

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

May 11, 2026, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve May 11, 2026, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from April 13, 2026, Meeting**
 - b. Financials April 2026**
 - c. Invoices through May 11, 2026**
 - d. New Billing System Spry point SOW and Master Service Agreement**
 - e. Plante Moran Billing System Integration SOW**
 - f. Stantec On Call Services for 2026**
 - g. Termination Agreement – The Ridge at Harmony Road Filing No. 5**
 - h. Letters of Intent**
 - i. Albrighton**
 - ii. Ram Land Co LLC**
 - i. Water and Plant Investment Transfer Request**
 - i. Hergert Land & Cattle**
 - ii. Larson Farms LLC.**
 - j. Pay Applications**
 - i. Pump Station 1 Pay Application #5 Moltz**
 - ii. County Road 84 Replacement Project**
 - iii. Zone 1 West Transmission Line Pay Application # 1**
- 6. Action: Consider Approval of NWCWD 2026 Water Supply, Demand and Drought Analysis (enclosures)**
 - a. Non-Potable System Supply Alternatives for Saddler and Wildwing Developments**

7. District Manager's Report
 - a. 28 of the 31 Commercial Sector Development Review Letters Complete
 - b. Pump Station 1 Rebuild Complete, startup was May 5, 2026
 - c. Construction Started Zone 1 West Transmission and Tank 1C Project
 - d. Eaton Phase III Landowner Issues

Other Business:

ADJOURN _____ .M.

**MINUTES OF A MEETING OF THE BOARD OF THE
NORTH WELD COUNTY WATER DISTRICT**

HELD APRIL 13, 2026 AT 8:30 A.M. AT

32825 COUNTY ROAD 39, LUCERNE, COLORADO AND VIA TELECONFERENCE

The meeting of the Board of Directors of North Weld County Water District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Attendance

Tad Stout, President
Matt Pettinger, Assistant Secretary
Nels Nelson, Treasurer
J.G. Milne, Assistant Secretary
Anne Hennen, Assistant Secretary

Also present were Eric Reckentine and Garrett Mick, District General Manager; Zachary P. White, Esq., WBA, PC, District General Counsel; Richard Raines and Jan Sitterson, Water Resources; George Oamek, Honey Creek; Jamie Dickinson; and members of the public.

1. Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and Mr. Stout called the meeting to order at 8:30 a.m.

2. Confirmation of Disclosures of Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WBA, PC, with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

3. Action: Approve April 13, 2026, NWCWD Board Meeting Agenda

The Board reviewed the proposed agenda. The following items were added to the agenda under Other Business:

Garney Change Order – Eaton Pipeline;
Garney Pay Application No. 4;
Williams Crossing Agreement;
ELCO/Ft. Collins Water Service to Montava – NEWT III;
CORA Wild Wing Non-Potable.

Upon a motion by Mr. Pettinger and seconded by Ms. Hennen, the Board unanimously approved the agenda as amended.

4. Public Comment

None.

5. Consent Agenda

Mr. Reckentine reviewed the items on the consent agenda with the Board. Mr. Reckentine advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. Upon a motion by Ms. Hennen and seconded by Mr. Nelson, the following items on the consent agenda were unanimously approved, ratified, and adopted:

- a. Minutes from March 23, 2026, Meeting
- b. Financials March 2026
- c. Invoices through April 13, 2026
- d. Buffalo Creek Development Commitment to Serve Letter
- e. Pump Station 1 Change Order and Pay Application, Moltz
- f. Liberty Hill LOI Extension Request
- g. Baessler Plant Investment Transfer
- h. Change Order Reynolds Zone 1 West Pipeline Project
- j. Water Supply and Storage Lease and Rentals
 - i. Bocker
 - ii. Feit
 - iii. Christensen
- k. Approval of Distribution Line Property Acquisition – Zone 1 Project
 - i. Dunamis Consent Agreement Heckman

6. Action: Consider Approval of Resolution No. 20260413-01: Resolution Adopting a Water Service Absorption Fee Policy

Mr. Oamek presented an updated resolution to the Board incorporating revisions directed at the March meeting. Mr. Oamek addressed the Board regarding the creation of benchmarks to increase

the absorption fee over time and proposed tying fee increases to water rate increases at the time the absorption fee is applied. Mr. Oamek recommended adoption of a 15-year recovery period. The Board discussed how the 15-year recovery period applies, and Mr. Oamek recommended always assuming 15 years from the date of absorption, capturing 15 years of lost revenue attributable to the absorption. Upon a motion by Mr. Nelson and seconded by Mr. Pettinger, the Board unanimously adopted Resolution No. 20260413-01, a Resolution Adopting a Water Service Absorption Fee Policy.

7. Action: Notice to Proceed for Zone 1 West Transmission and Tank 1C Construction, Reynolds

Mr. Reckentine presented the Notice to Proceed for Phase 2 of the Zone 1 West Transmission and Tank 1C Construction project with Reynolds, noting that Phase 1 consisted of materials acquisition. Mr. Reckentine reported that the District is ready to get the contractor moving following resolution of outstanding issues with Dunamis O&G Company. Mr. Reckentine further reported that final issues related to Cactus Hill are being worked out and are expected to be resolved prior to the contractor reaching that area. Outstanding issues are expected to be resolved by June and are not anticipated to interfere with project progress. Upon a motion by Mr. Nelson and seconded by Mr. Pettinger, the Board unanimously approved the Notice to Proceed.

8. Discussion: NWCWD SWOT Analysis

Mr. Reckentine presented an update to the District's Strategic Analysis, previously presented to the Board in November, and sought guidance from the Board on strategic priorities. The Board discussed the SWOT Analysis in executive session.

Following executive session, the Board directed staff to prepare and bring back for future Board discussion an action plan and wish list regarding the Fort Collins water treatment study.

9. Executive Session

Upon a motion duly made by Ms. Hennen and seconded by a member of the Board, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 9:02 a.m. for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b) & (e), C.R.S. related to the NWCWD SWOT Analysis.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

The Board reconvened in regular session at 10:23 a.m.

10. District Manager's Report

a. Commercial Sector Development Review Letters

Mr. Reckentine reported that 5 of the remaining commercial sector development review letters are in hydraulic review and the remainder have been sent. Mr. Reckentine noted that some recipients are requesting additional information to verify costs, including John Johnson, for whom a meeting has been requested to discuss a Water Services Agreement for his dairy operation. Mr. Reckentine also indicated that Miller will be coming in soon for a similar discussion.

b. Northern Water C-BT Quota

Mr. Reckentine reported that Northern Water has issued a C-BT quota of 0.8 for the 2026 season.

c. Water Resources Supply Report in May

Mr. Reckentine reported that the Water Resources Supply Report will be presented to the Board at the May meeting.

d. Consumer Confidence Reports sent to Wholesale Customers

Mr. Reckentine reported that Consumer Confidence Reports were sent to wholesale customers in March.

e. Greeley NWCWD Harmony Interconnect Pump Station Bid

Mr. Reckentine reported that the Greeley NWCWD Harmony Interconnect Pump Station project is ready for bid.

Other Business:

Garney Change Order – Eaton Pipeline

Mr. Reckentine presented a change order for Garney related to the Eaton Pipeline, providing additional time for drain tile repair work. The Board approved the change order.

Garney Pay Application No. 4

Mr. Reckentine presented Garney Pay Application No. 4 for Board review.

Williams Crossing Agreement – Zone 1 Project

Mr. Reckentine presented the Williams Crossing Agreement related to the Zone 1 Project. The Board approved the District's non-opposition for the crossing.

ELCO/Ft. Collins Water Service to Montava – NEWT III

Mr. Reckentine reported that ELCO has asked the District to participate in discussions regarding Ft. Collins' plan to serve the Montava development through ELCO's Transmission Line NEWT. Mr. Reckentine noted that the District owns 70% of the NEWT Transmission Line and, accordingly, will need to participate in those discussions. The Board directed staff to engage in the discussions as appropriate.

CORA Wild Wing Non-Potable

Mr. Reckentine reported on a Colorado Open Records Act (CORA) request from Wild Wing related to the Clyde Smith Reservoir non-potable water supply. Mr. Reckentine explained that the District supplies non-potable water to the area through the Becker Well seep ditch and the L&W system, and that Wild Wing was conveyed Clyde Smith Reservoir water by the developer and seeks to use it in the system. Mr. Reckentine reported that the District does not believe the arrangement is workable, as Wild Wing does not have conveyance to the pond without going through the Town, and Clyde Smith Reservoir water alone is insufficient to run the District's pumps and the L&W water is required for operations. Mr. Reckentine noted that the District previously sent Wild Wing an operations plan directing use of Clyde Smith water at year-end. Wild Wing has requested several documents through CORA. The Board directed staff to respond to the CORA request.

Adjourn

There being no further business to come before the Board, following discussion and upon a motion duly made, seconded, and unanimously carried, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved on the _____ day of _____, 2026.

ATTORNEY STATEMENT

REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 9:02 a.m. on April 13, 2026 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to §24-6-402(4)(b) & (e), C.R.S. related to the NWCWD SWOT Analysis, as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

April 30, 2026

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	396,742.27
1015 - COLO TRUST - GENERAL		18,094,507.63
1017 - COLO TRUST- RRR		265,563.25
1020 - COLO TRUST - 2022 BOND		20,502,136.76
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(2,686,342.00)
1050 - CASH RESERVE (CWRPDA)		2,686,342.00
1100 - AR WATER (DRIP)		2,133,806.99
1102 - CUSTOMER DEPOSITS		(139,442.00)
1105 - AR CONSTRUCTION METERS		63,419.44
1116 - ACCOUNTS RECEIVABLE		17,970.50
1150 - PREPAID EXPENSES		1,933.32
1230 - PREPAID INSURANCE		137,610.65
1300 - INVENTORY		2,358,654.31

Total Current Assets 43,833,103.12

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		4,316,733.15
1405 - WATER RIGHTS OWNED		115,514,951.44
1407 - WATER STORAGE		7,051,457.04
1415 - MACHINERY & EQUIPMENT		3,065,560.37
1416 - DEPREC - MACH & EQUIP		(2,267,842.35)
1420 - OFFICE EQUIPMENT		61,730.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		87,726,502.99
1426 - DEPREC - PIPELINES		(29,612,132.26)
1430 - STORAGE TANKS		3,962,163.06
1431 - DEPREC - STORAGE TANKS		(1,971,898.00)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(137,435.11)
1435 - PUMP STATIONS		7,095,784.79
1436 - DEPREC - PUMP STATIONS		(3,285,620.64)
1437 - FILL STATION		14,777.25
1438 - DEPREC - FILL STATION		(5,444.25)
1440 - PAVING		497,320.20
1441 - DEPREC - PAVING		(32,457.38)
1445 - OFFICE BUILDING		1,685,517.41
1446 - DEPREC - BUILDING		(651,554.51)
1454 - CONSTRUCT IN PROGRESS		20,630,398.24

Total Property and Equipment 214,866,133.37

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1466 - Bond Cst of Issue '19		0.37

Total Other Assets 22,849,611.07

Total Assets \$ 281,548,847.56

LIABILITIES AND CAPITAL

Current Liabilities

2216 - CONST MTR DEPOSITS	\$	123,024.94
2022 Arbitrage Liability		1,473,253.00

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Balance Sheet
April 30, 2026

2230 - ACCRUED WAGES	105,579.56	
2231 - ACCRUED COMP ABSENCES	188,478.60	
2232 - ACCRUED INTEREST	575,316.67	
2240 - Retainage Payable	73,526.56	
Total Current Liabilities		2,539,179.33
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,220,000.00	
2223 - Bond Premium '19	556,891.36	
2224 - 2020 BOND PAYABLE	1,800,000.00	
2226 - 01A BOND	32,260,000.00	
2226.1 - 2022 Bond Premium	2,764,513.82	
2229 - PREMIUM ON 2009A LOAN	19,825.57	
Total Long-Term Liabilities		52,621,230.75
Total Liabilities		55,160,410.08
Capital		
2800 - RETAINED EARNINGS	237,143,811.94	
Net Income	(10,755,374.46)	
Total Capital		226,388,437.48
Total Liabilities & Capital	\$	281,548,847.56

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Four Months Ending April 30, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,277,464.97	\$ 3,696,161.68	\$ 16,568,577.00	12,872,415.32	22.31
3111 - WATER ALLOC SURCHARGE	447,434.00	1,359,995.00	3,000,000.00	1,640,005.00	45.33
3112 - PLANT INVEST SURCHARGE	306,337.50	703,872.00	1,500,000.00	796,128.00	46.92
3113 - ADJUSTMENTS	62,382.22	114,705.00	1,500,000.00	1,385,295.00	7.65
3140 - CONST METER USAGE	35,879.72	152,617.89	221,899.00	69,281.11	68.78
3141 - CONSTR METER RENTAL	1,455.00	3,490.00	5,953.00	2,463.00	58.63
3142 - CONSTRUCT METER REPAIR	266.00	6,467.34	595.00	(5,872.34)	1,086.95
OPERATING	2,131,219.41	6,037,308.91	22,797,024.00	16,759,715.09	26.48
3210 INTEREST-COTRUST-GENERAL	112,684.84	487,467.62	2,000,000.00	1,512,532.38	24.37
3220 - PORT PARTONAGE AGFINITY	0.00	337.77	879.00	541.23	38.43
NON OPERATING	112,684.84	487,805.39	2,000,879.00	1,513,073.61	24.38
3310 - TAP (PI) FEES	21,900.00	2,200,950.00	1,100,000.00	(1,100,950.00)	200.09
3311 - DISTANCE FEES	6,500.00	376,000.00	90,000.00	(286,000.00)	417.78
3312 - WATER (ALLOCATION) FEE	0.00	110,250.00	210,000.00	99,750.00	52.50
3314 - INSTALLATION FEES	0.00	14,000.00	351,498.00	337,498.00	3.98
3315 - METER RELOCATION FEE	0.00	0.00	1,757.00	1,757.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	10,404.00	10,404.00	0.00
3330 - COMMITMENT LETTER FEE	100.00	67,900.00	0.00	(67,900.00)	0.00
3331 - REVIEW FEE	540.00	1,620.00	0.00	(1,620.00)	0.00
3332 - REVIEW DEPOSIT	5,000.00	5,000.00	0.00	(5,000.00)	0.00
NEW SERVICE	34,040.00	2,775,720.00	1,763,659.00	(1,012,061.00)	157.38
3410 - WATER RENTAL	16,364.00	16,364.00	19,321.00	2,957.00	84.70
3415 - WSSC RETURN FLOW RENTAL	2,890.50	2,890.50	20,000.00	17,109.50	14.45
AG WATER	19,254.50	19,254.50	39,321.00	20,066.50	48.97
3500 - MISCELLANEOUS	335.84	7,242.83	0.00	(7,242.83)	0.00
3520 - TRANSFER FEES	525.00	2,050.00	10,404.00	8,354.00	19.70
3530 - RISE TOWER RENT	300.00	1,200.00	8,553.00	7,353.00	14.03
3540 - SAFETY GRANT (CSD)	9,217.50	9,217.50	0.00	(9,217.50)	0.00
3560 - BACKFLOW TESTING FEE	(150.00)	(150.00)	0.00	150.00	0.00
MISCELLANEOUS	10,228.34	19,560.33	18,957.00	(603.33)	103.18
TOTAL REVENUES	2,307,427.09	9,339,649.13	26,619,840.00	17,280,190.87	35.09
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	914,179.49	3,487,547.91	2,573,368.42	26.21
4130 - CARRYOVER	0.00	0.00	96,823.59	96,823.59	0.00
4140 - WINTER WATER	0.00	0.00	5,975.46	5,975.46	0.00
4150 - ASSESSMENTS	10,050.00	786,922.84	636,234.04	(150,688.80)	123.68
4160 - RULE 11 FEES	0.00	0.00	69,021.00	69,021.00	0.00
4170 - WATER QUALITY - TESTING	1,262.00	2,502.00	14,857.00	12,355.00	16.84
WATER	(11,312.00)	(1,703,604.33)	(4,310,459.00)	(2,606,854.67)	39.52
4210 - SALARIES, FIELD	186,613.74	584,358.32	1,593,639.00	1,009,280.68	36.67
4220 - SALARIES, ENGINEERING	13,127.36	38,756.27	151,909.00	113,152.73	25.51
4240 - INSURANCE HEALTH	14,221.69	123,075.02	239,000.00	115,924.98	51.50
4250 - RETIREMENT	3,441.44	30,731.66	90,795.00	60,063.34	33.85
4260 - AWARDS	0.00	0.00	1,462.00	1,462.00	0.00
4270 - UNIFORMS	666.00	2,620.92	6,500.00	3,879.08	40.32
4280 - MISCELLANEOUS	0.00	0.00	1,219.00	1,219.00	0.00
EMPLOYEES	(218,070.23)	(779,542.19)	(2,084,524.00)	(1,304,981.81)	37.40
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	3.76	26,423.20	62,424.00	36,000.80	42.33
4411 - LOCATES	0.00	2,934.17	17,687.00	14,752.83	16.59
4412 - FARM PROPERTIES	0.00	0.00	3,121.00	3,121.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Four Months Ending April 30, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	6,047.00	6,047.00	0.00
4414 - CONSTRUCTION METER	0.00	3,845.52	0.00	(3,845.52)	0.00
4415 - WATER LINES (REPAIRS)	(187.00)	20,817.69	473,000.00	452,182.31	4.40
4416 - APPURTENANCE(REPAIR)	0.00	35,061.92	0.00	(35,061.92)	0.00
4417 - METER SETTING	1,350.00	(536.55)	125,000.00	125,536.55	(0.43)
4418 - MASTER METERS	0.00	5,075.00	26,010.00	20,935.00	19.51
4419 - SERVICE WORK	0.00	113,374.60	135,252.00	21,877.40	83.82
4420 - STORAGE TANKS (O & M)	45,206.00	53,699.22	56,182.00	2,482.78	95.58
4430 - PUMP STATIONS (O & M)	321.60	26,809.03	156,060.00	129,250.97	17.18
4435 - CHLORINE STATION	0.00	0.00	5,743.00	5,743.00	0.00
4440 - EQUIPMENT	4,914.42	24,366.06	80,111.00	55,744.94	30.42
4445 - SCADA EQUIPMENT	1,670.90	17,508.40	31,212.00	13,703.60	56.10
4446 - LOCATING EQUIPMENT	0.00	398.77	5,858.00	5,459.23	6.81
4447 - GPS EQUIPMENT	0.00	0.00	28,120.00	28,120.00	0.00
4448 - METER READING EQUIPMENT	0.00	149.68	0.00	(149.68)	0.00
4450 - SHOP/YARD	2,100.26	16,846.68	30,600.00	13,753.32	55.05
4460 - VEHICLES	792.99	63,590.92	108,243.00	44,652.08	58.75
4470 - SAFETY	350.00	24,762.54	21,224.00	(3,538.54)	116.67
4480 - CONTROL VAULTS	0.00	0.00	35,374.00	35,374.00	0.00
OPERATION & MAINTENANCE	(56,522.93)	(435,126.85)	(1,407,268.00)	(972,141.15)	30.92
4500 - ENGINEERING	0.00	0.00	400,000.00	400,000.00	0.00
ENGINEERING	0.00	0.00	(400,000.00)	(400,000.00)	0.00
4600 - ELECTRICITY	1,141.31	37,227.60	0.00	(37,227.60)	0.00
4610 - PRV'S	0.00	257.44	0.00	(257.44)	0.00
4620 - STORAGE TANKS	0.00	0.00	54,122.00	54,122.00	0.00
4630 - PUMP STATIONS	0.00	0.00	79,591.00	79,591.00	0.00
4640 - METER VAULTS	0.00	0.00	53,060.00	53,060.00	0.00
4650 - FILL STATION	0.00	0.00	5,412.00	5,412.00	0.00
ELECTRICITY	(1,141.31)	(37,485.04)	(192,185.00)	(154,699.96)	19.50
4700 - COMMUNICATIONS	100.08	300.24	53,060.00	52,759.76	0.57
COMMUNICATIONS	(100.08)	(300.24)	(53,060.00)	(52,759.76)	0.57
4810 - GENERAL	4,380.76	17,523.04	78,550.00	61,026.96	22.31
4820 - AUTO	1,441.32	5,146.28	21,224.00	16,077.72	24.25
4830 - WORKER'S COMP	12,879.26	47,017.04	79,591.00	32,573.96	59.07
INSURANCE	(18,701.34)	(69,686.36)	(179,365.00)	(109,678.64)	38.85
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	305,847.89	3,025,745.01	8,626,861.00	5,601,115.99	35.07
ADMINISTRATIVE EXPENSE					
5100 - PERSONNEL - ADMIN	682.48	682.48	0.00	(682.48)	0.00
5110 - OFFICE	78,740.05	236,580.77	684,170.00	447,589.23	34.58
SALARIES	79,422.53	237,263.25	684,170.00	446,906.75	34.68
5210 - FICA	21,264.68	66,073.19	144,616.00	78,542.81	45.69
PAYROLL TAXES	21,264.68	66,073.19	144,616.00	78,542.81	45.69
5300 - HEALTH INSURANCE	0.00	0.00	75,000.00	75,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	6,960.57	34,802.28	0.00	(34,802.28)	0.00
HEALTH INSURANCE	6,960.57	34,802.28	75,000.00	40,197.72	46.40
5400 - OFFICE UTILITIES	0.00	1,279.55	0.00	(1,279.55)	0.00
5401 - ELECTRICITY	0.00	2,087.79	10,612.00	8,524.21	19.67
5402 - PROPANE	424.75	3,377.66	7,428.00	4,050.34	45.47
5403 - TELEPHONE	0.00	1,861.18	24,408.00	22,546.82	7.63
5404 - CELL PHONE SERVICE	1,518.64	4,457.67	21,224.00	16,766.33	21.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Four Months Ending April 30, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5405 - CELL PHONE ACCESSORIES	0.00	0.00	531.00	531.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	5,780.00	21,224.00	15,444.00	27.23
5407 - INTERNET	0.00	707.92	637.00	(70.92)	111.13
5409 - SECURITY CAMERAS	1,827.90	7,311.60	12,485.00	5,173.40	58.56
5410 - OFFICE EQUIPMENT	0.00	0.00	520.00	520.00	0.00
5412 - PRINTERS	211.60	1,059.00	12,000.00	10,941.00	8.83
5440 - COMPUTER	0.00	0.00	5,202.00	5,202.00	0.00
5441 - COMPUTER SUPPORT	6,406.00	27,541.00	125,000.00	97,459.00	22.03
5442 - HARDWARE (COMPUTERS)	0.00	6,659.44	0.00	(6,659.44)	0.00
5443 - SOFTWARE	0.00	0.00	200,000.00	200,000.00	0.00
5444 - LICENSES (ANNUAL)	966.67	5,906.43	31,836.00	25,929.57	18.55
5445 - SENSUS METER SUPPORT	0.00	625.91	3,184.00	2,558.09	19.66
OFFICE UTILITIES	12,715.56	68,655.15	476,291.00	407,635.85	14.41
5510 - OFFICE EXPENSES	17,990.48	93,402.52	185,825.00	92,422.48	50.26
5520 - POSTAGE	186.00	265.50	4,080.00	3,814.50	6.51
5530 - BANK / CREDIT CARD FEES	0.00	11,683.98	40,800.00	29,116.02	28.64
5540 - BUILDING MAINTENANCE	0.00	6,047.94	7,140.00	1,092.06	84.71
5580 - DUES & REGISTRATION	0.00	3,417.00	0.00	(3,417.00)	0.00
OFFICE EXPENSE	18,176.48	114,816.94	237,845.00	123,028.06	48.27
5610 - LEGAL	80,418.99	396,726.22	800,000.00	403,273.78	49.59
5620 - ACCOUNTING	54,112.50	58,487.50	90,000.00	31,512.50	64.99
5630 - WATER TRANSFER FEES	0.00	443.00	4,162.00	3,719.00	10.64
5640 - MAPPING - NORTHLINE	0.00	0.00	65,000.00	65,000.00	0.00
5650 - CONSULTANT FEES	0.00	8,185.87	300,000.00	291,814.13	2.73
5660 - MEMBERSHIP FEES	0.00	0.00	62,424.00	62,424.00	0.00
5680 - LAND ACQUISITION	0.00	6,509.69	300,000.00	293,490.31	2.17
PROFESSIONAL FEES	134,531.49	470,352.28	1,621,586.00	1,151,233.72	29.01
VEHICLES	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	273,071.31	991,963.09	3,239,508.00	2,247,544.91	30.62
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	4,250,000.00	4,250,000.00	0.00
STORAGE TANKS	0.00	0.00	4,250,000.00	4,250,000.00	0.00
6300 - PUMP STATIONS	197,032.70	197,032.70	0.00	(197,032.70)	0.00
PUMP STATIONS	197,032.70	197,032.70	0.00	(197,032.70)	0.00
6410 - VEHICLES	0.00	28,071.20	200,000.00	171,928.80	14.04
6440 - OTHER EQUIPMENT	0.00	0.00	200,000.00	200,000.00	0.00
EQUIPMENT	0.00	28,071.20	400,000.00	371,928.80	7.02
6505 - ENGINEERING	168,591.75	383,467.03	1,000,000.00	616,532.97	38.35
6510 - WATER LINES	7,914.24	2,696,642.03	13,700,000.00	11,003,357.97	19.68
SYSTEM	176,505.99	3,080,109.06	14,700,000.00	11,619,890.94	20.95
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	0.00	11,240,000.00	11,000,000.00	(240,000.00)	102.18
6621 - CAPITAL CONTRIBUTIONS	0.00	21,910.61	0.00	(21,910.61)	0.00
6630 - LEGAL (WRM)	0.00	13,210.44	850,000.00	836,789.56	1.55
6640 - STORAGE	4,272.25	12,127.31	0.00	(12,127.31)	0.00
WATER RIGHTS	4,272.25	11,287,248.36	12,050,000.00	762,751.64	93.67

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Four Months Ending April 30, 2026

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6710 - EASEMENTS	0.00	467,905.36	75,000.00	(392,905.36)	623.87
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	786.00	0.00	(786.00)	0.00
LAND/EASEMENTS	0.00	468,691.36	175,000.00	(293,691.36)	267.82
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	377,810.94	15,061,152.68	31,575,000.00	16,513,847.32	47.70
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,307,427.09	9,352,973.27	26,699,307.00	17,346,333.73	35.03
TOTAL EXPENSES	1,966,875.64	20,108,347.73	47,911,674.00	27,803,326.27	41.97
PROFIT/LOSS	340,551.45	(10,755,374.46)	(21,212,367.00)	(10,456,992.54)	50.70

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2026
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: April 30, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		1,367,051.00
Add: Cash Receipts		115,964.40
Less: Cash Disbursements		(1,198,677.01)
Add (Less) Other		112,403.88
Ending GL Balance		396,742.27
Ending Bank Balance		762,619.68
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jan 23, 2025	19579 (25.45)
	Feb 11, 2025	19648 (95.00)
	Mar 10, 2025	19707 (52.00)
	Apr 3, 2025	19770 (27.06)
	Aug 21, 2025	20190 (7.87)
	Sep 30, 2025	20301 (29.94)
	Nov 19, 2025	20422 (218.27)
	Nov 19, 2025	20425 (29.94)
	Nov 25, 2025	20463 (85.41)
	Feb 23, 2026	20737 (90.42)
	Feb 27, 2026	20742 (612.00)
	Mar 20, 2026	20831 (31,735.00)
	Mar 20, 2026	20832 (6,750.00)
	Apr 9, 2026	20886 (10,050.00)
	Apr 21, 2026	20901 (62.82)
	Apr 21, 2026	20902 (13,295.41)
	Apr 21, 2026	20903 (15.85)
	Apr 21, 2026	20904 (754.00)
	Apr 21, 2026	20905 (28.00)
	Apr 21, 2026	20906 (7,000.00)
	Apr 21, 2026	20907 (989.68)
	Apr 21, 2026	20908 (284.10)
	Apr 21, 2026	20909 (100.08)
	Apr 21, 2026	20910 (20.19)
	Apr 21, 2026	20912 (61.08)
	Apr 21, 2026	20913 (40.14)
	Apr 21, 2026	20914 (211.37)
	Apr 21, 2026	20915 (6,406.00)
	Apr 21, 2026	20916 (1,223.50)
	Apr 21, 2026	20917 (880.74)
	Apr 21, 2026	20918 (252.95)
	Apr 21, 2026	20919 (31.14)
	Apr 21, 2026	20920 (31.14)
	Apr 21, 2026	20921 (3.76)
	Apr 21, 2026	20922 (25.00)
	Apr 21, 2026	20923 (79,045.00)
	Apr 21, 2026	20924 (5,521.94)
	Apr 21, 2026	20925 (53.64)
	Apr 21, 2026	20926 (76.05)
	Apr 27, 2026	20927 (186.12)
	Apr 27, 2026	20928 (253.52)
	Apr 27, 2026	20929 (21,068.75)
	Apr 27, 2026	20930 (29.94)
	Apr 27, 2026	20931 (45,206.00)
	Apr 27, 2026	20932 (58.00)
	Apr 27, 2026	20933 (50,000.00)
	Apr 27, 2026	20934 (31.14)
	Apr 27, 2026	20935 (16,594.50)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2026
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: April 30, 2026

Filter Criteria includes: Report is printed in Detail Format.

	Apr 27, 2026	20936	(266.00)
	Apr 27, 2026	20937	(68,617.81)
	Apr 27, 2026	20938	(826.48)
	Apr 27, 2026	20939	(450.00)
	Apr 27, 2026	20940	(7,914.24)
	Apr 27, 2026	20941	(211.60)
			(377,936.04)
Total outstanding checks			
Add (Less) Other			
	Apr 30, 2026	MARS0422	319.75
	Apr 28, 2026	OP0428	1,707.58
	Apr 29, 2026	OP0429	5,921.40
	Apr 30, 2026	OP0430	4,109.90
			12,058.63
Total other			
Unreconciled difference			0.00
Ending GL Balance			396,742.27

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2026
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: April 30, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	18,041,270.79
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	53,236.84
Ending GL Balance	18,094,507.63
Ending Bank Balance	18,094,507.63
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	18,094,507.63

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2026
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: April 30, 2026

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	20,442,688.76
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	59,448.00
Ending GL Balance	20,502,136.76
Ending Bank Balance	20,502,136.76
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	20,502,136.76

Master Subscription Agreement

This Master Subscription Agreement is by and between SpryPoint Services, Inc. (“SpryPoint”) a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and North Weld County Water District (“Client”) with offices at 32825 Co Rd 39, Lucerne, CO 80646 (each a “Party” or collectively “Parties”) and shall come into effect on the date last signed by the Parties (“Effective Date”).

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the Parties therefore agree as follows.

The exhibits attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint agrees to perform the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Master Subscription Agreement
2. Exhibit A – Initial SpryPoint SaaS Subscription Order Form
3. Exhibit B – Service Level Attachment
4. Exhibit C – SpryPoint SaaS Implementation Statement of Work
5. Exhibit D – SpryPoint’s Proposal in response to the Client’s RFP (for reference purposes only; to the extent any term, representation, or commitment in Exhibit D conflicts with or is not expressly reflected in Exhibits A through C or the body of this Agreement, the terms of this Agreement and Exhibits A through C shall govern)
6. Exhibit E – Client’s RFP (for reference purposes only; to the extent any requirement, specification, or term in Exhibit E conflicts with or is not expressly reflected in Exhibits A through C or the body of this Agreement, the terms of this Agreement and Exhibits A through C shall govern)

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

“**Agreement**” means this Master Subscription Agreement, including any exhibits or attachments hereto or any other document explicitly incorporated herein, and any amendments or Order Forms executed by the Parties.

“**Confidential Information**” refers to the following types of material or content one Party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any information Discloser marks or designates as “Confidential” at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be understood by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Confidential Information does not include information that: (i) is lawfully in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to the Discloser’s Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s or any other person’s or entity’s improper or illegal action or inaction; or (iv) is obtained by the Recipient from a third party who had the legal right to disclose such information.

“**Client Data**” means information that is comprised of data obtained from, used in, stored or generated by the Client as the result of the use of the Service.

“Client Input” means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees, or any other person or entity acting at the Client’s direction, relating to the operation or functionality of the Service.

“Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Malicious Code” means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents, or programs.

“Messaging Service” means the messaging capabilities provided with the Service.

“Order Form” means any executed document delineating the Client’s Service(s) and applicable fees.

“Service(s)” means the SpryPoint SaaS Subscription(s) as identified in a SaaS Subscription Order Form and further described in a Statement of Work and SpryPoint Documentation.

“SpryPoint Documentation” means the Service’s standard user manuals and any other accompanying documents related to the Service delivered to the Client.

“SaaS Subscription” means the right to access and use the Service(s) as specified in the SaaS Subscription Order Form, subject to the terms and conditions of this Agreement.

“Subscription Fee or Annual Subscription Fee” means the fee payable annually by the Client for the right to access and use the Service(s) as specified in the SaaS Subscription Order Form, subject to the terms and conditions of this Agreement and its exhibits.

“Updates” means all changes to the Service and SpryPoint Documentation as developed by SpryPoint and made available to the Client.

1. Provision of Service

- a. **SpryPoint Obligations.** SpryPoint shall make the Service available to Client in accordance with the terms of this Agreement.
- b. **Client Obligations.** Client must use the Service in compliance with this Agreement and in accordance with the SpryPoint Documentation. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent and be responsible for unauthorized access to, or use of, the Service and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable laws; or (ii) send or store Malicious Code by way of the Service or its related systems or networks. Client shall designate named contacts to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint Service for which they initiate support requests. Client shall be liable for the acts and omissions of all persons or other legal entities that it allows to access (including unauthorized access) the Service.
- c. **Acceptable Use.** Client acknowledges and agrees that SpryPoint does not police the content of Client Data nor communications of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Service exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and this Agreement. Client is solely responsible for (a) assuring that the disclosure and use of Client Data, content, or information provided to SpryPoint does not violate any applicable law or infringe upon the Intellectual Property Rights of any third party and (b)

using any reports and other materials prepared by Client through the Service in a manner that will not violate any applicable law or infringe upon the Intellectual Property Rights of any third party. Client agrees not to post or upload any content or data into the Service which (aa) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (bb) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (cc) otherwise violates any applicable law; provided, however, that the foregoing restrictions shall not apply to Client's good-faith documentation of customer interactions in the ordinary course of business, including records that may contain objectionable language originating from third parties. SpryPoint may remove any violating content posted or transmitted through the Service, without prior notice to Client. In the event such a removal is necessary, SpryPoint will inform the Client of the removal action and its rationale within 2 business days. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

2. Fees

- a. Invoices and Payment.** All fees are quoted and payable in United States Dollars, unless stated otherwise. All invoiced charges are due net forty-five (45) days from the invoice date. Late payments may accrue interest at the rate of 1.5% per month. All payment obligations are non-cancelable, and all payments made are non-refundable. SpryPoint, without limiting its other rights and remedies, reserves the right to suspend the Service if all undisputed fees due exceed 60 days overdue. All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) directly upon the Client in relation to this Agreement.
- b. Usage Metric Verification Process.** Client has access to self-service usage metrics on demand and within the Service. Client system administrators can add or remove accounts and users as needed. It is the Client's sole responsibility to archive or remove users and accounts if they are no longer being used.

SpryPoint may verify relevant usage metrics through a quarterly audit; the results of which will be shared with the Client. Any within scope use exceeding the usage metrics, as defined pursuant to this Agreement, identified as a result of a quarterly audit will be subject to additional fees based on the then applicable fee per usage metric. Fees accrue in the calendar month the excess use began and will be invoiced coterminous with the then current annual subscription term.

Notwithstanding any quarterly audit referenced above, prior to the issuance of an Annual Subscription Fee invoice SpryPoint will conduct an audit of the relevant usage metric(s) and adjust such Annual Subscription Fee(s) to reflect the usage metric(s) established by such audit.

- c. Messaging Service.** The SpryPoint platform includes messaging services which can be enabled by Client for the purposes of customer alerts and notifications. SpryPoint's Messaging Service includes:

- Inbound and outbound SMS text messaging
- Outbound voice messaging
- Inbound and outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage pursuant to the applicable SaaS Subscription Order Form.

- d. **Service Modification.** A change to the Service, including but not limited to the addition of a new SpryPoint SaaS Subscription or a change to the Client's usage metric quantity for a SpryPoint SaaS Subscription. Service Modifications will be captured in an Order Form.

3. Proprietary Rights

- a. **SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, SpryPoint Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service under this Agreement. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to) (a) reverse engineer, modify, decompile, or copy the Service or SpryPoint Documentation or create any derivative works based on the Service and SpryPoint Documentation; (b) copy any features, functions, interfaces, integrations or graphics of the Service or SpryPoint Documentation; or (c) access the Service or SpryPoint Documentation in order to build any commercially available product or service.
- b. **Client Rights.** SpryPoint hereby grants to Client a non-exclusive, non-transferable, non-perpetual, limited license to use the Service and SpryPoint Documentation during the term in accordance with the terms and conditions of this Agreement.
- c. **License to Host Client's Data.** Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement and subject to the data location requirements set forth in Section 5(e). As between SpryPoint and Client, SpryPoint acquires no right, title, or interest from Client under this Agreement in, or to, Client Data.
- d. **License to use Client's Feedback.** Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction, or other Client Input relating to the Service. SpryPoint shall have no obligation to incorporate Client Input into the Service.
- e. **Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service.

4. Confidentiality

- a. **Confidentiality.** A Party shall not disclose or use any Confidential Information of the other Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other Party's prior written permission or as required by applicable law or by proper legal or governmental authority. If Client is required to disclose SpryPoint Confidential Information pursuant to applicable law or by proper legal authority, Client shall give SpryPoint notice of any such legal or governmental demand and reasonably cooperate with SpryPoint, at SpryPoint's expense, in any effort to seek a protective order or otherwise contest such required disclosure.
- b. **Nondisclosure.** A Party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Party receiving the Confidential Information ("Recipient") from the other Party ("Discloser"): (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure

agreement with Recipient and (b) shall not disclose Confidential Information to any third party without the disclosing Party's prior written consent.

- c. **Protection.** Each Party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event using less than a commercially reasonable standard of care.
- d. **Injunctive Relief.** The Parties agree that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a Recipient discloses or uses any Confidential Information of the Discloser in breach of confidentiality protections hereunder, the Discloser, in addition to any other remedies available, shall have the right to injunctive relief to enjoin such acts.
- e. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. The Discloser will retain all right, title, and interest in and to all of Discloser's Confidential Information.

5. Data Privacy and Security

- a. **SpryPoint Use of Data.** Client hereby grants SpryPoint, during the term, a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- b. **Data Security.** Each Party shall be responsible for establishing and maintaining its own commercially reasonable data privacy and information security policies, including physical, technical, administrative, and organizational safeguards in relation to the Service.
- c. **Unauthorized Disclosure.** If either Party believes there has been a security breach, such Party must notify the other Party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will provide commercially reasonable assistance to the other Party in mitigating such breach.
- d. **Data Ownership:** Subject to the license granted in Section 3(c), The Client shall own all right, title and interest in Client Data; provided, however, that SpryPoint shall retain the right to use aggregated and de-identified data derived from Client Data for purposes of product improvement, benchmarking, and analytics, provided such data cannot reasonably be used to identify Client or any individual. SpryPoint shall not access the Client's User accounts, or Client's Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, (iv) at the Client's written request, or (v) as reasonably necessary to provide the Service in accordance with Section 5(a). Upon termination of this contract, Client Data shall be made available to Client in accordance with Section 10(f).
- e. **Data Location:** SpryPoint shall not store or transfer the Client data outside of the contiguous United States (the lower 48 states and the District of Columbia). This includes backup data and Disaster Recovery locations. SpryPoint will permit its personnel and contractors to access the Client's data remotely only as required to provide technical support. (Remote access to data from outside the contiguous United States is prohibited unless such access is by SpryPoint's personnel or contractors located in Canada, which is hereby approved, or is otherwise approved in advance in writing by the Client).
SpryPoint shall, upon reasonable request and subject to any confidentiality restrictions imposed by its cloud services provider, make available to Client evidence of the security certifications maintained by SpryPoint's cloud services provider for the applicable data center locations.

SpryPoint must notify the Client in writing at least sixty (60) days in advance if SpryPoint changes its cloud services provider from Amazon to another provider.

- f. Data Encryption:** SpryPoint shall encrypt all non-public client data in transit regardless of the transit mechanism.

SpryPoint shall encrypt Client Data at rest. SpryPoint's encryption shall be consistent with commercially accepted industry standards, as validated through SpryPoint's SOC 2 Type II audit program or equivalent third-party certification.

- g. Safeguards against Denial of Service Attacks:** SpryPoint shall ensure commercially reasonable controls remain in place throughout the term of this contract to mitigate the impact of Denial of Service attacks. These controls may include, without limitation, redundancy of core infrastructure, rate limiting, and traffic filtering measures designed to reduce the risk of the infrastructure being rendered unavailable due to volume of requests.

- h. Security Logs and Reports:** SpryPoint shall upon reasonable request, not to exceed once per calendar quarter, provide the Client with security log reports relevant to Client's data and user activity within the Service. This includes the ability for the Client to request a report of the records that a specific user accessed over a specified period of time. Requests exceeding one per quarter, or requiring custom reporting beyond SpryPoint's standard reporting capabilities, may be subject to SpryPoint's then-current professional services rates.

- i. Background Checks:** SpryPoint shall conduct criminal background checks in accordance with applicable law in the jurisdiction where such personnel are located and not utilize any staff to fulfill the obligations of the contract who has been convicted within the seven (7) years preceding the date of assignment to Client's engagement of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty, or, for personnel located outside the United States, the equivalent offense under applicable local law. SpryPoint shall use commercially reasonable efforts to inform and educate SpryPoint's employees and agents regarding the terms of this contract as they pertain to securing Client's information.

