



Fulton County Board of Commissioners
Agenda Item Summary

19-0283

BOC Meeting Date
 4/17/2019

Requesting Agency
 Public Works

Commission Districts Affected
 1, 2, 7

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
 Request approval a Resolution authorizing the execution of a Right of Access and Use License Agreement between Kamstrup Water Metering, LLC located in Roswell, GA, and Fulton County for a temporary field study to determine the feasibility for Fulton County’s future use of certain water meters in the County’s water system; Authorizing the Chairman or the County Manager to execute the Right of Access and Use License Agreement, at no cost to Fulton County. Opportunities for field demonstrations of analogous technology may be made available to other companies upon request, at the sole discretion of Fulton County.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
 Fulton County Code Sec. 50-35 - The Board of Commissioners fully authorized and empowered for the general welfare of the county to lay out, establish, construct, maintain, control, regulate, reopen, repair, improve, use, protect and discontinue water systems and they are further authorized and empowered to contract for water supplies and for connections with the improvements or systems which are authorized to be constructed by this law; Code of Georgia 36-10-1; All official contracts entered into by the County shall be in writing and entered on the Board’s minutes.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*
 Yes All People are healthy

Is this a purchasing item?
 No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work:
 Kamstrup Water Metering LLC is a manufacturer of water meters in their Roswell warehouse facility. Kamstrup has recently developed a water meter that utilizes Advance Metering Infrastructure (AMI). AMI allows for the measurement and collection of water usage data directly from the customer’s meter location to the service provide through communication networks. These types of meters generally do not need to be visited by meter reading staff to record the water consumption. Rather, the AMI technology communicates the usage directly to the office for review and billing purposes in real time.

The field testing will allow Fulton County Public Works to evaluate the functionality and performance of the meters under “real-world” usage environments for a 3 year (36 month) testing period.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Kamstrup will provide approximately 360 meters for this trial. Additionally, Kamstrup will provide all communication equipment necessary to transmit the water usage data from the meter to a central sever for Fulton County's review and billing. Cost for setup and removal of all equipment will be borne by Kamstrup.

The evaluation and potential implementation of AMI technology is a part of the Water Resource Management Plan for the Metropolitan North Georgia Water Planning District. Therefore, this demonstration project will allow Fulton County to satisfy this requirement of the Plan. As part of this demonstration period, Fulton County or staff will not provide any endorsement of the product nor is Kamstrup allowed to use Fulton County in any marketing or presentation materials without Fulton County's permission.

Community Impact:

No immediate impacts are anticipated and water customers should not be affected.

Department Recommendation:

The Department of Public Works recommends approval of this Agreement.

Project Implications:

This project will allow Fulton County to evaluate the effectiveness a practical usefulness of AMI in a real world setting without bearing any significant cost.

Community Issues/Concerns:

No issues / concerns have been raised by the community to Public Works staff.

Department Issues/Concerns:

The Public Works staff is not aware of any issues / concerns.

History of BOC Agenda Item:

This is a new item before the Board of Commissioners.

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

19-0283

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	.
Total M/FBE Values	.
Total Prime Value	.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*
 .Not applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*
 Exhibit 1: Resolution
 Exhibit 2: Right of Access and Use License Agreement
 Exhibit 3: Scope of Work
 Exhibit 4: Map of Area - Harlow East and Harlow West

Source of Additional Information *(Type Name, Title, Agency and Phone)*
 Nick Ammons, Deputy Director, Public Works 404-612-7530

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Continued

Procurement

Contract Attached: .N/A	Previous Contracts: .N/A		
Solicitation Number: .N/A	Submitting Agency: .Public Works	Staff Contact: . Nick Ammons	Contact Phone: . 404-612-7530

Description: Request approval of an Agreement between Kamstrup Water Metering, LLC located in Roswell, GA and Fulton County.

FINANCIAL SUMMARY

Total Contract Value:		MBE/FBE Participation:	
Original Approved Amount: .		Amount: .	%: .
Previous Adjustments: .		Amount: .	%: .
This Request: .		Amount: .	%: .
TOTAL: .		Amount: .	%: .

