

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** 2020000220
Project Description: Material & Supply Contract with Neptune Technology Group for Water Meters and Appurtenances

Item Description:







- | | | | |
|--|--|---|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input checked="" type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input checked="" type="checkbox"/> Board Authorization to Award | <input type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Comptroller		Date: 01/13/2021
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 1/11/2021
<input checked="" type="checkbox"/> Executive Engineer		Date: 1/12/2021
<input checked="" type="checkbox"/> Director of Administration		Date: 1/13/2021
<input type="checkbox"/> Risk Manager	_____	Date: _____
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 01/11/2021
<input checked="" type="checkbox"/> Legal		Date: 01/11/2021

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 01/13/21
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Remarks: _____

Resolution Date: _____ **Item No:** _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

January 21, 2021

To: Jerome D. Schad, Chair
Mark S. Carney, Vice Chair
Peggy A. LaGree, Treasurer

From: Karen A. Prendergast, Chief Financial Officer *KAP*

Subject: Contract with Neptune Technology Group

Neptune Technology Group has been supplying meters to the Authority for at least 30 years. The current supply contract with Neptune expired on July 31, 2020.

A Request for Information (RFI) was sent to vendors on August 17, 2020, the results of which established that Neptune is the sole provider of meters compatible with our existing infrastructure and qualifies as a sole-source vendor under our current procurement guidelines.

After presenting our RFI findings to the Board as a staff item at the October 27, 2020 meeting, we negotiated the attached contract with Neptune Technology Group. The three-year contract is valued at \$6,274,105 – a 4% increase over the last contract effective August 15, 2015. Meters are budgeted in unit 4040, item number 101060.

A resolution awarding a meter supply contract to Neptune Technology Group is on the January 21, 2021 meeting for your consideration.

cc T. McCracken
M. Murphy
R. Stoll
J. Tomaka

Materials & Supplies Contract

**Furnishing and Delivering
Water Meters & Appurtenances
From January 1, 2021
To December 31, 2023**

Project No. 202000220

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York
14203



**MATERIALS AND SUPPLIES CONTRACT
FOR FURNISHING AND DELIVERING WATER METERS & APPURTENANCES**

This Agreement, effective January 21, 2021 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

NEPTUNE TECHNOLOGY GROUP, INC.

1600 Alabama Highway 229
Tallasse, Alabama 36078

hereinafter referred to as the “Manufacturer.”

The Authority seeks to enter into a contract with the Manufacturer to furnish and deliver water meters upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Manufacturer agree as follows:

ARTICLE 1 – THE PROCUREMENT

1.01 The Manufacturer shall furnish and deliver water meters and appurtenances (collectively, the “Water Meters”) at the pricing set forth in Article 4 of this Agreement. The Authority will notify the Manufacturer periodically throughout the duration of this Agreement when Water Meters are to be delivered and in what quantities.

1.02 The Manufacturer shall furnish and deliver the Water Meters upon the following terms and conditions:

- A. All Water Meters shall meet the specifications which are attached to, and incorporated in, this Agreement as Appendix A.
- B. All Water Meters must comply with the following latest applicable standards, requirements, provisions and recommendations of the American Water Works Association (“AWWA”):
 - 1. AWWA C700. Cold-Water Meters-Displacement Type;
 - 2. AWWA C701. Cold-Water Meters-Turbine Type;
 - 3. AWWA C702. Cold-Water Meters-Compound Type;
 - 4. AWWA C703. Cold-Water Meters-Fire Service Type;

5. AWWA C707. Encoder Type Remote Registration Systems for Cold Water Meters.
 6. AWWA C715. Cold Water Meters – Electromagnetic and Ultrasonic Type for Revenue Applications
 7. AWWA Manual M6. Water Meters-Selection, Installation, Testing and Maintenance.
- C. The Manufacturer agrees to provide a warranty on all Water Meters pursuant to the applicable warranty statement which is attached to, and incorporated in, this Agreement as Appendix B.
- D. The Authority will determine the quantity of Water Meters to be supplied by the Manufacturer during the initial three-year term of this Agreement. The Authority has estimated the quantity of Water Meters it expects to order from the Manufacturer during the initial three-year term of this Agreement in Article 4 of this Agreement. The Manufacturer is not entitled to any adjustment in the unit price as a result of changes in these items ranging from zero to any quantity. The Manufacturer shall not make any claim for anticipated profits, loss of profits, or for other damages as a result of changes in the quantities actually purchased.

1.03 The Manufacturer agrees to provide the Authority with a performance bond. The terms of the performance bond are attached to, and incorporated in this Agreement as Appendix D. The Manufacturer will provide a performance bond to ensure that it will provide the quantity of Water Meters that the Authority will order during the term of this Agreement no later than ninety (90) days of receipt of an Authority Purchase Order. Said bond will also ensure that the Manufacturer provides warranty coverage on the Water Meters as set forth in this Agreement. Said bond shall cover both the duration of this Agreement and the duration of the warranty period for the Water Meters procured under this Agreement.

1.04 This Agreement shall remain in effect from January 1, 2021 through December 31, 2023. The parties may agree in writing to extend this Agreement under the same terms and conditions or upon such terms and conditions acceptable to the Authority, for two additional one (1) year terms.

ARTICLE 2 – COMPLIANCE

2.01 The Authority and the Manufacturer shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.

2.02 The Manufacturer shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York.

2.03 Together with this Agreement, the Manufacturer signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix C.

2.04 The Authority determined that the Manufacturer is a sole source vendor of water meters compatible with the Authority's existing infrastructure following a Request for Information which demonstrated that a change in vendors would require all existing water meters and registers be replaced.

2.05 The Manufacturer shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. Together with this Agreement, the Manufacturer submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix C.

2.06 The Manufacturer shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

2.07 If the Manufacturer, its employees, agents and subcontractors wish to access any Authority property, they must notify the Authority and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Manufacturer's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.08 **Health Screening Questionnaire.** Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Manufacturer, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York or the Authority including, but not limited to, completing a health screening questionnaire before entering any Authority property.

ARTICLE 3 – PRICING & DELIVERY SCHEDULE

3.01 The Manufacturer shall deliver Water Meters within thirty (30) days of receipt of an Authority purchase order. No Water Meters are to be delivered unless ordered by the Authority.

- A. The Manufacturer must provide at least sixty (60) days' notice to the Authority of any limited period of time during which the Manufacturer's facilities will be shut down and the Manufacturer will be unable to fulfill an Authority purchase order.
- B. The Authority understands that the Manufacturer has an annual shut down period, however, the Manufacturer agrees that all Authority purchase orders will be fulfilled no later than ninety (90) days from receipt of an Authority purchase order as a result of any such shut down.
- C. The Manufacturer's failure to timely delivery an order within 90 days shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including reasonable attorney fees and other expenses.

3.02 The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery.

A. The Water Meters are to be delivered to the Authority's Service Center location at 3030 Union Road, Cheektowaga, New York 14227.

B. All deliveries will be made on weekdays between 9:00 a.m. and 3:00 p.m.

3.03 The Manufacturer agrees the unit price for materials and supplies under this Agreement shall remain firm until all materials and goods are delivered. The Manufacturer understands no cost increase shall be charged for any reason whatsoever during the term proscribed in 1.04.