- j. Subcontractor Disclosure:** Without limiting SpryPoint's obligations with respect to subprocessors under Section 6, SpryPoint is responsible for the actions of any subcontractors that are delivering professional or implementation services and shall take commercially reasonable steps to ensure that the applicable data security and confidentiality provisions of this contract are flowed down to all such subcontractors.

- k. Business Continuity and Disaster Recovery:** SpryPoint shall maintain a business continuity and disaster recovery plan in accordance with the controls validated through SpryPoint's SOC 2 Type II audit program. SpryPoint's then-current SOC 2 Type II report shall be made available to Client upon reasonable request, subject to applicable confidentiality restrictions.

6. Subprocessors

Client hereby agrees and provides a general prior authorization that SpryPoint may engage the subprocessors identified in the table below to carry out data processing activities in connection with the provision of the Service. SpryPoint shall ensure that each subprocessor has entered into a written agreement that is no less protective than this Agreement including its exhibits. SpryPoint shall be liable for the acts and omissions of any subprocessors to the same extent as if the acts or omissions were performed by SpryPoint; provided, however, that SpryPoint's aggregate liability for the acts or omissions of its subprocessors shall be subject to the limitations of liability set forth in Section 9 of this Agreement. SpryPoint shall notify Client in writing at least thirty (30) days prior to engaging any new subprocessor or replacing an

existing subprocessor. If Client has a reasonable objection to a new subprocessor on data security grounds, Client shall notify SpryPoint in writing within such notice period, and SpryPoint shall use commercially reasonable efforts to make available an alternative. If no alternative is reasonably available, the Parties shall meet in good faith to resolve the objection within fifteen (15) days; provided, however, that Client's objection right shall not apply to subprocessors that are generally recognized and commercially accepted providers of the applicable service category (e. g., major cloud infrastructure, communication API, or support platform providers). If Client does not object within the notice period, Client shall be deemed to have consented to the new subprocessor.

Authorized Subprocessors:

#	Subprocessor	Processing Activity	Categories of Personal Data	Location
1	Amazon Web Services	Cloud hosting and infrastructure	Any personal data submitted to the services	US
2	SendGrid, Inc.	Transactional email delivery	Email addresses, email content, IP addresses	US
3	SolarWinds (Papertrail)	Log management and application monitoring	System log data, IP addresses, device and system identifiers	US
4	Twilio, Inc.	Communication APIs (SMS, voice)	Phone numbers, communication content, IP addresses	US

7. Warranties and Disclaimers

a. From SpryPoint.

- i. **Function:** SpryPoint represents and warrants that, during the term of this Agreement, the Service will perform materially in accordance with the SpryPoint Documentation.
- ii. **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- iii. **Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge the Service does not contain any Malicious Code.

b. From Both Parties.

Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a materially adverse impact on its ability to perform as required by this Agreement.

c. Warranty Remedies.

In the event of a breach of the warranty as set forth in Section 7(a), or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies, after good-faith efforts, Client's exclusive remedy shall be a refund of the subscription

fees actually paid by Client for the twelve (12) month period immediately preceding notice to SpryPoint of such breach or discovery.

- d. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 7(a) AND 7(b) ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED SPRYPOINT DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT INTERRUPTION.

8. Indemnification

- a. **SpryPoint Indemnification.** SpryPoint shall protect, defend, hold harmless and indemnify Client against any loss, damage or costs in connection with claims, demands, suits or proceedings (“Indemnified Claims”) made or brought against Client alleging that the use of the Service infringes any third party’s Intellectual Property Rights; provided, however, that Client: (a) promptly gives written notice of the claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the claim; and (c) provides to SpryPoint, at SpryPoint’s cost, all reasonable assistance. SpryPoint’s obligations set forth in this section do not apply to the extent that such a claim for Indemnification arises out of: (a) Client’s breach of this Agreement; (b) revisions to the Service made without SpryPoint’s written consent; (c) Client’s failure to incorporate Updates; (d) modification of the Service by any person or entity not authorized by SpryPoint to perform such modification; (e) unauthorized use of the Service; or (f) use of the Service in a manner inconsistent with the SpryPoint Documentation or the terms of this Agreement. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the negligence or intentional misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either Party’s option and SpryPoint’s sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.
- b. **Client Indemnification.** Client shall protect, defend, hold harmless and indemnify SpryPoint and its officers, directors, employees, agents, and representatives against any loss, damage or costs in connection with Indemnified Claims made or brought against SpryPoint arising out of or relating to: (a) Client Data, including any claim that Client Data infringes or misappropriates any third party’s Intellectual Property Rights or violates any applicable law; (b) Client’s breach of Section 1(b) (Client Obligations) or Section 1(c) (Acceptable Use) of this Agreement; (c) Client’s use of the Service in violation of applicable law; or (d) Client’s negligence or willful misconduct in connection with the Service; provided, however, that SpryPoint: (i) promptly gives written notice of the claim to Client; (ii) gives Client sole control of the defense and settlement of the claim (provided that Client shall not settle any claim that imposes any obligation on SpryPoint or admits fault on behalf of SpryPoint without SpryPoint’s prior written consent); and (iii) provides to Client, at Client’s cost, all reasonable assistance. Client’s obligations set forth in this section do not apply to the extent that such Indemnified Claim arises out of SpryPoint’s breach of this Agreement, SpryPoint’s negligence or willful misconduct, or a defect in the Service for which SpryPoint is obligated to indemnify Client under Section 8(a).

9. Limitation of Liability

- a. **Clarifications and Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO SPRYPOINT'S INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL SPRYPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.
- b. **Exclusion of Damages.** IN NO EVENT SHALL SPRYPOINT HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION.

10. Term and Termination

- a. **Term of Agreement.** This Agreement shall be valid as of the Effective Date and remain in effect unless terminated pursuant to the terms contained herein.
- b. **Renewal.** The Service shall automatically renew for successive terms of one year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the then current term or the Service has been otherwise terminated in accordance with this Agreement.
- c. **Annual Escalation.** The SpryPoint SaaS Fee Per Usage Metric for the Service, as identified in Exhibit B - Initial SaaS Subscription Order Form, shall be subject to adjustment on each annual anniversary of the Effective Date at the higher of the following:
 - i. in accordance with the change in the USA Consumer Price Index ("CPI") as published by the Government of the United States. The CPI will be determined based on the percentage increase in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to the annual anniversary of the Effective Date
 - ii. 4%.
- d. **Termination for Default.** Either Party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by the other Party if such breach remains uncured at the expiration of such notice period.
- e. **Effect of Termination.** Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service. Termination for any reason shall not relieve Client of the obligation to pay any undisputed fees accrued or due and payable to SpryPoint prior to the effective date of termination.
- f. **Access to Client Data.** Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available in a standard, machine-readable format (such as CSV or JSON) reasonably to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After sixty (60) days, SpryPoint will

have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

11. Messaging

- a. Messaging Service Terms.** If Client elects to use SpryPoint's Messaging Service, these terms will apply. For avoidance of doubt, these terms apply to all SpryPoint SaaS Subscriptions within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications to Client's customers and potential customers (the "Client Customer Communications").
- b. Responsibility and Risk.** Client shall be solely responsible for (a) the form, content, timing and recipients of any Client Customer Communications made or sent by or on behalf of Client using the Service, and (b) to the extent permitted by applicable law, Client shall indemnify and hold SpryPoint harmless from any claim against SpryPoint and its officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising from or relating to the form, content, timing or recipient of any Client Customer Communication made or sent on behalf of Client using the Service or relating to the Messaging Service or any breach by Client of the Agreement including without limitation, these Messaging Service terms. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service.
- c. Telephone Consumer Protection Act ("TCPA").** Client understands and acknowledges that the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. and other federal and state laws (collectively, the "Telephonic Communications Laws") currently place (a) restrictions on certain calls and text messages, and (b) requirements upon entities making certain calls and text messages directly or indirectly through an agent, representative, or platform.
- d. Consents.** Client represents and warrants that prior to making or sending Client Customer Communications using the Service, Client obtains the prior express consent or prior express written consent ("User Consent") of the customer or potential customer, as applicable, to receive Client Customer Communications from or on behalf of Client at the cellular telephone number identified for that customer or potential customer. Client further represents and warrants that no Client Customer Communications will be made or sent using the Service to a customer or a potential customer who has revoked such User Consent (and not re-consented) at the time a Client Customer Communication is made or sent.

Client further represents and warrants that its process for securing User Consent from its customers and potential customers to receive Client Customer Communications complies and will continue to comply throughout the term of the Agreement with the applicable Telephonic Communications Laws and is sufficient to secure prior express consent or prior express written consent, as applicable, from Client's customers and potential customers to receive Client Customer Communications from or on behalf of Client. Client and SpryPoint further understand and agree that Client is and shall remain solely responsible throughout the term of this Agreement for assessing and determining whether the process for securing User Consent complies with the applicable Telephonic Communications Laws.

Client understands and agrees that, for a period of five (5) years after the date of any Client Customer Communication made or sent on behalf of Client, Client shall maintain records of, and make available to SpryPoint within a reasonable time after request, (a) records evidencing the prior

express written consent or prior express consent, as applicable, of each customer or potential customer to receive such Client Customer Communication from or on behalf of Client, and (b) records evidencing Client's compliance with the applicable Telephonic Communications Laws in connection with any Client Customer Communications made or sent by or on behalf of Client. In addition, upon reasonable request and notice from SpryPoint, Client shall cooperate with SpryPoint in good faith to prepare or execute such declarations, affidavits or other similar documents as may be necessary or appropriate to support SpryPoint's defense of any claims against SpryPoint arising from or relating to any Client Customer Communication.

- e. **Compliance.** SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, Client and SpryPoint understand and agree that Client is and shall be exclusively responsible for compliance with all applicable Telephonic Communications Laws in connection with any Client Customer Communications made or sent using the Service. Client further represents and warrants that it maintains (and will continue to maintain throughout the term of the Agreement) policies and procedures to comply with all applicable provisions and requirements of the Telephonic Communications Laws.

12. Insurance

- a. **Coverage.** SpryPoint will maintain the insurance coverage as required in the Client's request for proposal, request for information, as otherwise identified during the applicable bid process, or as otherwise mutually agreed by the Parties.
- b. **Additional Insurance Related Provisions**
 - i. **Subcontractors.** SpryPoint agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by SpryPoint, provide the same minimum insurance coverage required of SpryPoint, except as with respect to limits. SpryPoint agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
 - ii. **Evidence of Coverage.** Prior to the commencement of any Services under this Agreement, SpryPoint shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage as indicated in this Agreement. Upon written request, SpryPoint will provide Client all certificates, as applicable, related to the insurance coverage described herein.

13. Government Client Provisions

- a. **Applicability.** This Section 13 applies if Client is a governmental entity, political subdivision, municipal corporation, public utility district, or other public body ("Government Client"). To the extent any term of this Agreement conflicts with mandatory provisions of applicable law governing Government Clients (collectively, "Government Restrictions"), such term shall be modified as set forth in this Section 13, and the remainder of this Agreement shall continue in full force and effect.
- b. **Indemnification.** The indemnification obligations of Government Client under Section 8(b) of this Agreement shall be limited to the extent required by applicable law. Where applicable law prohibits Government Client from indemnifying or holding harmless a third party, such obligations are reformed so that Government Client is responsible only for losses, damages, and expenses directly attributable to Government Client's own acts, omissions, negligence, or willful misconduct, to the maximum extent permitted by applicable law. For the avoidance of doubt, nothing in this Section 13(b) relieves Government Client of its obligation to pay all fees, charges, and other amounts due under this Agreement.

- c. **Governing Law.** To the extent applicable law requires that contracts with Government Client be governed by the law of Government Client's state, this Agreement shall be governed by the law of Government Client's state with respect to Government Client's rights and obligations hereunder, notwithstanding Section 14(c).
- d. **Dispute Resolution and Jurisdiction.** To the extent applicable law prohibits Government Client from consenting to the exclusive jurisdiction of the courts of the State of Colorado or from waiving objections to venue, disputes with Government Client shall be resolved in a court of competent jurisdiction located in Government Client's state, notwithstanding any contrary provision in Section 14(n) or elsewhere in this Agreement. The escalation procedure set forth in Section 14(n)(a) through (c) shall apply to Government Client disputes to the extent not prohibited by applicable law.
- e. **Confidentiality and Public Records.** Nothing in this Agreement shall be construed to prohibit or restrict Government Client from complying with applicable public records, open records, or freedom of information laws. To the extent Government Client is required by law to disclose information that would otherwise be deemed Confidential Information under Section 4, Government Client shall provide SpryPoint with reasonable prior notice (to the extent permitted by law) and shall cooperate with SpryPoint in seeking any available protective order or confidential treatment.
- f. **Fiscal Funding and Non-Appropriation.** If Government Client's funding authority does not appropriate sufficient funds for the continued performance of this Agreement in any fiscal period, Government Client may terminate this Agreement upon sixty (60) days' prior written notice to SpryPoint, provided that Government Client has exhausted all available legal means to obtain such funding. In such event, Government Client shall pay all fees accrued through the effective date of termination, and SpryPoint shall have no further obligation to provide the Service. Government Client shall not use a non-appropriation termination to circumvent its obligations under this Agreement if funds are available or could reasonably be obtained. This subsection does not create a right of termination for convenience.
- g. **Late Payment.** Notwithstanding Section 2(a), to the extent applicable law limits the rate of interest that may be charged to Government Client, the late payment interest rate shall be the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law for Government Client.
- h. **Automatic Renewal.** To the extent applicable procurement law prohibits Government Client from entering into automatically renewing contracts, the automatic renewal provision in Section 10(b) shall not apply. In such event, this Agreement shall expire at the end of the then-current term unless Government Client affirmatively executes a renewal in writing prior to expiration.
- i. **Residual Obligations.** For the avoidance of doubt, notwithstanding any modifications set forth in this Section 13, Government Client remains subject to all obligations under this Agreement that are not prohibited by applicable Government Restrictions, including without limitation: (a) payment of all fees due under Section 2; (b) compliance with acceptable use terms under Section 1(c); (c) confidentiality obligations under Section 4; (d) data privacy and security obligations under Section 5; and (e) obligations upon termination under Sections 10(e) and 10(f), in each case to the maximum extent permitted by applicable law.

14. Miscellaneous

- a. **Independent Contractor.** SpryPoint and all persons employed by or contracted by SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agents or employees of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this Agreement. This Agreement does not create, nor is it

intended to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

- b. Piggyback.** It is understood and agreed by Client and SpryPoint that any governmental entity may purchase the services specified herein in accordance with terms and conditions of this Agreement. For clarity, pricing to be mutually agreed upon in consideration of SpryPoint's then current rates. It is also understood and agreed that each local entity will establish its own contract with SpryPoint, be invoiced therefrom and make its own payments to SpryPoint in accordance with the terms of the contract established between the new governmental entity and SpryPoint. It is also hereby mutually understood and agreed that Client is not a legally bound party to any contractual agreement made between SpryPoint and any entity other than Client.
- c. Governing Law.** This Agreement shall be governed exclusively by the internal laws of the State of Colorado.
- d. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing.

Notices to the Parties shall be sent to:

SpryPoint Services Inc.	North Weld County Water District
45 Queen Street, Suite #401 Charlottetown, PE C1A 4A4 Attention: Chief Financial Officer	P.O. 56 Lucerne, CO 80646 Attention: Client contact

- e. Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Neither Party's review, provision, acceptance, nor payments for any of the Services provided under this Agreement shall be construed to operate as a waiver of any of such Party's rights under this Agreement or of any cause of action available to such Party arising out of the performance of this Agreement.
- f. Force Majeure.** In no event shall SpryPoint be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances.
- g. Assignment.** Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- h. Severability.** To the extent permitted by the law, the Parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose

to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

- i. **Publicity.** Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client, SpryPoint is authorized to use Client's name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives Service from SpryPoint.
- j. **Amendment.** This Agreement may only be amended in writing by authorized representatives of each Party.
- k. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- l. **Survival.** Sections 2(a) (Invoices and Payment, solely with respect to accrued payment obligations), 3 (Proprietary Rights), 4 (Confidentiality), 5 (Data Privacy and Security, solely with respect to Sections 5(a) through 5(d) and 5(f)), 8 (Indemnification), 9 (Limitation of Liability), 10(e) (Effect of Termination), 10(f) (Access to Client Data), 13 (Government Client Provisions) and this Section 14, together with the surviving provisions identified in the Payment Processing Exhibit and any other provision that by its nature is intended to survive, shall survive any expiration or termination of this Agreement.
- m. **Entire Agreement.** This Agreement, including all exhibits, Order Forms, and Statements of Work incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, and communications, whether oral or written, relating thereto. In the event of a conflict between the terms of this Agreement and any Order Form or Statement of Work, the terms of this Agreement shall control unless the applicable Order Form or Statement of Work expressly states that it is amending a specific provision of this Agreement.
- n. **Dispute Resolution.** The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Agreement in accordance with the following procedure: (a) the Parties' designated project managers shall first attempt to resolve the dispute within ten (10) business days of written notice of the dispute; (b) if the dispute is not resolved at the project-manager level, it shall be escalated to the senior management of each Party, who shall meet (in person or by videoconference) within fifteen (15) business days of such escalation to attempt to resolve the dispute; and (c) if the dispute remains unresolved after the senior management meeting (or thirty (30) business days from the initial dispute notice, whichever is later), either Party may pursue its remedies at law or in equity as provided herein.

Any dispute, claim, or controversy arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Colorado. Each Party irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection that such venue is an inconvenient forum.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Master Subscription Agreement to be executed by its undersigned duly authorized representatives.

North Weld County Water District	SpryPoint Services Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:

Exhibit A – Initial SaaS Subscription Order Form

1. Client Information

This Initial SaaS Subscription Order Form is subject to the terms and conditions of the Master Subscription Agreement between the Parties.

Name (“Client”):	North Weld County Water District, CO
Client Billing Contact Name:	Bernie Frias
Client Billing Contact Phone Number:	970-356-3020
Client Billing Contact Email:	bernief@nwcwd.org
Client Billing Address:	P.O. Box 56, Lucerne, CO 80646

2. Initial Term

The initial term of the SpryPoint SaaS Subscription reflected herein will commence on the Effective Date and continue for a period of one (1) year. The SpryPoint SaaS Subscription shall automatically renew for successive terms of one (1) year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the then current term or the SpryPoint SaaS Subscription has been otherwise terminated in accordance with the Agreement.

3. Invoicing

SaaS Subscription fees are in United States Dollars. The Total Initial Annual SaaS Subscription Fee for the initial year, identified in Section 5 below, will be invoiced upon execution of the Agreement. Thereafter, Client’s Total Annual Subscription Fee will be invoiced annually 30 days in advance of the anniversary of the Effective Date for the duration of Client’s use of the Service(s).

All other fees, including fees associated with the activities identified in Exhibit D, the Implementation Statement of Work will be invoiced per the terms of the applicable Statement of Work, a Change Order (as described within the Statement of Work), or as otherwise mutually agreed to by the Parties, and are not reflected herein. All fees are subject to the Usage Metric Verification Process described in the Agreement.

4. Payment Terms

All invoiced charges are due net forty-five (45) days from the invoice date.

(Continued on Following Page)

5. SpryPoint SaaS Subscriptions

SpryPoint SaaS Subscription Name	SaaS Subscription Description	Implementation Environments Included*	Go-Live Environments Included after*	Usage Metric	Usage Metric Quantity	Fee Per Usage Metric	Initial Annual Subscription Fee
SpryCIS – Customer Information System	SpryCIS supports customer service and account management including meter reading including consumption and usage data; meter inventory records including location data and billing related inventory records; field service order requests; rate, fee and tariff storage for mass calculation; billing calculation and statements; and financial processing including payment, adjustment, past due collection actions and notifications; unpaid debt processing; financial reconciliations.	Production (1) Staging (1) Test (1)	Production (1) Staging (1)	Active Accounts ¹ per Client Service ² First Client Service	7,000	\$5.00	\$35,000.00
SpryEngage – Customer Engagement Platform	SpryEngage supports customer self-service and engagement functions. Customer facing: customer registration and login; mobile access; profile management; alert sign-up and delivery; guest access; interactive bill display; electronic billing payment processing; and electronic forms submissions. Administrative: administrative dashboard; reporting and analytics; customer masquerading	Production (1) Staging (1)	Production (1) Staging (1)	Active Accounts ¹	7,000	\$1.50	\$10,500.00
SpryMobile – Mobile Field Service	SpryMobile supports the creation of short cycle work with real-time connectivity to SpryCIS (service orders; scheduling; dispatch; mapping GIS layers; MyWork; notifications)	Production (1) Staging (1)	Production (1) Staging (1)	Full Users ³	5	\$1,200	\$6,000.00
				Light Users ⁴	0	\$600	\$0.00

SpryPoint SaaS Subscription Name	SaaS Subscription Description	Implementation Environments Included*	Go-Live Environments Included after*	Usage Metric	Usage Metric Quantity	Fee Per Usage Metric	Initial Annual Subscription Fee
Total Initial Annual Subscription Fee							\$51,500.00

¹ “**Active Accounts**” means the maximum annual quantity, in blocks of 500, licensed and available to Client in the production environment over a 12-month period. An account is no longer considered Active when the “Account State” field is automatically moved to Inactive by the System as determined by Client configuration decisions. In most cases the Account State is considered inactive when the Account is ineligible to receive a new Billing Statement and is no longer subject to ancillary processes such as penalties, collections routines, or external communication from SpryCIS.

² “**Client Service**” means a utility service provided by the Client and supported by the SpryPoint SaaS Subscription identified above.

³ “**Full User**” means a user who can access SpryMobile’s full functionality to create, edit and share data.

⁴ “**Light User**” means a user who has read-only access to SpryMobile functionality.

⁵ “**Testable Assembly**” means an assembly subject to test notices and test entry submissions.

* Upon mutual agreement between SpryPoint and Client, other environments may be established for specific purposes throughout

Messaging Service Fees	
invoiced quarterly for actual usage or as otherwise described below exclusive of any applicable communications service or telecommunication provider (e.g., carrier fees or surcharges)	
Inbound and Outbound SMS Messaging	\$0.02 per message segment A message segment consists of a maximum of 160 characters. A message containing more than 160 characters, will be billed per 160-character message segment.
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000.00 per year

Exhibit B – Service Level Attachment

1. Introduction and Overview.

SpryPoint’s applications are delivered as a service in the cloud. Integrating software development and support is the optimal way to serve Clients. SpryPoint’s Client Success Team works with the product engineers that build, implement, test, and maintain our applications.

This SLA, which outlines the level of service and responsibilities of SpryPoint in the subscription to the Service(s) is specific to SpryPoint’s software-as-a-service applications operating in a Production Environment. Any non-Production Environments or Staging Environments are expressly excluded from this or any other Service Levels.

This SLA outlines the level of service and responsibilities of SpryPoint which are included in the subscription to the Service, there may be instances where a Support Request is beyond the scope of the original contract, or the service level as outlined in this SLA. Such requests, including requests for new features and/or functionality (“Enhancements”), may be subject to additional fees which will be mutually agreed to in writing before any work is to begin.

2. Definitions.

These terms shall have the following meanings whenever used in this SLA.

“Business Hours” 8:00 a.m. – 4:00 p.m. Eastern Time, Monday – Friday (excluding holidays).

“Demarcation Point” the outermost point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and applications provided by SpryPoint.

“Environment” provides resources and services over the Internet and access through a web browser or client software.

- Production Environment – an Environment where the latest version of the SpryPoint application is deployed and available to the intended users.
- Staging Environment – an Environment that mirrors the Production Environment as closely as possible used for final testing and validation before deployment.

“Impact” the influence of an event on the organization or organization’s customers.

“Issue” a disruption to everyday operations that may or may not have significant consequences.

“Outage” the Service is unavailable for reasons other than Scheduled Maintenance.

“Resolution Target” the projected number of Business Hours, following root cause identification, to Issue resolution.

“Scheduled Maintenance” planned maintenance activities.

“Severity” a measure of the functional Impact of an Issue.

“Support Hours” 8:00 a.m. – 8:00 p.m. Eastern Time, Monday – Friday (excluding holidays).

“Support Request” a request submitted to SpryPoint’s technical experts to support the resolution of an Issue.

3. Application Scope of Service/Responsibilities.

The table below describes the application support functions provided as it relates to the Service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Service Request Management		
Provide technical and functional troubleshooting	Lead	Assist
Work with Client to determine if an Issue is for new system functionality (change) or requires assistance (bug)	Lead	Assist
Provide analysis of recurring Issues and establish a resolution or work around for such Issues.	Lead	Assist
Provide root cause feedback for all Severity Level 1 Issues	Lead	Assist
Escalate Issues as needed	Lead	Assist
Promptly report Outages and Service interruptions of any component or environment.	Lead	Assist
Application Support		
Provide application support to the functional process owners	Lead	Assist
Provide service availability management and support	Lead	N/A
Security Administration		
Provide application security maintenance and administration	Lead	N/A

4. Issue Support.

Client agrees to follow escalation procedures identified in Section 9.3 below and is responsible for basic support functions such as user password management, navigation, etc.

- a. **Issue Reporting.** The Client shall designate one or more individuals to submit Support Requests to SpryPoint. These individuals must be trained on the SpryPoint applications for which they initiate Support Requests.
- b. **Submit a Support Request by:**
 - Support widget (must be enabled in-app)
 - SpryPoint Helpdesk Portal - support.sprypoint.com
 - Email – support@sprypoint.com
 - Phone - 855.TRY.SPRY

Support Requests can be submitted 24 hours a day, 7 days a week, 365 days a year. Support is provided during Support Hours. For clarity, support will be provided immediately for Issues determined, as identified

in Table 4.2, to be of Severity Level 1. SpryPoint’s Client Success Team will evaluate the Severity Level and address tickets according to the Severity Level characteristics identified in Section 4 (c).

c. Issue Prioritization Examples and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
<p style="text-align: center;">1 Urgent</p>	<p>Client’s business is not operational due to significant performance Issues or Outage, creating a substantial financial or customer Impact.</p> <p>Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional for which there is no immediate work around.</p> <p>Urgent Issues have top priority until resolved.</p> <p>Examples of Severity 1 Issues include:</p> <ul style="list-style-type: none"> • Outage • Unresponsive key function such as billing calculation or processing 	<p style="text-align: center;">1 Business Hour</p>	<p style="text-align: center;">4 Business Hours</p>	<p style="text-align: center;">1 Business Hour</p>
<p style="text-align: center;">2 Critical</p>	<p>Client’s business is operational but the ability to perform business functions is severely Impacted.</p> <p>Critical business function(s) is partially operational or operational by use of a short-term workaround.</p> <p>A critical business function(s) is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials.</p> <p>Examples of Severity 2 Issues include:</p> <ul style="list-style-type: none"> • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly 	<p style="text-align: center;">2 Business Hours</p>	<p style="text-align: center;">16 Business Hours</p>	<p style="text-align: center;">4 Business Hours</p>

Severity Level	Example	Response Target	Resolution Target	Update Frequency
3 Restricted Use	<p>The Service(s) is experiencing an Issue that can be worked around but is Impacting client's efficient use of the Service(s). The Client is operational but with reduced efficiency.</p> <p>Examples of Severity 3 Issues include:</p> <ul style="list-style-type: none"> • Single account Issue • Business function has a slight restriction of function of noncritical nature • A work around is required to maintain normal operations • Non-performance Impacting defect 	4 Business Hours	160 Business Hour s	40 Business Hours
4 Not Urgent	<p>The Service(s) is fully functional but may contain a cosmetic flaw or misspelling.</p> <p>There is no operational, financial, or customer Impact.</p> <p>Examples of Severity 4 Issues include:</p> <ul style="list-style-type: none"> • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries 	8 Business Hours	200 Business Hours	Upon resolution

d. Issue Resolution. Issue Resolution indicates that the Issue has been addressed and resolved, pending confirmation from Client. If for any reason Client is not satisfied with the resolution, Client may request the Issue to be re-opened. For the avoidance of doubt, the Response Targets and Resolution Targets set forth in Section 4(c) are performance goals and not service level commitments; failure to meet such targets shall not constitute a breach of this Agreement or entitle Client to any remedy.

5. Service Maintenance.

The primary contact for the ongoing maintenance and support of the application is SpryPoint's Client Success Team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window during which time normal production services may not be available. Client specific system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client's IT system maintenance windows and outside the hours of 6:00 a.m. to 8:00 p.m. Eastern Time.

There may be some instances where updates are required immediately or within a short timeframe to maintain the integrity or functionality of SpryPoint applications. In such cases, SpryPoint will notify Client's designated contact of unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time. SpryPoint will promptly notify Client's designated contact of any downtime and provide confirmation once full functionality is restored.

In extraordinary circumstances, it may be necessary to take the system offline or otherwise prevent access to applications. This would be the result of an exceptional situation (i.e., a zeroday vulnerability) where SpryPoint would take preventive action to mitigate any potential adverse impact.

6. Device and Operating System Support.

SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions for any reported bugs, defects, Issues, etc., provided that the Services are not otherwise impaired at the start of the then-current term and has been properly maintained by Client in accordance with SpryPoint's policies. SpryPoint is not required to support its applications in the following circumstances:

- Hardware that is no longer supported by its manufacturer. (e.g., iPhone 8, Samsung Galaxy S20 Series)
- Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).
- Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Service(s).
- Issues that are a result of electrical failure, internet connections problems, and all data Issues deemed to be under Client's exclusive control and responsibility including but not limited to: data input and output are outside the scope of this Attachment.

Maintenance for unsupported operating systems and/or hardware may be available to clients at an additional charge.

7. Support Hours.

After-hours, on-call support is available upon request. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be at the then current billable rate.

8. Holidays.

Response to Support Requests, other than Severity Level 1, may be delayed up to 24 hours during holidays observed by SpryPoint as identified below:

Holiday	Date (on or around)
New Year's Day*	January 1
Family Day/Heritage Day/Islander Day (CA) / President's Day (USA)*	Third Monday in February
Good Friday	Friday before Easter
Victoria Day	Third Monday in May

Canada Day*	July 1
Civic Holiday	First Monday in August
Labour Day	First Monday in September
National Day for Truth and Reconciliation*	September 30
Thanksgiving Day (CA) / Columbus Day (USA)	Second Monday in October
Remembrance Day*	November 11
Christmas Day*	December 25
Boxing Day*	December 26

*If holiday falls on a weekend, it will be observed the following Monday.

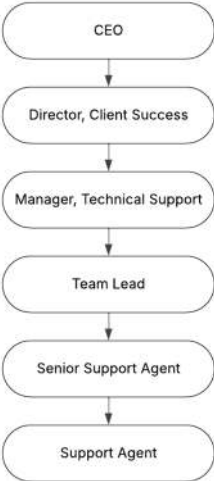
9. Service Availability.

SpryPoint will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.5% within a given calendar month. "Monthly Uptime Percentage" is calculated as: $(\text{total minutes in month} - \text{Downtime minutes}) / \text{total minutes in month} \times 100$, where "Downtime" means the Service is unavailable for reasons other than Scheduled Maintenance or any exclusion in Section 9 (a).

- a. **Exclusions Exceptions and Limitations.** This does not apply to any Service performance Issues caused by factors; (i) that are outside of SpryPoint's reasonable control, including any force majeure event, internet access, or related Issues beyond the Demarcation Point of SpryPoint; (ii) that result from Client's equipment software or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third party equipment within our direct control); (iii) that result from any Scheduled Maintenance; (iv) that result from beta, pilot, or pre-release features; (v) that result from Client's modifications to the Services or use of the Services in a manner not authorized by documentation; (vi) that result from usage exceeding documented API rate limits or system capacity thresholds; or (vii) that arise from SpryPoint's suspension and termination of Client's right to use the Service(s).
- b. **Service Credits.** In the event of a failure by SpryPoint to meet the Monthly Uptime Percentage of 99.5% as defined herein, as the Client's sole and exclusive remedy, at Client's request made in writing within thirty (30) days after the end of the affected calendar month, SpryPoint will provide Service Credits in accordance with the following; provided that the total Service Credits for any calendar month shall not exceed fifty percent (50%) of the Subscription Fee for that month:
 - First month of missed Monthly Uptime Percentage SpryPoint and Client will meet to discuss possible corrective actions
 - Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
 - Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
 - Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application

- Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
- Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
- More than six consecutive months: Within thirty (30) days of such failure , and subject to the parties first meeting in good faith to discuss remediation efforts, Client shall have the option to terminate the entire Agreement upon sixty (60) days' prior written notice and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective
- Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement the Service Credits would be paid directly to the Client

c. Escalation. In the unlikely event that a Client needs to escalate an Issue beyond the Support Analyst responsible for your Issue, the following is the path of that escalation:



If the Client is unable to get appropriate support from the assigned support agent, they may escalate to csleads@sprypoint.com.

Exhibit C – SpryPoint SaaS Implementation Statement of Work



Experience the Difference



Exhibit C
Statement of Work

Table of Contents

Table of Contents

1. Introduction	4
2. Scope of Work	4
2.1. Products included in Scope	4
2.2. Overall Project Approach	5
2.2.1. Project Initiation	5
2.2.2. Analysis	6
2.2.3. System Configuration	7
2.2.4. Additional Configurable Items	7
2.2.5. Data Conversion	8
2.2.6. Training	11
2.2.7. Testing	12
2.2.8. Client Driven Solution Walkthrough	14
2.2.9. User Roles & Permissions	14
2.2.10. Reports & Dashboards	15
2.2.11. Mock Go Live	15
2.2.12. Go Live	16
2.2.13. Post Go Live Support	17
2.2.14. Transition to Client Success	17
2.2.15. Project Close Out	17
2.2.16. Phase Entry & Exit Criteria	18
3. Integrations & Enhancements	19
3.1. Integrations	20
3.2. Enhancements	25
4. Project Governance	27
4.1.1. Project Management (PM)	27
4.1.2. Project Communications & Tools	28
4.1.3. Meeting Recordings	29
4.1.4. Acceptance Period	29
4.1.5. Agreed Severity Definitions	29
4.1.6. Milestone Acceptance Process	30
4.1.7. Scope & Project Change Management	31
4.1.8. Issues and Risk Management (RAID Log)	33
4.1.9. Conflict Resolution and Escalation Process	34
4.1.10. Project Working Times	34
4.1.11. Executive Steering Committee	36
4.1.12. Project Management Reoccurring Deliverables	36
5. Staffing Requirements	37
5.1.1. Client Staffing Requirements	37
5.1.2. SpryPoint Staffing Requirements	41
6. Deliverables, Acceptance Criteria, Roles & Responsibilities	45



7. Milestone Payment Schedule	64
8. Project Timeline	77
9. Travel	78
10. Out of Scope	78
11. Appendices	79
11.1. Project Implementation Details	79
11.1.1. Initiation	79
11.1.2. Analysis	81
11.1.3. Assembly	83
11.1.4. Validation	90
11.1.5. Deployment	92
11.1.6. Operation	94
11.2. Definitions	95



Statement of Confidentiality

The contents of this document are confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of **SpryPoint**.

1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between **SpryPoint Services Inc.** (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, Canada, and **North Weld County** ("**Client**") with offices in Lucerne CO, United States.

1.1. Background Statements:

- **SpryPoint** will provide a range of software solutions and services to achieve a business solution that meets the identified Customer Information System (CIS) Solution ("Solution") requirements of the **Client**. **Client** is open to new ways to achieve the same outcome but are not looking to go backward in functionality or efficiency.
- The **Client** wishes to work together with **SpryPoint** for the implementation of the Solution and **SpryPoint** agrees to provide such services and/or software as agreed to in the terms provided herein.
- This Statement of Work provides the general detailed terms and provisions that govern the delivery of all services and/or deliverables to the **Client** by **SpryPoint**.

2. Scope of Work

2.1. Products included in Scope

The following **SpryPoint** products are to be implemented as part of the scope of this implementation:

- SpryCIS – Customer Information System
- SpryMobile – Mobile Field Service
- SpryEngage – Customer Engagement Portal

2.2. Overall Project Approach

SpryPoint shall use its implementation methodology, to deliver the **SpryPoint** Services, while reporting and delivering to the **Client** the requested deliverables and service levels in this SOW. **SpryPoint** will use its hybrid approach that brings together the best of the traditional Waterfall Methodology and combines it with the best elements of each Methodology. This hybrid approach encompasses Project Management tasks, Pre-Project tasks, and six (6) phases, as follows:

- Initiation
- Analysis
- Assembly
- Validation
- Deployment
- Operate

The Project scope assumes all **SpryPoint** Products will go live at the same time. If it is determined during implementation to split up the go live of one or multiple products, the change order process will be engaged to outline any project impacts.

2.2.1. Project Initiation

Project Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the project. **SpryPoint** cannot start project initiation until the contracts have been fully executed.

Within sixty (60) days from contract execution of the contract, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW. Within 15 days of contract execution **SpryPoint** will provide the **Client** with the name of the assigned Project Manager.

Project Initiation – Initial Project Schedule

The **SpryPoint** Project Manager will work with the **Client** Project Manager to review, update and align on the initial project schedule.

2.2.2. Analysis

Analysis – Workshops & Analysis Report

Workshops are collaborative sessions led by **SpryPoint**, designed to bring together the **Client's** Core Team members and any other key stakeholders and/or decision makers from across an organization to discuss the alignment between **SpryPoint** Solution and the desired future state. The workshops are structured, interactive meetings that focus on identifying areas where gaps exist between the out of the box **SpryPoint** workflows and the **Clients** desired future state processes.

Prior to the workshops **SpryPoint** will:

- Develop Workshop schedule/agenda with input from the **Client**
- Familiarize themselves with the **Client's** legacy system using available material provided by the **Client**, personal interviews, and other such information as needed.

Analysis – Solution Design Report

Upon completion of the Analysis Workshops **SpryPoint** will deliver to the **Client** a Solution Design Report. This report will outline the findings of the workshops, how the solution will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the Solution Design Report. It should be noted that as decisions in the project evolve this document will be updated.

Analysis – Finalized Project Schedule

Upon completion of the Solution Design Report; **SpryPoint** will work with the **Client** to update the initial project schedule based on the finding during the Analysis Workshops. At this time this will become the baselined schedule for project reporting.

Analysis – Planning Documents

During the Analysis Phase the following additional documents will be created.

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan testing success parameters will be mutually agreed to with the **Client** for each major testing activity (Functional, Integration, User Acceptance). For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial account with no unexplainable discrepancies.
- **Training Plan** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses, an approach, curriculum, type of training delivery, recommended seats, high-level schedule for training, and the need for **Client** training facilities and materials. The **Client** will be responsible for

matching training needs to individual End Users. In addition, as part of the training plan it will define which users will be trained in which training group.

2.2.3. System Configuration

SpryPoint will conduct configuration activities using an iterative approach, allowing for progressive refinement of the solution based on feedback, and validation of future state business processes. This incremental process supports collaboration, reduces rework, and ensures alignment with the agreed future state business processes throughout. In addition, this iterative approach promotes early visibility into the solution, enabling timely adjustments and improving the likelihood of a successful and efficient deployment.

2.2.4. Additional Configurable Items

CIS – Bill Statement

SpryPoint uses an iterative approach to complete the creation of the **Client's** bill statement pdf. It starts gathering initial requirements to determine the initial look and feel of the statement. This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations will be completed to meet the **Client's** requirements.

CIS – Collection Letters

SpryPoint uses an iterative approach to complete the Collection Letter configuration. It starts gathering initial requirements to determine the initial look and feel of the Collection Letter(s). This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations will be completed to meet the **Client's** requirements.

Note a set of Collection Letters includes the letters to support the steps of the Collection Process. For example, if the collection process may have 3 steps that requires documents to be created (1- Late Notice; 2- Delinquent Notice; 3 – Disconnect/Cut-off Notice) all three letters would be included in the scope.

CIS – Miscellaneous Letters & Other Items

Other items required to be configured are:

- **Service Orders - SpryPoint** will gather requirements for developing **Client's** Service Order processes including service types.
- **Miscellaneous Letters & Templates** – Report deliverables (letters) will be created by **SpryPoint** with respect to the **Client** logo, contact information, return address and text. The **Client** will supply the logo, contact information, return address, and text to **SpryPoint** for development of the letters. Some examples include, but is not limited to:
 - Welcome Letter

- Returned Check Fee Letter
- Payment Arrangement Agreement Letter
- Write-off Letter (one for non-payment, second before collections)
- Customer Credit Refund Letter

SpryPoint has included in scope budget to build up to 50 letter templates and will train the **Client** in building letter templates. If additional letters are required, the change order process may be engaged or the **Client** will be assisted to build the additional letter, provided no development effort is required to create the letter.

2.2.5. Data Conversion

Data Conversion – CIS

Included in the scope of the project **SpryPoint** will complete a maximum number of data conversion as outlined below.

Data Iteration	Iteration Goals	Max number of iterations
1	Convert master records to allow for baseline testing	2
2	Converts transactional data & bill validation testing	3
3	Supports user acceptance testing activities	1
4	Supports Go-Live	1
TOTAL		7

**** Note does not include mock go live**

SpryPoint will convert 5 full **Client** fiscal years of history into SpryCIS. **SpryPoint** will archive any **Client** Data older than 5 **Client** fiscal years.

Note: During the Analysis phase the **SpryPoint** and **Client** teams will reevaluate the number of years of data required to be converted, along with if it applies to all customer classes. This is to support requirements for Enhancement #2.

The following table provides specific details of the objects to be converted, where the agreed time is 5 **Client** fiscal years.