Grant Information Summary:

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

Funding Line 1: .	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: .5/1/2019	End Date: .4/30/2022
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Clark, David	Date: 4/9/2019
X	County Attorney:	Stewart, Denval	Date: 4/9/2019
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 4/9/2019

1 **A RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT OF ACCESS AND**
2 **USE LICENSE AGREEMENT FOR A TEMPORARY FIELD STUDY TO DETERMINE**
3 **THE FEASIBILITY FOR FULTON COUNTY’S FUTURE USE OF CERTAIN WATER**
4 **METERS IN ITS WATER SYSTEM; AUTHORIZING THE CHAIRMAN OR THE**
5 **COUNTY MANAGER TO EXECUTE THE RIGHT OF ACCESS AND USE LICENSE**
6 **AGREEMENT; AND FOR OTHER PURPOSES.**

7
8 **WHEREAS**, the Fulton County Board of Commissioners has an interest in
9 insuring that Fulton County’s infrastructure is technologically up to date, efficient, and is
10 able to deliver effective, high-impact service to the citizens of Fulton County; and

11 **WHEREAS**, Kamstrup Water Metering, L.L.C. (“Kamstrup”), located in the City
12 of Roswell Georgia, has developed water meter technology that allows for the meters to
13 be read remotely without the need for staff to take onsite readings; and

14 **WHEREAS**, the remote features are not currently present in the water meters
15 being used by Fulton County and could result in costs savings to the County if they are
16 deemed reliable and long-lasting; and

17 **WHEREAS**, the Department of Public Works is in favor of Kamstrup conducting
18 a field study (“Field Study”) of approximately 350 of the remote meters within the Harlow
19 East and West communities (the “Field Study Area”) for the sole purpose of assessing
20 the feasibility, performance, accuracy, longevity and the functionality of the remote
21 reading water meters to determine their suitability for future use by Fulton County; and

22 **WHEREAS**, the Field Study will be conducted at no cost to the County and will
23 be carried out with sufficient protections in place, to include, but not limited to,
24 necessary insurance, bonds, letter of credit, and other protections, as set forth in the
25 Access and Use License Agreement, in substantial form as Exhibit “A,” attached hereto

26 and incorporated by reference; and

27 **WHEREAS**, should Fulton County choose to purchase remote reading water
28 meters following completion of the Field Study, such purchase shall be conducted
29 pursuant to a competitive procurement process open to all vendors able to meet the
30 requirements and specifications as determined by the County; and

31 **WHEREAS**, the Fulton County Board of Commissioners deems it to be in the
32 best interest of its citizens to support the testing of remote water meters that could result
33 in substantial savings to Fulton County, should these remote reading functions allow
34 accurate and feasible transmission of metering data for billing purposes; and

35 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners
36 hereby approves the Access and Use License Agreement between Fulton County and
37 Kamstrup Water Metering, L.L.C., in substantial form as Exhibit “A,” attached hereto and
38 incorporated by reference, for a temporary field study to determine the feasibility for
39 Fulton County’s future use on certain water meters in its water system.

40 **BE IT FURTHER RESOLVED**, that the Chairman or the County Manager is
41 hereby authorized to execute the Access and Use License Agreement and any other
42 ancillary documents necessary to effectuate the Field Study.

43 **BE IT FURTHER RESOLVED**, the County Attorney is hereby authorized to
44 approve the Access and Use License Agreement and any other ancillary documents as
45 to form and substance and to make such other or additional modifications that are
46 necessary, to protect the County’s interests prior to execution by the Chairman or the
47 County Manager.

48 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
49 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
50 are hereby repealed to the extent of the conflict.

51 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
52 Georgia, this _____ day of April, 2019.

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54
55 **FULTON COUNTY BOARD OF**
56 **COMMISSIONERS**
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59 _____
60 Robert L. Pitts, Chairman
61 Fulton County Board of Commissioners
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ATTEST:

Jesse Harris, Clerk to the Commission

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66 APPROVED AS TO FORM:
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70 _____
71 Patrise Perkins-Hooker, County Attorney

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74 P:\CALegislation\PubWks\Resolutions\4.10.19.Resolution Approving Kamstrup Meter Field Study.clean.docx
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STATE OF GEORGIA
COUNTY OF FULTON

RIGHT OF ACCESS AND USE LICENSE AGREEMENT
FOR FIELD STUDY WATER METER PROGRAM

This Right of Access Agreement ("License Agreement"), made and entered into this ____ day of ____, 2019, by and between **Kamstrup**, a corporation licensed to conduct business within the State of Georgia (hereinafter "Licensee"), and **Fulton County, Georgia**, a political subdivision of the State of Georgia, whose address for purpose of this License Agreement is 141 Pryor Street, SW, Atlanta, GA 30303 ("Licensor").

