENSE	101-192-716.000	89.03
		40766		EMPLOYMENT EXPENSE	101-209-716.000	92.20
		40766		EMPLOYMENT EXPENSE	101-215-716.000	60.10
		40766		EMPLOYMENT EXPENSE	101-253-716.000	62.26
		40766		EMPLOYMENT EXPENSE	101-400-716.000	107.85
		40766		EMPLOYMENT EXPENSE	536-000-716.000	76.50
						<hr/> 656.32
10/26/2020	FOA	40767	PETTY CASH (TREASURER)	SUPPLIES & POSTAGE	101-209-727.000	4.39
		40767		EDUCATION/TRAINING/CONVENTION	101-209-957.000	8.12
		40767		SUPPLIES & POSTAGE	101-247-727.000	8.99
		40767		SIDEWALKS	401-444-969.005	30.00
		40767		MILEAGE	536-000-861.000	3.20
						<hr/> 54.70
10/26/2020	FOA	40768	PRINCIPAL LIFE INSURANCE COMPANY	ACCRUED DENTAL BENEFITS	001-000-257.101	113.65
		40768		ACCRUED VISION BENEFITS	001-000-257.102	44.80
		40768		EMPLOYMENT EXPENSE	101-172-716.000	40.36
		40768		EMPLOYMENT EXPENSE	101-192-716.000	80.72
		40768		EMPLOYMENT EXPENSE	101-209-716.000	78.06
		40768		EMPLOYMENT EXPENSE	101-215-716.000	129.27
		40768		EMPLOYMENT EXPENSE	101-253-716.000	156.12
		40768		EMPLOYMENT EXPENSE	101-400-716.000	109.00
		40768		EMPLOYMENT EXPENSE	536-000-716.000	40.36
						<hr/> 792.34
10/26/2020	FOA	40769	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	1,625.12
		40769		EMPLOYMENT EXPENSE	101-172-716.000	527.69
		40769		EMPLOYMENT EXPENSE	101-192-716.000	1,055.38
		40769		EMPLOYMENT EXPENSE	101-209-716.000	1,160.93
		40769		EMPLOYMENT EXPENSE	101-215-716.000	1,392.92
		40769		EMPLOYMENT EXPENSE	101-253-716.000	1,836.01
		40769		EMPLOYMENT EXPENSE	536-000-716.000	527.69
						<hr/> 8,125.74
10/26/2020	FOA	40770	VERIZON WIRELESS	INTERNET	577-000-805.000	47.81

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DB: Hartland

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 10/26/2020 - 10/26/2020

Page 2/2

Check Date	Bank	Check #	Payee	Description	GL #	Amount
			TOTAL - ALL FUNDS	TOTAL OF 8 CHECKS		17,232.48
--- GL TOTALS ---						
001-000-257.100				ACCRUED MEDICAL BENEFITS		1,625.12
001-000-257.101				ACCRUED DENTAL BENEFITS		113.65
001-000-257.102				ACCRUED VISION BENEFITS		44.80
001-000-257.103				ACCRUED STD/LTD BENEFITS		131.27
101-172-716.000				EMPLOYMENT EXPENSE		605.16
101-192-716.000				EMPLOYMENT EXPENSE		1,225.13
101-209-716.000				EMPLOYMENT EXPENSE		1,331.19
101-209-727.000				SUPPLIES & POSTAGE		4.39
101-209-957.000				EDUCATION/TRAINING/CONVENTION		8.12
101-215-716.000				EMPLOYMENT EXPENSE		1,582.29
101-247-727.000				SUPPLIES & POSTAGE		8.99
101-253-716.000				EMPLOYMENT EXPENSE		2,054.39
101-265-920.002				UTILITIES - ELECTRIC		1,140.90
101-400-716.000				EMPLOYMENT EXPENSE		216.85
101-448-921.000				STREET LIGHTS		43.49
101-751-920.002				UTILITIES - ELECTRIC		78.86
209-000-920.000				UTILITIES		14.95
401-444-969.005				SIDEWALKS		30.00
536-000-716.000				EMPLOYMENT EXPENSE		644.55
536-000-861.000				MILEAGE		3.20
536-000-920.002				UTILITIES - ELECTRIC		3,061.37
577-000-805.000				INTERNET		47.81
701-000-290.300				MOBILE HOME FEES ESCROW		3,216.00
				TOTAL		17,232.48

Check Register Report For Hartland Township
For Check Dates 10/29/2020 to 10/29/2020

