ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

TO: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Iannello, Treasurer

FROM: Joyce Tomaka, Chief Financial Officer

DATE: November 10, 2025

SUBJECT: Materials and Supplies Contract for Furnishing and Delivering Water Meters & Appurtenances

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Neptune Technology Group has been deemed our single source vendor of water meters since 2020. We have been doing business with them for over 30 years.

Our current Materials and Supplies Contract with Neptune has exhausted the extensions allowed and is therefore set to expire on December 31, 2025. As the sole provider of meters compatible with our existing infrastructure, it is important to ensure the Authority experiences no disruption in receiving these materials.

The attached Material and Supplies Contract shall remain in effect from January 1, 2026, through December 31, 2028, and includes an option to extend for two additional one (1) year terms. The prior contract held pricing constant for three (3) years from 2020-2023, with a nominal increase in the first extension and no increase in the final extension.

The new contract includes updated pricing for all items; however, it now includes under Section 4.03 that pricing be fixed for a period of 12 months at which time a pricing adjustment may be requested annually based on the Consumer Price Index, Northeast Region, All Items for an adjustment not to exceed 3%.

Meters are budgeted in unit 4040, item number 101060.

Please consider approval of the contract at the November 20, 2025, Board Meeting.

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents

Document Name: _____ **Project No.:** 202500220

Description: Contract with Neptune Technology Group, Inc. for Water Meters

Item Description:

Choose one: Contract Documents

Other: _____

Action Requested:

Choose one Board Authorization to Award

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

☑	Chief Financial Officer		Date: 11/07/2025
☑	Chief Operating Officer		Date: 11/07/2025
☑	Claims Rep. – Risk Manager	Molly Jo Mucara	Date: 11/10/2025
☐	Comptroller		Date:
☑	Director of Administration	Lavonya Foster	Date: 11/07/2025
☐	Director of Distribution		Date:
☐	Director of Human Resources		Date:
☐	Director of IT		Date:
☐	Director of Operations		Date:
☐	Director of Planning & Water Supply		Date:
☐	Director of Production		Date:
☐	Director of Water Quality		Date:
☐	Executive Engineer		Date:
☑	General Counsel (Legal)	Mark Carney	Date: 11/10/2025
☐	Other: _____		Date:

APPROVED FOR BOARD RESOLUTION:

☑ Secretary to the Authority _____ Date: 11/10/25

Remarks: _____

Resolution Date: _____ Item No: _____

Project No. 202500220

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

This Agreement, effective January 1, 2026 ("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
Tallassee, 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 MG. 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 C. 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, 2026 through December 31, 2028. 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 D.

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 in

2020 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 D.

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 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, using personal protective face masks, or complying with any testing or vaccination requirements, 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.

D. The Manufacturer's failure to timely delivery five or more orders within 30 days over the course of a year shall constitute a material breach of this Agreement for

which the Authority may seek and recover damages, including attorney fees and expenses.

3.02 The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery. The Authority requires and the Manufacturer agrees all freight, cartage, rigging, postage or other transportation charges shall be paid by the Manufacturer and not charged to the Authority.

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 other than as provided for in paragraph 3.04 of this Article.

3.04 The Authority understands that the Manufacturer may impose a surcharge for hardware products including meters, radios, data collectors and parts based off of the current United States tariff rate. As of the date of this agreement, the Manufacturer is charging a 5% trade surcharge on its orders with the Authority.