WHEREAS, Licensor is the owner and operator of the Fulton County water system; and

WHEREAS, Licensee is the manufacturer of certain novel proprietary water meters and related products which are designed to include many beneficial features that are not present in the model of water meters currently being used by the Licensor. (Specifically the new water meter products (herein described as "Advanced Metering Infrastructure" or "AMI") can be read remotely without the need for staff to take an onsite reading); and

WHEREAS, Licensor currently uses 75,000 non-AMI water meters throughout the Fulton County Water System; and

WHEREAS, Licensee has proposed to conduct a field study (hereinafter the "Field Study") of the AMI technology within a defined and limited portion of the Fulton County water system (Exhibit "1") for the purpose of demonstrating and testing the functionality and performance of AMI in an active functioning water system; and

WHEREAS, the Field Study will involve, at no cost to the County, the installation of approximately 350 AMI meters within the Harlow East and West communities (herein after the "Field Study Area"); and

WHEREAS, the Field Study will provide the Licensor with the benefit of evaluating the suitability and performance of AMI technology, as well as remote transmission of metering data for billing purposes, with no direct expense to the Licensor; and

WHEREAS, the Field Study will provide the Licensee with the opportunity to provide a real world demonstration of this product and service in the proximity of its headquarters and manufacturing facility, located in Roswell, Georgia; and

WHEREAS, Licensor desires to grant a limited, revocable, Licensee (hereinafter, the "License") as is detailed below in this License Agreement for the Field Study.

NOW THEREFORE, for and in consideration of mutually recognized benefit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

and the mutual covenants and agreements contained in this License Agreement, the parties do hereby agree as follows:

1. GRANT OF LICENSE

Licensor hereby grants to Licensee and its agents, contractors and subcontractors, and Licensee hereby accepts from Licensor, a License to access the Field Study Area to conduct the Field Study.

2. USE OF LICENSE

- 2.1. At its sole cost, expense, risk and responsibility, Licensee is granted limited access to the Field Study Area to install the AMI technology only for the purpose of completing the Field Study as specifically described in the Field Study Scope of Work, attached hereto and incorporated herein by this reference as Exhibit "2".
- 2.2. The Licensee shall not use the Field Study Area for any purpose other than the performance of the Scope of Work in accordance with this Limited License Agreement. Licensor agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Field Study Area.
- 2.3. No improvements or changes shall be permitted to be made to the Field Study Area, except those specifically provided for by the Scope of Work, without the express written consent of the Licensor.
- 2.4. During the performance of the Field Study, and until the removal of any installed equipment, the Licensee shall be solely responsible for the maintenance and security of any improvements or changes made to the Field Study Area by Licensee.
- 2.5. The Licensee shall comply with all applicable State, local and Federal laws, regulations, policies and procedures in its use of the Field Study Area including any agreements as it relates the operation and compliance with any State of Georgia regulation, Federal regulation or permits, as to the Licensor's ownership, use, or operation of the water system, and interest in such property, and agrees to operate within the conditions as set forth in any agreements between the State of Georgia and the Licensor.
- 2.6. The Licensee shall be responsible for all funding, equipment and supplies for the performance of the Field Study, including the installation of the AMI technology, and removal of the same if requested by Licensor, according to this License Agreement and in compliance with any State regulations governing the use of the Field Study Area.

3. RESERVATION OF RIGHTS AND INTEREST

The Licensor expressly reserves all rights and interests to its ownership of the water system and the Field Study Area and in no way relinquishes such interest by way of this Agreement. The

Licensee expressly acknowledges that the permissions granted in this License Agreement in no way constitutes a dedication of the Field Study Area; and further acknowledges that any permissions granted in this Agreement are expressly conditioned and subject to Licensor's interest and uses of the Field Study Area.