3.04 The Authority is exempt from taxation. The Manufacturer shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES

4.01 The Manufacturer agrees to supply, furnish and deliver Water Meters at the unit prices set forth below:

Description	Unit Price	Estimated Quantities
Displacement type water meter, size 5/8 x 3/4-inch, ProCoder)R900i absolute encoder inside set register	\$155.00	27,000
Displacement type water meter, size 5/8 x 3/4-inch, ProCoder)R900i absolute encoder pit set register	\$165.00	4,000
Ultrasonic type water meter, size 5/8 x 3/4-inch, Mach10 integrated RF register	\$220.00	1
Displacement type water meter, size 3/4-inch, ProCoder)R900i absolute encoder inside set register	\$190.00	750
Displacement type water meter, size 3/4-inch, ProCoder)R900i absolute encoder pit set register	\$200.00	300
Ultrasonic type water meter, size 3/4-inch, Mach10 integrated RF register	\$230.00	1
Displacement type water meter, size 1-inch, ProCoder)R900i absolute encoder inside set register	\$230.00	1,200
Displacement type water meter, size 1-inch, ProCoder)R900i absolute encoder pit set register	\$240.00	750

Ultrasonic type water meter, size 1-inch, Mach10 integrated RF register	\$290.00	1
Displacement type water meter, size 1½-inch, ProCoder)R900i absolute encoder inside set register	\$370.00	150
Displacement type water meter, size 1½-inch, ProCoder)R900i absolute encoder pit set register	\$380.00	150
Ultrasonic type water meter, size 1½ - inch, Mach10 integrated RF register	\$530.00	1
Displacement type water meter, size 2-inch, ProCoder)R900i absolute encoder inside set register	\$465.00	150
Displacement type water meter, size 2-inch, ProCoder)R900i absolute encoder pit set register	\$475.00	150
Ultrasonic type water meter, size 2- inch, Mach10 integrated RF register	\$630.00	1
Turbine type water meter, size 2-inch, ProCoder)R900i absolute encoder pit set register	\$530.00	15
Turbine type water meter, size 3-inch, ProCoder)R900i absolute encoder pit set register	\$895.00	1
Turbine type water meter, size 4-inch, ProCoder)R900i absolute encoder pit set register	\$1,100.00	1
Turbine type water meter, size 6-inch, ProCoder)R900i absolute encoder pit set register	\$2,030.00	1
Turbine type water meter, size 8-inch, ProCoder)R900i absolute encoder pit set register	\$2,910.00	1
Turbine type water meter, size 10-inch, ProCoder)R900i absolute encoder pit set register	\$4,615.00	1
Compound type water meter, size 3-inch, ProCoder)R900i absolute encoder pit set register	\$1,800.00	4
Compound type water meter, size 4-inch, ProCoder)R900i absolute encoder pit set register	\$2,350.00	4
Compound type water meter, size 6-inch, ProCoder)R900i absolute encoder pit set register	\$3,810.00	4

Compound type water meter, size 6-inch X 8-inch, ProCoder)R900i absolute encoder pit set register	\$6,800.00	1
Fire service turbine type water meter, size 3-inch ProCoder)R900i absolute encoder pit set register	\$3,340.00	1
Fire service turbine type water meter, size 4-inch ProCoder)R900i absolute encoder pit set register	\$3,520.00	1
Fire service turbine type water meter, size 6-inch ProCoder)R900i absolute encoder pit set register	\$5,400.00	1
Fire service turbine type water meter, size 8-inch ProCoder)R900i absolute encoder pit set register	\$8,120.00	1
Fire service turbine type water meter, size 10-inch ProCoder)R900i absolute encoder pit set register	\$10,850.00	1
Fire service compound type water meter, size 4-inch stainless steel ProCoder)R900i absolute encoder pit set register	\$5,850.00	1
Fire service compound type water meter, size 6-inch stainless steel ProCoder)R900i absolute encoder pit set register	\$9,300.00	1
Fire service compound type water meter, size 8-inch stainless steel ProCoder)R900i absolute encoder pit set register	\$11,990.00	1
Fire service compound type water meter, size 10-inch stainless steel ProCoder)R900i absolute encoder pit set register	\$13,950.00	1
Fire service ultrasonic type water meter, size 3-inch, Mach 10 integrated RF register	\$1,780.00	1
Fire service ultrasonic type water meter, size 4-inch, Mach 10 integrated RF register	\$2,340.00	1
Fire service ultrasonic type water meter, size 6-inch, Mach 10 integrated RF register	\$3,800.00	1
Fire service ultrasonic type water meter, size 8-inch, Mach 10 integrated RF register	\$5,190.00	1

Fire service ultrasonic type water meter, size 10-inch, Mach 10 integrated RF register	\$6,465.00	1
Fire service ultrasonic type water meter, size 12-inch, Mach 10 integrated RF register	\$7,780.00	1
Strainers, size 2-inch	\$375.00	15
Strainers, size 3-inch	\$625.00	15
Strainers, size 4-inch	\$940.00	35
Strainers, size 6-inch	\$1,490.00	25
Strainers, size 8-inch	\$2,450.00	2
Strainers, size 10-inch	\$4,060.00	1
Size 5/8-inch absolute encoder integrated RF inside register	\$130.00	500
Size 5/8-inch absolute encoder integrated RF pit register	\$140.00	350
Size 3/4-inch absolute encoder integrated RF inside register	\$130.00	50
Size 3/4-inch absolute encoder integrated RF pit register	\$140.00	100
Size 1-inch absolute encoder integrated RF inside register	\$130.00	50
Size 1-inch absolute encoder integrated RF pit register	\$140.00	100
Size 1.5-inch absolute encoder integrated RF inside register	\$130.00	50
Size 1.5-inch absolute encoder integrated RF pit register	\$140.00	150
Size 2-inch absolute encoder integrated RF inside register	\$130.00	50
Size 2-inch absolute encoder integrated RF pit register	\$140.00	150
Size 3-inch absolute encoder integrated RF pit register	\$140.00	1
Size 4-inch absolute encoder integrated RF pit register	\$140.00	1
Size 6-inch absolute encoder integrated RF pit register	\$140.00	1
Size 8-inch absolute encoder integrated RF pit register	\$140.00	1
Size 10-inch absolute encoder integrated RF pit register	\$140.00	1

Waterproof radio frequency meter interface unit for pit or vault type meter applications	\$95.00	225
Water resistant radio frequency meter interface unit for wall or basement type applications on a residential dwelling	\$75.00	225
Pit antenna with 6-foot cable	\$15.00	250
Pit antenna with 20-foot cable	\$20.00	100
Belt clip transceiver	\$1,990.00	1
Belt clip transceiver batteries	\$90.00	1
MRX Mobile Data Collector	\$6,500.00	1

4.02 The Manufacturer agrees and understands the Authority will not pay interest or late charges or refund discount amounts taken after the discount period. All materials and supplies shall be priced as of the date of invoice or delivery, whichever is lower.

