
GRDA AMI Rider

AVAILABILITY:

This Rider is available to eligible Customers.

I. INTENT:

Advanced Metering Infrastructure (AMI) enables both GRDA and wholesale customers to maintain operational awareness of distribution systems in real-time. GRDA's AMI Rider allows Customers to seek GRDA's assistance in negotiating and procuring AMI equipment and services, thereby facilitating economies of scale. Furthermore, the AMI Rider could provide GRDA with the additional technical capability to receive high-resolution information about the Customer's distribution system, which would provide GRDA operational advantages. Lastly, access to AMI Equipment and AMI data allows GRDA to more reliably plan for events involving manual load separation. Each of these factors facilitate improved system reliability and efficiency, allow customers to better respond to market signals, and improve GRDA's delivery of wholesale power and energy to Customers.

II. DEFINITIONS:

1. "AMI" means advanced metering infrastructure, an integrated metering system in which utility equipment, information management systems, and communications systems may coordinate to increase the reliability and/or efficiency of a utility system.
2. "AMI Base Cost" means the total capital cost to GRDA of procuring, supplying, and installing AMI Equipment for an individual participating Customer.
3. "AMI Billing Date" means, for any Customer, the billing month following the date of commercial operation of the Customer's AMI system, as determined by GRDA.
4. "AMI Costs" means AMI Base Cost and AMI Ongoing Costs, collectively.
5. "AMI Data" means the electronic and digital information derived from the operation of a Customer's AMI Equipment that can reasonably be shown to grant GRDA efficiency or other operational advantages.
6. "AMI Equipment" means AMI metering and all related hardware and software (including computer systems necessary for implementation, outage-tracking software, mapping software, and related equipment) necessary for a fully operational municipal electrical AMI system. AMI Equipment includes the communication equipment (i.e. radios and repeaters) necessary to wirelessly transmit AMI data to a central source. AMI Equipment excludes: (i) AMI Water Modules; (ii) AMI Gas Modules; and (iii) monthly service and/or software fees.

7. “AMI Gas Module” means meters, nodes, endpoints, and infrastructure to interconnect AMI to a Customer’s municipal gas system(s).
8. “AMI Ongoing Costs” means any applicable ongoing monthly costs (i.e, subscription and meter support fees, supplemental services, applicable warranties, telecom fees, etc.) billed to GRDA by Vendor, for the benefit of an individual participating Customer for the operation and maintenance of AMI Equipment.
9. “AMI Water Module” means meters, nodes, endpoints, and infrastructure to interconnect AMI to a Customer’s municipal water system(s).
10. “Customer” means wholesale customers that are: (i) parties to a current Wholesale Power Purchase and Sale Agreement with GRDA; (ii) and purchasing Wholesale Full Requirements Service from GRDA pursuant to GRDA *Schedule WP*.
11. “GRDA AMI Study Window” means one or more periods of time, established by GRDA, in which GRDA aggregates AMI Rider interest and attempts to achieve economies of scale via this Rider.
12. “Service Agreement” the written agreement in which the Customer agrees to participate in and make payments to GRDA pursuant to this *Rider*, a form of which is attached as **Exhibit A**.
13. “Vendor” means a qualified AMI vendor that has: (i) been approved by GRDA; (ii) entered into a master agreement with GRDA, in a form approved by GRDA, to furnish AMI services pursuant to this Rider.

III. AMI PARTICIPATION PROCESS:

1. Request for Participation by Customer. A Customer that seeks to participate in this AMI Rider shall submit a written request to GRDA during a GRDA AMI Study Window, on such form as provided by GRDA. Provided, GRDA may, at GRDA’s discretion, extend AMI Study Window periods to address Customer requests that are presented out of time, if GRDA determines that the extension would not cause harm to other Customers.
2. AMI Evaluation. For each AMI Study Window, GRDA will:
 - a. negotiate and evaluate the costs and details associated with an AMI program with Vendor; and
 - b. review the study results with the requesting Customer(s). Upon GRDA’s request, Customers will execute a confidentiality agreement with GRDA to protect proprietary or confidential Vendor information.
3. Written Agreement to Participate. If a participating Customer agrees to proceed with the AMI program, the Customer must provide GRDA with an executed Service Agreement within ninety days from the close of the GRDA AMI Study Window, or within such other time as established by GRDA for good cause shown.