4. DURATION

It is understood and agreed between the parties hereto that this Limited License is being granted for a temporary period for the above-stated purposes, and that said Limited License shall expire 1,200 days after the execution of this License Agreement, or upon the passage of 30 days following the written request of Licensor or Licensee, whichever occurs first.

5. INTEREST

Licensee hereby acknowledges that by making, executing and delivering this License Agreement, Licensor does not confer upon Licensee any right, title, interest, lease, or estate in the water system or the Field Study Area, nor confer upon Licensee a license coupled with an interest or an easement, and Licensee is estopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the water system or Field Study Area.

6. RESTORATION OF THE PROPERTY

In the event that performance of the Field Study results in any damage or alteration to the Field Study Area or water system, Licensee hereby agrees that within a reasonable time (not to exceed sixty [60] days unless such task is not capable of completion within such period) following completion of the Field Study, Licensee will, at its sole cost and expense, take reasonable steps to restore the Field Study Area or water system to substantially the same condition in which it existed prior to the commencement of the Field Study. Licensee shall require that any contractor retained by Licensee to perform the Field Study shall have in place applicable bonds (i.e., payment and performance bonds) to prevent liens from being placed against the Field Study Area, and shall maintain insurance, naming Licensor as an additional insured. Coverage of said insurance shall survive the termination of this Agreement for the duration of all relevant statutes of limitation.

7. ASSIGNMENT OR TRANSFER

This License Agreement and the License granted herein, may not be assigned or transferred by Licensee, unless approved in writing by Licensor; any attempt to assign this License or License Agreement without the prior assent of the County will result in the immediate automatic termination of the License Agreement.

8. LIABILITY

Licensee, further agrees that Licensee shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expense, and shall indemnify and hold harmless Licensor, its officers, agents, assigns, employees, and commissioners from all claims, actions,

damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of the Licensee, its employees, agents or contractors upon the Field Study Area or any property surrounding the Field Study Area in conducting the permitted activities. Notwithstanding the foregoing, nothing herein shall be construed as a waiver of the Licensor's sovereign immunity and the immunities available to Licensor's officials, officers, employees and agents.

Notwithstanding the foregoing, Licensee shall procure and maintain commercial general liability insurance of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, insuring all activity and conduct of Licensee or any of its employees, agents or contractors while exercising such right of use and access. Licensee shall ensure that Licensor is named as an additional insured on all afore mentioned insurance policies which must be issued by a licensed insurance company reasonably acceptable to Licensor. Licensee, prior to any entry onto the Field Study Area shall furnish to Licensor a certificate of insurance in form and content reasonably satisfactory to Licensor, evidencing the insurance required in this Paragraph. In addition, such policy or policies shall include a waiver of subrogation in favor of Licensor, its employees, agents, commissioners or assigns. The certificate of insurance delivered to Licensor shall reflect such additional insured status and the foregoing waiver of subrogation. Licensee shall provide and maintain a certificate of liability insurance covering its employees, agents or contractors for the duration of the License. In addition, the Licensee shall ensure that any contractors used by Licensee, likewise provide and maintain the same levels of insurance as provided in this Paragraph, and that any contractors shall specifically list Licensor as an additional insured. The provisions of this paragraph shall survive the termination of this Agreement for the duration of all relevant statutes of limitation.

9. DISPUTES

If a dispute arises with respect to any matter related to the performance of this License Agreement, the Parties, or their duly authorized representatives, will attempt to resolve the dispute in good faith, in the first instance, before seeking other options that may be available to the Parties. Except as otherwise provided in this License Agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, shall be submitted to mediation administered by the American Arbitration Association under its Commercial mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. NO OBLIGATION TO PURCHASE

Licensee hereby acknowledges and agrees that by making, executing and delivering this License Agreement, Licensor does not agree, promise, assure, or imply that Licensor will purchase or use any of Licensee's products or services, now or in the future.

11. NOTICES

All notices required herein shall be in writing and delivered to either party at the address contained herein by: (a) hand delivery at the aforementioned address; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) Facsimile immediately followed by a confirmation call. The day upon which such notice is hand delivered, mailed, e-mailed or faxed shall be deemed the date of service of such notice.