ARTICLE 5 – GENERAL PROVISIONS

5.01 Subcontract and Assignments: The Manufacturer may not subcontract or delegate any of the obligations of the Manufacturer without the express written consent of the Authority's Comptroller. The Authority and the Manufacturer bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Manufacturer shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

5.02 Amendments: No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

5.03 Right to Terminate: The Authority reserves the right to terminate the Manufacturer's procurement at any time, without cause, based on thirty (30) days' written notice. The Manufacturer shall not be entitled to lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

5.04 Indemnification:

- A. To the fullest extent permitted by law, the Manufacturer agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Manufacturer's performance under this Agreement and those of its subcontractors or anyone for whom the Manufacturer is legally liable.

- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Manufacturer harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

5.05 Warranty: Unless otherwise stated in this Agreement, the Manufacturer agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Manufacturer's obligation under this section is independent of any other obligations stated in this Agreement.

5.06 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Manufacturer and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

5.07 Conflicts of Interest: The Manufacturer represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Manufacturer from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Manufacturer will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Manufacturer. So long as the Manufacturer reports such a conflict as required by this section, the Manufacturer will have no further obligations under the terms of this Agreement.

5.08 Additional Conditions: The Manufacturer and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of materials and supplies to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

5.09 Entire Agreement:

- A. Unless otherwise provided in this provision, this Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.
- B. Unless otherwise provided in this provision, this Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed.

- C. This Agreement incorporates the Agreement between the Erie County Water Authority and Neptune Technology Group, Inc., dated June 27, 2019, a copy of which is attached and made part of this Agreement in Appendix E.
- D. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

5.10 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or the Manufacturer, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Manufacturer shall remain an independent contractor responsible for its own actions. The Manufacturer is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

5.11 Doing Business Status: The Manufacturer represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

5.12 Force Majeure: The Manufacturer shall not be liable to the Authority for any failure to perform under the terms of this Agreement if such failure is caused by forces beyond Manufacturer's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include, without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions and other restrictions resulting from public guidance and emergency orders.

5.13 Gratuities, Illegal or Improper Schemes:

- A. The Manufacturer shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Manufacturer or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Manufacturer, the Manufacturer's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that the Manufacturer engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the

performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

5.14 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

5.15 Limitation of Liability: In no event will Manufacturer be liable for any special, incidental, consequential, punitive, exemplary, or other indirect damages or losses, including without limitation loss of data, however caused, whether or not foreseeable, and even if advised of the possibility thereof. Except for (I) Manufacturer's duty to indemnify in accordance with section 5.04, (II) Manufacturer's violation of law, or (III) Manufacturer's gross negligence or wilful misconduct, Manufacturer's aggregate liability in damages or otherwise for any and all causes shall be limited to the purchase price paid or payable for the applicable purchase order. These limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

ARTICLE 6 – SEVERABILITY

6.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 7 – EXECUTORY CLAUSE

7.01 The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority's Comptroller rejects or holds an invoice submitted by the Manufacturer due to a lack of funds in the appropriate budget line, the Manufacturer's only remedy would be (1) to await for a budget transfer to be approved, or (2) to accept a return of the materials and supplies F.O.B. to the point of delivery to the Manufacturer. The Authority shall not be subject to any further liability.

ARTICLE 8 – TERMINATION

8.01 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Manufacturer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may

exercise its termination right by providing written notification to the Manufacturer in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

NEPTUNE TECHNOLOGY GROUP, INC.

By _____
Lawrence M. Russo, Vice-President of Finance

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF ALABAMA)
COUNTY OF ELMORE) ss:

On the _____ day of _____, in the year 2020, before me personally came LAWRENCE M. RUSSO, to me known, who, being by me duly sworn, did depose and say that he resides in Tallassee, Alabama, that he is the Vice-President of Finance of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

SPECIFICATIONS

WATER METERS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. **Scope:**
The Manufacturer shall furnish all labor, materials, equipment and incidentals required to furnish and deliver all water meters ordered by the Erie County Water Authority.

1.02 QUALITY ASSURANCE

- A. **Reference Standards:**
Water meters shall comply with the applicable requirements, provisions and recommendations of the following standards, latest revision, except as modified herein.
1. AWWA C700, Cold-Water Meters-Displacement Type.
 2. AWWA C701, Cold-Water Meters-Turbine Type.
 3. AWWA C702, Cold-Water Meters-Compound Type.
 4. AWWA C703, Cold-Water Meters-Fire Service Type.
 5. AWWA C707, Encoder Type Remote Registration Systems for Cold Water Meters.
 6. AWWA C715 Cold Water Meters – Electromagnetic and Ultrasonic Type
 7. AWWA Manual M6, Water Meters-Selection, Installation, Testing and Maintenance.
- B. **Warranty:**
Water meters shall be guaranteed against manufacturing defects in workmanship and materials. The Manufacturer agrees to provide a warranty on all Water Meters pursuant to the applicable warranty statement which is attached as Appendix B to the Materials and Supplies Contract.
- C. **Manufacturer's Qualifications:**
The Manufacturer shall have a minimum of five years production and field experience with all sizes, makes and types of all meters and registers bid. The Manufacturer shall be able to provide a full product line of all meter styles bid.
- D. **Made in America:**
All meters and meter parts shall be manufactured and assembled in the United States of America.

1.03 METER CERTIFICATIONS

- A. All meters shall be furnished with individual accuracy test certificates summarizing meter accuracy at all test flow rates in conformance with the appropriate AWWA standard. Manufacturer shall provide a copy of the National Type Evaluation Program (NTEP) Certificate of Conformance (COC) certifying approval in New York State.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All meters shall be tested by the manufacturer for compliance with the accuracy of registration requirements of the appropriate AWWA standard in accordance with AWWA Manual M6, Water Meters – Selection, Installation, Testing, and Maintenance.
- B. The name of the manufacturer, size, and model of the meter and arrows indicating the direction of flow shall be cast in raised letters or stamped on each meter.
- C. All meter maincases shall be made of lead-free alloy as defined by NSF/ANSI 61, Annex G and F. All lead-free maincases shall be guaranteed free from manufacturing defects in workmanship and materials for the life of the meter.
- D. Meters shall have a minimum rated working pressure of 150 psi.
- E. All fasteners shall be stainless steel or bronze.
- F. All meter components and assemblies shall be interchangeable with meters of the same size and model.
- G. All meters, encoder registers, and radio transmitters shall be compatible with the existing Neptune handheld system and mobile data collector currently installed at ECWA.
- H. The Manufacturer shall provide only one model of meter which complies with these specifications and/or as specified by ECWA requirements

2.02- REGISTERS

A. GENERAL

- 1. These specifications cover a self-contained encoder register metering system designed to obtain remote simultaneous water meter registration directly from the register odometer.
- 2. The metering information shall be obtained through a remotely located receptacle using a compatible data capture system.

3. The above system shall be configured as follows:
 - Encoder meter register — Direct mounting, encoded odometer wheels, digital data stream. Batteries or pulses are not allowed.
 - Remotely mounted receptacle providing a communication link for the transmission of information from the register.
 - Data acquisition equipment with which the above components can be interrogated. Such equipment shall be configured in two types:
 - A device that captures information and displays it visually to confirm correct system installation and wiring.
 - A device that is pre-programmed with route information and is capable of storing collected data in solid-state memory.

This device shall also electronically transfer the data for use by the utility billing computer.