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/29/2020	FOA	16841	GOODWIN, DENNIS R	200.07	155.50	0.00	Open
10/29/2020	FOA	16842	LAROSE, MICHELLE M	90.00	79.29	0.00	Open
10/29/2020	FOA	16843	PETRUCCI, JOSEPH M	500.00	416.56	0.00	Open
10/29/2020	FOA	16844	VOIGHT, KEITH R	200.00	176.20	0.00	Open
10/29/2020	FOA	16845	ICMA VANTAGEPOINT TRANSFER AGENT	1,308.81	1,308.81	0.00	Open
10/29/2020	FOA	16846	ICMA VANTAGEPOINT TRANSFER AGENT	4,350.14	4,350.14	0.00	Open
10/29/2020	FOA	16847	ICMA VANTAGEPOINT TRANSFER AGENT	1,113.00	1,113.00	0.00	Open
10/29/2020	FOA	DD6792	BAGDON, KELLY M	1,831.41	0.00	1,309.35	Cleared
10/29/2020	FOA	DD6793	BEAUDOIN, DIANA K	1,489.50	0.00	1,265.54	Cleared
10/29/2020	FOA	DD6794	BERNARDI, MELYNDA A	1,229.28	0.00	946.41	Cleared
10/29/2020	FOA	DD6795	BROOKS, TYLER J	1,761.60	0.00	1,259.61	Cleared
10/29/2020	FOA	DD6796	CASE, SUSAN E	1,779.15	0.00	1,181.26	Cleared
10/29/2020	FOA	DD6797	CIOFU, LARRY N	2,583.33	0.00	1,893.61	Cleared
10/29/2020	FOA	DD6798	COLAIANNE, JOSEPH W	680.00	0.00	541.31	Cleared
10/29/2020	FOA	DD6799	DRYDEN-HOGAN, SUSAN A	3,291.57	0.00	2,349.26	Cleared
10/29/2020	FOA	DD6800	FOUNTAIN, WILLIAM J	2,583.33	0.00	2,157.75	Cleared
10/29/2020	FOA	DD6801	FOX, LAWRENCE E	360.00	0.00	317.16	Cleared
10/29/2020	FOA	DD6802	GERMANE, MATTHEW J	500.00	0.00	436.75	Cleared
10/29/2020	FOA	DD6803	GRISSIM, SUSAN L	180.00	0.00	166.23	Cleared
10/29/2020	FOA	DD6804	HARPER, GLENN E	500.00	0.00	416.56	Cleared
10/29/2020	FOA	DD6805	HEASLIP, JAMES B	2,938.79	0.00	1,740.76	Cleared
10/29/2020	FOA	DD6806	HENDRIX, PETER J	71.36	0.00	62.88	Cleared
10/29/2020	FOA	DD6807	HORNING, KATHLEEN A	2,583.33	0.00	1,781.31	Cleared
10/29/2020	FOA	DD6808	JOHNSON, LISA	2,305.83	0.00	1,632.76	Cleared
10/29/2020	FOA	DD6809	KLINE, CORI L	563.48	0.00	489.66	Cleared
10/29/2020	FOA	DD6810	KUMAR, ANDREW M	1,807.80	0.00	1,305.62	Cleared
10/29/2020	FOA	DD6811	LANGER, TROY D	3,533.12	0.00	2,506.01	Cleared
10/29/2020	FOA	DD6812	LOUIS, CASEY	971.49	0.00	633.78	Cleared
10/29/2020	FOA	DD6813	MITCHELL, KYLE J	2,745.12	0.00	2,108.52	Cleared
10/29/2020	FOA	DD6814	MITCHELL, MICHAEL E	180.00	0.00	166.23	Cleared
10/29/2020	FOA	DD6815	MORGANROTH, CAROL L	2,177.08	0.00	1,670.62	Cleared
10/29/2020	FOA	DD6816	MURPHY, THOMAS A	90.00	0.00	79.28	Cleared
10/29/2020	FOA	DD6817	SHOLLACK, DONNA M	1,921.52	0.00	1,395.15	Cleared
10/29/2020	FOA	DD6818	VERMILLION, KAREN L	1,797.32	0.00	1,326.44	Cleared

Check Register Report For Hartland Township
For Check Dates 10/29/2020 to 10/29/2020

