



General Manager  
334 Front Street  
Ketchikan, AK 99901

Phone (907) 228-5603  
Fax (907) 225-5075

TRANSMITTAL MEMORANDUM
------------------------

TO: The Honorable Mayor and City Council

FROM: Karl R. Amylon, General Manager

DATE: March 24, 2021

RE: **Exempting the Procurement of Advanced Metering Infrastructure (AMI) Equipment for the Electric Division from the Competitive Bidding/Written Quotation Requirements of the Ketchikan Municipal Code – Cannon Technologies, Inc.**

In adopting the 2021 Ketchikan Public Utilities Annual Budget, the City Council appropriated \$65,000 to the Electric Division for Advanced Metering Infrastructure (AMI) meters and meter parts. The motion detailed below was prepared at the request of Electric System Engineering Manager Jeremy Bynum, who asked that it be placed before the City Council for consideration at its meeting of April 1, 2021. If adopted, the motion provides for exempting the procurement of Advanced Metering Infrastructure (AMI) equipment for the Electric Division from the competitive bidding/written quotation requirements of the Ketchikan Municipal Code and authorizing the purchase of such hardware and software from Cannon Technologies, Inc. at a cost not to exceed \$61,298.46. AMI is comprised of hardware and software, which enables KPU staff to remotely read its AMR style electric meters.

Subparagraph 6 of Section 3.12.050(a) of the Ketchikan Municipal Code provides for exempting the purchase of such equipment from competitive bidding/quotations when:

“Supplies, materials, equipment or contractual services which should be purchased from a specific source in order to prevent incompatibility with previously purchased supplies, materials, equipment or contractual services. For the purpose of this paragraph, the term “incompatibility” is defined as:

(A) The inability to interconnect, combine, interchange, or join; or

(B) That which causes substantial duplication in maintenance, expertise or training or in the stocking of parts, materials, supplies or replacement. Any purchase which is to be excluded from competitive bidding by authority of this subparagraph which exceeds \$10,000, must first be approved by the council.”

The rationale for the exemption is detailed in Bynum’s transmittal memorandum and needs no elaboration on the part of my office. I concur with the Electric System Engineering Manager’s recommendation.

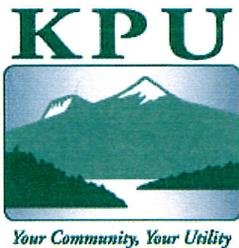
Mr. Bynum and the Electric Division Manager will be attending the City Council meeting of April 1, 2021 in order to address any questions and/or concerns that Councilmembers may have.

A motion has been prepared for City Council consideration.

### **RECOMMENDATION**

Pursuant to subparagraph 6 of Section 3.12.050(a) of the Ketchikan Municipal Code, it is recommended that the City Council adopt the motion exempting the procurement of Advanced Metering Infrastructure (AMI) equipment for the Electric Division from the competitive bidding/written quotation requirements of the Ketchikan Municipal Code; authorizing the General Manager to purchase such hardware and software from Cannon Technologies, Inc. at a cost not to exceed \$61,298.46; and approving funding from the Electric Division’s 2021 AMI Meters and Meter Replacement Parts capital account.

**Recommended Motion:** Pursuant to subparagraph 6 of Section 3.12.050(a) of the Ketchikan Municipal Code, I move the City Council exempt the procurement of Advanced Metering Infrastructure (AMI) equipment for the Electric Division from the competitive bidding/written quotation requirements of the Ketchikan Municipal Code; authorize the General Manager to purchase such hardware and software from Cannon Technologies, Inc. at a cost not to exceed \$61,298.46; and approve funding from the Electric Division’s 2021 AMI Meters and Meter Replacement Parts capital account.



Electric Division  
1065 Fair Street  
Ketchikan, AK 99901

Phone: (907) 225-5505  
Fax: (907) 247-0755

## TRANSMITTAL MEMORANDUM

**TO:** Karl Amylon, KPU General Manager  
Lacey Simpson, Assistant KPU General Manager

**FROM:** Jeremy T. Bynum PE, Electric System Engineering Manager

**DATE:** March 23, 2021

**SUBJECT: Exemption to Competitive Bidding of AMI Equipment Procurement**

This is a request for Council approval for exemption to competitive bidding of Advance Metering Infrastructure (AMI) equipment in the amount of \$58,715.00 with an estimated 4.4% shipping cost of \$2,583.46 for a total of \$61,298.46. The Electric Division is continuing to improve the AMI's capability to provide better coverage in the electric system and will need this approval to continue AMI improvements and meter conversions.

The exemption to competitive bidding in accordance with KMC 3.12.035(d)(1) and (4) is required because this improvement can only be provided by a single contractor and to prevent incompatibility with existing systems.

The AMI implementation began in 2006 and it is an ongoing part of Capital Improvement Program (CIP). For compatibility reasons, vendor choice is limited to the existing Eaton/Cooper Technologies, Inc. and more specifically, Radio Frequency Node (RFN) meters that are tagged with KPU information and sequence numbers. Funding for the expenditure comes from the 2021 CIP Electric Account "AMI, Meters and Meter Replacement Parts."