4. GRDA Board Approval. Participation Agreements under this Rider are subject to and conditioned upon approval of the GRDA Board of Directors.
5. Final Procurement. If approved by the Board of Directors, GRDA will negotiate final procurement of the AMI Equipment in an AMI Study Window from Vendor. GRDA will not be required to proceed with any purchase until and unless GRDA is able to negotiate acceptable terms and conditions with Vendor.
6. Guidelines and Flexibility. This process is designed to establish general guidelines with respect to the process that GRDA may use to negotiate, procure, and invoice for AMI Equipment. GRDA may modify or deviate from these guidelines if, in GRDA's discretion, the modification or deviation promotes enhanced efficiency, expediency, or value for itself or for the Customer.

IV. AMI EQUIPMENT

1. Installation of Equipment. Vendor will coordinate with Customer regarding the details of installing AMI Equipment on the Customer's distribution system, as more particularly described by the Service Agreement.
2. AMI Water and Gas Modules. Nothing in this Rider is intended to prevent Customer from: (i) installing AMI Water Modules or AMI Gas Modules; or (ii) using Customer's AMI Equipment to transmit data to and from AMI Water Modules or AMI Gas Modules. Provided any such interconnection of AMI Water Modules or AMI Gas Modules will be separately and directly contracted for and procured by Customer, at Customer's sole expense.
3. Ownership of AMI System. Title to and Ownership of AMI Equipment shall pass directly from Vendor or its vendor to Customer, and at no time will GRDA assume an ownership interest therein.

V. GRDA ACCESS TO AND CONTROL OF AMI DATA

Vendor and Customers shall provide GRDA with access to AMI Data as more particularly described in the Service Agreement.

VI. BILLING AND INVOICING

1. AMI Cost Recovery. Upon successful completion of the AMI Participation Process, as outlined in Section III, GRDA will incur AMI Costs for the installation of a commercially operational AMI system for an individual participating Customer and will recover those costs from the participating Customer.
2. Cost Recovery Methodology. Beginning on the AMI Billing Date and ending on the 60th billing month following the AMI Billing Date, GRDA will invoice participating Customer and the Customer will pay a monthly charge equal to 1/60th the AMI Costs.

Provided, GRDA will convert the AMI Costs (which are calculated in dollars per month) into a cost per AMI meter for each participating Customer; and (ii) reflect that cost on the Customers' invoices.

For example, during a particular month, if a Customer is responsible for \$45,000 of AMI Costs, and has 4,500 meters, GRDA will use reasonable efforts to convert the AMI Costs into a cost per AMI meter of \$10.00.*

**Please note that these amounts are for illustration purposes only. Furthermore, please note that a Customer's retail customer meter charge will likely differ from this amount, because the Customer will probably assume a longer useful life than five years per meter.*

If any AMI Costs remain unpaid by a Customer following the 60th month of the AMI Cost recovery period, the Customer will pay GRDA for the unpaid amounts within thirty days following the end of the 60th month.

3. Form of Invoice and Supporting Documentation. GRDA may, in GRDA's discretion, either: (i) include charges arising under this *Rider* as a separate line item on the Customer's PPSA wholesale power invoice; or (ii) invoice the Customer separately. Included with the first invoice, GRDA will provide sufficient information for Customer to reasonably verify the legitimacy of the AMI Costs invoiced under this *Rider*. If a Customer requires additional information other than the information initially supplied by GRDA, the Customer may request that additional information from GRDA, and GRDA will use commercially reasonable efforts to timely provide that additional information.
4. Customer Assumption of AMI Ongoing Costs. Customer will assume responsibility to directly pay Vendor for all of Customer's AMI Ongoing Costs at any time, but must assume such responsibility beginning no later than the 61st month following the AMI Billing Date, as more particularly described by the Service Agreement. Provided, if GRDA incurs any such costs, Customer will promptly reimburse GRDA for the same.
5. AMI Base Cost True-Up and Close-Out. GRDA will calculate the AMI Base Costs described in paragraph 2 for each Customer. However, GRDA may utilize estimates to calculate AMI Base Costs if actual figures are not available. As such actual figures become available, GRDA will recalculate AMI Costs and distribute such costs, in a fair and equitable manner.
6. Utility Cost Recovery. The AMI Equipment is investment in utility infrastructure, and therefore GRDA intends to recover its AMI Equipment costs over a sixty-month period beginning upon the AMI Billing Date.

VII. AVAILABILITY:

This Program will become available on the Effective Date and may be terminated or amended at any time by GRDA. Provided, Customers who execute a Participation Agreement will continue to be invoiced for, and must continue to pay, all charges arising from and related to this Rider.

Exhibit A
Pro Forma Service Agreement
AMI Rider

This *Service Agreement* (“**Service Agreement**”) is made and entered into between the Grand River Dam Authority, a governmental agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 861, *et seq.* (“**GRDA**”), and _____ (“**Customer**”) (collectively, the “**Parties**”) on _____, ____ (“**Effective Date**”).