2.03 ENCODER REGISTER UNIT

A. Registration

1. The register shall provide at least an eight-digit visual registration at the meter.
2. The unit shall provide an eight-digit meter reading for transmission through the radio MIU.
3. The dial shall have a red sweep test hand and shall contain 100 equally divided graduations at its periphery.
4. The register shall provide remote leak detection through an ASCII format to the RF AMR/AMI MIU.
5. The register shall provide reverse flow detection, communicated as ASCII format data to the RF AMR/AMI MIU.
6. Reverse flow detection shall be calculated based on 15-minute interval consumption.
7. The register shall provide an indication of days of zero consumption, communicated as ASCII format data to the RF AMR/AMI MIU.
8. Registers using pulse generation or conversion of pulses to digital output are not permitted. Batteries shall not be allowed.
9. The manufacturer will guarantee that the reading obtained electronically matches the mechanical odometer reading on the register.

B. Mechanical Construction

1. The registers should be manufactured in two different versions; one for inside set application and one for pit set.

C. Inside Set Version

1. The unit must be constructed of high strength polycarbonate and possess a hermetic sonic weld seal. Registers for inside set applications should be oil-free designs.
2. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof seal pin shall be used to secure the register to the maincase.
3. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service.

D. Pit Set Version

1. The unit must be constructed in a roll-sealed copper shell and glass lens assembly to provide a hermetic seal.
2. The register shall be attached to the meter case by a bayonet attachment. Fastening screws or nuts shall not be required. A tamperproof seal pin shall be used to secure the register to the maincase.
3. The register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service.

E. Electrical Construction

1. The number wheels used in the register assembly shall be provided with light emitting diode (LED) technology to ensure data transmission.
2. Connection shall be made to the register by three screw-type terminals sonically inserted into the register top. Access to the terminals shall be available to all models of register, with the exception of a permanently potted version. A port cover shall be provided to cover the terminals after they have been wired.
3. The absolute encoder register shall automatically detect between 2-wire and 3-wire register protocol.

F. Meter Reading Information

1. The absolute encoder register shall provide to the reading equipment an eight-digit meter reading. An identification number of up to 10 digits shall be provided with each reading when read using a probed reading device.
2. The absolute encoder register shall provide additional value-added information remotely when connected to a radio MIU (i.e. detailed leak detection data, days of leak state, days of no consumption, and back flow indication). This information shall be communicated through the encoder protocol and RF MIU to the route management software to allow the seamless integration of data into a CIS package.

2.04 INTEGRATED UNIT

A. Integrated Unit – Inside Set.

1. The integrated MIU housing shall be constructed of a polycarbonate plastic compound and be capable of mounting indoors.
2. The MIU shall be designed with an internal antenna.
3. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
4. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) with a humidity factor of 0 to 95%.
5. The encoder circuit board will be coated for moisture protection.
6. The radio circuit board and battery will be protected by encapsulation in a hard potting.
7. The unit must retrofit to existing installations.
8. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

B. Integrated Unit – Pit Set.

1. The MIU shall be sealed in a roll-sealed copper can and glass lens to allow for submersion in a flooded pit environment.
2. For pit or vault applications, the MIU shall be designed with an internal antenna.
3. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
4. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity factor of 0 to 100% condensing.
5. The radio circuit board and battery will be protected by a hard potting material.
6. The device shall be designed for an optional remote antenna capable of being installed through the industry standard 1¾-inch hole in the pit lid for maximum transmission range.
7. The optional through-the-lid antenna will be capable of mounting to various thicknesses of pit lids from ½-inch to 2½-inch and various distances from meters.
8. The optional through-the-pit-lid antenna shall be rigid in design to withstand traffic and shall have a dual-seal connection to the MIU housing.
9. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

C. Operation Specifications.

1. The MIU shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.
2. To minimize the potential for RF interference from other devices, the MIU shall transmit using the frequency hopping, spread spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed band.
3. For ease of implementation, the system shall not require any special licensing, including licenses from the FCC. The system must, therefore, operate in the 902 MHz to 928 MHz unlicensed band.
4. The system must be expandable at any time without getting authorization from FCC.
5. No wake-up tone shall be necessary.
6. No MIU programming shall be necessary for installation.
7. The MIU shall provide 8-digit reading resolution from Neptune E-Coder as well as other absolute encoders using Sensus UI-1203 protocol in mobile as well as fixed network data collection applications, simultaneously, without need for programming.
8. The MIU shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.
9. The MIU shall transmit readings from the encoder that are not older than 15 minutes.

10. The MIU shall transmit the meter reading continuously at a predetermined transmission interval.
11. The MIU shall transmit fixed network messages every 7½ minutes – standard. No programming shall be necessary to activate transmission of fixed network messages.
12. The fixed network message shall include multiple meter readings for redundancy to improve read success rates.
13. The MIU shall transmit mobile messages every 14 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.
14. Power shall be supplied to the MIU by a lithium battery with capacitor. The Manufacturer shall warrant that the MIUs shall be free of manufacture and design defects for a period of twenty (20) years – the first ten (10) years from the date of shipment from factory without prorating and the second ten (10) years with prorating, as long as the MIU is working under the environmental and meter reading conditions specified.
15. The number of radio-based meter reads performed must not affect the battery life.
16. The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
17. The battery shall be a fully potted component of the MIU with no external wires.
18. For reliability and meter reading integrity, the Manufacturer shall be the sole manufacturer of the different components of the system (water meters, RF MIUs, meter reading equipment, and meter reading software) and provide a turnkey system offering to the utility.
19. In the event of a cut wire, the MIU shall not send the last good read as this can lead to mis-billing. The MIU shall transmit a trouble code in lieu of the meter reading.
20. Tamper – if wiring has been disconnected, a “non-reading” shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
21. Each device shall have unique preprogrammed identification numbers of ten (10) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer’s designation, and date of manufacture.
22. The MIU shall transmit the encoder meter reading and a unique MIU ID number.
23. The MIU shall interface to Neptune ARB V®, ProRead™ E-Coder, ProCoder or Sensus UI-1203 communication protocol absolute encoder registers via a 3-conductor wire without need for special configuration to the MIU.
24. The MIU shall be mounted per the manufacturer’s installation instructions.

25. The handheld reading equipment shall provide a test mode to verify proper operation of the MIU by displaying the MIU ID number and meter reading.
26. The MIU shall be capable of being received by either a handheld receiver, mobile receiver, or fixed network receiver without special configuration, programming of operation modes, or remanufacture.

2.05 DISPLACEMENT TYPE METERS

A. General.

1. All cold water meters (displacement type - magnetic drive 5/8" - 2") furnished shall be produced from an ISO 9001 manufacturing facility and conform to the "Standard Specifications for Cold Water Meters" C700, latest revision issued by AWWA or as otherwise stated.

B. Type.

1. Only magnetic-driven, positive displacement meters of the flat nutating disc type will be accepted because of enhanced low flow accuracy performance.