The AMI meters are electronic, solid-state devices that measure kilowatt-hour use and report customer consumption remotely via communication into the KPU billing system. The meters and equipment are required for compatibility with our existing AMI; the meters are specifically numbered for the City of Ketchikan and are configured with a unique ID.

**Recommendation:** It is recommended that the City Council authorize the exemption to competitive bidding of Advance Metering Infrastructure (AMI) equipment in the amount of \$58,715.00 with an estimated 4.4% shipping cost of \$2,583.46 for a total of \$61,298.46; approving funding from the Electric Division's 2021 AMI, Meters and Meter Replacement Parts capital improvement project.

Attachment: 20210323 Council - AMI Equipment.pdf  
20210323 Council - CIP14.pdf

Cc: Andy Donato, Electric Division Manager  
Mark Adams, Electric Division Operations Manager  
Diane Bixby, Administrative Assistant



Powering Business Worldwide

Cannon Technologies, Inc.  
3033 Campus Drive - Suite 350N  
Minneapolis, MN 55441  
Phone: (763)-595-7777  
Fax: (763)-543-7777

# Customer Quotation

Quotation Number	Date	
<b>22693419</b>	<b>03/02/2021</b>	
Cust. purchase order no.		Cust. no.
<b>03/02/2021 - JRS (1)</b>		<b>12587</b>
Prepared By		
<b>Jill Skarsten</b>		
Validity period		
<b>03/02/2021 to 03/31/2021</b>		
Sales Representative		
<b>900011408 / OPEN - SCOTT E BUSSING</b>		
Customer Service Contact		
<b>JILL SKARSTEN</b>	<b>Tele: 763-543-7685 Fax: 763-543-7777</b>	

**Sold-to address**  
CITY OF KETCHIKAN  
334 FRONT STREET  
KETCHIKAN AK 99901-6431  
US

**Ship-to address**  
KETCHIKAN PUBLIC UTILITIES  
ELECTRIC WAREHOUSE  
1065 FAIR STREET  
KETCHIKAN AK 99901-6660  
US

**Incoterms:** Ex Works Plant  
**Payment Terms:** Net 30 Days

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
<b>Cust.item Catalog Number</b>						
<b>Cust.Material Number</b>						
10	20	EA	RFN 430ELA3T 9S CL20 SN&L 430-ELA309SC351530 SN 60020 THROUGH 60039 Commodity code 9028300000 Lead time 24 weeks, ARO.	430-ELA309SC351530	409.00	8,180.00
			20.000 Country of origin MX Z913			
20	15	EA	RFN 430ELA3T F16S CL200 SN&L 430-ELA316SC981530 SN 60540 THROUGH 60554 Commodity code 9028300000 Lead time 24 weeks, ARO.	430-ELA316SC981530	409.00	6,135.00
			15.000 Country of origin			
30	150	EA	RFN IT C2SXD 12S CL200 120V SN&L 420-ITC212SC111903 SN 80650 THROUGH 80799 Commodity code 9028300000 Lead time 24 weeks, ARO.	420-ITC212SC111903	296.00	44,400.00
			150.000 Country of origin US Z913			
<b>Product Subtotal</b>						<b>58,715.00</b>
<b>Cannon Frt Chg</b>						<b>2,583.46</b>
<b>Final amount in USD</b>						<b>61,298.46</b>

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect. Orders are accepted subject to Cooper Power Systems terms and conditions of sale which are included or have been provided previously to buyer.



Powering Business Worldwide

Cannon Technologies, Inc.  
3033 Campus Drive - Suite 350N  
Minneapolis, MN 55441  
Phone: (763)-595-7777  
Fax: (763)-543-7777

## Customer Quotation

Page 2 of 4

**Quotation no./Date**

22693419 / 03/02/2021

**Sales Contact:** JEFF LINDGREN / 425-591-8022

## Terms and Conditions

### 1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

### 2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

### 3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related

payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

### 4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

### 5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

### 6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

### 7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

### 8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force

## Terms and Conditions

Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

### 9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

### 10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

### 11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

### 12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

### 13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

### 14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

### 15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

### 16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

### 17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

### 18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

### 19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 04092020

### 20. Epidemic

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

<b>Division:</b> Electric			<b>Project Priority:</b> 14			<b>Project Number:</b>				
<b>Project Title:</b> AMI, Meters and Meter Replacement Parts			<b>Start Date:</b> 01/21 <b>End Date:</b> 12/25			<b>Estimated Project Cost:</b>				
<b>Description:</b> The division continues phasing in the AMI meters to make available advanced metering functions, including automated billing. This project also funds replacement of the division's metering equipment and AMI software & hardware. This project also funds validating metering system accuracy and replacement of residential and commercial meters that are on a 20 year replacement schedule (or 5% per year).						Design Land/Right-of-Way Construction Management Construction Equipment 625,000 Other Project Total 625,000				
Source of Funds	Fund No.	Prior Years	Adopted 2021			Projected Requirements				Total Project
			Reappropriated	New Funding	Total	2022	2023	2024	2025	
Revenue Generating Fund				65,000	65,000	185,000	125,000	125,000	125,000	625,000
<b>Total</b>				65,000	65,000	185,000	125,000	125,000	125,000	625,000