3.05 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 ¾-inch, ProCoder™)R900i™ absolute encoder inside set register	$183.00	27,000
Displacement type water meter, size 5/8 x ¾-inch, ProCoder™)R900i™ absolute encoder pit set register	$190.00	4,000
Ultrasonic type water meter, size 5/8 x ¾-inch, Mach10 integrated RF register	$230.00	1
Displacement type water meter, size ¾-inch, ProCoder™)R900i™ absolute encoder inside set register	$220.00	750

Description	Unit Price	Estimated Quantities
Displacement type water meter, size ¾-inch, ProCoder™)R900*i*™ R900i absolute encoder pit set register	$230.00	300
Ultrasonic type water meter, size ¾-inch, Mach10 integrated RF register	$245.00	1
Displacement type water meter, size 1-inch, ProCoder™)R900i™ absolute encoder inside set register	$270.00	1,200
Displacement type water meter, size 1-inch, ProCoder™)R900i™ absolute encoder pit set register	$280.00	750
Ultrasonic type water meter, size 1-inch, Mach10 integrated RF register	$304.00	1
Displacement type water meter, size 1½-inch, ProCoder™)R900i™ absolute encoder inside set register	$515.00	150
Displacement type water meter, size 1½-inch, ProCoder™)R900i™ absolute encoder pit set register	$525.00	150
Ultrasonic type water meter, size 1½ - inch, Mach10 integrated RF register	$580.00	1
Displacement type water meter, size 2-inch, ProCoder™)R900i™ absolute encoder inside set register	$680.00	150
Displacement type water meter, size 2-inch, ProCoder™)R900i™ absolute encoder pit set register	$690.00	150
Ultrasonic type water meter, size 2- inch, Mach10 integrated RF register	$661.00	1
Turbine type water meter, size 2-inch, ProCoder™)R900i™ absolute encoder pit set register	$890.00	15
Turbine type water meter, size 3-inch, ProCoder™)R900i™ absolute encoder pit set register	$1,530.00	1
Turbine type water meter, size 4-inch, ProCoder™)R900i™ absolute encoder pit set register	$1,840.00	1

Description	Unit Price	Estimated Quantities
Turbine type water meter, size 6-inch, ProCoder™)R900i™ absolute encoder pit set register	$2,850.00	1
Turbine type water meter, size 8-inch, ProCoder™)R900i™ absolute encoder pit set register	$3,480.00	1
Turbine type water meter, size 10-inch, ProCoder™)R900i™ absolute encoder pit set register	$5,910.00	1
Compound type water meter, size 3-inch, ProCoder™)R900i™ absolute encoder pit set register	$3,110.00	4
Compound type water meter, size 4-inch, ProCoder™)R900i™ absolute encoder pit set register	$3,780.00	4
Compound type water meter, size 6-inch, ProCoder™)R900i™ absolute encoder pit set register	$5,910.00	4
Compound type water meter, size 6-inch X 8-inch, ProCoder™)R900i™ absolute encoder pit set register	$9,900.00	1
Fire service turbine type water meter, size 3-inch ProCoder™)R900i™ absolute encoder pit set register	$8,400.00	1
Fire service compound type water meter, size 4-inch stainless steel ProCoder™)R900i™ absolute encoder pit set register	$8,400.00	1
Fire service compound type water meter, size 6-inch stainless steel ProCoder™)R900i™ absolute encoder pit set register	$13,500.00	1
Fire service compound type water meter, size 8-inch stainless steel ProCoder™)R900i™ absolute encoder pit set register	$17,125.00	1
Fire service compound type water meter, size 10-inch stainless steel ProCoder™)R900i™ absolute encoder pit set register	$19,890.00	1
Fire service ultrasonic type water meter, size 3-inch, Mach 10 integrated RF register	$1,880.00	1