C. Size, Capacity, Length.

1. The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 (latest revision). The maximum number of disc nutations is not to exceed those specified in AWWA C700 latest revision.
2. All meter maincases shall be made of a no-lead high copper alloy containing a minimum of 85% copper that meets the ANSI/NSF 61 standard. The serial number should be stamped between the outlet port of the maincase and the register. Maincase markings shall be cast raised and shall indicate size, model, direction of flow, and NSF 61 certification. Plastic maincases are not acceptable.
3. Maincases for 5/8-inch, 3/4-inch and 1-inch meters shall be of the removable bottom cap type with the bottom cap secured by four (4) bolts on 5/8-inch and 3/4-inch sizes and six (6) bolts on the 1-inch size. Intermediate meter maincases shall also be made of the same lead-free brass material in sizes 1 1/2-inch and 2-inch with a cover secured to the maincase with eight (8) bolts. Meters with a frost plug, a screw-on design or no bottom cap shall not be accepted in 5/8-inch – 1-inch sizes. The 5/8-inch meters shall have a cast iron bottom cap.
4. All no-lead maincases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.
5. All meters must be adaptable to a field programmable absolute encoder register without interruption of the customer's service.

D. Bolts.

1. All maincase bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.

E. Measuring chamber.

1. The measuring chamber shall be of a 2-piece snap-joint type with no fasteners allowed. The chamber shall be made of a non-hydrolyzing synthetic polymer.
2. The control block shall be the same material as the measuring chamber and be located on the top of the chamber. The control block shall be located after the strainer.
3. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an "O" ring gasket.
4. The flat nutating disc shall be a single piece made from non-hydrolyzing synthetic polymer and shall contain a type 316 stainless steel spindle. The nutating disc shall be equipped with a synthetic polymer thrust roller located within the disc slot. The thrust roller head shall roll on the buttressed track provided by the diaphragm.
5. The chamber shall be warranted for 10 years against freeze damage if the meter has been equipped with a frost proof cast iron bottom cap.

F. Strainers.

1. All meters shall contain a removable polypropylene plastic strainer screen. The strainer shall be located near the maincase inlet port, before the measuring chamber. The strainer shall also function as the device that holds the measuring chamber in place within the maincase. Straps or other types of fasteners shall not be accepted

G. Performance.

1. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700.
2. All meters shall be warranted as follows.

Size	Low Flow	Low Flow New Meter Accuracy	Low Flow Repaired Meter Accuracy
5/8"	1/8 gpm @ 95%	5 Years or 500 KGal	15 Years or 1.5 MGal
3/4"	1/4 gpm @ 95%	5 Years or 750 KGal	15 Years or 2.3 MGal
1"	3/8 gpm @ 95%	5 Years or 1 MGal	15 Years or 3 MGal
1 1/2"	3/4 gpm @ 95%	2 Years or 1.6 MGal	12 Years or 5 MGal
2"	1 gpm @ 95%	2 Years or 2.7 MGal	12 Years or 8 Mgal

3. Normal meter operating range shall be as follows.

Size	Accuracy Range $\pm 1.5\%$
5/8"	1/2 - 20 gpm
3/4"	3/4 - 30 gpm
1"	1 - 50 gpm
1 1/2"	2 - 100 gpm
2"	2-1/2 - 160 gpm

H. Manufacturer.

1. Meters and meter parts shall be manufactured, assembled, and tested within the United States. Manufacturers may be required to provide proof of where and of what percentage of the meter register, chamber, and maincase is manufactured in the United States.

2.06 TURBINE TYPE METERS

A. General.

1. Meters shall comply with AWWA C701, Cold-Water Meters-Turbine Type for Customer Service, except as modified herein.
2. Meters shall be HP Turbine water meters as manufactured by Neptune Technologies Group, Inc., or equal.

B. Construction.

1. Meters shall consist of a register, a maincase and a measuring mechanism.
2. Maincases shall be made of lead-free alloy as defined by NSF/ANSI 61, Annex G and F.
3. Meters shall be of the inline horizontal axis type per AWWA Class II turbines.
4. 2-inch meters shall have oval flanged connections and meters 3-inch and larger shall have round flanged connections.
5. The meter shall meet the following requirements.

Meter Size

Maximum Length Meter Flow @ Normal Operating Range

2-inch	10 inches	4 - 200 gpm
3-inch	12 inches	5 - 450 gpm
4-inch	14 inches	10 - 1200 gpm
6-inch	18 inches	20 - 2500 gpm
8-inch	20 inches	35 - 4000 gpm
10-inch	26 inches	50 - 6500 gpm

6. Registers shall comply with Subsection 2.02.

C. Measuring Mechanism.

1. The measuring mechanism shall be an in-line, horizontal axis turbine.
2. The turbine shall have a UME design to allow the maincase cover, register, and measuring element to be easily field-removable without unbolting flanges.
3. The measuring mechanism shall be readily removable from the maincase as a separate unit(s).
4. The intermediate gear train shall be directly coupled to the turbine rotor and shall be magnetically coupled to the register through the maincase.

2.07 COMPOUND TYPE METERS

- A. General.
 - 1. Meters shall comply with AWWA C702, Cold-Water Meters - Compound Type, except as modified herein.
 - 2. Meters shall be Tru/Flo Compound water meters as manufactured by Neptune Technologies Group, Inc., or equal.
- B. Construction.
 - 1. Meters shall consist of two registers which totalize independently, a maincase, an automatic valve and a compound measuring mechanism.
 - 2. Maincases shall be of cast bronze construction and meet NSF/ANSI 61 certification.
 - 3. Meters shall have round flanged connections.
 - 4. The overall length of the meter shall not exceed the following:

<u>Meter Size</u>	<u>Maximum Length</u>
3-inch	17 inches
4-inch	20 inches
6-inch	24 inches
 - 5. Maincases shall be provided with a test plug for field-testing purposes.
 - 6. Meters shall be furnished without strainers.
 - 7. Registers shall comply with Subsection 2.02.
 - 8. The compound meter shall have a UME design to allow the maincase cover, register, and measuring element to be easily field-removable without unbolting flanges.
- C. Measuring Mechanism.
 - 1. The measuring mechanism shall consist of a displacement type measuring mechanism for measuring low rates of flow and a turbine type measuring mechanism for measuring high rates of flow.
 - 2. The displacement type and turbine type measuring mechanisms shall comply with the applicable provisions of Subsections 2.03 and 2.04 respectively.
 - 3. The measuring mechanism(s) shall be readily removable from the maincase as a separate unit(s).
 - 4. The automatic valve shall transfer flow from between the displacement and turbine measuring elements, minimizing the accuracy loss in the changeover range.

2.08 FIRE SERVICE TURBINE TYPE METERS

- A. General.
 - 1. Meters shall comply with AWWA C703, Cold-Water Meters - Fire Service Type, except as modified herein.
 - 2. Meters shall be Fire Service Turbine Stainless steel water meters as manufactured by Neptune Technologies Group, Inc., or equal.
 - 3. Meters shall be Underwriter=s Laboratory (UL) listed and Factory Mutual (FM) approved. The UL and FM symbols and listing numbers shall be indicated on the meter and strainer.

B. Construction.

1. Meters shall consist of a Class II turbine type meter and a fire service strainer. Proportional type meters are not acceptable.
2. Turbine type meters shall comply with Subsection 2.04.
3. Strainers shall have stainless steel screens which provide a minimum net open area of four times the pipe open area. Strainers shall have round flanged connections.
4. The meter shall meet the following requirements:

<u>Meter Size</u>	<u>Maximum Length</u>	<u>Meter Flow @ Normal Operating Range</u>
3-inch	26- ¹ / ₈ inches	5 - 450 gpm
4-inch	35 inches	10 - 1200 gpm
6-inch	44- ⁷ / ₈ inches	20 - 2500 gpm
8-inch	51- ⁵ / ₁₆ inches	35 - 4000 gpm
10-inch	56 inches	50 - 6500 gpm

2.09 FIRE SERVICE COMPOUND TYPE METERS

A. General.

1. All meters furnished shall be manufactured by a registered ISO 9001 quality standard facility. Acceptable meters shall have a minimum of fifteen years of successful field use. All specifications meet or exceed the latest revision of AWWA C703.