SpryCIS Objects to Convert

Object	Details
Customers	<p>Active customers with balances within the specific time limits, including relationships (i.e., landlords/tenants). This also includes customer addresses and corresponding contact information.</p> <p>Note: In the agreed time if there are inactive customers with balances these will be included in the conversion.</p>
Premises	All active premises in the agreed time.
Accounts	Active accounts only within the time range and inactive accounts with a balance and inactive accounts that have historical activity and/or have been closed in the agreed time.
Meters	All active meters within the agreed time range, regardless of account status.
Service Points	Active service points within the agreed time range.
Meter Readings	For all converted meters per the agreed time.
AR Balance	All active account balances within agreed time.
Service Orders	All active and completed service orders within the agreed time frame.
Bill History	Includes transactional data for any active accounts, inactive accounts with historical transactions within the agreed time.
Deposits	If applicable, active deposit values will be converted.
Equipment	All active equipment.

Object	Details
Remotes	All active meters within the agreed time range, regardless of account status (if applicable).
Notes & Comments	Notes & Comments for applicable converted records.
Historical Bill Pdfs	If the Client can provide historical bill pdfs in the required format, SpryPoint will import up to 12 months of historical bill pdfs.

Data Conversion CIS– Additional Notes

The following additional details should be noted:

- All data is being converted from the **Client**'s legacy system
- Converted transactional data will be present for informational purposes and will not be actionable. i.e. users will not be able to complete processes such as cancel rebill, adjustments, etc. on these records. Instead, if changes are required it will need to occur via manual adjustments.
- In the event there is account balances on accounts that are older than 3 years, **SpryPoint** will convert these accounts
- Additional history can be brought into the SpryCIS Archive Data Store. The Archive Data Store allows for inquiry and retrieval of historical, non-editable transactional data within the SpryCIS application.
- Any data files required to support the conversion process will be transferred via a **SpryPoint** SFTP site.
- During the project **SpryPoint** and the **Client** will mutually agree to regular schedule for the extraction of data

Data Conversion CIS – Out of Scope

The following items will not be converted:

- Rate history table/historical rates
- Any record types not listed in the SpryCIS objects to Convert table
- Merging CIS data from multiple legacy systems

Data Extraction CIS

The **Client** will be responsible for the export of data from the **Client**'s legacy and **SpryPoint** will be responsible for the import of data into the **SpryPoint** solution. It should be noted that while **SpryPoint** is responsible for the loading of data, the **Client** must provide user(s) who understand how the **Client** currently uses the system and are available to answer questions and work with SpryPoint on transformation activities.

Data Mapping

The purpose of the Data Mapping activity is to map fields in the **Client's** legacy CIS system to the **SpryPoint** CIS system, as well as the review the required format and naming conventions for the data extraction files. **SpryPoint** will meet with the **Client's** subject matter experts to review data requirements and provide the **Client** with the templates for Data Mapping. The **Client** will need to populate the templates and **SpryPoint** will be available to answer and provide support to the **Client**.

Data Conversion – Data Cleansing

During the data migration process there will be requirements to clean up data, this will be referred to as data cleansing. There will be several methods used to complete this cleansing activity. The main ones are:

- Correct during the extraction – In some instances it is easiest to correct the data using scripting on the export from legacy system.
- Correct during the import process – In some instances it is easiest to correct the data using scripting on the import into the **SpryPoint** product(s).
- Manual correction in legacy system- In some instances, the **Client** will be asked to correct the data in the legacy system.
- Correction in **SpryPoint** Product(s) – In some instances. The **Client** and/or **SpryPoint** Implementation Specialist will be asked to correct the data in the **SpryPoint** Product(s). This may be completed manually or by scripting.

SpryPoint will work with the **Client** to decide the best approach on how data cleansing will be conducted and which of the above methods will be used or if an alternative method is required. **SpryPoint** and the **Client** will work together to come to a mutually agreed decision that is in the best interest of the Project.

2.2.6. Training

Training – SpryCIS, SpryEngage & SpryMobile

Training will be delivered using an iterative approach to build knowledge progressively and reinforce key concepts over multiple cycles. Each iteration will prepare the **Client** for the next step in the implementation. This method allows participants to gain hands-on experience, apply learning in context, and deepen their understanding of the systems and future state business processes throughout the project lifecycle. The table below outlines the planned training iterations.

Training Type	Purpose	Audience	Number of Iterations
Foundation Training	Product based training that prepares users to participate in Analysis Workshops	Anyone who will participate in Analysis Workshops.	1
Core Team Training	Process based training that prepares the Core Team to complete required system(s) testing	All Client Core Team Members	1
End User Training	Role based training to prepare end users for go live	Any end user who has not been trained.	As defined in the training plan

2.2.7. Testing

Testing is a critical component of this implementation, serving to validate that all solution components function as required to support the **Client**'s future state business processes and user roles. Rigorous testing helps identify and remediate defects early, reducing the risk of costly issues after deployment. Through a structured and comprehensive iterative testing approach, will help enable a smooth transition at go live.

The table below outlines the planned testing rounds. Additional details for each testing category are provided in subsequent sections.

Testing Type	Max number of Test Rounds
Functional/Unit Testing	2
End to End Testing	2
Bill Validation Testing	3
User Acceptance Testing	1

Test Scripts & Testing Tools

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to review and modifying and/or add test scripts (in Test Rail) to meet their custom needs.

Defect Management

Issues identified during any testing phase and/or testing round will be logged, prioritized, and tracked through to resolution via the RAID log. **SpryPoint** will work with **Client** to determine issue severity and appropriate remediation approach based on business impact.

Functional/Unit Testing

The main purpose of the Functional/Unit Testing step is to establish that decisions made during the configuration phase of the project will be in line with **Client's** business requirements. Functional/Unit Testing utilizes scenarios based on **SpryPoint** best practices.

Included in scope is two (2) rounds of functional/unit testing, where each round lasts no more than two (2) weeks.

End-to-End Testing

SpryPoint will facilitate End-to-End (E2E) Business Process Testing to validate that complete business workflows function correctly across the **SpryPoint** Solution and any integrated systems. E2E testing simulates real-world business scenarios from initiation through completion, ensuring that data flows accurately between system components, and business processes produce expected outcomes.

Testing Scope: E2E testing will cover critical business processes as identified in the Solution Design Report. Testing scenarios will traverse multiple system modules, user personas, and integration points to replicate actual operational workflows.

Test Execution: **Client** business users will execute E2E test cases with guidance and support from **SpryPoint**. Testing will be conducted in a staging environment (or other mutually agreed environment, that contains the required configuration and the **Clients** converted data.

Included in scope is two (2) rounds of End-to-End testing, where each round lasts no more than two (2) weeks

Bill Validation Testing

The purpose of the billing comparison process is to replicate a full billing cycle for all accounts in both the legacy system and SpryCIS and compare the results on each account. The end goal is to identify any billing anomalies to correct issues with setup or conversion, and to document acceptable differences.

The billing comparison is an iterative process throughout the implementation to ensure bills are calculated correctly. The scope of the project includes 3 iterations of billing validation. The first iteration will likely identify configuration or data issues that need to be corrected. After those issues are corrected the billing comparison will be run again up to 2 more times to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 97% or higher billing match with no unknown reasons for differences. After each round of bill comparisons, a document is created that is shared with the **Client** to show the results. While **SpryPoint** is responsible to complete this testing, the **Client** will be required to help review and resolve issues. Results of each Bill Validation Testing Iteration will need to be signed off by the **Client**.

To complete Bill Validation Testing the **Client** must have the ability to provide an extract of the billing data from their legacy system in the form of a comma-separated file or

spreadsheet from their legacy system at any given time. This data will need to include, at a minimum:

- Legacy Account Number
- Service Period Dates, start and end date
- Consumption by service
- Billing Cycle
- Bill Amount
- Budget Amount (if applicable)
- Bill amount by Service (if possible)
- Breakdown by flat charge vs. consumption, consumption charges by tiers (if possible)

User Acceptance Testing

User Acceptance is designed to act as a “Day in the Life” testing to ensure all **Client** Roles can complete their responsibilities as defined by the agreed future state business processes. During User Acceptance Testing the **Client** will be accountable to complete any required testing, however, the **SpryPoint** team will be available to answer questions and help resolve any questions, issues, or concerns.

The **Client’s** identified testers will complete the test cases as defined in the approved test script list and agree to complete testing to meet the parameters defined in the test plan. If tests fail, **SpryPoint** resources will be available to help and answer questions and/or work with the customer to fix the issues. Once **SpryPoint** has deemed the issue fixed, the **Client** will be required to retest.

Included in scope is one (1) round of User Acceptance testing, where each round lasts no more than two (2) weeks

2.2.8. Client Driven Solution Walkthrough

To validate and ensure **Client** Go Live Readiness, the **Client** will be asked to have their Core Team Members demonstrate to **SpryPoint**, their use and knowledge of the end-to-end solution and future state business processes

2.2.9. User Roles & Permissions

During the implementation **SpryPoint** will provide details on the out of the box Roles & Permission provided in the product(s). Based on this information, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own. When new functionality is released, **SpryPoint** is responsible to update the out of the box security roles only. If the **Client** has created their own custom security roles, they will be responsible to update any security related to new features to the affected roles. The **SpryPoint** Project Manager will work with the **Client** to ensure release notes are shared when required or applicable.

2.2.10. Reports & Dashboards

Once transactional data has started being converted, **SpryPoint** will complete a reports & dashboard analysis. The purpose of this analysis is to compare the out of the box report library to the reporting and dashboard needs required to support the **Client**'s future state business processes and identify any gaps. In addition, this document will define delivery groups for the reports and dashboards to align with the needs of the project. These delivery groups will determine when in the project timeline reports and dashboards will be delivered.

Upon completion of the of the analysis, a Report & Dashboard Plan will be provided to the **Client**. This document summarizes the findings of the analysis and provides an estimate of effort required to build any reports identified as a gap or to modify existing reports and dashboards. This report work effort will be compared against the contracted work effort of up to 24 hours and **SpryPoint** will work with the **Client** to determine which reports will be built using the custom report and dashboard budget as contracted. Additional reports and work hours over the budgeted amount and agreed upon will be submitted through the change control process.

As part of the Project implementation **SpryPoint** will show the **Client** how to generate reports.

2.2.11. Mock Go Live

The Mock Go-Live will serve as a dress rehearsal for the production Go-Live weekend and Monday morning activities. The objectives and expectations for the Mock Go-Live include:

- **Role Readiness:** Confirm that all project team members and stakeholders understand their roles and responsibilities for the production Go-Live.
- **Schedule Validation:** Validate the cutover schedule and timings to ensure the planned activities can be executed successfully.
- **Manual Entry Verification:** Complete and verify any required manual entries following data conversion.
- **Reporting Validation:** Ensure that all reports are accurate and functioning as expected after data conversion.
- **User Testing:** Engage selected users to perform testing to confirm readiness for Monday morning business operations.
- **Timing Considerations:** Although the production Go-Live will take place over a weekend, the Mock Go-Live is not required to occur during a weekend.
- **Resource Commitment:** Both **SpryPoint** and the **Client** are expected to dedicate resources to the Mock Go-Live in the same manner as would be required during the actual Go-Live weekend.

Included in scope is one (1) Mock Go Live.

2.2.12. Go Live

Go Live Cutover Plan

SpryPoint will develop a comprehensive Go-Live Cutover Plan that identifies all critical issues, tasks, and activities required for successful cutover and achievement of operational stability. The plan will be informed by **SpryPoint's** experience from previous production cutovers, industry best practices, and specific considerations identified during the **Client's** configuration and testing phases. The Cutover Plan will include detailed rollback procedures and criteria to be executed if issues arise during the Go-Live process that necessitate reverting to the previous system state. The plan will be reviewed and approved by **Client** prior to execution of the cutover activities.

Go/No Go Decision

This is a critical decision point in the project, where the state of the project is reviewed against the Deploy Prerequisites to determine the readiness for Go-Live. This step should occur approximately 30 days before Go-Live. If the **Client** has specific needs that will require more than 30 days' notice, this decision point should occur further out than 30 days prior.

The Go/No Go Decision process occurs in two steps.

Step 1 – SpryPoint Internal Go/No Go Decision

This is an internal meeting with the **SpryPoint** Project Team, **SpryPoint** Executive Sponsor and other **SpryPoint** Stakeholders to discuss the project and evaluate Go-Live readiness. If this meeting results in a "Go" Decision, a **Client** Go/No Go meeting is scheduled. In the event a "No" results from this meeting a meeting will be scheduled with the **Client's** Executive Sponsor and Key Stakeholder to discuss the concerns and establish an action plan.

Step 2 – SpryPoint/Client Go/No Go Decision

When the **SpryPoint** Internal meeting results in a "Go" Decision, the project status, risk, cutover plan is discussed with the **Client's** Project Team, Executive Sponsor and any Key Stakeholders. If the **Client** makes a "Go" decision, plans for the cutover are finalized. If the **Client** makes a "No-Go" decision, **SpryPoint** and the **Client** will work together to determine if the change is in or out of scope, and the appropriate actions will be taken to resolve the issues/concerns.

Go-Live

Go-live represents the scheduled system downtime during which the production cutover takes place. This work is typically performed outside of business hours, such as over a weekend, to minimize disruption. During this period, the final data conversion will be

completed, all tasks outlined in the cutover plan will be executed, and validation activities will be performed to confirm readiness. Formal sign-off will occur to ensure all components are in place for business operations to resume as scheduled.

2.2.13. Post Go Live Support

This is the initial period after Go-Live where the **Client's** focus is on system stabilization. The post Go-Live/stabilization period will last 90 calendar days or three (3) months.

During this period, the **Client** is using the **SpryPoint** product(s) to complete their day-to-day responsibilities and run their business. The **SpryPoint** implementation team is available to the **Client** to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any Go-Live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements.

At the end of the post Go-Live stabilization period the RAID Log is updated. This list contains:

- Any issues and their severity still open at the end to the stabilization period
- Any SOW items that were not delivered prior to Go-Live
- Any additional reports required and agreed to as part of scope of services

2.2.14. Transition to Client Success

After the post Go-Live period has been completed and all severity 1 and 2 issues have been resolved, the **Client** will be transitioned to the **SpryPoint Client** Success team. The transition involves a **SpryPoint** internal knowledge transfer between the **SpryPoint** Implementation Team and **Client** Success Teams and an introductory meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint Client** Success Team Representatives. Once the transition to the **Client** Success team has occurred, the **SpryPoint** implementation team will continue to be accountable for the resolution of all items on the project RAID log, and the **Client** Success Team will be accountable for any new issues.

2.2.15. Project Close Out

The project close out is the point when the Project parties both agree that all Project deliverables have been completed per the Statement of Work and the Implementation portion of the contract is completed, the system is accepted by the **Client**, and the Project is deemed closed.

This occurs when the following are met:

1. All the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted per specific contractual provisions, including approved Change Orders impacting the SOW;

2. All RAID log items severity 1, 2 and a plan for delivery of severity 3 are delivered to the **Client**. The **Client** agrees to test all delivered severity 1 and severity 2 items within 15 business days of receipt and provide written details of any concerns. If no written details or concerns are provided by the **Client** within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Products and know how to use the system.
3. 1. and 2. above have been met, and the project is 6 months past cutover, and no written documentation of issues related to the scope included in this SOW has been provided to **SpryPoint**; **SpryPoint** will send an email to the **Client** stating that due to no documentation approval has been assumed.

Once a project is deemed complete any outstanding implementation fees are due.

2.2.16. Phase Entry & Exit Criteria

The Assembly and Validation phases will be delivered through a series of iterative building blocks. Each iteration will include defined exit criteria to ensure quality and completeness. While the standard plan anticipates several iterations, the total number may be adjusted if the exit criteria are satisfied in fewer cycles. In all cases, the established exit criteria shall govern the determination of iteration completion.

The following defines each phase's Entry and Exit Criteria.

Phase	Iterations	Entry Criteria	Exit Criteria
Initiation	1	<ul style="list-style-type: none"> • Fully executed contract 	<ul style="list-style-type: none"> • Initial Project Schedule • Completed Questionnaires • Foundations training delivered to Client
Analysis	1	<ul style="list-style-type: none"> • Environments deployed with one Client user setup • Foundations Training delivered to Client • Data Review Completed 	<ul style="list-style-type: none"> • Solution Design Report Signed Off • Test Plan delivered • Training Plan delivered
Assembly	1	<ul style="list-style-type: none"> • Signed Solution Design Document 	<ul style="list-style-type: none"> • Data Conversion iteration 1.0 loaded into staging • Data Acceptance Testing completed • Client completed data acceptance testing
Assembly	2	<ul style="list-style-type: none"> • Functional/Unit Test Scripts Completed • Client completed data acceptance testing 	<ul style="list-style-type: none"> • Functional/Unit Testing R1 completed • Bill Statement Mockup Requirements agreed to by Client

Phase	Iterations	Entry Criteria	Exit Criteria
			<ul style="list-style-type: none"> Collection Letter(s) Mockup Requirement agreed to by Client
Assembly	3	<ul style="list-style-type: none"> Configuration updates completed Functional/Unit Testing R1 Completed 	<ul style="list-style-type: none"> Functional/Unit Testing R2 completed Bill Validation Testing R1 Completed
Assembly	4	<ul style="list-style-type: none"> Functional/Unit Testing Sign Off End-to-End Test Scripts completed 	<ul style="list-style-type: none"> End-to-End Testing R1 completed Bill Validation Testing R2 Completed
Assembly	5	<ul style="list-style-type: none"> Updated system configuration 	<ul style="list-style-type: none"> End-to-End Testing R2 completed Bill Validation Testing R3 Completed Bill Statement & Collection Letter(s) sign off
Validation	1	<ul style="list-style-type: none"> End-to-End Testing Sign Off User Acceptance Test Scripts completed 	<ul style="list-style-type: none"> User Acceptance Testing completed
Deployment	1	<ul style="list-style-type: none"> Successful Client Driven Walkthrough User Acceptance Testing Sign Off 	<ul style="list-style-type: none"> Mock go live signed off All end user training completed Go Live decision approval
Operation	1	<ul style="list-style-type: none"> Go Live Approval Sign Off 	<ul style="list-style-type: none"> Completion of Post Go Live Support period Introduction to Client Success Team Project Close out sign off

While entry and exit criteria have been established for each project phase, these criteria are not intended to serve as rigid gates. Activities associated with a subsequent phase may commence prior to the full completion of the current phase, provided such overlap is deemed to be in the best interest of the project and does not compromise overall project objectives and is mutually agreed to by both **SpryPoint** and the **Client**.

3. Integrations & Enhancements

This section outlines any of the integrations or enhancements and their requirements which are included in the scope of work. During the Analysis process each identified interface, and/or enhancement will be identified as required for Go-Live or not. In addition, integrations and enhancements will be broken up into delivery groups to align with the needs of the project. These delivery groups will determine when in the project timeline they will be delivered. The **Client** is responsible for coordinating and managing any third-party vendors.

Interfaces and enhancements, not listed in this document this section, will be deemed out of scope and the change order process will be initiated

It is important to note that during analysis and throughout the implementation there may be additional integrations or enhancements identified. In this event, **SpryPoint** will provide a ballpark estimate(s) to determine if further investigation or detail(s) is required. If the **Client** is not interested, **SpryPoint** will work with the **Client** to ensure they understand all required workarounds. If the **Client** wishes to investigate further, a full estimate will be provided. If the change is deemed required, the change order process will be activated.

3.1. Integrations

SpryCIS is designed with REST Application Programming Interfaces (API's) to enable real-time integration. For inbound integration and synchronization from back-office applications, we provide a purpose-built back-office integration Application Programming Interface (API). For outbound integration, we have an integrated process scheduler as well as an extensible event framework to support both batch and scheduled integrations as well as event-driven integrations.

The **Client** is responsible to ensure that there are third party environments available to test any integration work.

*Note: In the event additional work or development is required to support integrations with third party applications and **SpryPoint**, it is outside the scope of this project. Some examples are configuration in a third-party application, the need for a third party to add information to an API, etc.*

No.	Integration Name	Integration Details	SpryPoint Product Impacted
INT1	Sensus AutoRead AMR Meter Reading Integration	<p>SpryCIS - Sensus AutoRead® AMR Meter Reading Integration</p> <p>SpryCIS supports a standard meter reading integration for Sensus AutoRead meter reading files. This integration includes:</p> <ul style="list-style-type: none"> • Export of meter reading request file in Sensus AMR file format by route or cycle • Import of meter reading information from standard Sensus AMR file format. SpryCIS supports a fixed width format that includes the following fields: meter number, meter serial number, register 	SpryCIS



		<p>number, reading, read date, read code, and user comments.</p> <p>The meter reading import file format is configurable in Sensus. In order to support the integration with SpryCIS, the client may need to work with Sensus to update their existing file format configuration.</p>	
INT2	Paymentus	<p>SpryPoint's integration with Paymentus provides payment processing functionality with full two-way integration between SpryCIS and Paymentus, and two-way integration between SpryEngage and Paymentus.</p> <p>Features of the SpryCIS - Paymentus integration include:</p> <ul style="list-style-type: none"> • Scheduled job for Customer Information File (CIF) generation and upload to Paymentus • Real-time payment notification from Paymentus • Real-time autopay updates from Paymentus • Real-time customer lookup from Paymentus - gathers real-time balance and collection status, before a payment is made through SpryEngage or IVR • Paymentus IVR is supported out of the box, based on the data available in the real time CIF API • Card-present payment initiated from SpryCIS receipting page with real-time callbacks on successful card-present payments <p>Features of the SpryEngage - Paymentus integration include:</p> <ul style="list-style-type: none"> • Embedded Paymentus pages within SpryEngage to support managing wallets, autopay enrollment, account payments, and one-time payments. When payments are made via Paymentus within SpryEngage, Paymentus sends updates back to SpryCIS in real-time. 	<p>SpryCIS</p> <p>SpryEngage</p>

INT3	BSI Backflow management application	SpryPoint supports an automated file based integration where account, customer, and premise information from SpryCIS is sent to the backflow compliance application through an SFTP server. SpryCIS includes a productized integration for BSI. The integration generates a standardized CSV export file and sends it to a designated SFTP destination on a scheduled basis.	SpryCIS
INT4	DataPrint LLC Outsourced bill printer	<p>SpryPoint will create and manage the bill template and collections letters as part of the project. Requirements from the Print Vendor will be provided for SpryPoint to facilitate the design of the bill template and collection letters. SpryPoint will build the template and letters based on the requirements of both the client and the bill print vendor, to be mutually agreed upon by all parties. SpryPoint will create a collated PDF file upon bill generation and processing collections batches. This PDF file can automatically be uploaded to an SFTP, if configured.</p> <p>SpryPoint can be configured to also include a text-based bill export metadata file if the bill print vendor requires it.</p> <p>SpryPoint natively supports paperless billing and the display of statement PDFs in SpryEngage. This piece does not require an integration with the bill print vendor.</p> <p>SpryPoint includes bill PDF generation in the project cost.</p>	SpryCIS SpryEngage
INT5	Sage ERP/Financial Integration	<p>SpryCIS supports standard financial integrations for many ERP applications. The integration typically includes:</p> <ul style="list-style-type: none"> • General ledger export file. This file contains all financial transactions that impacted the general ledger since the previous export. The financial transactions can be in detail or summarized by GL account, as required by the client. The file is automatically 	SpryCIS



		<p>generated by SpryCIS on a configurable schedule (typically nightly), and then uploaded to an SFTP server, where it can be accessed by the financial system. Uploading the file to the finance system can be manual or automated, depending on the capabilities of the application.</p> <ul style="list-style-type: none"> Accounts payable export file. SpryPoint supports generating and printing checks directly within SpryCIS. However, if the client would prefer to print checks from the finance system, we can optionally generate an accounts payable export file. This file contains accounts payable information for each refund voucher, such as account, customer, mailing address, ACH banking details, and voucher amount. The file is generated manually from SpryCIS, by selecting a date range of which vouchers to include, or via a scheduled export to an SFTP server. <p>SpryCIS has several standard GL and AP file formats to select from. If the finance system is not compatible with any of the existing file formats, SpryPoint will work with the client to gather requirements and develop a new file format or API-based integration that meets the financial system's specifications.</p>	
INT6	Esri GIS Integration	<p>SpryCIS and SpryMobile include standard Esri ArcGIS integration capabilities. These capabilities include:</p> <ul style="list-style-type: none"> Administrators may configure SpryCIS and SpryMobile to connect to ArcGIS web services using basic or OAuth 2.0 authentication. Administrators may display layers from ArcGIS web services (Feature Services, Map Services and Image Services) directly within the SpryPoint applications. These layers are overlaid on maps and easily toggled on or off. This allows users of SpryMobile and SpryCIS to view their customer 	<p>SpryCIS</p> <p>SpryMobile</p>



		<p>premises, to pan, zoom, search and select, and ultimately perform operations by location and proximity to drive their workflows. Attribute data that describes various premises components is pulled from the customer's GIS through these services for display on maps.</p> <ul style="list-style-type: none"> • SpryMobile supports the automatic update of SpryMobile asset records when new assets are created or updated in ArcGIS, as well as a reverse process to push any assets created or modified in SpryMobile to ArcGIS. This is only supported on work orders and asset management, not meter-related orders. • Where GIS is the system of record for premises-related data such as street address, drainage basin, pressure zone, etc, a client may wish to export their premises data from a GIS to SpryCIS. SpryCIS can ingest a premises master data file from GIS to update premises details to match the value in GIS. Alternatively, the premise data can be pulled from a GIS layer via API if the layer is accessible with Basic Authentication. This integration requires developer involvement to work with the client to build the file format specifications and map data from GIS to SpryCIS. • In cases where your GIS administrators wish to use data within SpryPoint applications in GIS layers, SpryPoint includes a read-only database service which can be used as a data source for GIS services. GIS administrators can also access and export data from SpryCIS using built-in report tools such as Metabase or the Generic SQL <p>Supported ArcGIS applications:</p> <ul style="list-style-type: none"> • ArcGIS Enterprise • ArcGIS Online <p>ArcGIS Pro</p>	
INT 7	Various Payment Import Files	SpryCIS includes a standard feature for file-based payment import, offering support for configuring payment file formats, including both fixed-width and delimited types like comma-	SpryCIS

		<p>separated values (CSV). This feature provides the ability to accommodate various lockbox/payment import processes without needing additional development. SpryCIS also supports the JPMorgan BAI2 file format. Users can upload payment files in SpryCIS either manually through the user interface, or by using an API call. This process is typically used for the following types of third party remittance providers:</p> <ul style="list-style-type: none"> • Lockbox payments • Drop-box • Mail-in payments received by the utility 	
--	--	---	--

3.2. Enhancements

No.	Enhancement Name	Enhancement Details	SpryPoint Product Impacted
ENH1	Water Usage Allocation and Plant Investment (Req 66)	<p>North Weld County Water District (NWCWD) manages approximately 6,700 accounts, all of which operate under a dual water allocation model. This is a core billing practice for the district and applies universally across their customer base, with minor variations for town-rate customers who receive a percentage discount.</p> <p>Every account has a single physical meter with a single register measured in KGAL. The single consumption reading is simultaneously evaluated against three independent limits, each serving a different business purpose. Water Usage Allocation and Plant Investment Allocation described below. See ENH2 for Commercial Overuse Surcharge Thresholds.</p> <p>Water Usage Allocation (Req 66)</p> <ul style="list-style-type: none"> • Manually configured per account by the district • Based on the customer's Water Rights (regulated by the state of Colorado) 	SpryCIS

		<ul style="list-style-type: none"> • Defines the maximum annual water consumption the customer is entitled to use • When exceeded → overage is charged at a higher rate (e.g., \$6.50/kgal) <p>Plant Investment (PI) Allocation (Req 66)</p> <ul style="list-style-type: none"> • Manually configured per account by the district • Based on the infrastructure capacity the customer contracted or paid for • Defines how much of the system's capacity was designed and financed for that customer • When exceeded → Capital Recovery Charge applies (e.g., \$4.50/kgal) <p>ENH1: NWCWD requires overages on their water allocation to be charged at a higher rate. NWCWD requires exceeded infrastructure capacity to be subject to a capital recovery charge.</p> <ul style="list-style-type: none"> • Add "Annual Usage Allocation Type" configuration • Assign types to each allocation • Tiered rate details will provide the ability to select one allocation type for each detail • Calculations will be based on the amount allocated to the "Annual Usage Allocation Type" • Allow backwards compatibility, if no type assigned to allocation 	
ENH2	Commercial Overuse Surcharge Threshold (Req 69)	<p>See ENH1 for additional background.</p> <p>Commercial Overuse Surcharge Threshold (Req 69)</p> <ul style="list-style-type: none"> • Applies only to commercial accounts (~100–130 accounts) • Calculated automatically as: 5-year rolling average consumption × 90% • Recalculated annually after the last billing cycle in October, when the water year resets 	SpryCIS



		<ul style="list-style-type: none"> • When exceeded → maximum overuse surcharge applies (e.g., \$22/kgal) • For residential accounts, the surcharge threshold is calculated differently: Water Allocation + fixed increment (978 kgal / 3 acre-feet) <p>ENH2: NWCWD requires commercial accounts to be subject to a maximum overuse surcharge. This consumption is calculated as a 5-year rolling average consumption x 90%. It is recalculated annually after the last billing cycle in October, when the water year resets. When exceeded, the maximum overuse surcharge applies. Note: For residential accounts, the surcharge is calculated differently.</p> <p>SpryCIS currently supports this via a manual calculation of the annual usage allocation.</p> <p>However, an enhancement is required to calculate the surcharge threshold automatically. This entails by allocation type:</p> <ul style="list-style-type: none"> • Ability to configure the number of months to average • Ability to configure the percent adjustment on the annual allocation type • Annual allocation calculation logic • Application of the calculation for new allocations and rollover 	
--	--	--	--

4. Project Governance

4.1.1. Project Management (PM)

SpryPoint will provide a Project Manager throughout the life of the Project who will work directly with the **Client's** Project Manager and the **Client** Project team to ensure that all project responsibilities are met. It is the expectation of **SpryPoint** that the **Client** will manage all member communications.

SpryPoint and **Client** Project Managers shall be responsible for the planning and execution of the Project. They shall work collaboratively to manage all project activities

from project management activities, including planning and execution, the delivery of change management, and project communications throughout the Project. The **Client's** Project Manager is ultimately accountable for the **Client's** resources and **Client** Member Resources; project tasks and internal project plans and **SpryPoint's** Project Manager is accountable for their resources and project tasks. Both project managers will need to work together and retain authority for day-to-day project decisions and ensure project success.

4.1.2. Project Communications & Tools

The **SpryPoint** Project Manager, working in conjunction with the **Client** Project Manager, to compile status reports for distribution to both the **Client** and **SpryPoint** management. Weekly meetings will be held to review overall status, schedule, and open issues noted in the status report.

As the implementation experts, **SpryPoint** agrees to communicate clearly which issues/tasks are on the critical path and have immediate impact on the project schedule and which issues/tasks are not. For issues that are not on the critical path the **SpryPoint** Project Manager will monitor these to ensure that these do not become critical path issues/tasks.

Communication Method	Frequency	Tool/Method	Attendees
Project Team Status Meetings	Every week	Zoom & Google docs or PDF	Both PMs, Client Core Team Meetings, SpryPoint Project Team (as required)
Project Status Reports	Weekly	Google docs or Pdf	N/A
Updates to the project plan	Weekly	Kantata	N/A
PM Status meeting	Weekly	Zoom	SpryPoint PM, Client PM
Executive Steering Committee	Monthly	Zoom	SpryPoint PM, Client PM,

Communication Method	Frequency	Tool/Method	Attendees
			SpryPoint Executive Sponsor, Client Executive Sponsor
RAID Log	Weekly	Google Sheet or another approved tool	N/A

With the understanding that both **SpryPoint** and the **Client** are working jointly to achieve the best project outcome, the table above outlines the standard agreement for communications. If major project events occur, or at a critical point in the Project that require additional communications, updates, or meetings, both parties can mutually agree to the additional activities at no extra cost to the **Client**.

4.1.3. Meeting Recordings

Both parties mutually consent to the recording of project meetings, calls, and working sessions by either party. Recordings may be used for documentation, reference, and project-related purposes. All recordings and any information shared therein shall be subject to the confidentiality obligations set forth in the parties' Non-Disclosure Agreement. Each party will comply with applicable recording laws and may request that specific meetings not be recorded with advance notice.

4.1.4. Acceptance Period

To facilitate the project schedule and project planning it is important both parties agree to a default response period of 5 business days for any issues involving the Project. While this will be the default time, either party can proactively ask for a longer time, if the time is not sufficient or ask for an extension. The **SpryPoint** Project Manager will evaluate any timeline extensions against the project schedule and communicate if the extension puts the project schedule at risk.

4.1.5. Agreed Severity Definitions

During the implementation the following definition will be used to define the Severity of issues. In addition, issues will also be categorized as Go-Live Required or Post Go-Live.

Severity Level	Example

1 – Urgent	<ul style="list-style-type: none"> • Client’s business is not operational due to significant performance Issues or Outage, creating a substantial financial or customer Impact. • Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional for which there is no immediate work around. • Urgent Issues have top priority until resolved. <p>Examples of Severity 1 Issues include:</p> <ul style="list-style-type: none"> • Outage • Unresponsive key function such as billing calculation or processing
2 – Critical	<ul style="list-style-type: none"> • Client’s business is operational but the ability to perform business functions is severely Impacted. • Critical business function(s) is partially operational or operational by use of a short-term workaround. • A critical business function(s) is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. <p>Examples of Severity 2 Issues include:</p> <ul style="list-style-type: none"> • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly
3 – Restricted Use	<ul style="list-style-type: none"> • The Service(s) is experiencing an Issue that can be worked around but is Impacting Client’s efficient use of the Service(s). The Client is operational but with reduced efficiency. <p>Examples of Severity 3 Issues include:</p> <ul style="list-style-type: none"> • Single account Issue • Business function has a slight restriction of function of non-critical nature • A work around is required to maintain normal operations • Non-performance Impacting defect
4 – Not Urgent	<ul style="list-style-type: none"> • The Service(s) is fully functional but may contain a cosmetic flaw or misspelling. • There is no operational, financial, or customer Impact. <p>Examples of Severity 4 Issues include:</p> <ul style="list-style-type: none"> • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries

4.1.6. Milestone Acceptance Process

This project will be invoiced on a milestone basis. The milestone schedule is below in Section 7 Milestone Schedule.

On a monthly basis, as deliverables are completed the **SpryPoint** Project Manager will work with the **Client** PM to ensure the deliverable(s) have been completed per the terms

of this statement of work. At month end the **SpryPoint** PM will compile a list of all completed milestones that will be invoiced and submit the list to the **Client** for awareness. Service deliverables shall be accepted or rejected within five (5) consecutive business days from the time of submission for acceptance, unless mutually agreed to. Service deliverables will be considered accepted with written approval from the **Client**. In the event the **Client** does not provide written approval or feedback within the agreed-upon time period **SpryPoint** may invoice the milestone. The use or partial use of any service deliverable in a Production Environment constitutes acceptance of that service deliverable but only to the extent of such use or partial use.

The Service Deliverable Acceptance Process is described below.

All completed milestones and any completed travel will be invoiced to the **Client** on one invoice.

In the event the **Client** does not provide written approval or feedback within the agreed upon time period **SpryPoint** may invoice the milestone. The use or partial use of any milestone in a Production Environment constitutes acceptance of that milestone but only to the extent of such use or partial use.

The Milestone Acceptance Process is described below.

- **Submission of Milestone.** The **SpryPoint** Project Manager, or his or her designee, will prepare a list of completed milestones and forward with the respective milestone to the **Client** Project Manager, or the **Client** designee, for consideration.
- **Assessment of Milestone.** The **Client's** Project Manager will determine whether the milestone meets the requirements as defined in this SOW and that the milestone is complete.
- **Acceptance / Rejection.** After reviewing, the **Client** will either; accept the milestone in writing or will provide a written reason for rejecting it to the **SpryPoint** Project Manager. If the Milestone is accepted, the **SpryPoint** Project Manager will invoice for the Milestone(s). If the Milestone is rejected the **SpryPoint** Project Manager will review the reason and work with the **Client's** Project Manager to determine if the rejected reason is within scope and if so, resolve any concerns. Once concerns are addressed the Milestone Acceptance Form will be updated and resubmitted for approval in the next month invoicing cycle.

4.1.7. Scope & Project Change Management

During implementation either party may request additions, deletions, or modifications to the services or software described in this SOW ("the Change"). All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to either project team's PM. The **SpryPoint** Project Manager is responsible for creating a Change Order Form. The Change Order Form will include the following:

- A description of the problem that needs to be solved or the scope change to be addressed.
- A description of the solution to the problem or scope Change being requested, including the use/business case and/or reason for the Change and suggested solution.
- An estimated impact of the Change on the project schedule.
- If applicable, any fees/cost and expenses associated with the Change.

Change orders will be provided for **Client** review within ten (10) business days, unless otherwise mutually agreed to, of the initial request or receipt of all required information to prepare the change order, whichever is later. Both parties acknowledge that complex requests may require additional processing time. **SpryPoint** will communicate any timeline extensions, and the parties will evaluate the impact against the project schedule.

The Change process that will be employed is defined below. The Change must be approved by both **SpryPoint** and the **Client** before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Assess impact of the Change on schedule, travel fees, milestones, contract, risks and/or any other identified impacts.
- Submit for review and approval by the **Client** and **SpryPoint** Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, Project documents are updated and work on the Change is scheduled into the Project
- Monitor and report progress on the Change
- Communicate the Change resolution

Any change to the project schedule requires good faith mutual agreement from SpryPoint and the Client. Where there is a change to critical project milestone dates (such as go-live), SpryPoint will issue a change order. If the change is within scope and within SpryPoint's control and sole responsibility, a \$0 change order would be issued to reflect an adjustment to SpryPoint's fee schedule and deliverables only and does not constitute an assumption of liability for any costs, losses, or expenses incurred by the Client arising from the revised schedule. Changes were there is joint accountability will follow the standard change order process.

Personnel

SpryPoint agrees to maintain an adequate staff of experienced and qualified employees for efficient and timely performance of implementation services under this Statement of Work.

In the event **SpryPoint** staff are not meeting reasonable expectations of the **Client** or are otherwise negatively impacting the project, the **Client** will notify **SpryPoint** of that deficiency and give **SpryPoint** a reasonable opportunity to correct it. In the event the deficiency persists, **SpryPoint** will replace that project member, upon written request. At no cost to the **Client**, **SpryPoint** will use best efforts to identify replacement staff within ten (10) business days of the written request, and replacement staff will otherwise be assigned following the same processes and shall have, at minimum, sufficient experience and project knowledge to provide the services required pursuant to this Statement of Work. The **Client** acknowledges that any review of proposed project personnel, including the opportunity to interview or request alternative staff, may affect previously established project timelines, including but not limited to the go-live date. We agree to reasonably cooperate in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the SOW and any project plans. **SpryPoint** will use commercially reasonable efforts to maintain the consistency of project personnel.

SpryPoint also agrees to keep its project staff consistent throughout the course of implementation, with exception to circumstances outside of **SpryPoint's** control (e.g., medical leave, parental leave, turnover, etc.) or staff deficiency.

4.1.8. Issues and Risk Management (RAID Log)

The following procedure will be used to manage Project issues and risks:

- Identify and document all concerns
- Assess the impact and prioritize the impact to the Project
- Assign responsibility to resolve the issue or risk
- Monitor and report progress on the issue or risk
- Communicate issue resolution

All project team members from both **SpryPoint** and the **Client** are required to add and update issues on the RAID log. As part of the PM Meetings Project Managers will meet to review the status of the risks and outstanding issues. When a risk is identified each risk will be assessed for its probability and impact and weighted. Note: the RAID Log will be reviewed based on the frequency defined in Section 4.1.2 Project Communications & Tools.

4.1.9. Conflict Resolution and Escalation Process

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, and issue(s) may need to be escalated to resolve. A project issue can include anything from a business process change to a schedule issue, to a personnel issue, etc. The following table shows a typical escalation path:

Escalation Path	SpryPoint	Client
Level 5	CEO	District Manager
Level 4	Executive Sponsor	District Manager
Level 3	Director Client Solutions	District Manager
Level 2	Project Manager	Project Manager
Level 1	Solution Architect	Core Team Members

4.1.10. Project Working Times

4.1.10.1. Project Working Schedule

During the project implementation it has been agreed that Project Meetings, Training Sessions and/or any time will be completed Monday through Friday, when working remotely. If work is being completed onsite all meeting times will be scheduled Tuesday through Thursday, with Monday and Friday being a travel day for the **SpryPoint** project team. In the event scheduled project activities such as meetings, training sessions, etc. need to be completed on days/times outside the above agreed times, this will be mutually agreed upon by both parties and scheduled a minimum of three (3) weeks in advance.

4.1.10.2. Statutory Holidays

It is agreed that both parties will do their best to respect each party's holiday schedule. However, depending on where the project is and go-live date, on occasion project team members may be required to work a statutory holiday. If this is to occur, it will be mutually agreed to by both parties.

SpryPoint Observed Holidays

Canadian Holidays	US Holidays
New Year's Day	New Year's Day
Islander Day/Family Day	Martin Luther King Jr Day
Good Friday	Presidents' Day
Victoria Day	Memorial Day
Canada Day	Independence Day
Civic Holiday	Labor Day
Labor Day	Columbus Day
National Day of Truth & Reconciliation	Thanksgiving Day
Thanksgiving	Day after Thanksgiving
Remembrance Day	Christmas Day
Christmas Day	
Boxing Day	

*** Note: this calendar is subject to change based on company policies*

Client Observed Holidays

Holidays	
New Year's Day	Martin Luther King Jr. Day
President's Day	Veterans Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Thanksgiving	

*** Note: this calendar is subject to change based on company policies*

4.1.11. Executive Steering Committee

The Executive Steering Committee Meeting will include **SpryPoint** and the **Client** Project Managers and Project Sponsors. This review will take place monthly via a Zoom meeting or onsite (if mutually agreed to by both parties). The intent of this meeting is to ensure that the Project remains on-time and on-budget, and that Executive Management for both parties have a clear understanding of project status. The primary tool that will be used to do the meeting is the latest month's Monthly Project Status Report. The intended level of attention to detail during this meeting is to identify areas of concern or material change to the Project. Topics of discussion include:

- Work accomplishments from the previous month and planned work accomplishments for the upcoming month.
- The percent complete for the overall project thus far. Descriptions of any material variances in schedule or work will be provided, if the percent complete is different than what was expected from the prior month.
- The current Risk Management Plan will be included, and risk status will be reviewed, based on priority of risks.
- The Project Plan will be included and reviewed for any areas of concern or material change to the project.