Description	Unit Price	Estimated Quantities
Fire service ultrasonic type water meter, size 3-inch, Mach 10 standalone register	$1,770.00	1
Fire service ultrasonic type water meter, size 4-inch, Mach 10 integrated RF register	$2,457.00	1
Fire service ultrasonic type water meter, size 4-inch, Mach 10 standalone register	$2,347.00	1
Fire service ultrasonic type water meter, size 6-inch, Mach 10 integrated RF register	$3,990.00	1
Fire service ultrasonic type water meter, size 6-inch, Mach 10 standalone register	$3,880.00	1
Fire service ultrasonic type water meter, size 8-inch, Mach 10 integrated RF register	$5,450.00	1
Fire service ultrasonic type water meter, size 8-inch, Mach 10 standalone register	$5,340.00	1
Fire service ultrasonic type water meter, size 10-inch, Mach 10 integrated RF register	$6,922.00	1
Fire service ultrasonic type water meter, size 10-inch, Mach 10 standalone register	$6,812.00	1
Fire service ultrasonic type water meter, size 12-inch, Mach 10 integrated RF register	$8,196.00	1
Fire service ultrasonic type water meter, size 12-inch, Mach 10 standalone register	$8,086.00	1
UME – Fire service ultrasonic type water meter, size 3-inch, Mach 10 integrated RF register	$1,040.00	1
UME – Fire service ultrasonic type water meter, size 3-inch, Mach 10 standalone register	$930.00	1
UME – Fire service ultrasonic type water meter, size 4-inch, Mach 10 integrated RF register	$1,420.00	1
UME – Fire service ultrasonic type water meter, size 4-inch, Mach 10 standalone register	$1,310.00	1

Description	Unit Price	Estimated Quantities
UME – Fire service ultrasonic type water meter, size 6-inch, Mach 10 integrated RF register	$1,980.00	1
UME – Fire service ultrasonic type water meter, size 6-inch, Mach 10 standalone register	$1,870.00	1
UME – Fire service ultrasonic type water meter, size 8-inch, Mach 10 integrated RF register	$3,110.00	1
UME – Fire service ultrasonic type water meter, size 8-inch, Mach 10 standalone register	$3,000.00	1
UME – Fire service ultrasonic type water meter, size 10-inch, Mach 10 integrated RF register	$4,510.00	1
UME – Fire service ultrasonic type water meter, size 10-inch, Mach 10 standalone register	$4,400.00	1
UME – Fire service ultrasonic type water meter, size 12-inch, Mach 10 integrated RF register	$5,110.00	1
UME – Fire service ultrasonic type water meter, size 12-inch, Mach 10 standalone register	$5,000.00	1
Strainers, size 2-inch	$385.00	15
Strainers, size 3-inch	$630.00	15
Strainers, size 4-inch	$1,240.00	35
Strainers, size 6-inch	$1,540.00	25
Strainers, size 8-inch	$2,950.00	2
Strainers, size 10-inch	$4,460.00	1
Absolute encoder integrated RF inside register (all sizes)	$135.00	700
Absolute encoder integrated RF pit register (all sizes)	$145.00	850
Absolute encoder standalone inside register (all sizes)	$55.00	1
Absolute encoder standalone pit register (all sizes)	$65.00	1

Description	Unit Price	Estimated Quantities
Waterproof cellular frequency meter interface unit for pit or vault type meter applications	$140.00	1
Water resistant cellular frequency meter interface unit for wall or basement type applications on a residential dwelling	$110.00	1
Waterproof radio frequency meter interface unit for pit or vault type meter applications	$102.00	225
Water resistant radio frequency meter interface unit for wall or basement type applications on a residential dwelling	$82.00	225
Pit antenna with 6-foot cable	$20.00	250
Pit antenna with 20-foot cable	$25.00	100
Belt clip transreceiver	$4,900.00	1
Belt clip transreceiver batteries	$100.00	1
MRX Mobile Data Collector	$7,000.00	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.

4.03 All prices set forth in paragraph 4.01 of this Agreement are fixed for the first twelve (12) months of this Agreement. The Authority agrees that the Manufacturer may request an adjustment of the unit prices set forth in paragraph 4.01 of this Article once annually on January 1st beginning on January 1, 2027. The parties agree that the basis for an adjustment will be the Consumer Price Index, Northeast Region, All Items. The parties agree that the annual adjustment shall not exceed 3%. The Authority further agrees that such adjustment may be approved by the Authority's Comptroller or Chief Financial Officer.