To the Licensor: **Fulton County, Georgia**
Department of Public Works
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
Attention: Director of Public Works

With a copy to: **Office of the County Attorney**
141 Pryor Road SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

With a copy to: **Office of the County Manager**
141 Pryor Road SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

To the Licensee: **Kamstrup Water Metering, LLC**
245 Hembree Park Drive, Ste. 110
Roswell, GA 30076
Attention: Jose D. Mena

12. GENERAL PROVISIONS OF THIS AGREEMENT

12.1. The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, ease, or reference, and shall be disregarded in the construction of this Agreement.

12.2. No failure of either party hereto to exercise any right or power granted under this License Agreement, or to insist upon strict compliance by the other party with this License Agreement, and terms and conditions of this License Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this License Agreement.

12.3. This License Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

- 12.4. Should any provision of this License Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- 12.5. This License Agreement may be executed in counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
- 12.6. The termination of this License Agreement shall not operate to cut off any claims or causes of action in favor of Licensor or Licensee which occurred or arose prior to the effective date of such termination.
- 12.7. Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Field Study Area or the condition or suitability thereof for Licensee's purpose.
- 12.8. Licensee shall not place, store, introduce into, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Field Study Area.
- 12.9. This License Agreement supersedes all prior negotiations, discussions, statements and agreements between Licensor and Licensee and constitutes the full, complete and entire agreement between the parties with respect to the Premises and Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this License Agreement. No modification of or amendment to this License Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Licensor and Licensee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereinabove set forth.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED BY LICENSOR, this _____ day of April, 2019.

FULTON COUNTY,
a political subdivision of the State of Georgia

By: _____
Robert L Pitts, Chairman

ATTEST:

By: _____
Jesse Harris, Clerk to the Commission

APPROVED AS TO FORM

Patrise Perkins-Hooker, County Attorney

EXECUTED BY LICENSEE, this _____ day of _____, 2019.

KAMSTRUP , A GEORGIA CORPORATION

By: _____

Notary

SEAL

EXHIBIT “2”

SCOPE OF WORK

1.0 GENERAL PURPOSE

This section describes the purpose and the delivery of the Advanced Metering Infrastructure (AMI) Field Test for Fulton County.

During the Field Test, the functionality and performance of the products will be evaluated and data from the AMI products thoroughly analyzed. In this AMI Field Test study the focus will be to evaluate the following:

- 1.1. Installation of AMI collector (Ease of mechanical installation, Plug and Play functionality, Automatic Connection to central server)
- 1.2. Installation scenario of AMI meter (Ease of mechanical installation, Plug and Play functionality, Automatic Connection to central server, data link verification)
- 1.3. Radio performance (Range and Quality of service)
- 1.4. Overall performance and usability (Customer Feedback, use case coverage).
- 1.5. Upon successful deployment of the demo system, use it as a showcase tool and live model of the system capabilities in our home county, subject to prior consent of Fulton County
- 1.6. This project will provide Fulton County the benefit of evaluating the performance of Advanced Metering Infrastructure (AMI), as well as transmission of metering data for billing purposes, with no direct expense other than staff labor, which should be reduced
- 1.7. Similarly, the project will provide Kamstrup the opportunity to provide a real world demonstration of its products and services in the proximity of its headquarters and manufacturing facility in Roswell, GA
- 1.8. The AMI study will cover all meters installed within the Harlow East and West communities. The target is that large majority of the meters will be read on a daily basis via AMI.

2. PERFORMANCE SPECIFICATIONS

The products in the AMI Field Test are expected to perform according to the below stated requirements:

2.1. Meters

- 2.1.1. The meters will measure with an accuracy of $\pm 3\% < \text{“transition flow”}$ and $\pm 1.5\% \geq \text{“transition flow”}$ according to applicable American Water Works Association (AWWA) standards.
- 2.1.2. The meters will register and communicate data regarding Leak, Burst, Tamper, Dry pipe, reverse flow and low battery state.
- 2.1.3. The meters will have a battery lifetime up to 20 years (10+10y product warranty).
- 2.1.4. Reconfiguration of radio package shall be demonstrated via Radio Frequency configuration interface

2.1.5. The meters will be approved according to the Federal Communications Commission (FCC) and the National Scientific Foundation (NSF)