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/29/2020	FOA	DD6819	VETTRAINO, ALEXANDER D	713.00	0.00	599.01	Cleared
10/29/2020	FOA	DD6820	WYATT, MARTHA K	3,080.05	0.00	2,228.16	Cleared
10/29/2020	FOA	DD6821	WEST, ROBERT M	5,668.04	0.00	3,777.48	Cleared
10/29/2020	FOA	EFT561	FEDERAL TAX DEPOSIT	12,592.31	12,592.31	0.00	Cleared
10/29/2020	FOA	EFT562	MI DEPT OF TREASURY	3,557.92	3,557.92	0.00	Cleared
Totals:				75,828.75	23,749.73	37,744.47	
Total Physical Checks:			7				
Total Check Stubs:			32				

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: Hartland Schools Winter Maintenance Agreement

Date: October 28, 2020

Recommended Action

Hartland Schools Winter Maintenance Agreement

Discussion

Hartland Township has entered into an annual winter maintenance agreement with Hartland Consolidated Schools for the Hartland Road pathway. The schools maintain the east side of Hartland Road along the school property, and Hartland Township is responsible for the west side of Hartland Road.

Four years ago, both agencies entered into an agreement for HCS to perform the services on the west side of the road for the total annual fee of \$4,000.00. The previous contracted services exceeded \$4,000 due to being conducted on a per time basis.

The proposed agreement presented represents the winter maintenance agreement for the FY2020-21 winter season.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

This item has been reflected in the approved budget.

Attachments



Hartland Township HCS Agreement 2020.pdf

HARTLAND CONSOLIDATED SCHOOLS

9525 Highland Road
Howell, Michigan 48843



Telephone (810) 626-2100
Fax (810) 626-2101

October 20, 2020

Robert West
Township Manager
2655 Clark Road
Hartland, MI 48353

Dear Mr. West,

It has been brought to Hartland Consolidated Schools attention that Hartland Township is requesting assistance with winter maintenance (salting and clearing snow), associated with the Hartland Road pathway west of Hartland Road, because the Township does not have the resources to perform the services in-house.

Hartland Consolidated Schools is willing to enter into a cooperative partnership with the Township to perform the winter maintenance along this section of pathway each season as needed. After discussing the work needed Hartland Consolidated Schools agrees to perform the needed service at a cost of \$4,000 per season. Hartland Township and Hartland Consolidated Schools agrees to meet at the conclusion of each season to review the subsequent year.

Hartland Consolidated Schools has requested use of the entrance of Heritage Park as a school of choice bus stop when, and if, it becomes needed. HCS is requesting that Hartland Township will plow the entrance of Heritage Park, so parents can have a spot to park during loading and unloading of the bus. In return for the plowing of the Heritage Park entrance, HCS will reduce the cost of the above stated sidewalk service by \$1,000 per season.

Hartland Township shall indemnify and hold harmless Hartland Consolidated Schools, its administrators and employees, or agents of the district, from and against all liability, claims, suits, damages, and/or loss and expenses, including but not limited to legal fees arising out of personal injury, loss of life, and/or damages to property, and from any penalty, fine or charge incurred for any violation or breach of any law, rule or regulation when any of the aforesaid injuries or damages are caused or occasioned by the acts, errors, omissions, or negligent acts of the HCS, its employees or agents.

Sincerely,
Matt Marino

Hartland Township agrees to pay Hartland Consolidated Schools \$4,000 per season starting November 1, 2020 through April 1, 2021

Hartland Consolidated Schools

Hartland Township

Date

Date

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: Meter Reading Software Upgrade

Date: October 29, 2020

Recommended Action

Move to approve the proposed meter reading improvement through Sensus Meter Reading Systems and ETNA Supply as presented at a cost not to exceed \$210,000.

Discussion

The Township's current water meter reading system has exceeded its useful lifespan. The system is no longer supported by the manufacture and requires replacement. The proposed cost for the new meter reading system is projected not to exceed \$210,000. Additionally, the maintenance fees associated with the system equate to approximately \$15,000 annually.

Public Works is recommending the Sensus Advanced Metering Infrastructure (AMI) solution. The AMI solution is a fixed network system. Fixed networks systems are the only option available to sustain the Township's current utility surcharge program, which has generated over \$564,000 since inception in 2013.

Fixed network systems eliminate the need for field staff to physically perform meter reads in the field. Additionally, administrative staff can view real time data remotely from Township Hall. Overall, the AMI system will substantially reduce the staff time gather water meter data

The water and sewer rates were adjusted years ago to include a "meter fee" to reflect future meter repairs and replacements. The funding for this improvement is available in the water fund (operations and repair/replacement)

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The equipment cost of \$75,000 will be funded out of 539 Water Repair & Replacement Fund Balance, and depreciated over 10 years – however, no budget amendment is necessary at this time.