4.04 The Authority reserves the right to audit the Manufacturer's records to verify bills submitted and representations made. For this purpose, the Manufacturer agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Manufacturer's final bill to complete its audit. If the audit establishes an overcharge, the Manufacturer agrees to refund the excess.

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. 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 seven (7) 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*:** 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. 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. 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 ***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.

5.13 ***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.

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_____
Jason Constantino, CFO

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, 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 GEORGIA)
COUNTY OF GWINNETTE) ss:

On the _____ day of _____, in the year 2025, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, _____, that he/she is the _____ of the Corporation described in the above instrument; and that he/she signed his/her 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 for Revenue Applications
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 water meters shall be assembled and tested within the United States of America. Manufacturers may be required to provide proof of where and what percentage of the meter is manufactured in the United States.

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. Al 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 Neptune® 360™ meter data management platform for mobile data collection equipment currently utilized by ECWA.

H. The Manufacturer shall provide only one model of meter which complies with these specifications.

2.02 REGISTERS

A. General
   1. These specifications cover a self-contained solid state absolute encoder register metering system designed to obtain remote simultaneous water meter registration that is guaranteed to exactly match the registration on the register odometer.
   2. The metering information shall be obtained through a remotely located receptacle or Meter Interface Unit (MIU) using a compatible data capture system.
   3. The above system shall be configured as follows.
      a. Solid-state absolute encoder meter register.

1) Direct mounting, electromagnetically encoded measuring element into an electronic solid-state odometer.
2) Encoder shall provide value-added flow data including leak, tamper, and backflow detection when connected to a compatible RF AMR MIU.
3) Batteries and digital counters using volatile memory are not allowed.
4) Encoder register shall display flow rate information at register.

b. Remotely mounted receptacle or MIU providing a communication link for transmission of information from the register.

c. Data acquisition equipment with which the above components can be interrogated. Such equipment shall be configured in two types.
1) A device that captures information and displays it visually to confirm correct system installation and wiring.
2) 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 PROCODER REGISTER UNIT

A. Registration.
1. The register shall provide an easy to read high resolution mechanical wheel bank combined with flexible AMR/AMI connectivity with at least an eight-digit local registration at the meter.
2. The unit shall provide an eight-digit meter reading for transmission through the radio MIU.
3. The register shall provide remote leak detection through an ASCII format to the RF AMR/AMI MIU.
4. The register shall provide reverse flow detection, communicated as ASCII format data to the RF AMR/AMI MIU.
5. Reverse flow detection shall be calculated based on 15-minute interval consumption.
6. The register shall provide an indication of days of zero consumption, communicated as ASCII format data to the RF AMR/AMI MIU.
7. Internal batteries shall not be allowed.
8. The manufacturer shall guarantee that the reading obtained electronically matches the LCD odometer reading on the register and that the manufacturer shall pay the difference at the current rate whenever a discrepancy appears.
9. The register shall accumulate and register consumption without connecting to a receptacle or MIU.
10. The register shall display flow rate information.

B. Mechanical Construction.
1. The registers shall be manufactured in two different versions: one for inside set application, and one for pit set.

C. Inside Set Version – (As of the date of this contract; these are not used but left in)

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.
4. Provision shall be made in the register for the use of seal wires to further secure the register.
5. Terminal screws must be accessible on the register for transmission wire connection to the remote receptacle or a future AMR system. A permanently potted wire connection shall be available for pit set meters application.

D. Pit Set Version.

1. The unit must be constructed in a roll-sealed copper and glass lens assembly.
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.
4. Provision shall be made in the register for the use of seal wires to further secure the register.
5. Terminal connections must be permanently potted so that the terminal cover cannot be removed.

E. Electrical Construction.

1. The solid-state absolute encoder register shall incorporate an Application Specific Integrated Circuit (ASIC) and firmware designed to verify accurate measurement, information transmission, and data integrity.
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.