B. Type.

1. Meters shall consist of a combination of an AWWA Class II in-line horizontal axis turbine for measuring high rates of flow and a positive displacement bypass meter conforming to AWWA C700 for measuring low rates of flow. An automatic valve shall direct the flow from the bypass meter to the mainline meter as flow rates increase and back to the bypass meter as flow rates decrease. All components of the meter assembly shall be both UL (Underwriter's Laboratory) Listed and FM (Factory Mutual) approved for fire service use.

C. Capacity.

1. The capacity of the meters in terms of normal operating range, maximum rate for continuous use, maximum loss of head, and extended low flow capability is as follows.

Size	Normal Operating Range (gpm)	Maximum Rate for Continuous Use (gpm)	Maximum Loss of Head @ Max Rate (psi)	Extended Low Flow (gpm)
4"	¾ - 1200	1200	9	¾
6"	1½ - 2500	2500	10.5	¾
8"	2 - 4000	4000	10.5	1
10"	2 - 6500	6500	9	1

D. Size.

1. The size of meters shall be determined by the nominal size (in inches) of the opening in the inlet and outlet flanges. Overall lengths of the meters shall be as follows.

Meter Size	Laying Length
4"	33"
6"	45"
8"	53"
10"	68"

E. Case and Cover.

1. The meter body, strainer body, and valve body shall 300-series stainless steel.
2. The meter body shall be welded to the valve body effecting a uni-body construction with the valve. The strainer outlet and meter inlet shall be connected by a Style 77 Victaulic or other UL Listed/FM Approved grooved coupling. The meter assembly shall have a rated working pressure of 175 psi.
3. The meter cover shall be cast of a NSF/ANSI 60, annex G and F lead-free alloy containing a minimum of 85% copper. An arrow indicating direction of flow shall be cast in raised characters on the cover. The cover shall have a rated working pressure of 175 psi. The cover shall contain a calibration vane for the purpose of calibrating the turbine measuring element while in-line and under pressure. The calibration vane shall be mounted under the register that is attached in a tamper-resistant manner.

F. Strainer.

1. Meters shall be supplied with a strainer designed and approved for the fire service use by UL and FM, and shall have a rated working pressure of 175 psig.
2. The Strainer shall be constructed of 300-series stainless steel. The strainer basket shall be constructed of AISI Type 18-8 stainless steel. The strainer shall contain a flushing port located near its bottom to facilitate easy cleaning.

G. External Bolts.

1. Meter cover bolts shall be made of AISI Type 316 stainless steel. All other bolts shall be 300-series stainless steel.

H. Connections.

1. Inlet and outlet flanges shall be round flanged per AWWA C207, Class D.

I. Registers.

1. Registers shall be permanently roll-sealed in a copper can and glass lens, straight reading in gallons. Registers shall be removable for replacement without interruption of the service line.

- J. Register Boxes.
1. Register boxes and covers shall be of bronze composition. The name of the manufacturer and the meter serial number shall be clearly identifiable and located on the register box covers.
- K. Register Box Sealing.
1. The register box shall be affixed to the top cover by means of a plastic tamperproof seal pin that must be destroyed in order to remove the register.
- L. Meter Serial Number.
1. The meter serial number shall be on the meter flange or cover and on register box covers.
- M. Unitized Measuring Element.
1. A UME is a complete assembly, factory calibrated to AWWA Standards that includes the cover, registers, and a turbine measuring element. It shall be easily field removable from the meter body without the requirement of unbolting flanges.
- N. Intermediate Gear Train.
1. The intermediate gear train shall be directly coupled to the turbine rotor and magnetically coupled to the register through the meter cover. The gear train shall be housed within the turbine measuring chamber. All moving parts of the gear train shall be made of a self-lubricating polymer or AISI Type 316 stainless steel for operation in water.
- O. Bypass Meter.
1. The bypass meter shall be of a positive displacement, nutating disc type. The bypass meter may be piped on the left or right side of the assembly. The bypass meter shall conform to AWWA C700 standards in the following sizes:

Mainline Size	Meter Size
4" Mainline	1" Bypass Meter
6" Mainline	1½" Bypass Meter
8" & 10" Mainline	2" Bypass Meter

- P. Automatic Valve.
1. The automatic valve shall be of the spring-loaded, knuckle-joint type. All internal linkage parts shall be stainless steel. A vulcanized rubber disc on a stainless steel clapper plate shall seal against a bronze seat. The springs shall be AISI Type 18-8 stainless steel.
 2. The disc meter shall include a self-actuated valve that directs flow through the disc meter at low flow rates, and through the turbine meter at high flow rates. At high flow rates, the self-actuated throttle valve shall restrict the flow through the disc meter to minimize wear.

- Q. Registration Accuracy.
1. Registration accuracy over the normal operating range shall be 98.5% to 101.5%
- R. Remote Capability Options.
1. All meters shall be equipped with encoder remote registers per AWWA C707, and meet all AWWA C703 performance standards.

2.10 STRAINERS

- A. General.
1. All strainers furnished shall be manufactured by a registered ISO 9001 quality standard facility. This specification covers 150 psi working pressure plate-type strainers for use with water meters of 2-inch through 10-inch pipe size. The strainer is to be mounted upstream of the meter to prevent debris such as stones or pebbles greater than $\frac{3}{16}$ -inch in diameter from entering or damaging the meter.
- B. General Requirements.
1. The strainer shall be designed for minimum weight and pressure loss and shall be in conformance with the data shown below.

Pipe Size (in)	Laying Length (in)	Maximum Height Base to Center of Flange (in)
2"	7"	2 $\frac{1}{8}$ "
3"	6"	3 $\frac{3}{4}$ "
4"	7 $\frac{1}{2}$ "	4 $\frac{1}{2}$ "
6"	9"	5 $\frac{1}{2}$ "
8"	10"	6 $\frac{3}{4}$ "
10"	15 $\frac{1}{8}$ "	8"

2. The strainer screen shall be made of perforated AISI Type 18-8 stainless steel plate and be shaped for maximum rigidity against forces exerted by the flow stream.
3. The effective straining area shall be at least double that of the meter maincase inlet area.
4. The 2-inch strainer shall be furnished with oval two-bolt flanged connections. Strainers 3-inch and larger shall be furnished with round flanged connections. Bolt circle, bolt hole diameters, and flange dimensions shall be in compliance with meter connection specifications contained in ANSI/AWWA C701.
5. The strainer bodies and covers in sizes 2-inch through 10-inch shall be made from an ANSI/NSF 61 certified no-lead high copper alloy containing a minimum of 85% copper. The manufacturer's name, strainer pipe size, and direction of flow (if required) shall be cast in raised letters and shall be clearly visible.

6. Cover bolts for the 2-inch – 10-inch sizes shall be made of AISI Type 316 stainless steel.
7. Strainer cover shall be equipped with a vent screw to remove trapped air at installation.
8. Acceptable strainers shall be Neptune strainers or approved equal.