4.1.12. Project Management Reoccurring Deliverables

During the project implementation the **SpryPoint** Project Manager is accountable for the delivery of the following recurring deliverables:

Communication Method	Description
Shared Project Folders	Via the use of Google Drive,
Project Status Reports	A weekly report that summarizes project status, upcoming activities, risks, etc.
Updates to the project plan	Updates to the baseline Project schedule are performed on a weekly basis. The plan is updated to refine tasks, percent complete and milestone completions, inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.

	It should be noted that during the project SpryPoint uses a tool called Kantata to maintain the project schedule.
Executive Steering Committee	A monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required.
RAID Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path. In addition, the document should include and be a source of information for risks, actions and critical decisions.

5. Staffing Requirements

5.1.1. Client Staffing Requirements

Role Name	Allocation	Responsibilities
Executive Sponsor	5%	<ul style="list-style-type: none"> • Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point • Support the message of change throughout the project team and organization
Project Manager	36%	<ul style="list-style-type: none"> • Provide input into project schedule • Approve any scope changes • Approve milestones and invoicing • Participate in sessions as required • Work with SpryPoint PM to provide input into project documents such as status reports, Exec Sponsor meetings, etc • Act as an escalate point if required • Assist in maintaining stakeholder registry • Assist in collecting background documentation • Assist in coordinating Client logistics for meeting • Participate in scheduled meetings • Identify any areas of concern from internal resources

Role Name	Allocation	Responsibilities
Functional Leads (Required for each area of business)	31%	<ul style="list-style-type: none"> • Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions and oversight for area of responsibility • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute on assigned tasks from the Project Manager • Participate in configuration review sessions • Provide input and feedback on configuration • Participate in Business Process review and ensure no gaps • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where there are opportunities to improve, identify pain points • Participate in the reviewing and updating of test scripts. • Execute test scripts • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute on assigned tasks from the Project Manager • Support mock go live activities • Support cutover activities • Plan and execute on assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

Role Name	Allocation	Responsibilities
<p>Subject Matter Expert</p> <p>(Required for each area of the business)</p>	<p>96%</p> <p>(split over multiple SME resources)</p>	<ul style="list-style-type: none"> • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute on assigned tasks from the Project Manager • Provide insight into how data is used • Participate in documenting of data conversion strategy • Validate availability to export required data in required formats • Participate in configuration review sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Plan and execute on assigned tasks from the Project Manager • Provide insight into how data is used • Participate with data mapping & data extraction activities • Provide extracted data per the project schedule • Provide support for data cleansing activities as required/identified • Test and validate converted data • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute on assigned tasks from the Project Manager • Participate in data review sessions • Support mock go live activities • Support cutover activities • Plan and execute on assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

Role Name	Allocation	Responsibilities
Technical Project Lead	23%	<ul style="list-style-type: none"> • Review project deliverables and ensure functional area understands the various deliverables and their accountability • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Track and coordinate IT's project assignments as assigned by Project Manager • Participate in configuration review sessions • Provide input and feedback on configuration • Participate in Business Process review and ensure no gaps • Answer questions and/or complete homework activities required to complete configuration • Work on integrations (if applicable, i.e., Client is completing own coding) • Participate in configuration review sessions as required • Participate in creation of test scripts for End-to-End • Ensure test systems for third party systems are available • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Track and coordinate IT's project assignments as assigned by Project Manager • Support mock go live activities • Act as a liaison with third party systems • Support cutover activities • Track and coordinate IT's project assignments as assigned by Project Manager Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

Role Name	Allocation	Responsibilities
Business Analyst	15%	<ul style="list-style-type: none"> • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute on assigned tasks from the Project Manager • Gather documentation on current state • Assist with understanding current and future state reporting and KPI requirements • Participate in configuration review sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Plan and execute on assigned tasks from the Project Manager • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute on assigned tasks from the Project Manager • Support mock go live activities • Support cutover activities • Plan and execute on assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

5.1.2. SpryPoint Staffing Requirements

Prior to project start, **SpryPoint** will provide profiles of key project resources — the Project Manager and Solution Architect — for the **Client** to review and approve. The **Client** may also request interviews with these resources prior to approval.

Role Name	Allocation	Responsibilities
Executive Sponsor	5% or as needed	<ul style="list-style-type: none"> • Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point • Support the message of change throughout the project team and organization • Approve any scope changes
Project Manager	17%	<ul style="list-style-type: none"> • Provide input into project schedule • Work with Client PM on scheduling resources/meetings • Ensure project tasks are assigned and completed • Approve milestones and invoicing • Ensure internal project deliverables align with SpryPoint project • Participate in sessions as required • Work with Client PM to compile project documents such as status reports, Exec Sponsor meetings, etc. • Work with SpryPoint PM to maintain and update issues logs and risk logs • Act as an escalate point if required • Assist in maintaining stakeholder registry • Assist in coordinating Client logistics for meeting • Maintain the SpryPoint project schedule • Assist in identify any areas of concern from internal resources • Assist with other recommendations as needed
Solution Architect	11%	<ul style="list-style-type: none"> • Responsible for overall solution quality • Ensures effective use of solution(s) through use of recommend best practices • Maps solution to Client desired future state business processes • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Support mock go live activities • Support cutover activities

Role Name	Allocation	Responsibilities
		<ul style="list-style-type: none"> • Plan and execute on assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
Implementation Specialist(s)	35%	<ul style="list-style-type: none"> • Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions and oversight for area of responsibility • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Review and provide feedback on documentation • Plan and execute on assigned tasks from the Project Manager • Participate in reviewing, updating or test scripts. • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Support mock go live activities • Support cutover activities • Plan and execute on assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
Technical Lead/Integration Lead	5%	<ul style="list-style-type: none"> • Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions, and oversight for area of responsibility. • Provide oversight on timelines for any internal and/or third-party integration work • Ensure all business processes have been identified and discussed • Participate in analysis sessions

Role Name	Allocation	Responsibilities
		<ul style="list-style-type: none"> • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation <p>Plan and execute on assigned tasks from the Project Manager</p>
Technical Data Conversion Expert	7%	<ul style="list-style-type: none"> • Participate in documenting of data conversion strategy • Validate availability to export required data in required formats • Participate with data mapping • Build data extraction routines • Provide extracted data per the project schedule • Provide support for data cleansing activities as required/identified • Participate in data review sessions • Provide fixes for data extraction routines • Participate in mock go live • Participate in cutover activities • Provide feedback, data queries, etc. as required to support post live activities

6. Deliverables, Acceptance Criteria, Roles & Responsibilities

For this implementation to be successful, there are various levels of engagement that are required by team members on both the **Client** and **SpryPoint** teams. The RACI charts are designed to demonstrate who needs to perform work on each project deliverable. The following key will be used for each RACI to explain the level of engagement required.

- **R** = Responsible – Assigned to complete the task/i.e., this person/role will have work to do;
- **A** = Accountable – Has final decision-making authority and accountability for completion; this person/role will ensure the work gets done. They may or may not be doing work but need to make sure the work gets done;
- **C** = Consulted – provides input into a task and/or consulted before a decision or action;
- **I** – Informed – Must be informed after a decision or action

Note: If there is an A assigned with no R, the Accountable individual is also Responsible

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0000	Initiation	Initial Schedule Project	<ul style="list-style-type: none"> Initial project schedule reviewed, updated as necessary, and aligned to with Client 	A	C	C		R	C			

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0001	Initiation	Mobilize Project Team	<ul style="list-style-type: none"> Project team member names & roles provided to Client. 	A	R	R	I					
D0002	Initiation	Mobilize Client Project Team	<ul style="list-style-type: none"> Client team member names & roles provide to SpryPoint 					A	R	I	I	C
D0003	Initiation	Pre-Project Kickoff	<ul style="list-style-type: none"> Project Manager introduction call 	A			I	R				I
D0004	Initiation	Prepare project infrastructure	<ul style="list-style-type: none"> Project Managers can access agreed project infrastructure SFTP site set up for data conversion, 1 Client resource has confirmed access 	A				R				
D0005	Initiation	Data Strategy	<ul style="list-style-type: none"> Data Strategy document delivered to Client 	R	A			C	C			
D0006	Initiation	Data Review	<ul style="list-style-type: none"> Completion of data review 	I		A		C	R			
D0007	Initiation	Environment Setup	<ul style="list-style-type: none"> Environment provisioned per contract 1 Client team member can access each environment 	A		R		C				
D0008	Initiation	Foundation Training	<ul style="list-style-type: none"> Training agendas provided to Client 	C		A		C	R			



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Training delivered to Client & Client Members 									
D0009	Initiation	Analysis Workshop Preparation	<ul style="list-style-type: none"> Analysis workshops schedule agreed to with Client Analysis workshop agendas provided to Client 	A	C	C		R	C			
D0010	Initiation	Workshop questionnaires	<ul style="list-style-type: none"> Workshop questionnaires prepopulated Workshop questionnaires delivered to Client 	A	R	R		I				
D0011	Initiation	Workshop Questionnaires Completed	<ul style="list-style-type: none"> Complete workshop questionnaires Workshop questionnaires returned to SpryPoint 	C				A	R			
D0012	Analysis	Project Kickoff	<ul style="list-style-type: none"> Meeting agenda & presentation Kickoff delivered to Client project team 	A		C	C	C	C	I	I	C
D0013	Analysis	Analysis Workshops - SpryCIS	<ul style="list-style-type: none"> Analysis workshops held per the provided agendas Client participated in workshops 	R	A	R		R	R			I



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0014	Analysis	Analysis Workshops – SpryEngage	<ul style="list-style-type: none"> Analysis workshops held per the provided agendas Client participated in workshops 	R	A	R		R	R			I
D0015	Analysis	Analysis Workshops - SpryMobile	<ul style="list-style-type: none"> Analysis workshops held per the provided agendas Client participated in workshops 	R	A	R		R	R			I
D0016	Analysis	Solution Design Report (SpryCIS, SpryEngage, SpryMobile)	<ul style="list-style-type: none"> Report delivered to Client 	R	A	R		C	C			I
D0017	Analysis	Solution Design Report (SpryCIS, SpryEngage, SpryMobile) Sign Off	<ul style="list-style-type: none"> Client review report and provided feedback SpryPoint updates document Client signs off on report 	R	A	R		C	R			
D0021	Analysis	Data Mapping	<ul style="list-style-type: none"> SpryPoint presents data mapping template to Client during Initiation Client completes data mapping template SpryPoint answers questions for Client as required to fill out data mapping template 	A		R		C	R			



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0022	Analysis	Report & Dashboard Plan	<ul style="list-style-type: none"> Review reporting needs Document delivered to Client 	A	R	R		C	R			
D0023	Analysis	Test Plan	<ul style="list-style-type: none"> Document delivered to Client Client signs off on document 	A		R		R	C			
D0024	Analysis	Training Plan	<ul style="list-style-type: none"> Document delivered to Client Client signs off on document 	A		R		R	C			
D0025	Analysis	User Roles & Permission Documentation	<ul style="list-style-type: none"> Document delivered to Client 	A		R		I				
D0028	Assembly 1	Initial System Configuration(s) - CIS	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Initial configuration completed in Production System Initial configuration reviewed with Client 	R	A	R		C	R			
D0029	Assembly 1	Data Conversion Iteration 1.0 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0030	Assembly 1	Data Conversion Iteration 1.0 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client SpryPoint delivered Data Acceptance Checklist Template 	I	R	A		I				
D0031	Assembly 1	Data Acceptance Testing 1.0	<ul style="list-style-type: none"> Client populates Data Acceptance Checklist Template Client completes data acceptance testing 	I		C		A	R			
D0032	Assembly 1	Functional Test Cases	<ul style="list-style-type: none"> Deliver to Client the out of the box test scripts to support Functional/Unit Testing (via Test Rail) 	A		R		I				
D0033	Assembly 1	Functional Test Case Updates	<ul style="list-style-type: none"> Update Test Scripts and push to Members via Test Rail 	I		C		A	R			
D0036	Assembly 2	Core Team Training	<ul style="list-style-type: none"> Provide training agendas and material Deliver training to Client Core Team Client Core Team participates in training 	R		A		R	R			
D0037	Assembly 2	Assign User Roles & Permissions	<ul style="list-style-type: none"> Associate user ids with security roles 	I		C		A	R			

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0038	Assembly 2	Functional/Unit Testing R1	<ul style="list-style-type: none"> Execute Functional/Unit Testing Updated RAID Log 	R	R	R		A	R			
D0039	Assembly 2	SpryCIS Configuration Updates	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System 	C	A	R		C	C			
D0040	Assembly2	Initial Configuration SpryMobile	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Configuration Reviews in Staging Environment Initial configuration reviewed with Client 	R	A	R		C	R			
D0041	Assembly2	Initial Configuration SpryEngage	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Configuration Reviews in Staging Environment Initial configuration reviewed with Client 	R	A	R		C	R			

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0043	Assembly 2	Data Conversion Iteration 1.1 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0044	Assembly 2	Data Conversion Iteration 1.1 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	I	R	A		I				
D0044A	Assembly 2	Data Acceptance Testing 1.1	<ul style="list-style-type: none"> Client populates Data Acceptance Checklist Template Client completes data acceptance testing 	I		C		A	R			
D0045	Assembly 2	Bill Statement Mockup	<ul style="list-style-type: none"> Initial Requirements Session Draft/Mockup Bill Statement Ready for Client Review in Staging Environment 	A	R			R	R			
D0046	Assembly 2	Collection Letter(s) Mockup	<ul style="list-style-type: none"> Initial Requirements Session Draft/Mock Up Collection Letter(s) ready for Client Review in Staging Environment 	A	R			R	R			
D0047	Assembly 3	Data Conversion Iteration 2.0 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0048	Assembly 3	Data Conversion Iteration 2.0 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment 	I	R	A		I				



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Conversion reports delivered to Client 									
D0049	Assembly 3	Data Acceptance Testing 2.0	<ul style="list-style-type: none"> Client populates Data Acceptance Checklist Template Client completes data acceptance testing 	I		C		A	R			
D0050	Assembly 3	Functional/Unit Testing R2	<ul style="list-style-type: none"> Execute Functional/Unit Testing Updated RAID Log Client signs off on Functional/Unit Testing 	R	R	R		A	R			
D0051	Assembly 3	Bill Validation Testing R1	<ul style="list-style-type: none"> Complete Bill Validation Activities Bill Validation report delivered to Client Update RAID log Signoff Bill Validation R1 	A	C	R		R	R			
D0052	Assembly 3	Configuration Updates - SpryCIS	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Configuration updates completed in Production System 	C	A	R		C	C			
D0053	Assembly	Configuration Updates - SpryMobile	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates 	R	A	R		C	R			



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Configuration updates completed in Production System 									
D0054	Assembly 3	Configuration Updates SpryEngage	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Configuration updates completed in Production System 	R	A	R		C	R			
D0055	Assembly 3	Integration Test Cases	<ul style="list-style-type: none"> Deliver to Client the out of the box test scripts to support End-to-End 	A		R		I				
D0056	Assembly 3	Integration Test Cases Updates	<ul style="list-style-type: none"> Update integration test scripts to support Client's specific details 	I		C		A	R			
D0057	Assembly 3	Bill Statement Testing	<ul style="list-style-type: none"> Bill statement in staging environment Client executes testing Client provides feedback and finalizes requirements 	A		R		R	R			C
D0058	Assembly 3	Collection Letter Testing	<ul style="list-style-type: none"> Collection Letter(s) in staging environment Client executes testing Client provides feedback and finalizes requirements 	A		R		R	R			C



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0059	Assembly 4	Data Conversion Iteration 2.1 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0060	Assembly 4	Data Conversion Iteration 2.1 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	I	R	A		I				
D0061	Assembly 4	End-to-End R1	<ul style="list-style-type: none"> Execute End-to-End testing Updated RAID Log 	R	R	R		A	R			
D0062	Assembly 4	Bill Validation Testing R2	<ul style="list-style-type: none"> Execute fixes from previous testing Complete Bill Validation Activities Bill Validation report delivered to Client Update RAID log Signoff Bill Validation R2 	A	C	R		R	R			
D0063	Assembly 5	Data Conversion Iteration 2.2 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0064	Assembly 5	Data Conversion Iteration 2.2 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	I	R	A		I				



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0065	Assembly 5	End-to-End R2	<ul style="list-style-type: none"> Execute End-to-End Updated RAID Log Client signs off on End-to-End 	R	R	R		A	R			
D0066	Assembly 5	Bill Validation Testing R3	<ul style="list-style-type: none"> Complete/confirm fixes from previous testing Complete Bill Validation Activities Bill Validation report delivered to Client Update RAID log Signoff Bill Validation R3 	A	C	R		R	R			
D0067	Assembly 5	Bill Statement Final	<ul style="list-style-type: none"> Bill statement in staging environment Client executes testing Client signs off on statement 	A		R		R	R			I
D0068	Assembly 5	Collection Letter(s) Final Testing	<ul style="list-style-type: none"> Collection Letter(s) in staging environment Client executes testing Client signs off on collection letter(s) 	A		R		R	R			I
D0069	Assembly 5	Configuration Finalized - SpryCIS	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System Review with Client 	C	A	R		C	C			



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0070	Assembly 5	Configuration Finalized - SpryMobile	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System Review with Client 	R	A	R		C	R			
D0071	Assembly 5	Configuration Finalized – SpryEngage	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System Review with Client 	R	A	R		C	R			
D0073	Assembly 5	Data Extraction Archive	<ul style="list-style-type: none"> Meeting to discuss data requirements and formats Client provides extracted data 	A		R		R	R			
D0074	Assembly 5	Data Archive Import (Test)	<ul style="list-style-type: none"> Develop/Update data import routines Load iteration data in staging environment Data Archive Solution configured and ready for Client testing 	A		R		I				

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0075	Assembly 5	User Acceptance Test Cases	<ul style="list-style-type: none"> Deliver to Client the out of the box test scripts to support user acceptance testing 	A		R		I				
D0076	Assembly 5	User Acceptance Test Cases Updates	<ul style="list-style-type: none"> Update User Acceptance test scripts to support Client's specific details 	I		C		A	R			
D0077	Validation 1	Reports & Dashboards Group 1	<ul style="list-style-type: none"> Group 1 reports & dashboards loaded in staging environment 	A		R		I				
D0078	Validation 1	Reports & Dashboards Group 2	<ul style="list-style-type: none"> Group 2 reports & dashboards loaded in staging environment 	A		R		I				
D0079	Validation 1	Data Conversion Iteration 3.0 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C	R		
D0080	Validation 1	Data Conversion Iteration 3.0 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	R		A		I	C			
D0081	Validation 1	Tester Training	<ul style="list-style-type: none"> Provide training agendas and material Deliver training to Client Testing Team Client Core Team participates in training 	R		A		R	R	R		

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0082	Validation 1	User Acceptance Testing R1	<ul style="list-style-type: none"> • Client Executes User Acceptance testing • SpryPoint provides support • Updated RAID Log 	R	R	R		A	R	R		
D0086	Validation 1	Client Driven Solution Walkthrough	<ul style="list-style-type: none"> • Client delivers solution walkthrough • SpryPoint signs off on walkthrough 	R	R			A	R			
D0087	Deployment	Go Live Plan (Initial)	<ul style="list-style-type: none"> • Go Live Plan delivered to Client • Client reviewed and provided input • Updated Go Live Plan 	A	R	R		R	R			
D0088	Deployment	SpryPoint Internal Go/No Go Decision	<ul style="list-style-type: none"> • Go/No Go Presentation prepared • Go/No Go meeting held • Decision documented and shared 	A	R	R	R	I	I			I
D0089	Deployment	SpryPoint/Client Go/No Go Decision	<ul style="list-style-type: none"> • Go/No Go Presentation prepared • Go/No Go meeting held • Decision documented and shared 	A	R	R	R	R	R	R	R	R
D0090	Deployment	End User Training Group 1	<ul style="list-style-type: none"> • Training schedule and agenda provided • Training material provided • Training delivered per training schedule 	C		R		R	R	R	R	

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0091	Deployment	End User Training Group 2	<ul style="list-style-type: none"> Training schedule and agenda provided Training material provided Training delivered per training schedule 	C		R		R	R	R	R	
D0092	Deployment	End User Training Group 3	<ul style="list-style-type: none"> Training schedule and agenda provided Training material provided Training delivered per training schedule 	C		R		R	R	R	R	
D0095	Deployment	Practice Sessions for Trained End Users	<ul style="list-style-type: none"> Client develops practice session schedule Users participate in practice session 	I				A	R	R	R	
D0096	Deployment	Mock Go Live	<ul style="list-style-type: none"> Mock go live schedule determined Mock go live executed Mock go live results reviewed Client signs off on mock go live 	A	R	R		R	R			
D0097	Deployment	Go Live Plan - Updates	<ul style="list-style-type: none"> Go Live Plan updated with information from Mock Go Live Client reviewed and provided input 	A	R	R		R	R			
D0099	Deployment	Go Live Plan - Finalized	<ul style="list-style-type: none"> Go Live Plan updated with information from Mock Go Live Client reviewed and provided input 	A	R	R		R	R			



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0100	Deployment	Final Data Conversion Exports	<ul style="list-style-type: none"> Run data exports Create & deliver required reports Load data on SFTP site & notify SpryPoint 	I				A	R			
D0101	Deployment	Data Conversion 4.0	<ul style="list-style-type: none"> Run data imports Create & deliver data conversion validation reports Load data in production environment Client signs off on data 	A		R		R	R			
D0102	Deployment	Go Live	<ul style="list-style-type: none"> SpryPoint & Client complete activities per the go live plan Client signs off on go live 	A	R	R	I	R	R		I	C
D0103	Deploy	Initial Post Go Live Support Plan	<ul style="list-style-type: none"> Post Go Live Support Plan delivered to Client for review 	A	R			R				
D0104	Deploy	Data Archive Extraction - Live	<ul style="list-style-type: none"> Client provides extracted data 	A		R		I				
D0105	Deploy	Data Archive Import - Live	<ul style="list-style-type: none"> Import Data Archive information 	A		R		I				



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Data Archive Solution configured and ready for Client in Production 									
D0106	Operation	Post Go Live Support Month 1	<ul style="list-style-type: none"> Client Executing business in Production Completed month end Updated and prioritized RAID log Updated Post Go Live Support Plan 	A	R	R		R	R		I	
D0107	Operation	Post Go Live Support Month 2	<ul style="list-style-type: none"> Client Executing business in Production Completed month end Updated and prioritized RAID log Updated Post Go Live Support Plan 	A	R	R		R	R		I	
D0108	Operation	Post Go Live Support Month 3	<ul style="list-style-type: none"> Client Executing business in Production Completed month end Updated and prioritized RAID log 	A	R	R		R	R		I	
D0109	Operation	Transition to Client Success	<ul style="list-style-type: none"> Meeting scheduled with Client Meeting held with Client, Client Success Team and SpryPoint Project Manager 	A	I		I	R	R			I
D0110	Operation	Finalized RAID Log	<ul style="list-style-type: none"> Review of the finalized RAID log with Client Client signs off on finalized RAID Log 	A	R			R	R			



No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0111	Operation	Refresher Training	<ul style="list-style-type: none"> Training agenda provided to Client Training delivered to Client 	A		R		R	R		R	
D0113	Operation	Project Close Out	<ul style="list-style-type: none"> Project Close Out documents delivered to Client Client signs off on project close out documents 	A			I	R				I

7. Milestone Payment Schedule

All prices are in USD

Milestones				
Milestone	Phase	Milestone Name	Milestone Payment Details	Amount
PI001	Initiation	Environment Deployment	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0004 -D0007	\$1,140.00
PI002	Initiation	Foundation Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: - D0008	\$3,200.00
PI003	Initiation	Data Review & Data Strategy	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: - D0005 - D0006	\$1,600.00
AN001	Analysis	Project Kickoff	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0001 -D0002 -D0003 -D0009	\$1,600.00

Milestones

			-D0010 -D0012	
AN002	Analysis	Analysis Workshops - SpryCIS	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0013	\$4,000.00
AN003	Analysis	Analysis Workshops - SpryEngage	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0014	\$2,500.00
AN004	Analysis	Analysis Workshops - SpryMobile	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0015	\$2,500.00
AN005	Analysis	Solution Design Report Delivery (SpryCIS, SpryEngage, SpryMobile)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0016	\$3,000.00
AN006	Analysis	Solution Design Report Sign Off (SpryCIS, SpryEngage, SpryMobile)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0017	\$2,000.00
AN007	Analysis	Data Conversion Mapping	The amount will be invoiced with the following deliverables meet their acceptance criteria as	\$2,400.00

Milestones

			defined in the SOW Section 6: -D0021	
AN008	Analysis	Report & Dashboard Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0022	\$2,200.00
AN009	Analysis	Training Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0024	\$1,600.00
AN010	Analysis	Testing Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0023	\$1,600.00
AN011	Analysis	User Roles & Permission Documentation	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0025	\$1,200.00
AS001	Assembly	Configuration - Initial SpryCIS Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0028	\$8,000.00
AS006	Assembly	Configuration - Initial	The amount will be invoiced with the following deliverables meet their	\$4,800.00

Milestones

		SpryEngage Configuration	acceptance criteria as defined in the SOW Section 6: -D0041	
AS008	Assembly	Configuration - Initial SpryMobile Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0040	\$4,800.00
AS002	Assembly	Data Iteration 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0029 -D0030 -D0031	\$8,000.00
AS003	Assembly	Bill Statement Mock Ups	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0045	\$5,000.00
AS014	Assembly	Core Team Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -DS0036	\$6,800.00
AS009	Assembly	Data Iteration 1.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0043	\$4,000.00

Milestones

			-D0044 -D0044A	
AS016	Assembly	Data Iteration 2.0	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0047 -D0048 -D0049	\$6,000.00
AS018	Assembly	Bill Statement Test	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0057	\$3,000.00
AS031	Assembly	Bill Statement Final	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0067	\$3,000.00
AS022	Assembly	Data Iteration 2.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0059 -D0060	\$4,000.00
AS029	Assembly	Data Iteration 2.2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0063 -D0064	\$4,000.00

Milestones

VA001	Validation	Data Iteration 3.0	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0079 -D0080	\$4,000.00
AS030	Assembly	Data Archive (Test)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0073 -D0074	\$2,400.00
DP002	Deployment	Data Archive (Live)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0104 -D0105	\$1,600.00
AS004	Assembly	Functional Unit Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0032	\$1,600.00
AS015	Assembly	Functional Unit Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0038	\$6,200.00
AS017	Assembly	Functional Unit Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as	\$6,000.00

Milestones

			defined in the SOW Section 6: -D0050	
AS005	Assembly	Configuration - SpryCIS Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0039 -D0052	\$8,000.00
AS007	Assembly	Configuration - SpryEngage Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0054	\$3,200.00
AS019	Assembly	Configuration - SpryMobile Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0053	\$3,200.00
AS020	Assembly	Bill Validation Testing Round 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0051	\$6,000.00
AS024	Assembly	Bill Validation Testing Round 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0062	\$4,000.00
AS025	Assembly	Bill Validation Testing Round 3	The amount will be invoiced with the following	\$4,000.00

Milestones

			deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0066	
AS021	Assembly	End to End Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0055	\$1,600.00
AS023	Assembly	End to End Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0061	\$3,800.00
AS032	Assembly	End to End Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0065	\$3,800.00
AS025	Assembly	Configuration - SpryCIS Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0069	\$7,920.00
AS026	Assembly	Configuration - SpryEngage Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0071	\$3,600.00

Milestones

AS027	Assembly	Configuration - SpryMobile Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0070	\$3,600.00
AS034	Assembly	User Acceptance Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0075 -D0076	\$1,600.00
VA003	Validation	User Acceptance Testing	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0082	\$3,800.00
VA006	Validation	Client Driven System Walkthrough	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0086	\$1,600.00
DP003	Deployment	End User Training 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0090	\$4,080.00
DP004	Deployment	End User Training 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW	\$4,000.00

Milestones

			Section 6: -D0091	
DP005	Deployment	End User Training 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0092	\$1,600.00
DP001	Deployment	Mock Go-Live	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0087 -D0096 -D0099	\$4,560.00
DP006	Deployment	Data Iteration 4	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0100 -D0101	\$4,000.00
DP007	Deployment	Go-Live	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0088 -D0089 -D0102 -D0103	\$18,800.00
OP001	Operation	Post Go-Live Support Month 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW	\$28,400.00

Milestones

			Section 6: -D0106	
OP002	Operation	Post Go-Live Support Month 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0107	\$12,160.00
OP003	Operation	Post Go-Live Support Month 3	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0108 -D0109 -D0110 -D0111	\$7,600.00
OP004	Operation	Project Close Out	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0113	\$2,000.00
AS010	Assembly	Reports & Dashboards Group 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0077	\$3,800.00
AS011	Validation	Reports & Dashboards Group 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0078	\$3,800.00

Milestones

AS037	Assembly	Collection Letter(s) Mock Ups	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0046	\$5,000.00
AS038	Assembly	Collection Letter(s) Final	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0058 -D0068	\$3,000.00
IN001	Assembly	Integration - Sensus AMR (Metering Reading File)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT01	\$3,040.00
IN002	Assembly	Integration - Paymentus Payment Processing	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT02	\$0.00
IN003	Assembly	Integration - BSI Backflow management application	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT03	\$0.00
IN004	Assembly	Integration - DataPrint LLC	The amount will be invoiced when the following Integration	\$4,560.00

Milestones

		Outsourced bill printer	deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT04	
IN005	Assembly	Integration - Sage ERP/Financial Integration	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT05	\$4,560.00
IN006	Assembly	Integration - Esri (GIS)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT06	\$1,520.00
IN007	Assembly	Integration - Various Payment Import Files	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT07	\$4,560.00
EN001	Assembly	Enhancement - FR #66 - Water Usage Allocation & Plant Investment	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable EN01	\$19,000.00
EN002	Assembly	Enhancement - FR #69 - Commercial Overuse	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available	\$19,000.00

Milestones

		Surcharge Threshold	in the client staging environment: -SOW Deliverable EN02	
PM001	Project Management	Project Management 1	Payment Due with Environment Deployment (Milestone PI001)	\$9,500.00
PM002	Project Management	Project Management 2	Payment Due with Project Kickoff (Milestone AN001)	\$9,500.00
PM003	Project Management	Project Management 3	Payment Due on Signoff of Solution Design Report (Milestone AN006)	\$9,500.00
PM004	Project Management	Project Management 4	Payment Due on the Completion of Functional Testing (Milestone AS017)	\$9,500.00
PM005	Project Management	Project Management 5	Payment Due on the Completion of Integration Testing (Milestone AS032)	\$9,500.00
PM006	Project Management	Project Management 6	Payment Due on the Completion of User Acceptance Testing (Milestone VA003)	\$9,500.00
PM007	Project Management	Project Management 7	Payment Due on Go Live (Milestone DP007)	\$9,500.00
PM008	Project Management	Project Management 8	Payment Due on Project Close Out (Milestone OP004)	\$9,500.00
				\$408,500.00

8. Project Timeline

The scope of services and corresponding pricing set forth in this Statement of Work are based upon an estimated implementation period of twelve (12) months from project commencement to Go-Live, with an additional three (3) months of Post-Go-Live stabilization and support. The total anticipated project duration is fifteen (15) months. Any material changes to the agreed timeline may be subject to a change order and revised pricing.

9. Travel

SpryPoint estimates that the Project will require eleven (11) "Travel Events". A "Travel Event" is defined as an activity whereby an individual member of **SpryPoint's** staff travels to the **Client's** location to conduct Project related activities for the agreed to number of consecutive days. For clarity, if multiple members of **SpryPoint's** staff travel to the **Client's** location each **SpryPoint** staff member's travel will constitute a separate Travel Event regardless of whether the travel is concurrent.

All Travel Events are subject to **Client's** written approval. If **Client** cancels an already approved Travel Event, **Client** is responsible for reimbursement of any expenses, including any fees resulting from such cancellation, that are incurred by **SpryPoint** up to and until the time that **SpryPoint** has received written notice of cancellation.

Reimbursable Travel Event expenses include but are not limited to:

- \$75 per diem for meals (no receipts provided)
- airfare (receipts provided)
- hotel (receipts provided)
- parking (receipts provided)
- car rental (receipts provided)
- taxi (receipts provided)
- mileage (receipts provided)
- tolls (receipts provided)
- WIFI/internet fees (receipts provided)

For **Client's** budgetary planning purposes, **SpryPoint** estimates that the above referenced Travel Events will total approximately \$33,000 USD and will be billed as incurred.

Recommended Onsite Activities
Discovery
Core Team Training
Testing Round Kickoffs
Go-Live
End User Training
Post Go-Live Check In

10. Out of Scope

The following items are considered out of scope:

- **SpryPoint** is not responsible for training the **Client** on prerequisite education such as basic PC skills and fundamental business process knowledge
- If new employees are hired after **SpryPoint** has provided training; training for this new individual(s) is considered out of scope.
- Rate changes introduced after the start of user acceptance testing is considered out of scope.

11. Appendices

11.1. Project Implementation Details

The following Implementation details describe the deliverables included in the scope of this project. These deliverables will apply to all in scope product lines defined in section 2.1 as applicable.

11.1.1. Initiation

Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the project. At the start of the project, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW. The following activities will occur as part of Project Initiation.

Initiation – Initial Project Schedule

Deliverable(s): D0000

The **SpryPoint** Project Manager will work with the **Client** Project Manager to review, update and align on the initial project schedule.

Initiation – Project Start Up

Deliverable(s): D0001, D0002, D0003

SpryPoint will mobilize its project team to ensure they have a strong understanding of the **Client** and the project scope. An introduction call will be scheduled between the **SpryPoint** and **Client** Project Managers to:

- Mobilize project teams
- Complete introductions
- Discuss the project schedule
- Agree and setup project infrastructure
- Finalize the approach for file sharing
- Discuss next steps

Initiation – Deploy Environments

Deliverable(s): D0007

SpryPoint will deploy environment as defined in the Exhibit A – Initial SaaS Subscription Order Form. Upon deployment of the environments **SpryPoint** will setup access for Core Team, so the **Client** can connect and validate that the environments are available and ready for use.

Initiation – Provision SFTP Site for Data Transfer

Deliverable(s): D0004

SpryPoint will provision an SFTP site for **Client** data transfer. The **Client** will identify team member(s) who will require access, these team members are the resource(s) responsible for completing the data transfer.

Initiation – Data Review

Deliverable(s): D0006

Before the workshops the **Client** will provide **SpryPoint** with a copy of their data for analysis. This data analysis will provide insight into the **Client** and help identify areas where there may need to be additional discovery during the workshops.

Initiation – Data Strategy

Deliverable(s): D0005

The data strategy document is designed to outline and explain the process used for converting the **Client** data during the implementation. This document will contain the following information:

- Data conversion methodology and process
- Validate roles & responsibilities
- Data iterations and requirements for each
- Estimated timeline
- Data validation process
- Balancing report(s) needs

Initiation – Data Mapping

Deliverable(s): D0021

The purpose of the Data Mapping activity is to map fields in the **Client's** legacy CIS system to the **SpryPoint** CIS system, as well as the review the required format and naming conventions for the data extraction files. **SpryPoint** will meet with the **Client's** Data Subject Matter Experts to discuss this process and review the Required Fields for Conversion Template. The **Client** will be responsible to complete this template, however, **SpryPoint** will be available to answer questions.

Initiation - Workshop Questionnaires

Deliverable(s): D0010, D0011

To prepare for the Analysis Workshops, **SpryPoint** will send the **Client** a series of workshop questionnaires. The **Client** Core Team will need to validate prepopulated information and fill in any additional requested information. These should be completed and returned to **SpryPoint** no less than two (2) weeks before the scheduled workshops. These questionnaires are designed to help facilitate the workshops and identify areas of concern or where additional discovery may be required.

Initiation - Foundation Training

Deliverable(s): D0008

During this phase before the workshops **SpryPoint** will complete a remote instructor led training session. The purpose of this session set the stage for the Analysis workshops by introducing the core team members to the **SpryPoint** product(s), how they work as well as align on terminology. **Client** team members that will be part of the Analysis Workshops should complete this training.

11.1.2. Analysis

The purpose of the Analysis phase is to gather the specific information needed to complete configuration of the **SpryPoint** Products. This phase is also used to clarify any business requirements and processes and/or identify any gaps that may exist.

Analysis – Project Kickoff

Deliverable(s): D0012

SpryPoint will conduct a formal Project Kickoff meeting with the **Client** and the **Client** Core Team. The purpose of the meeting is to level set on the Project goals and implementation approach for the **SpryPoint**. This will also allow the core team to answer any questions they may have for **SpryPoint**.

Analysis – Workshops

Deliverable(s): D0009, D0013, D0014, D0015, D0018

Workshops are collaborative session designed to bring together the **Client's** Core Team members and any other key stakeholders and/or decision makers from across an organization to analyze and evaluate the alignment between **SpryPoint** Solution and the desired future state. The workshops are structured, interactive meetings that focus on identifying areas where gaps exist between the out of the box **SpryPoint** workflows and the **Clients** desired future state processes. If any of the gaps were responded to affirmatively in the requirements scope in Exhibit D, **SpryPoint** will provide this functionality at no cost to the **Client**. Upon completion and **Client** approval, the Solution Design Report will become the governing document and will serve as the authoritative source of truth for all in-scope requirements and the agreed-upon solution configuration. The Solution Design Report will govern all subsequent project phases.

Prior to the workshops **SpryPoint** will:

- Develop Workshop schedule/agenda with input from the **Client**
- Familiarize themselves with the **Client's** legacy system using available material provided by the **Client**, personal interviews, and other such information as needed.

Analysis – Solution Design Report

Deliverable(s): D0016, D0017

Upon completion of the Analysis Workshops **SpryPoint** will deliver to the **Client** a Solution Design Report. This report will outline the findings of the workshops, how the solution will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the Solution Design Report. It should be noted that as decisions in the project evolve this document will be updated.

Analysis – Planning Documents

Deliverable(s): D0023, D0024

During the Analysis Phase there are several documents that are created. To create these documents **SpryPoint** will meet with the appropriate **Client** team members.

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan testing success parameters will be mutually agreed to with the **Client** for each major testing activity (Functional, Integration, User Acceptance). For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial account with no unexplainable discrepancies.
- **Training Plan** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses, an approach, curriculum, type of training delivery, recommended seats, high-level schedule for training, and the need for **Client** training facilities and materials. The **Client** will be responsible for matching training needs to individual End Users.

Analysis – Reporting & Dashboards Plan

Deliverable(s): D0022

Once transactional data has started being converted, **SpryPoint** will complete a reports & dashboard analysis. The purpose of this analysis is to compare the out of the box report library to the reporting and dashboard needs that support the **Client's** future state business processes and identify any gaps.

Analysis – User Roles & Permissions

Deliverable(s): D0025, D0037

During the implementation **SpryPoint** will provide details on the out of the box Roles & Permission provided in the product(s). Based on this information, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own.

11.1.3. Assembly

The Assembly Phases are grouped together to create several iterative building blocks designed to promote **Client** understanding and engagement throughout the process. This is where most of the implementation effort will be concentrated.

Assembly 1 – Initial Configuration

Deliverable(s): D0028

SpryPoint will create an initial pass at the configuration based on best practices to meet the desired future state. At times the **Client** may be required to meet with **SpryPoint** to attend a Configuration Workshop to answer questions related to the configuration. At times, it may be necessary for the **Client** to complete configuration homework to support the Configuration work that is being completed by **SpryPoint**.

Initial configuration for SpryCIS includes the following:

- Customer Status(s)
- Premise Status(s)
- Premise Type(s)
- Account Status(s)
- Account Type(s)
- Billing Cycle(s)
- Collections Routine(s)
- Relationship Type(s)
- Meter Configuration
- Billing Route(s)
- Service Type(s)
- Rate Schedule(s)
- Charge Type(s)
- Credit Memo Type(s)
- Global Configuration
- Measurement Type(s)
- News Item Categories
- Payment Source
- Auto Number Configuration
- Move In request Type(s)
- Move Out request Types(s)

Upon completion of the initial configuration, the system will be ready for the initial review by the **Client**. **SpryPoint** will turn the system over to the begin some initial review of the system.

Assembly 1 – Data Conversion 1.0

Deliverable(s): D0029, D0030

This is the initial data extraction and as a result is the first test of the data mapping. When this iteration of data is completed, users will be able:

- Review **Client** Data in the respective **SpryPoint** solutions on the following record types:
 - Accounts
 - Customers
 - Premises
 - Services
 - Service Points
 - Meters
 - Service Agreements
 - Billing Agreements
 - Meter Reads
- Complete data acceptance testing.

In addition, **SpryPoint** will provide data validation reports that will outline what data has been converted, control totals and areas of concern, areas where data cleansing may need to occur or any other data abnormalities.

Assembly 1 – Data Acceptance Testing

Deliverable(s): D0031

In addition, the **Client** will be required to complete data acceptance testing. **SpryPoint** will provide checklists to use as guides for data acceptance testing and be available to provide support and answer questions. The objective of this data acceptance testing is to confirm the accuracy, completeness, consistency, and usability of the converted data objects.