The installation of the smart point meter system requires a budget amendment in the 536 Water Operations Fund to increase account:

536-000-741.000 Meter Costs \$135,000

Attachments



Hartland Township AMI Bid with
Installation.pdf



Hartland TWP MI SaaS and Spectrum Lease
Agreement_Original_Agreement_2020-10-
28.pdf



Sensus - Spectrum Lease Agreement
FAQ.pdf

Hartland Township

10/6/20

Description	Quantity	Unit Price	Total Price
RNI Setup Fee	1	\$ 6,365.00	\$ 6,365.00
SA-Enhanced Setup Fee	1	\$ 3,000.00	\$ 3,000.00
Annual RNI Hosting Fee	1	\$ 8,240.00	\$ 8,240.00
Annual SA-Enhanced Hosting Fee	1	\$ 6,760.00	\$ 6,760.00
SA-Enhanced Billing Integration Fee	1	\$ 3,200.00	\$ 3,200.00
RNI Education Fee	1	\$ 4,400.00	\$ 4,400.00
SA-Enhanced Education Fee - Remote	1	\$ 1,000.00	\$ 1,000.00
Sensus M400 Base Station	1	\$ 40,000.00	\$ 40,000.00
Sensus SPM-900 Power & Antenna	1	INCLUDED	
Trimble T41 HHD - Programmer	1	\$ 1,600.00	\$ 1,600.00
Command Link - Programmer	1	\$ 435.00	\$ 435.00
Total			\$ 75,000.00

Description	Quantity	Unit Price	Total Price
Installation Mobilization	1	\$ 2,500.00	\$ 2,500.00
Smart Point Installation (510M)	600	\$ 60.00	\$ 36,000.00
Smart Points 510M - Dual Port(Dual Meter-Irr/House)	600	\$ 150.00	\$ 90,000.00
Smart Points 510M - Single Port	0	\$ 150.00	\$ -
Total			\$ 126,000.00

Project Total \$ 201,000.00

Description	Quantity	Unit Price	Total Price
Annual RNI Hosting Fee - Year 2	1	\$ 8,490.00	
Annual SA-Enhanced Hosting Fee - Year 2	1	\$ 6,960.00	\$ 15,450.00
Annual RNI Hosting Fee - Year 3	1	\$ 8,745.00	
Annual SA-Enhanced Hosting Fee - Year 3	1	\$ 7,170.00	\$ 15,915.00
Annual RNI Hosting Fee - Year 4	1	\$ 9,005.00	
Annual SA-Enhanced Hosting Fee - Year 4	1	\$ 7,385.00	\$ 16,390.00
Annual RNI Hosting Fee - Year 5	1	\$ 9,275.00	
Annual SA-Enhanced Hosting Fee - Year 5	1	\$ 7,610.00	\$ 16,885.00

Description - Optional	Quantity	Unit Price	
Base Station Maintenance - Year 2	1	\$	1,610.00
Base Station Maintenance - Year 3	1	\$	1,695.00
Base Station Maintenance - Year 4	1	\$	1,785.00
Base Station Maintenance - Year 5	1	\$	1,890.00

Software as a Service and Spectrum Lease Agreement

between

Hartland Township, Michigan
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

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

Sensus USA Inc.

Customer: Hartland Township, Michigan

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

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

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: Agreement

- Exhibit A Software
- Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

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

1.

Customer/Lessee Name:		
Attention To:		Name of Real Party in Interest:
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

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

2.

Additional Customer/Lessee Contact Information

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

3.

Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other _____

4.

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

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Please list the names of the Board President and all Board Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a board member member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Board President:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

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

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

10.

Customer/Lessee Certification Statements

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

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

Hartland Township, Michigan			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- Pursuant to 47 CFR 1.9040(a);
 - Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - This Agreement is not an assignment, sale or other transfer of the FCC License;
 - This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that;
 - Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized

distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The Parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. "**Confidential Information**" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. "**Field Devices**" means the SmartPoint Modules.
- E. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. "**FlexNet System**" is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm,

tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

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

A. Software as a Service Generally.

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

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

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

B. Use of Software as a Service.

Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application.

Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.

- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

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

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

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

TMO

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop

environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) Application integration
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
- ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

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

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

2. Support Categories

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

3. Support Hours

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

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

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

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

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

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

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

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

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

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

****Spectrum Lease Agreement****

Frequently Asked Questions

Do we need to complete a spectrum lease agreement if we do not use a FlexNet system?