F. Meter Reading Information.

1. The solid-state absolute procoder register shall provide to the reading equipment an eight-digit meter reading.
2. The solid-state 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 backflow 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. (As of the date of this contract; these are not used but left in)

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 ProCoder 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™ 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 ⅝-inch, ¾-inch and 1-inch meters shall be of the removable bottom cap type with the bottom cap secured by four (4) bolts on ⅝-inch and ¾-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 1½-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 ⅝-inch – 1-inch sizes. The meters shall have a cast iron or plastic 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**
⅝"	1/8 gpm @ 95%	5 Years or 500 KGal	15 Years or 1.5 MGal
¾"	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
1½"	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 ± 1.5%
⅝"	1/2 - 20 gpm
¾"	3/4 - 30 gpm
1"	1 - 50 gpm
1½"	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.

I. Double Check Backflow Meter.

1. Backflow meter delivers a positive drip-tight seal featuring two stainless steel spring-loaded check valves for protection from the reverse flow of nonpotable liquids.
2. Maximum operating pressure of 175 psi.

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:

Meter Size	Maximum Length
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 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:

Meter Size	Maximum Length	Meter Flow @ Normal Operating Range
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	3/8
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 COLD-WATER METERS – ELECTROMAGNETIC AND ULTRASONIC

A. General.

1. All cold-water meters (solid state type) 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.

1. For meters sizes 5/8"-2", only meters featuring solid state metrology will be accepted because of enhanced low-flow accuracy performance and extended accuracy over meter life. For meters sized 3"-12", only meters featuring ultrasonic solid state metrology will be accepted because of enhanced low flow accuracy performance and extended accuracy over meter life. Meters shall conform to AWWA C715 for measuring low rates of flow.

C. Operating Characteristics.

1. The operating characteristics of the meters in terms of normal operating range, AWWA C715 Standard Type 1 and extended low flow capability is as follows.

Size	**Normal Operating Range @ 100% accuracy (+/- 1.5%) (gpm)**	**AWWA C715 Standard Type 1**	**Extended Low Flow @ 100% Accuracy (+/- 3%)**
5/8"	0.10 to 25 U.S. gpm 0.02 to 5.68 M³/h	0.2 to 20 U.S. gpm 0.05 to 4.54 M³/h	0.05 U.S. gpm 0.01 M³/h
3/4"	0.10 to 35 U.S. gpm 0.02 to 7.95 M³/h	0.5 to 30 U.S. gpm 0.11 to 6.81 M³/h	0.05 U.S. gpm 0.01 M³/h
1"	0.40 to 55 U.S. gpm 0.09 to 12.49 M³/h	0.75 to 50 U.S. gpm 0.17 to 11.35 M³/h	0.25 U.S. gpm 0.06 M³/h
1 ½"	0.80 to 125 U.S. gpm	2.0 to 100 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	2.5 to 160 U.S. gpm	0.50 U.S. gpm

Size	Extended Low Flow @ 100% Accuracy (+/- 3%)	Normal Operating Range @ 100% accuracy (+/- 1.5%) (gpm)	Safe Maximum Operating Capacity – Normal Operation (Non Fire Service)	Safe Maximum Operating Capacity – Normal Operation (Fire Service)
3”	0.50 U.S. gpm	0.75 to 500 U.S. gpm	500 U.S. gpm	420 U.S. gpm
4”	0.75 U.S. gpm	1.5 to 1250 U.S. gpm	1250 U.S. gpm	1100 U.S. gpm
6”	1.0 U.S. gpm	2.0 to 2000 U.S. gpm	2000 U.S. gpm	1800 U.S. gpm
8”	4.0 U.S. gpm	6.0 to 4000 U.S. gpm	4000 U.S. gpm	4000 U.S. gpm
10”	6.0 U.S. gpm	10.0 to 6500 U.S. gpm	6500 U.S. gpm	6500 U.S. gpm
12”	8.0 U.S. gpm	12.0 to 8000 U.S. gpm	8000 U.S. gpm	8000 U.S. gpm