Assembly 1 – Functional Test Scripts

Deliverable(s): D0032, D0033

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

Assembly 2 – Data Conversion 1.1

Deliverable(s): D0043, D0044

The purpose of this data conversion is to correct any issues identified in data conversion 1.0. Upon completion of this data iterations the **Client** will:

- Complete data acceptance testing.
- Create bills, install meters, create billing & service agreements, and transitions.
- Supports Functional/Unit Testing Round 1

Assembly 2 – Data Acceptance Testing

Deliverable(s): D0044A

Data Acceptance Testing will focus on confirming that previously identified data issues have been resolved, testing any new converted data objects and that data meets all defined quality standards, and that any incremental data loads or updates are accurate. The **Client** will be responsible to complete data acceptance testing use the data checklist previously provided. **SpryPoint** will be available to provide support and answer questions.

Assembly 2 – Core Team Training

Deliverable(s): D0036

SpryPoint will provide Core Team Training to enable the **Client's** Core Team to fully understand and use the **SpryPoint** product(s) to execute their future state business processes. Training will include presentations, student workbooks, activities, and assessments to reinforce key concepts. Materials will focus on out-of-the-box system functionality, which may include features not applicable to the **Client**. Note: this training will not be customized to the **Client's** specific processes.

Assembly 2 – Functional/Unit Testing R1

Deliverable(s): D0038

The first round of Functional/Unit Testing will focus on validating configurations against the agreed future state business processes. The **Client**, with support from **SpryPoint**, will execute predefined test cases to confirm that key features and workflows perform as intended. Any defects or gaps identified during this round will be documented and prioritized for resolution prior to subsequent testing. The **Client** is responsible for providing resources to execute and validate the test scenarios and to support timely issue resolution.

Assembly 2 – Configuration Updates

Deliverable(s): D0039

Following the completion of the first round of Functional/Unit Testing, **SpryPoint** will coordinate with the **Client** to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 2 – Bill Statement Mockup

Deliverable(s): D0045

SpryPoint will work with the **Client** to Mockup what they would like the bill statement pdf to look like. In addition, any print requirements from the **Client's** print vendor and lockbox vendor should be provided. The **SpryPoint** team will use this information to generate an initial mockup of the bill statement.

Assembly 2 – Collection Letter(s) Mockup

Deliverable(s): D0046

SpryPoint will work with the **Client** to Mockup what they would like the collection letter(s) pdf to look like. In addition, any print requirements from the **Client's** print vendor and lockbox vendor should be provided. The **SpryPoint** team will use this information to generate an initial mockup of the Collection Letter(s).

Assembly 3 – Data Conversion 2.0

Deliverable(s): D0047, D0048

The purpose of this data iteration is to fix issues found during Iteration 1.1 and complete the first conversion of transactional data. The following activities are targeted to be completed before Iteration 2.0 can be completed:

- Compare Total AR balances between **SpryPoint** and **Client's** current system
- Complete data acceptance testing
- Complete Functional/Unit Testing R2
- Complete initial bill validation testing

Assembly 3 – Data Acceptance Testing

Deliverable(s): D0049

Data Acceptance Testing will focus on confirming that previously identified data issues have been resolved, testing any new converted data objects and that data meets all defined quality standards, and that any incremental data loads or updates are accurate. The **Client** will be responsible to complete data acceptance testing use the data checklist previously provided. **SpryPoint** will be available to provide support and answer questions.

Assembly 3 – Functional/Unit Testing R2

Deliverable(s): D0050

The final round of Functional/Unit Testing will focus on validating any new or updated configurations against the agreed future state business processes. The **Client**, with support from **SpryPoint**, will execute predefined test cases to confirm that key features and workflows perform as intended. Any defects or gaps identified during this round will be documented and prioritized for resolution prior to subsequent testing. The **Client** is responsible for providing resources to execute and validate the test scenarios and to support timely issue resolution.

Assembly 3 – Bill Validation R1

Deliverable(s): D0051

SpryPoint will run the initial bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. **SpryPoint** and the **Client** will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 3 – Configuration Updates

Deliverable(s): D0052, D0053, D0054

Following the completion of the second round of Functional/Unit Testing, and the first round of bill validation testing, **SpryPoint** will coordinate with the **Client** to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 3 – Integration Test Scripts

Deliverable(s): D0055, D0056

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

Assembly 3 – Bill Statement Testing

Deliverable(s): D0057

SpryPoint will work with the **Client** to complete initial testing of the bill statement mockups. The **Client** will need to provide feedback from this testing to finalize the bill statement template requirements. **SpryPoint** will use this information to update the bill statement based on the agreed requirements.

Assembly 3 – Collection Letter Testing

Deliverable(s): D0058

SpryPoint will work with the **Client** to complete initial testing of the collection letter(s) mockups. The **Client** will need to provide feedback from this testing to finalize the collection letter(s) template requirements. **SpryPoint** will use this information to update the collection letter(s) based on the agreed requirements.

Assembly 4 – Data Conversion 2.1

Deliverable(s): D0059, D0060

The purpose of this data iteration is to fix issues found during Iteration 2 and bring in any additional in scope transactional data that may have not been included in iteration 2. The following activities are targeted to be completed before Iteration 2.1 can be completed:

- Compare Total AR balances between **SpryPoint** and **Client's** current system
- Compare Customer AR balances between **SpryPoint** and **Client's** current system
- Complete End-to-End R1
- Complete Bill Validation Testing R2

Assembly 4 – End-to-End Testing R1

Deliverable(s): D0061

End-to-End Round 1 will focus on validating end-to-end business processes across all integrated solution components. This initial round of End-to-End is designed to confirm that the configured system functions as intended within the broader business, supporting data flow and process execution across modules and external interfaces. Test scenarios will simulate real-world transactions and workflows to identify any gaps, defects, or integration issues early in the project lifecycle. Successful completion of End-to-End Round 1 will support confidence in the solution's ability to meet the **Client's** future state business requirements and operational needs.

Assembly 4 – Bill Validation R2

Deliverable(s): D0062

SpryPoint will run another bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. **SpryPoint** and the **Client** will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 4 – Configuration Updates

Deliverable(s): D0052, D0053, D0054

Following the completion of the initial round of End-to-End, and the second round of bill validation testing, **SpryPoint** will coordinate with the **Client** to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to

the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 5 – Data Conversion 2.2

Deliverable(s): D0063, D0064

The purpose of this data iteration is to fix issues found during Iteration 2.1. The following activities are targeted to be completed before Iteration 2.2 can be completed:

- Compare Total AR balances between **SpryPoint** and **Client's** current system
- Compare Customer AR balances between **SpryPoint** and **Client's** current system
- Complete End-to-End R2
- Complete Bill Validation Testing R3

Assembly 5 – End-to-End R2

Deliverable(s): D0065

Round 2 of End-to-End will focus on retesting any failed tests from round 1 and any end to end processed that were not completed as part of round 1 testing.

Assembly 5 – Bill Validation R3

Deliverable(s): D0066

SpryPoint will run another bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. **SpryPoint** and the **Client** will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 5 – Bill Statement Signoff

Deliverable(s): D0067

SpryPoint will work with the **Client** to test the final bill statement pdf to ensure that it is functioning as required and meets the documented agreed to requirements. Upon successful testing the **Client** will be required to sign off on the template.

Assembly 5 – Collection Letter(s) Signoff

Deliverable(s): D0068

SpryPoint will work with the **Client** to test the final collection letter(s) pdf to ensure that it is functioning as required and meets the documented agreed to requirements. Upon successful testing the **Client** will be required to sign off on the template.

Assembly 5 – Configuration Finalized

Deliverable(s): D0069, D0070, D0071, D0072

Upon completion of End-to-End any final updates will be completed. A review of the recommended configuration will be completed with the **Client**, so they may understand the configuration and ask any related questions. **SpryPoint** will lead this Configuration Review, and the **Client** Core Team will be required to participate in this review. Upon completion of this review the configuration should be signed off on by the **Client**

Assembly 5 – Data Archive Test

Deliverable(s): D0073, D0074

SpryPoint will work with the **Client** to provide the requirements and file formats to load the data in the **SpryPoint** Data Archive Solution. The data will be loaded and available to the **Client** to perform testing on during user acceptance testing.

Assembly 5 – User Acceptance Test Scripts

Deliverable(s): D0075, D0076

SpryPoint will provide out of the box test scripts based on the standard day in the life business roles, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

11.1.4. Validation

The Validation Phase represents the final testing point before Go-Live and serves to confirm the **Client**'s readiness for production deployment. During this phase, the project team will validate that all future-state roles have been fully defined, documented, and understood by the **Client**, ensuring that personnel are prepared to execute their responsibilities effectively within the new solution. Successful completion of the Validation Phase will confirm that the **Client** is positioned for a smooth transition to Go-Live.

Validation 1 – Data Conversion 3.0

Deliverable(s): D0079, D0080

The purpose of Iteration 3 is to fix any open issues that are required for go live. Upon completion of Data Conversion 3.0, the **Client** will be able to:

- Compare Total AR balances between **SpryPoint** and **Client**'s current system
- Compare Customer AR balances between **SpryPoint** and **Client**'s current system
- Complete User Acceptance Testing R1

Validation 1 – Reports & Dashboards Group 1

Deliverable(s): D0077

SpryPoint will deliver the first group of reports and dashboards as defined in the Report & Dashboard Plan. Group 1 reports and dashboards will be loaded into the staging

environment. The **Client** will be responsible for reviewing the reports and dashboards and providing feedback to **SpryPoint**.

Validation 1 – Tester Training

Deliverable(s): D0081

To ensure the project team has captured as many scenarios as possible and addressed all business cases, it is important that other users be identified and perform testing during the User Acceptance Testing phase. **SpryPoint** will provide training to these users in preparation for User Acceptance Testing. The Tester Training will be role-based and act as a validation of material for end-user training.

Although **SpryPoint** is responsible for providing the training, it is highly recommended that a core team member be part of the training session to help facilitate buy-in of the new functionality and business processes.

Validation 1 – User Acceptance Testing R1

Deliverable(s): D0082

During User Acceptance Testing Round 1, the **Client** will be responsible for executing all required testing activities to validate that the solution meets their business needs and requirements. **SpryPoint** will provide support throughout this testing cycle, remaining available to answer questions and assist with resolving any issues, concerns, or clarification needs that may arise. This round of testing will follow a “day in the life” approach, simulating real-world scenarios and end-to-end workflows to ensure the solution functions effectively within the **Client’s** operational environment.

Validation 1 – Reports & Dashboards Group 2

Deliverable(s): D0078

SpryPoint will deliver the second group of reports and dashboards as defined in the Report & Dashboard Plan. Group 2 reports and dashboards will be loaded into the staging environment. The **Client** will be responsible for reviewing the reports and dashboards and providing feedback to **SpryPoint**.

Validation 1 – Client Driven Solution Walkthrough

Deliverable(s): D0086

As part of Go-Live readiness validation, the **Client** will lead a solution walkthrough to demonstrate their understanding of how to operate the system and execute end-to-end business processes within the implemented solution. This walkthrough will serve as a confirmation that the **Client’s** team is prepared to perform daily operations independently and that all critical workflows have been validated. **SpryPoint** will observe and provide support during the walkthrough to address any questions or issues identified. Successful

completion of the **Client**-led solution walkthrough will be a key indicator of readiness for Go-Live.

11.1.5. Deployment

The Deployment phase is the point at which the **Client** and **SpryPoint** decide whether all critical pieces are in place to turn the system over to production. This phase includes a production readiness evaluation, cutover planning, and remaining end user training.

Deployment – Go Live Cutover Plan

Deliverable(s): D0087, D0097, D0099

SpryPoint will develop a Go-Live Cutover Plan which outlines all issues and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other **SpryPoint** production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the **Client**.

Deployment – SpryPoint Internal Go/No Go Decision

Deliverable(s): D0088

SpryPoint will conduct an internal Go/No Go meeting to evaluate project readiness for Go-Live. The decision will be documented and shared with the **Client**. If the result is a "Go" decision, a joint Go/No Go meeting with the **Client** will be scheduled. If the result is a "No" decision, a meeting will be scheduled with the **Client's** Executive Sponsor to discuss concerns and establish an action plan.

Deployment – SpryPoint/Client Go/No Go Decision

Deliverable(s): D0089

Following a "Go" result from the internal meeting, **SpryPoint** will present the project status, risks, and cutover plan to the **Client's** Project Team, Executive Sponsor, and key stakeholders. The **Client** will be required to make a formal "Go" or "No-Go" decision. If approved, plans for the cutover are finalized. If not approved, **SpryPoint** and the **Client** will work together to determine if the concerns are in or out of scope and establish the appropriate actions to resolve them.

Deployment – Mock Go Live 1

Deliverable(s): D0096

SpryPoint and the **Client** will jointly conduct the first Mock Go-Live to rehearse cutover activities and validate readiness for production Go-Live. The exercise will confirm role readiness, validate the cutover schedule and timings, verify required manual entries, confirm reporting accuracy, and complete user testing. **SpryPoint** will review results with the **Client** and obtain sign-off on Mock Go Live 1.

Deployment – Go Live Plan Updates

D0097

SpryPoint will update the Go-Live Plan with information gathered during Mock Go Live 1, incorporating confirmed timings, process refinements, and adjustments needed for production cutover. The updated plan will be reviewed with the **Client** for input.

Deployment – End User Training Material

Deliverable(s): D0090

To assist the **Client's** end users with understanding of the **SpryPoint** product(s); **SpryPoint** will provide end to end system training. As part of training, **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During training, activities and assessments will be completed to help reinforce key concepts. Training material used during end user training will be localized to use **Client** Data for hands on exercises and will only contain details about system functionality that is being used as part of the **Client's** go forward business processes. Note: The training material will not contain specific business process information for the **Client**.

Deployment – End User Training

Deliverable(s): D0091, D0092, D0095

The end-user training will be performed by **SpryPoint** staff, with the assistance of one or more **Client** core team members. The **SpryPoint** instructor will supply the detailed knowledge of the applications being taught, and the **Client** functional resource will bring the detailed knowledge of **Client** processes to the classroom. The **SpryPoint** instructor will lead the instruction with the **Client** resource attending to clarify any process or procedure questions specific to their environment.

While **SpryPoint** will make every effort to complete end user training as close to Go-Live as possible, there may still be a period between training and Go-Live. As a result, the **Client** agrees to establish a practice lab and a schedule where trained users are scheduled and required to spend time practicing what they have been trained on.

Deployment – Data Archive Live

Deliverable(s): D0104, D0105

During this period the Data Archive solution configuration will be configured and ready for **Client** in production. Any issues identified by the **Client** during user acceptance

testing will be resolved. **Client** will provide extracted data, and **SpryPoint** will import Data Archive information.

Deployment – Data Conversion 4.0

Deliverable(s): D0100, D0101

Data Conversion 4.0 represents the final production data conversion and will be executed as part of the Go-Live cutover activities. The **Client** will complete the final data extractions from the legacy system and load the data files to the SFTP site. **SpryPoint** will execute the data import routines, load the converted data into the production environment, and deliver conversion validation reports to the **Client**. The **Client** will review and validate the converted data, including a comparison of Total AR and Customer AR balances between the **SpryPoint** solution and the legacy system. The **Client** will be required to sign off on the final data conversion before Go-Live activities can proceed.

Deployment – Go Live

Deliverable(s): D0102

Go-Live represents the scheduled production cutover during which the **Client** transitions from the legacy system to the **SpryPoint** solution. **SpryPoint** and the **Client** will execute all activities outlined in the approved Go-Live Cutover Plan. Upon completion of all cutover activities and validation checks, the **Client** will be required to provide formal sign-off to confirm readiness for business operations to resume on the **SpryPoint** solution.

Deployment – Post Go Live Support Plan

Deliverable(s): D0103

The Post Go-Live Support Plan will define, at both a daily and weekly level, the activities, resources, and responsibilities to be carried out during the designated post go-live support period. This period will serve as a transition phase, providing a ramp-down for the Implementation Team while enabling a ramp-up for the **Client** Success Team. The plan will include two critical components: (1) a detailed outline of the agreed-upon post go-live activities, including issue management processes, and (2) a schedule of these activities to ensure clear expectations and accountability.

11.1.6. Operation

The purpose of this phase is to ensure complete and successful transfer to the new customer information system as well as the other applications included in the Project scope and provide the **Client** with direct access to the implementation team personnel. The **SpryPoint** implementation team will work together with your production staff to ensure the systems are well understood and functioning per the agreed business processes.

Operation – Post Go Live Support

Deliverable(s): D0106, D0107, D0108

During this period the **Client** will be using the **SpryPoint** Solution as its daily system of record and performing the agreed business processes that were defined during the project. During this time the **SpryPoint** implementation team will act as the front-line support for the **Client** to answer questions, resolve issues, refine any requires processes, and provide refresher training. It is also during this time that **SpryPoint** will start to introduce the **Client** Success Team so the **Client** can become comfortable with the team.

Operation – Refresher Training

Deliverable(s): D0111

During the post Go-Live support period, **SpryPoint** will deliver refresher training to the **Client** as needed. Training agendas will be provided to the **Client** in advance of any scheduled sessions.

Operation – Transition to Client Success

Deliverable(s): D0109

This is the formal point in the project where the **Client** will work with the **Client** Success Team for any new issues and ongoing help.

Operation – Project Close Out

D0113, D0110

The Project Closeout phase will ensure that all contractual objectives have been met and that the **Client** is effectively operating with the implemented **SpryPoint** solutions. During this phase, **SpryPoint** will work collaboratively with the **Client** to confirm successful delivery of all agreed-upon project outcomes. All project documentation will be reviewed, finalized, and delivered to the **Client** in accordance with contract requirements. A formal final **Client** sign-off will be obtained to acknowledge completion of the project.

11.2. Definitions

In addition to the definitions contained elsewhere in this SOW, the terms in the table below are defined using the associated descriptions.

Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is the Client's validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several

Definition/Term Name	Definition/Term Description
	phases, including, but not limited to, Functional/Unit Testing, bill validation testing, End-to-End, and performance testing.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by the Client
Agreement Date	The date on which both the Client and SpryPoint have both executed the Master Agreement.
Business Day	A regular workday (Monday through Friday – non-holidays or emergency days) as defined by the Client's business calendar.
Business-critical Report	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the Client .
Business Process Design	Business Process Design outlines how the system functionality will meet the requirements of the Client's future state processes. This design work will address operational and organizational changes required to implement the proposed solution. This typically occurs during the Analysis phase of the Project.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other month.
Bi-Weekly	This activity will happen every other week.
Calendar Day/Days	A 24-hour period—typically starting at midnight.
Change	A request by the Client to add new requirements to the scope of the project. This could be in the form of an enhancement, additional services, new integration, etc. All changes to the SOW must be

Definition/Term Name	Definition/Term Description
	agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.
Change Order Process	The process used when a Change of scope is identified. This process may or may not have monetary costs and implementation schedule impacts associated with it.
Configuration	Process of performing table updates and algorithm changes to the System to have the System perform the Client's specific user requirements. Configuration does not require programmatic software changes.
Cut Over	Includes all activities required to prepare the Systems for the transition of the new SpryPoint CIS Solution to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, system access rollout to end users, and other activities SpryPoint and the Client deem necessary.
Data Acceptance Testing (DAT)	Testing performed by the Client Subject Matter Experts after each data conversion iteration. During DAT, the Client not only verifies the data migrated, but also validates that the data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
Data Mapping	The process of assigning source system data elements to target data elements in the System Data Model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.
Delivery	Defined as information, documentation or an object provided to the Client for review, feedback and/or acceptance.
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.

Definition/Term Name	Definition/Term Description
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time (via API) or batch mode.
Integration Test	The End-to-End will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of the Client's business.
Legacy CIS	References the Client's old Customer Information System, that is being replaced.
Bill Validation Testing	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on the Client revenue at the time of Go-Live.
Organizational Change Management (OCM)	The activities, events, processes, and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
Metabase	The out-of-the-box tool provided to build and deliver reports and dashboards.
Price	The total cost for implementation & expenses to deliver the SpryPoint Solutions as noted in this SOW and other Exhibits to the Agreement.
Project	The completion conversion of the Client's Legacy systems over to the SpryPoint System solutions as agreed upon as part of the SOW and Price.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the Project from a methodology as well as project management perspective and that the deliverables produced

Definition/Term Name	Definition/Term Description
	on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
SpryPoint Service- a.k.a. System	The SpryPoint Service (System) includes all services as defined in this Statement of Work for products sold as part of this contract.
Templates	Templates refer to the standard format of various project documents that SpryPoint will provide as a starting point and will be modified to address the specifics of this Project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
Test Plan	Document that outlines a strategy or approach for testing. A Test Plan describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing led by the Client , where SpryPoint is available for assistance, as required. This testing is typically scenario based and ensures that the System is configured to meet all of agreed upon business processes.



JULY 7, 2025

Count on us.

NORTH WELD COUNTY WATER DISTRICT
Proposal to provide Customer Information System
(CIS) Software Consulting Services

July 7, 2025

Eric Reckentine, District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

Dear Eric:

Thank you for the opportunity to submit our proposal for Customer Information System (CIS) Consulting services to North Weld County Water District (“the District”). We’ll bring the following experience & service model to our relationship with you (as highlighted throughout our proposal):

- **Public Sector Commitment.** We are a leading firm in the country, assisting hundreds of public sector organizations with the selection of enterprise applications over the past 40 years.
- **Vendor Independence.** We are completely independent of the CIS software and vendor marketplace and have an extensive set of tools and templates with a proven methodology to assist the District in selecting the best fit for its unique needs. Our team has assisted clients in selecting and implementing most of the commercially available municipal CIS systems.
- **Technical experts** will collaborate with you on an ongoing basis. There are no barriers within our firm to prevent you from accessing the best specialists for your specific needs, and this model sets us apart from our competitors.
- **Public Utility expertise.** Plante Moran has a team of staff that deep expertise in public water utilities and have performed numerous technology consulting projects with these organizations across the country. This includes, but is not limited to:
 - Clark Regional Wastewater District, WA
 - Milwaukee Metropolitan Sewerage District, WI
 - City of Greeley, CO Water Department
 - Left Hand Water District, CO
 - Great Lakes Water Authority, MI
 - Mesa Water District, CA
 - WaterOne, KS

Our proposal further describes our qualifications, proposed engagement approach, and fee summary. We’d welcome an opportunity to discuss our proposed services further and refine as desired by the District or provide any further information the District requires. Please feel free to contact myself, Matt Coats (720.526.3407 | Matt.Coats@plantemoran.com) or Brian Pesis (303.846.1260 | Brian.Pesis@plantemoran.com) with any questions you have regarding this proposal. We look forward to hearing from you.

Sincerely,

PLANTE & MORAN, PLLC



Mark Warner, Partner

248.223.3799 | mark.warner@plantemoran.com

Table of contents

- Our Workplan 4**
 - Our Understanding 5*
 - Statement of Independence 5*
 - Proposed Detailed Workplan 6*

- Proposed Team Resources 25**
 - Project Team 26*
 - Resumes 27*

- Proposed Fees 31**
 - Proposed Fees 32*
 - Engagement Agreement 35*
 - Professional Services Agreement 36*

Our Workplan



Our Understanding

We understand that the District has been using DRIP software for its core customer information system (CIS) for several years. We understand that there are significant issues with customer support, bugs within the system, functionality gaps requiring manual calculations, and the system is no longer supporting the District's needs.

The District also seeks to address a growing need for more sophisticated rate calculations, as well as opportunities to introduce new efficiencies in service and work order management. Plante Moran appreciates the significance of this project initiative as the District seeks to replace this dated software system to support its growth and changing requirements.

We understand that the District's leadership team is committed to making positive, impactful change that will improve the technology solution that supports billing customers and other key CIS processes throughout the District. Furthermore, the new solutions should enable more automation, reduced risk of data entry errors, mitigate the need to further increase staffing to cover system shortcomings, and position the District well moving into the future.

We are pleased to offer the District a uniquely qualified team of professionals experienced in the processes, technologies, and disciplines under review. We will provide an experienced but objective perspective to overcome help the District review its needs for CIS, select a system that best meets those needs and provide implementation advisory services during the Districts' CIS modernization

Statement of Independence

Plante Moran's project involvement will be focused on providing advisory support to North Weld County Water District in its customer information system (CIS) modernization initiative.

In accordance with AICPA Code of Professional Conduct Section 101: Independence, Plante Moran will not provide any services related to the design, installation or integration of financial, payroll, human resources, customer billing or other related District information systems, nor will Plante Moran design any internal controls.

Plante Moran's consulting services are advisory in nature and the District will make all management decisions related to its systems, data and operations. Plante Moran will also not make any management decisions related to the best practices, tool or templates presented. All such deliverables will be presented to the District for its review. The District's management will be responsible for reviewing all recommendations and determining what is in the best interest of the District.

Proposed Detailed Workplan

The below workplan lists each phase and its respective activities. The activities listed include details of how and why the activities are performed. Additionally, some activities listed include sample deliverables to support the understanding of what's conducted in the activities.

Phase 0: Project planning and management

The purpose of this phase is to provide leadership throughout the duration of the project. We will begin with project initiation activities that provide a foundation for the District's successful project management. As the project progresses, we will facilitate recurring project meetings and assist the District in managing the project plan in order to complete all in-scope tasks.

1. Conduct project initiation activities

A project initiation meeting will be conducted with the District's project managers to confirm/finalize the project scope, deliverables, and timetables.

2. Develop project charter

We will develop a draft project charter that provides a framework for the following areas of focus:

- Project overview
- Project objectives
- Business drivers
- Project guiding principles
- Project constraints
- Key risks
- Roles and responsibilities
- Scope plan (both in- & out-of-scope items)
- Project milestones & deliverables
- Project organizational structure

The project charter will be provided to the District for review and approval prior to commencing with significant project activities. A key component of developing the project charter is the identification of guiding principles that will drive many of the District's project decisions. More specifically, many project decisions relate to the leveraging of best practices within existing or new software which may require change from the current state. A sample of these principles is as follows:

See the sample project charter below:

PROJECT ORGANIZATIONAL STRUCTURE

The following table identifies the project roles, typical staff type, responsibilities and estimated level of effort for activities conducted during the ERP Selection & Procurement Phase of the project.

Role	Responsibility	Client Staff
Project Sponsor(s)	<ul style="list-style-type: none">Maintain the project visionAct as the project championEnergize the project leadership and teamsBe visibly committed to the projectProvide a strategic perspective when defining the needs for a future ERP and associated processesRemove project roadblocksSecure alignment across departmentsCoach the project leadership	Sample – Staff will be identified in actual charter
Project Steering Committee	<ul style="list-style-type: none">Steer the Project ManagersAddress issues presented by the Project ManagerClear roadblocks that jeopardize project successCreate the conditions to make the Project Managers successful in their roleReview and decide on proposed changes to organizational policies and procedures that will be impacted by the projectReview and make decisions on project change ordersReview and approve significant project recommendations (e.g., recommended vendor solution)Work with the Client departments to ensure that all software functional needs have been identified and prioritized (needs, wants)Conduct scoring of finalist vendor solutionsRecommend preferred vendor solution	Sample – Staff will be identified in actual charter
Project Selection Committee	<ul style="list-style-type: none">Develop proposed vendor selection criteria and weightingsReview and approve release of the ERP RFP documentsReview and provide feedback on vendor proposalsParticipate in vendor proposal analysis meeting to determine and recommend finalist vendors	Sample – Staff will be identified in actual charter

ERP NEEDS ASSESSMENT AND SELECTION PROJECT | PROJECT CHARTER

Sample Client

MISSION STATEMENT

The ERP Needs Assessment and Selection Project will provide an integrated enterprise system that will support the Client staff in the delivery of Government services and activities, take advantage of best practices, significantly improve the efficiency and effectiveness of the Client's business processes, and be flexible enough to encompass other functions, modules, and features, as needed, both now and in the future.

PROJECT OVERVIEW

The Client will conduct an ERP system needs assessment that will recommend a future direction for the Client, and will select a vendor to best meet the Client's long-term objectives. The Client's goal is to procure a solution, either in the form of a single software suite or combination of two integrated systems, which provides advanced capabilities in financial management, procurement, human resources and payroll.

PROJECT OBJECTIVES

1. Identify challenges including people, process and technology with current Client business processes in-scope
2. Identify opportunities for process improvements without and with new technology
3. Identify system needs for a new systems environment

BUSINESS DRIVERS

1. Increase data accuracy and accessibility. Eliminate conflicting information and shadow systems (spreadsheets, multiple systems with the same basic functionality, etc.)
2. Increase the ease of reporting on the Client's data
3. Enhance internal controls and provide segregation of duties

PROJECT INFLUENCES

1. Existing processes have been in existence for an extended period of time that are paper based and based on existing technology with limitations
2. Inertia/resistance to change
3. Resource availability - budgetary challenges, staff shortages, tools and training
4. Legal or regulatory constraints

Deliverable: Project charter

3. Develop detailed project plan

We will work with the District during this activity to design a project plan for the contracted project phases, which is appropriate and meets the District's overall priorities and specific needs. This will include:

- Major phases and milestones
- Work tasks and their due dates

This project plan will be reviewed on an ongoing basis and updated as needed throughout the project.

Deliverable: Detailed project plan

4. Manage the project schedule and moderate project status meetings

We will facilitate regularly scheduled meeting with the District's project manager. These meetings will include status updates, scheduling tasks, reviewing risks, following up on action items, etc.

Deliverable: Project status meetings

Phase 1: Perform needs assessment

The purpose of this phase is to develop an understanding of how the District currently use the existing CIS systems, so we can provide recommendations on how to improve the future state environment. Our assessment will include reviewing existing documentation and interviewing key stakeholders to learn about how the current system and processes operate. We will then develop a needs assessment that provides actionable recommendations for the District to improve in the future state.

1. Conduct stakeholder interviews

Plante Moran will conduct a series of interviews with key District stakeholders. These may include executives, process owners/experts, and any relevant department end-users.

To prepare interviewees prior to these interviews, we will issue an interview guide and questionnaire designed to ease stakeholders into discussing the following topics:

- High-level objectives and expectations for new system(s)
- Inventory and use of existing business processes and systems
- Identification of shadow systems used to supplement CIS system functionality
- Integration requirements between applications and technologies
- Key reporting requirements
- Organizational limitations and barriers to change
- In-progress and planned process and technology enhancement initiatives
- Desired enhancements/changes in the future state system and processes

These interviews are intended to help Plante Moran understand the District's current processes, compliance with those processes, issues with existing technology, and common complaints to enable our team to identify requirements and opportunities for improvement in both process and technology pertinent to operations around the District's enterprise systems. Additionally, these interviews serve as an important element to our change management approach; as we emphasize the value of the input from both process owners and departmental stakeholders as critical to the health and success of the project, we also begin to identify and discuss potential future-state changes in processes that may affect stakeholders.

While these interviews will be largely conversational, our team will approach the interview with both an educational and investigative lens:

- Educational:
 - Provide the advantages and disadvantages of redesigning business processes
 - Discuss opportunities for potential improvements to business process and reporting
 - Provide an understanding and benefits of industry best practices and system capabilities available in the CIS marketplace
- Investigative:
 - Identify gaps in the current business applications and processes
 - Identify functional improvements that are desired in existing systems
 - Gain an understanding of the District's reporting needs
 - Identify staff concerns regarding current operations, data-handling redundancies, etc.,

- Discuss proposed business process redesign opportunities that staff believe will benefit their department’s operations and to the quality of citizen services
- Determine existing and desired interfaces/integrations
- Identify concerns and risk areas regarding the project

We anticipate conducting a mixture of three types of interviews, which can be adjusted based on the unique needs of the District:

1. **Process Owner Interviews:** Discuss current business processes, as well as current and future system needs for the processes above with staff who perform/own these processes. These are the core interviews in which we will develop and understanding of current state process and how the current systems support them. The scope of the processes included in these interviews is outlined in the *Process Scope* table below.
2. **Departmental/Stakeholder Interviews:** Individual sessions for each department within the District to discuss specific needs of that department, unique business systems, and goals for the project. We will also dive into unique processes of this department as it related to the in-scope areas.
3. **Executive Interviews:** Individual discussions with department leadership to understand project goals, risks, desired outcomes, and priorities.

Process scope

The scope areas listed below are not an exhaustive list of all the areas that we will explore during this step and this list will be further refined for the District throughout the planning process.

CIS

- Account Management
- Billing Management
- Payments & Cashiering
- Service/Work Orders

- Device Management
- Customer Service/Portal
- Backflow Management
- Rate Management

Other

- General and Technical
- Reporting & Dashboards
- Conversions
- Interfaces

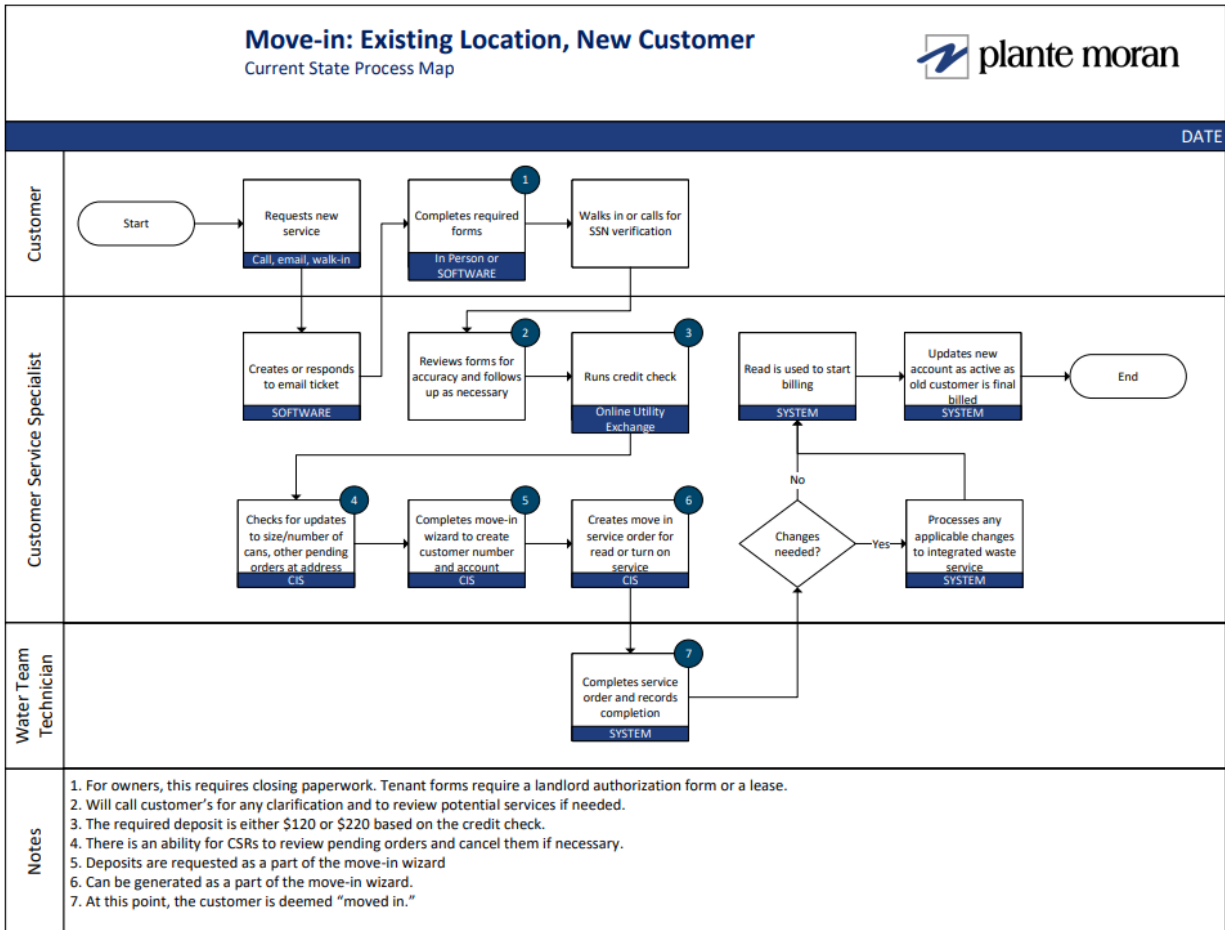
Deliverable: Stakeholder interviews

2. Conduct business process mapping and review (optional)

Our assessment process will include a full review of all in-scope process areas. However, the District may additionally desire a visual depiction of key processes, in as-is and/or to-be versions of desired processes. This optional process mapping activity will include the following:

- Visual process map depicting the current state process including key tasks, hand-offs of data/information, the system used for processing each task, and approvals. Because the processes will be moving to new systems, our process flow will focus on the task level (e.g. enter invoice data in system, send via email for approval, etc.) and not be click by click or screen by screen or work instruction procedure.

- For each current state process map, we will provide a best-practice future state map. These will be high-level process maps that outline key steps in a best-practice process in a modern system.



Deliverable: As-is and to-be process maps

3. Document observations and recommendations

We will document key observations and recommendations for improvement throughout our stakeholder interviews. These observations will be based on our identification of the topics below:



Recommendations for improvements will be based on our knowledge of industry best practices and experience with other public sector clients and similar application environments. We will group

these observations and recommendations into the following categories to help frame the approach that the District will take in resolving these items:

- **Functional gaps:** Observations on gaps in the functionality of the current system. These observations will be resolved through development of functional requirements and evaluation of vendor solutions.
- **System utilization:** Observations on issues caused by either not using the current system, even though it may support that process, or the use of multiple systems that causes increased time transferring and reconciling data.
- **Process:** Observations regarding difficulties that exist due to the current process that is in place, and/or the lack of a standardized process. Process changes will need to be discussed and decided on prior to system implementation.
- **Policy:** Observations regarding areas where a policy may need to be adjusted or created in the future to resolve existing or potential issues. Discussions and possible development or adjustment to policies should take place prior to the implementation of a new system.

The observations and recommendations will be provided to the District for review. After the District confirms the observations are accurate, we will provide a tracking sheet for the District. By organizing our findings in this manner, the District can begin discussing potential solutions and plan for the future so adequate preparations are made prior to beginning implementation of the future state recommendation.

Deliverable: Observations and opportunities, associated tracking document

4. Develop application inventory and strategy

During our initial discussions, we will inventory all systems, applications, and interfaces used throughout the District’s CIS environment. This will be delivered to the District as an application migration table, providing recommendations for future use, using the legend below:

LEGEND CODE	DESCRIPTION
R Replacement	District intends to replace this application with the selected solution.
C Consider	District is considering replacing this application with the selected solution, based on strength of the finalist vendor offering and cost/benefit of the replacement module.
M Maintain	District intends to retain the application, not replace it during this effort.
I Interface	District intends to keep the application and interface it with the selected solution.

The application migration table will be refined with the District during the RFP development process. Please see the following page for a sample migration table.

APPLICATION	NOTES	MIGRATION PLAN
DRIP	District customer information system	R
Active directory	Single sign-on solution	I
Cityworks	Asset management system	I
VXSmart	Customer portal	C

Deliverable: Application inventory and migration plan

5. Prepare board memo

We will develop a memo based on the discovery activities performed above for the District's Board to supplement the District's business case for replacement of its CIS. This memo will include rationale for replacement, the risks entailed if the CIS is not replaced, a rationale for the increase in cost of a replacement CIS, and a summary of themes from our observations and recommendations.

Phase 2: Request for Proposals (RFP) development and support

The purpose of this phase is to develop a RFP document that completely and accurately reflects the District's needs for a new CIS Solution. Our work will include setting a clear strategy for the procurement including selection criteria, procurement method, and evaluation process steps. We will then work with the District to develop the RFP documents. We will leverage our industry knowledge and template to create a clear RFP that also enables an efficient proposal analysis process.

1. Develop functional and technical requirements

As a basis for the development of software requirements, we will leverage existing best-practice software and technical requirements that we have developed for government clients with similar size/complexity along with critical and unique requirements and interfaces that were defined in previous work steps. These requirements, when combined with the District's unique requirements, will form the basis of the District's technical and functional requirements (both current and future state requirements).

The requirements will then be distributed to the District departments involved in the interview process for review and feedback. We will meet with the District to answer questions regarding the requirements as necessary. Final edits, additions, and deletions to the requirements will be incorporated for use in the RFP. This activity ensures that feedback is continually sought from the users and entrenches their engagement in the process.

These requirements will be included in the RFP. Vendors will be asked to review the functional and technical requirement forms and respond using standardized definitions as to whether the proposed solution addresses each requirement. These completed specification forms will provide a baseline for evaluating software functionality during the selection process.

Deliverable: Functional and technical requirements

2. Develop procurement strategy

Prior to the development of the request for proposals (RFP), we will work with the District to develop a procurement strategy to guide this phase of the project. The strategy will include:

- Roles and responsibilities specific to the procurement process
- The scope of the desired software solution, including what is required vs. optional
- Procurement method, considering RFI, use of cooperative contracts, etc.
- Decision-making process and selection criteria overview as defined below
- Scoring approach for evaluators during the procurement
- Timeline for the procurement

By the District concluding on this key information early in the process, you will be able to not only prevent the risk of vendor protest, but also promote that participants within the process fully understand the details, their role, and are able to get any questions answered. Before proceeding

with the release of the RFP, we will meet with the evaluation committee to delineate the selection criteria and weighting factors that will be used to analyze RFP responses.

Scoring approach

We typically advise a tiered process to help the District reach its finalist decision. For example, the District may wish to specify minimum criteria that all responding vendors are required to meet in order for their bid response to be considered (e.g., minimum population size of municipality with installation of the current version of their software; bid response doesn't exceed a particular dollar figure, etc.). For those vendors meeting the initial criteria, their bid responses will be evaluated against a second level of criteria prior to any formal due diligence activities, vendor demonstrations, etc. This evaluation will be based solely on their RFP response. The top vendors that score the highest on this second round of scoring will be considered the finalist vendors. For the finalist vendors, a more comprehensive due diligence process will be used to identify the District's CIS solution. This final evaluation is typically based on a mix of: vendor RFP response, vendor demonstration(s), reference checking with comparable sites, potential site visits, and other due diligence activities (e.g., vendor research, knowledge of vendor in marketplace as noted by other clients or industry analysts)

We will work with the District to finalize the evaluation form that will be used by the proposal reviewers to review their assigned sections of the proposal responses.