Yes. It is not only FlexNet that requires an FCC lease. Any radio frequency (spectrum) used by our reading systems, including Touch-read and Radio-read systems, must have a spectrum lease on file with the FCC.

Is there any additional cost associated with the spectrum lease?

No. There is no additional cost to you for the spectrum lease. Any amount allocated to the spectrum lease is paid from the ongoing support already being paid by you.

Do I have to complete this spectrum lease agreement annually?

No. The spectrum lease agreement needs completion one time only. So long as the spectrum is being utilized for Sensus equipment, Sensus will renew the lease indefinitely on your behalf.

When does the lease expire?

There is no definitive expiration on your end. Your lease will last as long as Sensus' license does with the FCC, provided you are still using it for Sensus equipment

What is a Customer FRN?

A Customer FRN is an FCC Registration Number. This field can be left blank if it is unknown. An FRN will be issued by the FCC when we file on your behalf for a spectrum manager lease using your Tax ID.

Which Tax ID should I provide?

The FCC needs the nine digit FEIN (Federal Employers Identification Number) to issue an FRN. A tax exempt number cannot be used.

What does "Name of Real Party in Interest" on the form mean?

A "Real Party in Interest" means the legal entity ultimately responsible for your operations. In most cases, there is no other "Real Party in Interest," in which case the box is left blank. Some examples, however, include a parent company or principle shareholder of the leasing party.

Do I need to provide Additional Contact Information (Section 2)?

Not necessarily. Additional contact information is only applicable if it differs from Section 1. If not applicable, this section may be left blank.

What is FCC Form 602 and how do I know if there is an FCC Form 602 on file?

FCC Form 602 is ownership disclosure information for wireless telecommunications services. Unless you know you have previously filed a Form 602, you can safely assume there is not one on file. The ownership disclosure information will be collected in the body of the spectrum lease agreement and Sensus will file the Form 602 on your behalf.

Who should be designated as the Individual Contact for FCC matters?

The individual contact should be someone who can answer questions from the FCC about the use of the spectrum. The Director of Public Works or similar person is typically the most appropriate.

What is needed in the Ownership Disclosure Information Section?

The names of your governing body need to be listed (i.e. each member of your board, council, committee or other governing body). Each member needs to be marked yes or no in the “US Citizen?” column. It is atypical, however if any member has ownership interests or operational control exceeding 10% in any entity regulated by the FCC, the box should be marked yes and an explanation must be attached defining the percentage of ownership. If there are no ownership interests exceeding 10% needing to be disclosed, the boxes should be marked no. Individual signatures of governing members are not required.

If we are not a government entity, do we need to complete the ownership disclosure section?

Yes. **Every** entity must complete the ownership disclosure section. You may cross out the existing designation and write the appropriate administration of each member (ie: Commission, Council, Superintendent, Manager, etc.).

Do I need to mail a hard copy?

No. Scanned or faxed agreements are perfectly acceptable and preferred for efficiency. Scanned agreements should be emailed to shannon.hearns@sensus.com or faxed to Shannon Hearn at 866-670-8821.

Where do I mail a hard copy requesting full execution and return?

Please mail to the attention of Shannon Hearn at Sensus USA, 8601 Six Forks Rd., Suite 700, Raleigh, NC 27615.

Who can I contact if I need help completing the forms?

Shannon Hearn is more than happy to answer questions and assist in completing the forms. She can be reached via phone at [702 353 9220](tel:7023539220) or email shannon.hearn@sensus.com.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works
Subject: Settlers Park - Mountain Bike Kids Loop
Date: October 28, 2020

Recommended Action

Approve the proposed mountain bike kids loop construction within Settlers Park

Discussion

The Motor City Mountain Bike Association has reached out with a proposal for the final development of the proposed Settlers Park mountain bike trail.

The proposed development consists of a 500' long encircled figure-eight with 6-8 small wooden features spread over the loop. Proposed features include small bridges a few inches above the ground, small wooden berms, and boardwalks on the ground. Features would be wide (32-36") and short (4-8') made of new treated decking along with a base made of new or repurposed treated wood. Other materials could be used also. The wooden features would be secured to buried 4x4 posts that would keep them from moving around unintentionally or being moved intentionally. The proposed loop would have one section (about 50') that would cut through the taller grass area that would be mowed 6' wide and would not contain any features, as it would serve as a kind of a mild "trail" experience for children. All these structures would be safe for children and adults to ride bikes on but would be intended for young children on strider type bikes to navigate.