2. The meter’s size, capacity and length shall be as specified in AWWA Standard C715 (latest version). The meter shall be of common lay lengths to easily retrofit to existing installed turbine and compound meters. It is required that 3” meters shall be available in 12” and 17” lay lengths, 4” meters shall be available in 14” and 20” lay lengths, and 6” meters shall be available in 18” and 24” lay lengths. The 8”, 10” and 12” shall be available in 20”, 26” and 19.7” lay lengths, respectively.
3. The meter shall support replacing the electronic measurement assembly without having to recalibrate the meter or remove the meter from service.

D. Maincase.
1. The meter maincase shall be cast from NSF/ANSI 61 certified lead-free bronze alloy containing a minimum of 85% copper. Plastic maincases or flow tubes are not acceptable as the spuds are susceptible to cross-threading or breaking during installation, or from pipe stress over time. Maincases cust as coated steel that are susceptible to corrosion over time are not acceptable. Maincases that do not accommodate inline piping stresses, such as stainless stell or coated steel are not acceptable. The serial number should be displayed in a permanent location on the meter maincase and register. Meter marking shall indicate size, model, direction of flow, and NSF 61 certification..
2. All lead-free maincases shall be guaranteed free from manufacturing defects in workmanship and material for the warranted life of the meter..
3. All maincase screws or bolts shall be made of 300 series non-magnetic stainless steel to prevent corrosion..

E. Strainer.
1. Solid state meters shall not require a strainer for accurate operation.

F. Electronic Enclosure.

1. 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 the AMR/AMI devices.

G. Registers.

1. The register shall provide at least a 9-digit visual registration at the meter and to facilitate testing.
2. The register shall provide an 8-digit meter reading for transmission through the RF AMR/AMI endpoint.
3. The register shall employ a visual LCD leak detection indicator as well as provide remote lead detection through an ASCII format to the RF AMR/AMI endpoint.
4. The register shall provide and display reverse flow detection on the LCD and communicated as ASCII format data to the RF AMR/AMI endpoint.
5. Reverse flow detection shall be calculated based on 15-minute interval consumption.
6. The register shall provide an indication of days of zero consumption, communicated as ASCII format data to the RF AMR/AMI endpoint.
7. The register should accumulate and register consumption whether or not it is connected to a receptacle or RF AMR/AMI endpoint.
8. The register shall provide empty pipe detection that is visibly displayed on the meter's LCD register.
9. The register shall display flow rate information (interleaved with the current meter reading).
10. The register shall subtract reverse flow from the total registration.
11. The register shall provide and display low battery detection on the CDL and communicated as ACSII format data to the RF AMR/AMI endpoint.
12. The meter endpoint shall provide a minimum of 96 days of downloadable consumption data.

H. Environmental.

1. The solid state meter must feature fully potted electronics and battery, meet IP-68 standard, and be suitable for submersion in flooded meter pits.
2. The meter shall operate at a water temperature range of +33°F to +122°F (+0.5°C to +50°C) and meet AWWA C715 accuracy specifications for water temperatures from 33°F to 122°F (0.5°C to 50°C).
3. The meter shall operate at an ambient temperature range of +14°F to +149°F (=10°C to +65°C) and with a storage temperature of -40°F to +158°F (-40°C to +70°C).
4. The meter size and length shall meet AWWA Standard C715 (latest revision).

2.11 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 $^{3}/_{16}$-inch in diameter from entering or damaging the meter.