Deliverable: Procurement strategy; solution selection criteria; decision-making process; evaluation process and forms

3. Develop request for proposal

Our team will develop and deliver a detailed RFP based on our best practice template and specifically tailored for the District's CIS procurement. This RFP will include language and recommendations specific to the District's unique needs, policies, and requirements. The RFP is minimally expected to include:

- Background information on the District and the scope of the project, including current environment, technology standards, operating volumes, interfaces required, etc.
- A discussion of the timeline and approach being taken by the District to select a finalist software solution
- Proposal response format and guidelines
- Detailed implementation services requested including project management, consulting, fit/gap analysis, configuration, conversion, documentation, training, report development, etc.
- Desired functional specifications and response form
- Various vendor response forms (i.e., pricing, vendor questionnaire, staffing estimates, references, compliance form)

Deliverable: Request for proposal (RFP)

4. Prepare for RFP distribution

Our team will provide the RFP to the District for review and feedback. We will incorporate all feedback and necessary revisions before the District approves, finalizes, and distributes all RFP contents. During this activity, we will provide consultation to the District's project manager, designated procurement staff, and selection committee regarding the CIS marketplace and appropriate distribution protocols, including advertising, bid services, and other methods to solicit responses.

Deliverable: Proposal distribution list

5. Assist in responding to vendor questions

We anticipate that the District's procurement policy would, as is common with many public sector organizations, require that District staff be the formal key point of vendor contact for the RFP. Plante Moran would support this activity by working to draft the responses to the District's compiled list of vendor questions and prepare any RFP Addendum(s). We would then work with the District to identify the appropriate District resources for any additional or supplemental review and clarification. Feedback will be captured, and revisions will be made before the document is finalized and distributed by District purchasing staff either directly or via the bid services based upon methods described in the RFP.

Deliverable: Vendor questions and District responses

Phase 3: Solution selection

Overview: The purpose of this phase is to assist with the evaluation of the responses to the RFP and help facilitate the due diligence and selection activities to help the District reach its preferred finalist solution decision. This will include preparing for the evaluation process, developing presentation materials, providing proposal analysis, guiding the evaluation process, the option to facilitate interviews and demonstrations, supporting the due diligence process performed by the District, and facilitating evaluation meetings as needed.

1. Development of vendor presentation materials

After release of the RFP, we will utilize the time the RFP is open to develop vendor demonstration materials. The main components that will be developed are:

- **Logistics instructions** to outline the protocol around vendor demonstrations.
- **Demonstration scripts** based on the specific needs of the District gathered during discovery, combined with our existing detailed library of scripts. This will be based on use cases developed to describe the outcomes the District is aiming to achieve with the future solution. These scripts will cover functional processes, technical, vendor information, and implementation approach
- **Feedback forms** for participants to describe their feedback during the demonstrations in a standardized manner for review by the evaluation committee.

After discussing the specific needs and policies of the District, we will develop the items listed above for review. We will then discuss these items with staff and provide an opportunity to provide feedback on each of the documents. After receiving feedback, we will make the necessary updates to the documents so they can be completed by the time proposals are received.

An excerpt of a sample vendor demonstration script is provided below:

Customer Setup & Account Management	8:30 – 10:00 AM
Account setup	
<ol style="list-style-type: none">1. Demonstrate creating a new account with a new customer and discuss the account structure and the data that is available to be tracked on account component records.2. Show how the system provides a workflow/wizard during account set up confirming all appropriate steps have been completed.3. Show how the system can flag a customer that has a previous account based on customer info such as SSN or Driver's License number automatically during setup and notify user of any unpaid charges for previous account.4. Show how the system can store configurable account information beyond the required fields for account creation.5. Demonstrate an account set-up in a tenant/landlord relationship including the ability to split services at one location into multiple accounts (e.g. business owner is responsible for water service and landlord is responsible for trash service).6. Demonstrate how an account can have multiple services on one Location ID/Premises including how apartment unit information is stored and used for billing.	

Deliverable: Interview agenda, Demonstration scripts, demonstration agenda, interview/demonstration feedback forms

2. Proposal review process overview and distribute evaluation forms

After proposals are received, we anticipate that procurement staff from the District will review the submitted proposals to determine which submissions have met the minimum criteria and are deemed responsive. Following notification of the responsive proposals, we will facilitate a presentation to the District's evaluation committee. This presentation could include:

- An overview of the responsive proposals, solution proposed, and implementation partner as applicable
- Proposal review process, including evaluation meetings and subsequent due diligence activities
- Expected activities to be performed by evaluators
- Evaluation timeline
- Evaluation criteria
- Proposal analysis to be provided by Plante Moran
- Description of our recommended proposal review approach by section of the proposal

Upon completion of this presentation, we will provide evaluation forms to District staff to begin the proposal review process.

3. Conduct proposal analysis activities

Vendors will be instructed to complete the forms in the RFP and return them with their proposals. Through a semi-automated process we have successfully used on numerous engagements, we will then analyze the responses to the RFP. As part of our analysis in this task, we will prepare three separate deliverables:

1. **Requirements compliance analysis**, providing an objective analysis of how vendors responded to the requirements in the RFP. This will include a percent compliance, as well as numerous filters of the requirement responses enabling drill-down and comparison of specific requirements.
2. **Cost and service hours analysis**, showing a breakdown of the one-time and ongoing costs over a 10-year period for items such as software, implementation services (i.e., configuration, training, conversions, modifications, interfaces, change management, etc.), ancillary hardware, and other proposed costs. This also includes a comparison of the total number of implementation service hours proposed by each vendor to illustrate the level of effort.
3. **Vendor comparison**, showing a side-by-side comparison of key vendor information. This includes items such as number of installations, historical financial performance, number of support staff, platforms supported, references, etc.

The following images are excerpts from a sample proposal analysis. These deliverables will enable staff to organize a significant amount of complex information in a more easily comparable manner.

Sample: Requirements analysis summary

Scoring Explanation	Legend
This page contains the vendor score by module. The percentage score is calculated by dividing the vendor's score for a module by the total points available in a module (see the Cover Page for individual requirement scoring). The total is calculated by using a weighted average (weights listed in column C).	>=90%
	80% - 89.99%
	<80%

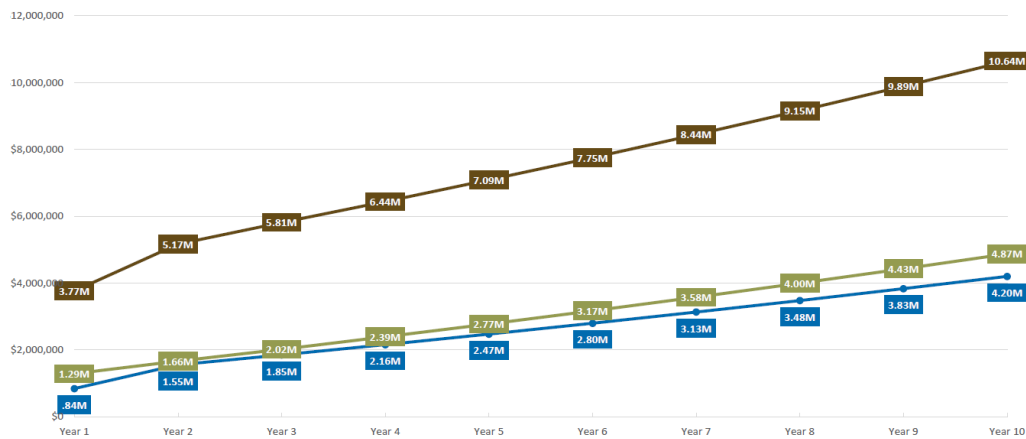
Requirements Compliance Summary						
Functional Area	Vendor A	Vendor B	Vendor C	Vendor D	Vendor E	Vendor F
Account Management	100.00%	97.60%	99.85%	98.15%	91.23%	100.00%
Backflow Management	100.00%	100.00%	93.85%	100.00%	83.33%	100.00%
Bill Management and Processing	97.58%	96.46%	99.66%	99.66%	92.78%	96.35%
Collections Management and Processing	100.00%	97.12%	99.20%	92.80%	90.40%	96.80%
Customer Portal	91.98%	94.74%	99.44%	96.08%	77.99%	92.13%
Meter Device Management	100.00%	96.98%	99.87%	100.00%	96.98%	93.89%
Payment and Cash Receipting Management and Processing	96.21%	97.57%	85.56%	100.00%	100.00%	96.12%
Rate Management	100.00%	95.31%	100.00%	100.00%	98.44%	100.00%
Reporting & Analysis	96.54%	93.78%	81.65%	100.00%	93.35%	74.87%
Service Order Management	100.00%	99.50%	99.13%	95.67%	86.63%	100.00%
Technical	97.00%	90.94%	91.10%	91.10%	97.58%	89.48%
Total	98.12%	96.36%	95.39%	97.59%	91.70%	94.51%

Sample: side-by-side requirements response comparison 1

Vendor Selection Vendor A							Vendor Selection Vendor B						
Account Management	R	D	O	Total	Total Compliance		Account Management	R	D	O	Total	Total Compliance	
Y - Yes	71	16	9	96	100.00%		Y - Yes	70	15	7	92	97.60%	
R - Reporting	0	0	0	0			R - Reporting	0	0	0	0		
T - Third Party	0	0	0	0			T - Third Party	0	0	0	0		
M - Modifications	0	0	0	0			M - Modifications	0	0	0	0		
F - Future	0	0	0	0			F - Future	0	1	0	1		
N - Not Available	0	0	0	0			N - Not Available	1	0	2	3		
Total	71	16	9	96			Total	71	16	9	96		
Backflow Management	R	D	O	Total	Total Compliance		Backflow Management	R	D	O	Total	Total Compliance	
Y - Yes	19	1	0	20	100.00%		Y - Yes	19	1	0	20	100.00%	
R - Reporting	0	0	0	0			R - Reporting	0	0	0	0		
T - Third Party	0	0	0	0			T - Third Party	0	0	0	0		
M - Modifications	0	0	0	0			M - Modifications	0	0	0	0		
F - Future	0	0	0	0			F - Future	0	0	0	0		
N - Not Available	0	0	0	0			N - Not Available	0	0	0	0		
Total	19	1	0	20			Total	19	1	0	20		
Bill Management and Processing	R	D	O	Total	Total Compliance		Bill Management and Processing	R	D	O	Total	Total Compliance	
Y - Yes	42	19	7	68	97.58%		Y - Yes	41	20	6	67	96.46%	
R - Reporting	0	0	0	0			R - Reporting	0	0	0	0		
T - Third Party	1	0	0	1			T - Third Party	1	0	0	1		
M - Modifications	1	0	0	1			M - Modifications	1	0	0	1		
F - Future	0	0	0	0			F - Future	1	0	1	2		
N - Not Available	0	1	0	1			N - Not Available	0	0	0	0		
Total	44	20	7	71			Total	44	20	7	71		

Sample: Cost analysis 10 year investment

10-Year Cumulative Investment



Sample: Cost analysis – one time cost summary

One-Time Cost Summary

Cost Category	Vendor A	Vendor B	Vendor C
Software	No One-Time Cost	No One-Time Cost	\$629,895
Implementation Services	\$555,898	\$556,640	\$2,553,040
Training Services	Included	\$61,780	\$111,780
Data Conversion Services	\$63,200	\$40,000	\$185,782
Integrations	Included	\$43,400	\$252,680
Modifications	None Proposed	\$24,000	\$24,000
Other Implementation Services	\$313,174	\$169,200	\$470,850
Travel & Lodging Costs	\$49,730	\$81,525	\$43,525
State and City Sales Tax (FOB)	None Proposed	None Proposed	None Proposed
Discount	\$0	\$0	\$0
Grand Total	\$982,002	\$976,545	\$4,271,552

Deliverable: Proposal analysis – requirements analysis, cost and service hours analysis, vendor comparison, contract terms and conditions compliance (if applicable)

4. Conduct proposal analysis and shortlist meeting

Plante Moran will provide a proposal analysis that, when combined with the analysis performed by District reviewers, will form the basis of information to be used by the selection committee in proposal evaluation. Based on established evaluation criteria, the selection committee will score and rank proposals for purposes of determining which proposers continue on in the evaluation process. We will assist the District in preparing the required documentation and other activities relative to the meeting including a summary presentation of the initial proposal analysis report, if desired.

A summary tool can be used to combine the individual scores and calculations to create a numerical ranking of the proposed solutions to be calculated. Using this ranking, the evaluation committee can determine which proposers will continue on in the evaluation.

Deliverable: Proposal scoring and associated vendor shortlist

5. Advise on vendor demonstrations

We will assist the District in coordinating the software demonstration process by providing planning and logistical advice, and the materials defined above. While we anticipate the District will serve as the official point of contact, we will support the process and provide input based on our experience. If desired, this includes supporting the District in a 30 minute pre-session planning call with each vendor.

We recommend one-day demonstrations for each shortlisted proposer based on the determination of the evaluation committee. This detailed evaluation will enable the District to perform detailed due diligence on the desired outcomes. At the end of each demonstration, we can facilitate a debrief session for participants to describe their initial reactions to each proposer. We have found this enables the District to recall their key thoughts for future review. This summary feedback will be provided to the District following the completion of the demonstrations.

Deliverable: Demonstration debrief summary

6. Facilitate vendor demonstrations (optional)

Optionally, Plante Moran can facilitate vendor demonstrations for the District. Prior to facilitation, we will discuss key decisions the District must make, including requirements for participants, management of questions, and more. Our facilitation includes kicking off the sessions each day, managing the timeline and schedule, managing questions posed by staff, and tracking follow-up items for vendors and the District. Our facilitation has resulted in a higher likelihood of completing the planned schedule with previous projects. If the District does not include this optional service, we will still provide the District with facilitation guidance as part of the task above.

Deliverable: Demonstration follow-up items

7. Support additional due diligence activities

Next, we will guide the District through any additional due diligence that is necessary to make a decision. In addition to the completed activities, there are a number of fact-finding activities that the District can undertake either independently or with Plante Moran's assistance to conduct additional due diligence on the finalist vendors, including:

- Providing a set of reference checking and/or site visit questions to the District to assess how well others have adapted the proposed solutions to their needs and identify issues to address during contract negotiations. We have found that having staff from the District contact their peers without a third party results in more natural and informative conversations. As such, we will assist with preparing for the reference checking and site visit process, but not perform the checking ourselves.
- Assisting in drafting up follow-up questions to be provided to the finalist proposers to clarify information provided in their RFP and on-site presentations.
- Assist the District in planning and scheduling of a hands-on lab environment with the finalist vendor(s).

The District may conclude to perform other additional due diligence independently as necessary to evaluate and consider the value of specific components of the vendor proposals.

Deliverable: Additional vendor questions and responses

8. Assist in the selection of a preferred vendor

In our experience, due diligence activities conducted after vendors have responded to an RFP provide further understanding as to what's being offered by the proposers as well further understanding by proposers as to the needs of the client. We suggest that the District request an updated proposal response based on this additional understanding, including updated costs, which can also answer specific questions that the District has related to the solution.

Together, based on the activities performed and material collected to date, we will review and discuss the semifinalist vendors' overall solution and facilitate an evaluation committee meeting to help the District decide on a preferred finalist vendor using the decision-making process

developed previously. At the District's request, we will develop a synopsis of the entire system selection process.

Deliverable: Finalist vendor, system selection synopsis

Phase 4: Contract negotiations support

Overview: The purpose of this phase is to advise the District throughout its contract negotiation activities with the finalist vendor. This includes reviewing the contract documents and a comprehensive statement of work (SOW). Activities include facilitating a negotiations kick-off and strategy meeting, providing feedback on documents, discussing revisions and progress, supporting the District in its negotiation meetings, and assisting in preparing contracts for approval.

1. Facilitate negotiations kick-off and strategy session

Upon approval by the District, we will set-up a meeting with key stakeholders to kick off the planning and strategy discussions. This session may include the following:

- Discussion of contracting schedule, including key milestone and blackout dates
- Development of negotiations roles and responsibilities
- Determination of how contract-related documents will be managed
- Discussion of key discussion topics specific to the selected vendor(s)
- Identification of critical business decisions that must be made as part of SOW development
- Contractual terms or areas to focus on

We anticipate that the District will engage legal counsel to support review and negotiation of the legal terms, while our focus will be on business terms and content. While this meeting is the first of many internal meetings between Plante Moran and the District, this activity is key in defining expectations for all parties early on. This will also allow both parties to perform the necessary research and preparation in advance of the negotiations process.

2. Provide initial feedback and discuss negotiations strategy

Upon receiving the initial drafts of the contract and SOW documents, we will perform a detailed review of the documents and provide our initial feedback to the District. This will include proposed in-line revisions to the documents, questions to discuss internally, and areas requiring further explanation or written detail within the document.

This feedback has proven to be invaluable to our clients, including recommendations such as:

- Experience-based recommendations based on previous negotiations with the same vendors
- Additional business terms to protect data, define the required experience of assigned staff, etc.
- Adjustment of processes to achieve reasonable outcomes for the District
- Clear definition of roles and responsibilities where this may not exist
- Clarification of vague verbiage that may result in changes to the scope of services
- Favorable payment terms that reduce project risk for the District

After the District has completed its review of the documents, we will meet internally to discuss the revisions, open items, and plan for negotiations with the vendor(s). Oftentimes this takes place over the course of multiple meetings with different stakeholders. After completing our discussion(s), the District will send the documents to the vendor(s) for review in advance of the negotiations.

3. Assist with negotiation of the contract(s) and statement of work

After reviewing feedback, a series of meetings will be set-up to discuss the various documents. Lead(s) from the District defined in the roles above will lead the negotiations in these meetings, and we will provide support as desired both during and after the meetings. Typically, each round of negotiation meetings is followed by an updated set of documents from the vendor, after which we will meet to discuss our strategy on responding to these documents, then meet again for negotiations if necessary. This approach allows us to openly discuss our thoughts with the District, share our recommendations and past experiences, understand what the District is open to, as well as the negotiating position that the District will take, so we can effectively support it. This cycle of feedback and negotiation meetings will vary significantly based on the number and complexity of items to discuss.

Deliverable: Negotiated contract(s) and SOW(s)

4. Support presentation of proposer contract(s) and statement of work

Once the final contract and SOW documents have been negotiated, if requested we can provide assistance to the District in its presentation and approval of these documents. We can prepare a summary of the agreements and the process by which the District reached these agreements. Additionally, we can be available to prepare for and attend the District's Board/Council meeting in which the final contract documents is scheduled for approval.

Deliverable: Summary of negotiated documents, Board/Council presentation

Phase 5: Implementation assistance (optional)

Objective: The purpose of this **optional** phase is to assist the District in the implementation of the selected vendor solution(s). This can include, but is not limited to, project facilitation assistance, subject matter expertise, process improvement and best practices recommendations, organizational change management, and more.

Our role in this phase can vary depending on several of factors including:

- Existing project management acumen
- Organizational implementation experience
- Risk tolerance
- Available budget to allocate to the project for external assistance
- Organizational dynamics
- Criticality of meeting defined project dates
- Duration and phasing of the implementation
- Ability to appropriately staff the project
- Other factors

The implementation timeframe and professional services fee will be dependent upon a variety of factors, including:

- Scope of solution and services selected by the District
- Availability of District staff
- Availability of vendor staff
- Expiration date of current maintenance contract
- District’s desired implementation approach (i.e., phased versus “big bang”)
- Complexity of implementation (e.g., high number of interfaces, etc.)
- Ability of the District to budget funds towards minimizing duration

We would develop an implementation schedule in conjunction with the District’s project management team and/or Evaluation Committee as well as the selected vendor(s) during the initiation activities of the project. For any new system implementation, we would include the selected vendor during the initiation activities of the project to create the implementation schedule and plan.

Below is a high-level summary of potential implementation advisory activities by phase:

Project phase	Summary of potential implementation management activities
Pre-Implementation and Initial Project Planning Assistance	<ul style="list-style-type: none"> - Work with the District and selected CIS vendor in project start-up activities. - Conduct a project expectation alignment session with staff. - Facilitate a risk management session with staff and Vendor. - Develop and implement appropriate tools for managing the project. - Participate in up-front kick off consulting sessions conducted by Vendor. - Participate in development and review of comprehensive project implementation plan documents (e.g., implementation management plan, project plan etc.).
Implementation Management Assistance <i>(specific activities vary by implementation management role as described in the next table)</i>	<ul style="list-style-type: none"> - Provide functional expertise, including oversight and challenging existing business processes during implementation sessions. - Supporting activities of the teams for all implementation phases. - Participate in consulting sessions with the District and the Vendor. - Participate in status meetings with the District and the Vendor. - Monitor project timeline progress as updated by the Vendor. - Work with team leads and steering committee members to stay on task. - Monitor and provide feedback during data conversion and interface development. - Assist in updating the issues/actions item list. - Monitor project risks and recommend mitigation strategies. - Participate in project Steering Committee meetings. - Participate in project management meetings and ad-hoc meetings as needed - Review project change orders. - Review and comment on project deliverables. - Monitor vendor compliance to the negotiated contract. - Provide acceptance testing guidance and assist with test plan. - Review and provide feedback on the go-live check/punch list

Project phase	Summary of potential implementation management activities
Project Closing Activities	<ul style="list-style-type: none"> – Identify post-implementation team activities that still require resolution. – Define vendor post go-live support requirements both on-site and offsite. – Develop a transition approach from the vendor to the District. – Develop and document ongoing system support procedures. – Determine who will maintain issues log for each of the teams and at a PMO level. – Determine who will be monitoring error logs for the system on a regular basis. – Finalize the ongoing support structure including roles and responsibilities. – Close-out all contracts. – Conduct debriefing sessions on the product and services portion of the project.

Proposed Team Resources



Project Team

Project success lies in the collective abilities of the individuals assigned to the project. We assign core team personnel to areas of the project where their expertise is essential and can be leveraged across multiple areas of the project. We also supplement our core team with subject matter experts and additional analysts as needed for point-specific expertise. The roles, responsibilities, and experience of our professionals proposed for this engagement are outlined below.

Project team	Project role and responsibilities
<p>Brian Pesis <i>Senior Manager</i></p>	<p>Project Director</p> <p>Brian will oversee the team, ensuring that we meet the District’s strategic objectives. Brian will meet with District leadership to understand these objectives and discuss project progress. Brian will also share expertise from numerous other utility clients and similar software projects.</p>
<p>Matt Coats <i>Manager</i></p>	<p>Project Manager</p> <p>Matt will collaborate with the District’s Project Manager to facilitate execution of the project workplan and schedule, while managing the Plante Moran project team. This includes facilitation of interviews, preparation and review of project deliverables, and ensuring schedule compliance. Matt will be the day-to-day contact with the District.</p>
<p>Reese Weigle <i>Manager</i></p>	<p>Utility Advisor</p> <p>With an extensive background in utilities, Reese will serve as an advisor to the project wherever a distinct need for utility perspective is required. Reese leads our Utility Service Line and will be available to the District.</p>
<p>Mark Warner <i>Partner</i></p>	<p>Engagement Partner</p> <p>Mark will have overall responsibility for all project resources, ensuring that all Plante Moran services are completed within schedule and budget. Mark will also be focused on the District’s satisfaction with the work of our consulting team. Mark’s primary goal is to look out for your interests proactively, respond to your questions promptly, meet all deadlines, ensure no surprises, and value your time.</p>
<p>Project consultant(s)</p>	<p>Throughout the course of the project, we will utilize one or multiple additional consultants from our team to support project activities. Staff included will have public sector and software selection experience. This may range from junior staff to subject matter experts and other consultants to support the team.</p>

Resumes



Brian Pesis

Senior Manager
Management Consulting

Summary of experience

I have spent over a decade working exclusively with public sector organizations on complex technology and process improvement initiatives. I lead our team’s west coast consulting efforts, focusing on helping government and public utility organizations. In all projects, I focus on facilitating business process improvement, as well as connecting clients facing similar obstacles. As the Project Director, I will be responsible for working with your leadership team to understand project objectives and desired outcomes. I will work with our team to guide our project strategy, provide input based on my experience, and review deliverables for quality assurance and alignment with project objectives.

Selected key clients

- City of Cheyenne, WY - Board of Public Utilities
- City of Concord, CA
- City of Cupertino, CA
- City of Daly City, CA
- City of Greeley, CO
- City of Longview, TX
- City of Milpitas, CA
- City of Mountain View, CA
- City of Ontario, CA
- City of Petaluma, CA
- City of Philadelphia, PA
- City of Pomona, CA
- City of San Mateo, CA
- City of Santa Maria, CA
- City of South San Francisco, CA
- Contra Costa Water District, CA
- County of Anoka, MN
- County of El Paso, CO
- County of Garfield, CO
- County of Gwinnett, GA
- Las Vegas Convention and Visitors Authority, NV
- Marin County, CA
- Metro Water Recovery, CO
- Mesa Water District, CA
- Placer County Water Authority, CA
- Santa Margarita Water District, CA
- San Mateo County Transit District, CA (SamTrans)

Education

Bachelor of Business Administration,
Ross School of Business,
University of Michigan

Selected presentation Optimize your ERP Software or Replace It? | Colorado

Government Finance Officers Association (CGFOA) Annual Conference 2022

IT Governance that’s Built to Last | Municipal Information Systems Association of California (MISAC) Annual Conference 2022

Embracing Emerging Technology | Colorado Government Finance Officers Association (CGFOA) Mid-Summer Conference 2020

Professional affiliations

Member, California Society of Municipal Finance Officers
Member, Colorado Government Finance Officers Association



Matt Coats

Manager

Management Consulting

Summary of experience

Matt brings an extensive background in municipal government, with over eight years of experience in the City of South Bend's Innovation and Technology department as a business analyst, project manager, and portfolio manager. While a member of South Bend's team, Matt managed and facilitated a broad array of system selections, implementations, and technology overhauls across the City's finance, water utility, community development, public works, and personnel administration business units.

Matt has faced the challenges that come with undertaking enterprise-scale projects with the limited resource availability inherent to the public sector and is eager to bring lessons learned to clients putting their trust in Plante Moran. Matt brings his public sector experience to all of his projects by assisting with stakeholder interviews, understanding organizational needs, and guiding clients toward their objectives. Throughout these activities, he will identify opportunities for process improvement and share real-life public sector benefits of process change.

Education

Bachelor of Business
Administration, IT Management
Consulting

University of Notre Dame,
Mendoza College of Business

Professional training and certifications

ITIL Foundation

Relevant experience

Process Documentation and
Mapping

Requirements Documentation

RFP Development

IT Software & Services

Solicitation and Procurement

Enterprise Software

Implementation

Professional affiliations

Member, California Society of
Municipal Finance Officers

Member, Colorado Government
Finance Officers Association

Selected key clients

- City of Milpitas, CA
- City of South San Francisco, CA
- Marin County, CA
- City of Pomona, CA
- Marion County, OR
- City of Greeley, CO
- Metro Water Recovery, CO
- County of El Paso, CO
- City of South Bend, IN



Reese Weigle

Manager

Management Consulting

Summary of experience

Reese has over 10 years of experience working with enterprise software with over 6 years working in the utility industry providing utility departments with Customer information Systems (CIS) /Utility Billing (UB) system implementation support and business analysis. His focus area is optimizing utility department business process functions and ensuring each utility's unique requirements are met by the implemented CIS/UB solution including integrations with Meter Data Management, Outage Management, Geographic Information Systems, Work Force Management, Enterprise Asset Management, General Ledger, external payment and customer portal systems. Reese has a deep knowledge of utility billing having worked with several utilities across the US, Caribbean, and Canada of all types of services and a variety of sizes. Reese has experience working as a functional consultant, implementation consultant, trainer, business analyst, and User Acceptance Testing (UAT) lead for his utility clients across implementation and service projects.

Reese's combination of technical and functional experience enables him to provide detailed insight and support to clients as they strive to optimize their business through modern software solutions.

Education

Bachelor of Science

Integrated Information
Technology

University of South Carolina

Professional training and affiliations

International Software Testing
Qualifications Board (ISTQB)

CS Week

Advanced Selenium: Automation
Frameworks

Agile Project Leadership

Performance Management
Philosophy Training

Selected presentations and articles

[Eight tips for a successful Customer Information System \(CIS\) implementation](#)

Selected key clients

- City of Columbia, SC
- City of Mesa, AZ
- Jamaica Public Service, JAM
- City of Columbus, OH
- City of Regina, SK
- City of Charlotte, NC
- City of Virginia Beach, VA
- Mesa Water District, CA
- Gwinnett County, GA
- City of Duncanville, TX
- National Water Commission, JAM
- New Mexico Gas Company
- Town of Cary, NC
- City of Petaluma, CA
- Town of Little Elm, TX
- City of Pflugerville, TX
- City of Mountain View, CA
- Village of Arlington Heights, IL



Mark Warner

Partner
Management Consulting
Engagement Partner

Mark will have overall responsibility for all project resources ensuring that all Plante Moran services are completed within schedule and budget. His focus will be on the District's satisfaction with the work of our consulting team. His primary goal is to make sure we are applying the right resources of the firm to look out for your interests proactively, respond to your questions promptly, meet all deadlines, ensure no surprises, and value your time.

Education

Bachelor of Arts in accounting
Hillsdale College

Professional training and affiliations

Government Finance Officers Association Government Finance Officers Association
Michigan Government Finance Officers Association – Board of Directors (2018-2020) and Technology Resource Committee

Ohio GFOA

Michigan Government Information Management Sciences (MiGMIS)

Colorado GFOA

Selected presentations and articles

Emerging Technologies: CGFOA (2020)

MGFOA Virtual Fall Institute 9/28/2020 – Chair of the Conference Committee

Need to stretch your budget? Try robotic process automation (2020)

Software replacement plans canceled? Optimize your existing enterprise system (2020)

CGFOA Replace or Optimize your Government ERP (2022)

Summary of experience

Marks spends all of his time working with public sector clients, with a significant majority of them public utility and local governments. His clients appreciate his no-nonsense approach, which helps them meet deadlines while staying current on operational best practices and industry insights throughout the year. Mark has over 20 years of experience in financial accounting, process improvement, pre-packaged ERP system selection and implementation, and project management experience.

Selected key clients

- Clark Regional Wastewater District | Vancouver WA
- Coldwater Board of Public Utilities, MI
- Contra Costa Water District | Concord, WA
- Eastern Municipal Water District | CA
- Great Lakes Water Authority | Detroit MI
- Hampton Roads Sanitation District | Virginia Beach, VA
- Hillsdale Board of Public Utilities, MI
- Irvine Ranch Water District, CA
- Mesa Water District | Costa Mesa, CA
- Metro Water Recovery | Denver, CO
- Santa Clara Valley Water District, CA
- Sewerage and Water Board of New Orleans
- South Central Connecticut Regional Water Authority
- Water District No. 1 of Johnson County, KS
- Ingham County, MI
- Kent County, MI
- Cuyahoga County Public Library
- Huron Clinton Metropolitan Authority, MI Michigan Municipal League
- Michigan Public Health Institute
- Southeast Michigan Council of Governments
- State of Michigan – Senate Business Office
- City of Cleveland, OH
- City of Farmington Hills, MI
- City of Grand Rapids, MI
- City of Greeley, CO
- City of Lapeer, MI
- City of Livonia, MI
- City of New Orleans, LA

Proposed Fees



Proposed Fees

Plante Moran proposes a firm, fixed-fee schedule for the non-optional proposed services below. Pricing outlined is based upon the project fee assumptions provided below.

Professional services

SCOPE OF SERVICES	FEEES
Phase 0: Project planning and management	\$13,545
Phase 1: Perform needs assessment	\$15,120
Phase 2: Request for Proposals (RFP) development and support	\$12,285
Phase 3: Solution selection	\$16,215
Phase 4: Contract negotiations support	\$12,600
Total cost through selection (Phases 0-4)	\$69,765

Optional professional services

Task	MONTHLY FEES
Business process mapping	\$9,765
Facilitate vendor demonstrations	\$12,738

Optional ongoing implementation advisory services

Task	MONTHLY FEES
Phase 5: Implementation Advisory Assistance – Monthly retainer at 0.2 FTE	\$11,266.67
Phase 5: Implementation Advisory Assistance – Monthly retainer at 0.4 FTE	\$22,533.33
Travel costs to be defined based on the needs of the District	TBD

Fee assumptions

Plante Moran's fees for the engagement described in the *Our Workplan* section are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the District. All consulting services are subject to Plante Moran's Professional Services Agreement which the District shall approve in writing prior to project initiation.

Project Resources and Governance

1. Plante Moran will work with the District during project initiation to further define the District's project governance structure, including key responsibilities for the District's project sponsor, project manager administrative support, and other significant project roles. The District will assign appropriate qualified staff to key project roles (including project manager) and strive to maintain consistency of its resources during the engagement.
2. The professional services fees are predicated on the division of roles and responsibilities between the District and Plante Moran staff.

3. Client executive sponsorship represents all business areas and actively serves the project needs.
4. Project risks are immediately documented with proactive mitigation strategies.
5. Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.
6. District staff are available for interviews scheduled by Plante Moran and District project managers.
7. Project status meetings will be conducted remotely and occur no more than once weekly with the District's project manager.
8. Project decisions will be made by the District in a timely manner so as not to delay the adopted, detailed project plan and schedule.

Project Plan and Schedule

9. We will require 30-day notice to initiate the project upon District approval of this proposal. Project activities will be initiated by September 1st, 2025, and please note that our project manager will have limited availability throughout August 2025.
10. All project activities will progress according to the final accepted, detailed project plan and schedule, unless both parties mutually approve changes.

Service Delivery

11. We propose performing this project in a hybrid manner, with key project activities on-site and the rest performed remotely.
 - i. Proposed on-site activities include stakeholder interviews (over the course of one visit) Travel costs for this is included in our fees above.
 - ii. The District reserves the right to request additional on-site activities. Any additional travel fees will be defined in a mutually agreeable manner prior to taking place.
 - iii. All on-site work will occur between Tuesday and Thursday unless an alternative working schedule is mutually agreed upon.
12. Our findings and observations are derived from the documents reviewed, site visits, and interviews conducted. Our reporting is solely based on the information obtained through this process and will not be validated by other means.
13. There will be a single draft-to-final process for each deliverable.
14. The District will have 10 working days (or another number of days as mutually agreed upon in the project schedule) to approve or provide comments on all interim, draft, and final deliverables; any resulting delays could affect project schedule and fees.

Compensation

15. We anticipate billing the District monthly for services rendered in the prior month. Hours may be reallocated to different phases to meet the needs of the project.
16. Additional services requested during Phases 0-4 will be provided at a blended rate of \$315 per hour.
17. The blended hourly rate above for Phase 0-4 is effective through June 30, 2026. Thereafter, market-based increases will be applied.
18. Services for optional Phase 5 Implementation Assistance will not be provided without prior approval from the District.

Project Scope Assumptions

19. For proposed services our pricing assumes:
 - i. Up to 12 hours of stakeholder interviews with District staff over the course of one on-site visit.

- ii. Optional process mapping includes mapping up to 6 processes in both the current and future state (12 total maps).
- iii. We will develop one (1) RFP for software and implementation/hosting services. The RFP delivered will incorporate Plante Moran's recommendations, and any modifications to the RFP package will be the responsibility of the District.
- iv. Up to 40 hours of assistance within contract negotiations, after which the District will be notified and can proceed independently or will be invoiced for additional support at the blended rate listed above.
- v. The District may perform additional due diligence activities on its own in addition to those defined in the Plante Moran consulting engagement. The duration from structured due diligence activities (initial software demonstrations, site visits, and/or reference checks) to a client decision on a single finalist vendor will not exceed ten (10) of weeks.

20. For optional implementation support our pricing assumes:

- i. Implementation pricing is to be determined at a later date and will be based on factors such as the District's level of need for services, the selected vendor's proposed timeline, and the complexity of the implementation. The duration for the fixed-fee monthly payments is based upon the timeline that the District contracts for in the future with its selected solution provider.
- ii. In order to provide consistent support, Plante Moran will invoice the District for the selected level of effort on a monthly basis.
- iii. If the District wishes to adjust the level of implementation assistance (e.g. 0.4 FTE to 0.35 FTE), the District will provide 30 days advance notice and the fees will be proportionally adjusted. The level of effort cannot be reduced below 0.2 FTE without mutual agreement between the District and Plante Moran.
- iv. In the event that the District's requested assistance exceeds the defined level of effort, Plante Moran will discuss with the District whether the District would like to take on a higher level of effort or increase our level of effort on a one-time or ongoing basis. Additional support will be provided at our then-current blended rates. If one month's advance notice is not provided, Plante Moran reserves the right to not provide these services based on capacity.
- v. The proposed level of effort assumes remote service delivery. Onsite services can be provided at a mutually agreeable fee. Changes in the project schedule due to a variety of factors (e.g. District availability, vendor delays) will result in the number of months of assistance needing to be similarly adjusted.
- vi. Our blended rate for these optional services of \$325 per hour is effective through June 2027. Thereafter, market-based increases will be applied.
- vii. The level of effort proposed assumes that the Plante Moran team is invited to implementation meetings and sessions with at least two weeks notice. Meetings scheduled with less notice may result in availability conflicts.

Engagement Agreement

This agreement is made between Plante & Moran, PLLC (PM), 3000 Town Center, Ste. 100, Southfield, MI 48075 and North Weld County Water District ("Client"), 32825 CR 39, Lucerne, CO 80646.

Scope of Services

This agreement and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement agreement, confirm the nature, limitations, and terms of the services we will provide to Client.

This agreement also incorporates by reference the Proposed Detailed Workplan and Fees Proposal sections of the Proposal to Provide CIS Software Consulting Services to Client dated July 7, 2025.

If Client wishes to engage PM to perform additional services, including accounting, assurance, tax assistance, or additional consulting, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Fees and Payment Terms

Our invoices are generally sent from plantemoran@myworkday.com. Please ensure that the appropriate parties have added plantemoran@myworkday.com to their safe senders listing to facilitate proper delivery of our invoices. In the event you are unable to accept electronic delivery of our invoices, please notify a member of the engagement team as soon as possible.

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Service Agreement (collectively, "Agreement"), which set forth the entire agreement between North Weld County Water District, (referred to herein as "you," or "Client") and Plante & Moran, PLLC with respect to the services specified in this engagement letter.

Plante & Moran, PLLC

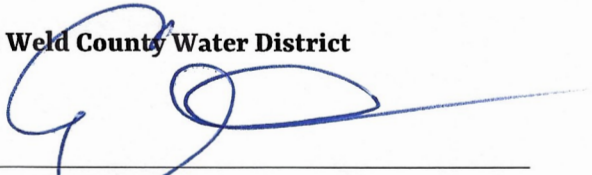


Mark Warner, Partner

7/14/25

Date

North Weld County Water District



Mr. Eric Reckentine, District Manager

7/14/25

Date

Professional Services Agreement

Addendum to Plante & Moran, PLLC Engagement Agreement

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) dated July 7, 2025 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and North Weld County Water District (referred to herein as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

- 1. Management Responsibilities** – The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Client acknowledges that Client is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. Client has designated Eric Reckentine, District Manager, to oversee the services PM will provide.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to Plante Moran will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

- 2. Nature of Services** – PM’s project activities will be based on information and records provided to PM by Client. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client’s internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM’s attention.

PM may have agreed to provide documents in written or electronic form to Client as described in the accompanying engagement letter’s Scope of Services (the “Deliverables”). Client agrees that it shall not rely, and will not induce or permit others to rely, upon any draft advice, opinions, information, reports, and other communications other than a final Deliverable. The content of any Deliverable or other advice provided during the provision of the services engaged hereunder is limited to the matters specifically addressed therein, and unless otherwise agreed in the accompanying engagement letter, does not address any other potential tax consequences, including the potential application of tax penalties to any matter. Once provided in final form, PM is not obligated to update any Deliverable to account for new information or changes in law.

- 3. Use of Report** – At the conclusion of PM’s project activities, PM will provide Client with a written report as described in the accompanying engagement letter. PM’s report will be restricted solely to use by management of Client and Client agrees that PM’s report will not be distributed to any outside parties for any purpose other than to carry out legal responsibilities of Client. PM will have no responsibility to update PM’s report for any events or circumstances that occur or become known subsequent to the date of that report.

4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, “Electronic Documents”) to Client, such Electronic Documents will be provided in a format determined to be acceptable to both parties. Client acknowledges and agrees that Client’s ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and Client shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Client.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the written report and are to be used only as expressly described in and authorized by the written report. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the written report. Further, Client acknowledges that Client is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding written report.

Client acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Client and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, “PM Intellectual Property”). Client agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Client a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Client agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the written report.

If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM’s services to Client, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM’s obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM’s use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM’s possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 6. Data Access Management and Consent** – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively “Third Party Provider(s)”). Third Party Providers may include, for example and without limitation, PM's international affiliates that support PM's domestic operations, cloud service providers that support PM's infrastructure in general, or independent contractors that serve to supplement a particular engagement team's services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers' services involve the accessing or processing of Client data, PM will require Third Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM's services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client's data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.
- 7. Protected Health Information** – If, and to the extent PM needs to review protected health information (“PHI”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to perform the engaged services, Client agrees to separately execute a Business Associate Agreement, and Client agrees to make reasonable efforts to limit the disclosure of any PHI to the minimum amount necessary to accomplish the intended purpose of the disclosure to PM.
- 8. Third-Party Data** – PM may reference third-party data sources in performing the services. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Client acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth, PM makes no representation or warranty that Client will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This Agreement does not convey to Client a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Client from directly contracting with or obtaining a license from any third-party data source if Client determines, in its sole discretion, that any such direct contract or license to be in its best interest.

9. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on Client personnel providing PM staff the assistance necessary to satisfy Client responsibilities under the scope of services. This assistance includes availability and cooperation of those Client personnel relevant to PM’s project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM’s Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM’s work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM’s work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

10. **Payment Terms** – PM’s invoices for professional services are due upon receipt unless otherwise specified in the accompanying engagement letter. In the event any of PM’s invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM’s consulting work or issuance of PM’s consulting report upon resumption of PM’s work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
11. **Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM’s current hourly rates, plus all reasonable and necessary travel and related costs PM incurs and included as an adjustment to PM’s invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
12. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
13. **Exclusion of Certain Damages** – The total liability of PM and PM’s officers, directors, partners, members, managers, employees; its affiliated, parent or subsidiary entities; and approved third-party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature which arise from the provision of services hereunder shall not exceed one (1) times the fee paid to PM for the services provided in connection with this Agreement. For any services provided that were not indicated in the scope section of the attached engagement letter, the total liability of PM and the PM persons shall not exceed one (1) time the total fee paid to PM for such services. In no event shall PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other similar damages relating to PM’s services provided under this engagement.

In the event this Agreement expressly identified multiple phases of services, the total liability of PM and the PM Persons shall be limited to no more than one (1) times the total fees paid to PM for the particular phase of services alleged to have given rise to any such liability.

None of the limitations of PM’s and the PM Persons’ liability stated herein shall limit PM’s or the PM Persons’ liability for willful misconduct or any other liability which cannot be lawfully limited or excluded.

Notwithstanding the foregoing, neither PM nor any of the PM Persons shall be liable for any claims, losses, costs, and damages resulting, in whole or in part, from Client’s failure to provide complete, timely, and accurate information in connection with PM’s services.

- 14. Defense, Indemnification, and Hold Harmless** – As a condition of PM’s willingness to perform the services provided for in the accompanying engagement letter, Client agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
- 15. Limitation on Period to File Claims** – Any claim (based in contract, tort, or any other basis) made by either party shall be deemed waived if such claim is not the subject of a lawsuit filed within two years of the conclusion of this Agreement. This provision shall not apply to any indemnification obligation created by this Agreement or applicable law, or to any action to recover fees for services provided under this Agreement.
- 16. Legal Advice** – Client acknowledges that some of PM’s partners and employees are licensed to practice law, but PM is not registered as a law firm in any jurisdiction. Client shall not rely upon any advice given by PM, any PM partner or employee (collectively, the “PM Persons”) as legal advice, nor shall Client rely upon the PM Persons to satisfy, or assist Client in satisfying, any legal obligations. Upon request, PM may assist Client through the recommendation of counsel who may assist Client. Where such assistance is provided, Client agrees to hold PM harmless, and indemnify PM for the claims of third parties, for all damages claimed as a result of PM’s recommendations.
- 17. Beneficial Ownership Reporting** – Beginning January 1, 2024, the Corporate Transparency Act (“CTA”) requires certain companies to provide specified information related to beneficial ownership to FinCEN, a bureau of the United States Department of Treasury. Failure to comply with the beneficial ownership reporting requirements established by the CTA may be punishable by civil fines and criminal penalties.

PM’s services shall not consist of the provision of advice regarding the CTA and its beneficial ownership reporting requirements or any similar reporting requirements, or the preparation and/or the submission of beneficial ownership reports. PM recommends that any Client requiring such services should contact Client’s legal counsel.
- 18. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facility are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM’s request, to provide Client’s policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility. In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, “Applicable Preventative Guidance”) and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client’s facility. Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client’s facility or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client’s facility is not and shall not be construed to be or relied on by Client as a determination by PM of Client’s compliance with Applicable Preventative Guidance.
- 19. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this Agreement, Client agrees to compensate PM for the affected PM staff’s time at such staff’s current hourly rates, and to reimburse PM for all of PM’s out-of-pocket costs incurred associated with PM’s response unless otherwise reimbursed by a third party.
- 20. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 21. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.

-
22. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
 23. **Conflicts of Interest** – PM’s client acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM’s acceptance of this Agreement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
 24. **Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
 25. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement



**We look forward to working with you.
Please contact us with any questions.**



Mark Warner
Engagement Partner
248-223-3799
mark.warner@plantemoran.com



Brian Pesis
Project Director
303-846-1260
brian.pesis@plantemoran.com



Matt Coats
Project Manager
720-526-3407
matt.coats@plantemoran.com

Change Order # 6 Date 21 April 2026

“Stantec” Stantec Consulting Services Inc.
Stantec Project # 181301778
3325 S. Timberline Rd. 2nd floor, Ft. Collins, CO 80525
Ph: (970) 212-2773
email: lisa.fardal@stantec.com

“Client” NORTH WELD COUNTY WATER DISTRICT
Client Project #
32825 Weld County Road 39, Lucerne, CO 80646
Ph: (970) 356-3020
email: ericr@nwcwd.org

Project Name and Location: Engineering Support Services

In accordance with the original Professional Services Agreement dated 2 March 2022 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) **December 31, 2026**. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year.

Exhibit A

Project/Task Two: On-call Engineering Support Services

This amendment adds \$100,000 to Task 2.

Scope of work described below: Perform the professional services that may include the following:

- 1) Provide day-to-day consultation as requested by the NWCWD Manager. Attend necessary meetings.
- 2) Assist in reviewing NWCWD design criteria and standards for proposed developments projects.
- 3) Provide engineering assistance and customary civil and engineering design services on various projects, if requested.
- 4) Provide necessary Info Water modeling services on various projects, when requested.
- 5) Prepare reports, if requested.

Assumptions:

The effort to complete these tasks is based on the trend of the on-call efforts to date. Discussions with the District will be held when/if the budgets for the on-call services require additional amendment prior to the end date of the PSA.

Effect on Budget: With this amendment, the total approved budget for the North Weld County Water District Engineering Support Services contract totals \$475,000.

Effect on Schedule: This amendment does not extend the period of performance which goes through December 31, 2026.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

Lisa Fardal, PE, PMP,
Senior Project Manager

Print Name and Title

Signature

Date Signed:

NORTH WELD COUNTY WATER DISTRICT

Tad Stout, President

Print Name and Title

Signature

Date Signed:

TERMINATION AGREEMENT

(THE RIDGE AT HARMONY ROAD FILING NO. 5)

THIS TERMINATION AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2026 (the “Effective Date”), by and among the NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to C.R.S. §§ 32-1-101, et seq., with a mailing address of P.O. Box 56, Lucerne, Colorado 80646 (the “District”), acting for itself and, where applicable, by and through the NORTH WELD COUNTY WATER DISTRICT ENTERPRISE (the “Enterprise”); HR EXCHANGE, LLC, a Colorado limited liability company, with a mailing address of 212 N. Wahsatch Avenue, Suite 301, Colorado Springs, CO 80903 (“HR Exchange”); LORSON SOUTH LAND CORP., a Colorado corporation, with a mailing address of 212 N. Wahsatch Avenue, Suite 301, Colorado Springs, CO 80903 (“Lorson”); and ARMORY, LLC, an Oklahoma limited liability company, as nominee for EXCHANGE OPERATING, LLC, an Oklahoma limited liability company, with a mailing address of 212 N. Wahsatch Avenue, Suite 301, Colorado Springs, CO 80903 (“Armory”). HR Exchange, Lorson, and Armory are sometimes referred to herein collectively as the “Developer Parties.” The District, the Enterprise, and the Developer Parties are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the District is a quasi-municipal corporation and political subdivision of the State of Colorado, organized and existing under and pursuant to C.R.S. §§ 32-1-101, et seq., for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its residents, and users; and

WHEREAS, the District and Armory entered into that certain Raw Water Dedication Agreement (Ridge at Harmony Road Subdivision, 5th Filing) dated August 30, 2021, and countersigned by the District on September 7, 2021 (the “Armory Dedication Agreement”), pursuant to which Armory dedicated forty-five (45) Units in the Colorado-Big Thompson Project (the “Armory C-BT Units”) to the District in aid of HR Exchange’s application for potable water service for The Ridge at Harmony Road Subdivision, 5th Filing (the “Development”); and

WHEREAS, the District (acting by and through the Enterprise) and HR Exchange entered into that certain Water Services Agreement (The Ridge at Harmony Road Filing No. 5) dated June 30, 2022, and countersigned by the District on July 11, 2022 (the “Original WSA”), pursuant to which the District agreed, subject to the terms and conditions thereof, to provide potable water service to ninety (90) lots within the Development; and

WHEREAS, the District and Lorson entered into that certain Raw Water Dedication Agreement (The Ridge at Harmony Road Filing No. 5, Blocks 4 through 6) dated November 4, 2022, and countersigned by the District on November 14, 2022 (the “Lorson Dedication Agreement”), pursuant to which Lorson transferred seven (7) Units in the Colorado-Big Thompson Project (the “Lorson C-BT Units”) to the District, with six and one-half (6.5) of the Lorson C-BT Units allocated as raw water dedicated for the thirteen (13) remaining lots in Blocks 4, 5, and 6 of the Development (the “13 Remaining Lots”), and the remaining one-half (0.5) of one Lorson C-BT Unit acquired by the District for the District’s unrestricted use upon payment to Lorson of the cash-in-lieu sum of \$31,250.00 (the “Cash-in-Lieu Payment”). The Armory Dedication Agreement and the Lorson Dedication Agreement are referred to herein collectively as the “Dedication Agreements,” and the Armory C-BT Units and the Lorson C-BT Units are referred to herein collectively as the “Dedicated Units”; and

WHEREAS, the District (acting by and through the Enterprise) and HR Exchange entered into that certain Water Services Agreement (The Ridge at Harmony Road Filing No. 5) (Blocks 4 through 6) dated February 13, 2023 (the “Supplemental WSA”), pursuant to which the District agreed, subject to the terms and conditions thereof, to provide potable water service to the 13 Remaining Lots. The Original WSA and the Supplemental WSA are referred to herein collectively as the “Water Services Agreements,” and the Water Services Agreements and the Dedication Agreements are referred to herein collectively as the “Terminated Agreements”; and

WHEREAS, the Developer Parties have advised the District that the Development will not proceed and that the Developer Parties do not intend to construct or develop any of the lots within the Development; and

WHEREAS, the Lorson Dedication Agreement grants the District an exclusive and irrevocable option to purchase the Lorson C-BT Units in the event the 13 Remaining Lots do not develop and the District does not need the taps supported by the dedication of the Lorson C-BT Units (the “Lorson Option”), and the Armory Dedication Agreement grants the District an exclusive and irrevocable option to purchase the Armory C-BT Units in the event the project does not develop and the District does not need the commercial tap supported by the dedication of the Armory C-BT Units (the “Armory Option”, and together with the Lorson Option, the “District Options”); and

WHEREAS, the District has determined, in its sole and absolute discretion, that it does not desire to exercise the District Options or to acquire the Dedicated Units, and that, accordingly, no further water service will be provided by the District to the Development pursuant to the Water Services Agreements; and

WHEREAS, the Parties desire to formally terminate (notwithstanding any automatic termination provisions or termination by their terms), in their entirety, the Terminated Agreements, and to release each other from all further obligations thereunder, on the terms and conditions set forth herein, and to effect a return of the Dedicated Units to Lorson and Armory, as applicable, in accordance with the rules, requirements, and policies of the Northern Colorado Water Conservancy District (“Northern”); and

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Termination of Terminated Agreements. Effective as of the Effective Date, each of the Terminated Agreements is hereby terminated in its entirety and shall be of no further force or effect, and the rights, duties, covenants, obligations, options, reservations, and liabilities of the Parties under and pursuant to the Terminated Agreements shall be extinguished, except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, the District hereby waives, releases, and abandons each of the District Options, and the District shall have no obligation to acquire, accept, or pay for the Dedicated Units (or any portion thereof) under the Dedication Agreements. The Parties expressly acknowledge and agree that no water service will be provided by the District to the Development pursuant to the Water Services Agreements, and that the District has no obligation whatsoever to reserve or supply any taps, capacity, or water service for the Development.

2. CBT Units to be Transferred. Subject to the terms and conditions of this Agreement and the rules, regulations, policies, and approval requirements of Northern, the District agrees to return, retransfer, and reassign the Dedicated Units to Lorson and Armory, as applicable, for their individual use, as follows:

2.1 Return of Lorson C-BT Units. The District shall transfer all seven (7) of the Lorson C-BT Units back to Lorson, and all transfer documentation submitted to Northern in connection therewith shall designate “Lorson South Land Corp.” as the transferee of the Lorson C-BT Units. As consideration for, and as an express condition precedent to, the return of all seven (7) Lorson C-BT Units (which Northern requires to be transferred in whole-unit increments), Lorson shall, contemporaneously with the closing of the retransfer pursuant to Section 3 hereof, refund and pay to the District the entire Cash-in-Lieu Payment in the amount of \$31,250.00, by wire transfer of immediately available funds or by other means acceptable to the District in its sole discretion. The District shall have no obligation to retransfer any of the Lorson C-BT Units, in whole or in part, until such time as the District has received the Cash-in-Lieu Payment refund in full.

2.2 Return of Armory C-BT Units. The District shall transfer all forty-five (45) Armory C-BT Units back to Armory, and all transfer documentation submitted to Northern in connection therewith shall designate “Armory, LLC, as nominee for Exchange Operating, LLC,” as the transferee of the Armory C-BT Units.

2.3 Northern Transfer Documents; Approval Contingency. The retransfers contemplated by this Section 2 are expressly contingent upon the approval of Northern. Lorson and Armory shall each, at their sole cost and expense, prepare, complete, and submit to Northern, on or before the date that is thirty (30) days after the Effective Date (or such earlier date as required by Northern), any and all applications, change-of-allotment documents, and other instruments required by Northern for approval of the retransfer of the Lorson C-BT Units and the Armory C-BT Units, respectively, at the next regularly scheduled meeting of Northern’s Board of Directors at which the retransfers may be considered. All such transfer documentation shall designate Lorson or Armory, as applicable, as the transferee of the applicable Dedicated Units. The District shall reasonably cooperate with Lorson and Armory in connection with such submissions, including by executing such documents in form and substance acceptable to the District as may reasonably be required by Northern; provided, however, that the District shall not be required to incur any out-of-pocket cost or expense in connection therewith and shall not be required to take any action inconsistent with its rights, obligations, or interests as a Northern allottee. If Northern denies any such application, Lorson or Armory, as applicable, shall, in good faith, seek to remedy any deficiencies and request approval at the next regularly scheduled meeting of Northern’s Board of Directors. The District makes no representation, warranty, or guarantee as to whether Northern will approve the retransfers, and the District shall have no liability whatsoever to any Developer Party or to any other person or entity for any failure or refusal of Northern to approve any such retransfer.

2.4 Transfer Fees and Assessments. Lorson and Armory shall be jointly and severally liable for, and shall pay or reimburse the District for, all transfer fees, change-of-allotment fees, reclassification fees, recording fees, attorney fees, and other costs and expenses of any kind charged, imposed, or incurred by Northern, the District, or any third party in connection with the retransfers contemplated by this Section 2, including without limitation any fees or assessments charged by Northern in connection with the change in classification of the Dedicated Units from municipal use. With respect to assessments, charges, and operation and maintenance fees levied by Northern in connection with the Dedicated Units (collectively, “Assessments”): (a) all Assessments due and payable for the year in which the Retransfer Date occurs, and for all years thereafter, shall be the responsibility of Lorson or Armory, as applicable; and (b) all Assessments due and payable for years prior to the year in which the Retransfer Date occurs (during the District’s period of ownership of the Dedicated Units) shall be the responsibility of the District. To the extent the District has paid any Assessment that is the responsibility of Lorson or Armory under this Section 2.4, or any transfer fee, change-of-allotment fee, reclassification fee, or other cost or expense for which Lorson or Armory is responsible under this Section 2.4, Lorson or Armory, as applicable,

shall reimburse the District in full upon written demand. As used herein, "Retransfer Date" means the date upon which Northern's Board of Directors approves the retransfer of the applicable Dedicated Units.

2.5 Quota Allocation; District's Retained Water Rights. The retransfer of the Dedicated Units shall be on a "water rights only" basis. Notwithstanding any other provision of this Agreement, the District shall retain all right, title, and interest in and to all water allocated, declared, delivered to, or used by the District in connection with the Dedicated Units prior to the Retransfer Date, including without limitation the entirety of any quota allocation declared by Northern for the water year in which the Retransfer Date occurs. Lorson and Armory shall have no claim or right to any such water, and any such water shall not be returned, refunded, credited, or made available to Lorson, Armory, or any other Developer Party.

2.6 Quitclaim; No Warranty. The Dedicated Units shall be returned by the District on an "AS-IS, WHERE-IS" basis, by quitclaim, and without representation or warranty of any kind, express or implied, including without limitation any representation or warranty as to title, merchantability, fitness for a particular purpose, suitability, value, yield, deliverability, or freedom from liens or encumbrances, all of which are hereby expressly disclaimed by the District. Lorson and Armory each acknowledge that they are familiar with the Dedicated Units and accept the return of the same in their then-current condition.

3. Closing of Retransfer. The closing of the retransfers contemplated by Section 2 hereof shall occur within ten (10) business days after the District's receipt of written confirmation from Northern that the retransfer of the applicable Dedicated Units has been finally approved by Northern's Board of Directors and that there are no remaining unsatisfied conditions or contingencies of that approval, or such other date as the Parties may mutually agree in writing. At closing, the District shall execute and deliver such instruments as are reasonably necessary to evidence the retransfer of the Dedicated Units in accordance with this Agreement, and Lorson shall pay the Cash-in-Lieu Payment refund to the District in accordance with Section 2.1. If Northern has not approved the retransfers within twelve (12) months after the Effective Date, then, notwithstanding anything herein to the contrary, the District shall have no further obligation to retransfer any of the Dedicated Units to any of the Developer Parties; the termination of the Terminated Agreements pursuant to Section 1 hereof shall remain in full force and effect; and the Dedicated Units shall remain the sole and exclusive property of the District, free and clear of any claim of any of the Developer Parties.

4. Retention of Previously Paid Fees and Charges. The Developer Parties acknowledge and agree that all fees, charges, expenses, deposits, and other amounts paid to the District prior to the Effective Date in connection with the Terminated Agreements (including, without limitation, any review and inspection fees, supplemental fees, infrastructure enhancement fees, plant investment fees, mileage charges, meter fees, and similar fees and charges) shall be retained by the District in their entirety as liquidated damages and as compensation for the District's administrative and other expenses incurred in connection with the Terminated Agreements, and the Developer Parties shall not be entitled to any refund, credit, return, or other remuneration on account thereof. The Parties stipulate that the actual damages suffered by the District as a result of the Developer Parties' election not to proceed with the Development would be difficult or impossible to determine and that the amounts retained pursuant to this Section 4 represent a reasonable estimate of such damages. Any refund window or right of refund set forth in any of the Terminated Agreements (including, without limitation, Section 7.4 of either Water Services Agreement) is hereby waived, released, and extinguished by the Developer Parties.

5. Releases by the Developer Parties. Effective upon the Effective Date, each of the Developer Parties, on behalf of itself and its parents, subsidiaries, affiliates, members, managers, shareholders, officers, directors, employees, agents, contractors, attorneys, insurers, predecessors, successors, and assigns

(collectively, the “Developer Releasing Parties”), hereby fully, finally, and forever releases, acquits, and discharges the District, the Enterprise, and their respective board members, directors, officers, employees, agents, attorneys, insurers, predecessors, successors, and assigns (collectively, the “District Released Parties”), from any and all claims, demands, causes of action, suits, debts, sums of money, accounts, controversies, damages (whether compensatory, consequential, incidental, special, punitive, or otherwise), costs, expenses, attorney fees, judgments, executions, and liabilities of every kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, in law or in equity, that any of the Developer Releasing Parties ever had, now have, or may hereafter have, arising out of, related to, or in connection with the Terminated Agreements, the Development, the Dedicated Units, the District Options, the negotiation, performance, or termination of the Terminated Agreements, or any conduct of the District Released Parties in connection therewith. The Developer Releasing Parties expressly acknowledge that the foregoing release is intended to be, and shall be, broadly construed and that it covers all claims of every kind, whether known or unknown, that the Developer Releasing Parties may have against the District Released Parties as of the Effective Date, including any claims of which the Developer Releasing Parties may be unaware as of the Effective Date.

6. Limited Release by the District. Effective upon, and expressly conditioned upon, (a) the closing of the retransfer of the Dedicated Units in accordance with Sections 2 and 3 of this Agreement (including, without limitation, the District’s receipt of the full Cash-in-Lieu Payment refund from Lorson), and (b) the full and timely performance by the Developer Parties of all of their obligations under this Agreement, the District shall release the Developer Parties from any further obligation to perform under the Terminated Agreements arising from and after the Effective Date; provided, however, that nothing in this Section 6 shall release, discharge, or impair (i) any obligation of the Developer Parties under this Agreement, (ii) any indemnity, release, or covenant of any Developer Party in favor of the District set forth in this Agreement or in any of the Terminated Agreements, or (iii) any obligation of the Developer Parties to pay or reimburse the District for any cost, fee, expense, or assessment described in Section 2.4 hereof. For the avoidance of doubt, the District does not release the Developer Parties from any obligation of any Developer Party arising under this Agreement, and the District expressly reserves all rights and remedies available to it at law or in equity for any breach of this Agreement by any Developer Party.

7. Indemnification of the District. The Developer Parties shall, on a joint and several basis, indemnify, defend (with counsel reasonably acceptable to the District), and hold harmless each of the District Released Parties from and against any and all claims, demands, causes of action, suits, judgments, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorney fees and litigation costs) of every kind or nature arising out of, related to, or in connection with: (a) any breach by any Developer Party of any representation, warranty, covenant, or obligation under this Agreement; (b) the retransfer of the Dedicated Units, including without limitation any claim by Northern, by any creditor or assignee of any Developer Party, or by any other third party asserting an interest in any of the Dedicated Units; (c) the Development, the Terminated Agreements, or the conduct of the Developer Parties or any of their respective members, managers, employees, agents, contractors, or assigns; or (d) any claim by any third party (including any homeowner, prospective purchaser, lender, builder, or successor in interest of any Developer Party) asserting any right to water service, taps, capacity, or any other benefit purportedly arising under any of the Terminated Agreements. The provisions of this Section 7 shall survive the closing of the retransfers and the termination of this Agreement.

8. Representations and Warranties of the Developer Parties. Each Developer Party hereby represents and warrants to the District as follows, each of which shall be deemed material and shall survive the execution and delivery of this Agreement: (a) such Developer Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, and has full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement by such Developer Party have been duly authorized by all necessary corporate, limited liability

company, or other organizational action, and this Agreement constitutes the legal, valid, and binding obligation of such Developer Party, enforceable against such Developer Party in accordance with its terms; (c) such Developer Party has not assigned, transferred, conveyed, pledged, encumbered, or hypothecated any of its rights or interests under any of the Terminated Agreements, or any claim against the District or the Enterprise relating to the Terminated Agreements, to any other person or entity; (d) no consent, approval, or authorization of any third party (other than Northern, which is contemplated herein) is required for the execution, delivery, or performance of this Agreement by such Developer Party; (e) such Developer Party has had the opportunity to consult with legal counsel of its own choosing in connection with this Agreement and has either done so or knowingly waived its right to do so; and (f) such Developer Party is not entering into this Agreement under duress or as a result of any threat, fraud, undue influence, or misrepresentation by the District or any of its representatives.

9. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Developer Parties expressly understand and agree that the District's obligations under this Agreement, if any, shall extend only to monies appropriated for the purposes of this Agreement by the District's Board of Directors and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including without limitation Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement, if any, exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement. The District's failure to perform under this Agreement due to an inadequate appropriation of funds shall not be considered an instance of default and shall result in an automatic termination of this Agreement.

10. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District or the Enterprise, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the District or the Enterprise, including, in particular, any governmental immunity afforded or available to the District or the Enterprise pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

11. No Third-Party Beneficiaries. It is expressly understood and agreed that this Agreement is for the sole and exclusive benefit of the Parties hereto, and that nothing contained in this Agreement shall give or be construed to give to any other person or entity any legal or equitable right, claim, remedy, or cause of action under or by reason of this Agreement. No third party (including, without limitation, any homeowner, prospective purchaser, lender, builder, or successor in interest of any Developer Party) shall have any right or cause of action of any kind under or by reason of this Agreement or the Terminated Agreements.

12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, with respect to such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by all of the Parties.

13. Governing Law; Venue. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict-of-laws principles. Venue for any action arising out of or related to this Agreement shall lie exclusively in the District Court for Weld County, Colorado, and the Parties expressly and irrevocably waive any objection or right that may affect venue of any such action, including without limitation, forum non conveniens or otherwise.

14. Attorney Fees. In the event any Party institutes any action or proceeding against any other Party arising out of or related to this Agreement, the substantially prevailing Party in such action or proceeding shall be entitled to recover from the non-prevailing Party its reasonable attorney fees, expert witness fees, and court costs incurred in connection therewith, including those incurred in any appellate proceeding.

15. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given upon the earlier of (a) actual receipt; (b) delivery by reputable overnight courier (with proof of delivery); (c) on the date and at the time shown on the e-mail message if sent to an e-mail address designated in writing by the recipient Party; or (d) five (5) days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to the Parties at the addresses set forth in the introductory paragraph of this Agreement, or to such other address as a Party may designate by written notice given in accordance with this Section.

16. Further Assurances. The Parties agree to execute and deliver such additional documents and instruments and to take such further actions as may reasonably be required to effectuate the provisions of this Agreement. The provisions of this Section 16 shall survive the closing of the retransfers and the termination of this Agreement.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect, and the invalid, void, or unenforceable provision shall be reformed, to the extent possible, to give effect to the original intent of the Parties.

18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent may be withheld in such Party's sole discretion.

19. Negotiated Provisions; Construction. This Agreement has been negotiated by the Parties and their respective counsel and shall not be construed more strictly against any Party by reason of having drafted it. Each Party acknowledges that it has been advised to seek and has had the opportunity to seek competent legal, tax, and financial advice regarding this Agreement and the transactions contemplated hereby.

20. Headings. The headings used in this Agreement are for convenience of reference only and shall not be used to define, limit, or describe the scope, intent, or meaning of any provision hereof.

21. Survival. The representations, warranties, releases, indemnities, and covenants of the Parties set forth in this Agreement shall survive the termination of the Terminated Agreements, the closing of the retransfers, and the termination of this Agreement.

22. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or by electronic mail in portable document format (PDF) or by electronic signature platform (such as DocuSign) shall be deemed valid and binding for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the Effective Date.

DISTRICT:

NORTH WELD COUNTY WATER DISTRICT,

a quasi-municipal corporation and political subdivision
of the State of Colorado, organized and existing pursuant
to C.R.S. §§ 32-1-101, et seq.

By: _____
Name: _____
Title: District President
Date: _____

ATTEST:

By: _____
Secretary

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by
_____ as District President, and
_____ as Secretary, of the North Weld County Water District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ENTERPRISE:

NORTH WELD COUNTY WATER DISTRICT ENTERPRISE

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of the North Weld County Water District Enterprise.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

HR EXCHANGE:

HR EXCHANGE, LLC,

a Colorado limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ as _____ of HR Exchange, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

LORSON:

LORSON SOUTH LAND CORP.,

a Colorado corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ as _____ of Lorson South Land Corp., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

DRAFT

ARMORY:

ARMORY, LLC,

an Oklahoma limited liability company,

as nominee for

EXCHANGE OPERATING, LLC,

an Oklahoma limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ as _____ of Armory, LLC, an Oklahoma limited liability company, as nominee for Exchange Operating, LLC, an Oklahoma limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

April 30, 2026

Troy & Roxanne Albrighton, Developer
27323 CR 70
Gill, CO 80624

Subject: Water Service Request, Albrighton Property, Family Farm Division - Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Troy & Roxanne Albrighton shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy"). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

The Developer further acknowledges and agrees that by executing this Letter of Intent, the Developer, its successors, and assigns shall be bound by and comply with the District's Rules and Regulations, as may be adopted, amended, or restated from time to time by the District's Board of Directors in its sole discretion, including without limitation the District's Water Dedication Policy. The Developer acknowledges that the District's Rules and Regulations, including the Water Dedication Policy, are subject to change and that the Developer shall remain bound by all such Rules and Regulations as they exist at the time of any applicable action or obligation.

Troy Albrighton

5/11/2026
Date

Roxanne Albrighton

5/11/26
Date



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT A

Lot B, Recorded Exemption No. 0801-10-3-RE 3889 per map recorded September 9, 2005 at Reception No. 3321382, being a part of the S1/2 of the SW1/4 of Section 10, Township 6 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: Proposed Lot A, 27225~ CR 70, Gill, CO)

Weld County Parcel Number: 080110300048

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
 P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)					
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use					
50% Residence Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise					
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

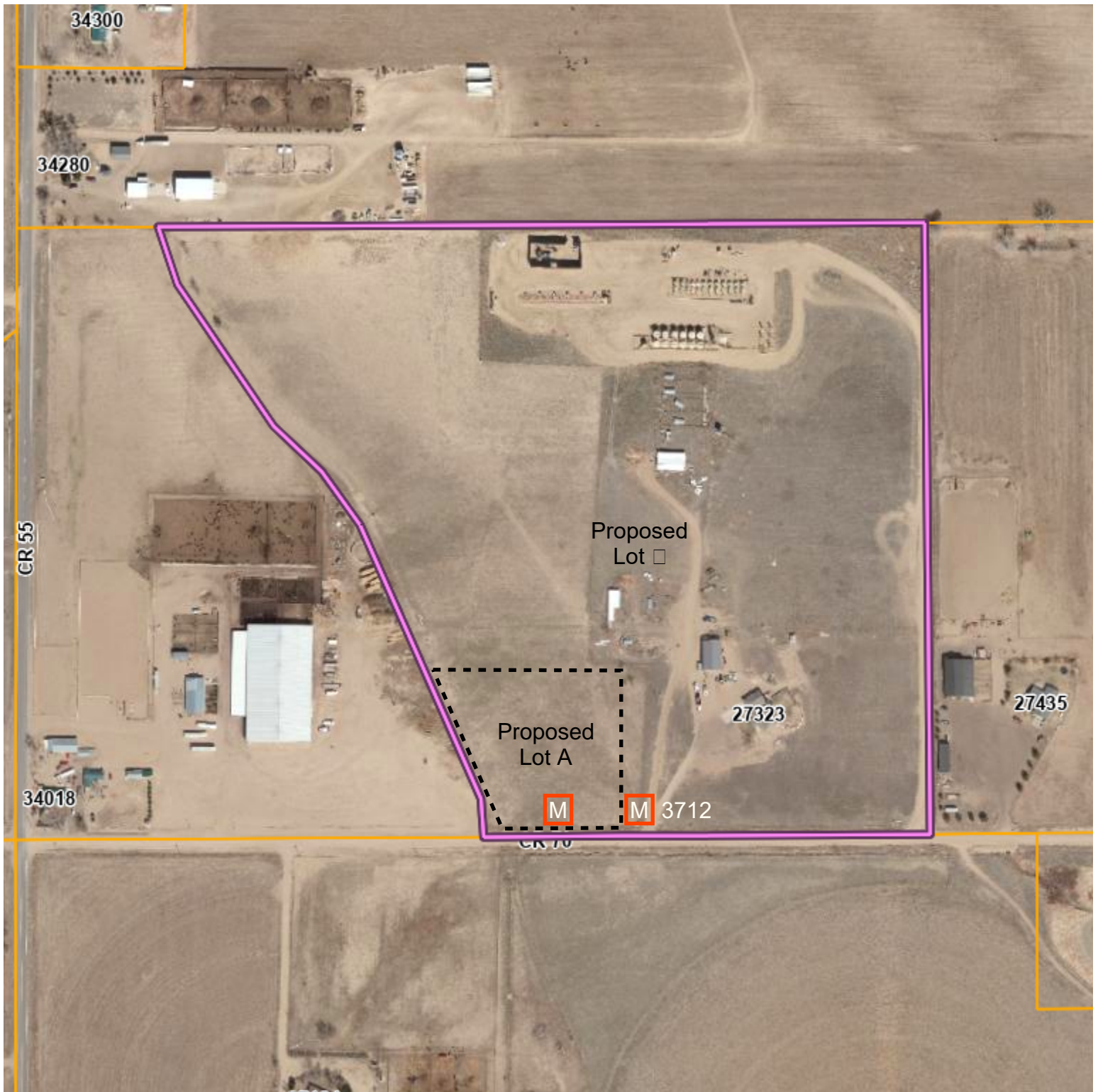
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$10,500
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (25 miles)	\$12,500		
TOTAL Up-Front COSTS PER TAP		\$118,400 Full Standard Tap	
<p>See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		55 psi to 65 psi	
Maximum Pressure		90 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$31.14 Minimum
6,000 gallons and up	\$5.19 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------



Proposed Lot B, also known as 27323 CR 70, is served by existing meter number 3712.

North Weld County Water District water service is available, according to the terms of this letter, to:

Proposed Lot A, also known as 27225~ CR 70.

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

May 6, 2026

Ram Land Co LLC, Developer
103 Blue Heron Ct
Mead, CO 80542

Mark Drouhard, Agent
103 Blue Heron Ct
Mead, CO 80542

Subject: Water Service Request, Ram Land Co LLC Property, Family Farm Division - Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Ram Land Co LLC shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy"). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

The Developer further acknowledges and agrees that by executing this Letter of Intent, the Developer, its successors, and assigns shall be bound by and comply with the District's Rules and Regulations, as may be adopted, amended, or restated from time to time by the District's Board of Directors in its sole discretion, including without limitation the District's Water Dedication Policy. The Developer acknowledges that the District's Rules and Regulations, including the Water Dedication Policy, are subject to change and that the Developer shall remain bound by all such Rules and Regulations as they exist at the time of any applicable action or obligation.

Ram Land Co LLC

_____ Date

By: _____

Name: _____

Its: _____



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT A

Lot B, Recorded Exemption No. 0707-22-1 RECX18-0010, recorded August 23, 2018 at Reception No. 4425491, being a part of the West Half and the East Half of the Northeast Quarter of Section 22, Township 7 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

(Street Address: Proposed Lot A, 38725~ CR 33, Eaton, CO)

Weld County Parcel Number: 070722100067

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
 P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)					
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use					
50% Residence Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise					
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

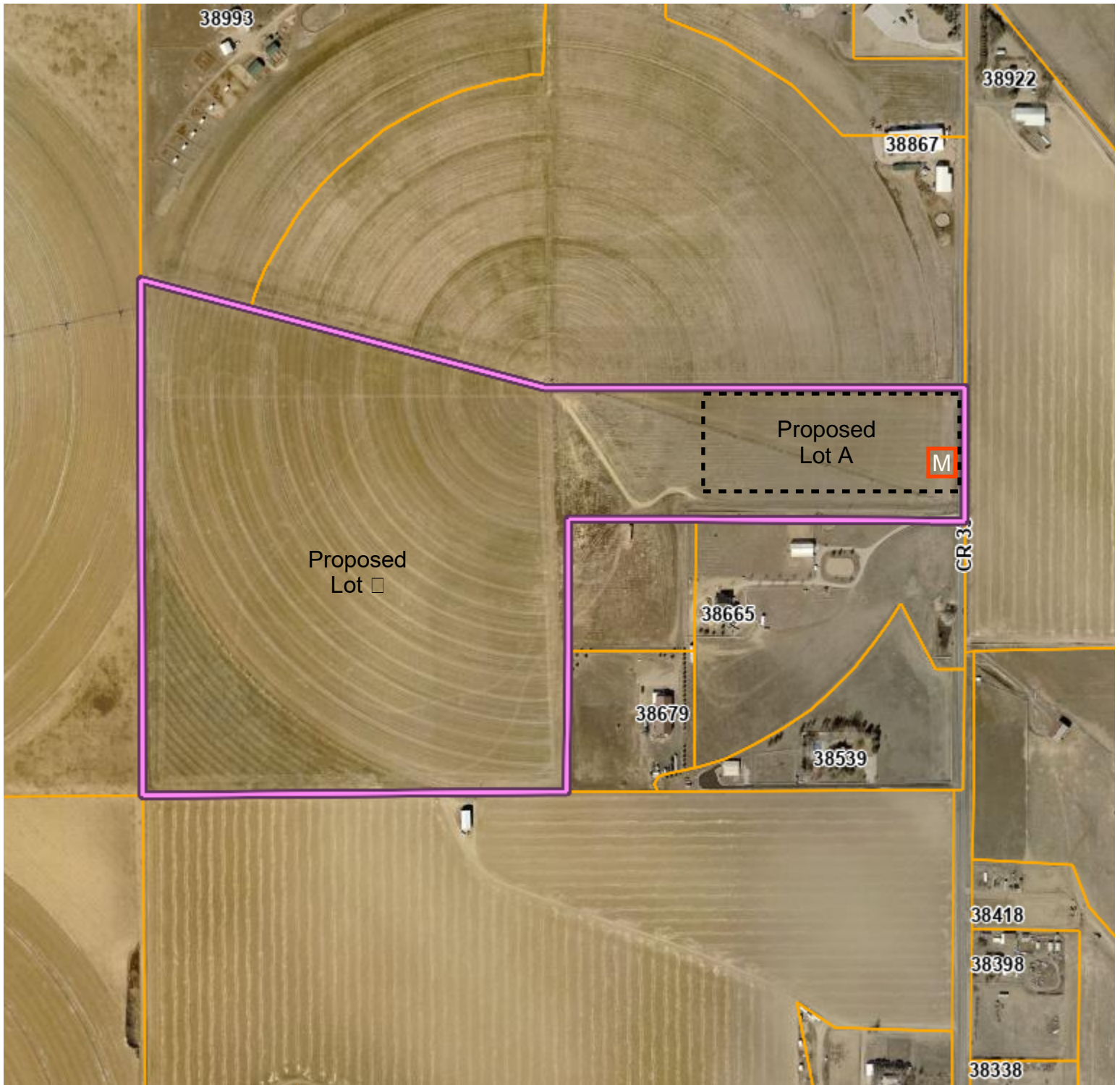
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$8,700
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (10 miles)	\$5,000		
TOTAL Up-Front COSTS PER TAP		\$109,100 Full Standard Tap	
<p>See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		60 psi to 70 psi	
Maximum Pressure		110 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$31.14 Minimum
6,000 gallons and up	\$5.19 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------

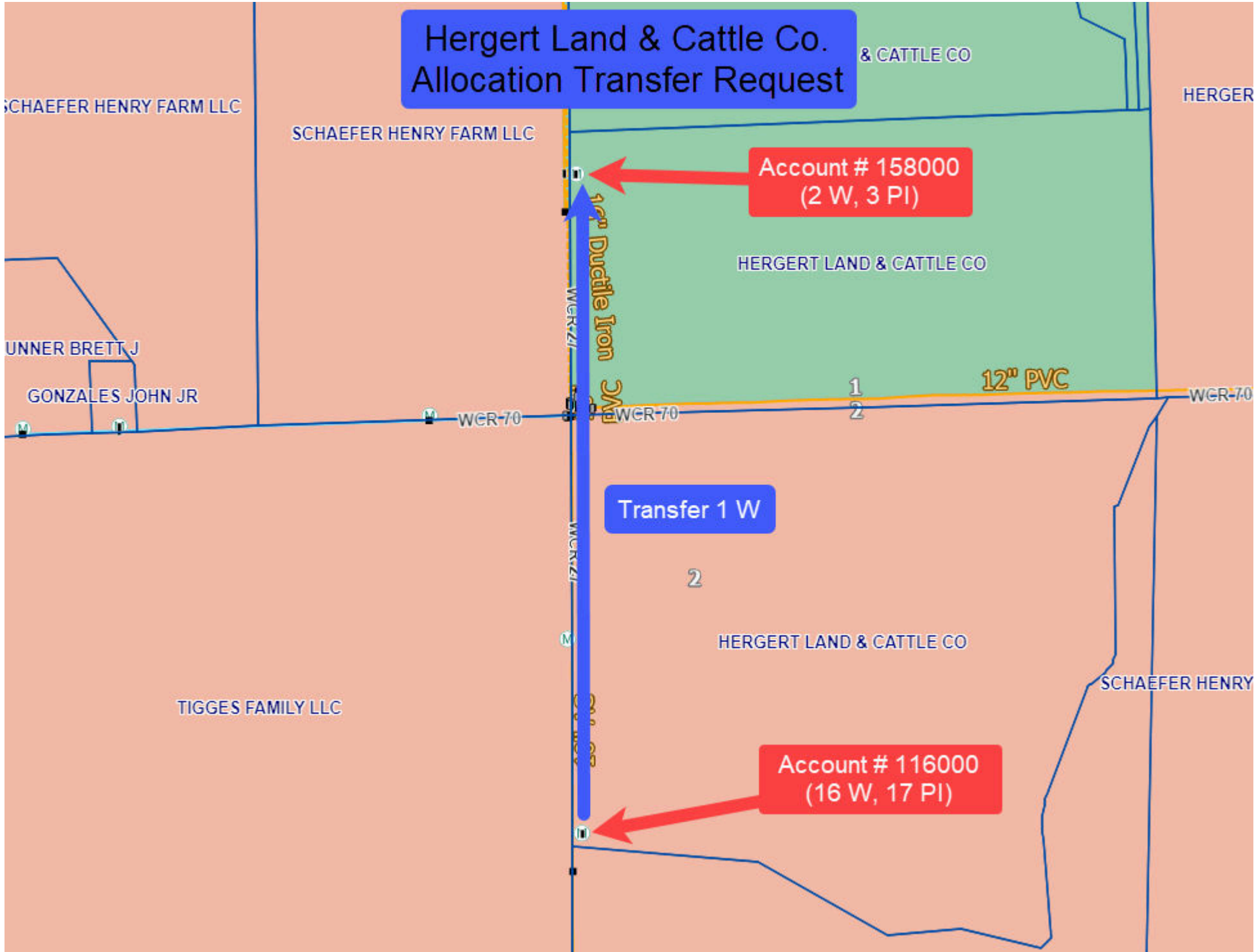


North Weld County Water District water service is available, according to the terms of this letter, to:
Proposed Lot A, also known as 38725~ CR 33.