2.11 ULTRASONIC TYPE METERS

A. General

All water meters furnished shall be produced in a manufacturing facility whose QMS is ISO 9001 certified and meets or exceeds the accuracy requirements specified in the “Standard Specifications for Cold Water Meters” C715 latest revision issued by AWWA.

B. Type

Ultrasonic-based technology featuring continuous measurements (> 4x per second) to ensure desired accuracy at low-end flows and during typical start/stop conditions.

C. Measurement Technology

The measurement technology shall be based on ultrasonic sensing featuring no moving parts.

D. Size, Capacity, Length

The meter’s size, capacity, and length shall be as specified in AWWA Standard C715 (latest revision).

E. Maincase

The meter maincase shall be made cast from NSF/ANSI 61 certified lead free alloy containing a minimum of 85% copper. The serial number should be displayed in a permanent location on the register. Meter markings shall indicate size, model, direction of flow, and NSF 61 certification.

All lead free maincases shall be guaranteed free from manufacturing defects in workmanship and material for the warranted life of the meter.

All maincase screws or bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.

F. Electronic Register

The solid state meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The meter shall provide a fully potted wire connection for use with AMR/AMI devices.

G. Environmental

The solid state meter must feature fully potted electronics and battery for

submersion in flooded meter pits.

H. Registration

The register shall provide an 8-digit meter reading for transmission through the RF AMR/AMI MIU.

The register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through an ASCII format to the RF AMR/AMI MIU.

The register shall provide reverse flow detection, communicated as ASCII format data to the RF AMR/AMI MIU.

The register shall provide an indication of days of zero consumption, communicated as ASCII format data to the RF AMR/AMI MIU.

The register shall subtract reverse flow from the total registration.

I. Performance

Meter manufacturer's solid state meters meet or exceed AWWA C715 accuracy standards and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their factory.

2.12 RADIO FREQUENCY METER INTERFACE UNIT (MIU)

A. General.

1. The MIUs must be compact electronic devices connected to the water meters. They shall interrogate the encoder register and transmit the meter reading and other information to a remote reading device. They shall be compatible with Neptune and Sensus absolute encoder registers. The same RF MIUs must be capable of being read by a walk-by handheld computer equipped with a RF interface unit, a mobile system with a unit mounted in a vehicle, and/or a fixed network data collection system. This shall allow an easy migration between the three systems without any change to devices or revisiting the site. The MIUs shall be attached to new meters, or they shall retrofit existing meters in the field. The MIUs shall be manufactured in both wall and pit models. The wall MIU shall have the ability to be mounted in a basement or on the outside of a house and the pit MIU shall have the ability to be mounted in a pit or an underground vault. The wall MIU shall have a water resistant enclosure and the pit MIU shall be a fully potted waterproof design.

B. Physical/Mechanical Requirements.

1. Wall unit.
 - a. The meter interface unit housing shall be constructed of a polycarbonate plastic compound and be capable of mounting both

indoors and outdoors on wall or pole. The device must be water-resistant and capable of exposure to spray and splash. The device must be able to withstand a 200-hour salt fog test as specified in NEMA 4 standard.

- b. The device shall provide a location for a tamper deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- c. The device shall be capable of operating at temperatures of -22°F to 149°F (-30°C to +65°C) with a humidity factor of 0 to 95%.
- d. The circuit board will be coated for moisture protection.
- e. The battery will be protected by encapsulation in a hard potting.
- f. The unit must retrofit to existing installations.
- g. The unit can be mounted either outside the house, inside the house, or directly attached to the meter.
- h. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

2. Pit unit.

- a. For pit or vault applications, the MIU shall be designed to be installed through the industry standard 1¾-inch hole in the pit lid with no degradation of transmission range. The meter interface unit will be capable of mounting to various thickness of pit lids from ½-inch to 2½-inch.
- b. The device shall be capable of operating at temperatures of -22°F to 149°F (-30°C to +65°C) and operating humidity of 0 to 95%.
- c. The range will not be affected when the pit is flooded.
- d. The circuit board and the battery will be protected by a potting material.
- e. The antenna shall be made of a metallic and polymer material to withstand traffic and shall have a dual seal connection to the MIU housing.
- f. The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

C. Operation Specifications.

- 1. For reliability and meter reading integrity, the Manufacturer shall be the sole manufacturer of the different components of the system (water meters, RF transmitters, meter reading equipment, and route management software), and provide a turn-key system offering to the utility.
- 2. For the purpose of ease of implementation, the system shall not require any special licensing, including licenses from FCC. The system must, therefore, operate in the 902 MHz to 928 MHz unlicensed bandwidth.
- 3. The system implementation shall not be delayed due to the uncertainty of Federal licensing requirements.
- 4. The system must be expandable at any time without getting authorization from the FCC.
- 5. No wake-up tone shall be necessary.

6. To minimize the potential for RF interference from other devices, the MIU shall transmit using the Frequency Hopping Spread Spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed bandwidth.
7. The meter interface unit shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed bandwidth. The output power of the devices will be governed by their conformance with these relevant FCC standards.
8. Output power shall meet FCC Part 15.247 requirements. (min. 100mw).
9. Power shall be supplied to the MIU by a lithium battery. The Manufacturer shall warrant that any battery provided and installed in the MIUs by the Manufacturer shall be free of manufacture and design defects for a period of twenty (20) years - the first ten (10) years from their date of shipment from factory without pro-rating, and the second ten (10) years with pro-rating, as long as the MIU is working under the environmental and meter reading conditions specified.
10. The battery life shall not be affected by outside erroneous wake-up tones (i.e. other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
11. The number of reads performed must not affect the battery life.
13. No MIU programming shall be necessary for installation.
14. The MIU shall interface to Neptune ARB[®] III, IV, V, ProRead[™] (ARB VI), E-Coder[™], ProCoder (ARB VII), or Sensus ECR[®] II & III* absolute encoder registers via a 3-conductor wire without need for special configuration to the MIU.
15. The MIU shall not send readings older than an hour. Sending a reading older than an hour when wire is cut is not acceptable, as it can lead to incorrect billing.
16. The MIU shall transmit the meter reading continuously at a predetermined transmission interval.
17. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and BAR code form. The label shall also display FCC approval information, manufacturer's designation, and date of manufacture.
18. The MIU shall transmit the encoder meter reading and a unique MIU ID number.
19. Tamper - If wiring has been disconnected, a "non-reading" shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
20. The MIU shall be mounted per the manufacturer's installation instructions.
21. The handheld reading equipment shall provide a test mode to verify proper operation of the MIU by displaying the MIU ID number and meter reading.
22. The MIU shall be capable of being received by either a handheld receiver, mobile receiver, or fixed network receiver without special configuration or remanufacture.

APPENDIX B

WARRANTY STATEMENTS



ProCoder™)R900i™

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any ProCoder™)R900i™ that has shipped since product introduction.

2. PROCODER)R900i

Neptune Technology Group Inc. warrants that the ProCoder)R900i (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900i free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900i™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900i that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900i register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900i IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900i ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900i AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Year of Failure	ProCoder)R900i Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900i registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900i warranty, whichever is greater.