B. General Requirements.

A. 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"	2⅛"
3"	6"	3¾"
4"	7½"	4½"
6"	9"	5½"
8"	10"	6¾"
10"	15"	8"

B. 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.

C. The effective straining area shall be at least double that of the meter maincase inlet area.

D. 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.

E. 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.

F. Cover bolts for the 2-inch – 10-inch sizes shall be made of AISI Type 316 stainless steel.

G. Strainer cover shall be equipped with a vent screw to remove trapped air at installation.

H. Acceptable strainers shall be Neptune strainers or approved equal.

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 Invensys 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, with the exception of a duplexer, 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. The manufacturer will guarantee that the reading obtained electronically matches the mechanical odometer read on the register when the register is interrogated by the MIU and that the manufacturer will pay the difference at the current rates whenever a discrepancy appears. Synchronization of electronic reading and mechanical read for any reason (battery change, register change, cut wire, register roll-over...) is not acceptable.
3. 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.
4. The system implementation shall not be delayed due to the uncertainty of Federal licensing requirements.
5. The system must be expandable at any time without getting authorization from the FCC.
6. No wake-up tone shall be necessary.
7. 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.
8. 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.
9. Output power shall meet FCC Part 15.247 requirements. (min. 100mw).
10. 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.
11. 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).
12. The number of reads performed must not affect the battery life.
13. The batteries shall be field replaceable (the replacement shall be demonstrated) and be designed for minimum ten (10) years life expectancy. The MIU shall not require reprogramming if the battery discharges before it is replaced.
14. No MIU programming shall be necessary for installation.
15. The MIUs must be capable of reading two networked Neptune encoder registers at one time.
16. The MIU shall interface to Neptune ARB® III, IV, V, ProRead™ (ARB VI), ProCoder™ (ARB VII), or Sensus ECR® II & III* absolute encoder registers via a 3-conductor wire without need for special configuration to the MIU.

17. 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.
18. The MIU shall transmit the meter reading continuously at a predetermined transmission interval for a single encoder register configuration and alternate transmissions with two networked Neptune encoder registers to maximize battery life.
19. Each device shall have two unique pre-programmed identification numbers of 10 characters (meter (1) = HI side and meter (2) = LOW side). 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.
20. The MIU shall transmit the encoder meter reading and a unique MIU ID number.
21. 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.
22. The MIU shall be mounted per the manufacturer's installation instructions.
23. 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.
24. 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

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

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
⅝ & ⅝" x ¾"	⅛ US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
¾"	¼ US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	⅜ US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ 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.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900*i*™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

2. PROCODER)R900*i*
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (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)R900*i* (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)R900*i* 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.

Year of Failure	ProCoder)R900*i* 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)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

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™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* 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)R900*i* 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)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY 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)R900*i* 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 BREACHOF 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.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

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.

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.

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.

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.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Cellular Meter Interface Unit (CMIU™)

1. **WARRANTY EFFECTIVE DATE**
   This warranty will be effective for any cellular meter interface unit (a "CMIU™") that is shipped on or after May 1, 2017. Each warranty referenced in this statement begins 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").

2. **CELLULAR METER INTERFACE UNITE (CMIU) BATTERY**
   Subject to the terms and conditions of this Warranty Statement, Neptune Technology Group Inc. ("Neptune") warrants that the Cellular meter interface unit battery (the "CMIU Battery") (which is 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 ten (10) years from the Date of Shipment (such period being the "Basic Battery Warranty Period"). Neptune will repair or replace a CMIU that is non-performing due to a CMIU Battery defect free of charge during the Basic Battery Warranty Period. *Replacement CMIUs are warranted for the balance of the applicable CMIU warranty.*

3. **CELLULAR METER INTERFACE UNIT (CMIU) HARDWARE**
   Subject to the terms and conditions of this Warranty Statement, Neptune warrants that the "CMIU Hardware" (meaning the CMIU with the exception of the CMIU Battery) shall be free from defects in manufacture and design for a period of five (5) years from the Date of Shipment (such period being the "Basic Hardware Warranty Period"). Neptune will repair or replace a CMIU that is non-performing due to a CMIU defect other than a defect in the CMIU Battery free of charge during the Basic Hardware Warranty Period. *Replacement CMIUs are warranted for the balance of the applicable CMIU warranty.*