Article 1. Background

- 1.1 GRDA and Customer are parties to that certain *Power Purchase and Sale Contract* dated _____, ____ (“**PPSA**”), the contents of which are hereby incorporated by reference;
- 1.2 Customer seeks to participate in the GRDA *AMI Rider* (“**Rider**”), the contents of which are hereby incorporated by reference;
- 1.3 Customer seeks to select _____ as Customer’s applicable Vendor under the *Rider*;
- 1.4 The terms of this Service Agreement define certain restrictions, parameters, and details regarding Customer’s participation in the *Rider*;

Therefore, the Parties agree as follows:

Article 2. Customer Payment under AMI Rider and Coordination with Vendor

- 2.1 Scope of AMI Rider Participation. Customer seeks for Vendor to implement an AMI system in Customer’s community as more particularly described by **Exhibit A.1 – AMI System Specifications**. Provided, and notwithstanding any provision to the contrary, in the event of a conflict between terms in **Exhibit A.1** and this *Service Agreement*, this *Service Agreement* will prevail and supersede the conflicting term.
- 2.2 Customer Representative and Personnel Duties. Customer will, at Customer’s cost:
 - 2.2.1 designate in writing an authorized representative to communicate with Vendor, and who is authorized to make decisions about the AMI Equipment on Customer’s behalf (“**Customer Representative**”). The Customer Representative will attend any pre-implementation, progress and other related meetings and inspections applicable to the AMI services;
 - 2.2.2 provide information, comments and approvals as required in a timely manner to Vendor when such input is necessary for Vendor to perform AMI services, including providing prompt written notice to Vendor whenever the Customer Representative observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the AMI services or any defect or nonconformance in the AMI services, or in the work of any vendor or other contractor related to the AMI services;
 - 2.2.3 reasonably cooperate with Vendor in such a manner as to facilitate Vendor’s performance of its obligations under any AMI services agreement(s);

- 2.2.4 provide all necessary personnel, access to facilities, and assistance to Vendor with respect to the configuration, installation, and operation of the AMI Equipment.
 - 2.2.5 arrange access to and make all provisions for Vendor, AMP, and/or related vendors to enter upon private property as required to perform AMI services; and
 - 2.2.6 comply with all applicable export laws and restrictions.
- 2.3 Customer Cooperation with GRDA. Customer recognizes that GRDA will enter into an AMI services agreement with Vendor for the benefit of Customer; Customer will therefore reasonably cooperate with GRDA in such a manner as to facilitate GRDA and Vendor's obligations under any such AMI services agreements.
- 2.4 Payment of All Amounts Due under Rider. Each month, Customer will pay all AMI Costs due from Customer, as calculated pursuant to the *Rider*, in the same manner that other PPSA charges are paid, and until all such AMI Costs are paid in full. Provided, if the Customer's PPSA is terminated prior to the payment in full of all AMI Costs, Customer will pay GRDA: (i) the remaining balance of Customer's AMI Costs upon termination of the PPSA; and (ii) all AMI Ongoing Costs incurred by GRDA. In such a case, Customer will contract with Vendor to assume responsibility for all AMI Ongoing Costs prior to termination of the PPSA.
- 2.5 Customer Assumption of AMI Ongoing Costs. Customer will assume responsibility for and pay all AMI Ongoing Costs. Customer will agree in writing with Vendor to assume the responsibility to pay all such AMI Ongoing Costs and will provide GRDA with a copy of any such agreement. Provided, if Customer fails to assume responsibility for such AMI Ongoing Costs, and/or if GRDA incurs any such AMI Ongoing Costs, Customer will reimburse GRDA for the same.
- 2.6 Payment for Non-Electric Equipment. Customer will directly contract for, procure, and pay for any applicable AMI Gas Modules and/or AMI Water Modules, and their related services.
- 2.7 Payment for Additional AMI Equipment. Customer will contact Vendor directly if Customer requires additional AMI Equipment not included in the GRDA AMI Base Costs.