If Approved by the Township Board, the path will be constructed at no cost to the Township.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

MCMBBA Settlers Kids Loop.pdf

Settlers Park Trail Map.pdf

Settlers Kids Loop Proposal

Goal: To build a small (500' or so) loop at Settlers Park for kids to enjoy, designed with wooden or other material features for children to bicycle on. Suitable for children on strider bikes up to young elementary.

Location: The mowed area behind the bathrooms adjacent to the parking area and retention pond (see below map).

Plan: The loop would be an encircled figure-eight with 6-8 small wooden features spread over the loop. Features include small bridges a few inches above the ground, small wooden berms and boardwalks on the ground. Features would be wide (32-36") and short (4-8') made of new treated decking along with a base made of new or repurposed treated wood. Other materials could be used also. The wooden features would be secured to buried 4x4 posts that would keep them from moving around unintentionally or being moved intentionally. The loop would have one section (about 50') that would cut through the taller grass area that would be mowed 6' wide and would not contain any features. It would serve as a kind of a mild "trail" experience for children. All these structures would be safe for children and even adults to ride bikes on, but would be easy for young children on strider type bikes to navigate.



Reasons: With the popularity of the park's play structure, pavilion, paved trail and natural surface trail we feel that having a small children's loop would contribute to the family-friendly, passive recreation purpose of the park. Many young kids bring bikes to the park and ride up

and down the paved trail causing congestion near the pavilion and play structure. Having an alternative for young kids to enjoy in view of the pavilion and near the play area would be helpful in both alleviating the congestion and would add recreational value to the park. This would give kids another opportunity to be active, enjoy the outdoors and have something to challenge them.

Costs: The MCMBA, in conjunction with other local organizations and donors, will cover the costs for the wooden structures, their installation and their maintenance. Being that most of this area is already mowed by the township, the only additional responsibility for the township would be occasionally weed whipping and an extra pass or two on the “trail” section with a mower. The township has the discretion to place signage for identification and use.

Design: This loop would be based on the award-winning design of the [Sapling Loop](#) found in Lakeshore Park in Novi. The main differences would be that our loop would not need the weed blocking layer or layer of limestone. After consulting with the builders of the Sapling Loop, they regretted installing this as it pools moisture and inhibits drainage, making the area muddy. The Settlers location has wonderful drainage that we do not want to inhibit. This would greatly reduce the costs of the build. The trail itself would be initially roto-tilled and would then wear in with usage, similar to the Loop 3 of the mountain bike trail adjacent to the area of interest. Below please find a link to a video of the Sapling Loop made by Doug Lapp and featuring his daughter Maddy and her determination to ride the loop “cleanly”—that is, without having to put her foot down. Notice that the Sapling Loop is safe but can be challenging for young riders, and that this challenge builds perseverance and fitness in children: these are traits that have a positive impact on children’s development.

Video: [Maddy MTB- Sapling Loop](#)

Name: This would be up to the township. Suggested names are “Little Settlers Loop” or “Young Pioneers Loop.”

Note: The Sapling Loop at Lakeshore Park is found in a corner of the park well away from most of the other park features, with park-goers often unaware of its existence. We feel that the Settlers Park kids loop will have immediate and daily use due to its proximity to the bathrooms, pavilion, parking lot and play structure.

Proposal: We (the Trail Coordinators of Section 21 Trails at Settlers Park) ask permission from the Hartland Township to design and build this small loop under the present MOU with the intention to have it ready by May of 2021, funds permitting.

Thank you for your consideration: Marc Cope, Elliot Klein, Tom Hermann

Settlers Park Trail Map



Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: Water System Update

Date: October 30, 2020

Recommended Action

Board review, questions and discussion

Discussion

Manager West will provide an update on the water system. Any pertinent attachments will be sent under separate cover.

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: To consult with the Township Attorney regarding trial or settlement strategy

Date: October 28, 2020

Recommended Action

Move that the Township Board adjourn to closed session to consult with its attorney regarding trial or settlement strategy in connection with the following case, for the reason that an open meeting would have a detrimental financial effect on the litigating or settlement position of the Township: Hartland Township vs. Ronald R. Broden, Livingston County Circuit Court Case No. 18-030064-CZ

Discussion

The written legal opinion of the Township Attorney will be forwarded to the Board under separate cover.

Attachments

None