4. **IMPACT OF CHANGE IN OPERATION MODE ON WARRANTY**
   The CMIU has functionality that permits the user to change its mode of operation, which alters the resolution of data it transmits and the latency in which the CMIU transmits data to its designated data collection point (including but not limited to a server operating N_SIGHT® PLUS software). The CMIU permits three modes of operation, "Basic," "Advanced," and "Pro." At the time of the Date of Shipment, the CMIU is programmed to operate in the "Basic" mode. If at any time after the Date of Shipment the CMIU is configured to operate in "Advanced" mode, then the warranties set forth in Sections II and III of this Warranty Statement are void, and in their place, Neptune warrants that the CMIU shall be free from defects in manufacture and design for a period of three (3) years from the Date of Shipment (the "Advanced Warranty Period"). If at any time after the Date of Shipment the CMIU is configured to operate in "Pro" mode, then the warranties set forth in Sections II and III of this Warranty Statement and any warranty arising from the Advanced Warranty Period are void, and in their place, Neptune warrants that the CMIU shall be free from defects in manufacture and design for a period of one (1) year from the Date of Shipment (the "Pro Warranty Period"). Neptune will repair or replace a non-performing CMIU free of charge during the applicable adjusted warranty period, either the Advanced Warranty Period or the Pro Warranty Period. Neptune shall not be responsible for any defects in the CMIU or the CMIU Battery (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the applicable warranty period, whether the Basic Battery Warranty Period, the Basic Hardware Warranty Period, the Advanced Warranty Period, or Pro Warranty Period.

5. 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 CMIU Installation and Maintenance Guide). This warranty does not apply to any CMIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the CMIU'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. Neptune contracts with third parties to provide up to ten (10) years of cellular data service, as available, to and for the CMIU. In the event that such service is unavailable and Neptune fails to provide a suitable alternative for CMIU data collection, Neptune may refund you an amount equal to any unearned data fees as reasonably calculated by Neptune as the exclusive remedy for such loss of service.

THE ABOVE WARRANTY FOR THE CMIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE CMIU. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE CMIU 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 CMIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE CMIU. 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.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Gateway

WARRANTY

The warranty on the R900 Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via pre-paid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT INCLUDED IN THE WARRANTY

- Accessories and peripherals including battery, cables, USB thumb drives, UPS or other back up power supplies, antennas, etc.
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

EXTENDED MAINTENANCE ENTITLEMENT

Maintenance entitlement is available from your authorized Neptune Sales representative. Maintenance entitlement during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN EXTENDED MAINTENANCE ENTITLEMENT

- Accessories and peripherals including battery, cables, USB thumb drives, UPS or other back up power supplies, antennas, etc.
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose

REPAIR NOTES

A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This RMA number may be obtained by contacting Customer Support at support@neptunetg.com or 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer

- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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: October 16, 2025
Amount:
Description: FURNISHING AND DELIVERING WATER METERS & APPURTENANCES FROM JANUARY 1, 2026 TO DECEMBER 31, 2028 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		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title: (Attach Power of Attorney)	

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		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 be 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 D

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: _____ Date: _____

Name: _____

Title: _____

Manufacturer Name: _____

Manufacturer Address: _____

_____

_____

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: _____ Date: _____

Name: _____

Title: _____

Manufacturer Name: _____

Manufacturer Address: _____

_____

_____

FORM C

Offerer'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)

Offerer's Disclosure of Prior Non-Responsibility Determinations

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

_____

Address: _____

_____

Name and Title of Person Submitting this Form: _____

_____

Contract Procurement Number: _____

Date: _____

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 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 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: _____ Date: _____
Signature

Name: _____

Title: _____

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.