R900® Meter Interface Unit (MIU)



1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

2. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

Year of Failure	R900 MIU
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



Neptune T-10®, HP Turbine, TRU/FLO® Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10®, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 3/4" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.



2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Neptune Fire Service Stainless Steel (S) Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

(c) Stainless Steel Body. Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter. Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

Year of Failure	Body Replacement Cost
1-10	Full replacement
11	20%
12	40%
13	60%
14	80%
15-20	90%

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
1"	3/8 US gpm @ 95%, 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95%, 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95%, 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons



2. WARRANTY RETURN

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10®
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%



With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8” – 1” MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2” – 2” MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer’s test results. If the meter is returned to Neptune without a copy of the test results or if Neptune’s factory test shows the meter to meet Neptune’s published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune’s option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune’s liability is limited to its



costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



3” to 12” MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Commercial and Industrial Neptune® MACH 10® water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that MACH 10 meters sold after 02/01/2020 for potable water or combined potable water and fire service applications will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components.

a) Lead Free Bronze Maincase

Neptune warrants at the Date of Shipment that the lead free, high copper bronze maincase of the MACH 10 will be free from manufacturing defects in workmanship and material for the life of the meter.

b) Electronics (Battery, PCB, Transducers, LCD)

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first five (5) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following five (5) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

Year of Failure	MACH 10®
	Replacement Price Discount
1-5	Full replacement 100%
6	50%
7	40%
8	30%
9	20%
10	10%

2. MACH 10 METER ACCURACY WARRANTY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period detailed above), Neptune makes the following warranties with respect to meter accuracy:

Neptune MACH 10 meters are warranted to meet or exceed new meter accuracy per AWWA specifications of $\pm 1.5\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment (that period being the “Accuracy Warranty Period”).

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during the Accuracy Warranty Period, it may be returned to Neptune for evaluation. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under the accuracy warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the accuracy warranty set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the applicable original MACH 10 meter warranty (maincase, electronics, or accuracy), whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

APPENDIX C

REQUIRED FORMS

FORMS A, B, and C

SECTION 139 OF STATE FINANCE LAW

Pursuant to State Finance Law §§139-j and 139-k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Governmental Entity. The designated contact is identified in the Notice to Bidders. Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

Form A - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

Contract Termination Provision.

FORM A

**Offerer's Affirmation of Understanding of and Agreement Pursuant to State
Finance Law §139-j(3) and §139-j(6)(b)**

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: Lawrence M. Russo Date: January 8, 2021

Name: Lawrence M. Russo

Title: VP Finance

Manufacturer Name: Neptune Technology Group Inc.

Manufacturer Address: 1600 Alabama Hwy 229

Tallassee, AL 36078

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

A Governmental Entity must obtain the required Certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the Certification and provide it to the procuring Governmental Entity. It is required that the Certification be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: Lawrence M. Russo Date: January 8, 2021

Name: Lawrence M. Russo

Title: VP Finance

Manufacturer Name: Neptune Technology Group Inc.

Manufacturer Address: 1600 Alabama Highway 229
Tallassee, AL 36078

FORM C**Offeror's Disclosure of Prior
Non-Responsibility Determinations****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)**Offeror's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Neptune Technology Group Inc.

Address: 1600 Alabama Hwy 229

Tallahassee, AL 36078

Name and Title of Person Submitting this Form: Lawrence M. Russo, VP Finance

Contract Procurement Number: 202000220

Date: January 8, 2021

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
- No ☒ No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
- No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)
- No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No **No** Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: Lawrence M. Russo Date: January 8, 2021
Signature

Name: Lawrence M. Russo

Title: VP Finance

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each Procurement Contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Governmental Entity is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

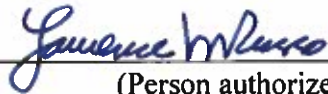
SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

Neptune Technology Group Inc.

(Name of Individual, Partnership or Corporation)

By 
(Person authorized to sign) Lawrence M. Russo-VP Finance

(SEAL)

APPENDIX D

PERFORMANCE BOND

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Neptune Technology Group, Inc.
1600 Alabama Highway 229
Tallassee, Alabama 36078

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

CONTRACT

Date: January 7, 2021

Amount:

Description: FURNISHING AND DELIVERING WATER METERS & APPURTENANCES
FROM JANUARY 1, 2021 TO DECEMBER 31, 2023 TO ERIE COUNTY
WATER AUTHORITY
PROJECT No. 202000220

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer):

APPENDIX E

**AGREEMENT BETWEEN ERIE COUNTY WATER AUTHORITY
AND NEPTUNE TECHNOLOGY GROUP, INC., DATED JUNE 27, 2019**

AGREEMENT BETWEEN

**ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, NY 14203**

And

**NEPTUNE TECHNOLOGY GROUP INC.
1600 Alabama Highway 229
Tallasse, AL 36078**

A Procurement Agreement, dated September 19, 2015, having been duly and properly executed between ERIE COUNTY WATER AUTHORITY ("ECWA") and NEPTUNE TECHNOLOGY GROUP INC. ("NEPTUNE") for NEPTUNE to furnish and deliver water meters to ECWA and such Procurement Agreement having been timely and properly extended, it being agreed and understood that a material aspect of the contract was that the water meters were to be properly functioning and perform their intended purpose.

Both parties agree that a quantity of water meters provided under the Procurement Agreement have malfunctioned and have required that the ECWA expend time, labor and materials to address the malfunctioning meters.

Both parties agree that NEPTUNE shall extend the standard meter warranty and replace the specific malfunctioning product during this extended time period as follows:

NEPTUNE meter serial numbers beginning 85... and 86... shall have warranty extended through 12/31/20; and

NEPTUNE meter serial numbers beginning 87... and 88... shall have warranty extended through 12/31/21.

The above meter bodies will be replaced with new product during extended warranty period as follows:

Quantity (2.5) 5/8 x 3/4" T-10 meter bodies with magnet failure will be replaced with (1) complete 5/8x3/4" T-10 ProCoderi inside set meter gallons.

ECWA will provide NEPTUNE with a list of all meter bodies to be returned with these serial numbers on a quarterly basis. NEPTUNE will inspect the meter body returns and confirm magnet issue/extended warranty eligibility by serial number.

This Agreement will replace the previous agreement dated in July of 2014 and will be in effect on the date the ECWA Board of Commissioners adopts a resolution authorizing its Chair Person to sign this Agreement.

DATED: June 27, 2019

NEPTUNE TECHNOLOGY GROUP

ERIE COUNTY WATER AUTHORITY

By: Lawrence M. Russo
LAWRENCE M. RUSSO, VP Finance

By: Jerome D. Schad
JEROME D. SCHAD, Chair

STATE OF ALABAMA)
) ss:
COUNTY OF ELMORE)

On this 24th day of June, 2019, before me personally came LAWRENCE M. RUSSO, to me known, who being by me duly sworn, did depose and say that he/she resides at Montgomery, Alabama; that he/she is VP Finance of NEPTUNE TECHNOLOGY GROUP INC., the corporation described in, and which executed, the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Cindy F. Pugh
Notary Public - State of Alabama



STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this 27th day of June, 2019, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

Patricia Fabozzi
Notary Public - State of New York

PATRICIA FABOZZI #4957586
Notary Public, State of New York
Qualified in Erie County
My Commission Expires October 16, 2021