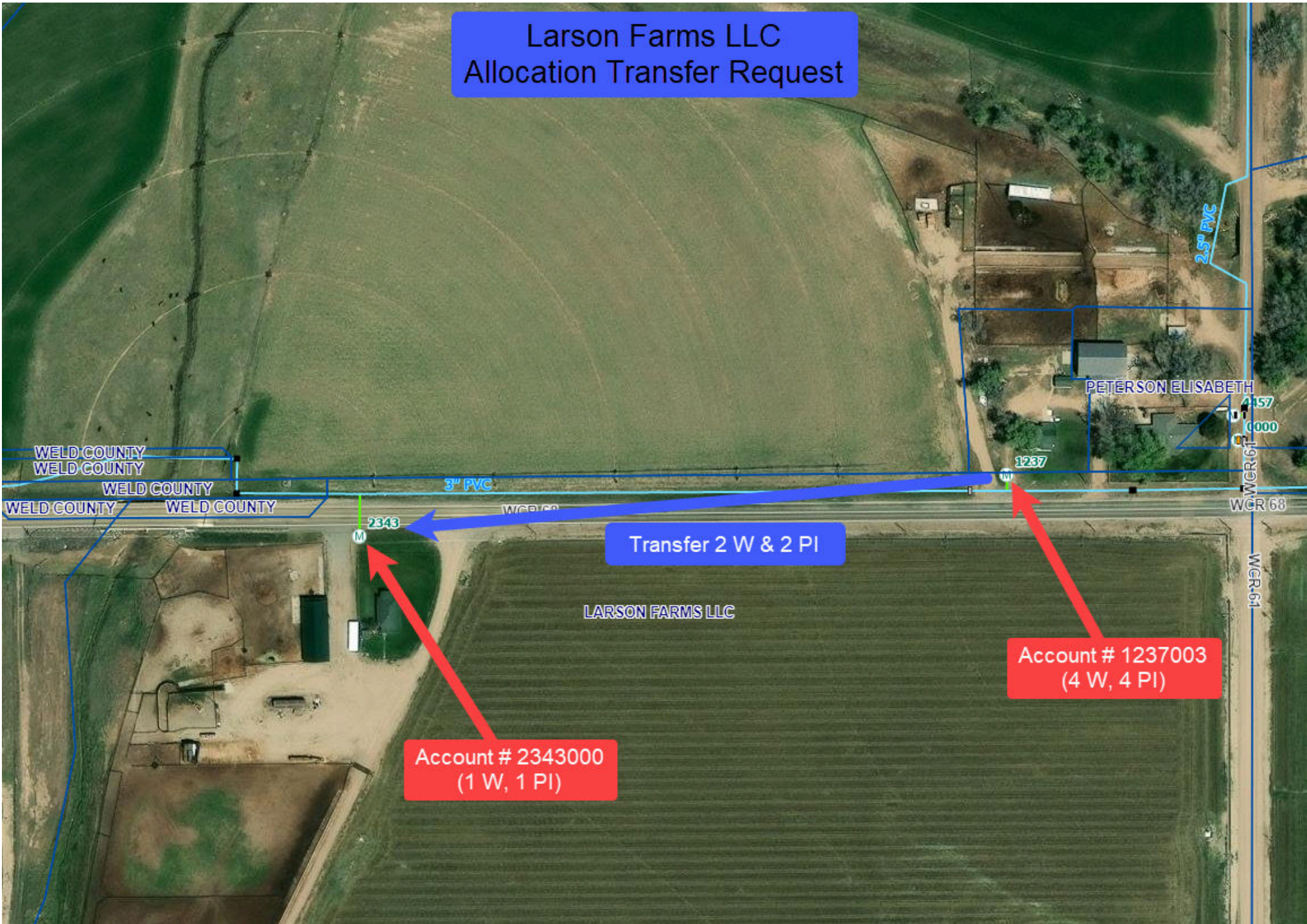
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DISCLAIMER: This product has been developed solely for internal use only by Weld County. The GIS database, applications, and data in the product is subject to constant change and the accuracy and completeness cannot be and is not guaranteed. The designation of lots or parcels or land uses in the database does not imply that the lots or parcels were legally created or that the land uses comply with applicable State or Local law. UNDER NO CIRCUMSTANCE SHALL ANY PART THE PRODUCT BE USED FOR FINAL DESIGN PURPOSES. WELD COUNTY MAKES NO WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF SUCH PRODUCT, NOR ACCEPTS ANY LIABILITY, ARISING FROM ANY INCORRECT, INCOMPLETE OR MISLEADING INFORMATION CONTAINED THEREIN.

Hergert Land & Cattle Co. Allocation Transfer Request



Larson Farms LLC
Allocation Transfer Request



**NWCWD
Pump Station #1 Repairs
PARTIAL PAYMENT ESTIMATE**

Project NO: 25-15
PARTIAL PAYMENT EST NO. 5
PAGE 1 OF 2

OWNER: NWCWD
CONTRACTOR: Moltz Construction, Inc.
PERIOD OF ESTIMATE FROM: 4/1/25 to 5/1/26


CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
NO.	Agency Approval Date	AMOUNT			
		Additions	Deductions		
1	8/29/2025	\$16,165.00		1. Original Contract	\$1,557,419.00
2	4/13/2026	\$5,119.00		2. Change Orders	\$21,284.00
				3. Revised Contract (1&2)	\$1,578,703.00
				4. Work Completed *	\$1,514,394.00
				5. Stored Materials*	\$0.00
				6. Subtotal (4 & 5)	\$1,514,394.00
				7. Retainage* (5%)	\$75,719.70
				8. Previous Payments	\$1,229,854.75
TOTALS		\$21,284.00	\$0.00	9. Amount Due (6-7-8)	\$208,819.55
				*Detailed breakdown attached -	

CONTRACT TIME					
Original Calendar Days =	0	Start Date =	July 14, 2025		
Revised Calendar Days =	0	Project Completion =	June 1, 2026		
Remaining Calendar Days =	0	On Schedule:	YES	NO	

CONTRACTOR'S CERTIFICATION:
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due

Contractor: Moltz Construction, Inc.
By _____ Date 4/27/2026

ENGINEER'S APPROVAL:
The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Ditesco
By  Date 4/27/2026

APPROVED BY OWNER;
Advisor: NWCWD
By _____ Date _____

APPLICATION FOR PAYMENT

APPLICATION NO.:

5

PERIOD Tuesday, April 1, 2025
FROM: Friday, May 1, 2026
TO:

PROJECT: Pump Station #01 Repairs

APPLICATION DATE:

4/27/2026

ITEM NO.	SUMMARY OF WORK	UNIT	QNTY	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
General - Phase 1														
1.01	Mobilization	LS	1	\$17,719.00	\$17,719.00			100.00	17,719.00			17,719.00	100.00%	100.00%
1.02	General Conditions	LS	1	\$35,437.00	\$35,437.00			100.00	35,437.00			35,437.00	100.00%	100.00%
Phase 1 Site Work														
1.03	Remove and Replace Chain Link Fence	LF	120	\$50.00	\$6,000.00			100.00	6,000.00			6,000.00	100.00%	100.00%
1.04	Restore Gravel Surfacing	LS	1	\$8,194.00	\$8,194.00			100.00	8,194.00			8,194.00	100.00%	100.00%
1.05	Remove and Replace Double Door Frame	LS	1	\$20,287.00	\$20,287.00			100.00	20,287.00			20,287.00	100.00%	100.00%
1.06	Remove and Replace Single Door Frame	LS	1	\$11,453.00	\$11,453.00			100.00	11,453.00			11,453.00	100.00%	100.00%
Phase 1 Mechanical Work														
1.07	Remove Ex. DIP and Demo Supports	LS	1	\$39,303.00	\$39,303.00			100.00	39,303.00			39,303.00	100.00%	100.00%
1.08	Remove Ex. 16" Pump Flow Control Valve	EA	1	\$2,778.00	\$2,778.00			100.00	2,778.00			2,778.00	100.00%	100.00%
1.09	Remove Ex. Valve and Accessories as shown	LS	1	\$2,919.00	\$2,919.00			100.00	2,919.00			2,919.00	100.00%	100.00%
1.10	Blind Flange Test Ex. Piping	LS	1	\$65,788.00	\$65,788.00			100.00	65,788.00			65,788.00	100.00%	100.00%
1.11	New DIP and Concrete Support	LS	1	\$112,148.00	\$112,148.00			100.00	112,148.00			112,148.00	100.00%	100.00%
1.12	Remove and Replace Damaged Grating Sections	LS	1	\$10,362.00	\$10,362.00			100.00	10,362.00			10,362.00	100.00%	100.00%
1.13	Disinfect and New Piping Pressure Test	LS	1	\$10,311.00	\$10,311.00			100.00	10,311.00			10,311.00	100.00%	100.00%
Phase 1 Electrical Work														
1.14	Temp Electrical Restoration to Building and Pump 1&2	LS	1	\$64,829.00	\$64,829.00			100.00	64,829.00			64,829.00	100.00%	100.00%
General - Phase 2														
2.01	Mobilization	LS	1	\$49,996.00	\$49,996.00	5.00	2,499.80	95.00	47,496.20			49,996.00	100.00%	100.00%
2.02	General Conditions	LS	1	\$99,909.00	\$99,909.00	5.00	4,995.45	95.00	94,913.55			99,909.00	100.00%	100.00%
Phase 2 Mechanical Work														
2.03	Remove Existing Pipe Restraints Pump 1&2	LS	1	\$5,296.00	\$5,296.00			100.00	5,296.00			5,296.00	100.00%	100.00%
2.04	Install New Pipe Restraints Pumps 1&2	LS	1	\$15,082.00	\$15,082.00			100.00	15,082.00			15,082.00	100.00%	100.00%
2.05	Remove and Replace Ex. 20" BFV Pump 1&2	EA	2	\$26,423.00	\$52,846.00			100.00	52,846.00			52,846.00	100.00%	100.00%
2.06	Remove and Replace Ex. 14" BFV Pump 1&2	EA	2	\$11,594.00	\$23,188.00			100.00	23,188.00			23,188.00	100.00%	100.00%
2.07	Remove and Replace Ex. 14" FCA Pump 1&2	EA	2	\$5,886.00	\$11,772.00			100.00	11,772.00			11,772.00	100.00%	100.00%
2.08	Remove and Replace Ex. 20" FCA Pump 1&2	EA	2	\$8,446.00	\$16,892.00			100.00	16,892.00			16,892.00	100.00%	100.00%
2.09	Remove Ex. 14" Pump Control Valve Pumps 1&2	EA	2	\$2,656.00	\$5,312.00			100.00	5,312.00			5,312.00	100.00%	100.00%
2.10	Procure and Install New 14" CV Pumps 1&2	EA	2	\$21,266.00	\$42,532.00			100.00	42,532.00			42,532.00	100.00%	100.00%
2.11	Procure and Install New Pressure Devices	LS	1	\$14,027.00	\$14,027.00			100.00	14,027.00			14,027.00	100.00%	100.00%
2.12	Procure and Install 36" Suction Piping	LS	1	\$138,651.00	\$138,651.00			100.00	138,651.00			138,651.00	100.00%	100.00%
2.13	Procure and Install 24" Suction Piping	LS	1	\$57,899.00	\$57,899.00			100.00	57,899.00			57,899.00	100.00%	100.00%
2.14	Procure and Install 24" BFV	EA	1	\$30,791.00	\$30,791.00			100.00	30,791.00			30,791.00	100.00%	100.00%
2.15	Procure and Install 24" FCA Pump 3	EA	1	\$7,576.00	\$7,576.00			100.00	7,576.00			7,576.00	100.00%	100.00%
2.16	Procure and Install 24x12" Ecc. Rcdr. Pump 3	EA	1	\$12,236.00	\$12,236.00			100.00	12,236.00			12,236.00	100.00%	100.00%
2.17	New Pump Concrete Pad	LS	1	\$7,098.00	\$7,098.00			100.00	7,098.00			7,098.00	100.00%	100.00%
2.18	Reinstall Pump 3	LS	1	\$6,892.00	\$6,892.00			100.00	6,892.00			6,892.00	100.00%	100.00%
2.19	Procure and Install new 10x16"Rcdr Pump 3	EA	1	\$6,301.00	\$6,301.00			100.00	6,301.00			6,301.00	100.00%	100.00%
2.20	Procure and Install New 16" CV Pump 3	EA	1	\$28,577.00	\$28,577.00			100.00	28,577.00			28,577.00	100.00%	100.00%
2.21	Procure and Install New 16" FCA Pump 3	EA	1	\$6,624.00	\$6,624.00			100.00	6,624.00			6,624.00	100.00%	100.00%
2.22	Procure and Install New 16" BFV Pump 3	EA	1	\$12,687.00	\$12,687.00			100.00	12,687.00			12,687.00	100.00%	100.00%
2.23	Procure and Install New 16" Discharge Piping Pump 3	LS	1	\$32,273.00	\$32,273.00			100.00	32,273.00			32,273.00	100.00%	100.00%
2.24	Procure and Install New Galv. Pipe Supports	EA	3	\$3,472.00	\$10,416.00			100.00	10,416.00			10,416.00	100.00%	100.00%
2.25	Disinfect and Pressure Test	LS	1	\$10,050.00	\$10,050.00			100.00	10,050.00			10,050.00	100.00%	100.00%
2.26	Prep and Coat all DIP	LS	1	\$98,252.00	\$98,252.00			100.00	98,252.00			98,252.00	100.00%	100.00%
2.27	Start Up and Test	LS	1	\$5,246.00	\$5,246.00			50.00	2,623.00			2,623.00	50.00%	50.00%
2.28	Allowance (See Allowances below for Detail)	LS	1	\$25,000.00	\$25,000.00			82.18	20,546.00			20,546.00	82.18%	82.18%
Phase 2 Electrical Work														
2.29	Demo Ex. MCC	LS	1	\$8,854.00	\$8,854.00			100.00	8,854.00			8,854.00	100.00%	100.00%
2.30	New Power Panel	EA	1	\$36,031.00	\$36,031.00	12.00	4,323.72	88.00	31,707.28			36,031.00	100.00%	100.00%
2.31	Transformer	EA	1	\$6,655.00	\$6,655.00	25.00	1,663.75	75.00	4,991.25			6,655.00	100.00%	100.00%
2.32	LP Panel	EA	1	\$6,195.00	\$6,195.00	45.00	2,787.75	55.00	3,407.25			6,195.00	100.00%	100.00%
2.33	125 Hp VFD	EA	2	\$40,195.00	\$80,390.00	100.00	80,390.00					80,390.00	100.00%	100.00%
2.34	250 Hp VFD	EA	1	\$69,121.00	\$69,121.00	100.00	69,121.00					69,121.00	100.00%	100.00%
2.35	New Interior Light Fixtures	EA	4	\$1,559.00	\$6,236.00			100.00	6,236.00			6,236.00	100.00%	100.00%
2.36	Electrical Conduit and Wiring	LS	1	\$35,682.00	\$35,682.00	77.00	27,475.14	23.00	8,206.86			35,682.00	100.00%	100.00%
2.37	Control Conduit/ Wiring	LS	1	\$11,339.00	\$11,339.00	100.00	11,339.00					11,339.00	100.00%	100.00%
2.38	Start up and Testing	LS	1	\$35,948.00	\$35,948.00									
2.39	ARC Flash Study Stickers	LS	1	\$20,019.00	\$20,019.00	76.00	15,214.44	24.00	4,804.56			20,019.00	100.00%	100.00%
Totals						\$1,557,419.00		219,810.05	\$1,294,583.95			\$1,514,394.00	97.24%	97.24%
Change Orders														
1	Replace all North Grating	LS	1	\$16,165.00	\$16,165.00			100.00	16,165.00			16,165.00	100.00%	100.00%
2	Additional Security	LS	1	\$5,119.00	\$5,119.00								#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
Totals						\$1,578,703.00		219,810.05	\$1,310,748.95			\$1,530,559.00	96.95%	96.95%
Allowances (Reflected in SOV Item #2.28)														
PCO - 001	Paint Pump Pads	LS	1	\$2,226.00	\$2,226.00			100.00	2,226.00			2,226.00	100.00%	100.00%
PCO - 002	NW Corner Restraints	LS	1	\$10,010.00	\$10,010.00			100.00	10,010.00			10,010.00	100.00%	100.00%
PCO - 004	Credit to Remove Gravel Resurfacing Material	LS	1	-\$2,500.00	-\$2,500.00			100.00	-2,500.00			-2,500.00	100.00%	100.00%
PCO - 005	Apply Coating to Pipe Pit Walls	ls	1	\$10,810.00	\$10,810.00			100.00	10,810.00			10,810.00	100.00%	100.00%

APPLICATION FOR PAYMENT

APPLICATION NO.:

5

PERIOD Tuesday, April 1, 2025
 FROM: Friday, May 1, 2026
 TO:

PROJECT: Pump Station #01 Repairs

APPLICATION DATE:

4/27/2026

ITEM NO.	SUMMARY OF WORK	UNIT	QNTY	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT PRICE ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
													#DIV/0!	#DIV/0!
	Totals				\$20,546.00		\$20,546.00		\$20,546.00			20,546.00	100.00%	100.00%

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **Moltz Construction**

PROJECT:
30642 — NWCWD Pump Station #1 Repair
4517 E Mulberry St
Ft. Collins, CO 80524

APPLICATION NO.: 30642-04
Date through: 4/17/2026

FROM CONTRACTOR:
Eckstine Electric Company
13739 WCR 25 1/2
Platteville, CO 80651
Phone No: 303-654-1576, Fax No: 970-785-2821

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment as shown below is in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$	<u>284,621.00</u>
2. Net change by Change Orders	\$	<u>4,875.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>289,496.00</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>264,156.00</u>
5. TOTAL RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	<u>13,207.80</u>

Total Retainage \$ 13,207.80

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	<u>250,948.20</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>91,379.55</u>
8. CURRENT PAYMENT DUE	\$	<u>159,568.65</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>38,547.80</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved previously by Owner	0.00	0.00
Total approved since last PA	4,875.00	0.00
TOTALS	4,875.00	0.00
NET CHANGES by Change Order		4,875.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. Contractor also certifies that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Jarney Giggy
State of: Colorado
County of: Weld
Subscribed and sworn to before: 4/17/26

JENNIFER LYNNE KENNERLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224044232
MY COMMISSION EXPIRES NOVEMBER 21, 2026

Notary Public: [Signature]
My Commission expires: November 21st, 2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on observations and data comprising the application, the Architect certifies that to the best of the Architect's knowledge and belief the work has progressed as indicated. Architect also certifies that the quality of work is in accordance with Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to comprise of the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any and all rights of the Owner or Contractor under this Contract.

****FOR EACH NEW PAGE****

NWCWD Pump Station No. 01 Repairs

April-26

*** THIS IS A DOLLAR (\$) BASED SCHEDULE OF VALUES - MAKE ENTRIES IN THIS COLUMN ***

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK (WORK COMPLETED OR MATERIALS STORED)	SCHEDULED VALUES	TOTAL COMPLETED TO DATE	WORK COMPLETED THIS PERIOD	% THIS PERIOD	BALANCE TO FINISH	RETENTION @	DUE THIS PERIOD	BILLED TO DATE
							5.00%		
	ORIGINAL CONTRACT								
1	1.01 MOBILIZATION	\$ 330.00	\$ 330.00	\$ -	100.00%	\$ -	\$ 16.50	\$ -	\$ 313.50
2	1.02 GENERAL CONDITIONS	\$ 4,967.00	\$ 4,967.00	\$ -	100.00%	\$ -	\$ 248.35	\$ -	\$ 4,718.65
3	1.14 TEMP ELEC RESTORATION	\$ 44,835.00	\$ 44,835.00	\$ -	100.00%	\$ -	\$ 2,241.75	\$ -	\$ 42,593.25
4	2.01 MOBILIZATION	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	100.00%	\$ -	\$ 66.00	\$ 1,254.00	\$ 1,254.00
5	2.02 GENERAL CONDITIONS	\$ 15,011.00	\$ 15,011.00	\$ 14,596.00	100.00%	\$ -	\$ 750.55	\$ 13,866.20	\$ 14,260.45
6	2.11 PROCURE/INSTALL PIT	\$ 7,453.00	\$ 7,453.00	\$ 863.00	100.00%	\$ -	\$ 372.65	\$ 819.85	\$ 7,080.35
7	2.29 DEMO	\$ 5,544.00	\$ 5,544.00	\$ 5,045.00	100.00%	\$ -	\$ 277.20	\$ 4,792.75	\$ 5,266.80
8	2.30 NEW POWER PANEL	\$ 24,762.00	\$ 24,762.00	\$ 2,788.00	100.00%	\$ -	\$ 1,238.10	\$ 2,648.60	\$ 23,523.90
9	2.31 TRANSFORMER	\$ 3,987.00	\$ 3,987.00	\$ 986.00	100.00%	\$ -	\$ 199.35	\$ 936.70	\$ 3,787.65
10	2.32 LP PANEL	\$ 3,668.00	\$ 3,668.00	\$ 1,653.00	100.00%	\$ -	\$ 183.40	\$ 1,570.35	\$ 3,484.60
11	2.33 125 HP VFD	\$ 56,135.00	\$ 56,135.00	\$ 56,135.00	100.00%	\$ -	\$ 2,806.75	\$ 53,328.25	\$ 53,328.25
12	2.34 250 HP VFD	\$ 48,164.00	\$ 48,164.00	\$ 48,164.00	100.00%	\$ -	\$ 2,408.20	\$ 45,755.80	\$ 45,755.80
13	2.35 INTERIOR LIGHTING	\$ 2,424.00	\$ 2,424.00	\$ -	100.00%	\$ -	\$ 121.20	\$ -	\$ 2,302.80
14	2.36 ELEC CONDUIT/WIRING	\$ 24,516.00	\$ 24,516.00	\$ 18,697.00	100.00%	\$ -	\$ 1,225.80	\$ 17,762.15	\$ 23,290.20
15	2.37 CONTROL CONDUIT/WIRING	\$ 7,301.00	\$ 7,301.00	\$ 7,301.00	100.00%	\$ -	\$ 365.05	\$ 6,935.95	\$ 6,935.95
16	2.38 STARTUP AND TESTING	\$ 20,465.00	\$ -	\$ -	0.00%	\$ 20,465.00	\$ -	\$ -	\$ -
17	2.39 ARC FLASH STUDY	\$ 13,739.00	\$ 13,739.00	\$ 10,419.00	100.00%	\$ -	\$ 686.95	\$ 9,898.05	\$ 13,052.05
	ORIGINAL CONTRACT TOTAL:	\$ 284,621.00	\$ 264,156.00	\$ 167,967.00	92.81%	\$ 20,465.00	\$ 13,207.80	\$ 159,568.65	\$ 250,948.20
	APPROVED CHANGE ORDERS								
1	CCN #1 - Security	\$ 4,875.00	\$ -	\$ -	0.00%	\$ 4,875.00	\$ -	\$ -	\$ -
	APPROVED CHANGE ORDER TOTAL:	\$ 4,875.00	\$ -	\$ -	0.00%	\$ 4,875.00	\$ -	\$ -	\$ -
	PROJECT TOTALS:	\$ 289,496.00	\$ 264,156.00	\$ 167,967.00	91.25%	\$ 25,340.00	\$ 13,207.80	\$ 159,568.65	\$ 250,948.20



April 30, 2026

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: North Weld County Water District – CR84 Small Diameter Water Line Boring – Global
Underground Corporation
Application for Payment No. 1

Dear Mr. Reckentine:

Enclosed for your review and processing is Application for Payment No. 1 for the subject project. Global Underground Corporation (Global Underground) submitted the payment application to Trihydro Corporation (Trihydro) on April 22, 2026. Trihydro has reviewed and agrees with the payment application and the amounts requested for the Mobilization, Bonds, and Insurance bid items. The Contractor is allowed by contract to submit a request for the amounts listed in the Schedule of Values prior to actual mobilization to the site. The requested payment covers the purchase of project bonds and insurance. There were no stored materials claimed for this payment application period. Trihydro recommends payment of \$15,398.90 minus the 5% retainage (\$769.95) totaling \$14,628.95 to Global Underground.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "Tyson Dutton", is written over a light blue horizontal line.

Tyson Dutton
Project Manager

0075Q-003-0010

Enclosure

pdfc: Mr. Rob Powilleit, Executive Vice President – Global Underground Corporation

AIA Type Document
Application and Certification for Payment

TO (OWNER): NORTH WELD COUNTY WATER DIST
PO BOX 56
32825 CR 39
LUCERNE, CO 80646

PROJECT: CR84 Small Diameter Water Line
Global Underground Job # 26012

APPLICATION NO: 1
PERIOD TO: 3/25/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Global Underground
641 Winters Drive
Colorado Springs, CO 80907

VIA (ARCHITECT): Tyson Dutton
tdutton@trihydro.com

ARCHITECT'S PROJECT NO: 0075Q-003-0010-0009

CONTRACT FOR: 0075Q-003-0010-0009

CONTRACT DATE: January 23, 2026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	1,044,675.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,044,675.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	15,398.90
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	769.95
b. <u>0.00</u> % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	769.95
6. TOTAL EARNED LESS RETAINAGE	\$	14,628.95
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	14,628.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	1,030,046.05

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Global Underground
641 Winters Drive Colorado Springs, CO 80907

By:  _____ Date: 3.25.26
Rob Powilleit / Project Manager

State of: CO

County of: El Paso

Subscribed and Sworn to before me this 25th Day of March, 2026

Notary Public: 

Notary Public
State of Colorado
Notary ID # 20234029854
My Commission Expires 08-07-2027

My Commission Expires : 08-07-2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 14,628.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By:  _____ Date: 4/30/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

AIA Type Document
Application and Certification for Payment

TO (OWNER): NORTH WELD COUNTY WATER DIST
 PO BOX 56
 32825 CR 39
 LUCERNE, CO 80646

PROJECT: CR84 Small Diameter Water Line
 Global Underground Job # 26012

APPLICATION NO: 1
PERIOD TO: 3/25/2026

DISTRIBUTION TO:
 - OWNER
 - ARCHITECT
 - CONTRACTOR

FROM (CONTRACTOR): Global Underground
 641 Winters Drive
 Colorado Springs, CO 80907

VIA (ARCHITECT): Tyson Dutton
 tdutton@trihydro.com

ARCHITECT'S PROJECT NO: 0075Q-003-0010-0009

CONTRACT FOR: 0075Q-003-0010-0009

CONTRACT DATE: January 23, 2026

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization, Bonds & Insurance	131,000.00	0.00	15,398.90	0.00	15,398.90	11.75	115,601.10	769.95
2	Site Drainage & Temporary Erosion Control	16,400.00	0.00	0.00	0.00	0.00	0.00	16,400.00	0.00
3	Temporary Traffic Control	23,500.00	0.00	0.00	0.00	0.00	0.00	23,500.00	0.00
4	Topsoil Stripping, Management & Placement - 1.4 AC @ \$2800	3,920.00	0.00	0.00	0.00	0.00	0.00	3,920.00	0.00
5	Install Manhole - 2 @ \$26,000	52,000.00	0.00	0.00	0.00	0.00	0.00	52,000.00	0.00
6	Casing Pipe - Steel - 310 LF @ \$1628	504,680.00	0.00	0.00	0.00	0.00	0.00	504,680.00	0.00
7	Water Line Fitting - 4 @ \$4800	19,200.00	0.00	0.00	0.00	0.00	0.00	19,200.00	0.00
8	PVC Water Line - C900 DR14 8" - 369 LF @ \$375	138,375.00	0.00	0.00	0.00	0.00	0.00	138,375.00	0.00
9	Gate Valve - 2 @ \$15,000	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00
10	Blowoff Assembly - 2 @ \$20,000	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00	0.00
11	Site Clean Up & Revegetation - 1.4 AC @ \$4000	5,600.00	0.00	0.00	0.00	0.00	0.00	5,600.00	0.00
12	Dewatering	80,000.00	0.00	0.00	0.00	0.00	0.00	80,000.00	0.00
REPORT TOTALS		\$1,044,675.00	\$0.00	\$15,398.90	\$0.00	\$15,398.90	1.47	\$1,029,276.10	\$769.95

Tad Stout, President

APPLICATION AND CERTIFICATION FOR PAYMENT

CC/CA/Accountant Initials
 Purchase Order Number
 DATE PAYMENT IS DUE
 DATE PAYMENT IS TO BE MAILED
 TIME REMAINING ON CONTRACT

29 May 26
 24 May 26
 503 DAYS

PROJECT NUMBER..... N/A
 NOTICE TO PROCEED..... 13-Apr-26
 INITIAL CONTRACT TIME PERIOD..... \$20
 TOTAL TIME EXTENSIONS.....
 CONTRACT COMPLETION DATE..... 15-Sep-27
 Today's DATE..... 30-Apr-26

CONTRACTOR..... Reynolds Construction LLC
 BONDING COMPANY NAME..... Travelers Casualty and Surety Company of America
 BONDING COMPANY ADDRESS..... One Tower Square
 Hartford, CT 06183
 BONDING COMPANY CONTACT NAME..... William Karlschauer, III
 INSURANCE EXPIRATION DATE..... 4/28/2027

CHANGE ORDER SUMMARY

NUMBER	DATE APPROVED	ADDITIONS	DEDUCTIONS	NET CHANGE	DAYS
1	4/13/2026	\$319,891.00	\$30,000.00	\$319,729.00	0
2				\$0.00	
3				\$0.00	
4				\$0.00	
5				\$0.00	
6				\$0.00	
7				\$0.00	
8				\$0.00	
9				\$0.00	
10				\$0.00	
11				\$0.00	
12				\$0.00	
TOTALS:		\$319,891.00	\$30,000.00	\$319,729.00	0

NET CHANGE BY CHANGE ORDERS

\$319,729.00

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTORS KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

JP
 I hereby agree to JP Connolly
 ON BEHALF OF:
 Reynolds Construction LLC
 2000 Main Street, Suite 100
 North Andover, MA 01845
 Tel: 978.686.1111
 Fax: 978.686.1112

DATE: 4/30/2026

PRINT NAME: JP Connolly

CONSTRUCTION MANAGER:

I hereby agree to Robert Barrozo
 ON BEHALF OF:
 Diteco, LLC
 1000 Main Street, Suite 100
 North Andover, MA 01845
 Tel: 978.686.1111
 Fax: 978.686.1112

Diteco, LLC

DATE: 4/30/2026

PRINT NAME: Robert Barrozo

ENGINEER

I hereby agree to Daniel Egger
 ON BEHALF OF:
 Diteco, LLC
 1000 Main Street, Suite 100
 North Andover, MA 01845
 Tel: 978.686.1111
 Fax: 978.686.1112

Diteco, LLC

DATE: 4/30/2026

PRINT NAME:

North Weld County Water District

Operations Manager: Garret Mick

North Weld County Water District

District Manager: Eric Rockenstine

North Weld County Water District

Board President: Tad Stout

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

NOTE: AN UPDATED PROGRESS SCHEDULE MUST ACCOMPANY PAY REQUEST.

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT CONTINUATION SHEET, ATTACHED

1. ORIGINAL CONTRACT SUM.....	\$21,895,090.00
2. NET CHANGE BY CHANGE ORDERS.....	\$319,729.00
3. CONTRACT SUM TO DATE (LINE 1 +/- 2).....	\$22,215,719.00
4. TOTAL COMPLETED AND STORED TO DATE.....	\$ 119,398.00
5. RETAINAGE:	5969.90
a. 5% OF COMPLETED & STORED WORK.....	\$5,969.90
b. ADD'L RETAINAGE FOR DEFECTS OR CLAIMS.....	\$0.00
TOTAL RETAINAGE.....	\$5,969.90
6. TOTAL EARNED LESS RETAINAGE.....	\$ 113,428.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
8. CURRENT PAYMENT DUE.....	\$ 113,428.10
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$22,102,290.90
10. PERCENT COMPLETED TO DATE.....	1%

To: Eric Reckentine, North Weld County Water District Manager
From: Tri-Districts Water Resources and Paul Weiss
Date: May 5, 2026

Re: **2026 Water Supply Projection and Operation Plan**

Background Reference Information

The projection for North Weld's 2026 water supply is based on the following known data and assumptions.

Drought

The State of Colorado has experienced exceptionally warm and dry climatological conditions since the start of the "water year" on October 1, 2025. Mountain snowpack is currently at historic lows, and runoff from mountain snows in 2026 is expected to be a fraction of normal.

The Poudre River is projected to be 43% of average as of 4/1. If the projection holds, then it will be the lowest single year during our drought study period from 1950 to 2025. For the 2026 projection, we are using single year lowest diversions since we do not know what will occur. WSSC is currently projecting only 5 days of water delivery based on an email from General Manager Eric Westlind sent to shareholders on 4/22. NPIC has increased its allocation of MU C-BT per share from 1.0 to 1.5, which is lower than the historic average. Additionally, long range forecasts by the National Weather Service and the National Oceanic and Atmospheric Administration indicate a persistence of drought conditions for the Colorado region.

Supply

- Northern Water allocated a 80% quota, which is above the long-term average.
- North Poudre allocated 1.5 acre-feet per share. NPIC has offered shareholders to rent back a proportion of the C-BT yield for \$15/af.
- North Weld started the 2026 Water Year on November 1st with 1,913 acre-feet in Carryover Storage.
- North Weld expects to receive 300 acre-feet of C-BT through its trade agreement with CSU due to the historic low allocation for NPIC AG water.
- The April 1st Northern Water streamflow forecast for the Poudre Basin is 43%.

Demand

- North Weld's total demand is shown for the last five water years in Table 1 below.
- For planning and forecasting purposes, demand is expected to increase by 10% year over year.

	Total North Weld Demand only (af)	Change from Previous Year
2021	7,290.8	3.4%
2022	7,223.9	-0.9%
2023	6,486.2	-10.2%
2024	6,745.5	4.0%
2025	6,327.5	-6.2%
2026 Projected	6,960.2	10%

Table 1: North Weld Demand from 2021 to 2025

Projection

- North Weld is estimated to have approximately 335 acre-feet of supplies remaining at the end of Water Year 2026.
- The table below shows the estimated water balance. The attached Appendix A provides the details for each of the categories of water supplies and the demands during 2026.

2026 North Weld Projection - 0.8 quota	
1 Carryover Storage	1,913
2 Single Use Supplies	6,888
3 CSU C-BT Trade	300
4 Reusable Supplies	752
5 Total Projected Supplies	9,552
6 Projected 2026 Demand at SCFP	-6,960
7 MU Holdback Agreements	-240
8 Projected Diversions to Carryover Storage	-2,017
9 Estimated Supplies Remaining	335

Table 2: North Weld Projected 2026 Water Supplies (values in acre-feet)

Water Acquisitions and Dedications

- North Weld has purchased or received through dedication approximately 1,700 acre-feet of new water supplies in the form of C-BT or WSSC since 2017 (See Figure 1 below).
- More supplies are needed to decrease North Weld’s risk during a multi-year drought.
- A long-term goal is to reduce North Weld’s dependence on the CSU trade each year.

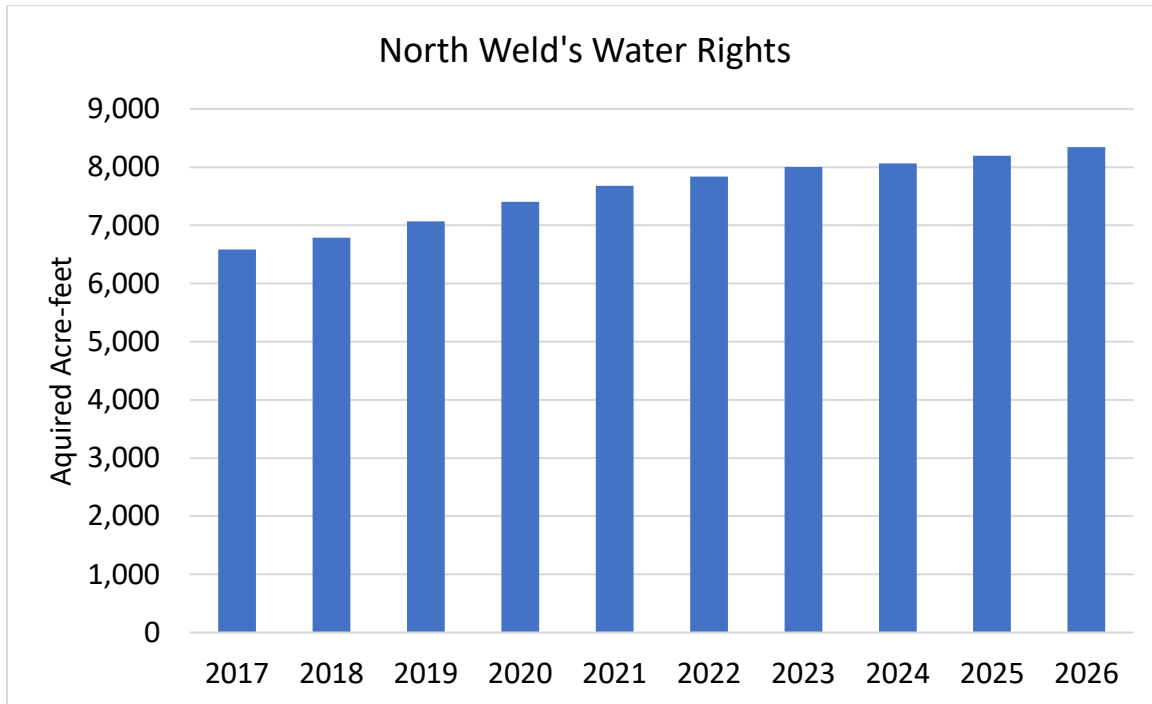


Figure 1: Change in North Weld’s water supply since 2017.

Summary

Drought conditions have impacted North Weld’s Poudre River supplies, however a higher than average C-BT quota and with the option to rent back NPIC water, North Weld has enough supplies to cover demands. North Weld will carefully manage its supplies in 2026 to reach the end of the water year and store a sufficient volume in Carryover Storage to prepare for 2027.

Water Supply-Drought Formula

$$\text{Ratio} = (\text{Carryover Supply} + \text{Projected WY Supply} * 0.95) / (\text{Normalized ATP Demand} * 1.10 + \text{RFO})$$

Where:

Carryover Supply = stored water from previous water year

Projected WY Supply = expected yield on CBT plus native rights for current water year
0.95 = safety factor on supply
Normalized ATP Demand = expected at-the-plant demand under normal conditions
1.10 = dry year demand multiplier
RFO = return flow obligations associated with converted native supplies
A ratio of 1.0 or greater shows adequate supplies to cover demands.

North Weld's Water Supply Ratio for 2026 is 1.08.

$$\text{Ratio} = (1913 + 9553 * 0.95) / (6960 * 1.1 + 693) = 1.08$$

Resolution No. 20220314-02: Residential Drought Policy

- North Weld approved a Residential Drought Policy which allows residential outdoor watering restrictions to be applied its customers depending on the stage of drought.
- Based on the Water Supply Formula value using NRCS April streamflow forecast for the Cache la Poudre River, North Weld's 2025 water supply is considered **Adequate** with a Ratio of 1.08.
- Staff are recommending voluntary residential outdoor watering restrictions for the 2026 water year to be consistent with other water suppliers in the area such as ELCO, FCLWD, and the City of Fort Collins.

Appendix A - 2026 North Weld Water Supply Projection

	<u>Beginning of Year Storage Accounts</u>	<u>Shares/Units</u>	<u>Allocation</u>	<u>AF</u>	<u>Comments</u>
1	Carryover CBT			1,380.6	
2	Gravel Pit Storage			276	
3	Horsetooth Account			255.9	
4	Chambers Lake Reservoir			0	
5	Subtotal			1,913	
	Single Use Supplies	180			
6	Quota CBT	5,383	80%	4,306	
7	NPIC MU	835.5	1.50	1,253	
8	NPIC Rental of Horsetooth Water	835.5	0.60	501	\$15/af
9	CSU Trade			300	Projected transfer of excess C-BT at end of water year
10	Divide A	47	0	0	
11	2013 Greeley Agreement			14	
12	Platte Valley Irrigation Company			60	
13	10% CBT Transfers from Towns			353	
14	NPIC SSD Water			100	Started Delivery on April 15
15	Subtotal			6,888	
	Reusable Supplies				
16	Arthur			130	
17	JR Brown			106	
18	Jackson			107	Minimum Values Recorded
19	Sand Creek			0	Poudre River Forcast is 43%
20	Tunnel			169	
21	WSSC			241	
22	PVP conditional			0	
23	Subtotal			752	
24	Total Projected Supplies			9,552	
	Demand at SCFP				
25	Actual 2026 Demand Nov to March			-2,264	Currently up 4.1% from 2025
26	Projected 2026 Demand April to Oct			-4,696	2025 Usage was 6,327
27	Projected total 2026 Demand at SCFP			-6,960	
28	MU for Wild Wing non-potable			-150	
29	MU holdback for Saddler non-potable			-90	
	Diversions to Storage				
30	C-BT Carryover for 2027			-1,501	NW and CSU Carryover
31	Gravel Pit Storage for RFs, Exchange, and Evap			-276	Likely not to fill due to low river supplies
32	Horsetooth Account			-240	Replace releases and evap
33	Chambers Lake Reservoir			0	
34	Projected Diversions to Storage			-2,017	
35	Estimated Supplies Remaining			335	