Article 3. General Terms and Conditions

- 3.1 Software License. Pursuant to the terms of the AMI services agreement between GRDA and Vendor, Customer consents to the terms in Articles _____, which relate to software use and licensure.
- 3.2 No Warranties and Release of GRDA from Liability. Customer agrees to release and hold harmless GRDA from and against any liability whatsoever arising from or related to the *Rider* or this Service Agreement, or any products or services provided thereunder, including, but not limited to, liability arising from or related to the terms that GRDA negotiates (or does not negotiate, as the case may be) with Vendor. Customer acknowledges that any goods or services furnished by GRDA pursuant to the *Rider* are

provided WITH NO IMPLIED OR STATUTORY WARRANTIES BY OR FROM GRDA WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

- 3.3 Just and Reasonable Terms and Assistance of Counsel. Customer acknowledges that the terms and conditions of the Rider and this Agreement are just, reasonable, and not unduly discriminatory. Both parties have entered into this agreement after an opportunity for review by their respective legal counsel.
- 3.4 AMI Cost Recovery is Not Financing. Customer acknowledges that neither the *Rider* nor this Service Agreement is a financing or lending vehicle; instead, the *Rider* and Service Agreement create a mechanism to facilitate GRDA's investment in utility infrastructure, and thereby gain additional system visibility. Customer will not represent that the *Rider* or this Service Agreement is a financing or lending vehicle.
- 3.5 Choice of Law and Jurisdiction. This Service Agreement will be governed exclusively by Oklahoma Law, and the state district courts of Tulsa County, Oklahoma will have exclusive jurisdiction to adjudicate any disputes arising from or related to this Service Agreement. Customer irrevocably submits to the jurisdiction of the state district courts of Tulsa, Oklahoma with respect to any such dispute.
- 3.6 Notices. Each notice, request, demand, statement, or routine communication allowed or permitted by this Service Agreement, or any notice or communication which either Party may desire to give to the other, shall be performed in the manner described by the PPSA. Provided, the Parties agree that notice under this Service Agreement may be made via email, at the email addresses listed below:

Grand River Dam Authority
9933E. 16th Street
Tulsa, OK 74128
[GRDA Notice Email]

[Customer Contact Information]

- 3.7 Representation of Authority. The individual signing below represents that he/she: (i) is a duly authorized representative of Customer; (ii) has obtained all necessary approvals prior to executing this Service Agreement and executes this Service Agreement without condition precedent; and (iii) possesses adequate and sufficient authority to bind Customer to each of the terms and conditions listed herein.
- 3.8 GRDA Access to Data. At no additional cost to GRDA, and upon request from GRDA, Customer will authorize GRDA to electronically access AMI Equipment historical and real-time data. Provided, Customer will not be required to pay for any additional hardware or software necessary for GRDA to access such data other than the hardware and software provided with the AMI system. Customer may, at Customer's expense and at Customer's discretion, redact personally identifying information (including customer names) from the data supplied to GRDA.

3.9 Termination.

3.9.1 Automatic Termination. This Service Agreement will automatically terminate upon the earlier to occur of: (i) termination of the PPSA; or (ii) Customer's payment of all AMI Costs; or (iii) upon GRDA's exercise of a right to terminate based upon the occurrence of any of the Events of Automatic Termination listed in paragraph 3.9.2 below.

3.9.2 Termination for Cause. GRDA may terminate this Service Agreement for cause by providing written notice to Customer at least five days prior to the effective date of the termination. Any of the following events will be considered to give GRDA the right to terminate this Service Agreement for cause:

3.9.2.1 Failure by Customer to make, when due, any payment under this Service Agreement or the PPSA;

3.9.2.2 Breach or repudiation of this Service Agreement or the PPSA by Customer

3.9.2.3 Customer's failure to comply with or perform any material obligation under this Service Agreement or the PPSA;

3.9.2.4 Any misrepresentation made by on or behalf of Customer and involving any material aspect of this Service Agreement or the PPSA;

3.9.2.5 Default under or breach of the PPSA; or

3.9.2.6 Customer insolvency or assignment on behalf of creditors.

3.9.3 Effect of Termination for Cause. If GRDA terminates the Service Agreement for cause, the Customer will become ineligible to participate in the *Rider*, and Customer will pay GRDA for any damages incurred by GRDA, including any unpaid AMI Costs and any AMI Ongoing Costs incurred by GRDA.

3.9.4 No Termination of PPSA. Notwithstanding any other provision to the contrary, termination of this Service Agreement will not terminate the PPSA.

3.9.5 Survival Clause. Articles 2 and 3 will survive termination of this Service Agreement.

3.9.6 Termination not Exclusive Right. Termination of this Service Agreement is not intended to be a waiver of any rights or remedies available to GRDA under Oklahoma law, and GRDA specifically preserves all rights and remedies.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Service Agreement as of the Effective Date.

CUSTOMER

GRAND RIVER DAM AUTHORITY

By _____

By _____
Daniel S. Sullivan, CEO

ATTEST:
(Seal)

ATTEST:
(Seal)

[name, title]

Sheila Allen, Corporate Secretary

Exhibit A.1 – AMI System Specifications

[attach technical description and cost of AMI system, including any related Vendor proposals]