2.2. Meter Data Management (MDM) System

- 2.2.1. The MDM System will permit the viewing of hourly readings from the installed meters that are read via AMI
- 2.2.2. The MDM System will permit the viewing of performance statistics of daily and hourly readings by meter group
- 2.2.3. The MDM System will permit the viewing of readings from the installed meters that are read via Automatic Meter Reading (AMR)
- 2.2.4. The MDM System will permit the viewing of alarms and set up notifications for high priority codes
- 2.2.5. The MDM System will permit the automatic reading of meters that are covered by the radio network
- 2.2.6. The MDM System will permit the exporting of data on demand or schedule via e-mail
- 2.2.7. The MDM System will permit the visualization of meter positions on a Map
- 2.2.8. The MDM System will permit the importing of customer data from the billing system
- 2.2.9. The MDM System will permit the exporting of meter readings to the billing system

2.3. AMR solution

- 2.3.1. AMR solution will remotely read meters via mobile Android app and radio converter
- 2.3.2. AMR solution will provide in-field synchronization of meter data from the app to the MDM (requires mobile data coverage).
- 2.3.3. AMR solution will retrieve data logs from meters and enable viewing in host software

2.4. Demonstration of Remote Meter Configuration

From the MDM, Kamstrup shall demonstrate the capabilities to change configuration of the meters by selecting from pre-defined data transmission schemes and change one or more of the following parameters: Burst level, Leak level, Temperature minimum level and temperature maximum level. Kamstrup shall demonstrate the capabilities to configure a single meter or group of meters via Radio Frequency (RF) Configuration interface using mobile Android APP function. The configuration range is expected to be up to 250 yards from a meter placed in a normal house-hold installation.

3. AMI FIELD TEST SCHEDULE

3.1 Planning Phase

The Project Plan will be finalized and agreed upon at the project kick-off meeting to be held at a Fulton County office location. The Project Plan will also include the Field Test work schedule. The AMI Field Test Area is defined as Harlow East and Harlow West. Meters and network components for the AMI Field Test Area are to be ordered and delivered to the Fulton County location by the agreed start-up date.

During the Planning Phase, Kamstrup will supply onsite training and education for installation of meters and radio equipment. Fulton County to provide feedback to validate and refine

installation instructions

3.2. Installation Phase

During the Installation Phase, the meters and network components shall be installed by Kamstrup and in accordance with all applicable State and Federal standards. Meters are only to be installed within the agreed upon Field Test Area by a Kamstrup preferred installer (previously approved by Fulton County), and with the supervision of Fulton County and Kamstrup personnel.

Fulton County may participate with Kamstrup in the installation of the Data Collector, if desired.

In order to meet the performance targets, the following must be observed when installing the Data collectors:

- a. The Radio Equipment must be installed at the height agreed upon in the planning phase
- b. The coverage and performance target cannot be expected to be reached when due to break-down of 3rd party communication, such as cellular network or IP-infrastructure
- c. Defective meters or meters not installed according to the instructions are not included in the performance evaluation (this includes meters with no-usage).
- d. Meters are to be installed in existing meter boxes.

3.3. Commissioning Phase

When the installation of meters in the agreed upon Test Study Area has been completed, the Commissioning Phase takes effect. The area shall be analyzed and, if necessary, a list of corrective actions will be prepared and submitted to Fulton County. Kamstrup will perform all required corrective actions to place all equipment in working order satisfactory to both Fulton County and Kamstrup. Once there is contact with every installed meter in the Test Study Area, and stability readings are made, the area will then be handed over to Fulton County for normal operation.

3.4. Evaluation Phase

During the Evaluation Phase:

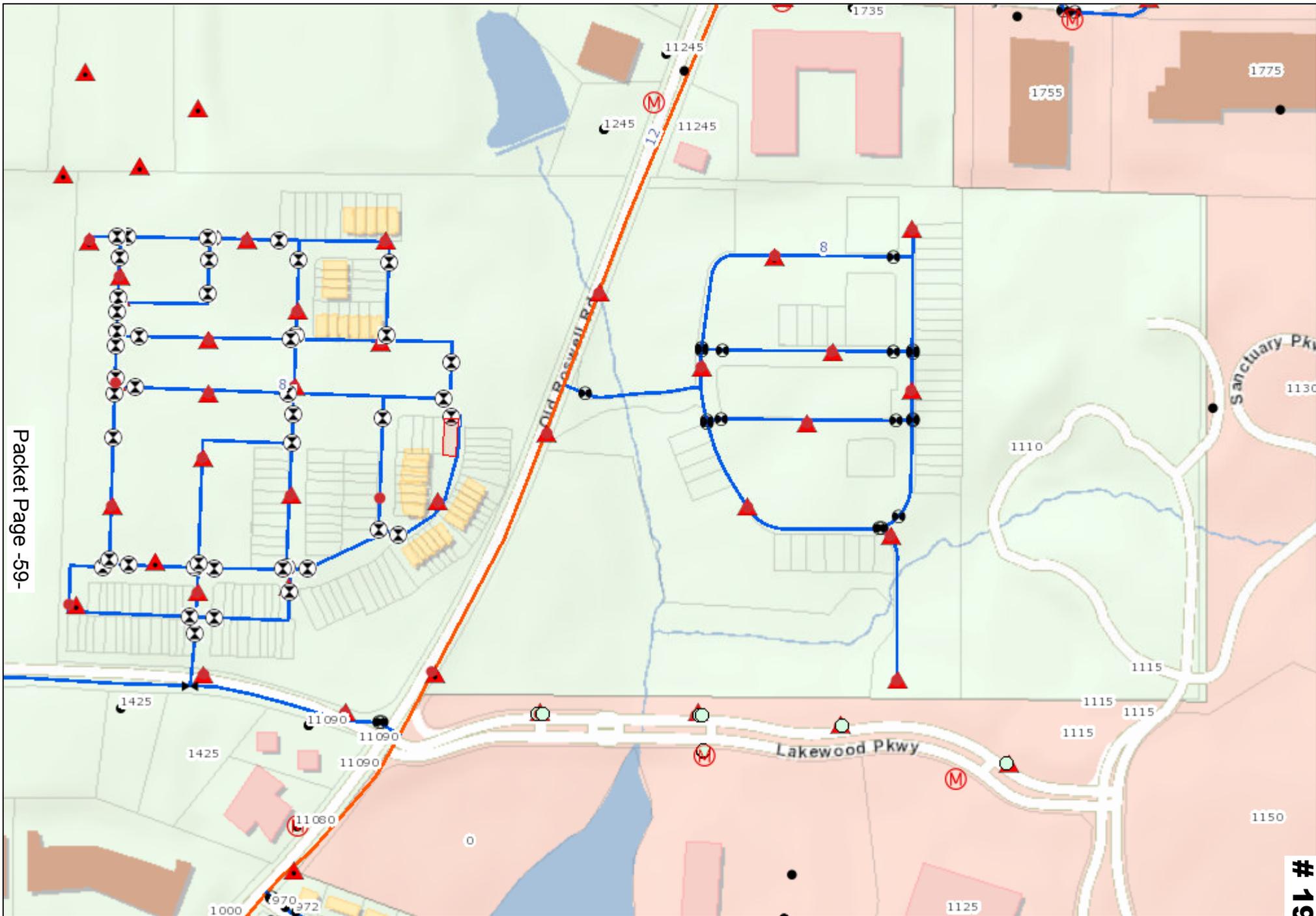
- a. Kamstrup will supply new Firmware as/if required and with assistance from Fulton County, update the meters
- b. Kamstrup shall have the existing meters replaced with Kamstrup meters by a contractor selected by Kamstrup and approved by Fulton County. Fulton County may provide oversight/supervision of meter replacement as deemed necessary.
- c. Kamstrup will supply firmware and update the Radio Collectors as/if required.
- d. Kamstrup will supply and replace any needed radio collector
- e. Kamstrup will supply firmware and update the MDM software as/if required
- f. Kamstrup will manage FCC license grant and any modifications, as required.

4. MISCELLANEOUS

4.1. Access to the Equipment

19-0283

As part of the evaluation and optimization of the AMI Field Test, Kamstrup must have access to the radio equipment during the complete AMI Field Test period. Fulton County will assist with additional labor required for accessing the radio equipment and must ensure that all relevant regulations and rules are followed.



0 0.06 0.12 0.18 mi

Date: 4/3/2019

Map Size: 8.5x11 (LETTER)

Exhibit 1 - Harlow East and Harlow West

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.



Prepared By:
GIS Section
Water Resources Department
Fulton County Government

19-0283